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KING COUNTY  
SUPERIOR COURT

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HONORABLE BARBARA LINDE

NOTED FOR HEARING: May 28, 2014

KING COUNTY WASHINGTON

WITHOUT ORAL ARGUMENT

JUL 01 2014

SUPERIOR COURT CLERK

BY DAWN THIBBS

DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FOR THE COUNTY OF KING

MOVE, INC., a Delaware corporation,  
REALSELECT, INC., a Delaware  
corporation, TOP PRODUCER SYSTEMS  
COMPANY, a British Columbia unlimited  
liability company, NATIONAL  
ASSOCIATION OF REALTORS®, an  
Illinois non-profit corporation, and  
REALTORS® INFORMATION  
NETWORK, INC., an Illinois corporation,

Plaintiffs,

vs.

ZILLOW, INC., a Washington corporation,  
and ERROL SAMUELSON, an individual,

Defendants.

Case No. 14-2-07669-0 SEA

**FINDINGS OF FACT, CONCLUSIONS OF  
LAW, AND PRELIMINARY  
INJUNCTION [PROPOSED]**

DATED 6-30-14

Redacted [RCW 19.108.050]

This matter is before the Court on Plaintiffs Move, Inc., RealSelect, Inc., Top Producer Systems Company, National Association of Realtors®, and Realtors® Information Network, Inc.'s ("Plaintiffs") Motion for Preliminary Injunction against Defendants Zillow, Inc. and Errol Samuelson ("Defendants"). This document constitutes the court's findings and conclusions pursuant to Civil Rule 52.

1 In making its decisions, the Court considered the following:

- 2 1. Plaintiffs' Motion for Preliminary Injunction;
- 3 2. Declaration of Oussama R. El-Khoury, Supplemental Declaration of El-Khoury,  
4 and third (sealed) Declaration of El-Khoury;
- 5 3. Declaration of Carol Brummer, Second Declaration of Brummer, Third  
6 Declaration of Brummer (exhibits filed under seal);
- 7 4. Declaration of Jack M. Lovejoy;
- 8 5. Sealed Declaration of David Stenhouse;
- 9 6. Sealed Declaration of Janet Branton;
- 10 7. Sealed Declaration of Ernest Graham;
- 11 8. Sealed Declaration of Joe Hanauer;
- 12 9. Sealed Declaration of Pamela Kabati;
- 13 10. Declaration of Rachel Glaser and Sealed Declaration of Rachel Glaser;
- 14 11. Declaration of Robert Goldberg and Sealed Declaration of Robert Goldberg;
- 15 12. Declaration of Steven Berkowitz and Sealed Declaration of Steven Berkowitz;
- 16 13. Defendant Zillow's Opposition to Plaintiff's Motion for Preliminary Injunction;
- 17 14. Declaration of Bruce Michael Cross in Support of Zillow's Opposition to  
18 Plaintiffs' Motion for Preliminary Injunction <sup>(31) including sealed</sup> (except for Exhibits D, E, K and N);
- 19 15. Declaration of Spencer Rascoff in Support of Zillow's Opposition to Plaintiffs'  
20 Motion for Preliminary Injunction;
- 21 16. Defendant Samuelson's Opposition to Plaintiffs' Motion for Preliminary  
22 Injunction;

1 17. Declaration of Errol Samuelson, Second Declaration of Samuelson, Third  
2 Declaration of Samuelson (partially sealed), and Fourth Declaration of Samuelson (sealed);

3 18. Declaration of Clemens Barnes;

4 19. Plaintiffs' Reply; and

5 20. The records and files herein.

6 The Court heard oral argument of the parties on May 9, 2014. The Court deems itself  
7 fully advised and finds and concludes as follows:

8 I. FINDINGS OF FACT

9 1. This Court has personal jurisdiction and subject matter jurisdiction, and venue is  
10 proper.

