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16 FEB 17 PM 3:37

THE HONORABLE SEAN O'DONNELL  
Noted for Consideration: February 5, 2016  
KING COUNTY  
SUPERIOR COURT CLERK  
FILED

CASE NUMBER: 14-2-07669-0 SEA

SUPERIOR COURT OF WASHINGTON  
FOR KING COUNTY

MOVE, INC., a Delaware corporation, )  
REALSELECT, INC., a Delaware corporation, ) No. 14-2-07669-0 SEA  
TOP PRODUCER SYSTEMS COMPANY, a )  
British Columbia unlimited liability company, )  
NATIONAL ASSOCIATION OF ) DECLARATION OF ERROL SAMUELSON  
REALTORS®, an Illinois non-profit corporation, ) IN OPPOSITION TO PLAINTIFFS'  
and REALTORS® INFORMATION ) SPOILIATION MOTION  
NETWORK, INC., an Illinois corporation, )  
Plaintiffs, )  
vs. )  
ZILLOW, INC., a Washington corporation, )  
ERROL SAMUELSON, an individual, and )  
DOES 1-20, )  
Defendants. )

I, Errol Samuelson, have personal knowledge of the facts stated below, am competent to testify, and state and declare as follows:

1. I have explained under oath, numerous times now and in great detail, what I did to preserve business information for Move, and what I also did to remove and protect my own private personal information. I understand that plaintiffs are now claiming that I intentionally destroyed evidence to interfere with their lawsuit against me. Nothing could be further from the truth. I did not know that Move would sue me until I was informed on March 17, 2014 that they had done so, and from that time onwards, I have diligently turned over documents or devices of

DECLARATION OF ERROL  
SAMUELSON RE:  
SPOILIATION MOTION -- 1

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1 which I was aware that could possibly be relevant here. Below I explain the sequence of my  
2 negotiations with Zillow, and why plaintiffs are wrong about my motives and actions.

3 My Employment With Move

4 2. When I left Move for Zillow on March 5, 2014, I had been with Move or its  
5 affiliated companies for most of the previous 15 years. In 1999, I started working for a company  
6 called "NetSelect," which then became "Homestore, Inc." (and was later renamed "Move, Inc.").  
7 It went public the same year. In 2001, Homestore laid me off. The following year, it was sued  
8 by numerous investors for not revealing all the pertinent facts about its business in its public  
9 filings with the SEC.

10 3. In 2002 and 2003, I did consulting work, eventually forming a consulting  
11 company, called "Pranix," with another former Homestore employee. But around August 2003,  
12 Homestore re-hired me, although it agreed that I could continue servicing Pranix's customers  
13 (most of whom were also Homestore partners or customers) while I wound up my involvement  
14 with that company. In 2006, Homestore changed its name to Move. I have held various  
15 positions at Move and its affiliated companies over those years.

16 4. I am a Canadian citizen, and have resided in Vancouver, British Columbia for all  
17 of the time I worked at Move. During most of the last decade I was at Move, my paycheck  
18 actually came from Top Producer Systems Company, which is a Canadian company owned by  
19 Move.

20 5. During my time at Move, I was required to travel frequently. Since 2003, I was  
21 on the road and away from my home for over 100 days a year almost every year. Move  
22 periodically issued me new laptop computers, which I would use not just for Move business but  
23 also for personal matters, emails and communications as it did not make sense to be carrying two  
24 computers with me while I travelled. I never understood there to be any restriction on my ability  
25 to use those computers for such personal communications. I also had a cell phone for business.  
26

1 Unlike my U.S. counterparts, who purchased their cell phones, paid their phone bills, and were  
2 reimbursed by Move, my cell phone provider billed Move directly, so Move alone received those  
3 phone bills.

4 6. I never had any non-competition agreement as part of my employment with  
5 Move, and was always free to leave Move at any time and work for a competitor such as Zillow.

6 My Early Discussions with Zillow

7 7. In 2011, Zillow first tried to hire me. After considering Zillow's overtures and  
8 even meeting with some of its people at its offices in Seattle, I told Zillow's Vice-Chairman,  
9 Lloyd Frink, that I was flattered, but not interested at that time. After I decided not to pursue that  
10 opportunity, I also informed Move's Chairman of the Board Joe Hanauer (and other Move  
11 executives such as CFO Rachel Glaser and EVP of Human Resources Carol Brummer) that I had  
12 been approached by Zillow but had turned down the offer.

13 8. On about November 11, 2013, Zillow's Chief Executive Officer Spencer Rascoff  
14 reached out to me again to see if I might be interested in talking to Zillow about taking a job  
15 there. Although we had some preliminary conversations in November and December, I told Mr.  
16 Rascoff that I wanted to wait until after the end of the year before pursuing any serious  
17 discussions.

18 9. Shortly after Mr. Rascoff contacted me, I let Curt Beardsley know about the  
19 overture. When I had turned down Zillow's offer in 2011, Zillow had then pursued Mr.  
20 Beardsley instead, although he too ultimately turned down its offer. Mr. Beardsley and I had  
21 worked together for many years, and I thought that Zillow might also have contacted him again,  
22 too. I also wanted Mr. Beardsley's advice on how I should respond to Mr. Rascoff. I similarly  
23 sought advice from other confidants, such as Matthew Moore (a former Move executive) and  
24 Kathleen Doyle-White, who was my executive coach at Move.

1                   Curt Beardsley's November 18, 2013 Email and My Response

2           10.     On November 18, 2013, Mr. Beardsley sent me a lengthy email from his personal  
3           gmail account while he was on vacation in Mexico. I was a bit surprised by the amount of detail  
4           that he included in that email regarding his thoughts about how broken Move's business model  
5           was and how likely it was that Zillow would succeed where Move was failing. Especially in the  
6           context of things happening at Move just then (that Mr. Beardsley did not know about), I also  
7           thought that email could easily be taken the wrong way later, and could put me in a very  
8           awkward position.

9           11.     You see, what Curt Beardsley did not know when he sent me that email was that  
10          Move was engaged in executive level talks with News Corp at that time about a possible  
11          acquisition of Move. Indeed, I was flying out to New York the next day to meet with News Corp  
12          executives (including its CEO, CFO, CTO, Chief Strategy Officer and Chief Creative Officer)  
13          regarding the possible acquisition. When I sent my November 19, 2013 text message to Curt  
14          mentioning that someone could "dig up or subpoena" that email, I was not thinking about a  
15          future lawsuit against me (for leaving Move) but rather about a future lawsuit against Move by  
16          News Corp or its shareholders, by Move's shareholders, or some other type of investigation  
17          related to the potential acquisition that was seeming increasingly likely to occur soon. Move's  
18          CEO, Steve Berkowitz, had already warned me that it was not unusual for shareholder lawsuits  
19          to be filed any time there was a major public company merger. I also had seen Move's  
20          predecessor company (Homestore) almost demolished by investor lawsuits and Securities and  
21          Exchange Commission investigations. I was cautiously optimistic about News Corp's potential  
22          acquisition of Move, and believed that if that acquisition occurred, I would not want to leave  
23          Move.

24          12.     But I did share many of the same frustrations expressed by Mr. Beardsley in his  
25          November 18 email. When Move hired Steve Berkowitz as its CEO in 2009, its associated  
26

1 website (Realtor.com, which competes with Zillow) was probably the most popular online  
2 destination for consumers to find a home (and as I recall, had the most