11 2. Move, Inc. ("Move") is a publicly traded company that conducts business in the  
12 online residential real estate industry. The National Association of Realtors ("NAR") is a  
13 member based organization made up of real estate professionals. Move and NAR are parties to  
14 an operating agreement and a strategic partnership, including the operation of realtor.com.

15 3. Errol Samuelson was an employee of Move for over ten years before he suddenly  
16 resigned without notice from Move on March 5, 2014 and joined Zillow, Inc. ("Zillow"), which  
17 is Move's primary competitor.

18 4. Samuelson was an executive officer of Move from 2006 until the end of his  
19 employment.

20 5. Samuelson was Chief Revenue Officer of Move from 2009-2013.

21 6. From 2013 until the end of his employment at Move, Samuelson was Move's  
22 Chief Strategy Officer.

1 7. In 2013, [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 8. In his capacity as employee and executive officer of Move and president of

6 realtor.com, Samuelson was Move's primary contact with NAR and all high level strategy,

7 budgeting, and planning communications flowed through Samuelson to Move. Samuelson had

8 access to and gained knowledge of material, non-public information belonging to all of the

9 Plaintiffs. Much of this material, non-public information constitutes trade secret information

10 belonging to Plaintiffs.

11 9. In this order, the term "Plaintiffs' Trade Secret Information" includes non-public

12 information learned by Samuelson about Plaintiffs' budgets; finances; marketing plans; product

13 and technology development plans; competitive strategy and strategic plans; agreements and

14 relationships with strategic partners, contact lists; vendors and customers; technological

15 capabilities; and strategies that are planned, in process, and/or not yet launched. Specific

16 examples of Plaintiffs' Trade Secret Information are contained in testimony in and exhibits

17 accompanying the declarations filed under seal, such as

18 a. The reasons and strategies behind [REDACTED]

19 [REDACTED]

20 [REDACTED] See the sealed Declaration of Ernest Graham and

21 the sealed Declaration of Joe Hanauer;

- 1 b. Move's plans to [REDACTED]  
2 [REDACTED] the specifics of the [REDACTED] the reasons and strategies  
3 behind those [REDACTED] See the sealed Declaration of Joe Hanauer;
- 4 c. Move's goal to [REDACTED]  
5 [REDACTED] and the reasons and strategies  
6 behind [REDACTED] and the manner in which Move [REDACTED] See the  
7 sealed Declaration of Joe Hanauer;
- 8 d. Move's plans and strategies relating to how it will [REDACTED]  
9 See the sealed Declaration of Joe Hanauer;
- 10 e. The fact that Move [REDACTED]  
11 [REDACTED]  
12 [REDACTED] See the sealed Declaration of  
13 Steve Berkowitz;
- 14 f. Move's reasons for [REDACTED]  
15 [REDACTED] See the sealed Declaration of Steve Berkowitz;
- 16 g. The non-public data about Move's finances, budget, goals, plans, and strategies,  
17 and the non-public data about the performance of Move and realtor.com's various  
18 business lines, products, and functions across multiple platforms in the documents  
19 pertaining to Move's Quarterly Business Review. See the sealed Declaration of  
20 Steve Berkowitz, Exhibits 6-8;
- 21 h. The fact of Move's [REDACTED] and the  
22 [REDACTED] See the sealed Declaration of Steve Berkowitz,  
23 Exhibit 11;
- 24

1 i. NAR's strategies for achieving competitive advantages for realtor.com through

2 [REDACTED]

3 [REDACTED] See the sealed Declaration of Janet Branton;

4 j. Move's strategic analysis of the [REDACTED]

5 [REDACTED] See the sealed Declaration of Carol Brummer, Exhibits 5 and 6;

6 k. Move's and NAR's [REDACTED]

7 [REDACTED] See the sealed

8 Declaration of Carol Brummer, Exhibit 7;

9 l. Move's [REDACTED]

10 [REDACTED]

11 [REDACTED] See the sealed Declaration of Rachel Glaser;

12 m. Move's strategic analysis of [REDACTED]

13 [REDACTED]

14 [REDACTED] See the sealed Declaration of Rachel Glaser;

15 n. NAR's plans, strategies, and reasons for its plans and strategies with respect to

16 [REDACTED] See the sealed Declaration of Robert Goldberg;

17 o. NAR's plans to [REDACTED]

18 [REDACTED] See the sealed Declaration

19 of Robert Goldberg;

20 p. NAR's strategies for achieving competitive advantages for realtor.com by

21 [REDACTED]

22 [REDACTED] See the sealed declaration of Pamela Kabati.

1 10. The information just identified derives independent economic value for Plaintiffs  
2 from the fact that it is not known or readily ascertainable by competitors who could derive  
3 economic value from it.

4 11. Given the absence of any time between Mr. Samuelson's resignation from Move  
5 and the commencement of his employment with Zillow, Samuelson likely retained<sup>s</sup> much of  
6 Plaintiffs' Trade Secret Information <sup>(b) (in his memory)</sup> through memorization; Samuelson's declarations evidence  
7 the retention of substantial information.

8 12. Plaintiffs make reasonable efforts under the circumstances to protect the secrecy  
9 of the information discussed above. Those efforts include, but are not limited to the following:

10 a. Move requires officers to certify each quarter their compliance with  
11 Move's Code of Ethics. The Code of Ethics requires the certifying officers to comply with the  
12 Move Confidentiality Agreement. Both the Code of Ethics and the Confidentiality Agreement  
13 require Move's officers to maintain the secrecy of Move's confidential and trade secret  
14 information.

15 b. Move issues computers to employees and requires employees to certify,  
16 each time they log on to a Move computer, that the information contained in the computer  
17 belongs to Move.

18 c. Move generally requires non-disclosure agreements during negotiations  
19 with strategic partners, vendors, customers, and possible merger partners.

20 d. Move limits its budget, finance, and strategic-planning discussions to [REDACTED]  
21 [REDACTED] <sup>(b) (in his memory)</sup> which included Samuelson. Discussions of possible mergers and acquisitions are limited  
22 to [REDACTED] <sup>(b) (in his memory)</sup> which included Samuelson. Many strategy-setting  
23 discussions were limited to [REDACTED]

1 13. Samuelson and Zillow had discussed employment before 2013 and renewed their  
2 discussions toward the end of 2013. On January 11, 2014, Samuelson sent Zillow a "term sheet"  
3 outlining the employment terms to which he would agree.

4 14. Samuelson and Zillow agreed to a "deal" about Samuelson's employment with, <sup>(b2) (most terms ok)</sup>  
5 and stock grants in, Zillow on or before February 19, 2014. Samuelson did not disclose the  
6 negotiations or the agreement to Plaintiffs. Samuelson then stayed on as an executive officer of  
7 Move for two more weeks, during which he harvested additional trade secret information.

8 15. In a February 28, 2014 chat message with the CEO of Zillow, Samuelson stated  
9 the possibility that he could unintentionally or inadvertently disclose Move's information to  
10 Zillow. Samuelson's deal with Zillow included an indemnification agreement. Samuelson  
11 insisted upon, and received, indemnification for unintentional or inadvertent disclosure of  
12 Move's information.

13 16. On March 3-4, 2014, using deception, Mr. Samuelson improperly used Move's  
14 business license and caused Move employees and Bell telephone to switch his Move phone  
15 number from Move to him personally.

16 17. On March 4, 2014, Samuelson erased the memory from his Move-issued iPad and  
17 iPhone, and took steps to erase data from his Move-issued Apple computer. The court draws  
18 negative inferences from defendant's handling of electronic information prior to and after his  
19 resignation, especially because Mr. Samuelson consulted with an employment litigation attorney  
20 in Seattle on February 19 and 25, 2014.

21 18. On March 3-4, 2014, at a time that Mr. Samuelson knew he would resign from  
22 Move and join Zillow, Mr. Samuelson received additional information on several sensitive <sup>(b2) (Confidential and)</sup>  
23  
24



1 strategies being pursued by Move and NAR. Mr. Samuelson obtained some of this information in  
2 response to communications he initiated.

3 19. Late in the afternoon on March 4, 2014, after Mr. Samuelson had decided to  
4 resign from Move, he rekindled a conversation with NAR about secret strategies for a NAR  
5 initiative. Because Mr. Samuelson did not disclose his intention to resign, NAR, RIN, and Move  
6 all entrusted Samuelson with additional trade secret information. See, e.g., Goldberg Sealed  
7 Dec., Ex. 2, Brummer Sealed Dec., Ex. 7, Berkowitz Sealed Dec., ¶ 16.

8 20. Samuelson copied computer data without authorization on to a USB drive and  
9 then on to the computer of a Move employee (the employee should not have been in possession  
10 of the information because of the employee's job title/status).

11 21. At the time he resigned from Move, Samuelson took an electronic version of his  
12 contact lists without authorization. At the time he resigned, Samuelson had a copy of his  
13 presentations prepared while employed by Move, <sup>②</sup> which <sup>(only recently agreed to)</sup> Samuelson has not returned <sup>to</sup> the presentations-  
14 <sup>return</sup> to Move. <sup>to</sup>

15 22. On March 5, 2014, at approximately 9:00 a.m., Samuelson informed Move that he  
16 was resigning effective immediately. Samuelson resigned without notice and had already  
17 negotiated employment commencing immediately with a direct competitor.

18 23. At the time he resigned, Samuelson still had a Dell laptop computer belonging to  
19 Move which contains Move's confidential and trade secret information. Move demanded return  
20 of the computer. Samuelson subsequently gave the Dell laptop to a third party vendor and  
21 <sup>instructed</sup> <sup>(to)</sup> authorized the vendor to copy information from the laptop. Asserting that the laptop had personal  
22 items on it, Samuelson refused to return the laptop. As of May 9, 2014, Samuelson had not  
23  
24

1 returned Move's Dell laptop computer to Move or copies of any information made from the Dell  
2 laptop.

3 24. Zillow, Inc. is the primary direct competitor of Move in the online real estate  
4 advertising industry. Zillow's headquarters are in Washington State and Zillow is a Washington  
5 corporation.

6 25. Samuelson commenced employment with Zillow at 9:30 a.m. on March 5, 2014.  
7 Samuelson joined Zillow as its Chief Industry Development Officer. Samuelson was served with  
8 the Summons and Complaint at Zillow's Seattle headquarters, indicating that threatened  
9 misappropriation is occurring in Washington. The benefits that would be reaped by defendants  
10 from trade secret misappropriation would be received in Washington State.

11 26. Zillow's talking points for Samuelson's employment indicate that Zillow hired  
12 Samuelson for his "insights."

13 27. During negotiations for employment in December 2013, Samuelson disclosed  
14 information to Zillow.

15 28. In February 2014, while Samuelson was still an executive officer of Move, Zillow  
16 identified Samuelson as the part "owner" of a task to prepare a "call down list for multiple listing  
17 services." While still an executive officer of Move, Mr. Samuelson prepared notes about people  
18 he intended to contact after joining Zillow. While employed by Move, Mr. Samuelson also  
19 provided input to Zillow for "talking points" to be used as part of his joining Zillow.

20 29. In February 2014, Samuelson disclosed information about a strategy that he was  
21 not authorized to disclose. In February 2014, knowing that he was likely going to work for  
22 Zillow, but not disclosing that fact, Samuelson misrepresented an important fact when  
23  
24

1 negotiating a potential deal with a subsidiary of NAR. The misrepresentation caused the  
2 proposed negotiation to stall.

3 30. On March 4, and on or around March 10, 2014, Zillow made statements about  
4 Move that implied that it had new information about Move's business. Given the timing of these  
5 statements, circumstantial evidence supports a conclusion that Samuelson disclosed trade secret  
6 information to Zillow. <sup>At</sup>

7 31. <sup>Bob</sup> Some of Samuelson's publicly filed testimony evidences <sup>Bob</sup> in this matter has a lack of care in protecting trade  
8 secret information.

9 32. Samuelson's actions, such as taking his contact list while wiping the iPhone he  
10 returned to Move, helped Samuelson competitively and hurt Move competitively.

11 33. Samuelson's testimony initially suggested that he would be impoverished if the <sup>such that he would not</sup>  
<sup>be able to afford his</sup> house  
12 court issued an injunction prohibiting him from working. A much fuller picture has emerged  
13 about Samuelson's financials, calling the accuracy and completeness of his initial testimony into  
14 question.

15 34. Move and NAR have a substantial likelihood of success on claims for threatened  
16 misappropriation of trade secret information.

17 <sup>At</sup> Details of **II. CONCLUSIONS OF LAW**

18 1. Move's and NAR's business plans and strategies, including unlaunched business  
19 strategies, and other information identified above and in the court's injunction below constitute  
20 trade secret information under RCW 19.108.010(4).

21 2. Samuelson misappropriated Plaintiffs' Trade Secret Information by acquiring it  
22 using improper means and by copying information without authorization. Defendant  
23  
24

1 Samuelson's conduct before and after resigning from Move threatens misappropriation of  
2 Plaintiffs' Trade Secret Information.

3 3. Because misappropriation and threatened misappropriation occurred and will  
4 occur in Washington State, Washington law applies to this dispute.

5 4. Plaintiffs have a right to injunctive relief under RCW 19.108.020(1) and/or RCW  
6 7.40.020.

7 5. Plaintiffs will suffer actual and substantial injury, and will suffer irreparable harm  
8 if the court does not enjoin defendants.

9 6. The equities favor protecting Plaintiffs' trade secrets and the balance of the  
10 equities favors Plaintiffs.

11 7. Zillow's objections to evidence submitted by Plaintiffs go to weight, not  
12 admissibility; Plaintiffs have established a sufficient foundation for testimony and documentary  
13 evidence.

14 8. Give the scope of relief the court is granting, an adequate but not excessive, <sup>(95)</sup>  
15 appropriate bond to be posted by Plaintiffs is ~~\$25,000.00~~ <sup>(5) \$150,000.00</sup> (one hundred fifty thousand dollars). RCW  
16 4.44.470.

17 WHEREAS, pursuant to Civil Rule 65 and RCW 7.40, the court finds there is a threat of  
18 disclosure of trade secrets and confidential information of Plaintiffs, which poses a threat of  
19 irreparable harm to Plaintiffs, and whereas, in light of all of the circumstances known to the court  
20 and upon a balance of the equities, the court concludes that a preliminary injunction should issue,  
21 and therefore grants Plaintiffs' motion.

22 **III. PRELIMINARY INJUNCTION**

23 **NOW THEREFORE, IT IS ORDERED:**

1 1. From the date on which this injunction is effective until this matter is adjudicated,  
2 defendant Samuelson is enjoined from, directly or indirectly, using, disclosing, or relying on  
3 Plaintiffs Trade Secret Information or any Move, Inc. and/or NAR confidential information  
4 identified above.

5 2. From the date on which this injunction is effective until this matter is adjudicated,  
6 defendant Zillow is enjoined from, directly or indirectly, appropriating or obtaining or seeking to  
7 appropriate or obtain from Mr. Samuelson, any of Plaintiffs Trade Secret Information or any  
8 Move, Inc. and/or NAR confidential information identified above, or utilizing in any way such  
9 information previously obtained.


10 3. For a period of twelve months from the date on which this injunction is effective,  
11 Mr. Samuelson is enjoined from directly or indirectly engaging in the following:

- 12 a. Discussions or efforts pertaining to top level domains, including, [REDACTED]  
13 [REDACTED]  
14 b. [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]

18 4. For a period of <sup>(2) SIX</sup> ~~nine~~ months from the date on which this injunction is effective,  
19 Mr. Samuelson is enjoined from directly or indirectly engaging in the following:

- 20 a. Efforts to sell leads or to develop or market products that gather and sell leads to  
21 real estate agents, brokers, or franchisors;<sup>3</sup>  
22 b. Developing products that create websites for real estate agents<sup>4</sup>;

23 <sup>1</sup> Goldberg ¶5-10, 20.  
24 <sup>2</sup> Goldberg ¶ 5-20 and Ex. 1.  
<sup>3</sup> Berkowitz 6:11-17(Ex. 7). Hanauer ¶ 5.

- c. Developing contact relationship management tools<sup>5</sup>;
- d. Purchasing or obtaining leads from third parties<sup>6</sup>;
- e. 
- f. Discussing Move's business-to-business lines with Zillow or members of the real estate industry;<sup>8</sup> and
- g. Discussing the distribution or sale of leads to real estate agents, brokers, or franchisors.



5. For a period of ~~twelve~~ <sup>SIX</sup> months from the date on which this injunction is effective,

Mr. Samuelson is enjoined from directly or indirectly engaging in the following:

- a. Strategic planning regarding advertising displays on Zillow's website;<sup>9</sup>
- b. Discussions of advertising strategy or allocation of Zillow's advertising spend;<sup>10</sup> and
- c. Discussions of Move's budget, advertising spend, or industry relations strategy.<sup>11</sup>

6. From the date on which this injunction is effective until this matter is adjudicated,

Mr. Samuelson is enjoined from directly or indirectly engaging in the following:

- a.   
<sup>12</sup>
- b. Efforts to acquire or develop a syndicator of real estate listing data;<sup>13</sup>

<sup>4</sup> Berkowitz 6:11-17(Ex. 7).  
<sup>5</sup> Berkowitz Ex. 6, p. 30, Ex. 8, 15-33.  
<sup>6</sup> Glaser ¶ 10 and Ex. 3.  
<sup>7</sup> Berkowitz 7:18-24.  
<sup>8</sup> Glaser ¶ 10 and Ex. 3.  
<sup>9</sup> Brummer, Ex. 7.  
<sup>10</sup> Hanauer ¶ 6.  
<sup>11</sup> Hanauer ¶ 6, 7.  
<sup>12</sup> Brummer, Exhibits 5-6.

- 1 c. [REDACTED]<sup>14</sup>
- 2 d. Efforts to interrupt the flow back to Listhub of leads generated by listings
- 3 syndicated by Listhub;<sup>15</sup>
- 4 e. Efforts to obtain access to leads generated by listings syndicated by Listhub;
- 5 f. Discussions or efforts pertaining to the manner in which data is supplied by
- 6 Zillow to Listhub or the scope of data supplied by Zillow to Listhub;<sup>16</sup>
- 7 g. Discussions of strategy or public messaging regarding Listhub;<sup>17</sup>
- 8 h. Efforts to obtain direct feeds of listing data from Multiple Listings Services, real
- 9 estate brokers, franchisors, or associations;<sup>18</sup>
- 10 i. Efforts to influence, interrupt, or prevent the agreements, relationships, or data
- 11 feeds between Multiple Listings Services, real estate brokers, franchisors,
- 12 associations and Listhub;
- 13 j. Efforts to encourage data feeds from Multiple Listings Services, real estate
- 14 brokers, franchisors, associations to parties other than Listhub;<sup>19</sup>
- 15 k. Efforts to circumvent ListHub;<sup>20</sup> and
- 16 l. [REDACTED]

17 [REDACTED]<sup>21</sup>

19 <sup>13</sup> Glaser ¶15.

20 <sup>14</sup> Berkowitz, 2:18-23; 3:7-9; 16d.

<sup>15</sup> Glaser ¶ 4.

21 <sup>16</sup> Glaser ¶ 4.

<sup>17</sup> Glaser ¶ 7.

22 <sup>18</sup> Berkowitz, 2:8, 13, 14, 17; 6:6(Ex. 6, QBR document) (berkowitz open declaration 3.27.14) 7:5-11; Glaser Dec. 7-9.

<sup>19</sup> Berkowitz, 2:8, 13, 14, 17; 6:6(Ex. 6, QBR document) (berkowitz open declaration 3.27.14) 7:5-11; Glaser Dec. 7-9.

23 <sup>20</sup> Berkowitz, 2:8, 13, 14, 17; 6:6(Ex. 6, QBR document) (berkowitz open declaration 3.27.14) 7:5-11; Glaser Dec. 7-9.

24 <sup>21</sup> Berkowitz 3:1-2; 5:3-15.

1 7. From the date on which this injunction is effective until March 4, 2015, Mr.  
2 Samuelson is enjoined from directly or indirectly engaging in the following:

3 a. Efforts to purchase or partner with [REDACTED]

4 [REDACTED]  
5 b. [REDACTED]  
6 [REDACTED]

7 8. For a period of six months from the date on which this injunction is effective, Mr.  
8 Samuelson is enjoined from directly or indirectly engaging in the following:

9 a. Discussions of realtor.com's [REDACTED]<sup>23</sup>

10 b. Discussions or efforts to develop or improve any product, service, or functionality

11 that [REDACTED]  
12 [REDACTED]<sup>24</sup>

13 9. For a period of <sup>by nine</sup> ~~twelve~~ months from the date of this order, Mr. Samuelson is  
14 enjoined from directly or indirectly engaging in the following:

15 a. Efforts to obtain, use, or display information about listing for rental properties.<sup>25</sup>

16 b. Efforts to obtain, use, or display information about listings for real estate outside  
17 of the United States.<sup>26</sup>

18 c. Efforts to obtain, use, or display information about listings for commercial real  
19 estate.<sup>27</sup>

22 <sup>22</sup> Goldberg ¶ 21-26.

23 <sup>23</sup> Graham ¶ 7-11.

24 <sup>24</sup> Hanauer ¶ 3-4.

25 <sup>25</sup> Berkowitz 6:6 (Ex. 6)

26 <sup>26</sup> Branton 2:4-3:8.

27 <sup>27</sup> Branton 3:10-18.



- 1 d. Providing information on home ownership and maintenance on Zillow's  
2 website(s).<sup>28</sup>  
3 e. Discussing NAR's plans or strategies surrounding realtor.com's integration of  
4 NAR's public advocacy initiatives.<sup>29</sup>

5 10. No later than <sup>July 7</sup> June 4, 2014, at 4:00 p.m., Defendants are ordered to return to  
6 Plaintiffs all copies of any confidential or trade secret information of Plaintiffs, including without  
7 limitation all electronic or paper copies of contact lists, presentations, information stored on the  
8 Dell laptop computer Move issued to Samuelson, and any memory devices on which such  
9 information is stored.

10 **This Preliminary Injunction is binding on defendants, their agents,**  
11 **servants, employees, and attorneys, and those persons in active**  
12 **concert or participation with them who receive actual notice of the**  
13 **order by personal service or otherwise.**

14 DATED this 30 <sup>June</sup> day of May, 2014, at Seattle, Washington.

15 

16 HONORABLE BARBARA LINDE

23 <sup>28</sup> Kabati ¶ 4-10.

24 <sup>29</sup> Kabati ¶ 11-16.

1 Presented By:

2 CABLE, LANGENBACH, KINERK & BAUER, LLP

3  
4 /s/ Jack M. Lovejoy

5 Jack M. Lovejoy, WSBA No. 36962

6 Lawrence R. Cock, WSBA No. 20326

7 Attorney for Plaintiffs

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APPROVED AS TO FORM;  
NOTICE OF PRESENTATION WAIVED:  
PERKINS COIE LLP

By: \_\_\_\_\_  
Bruce M. Cross, WSBA No. 356  
James Sanders, WSBA No. 24565  
Attorneys for Defendant Zillow, Inc.

GRAHAM & DUNN PC

By: \_\_\_\_\_  
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Attorneys for Defendant Errol Samuelson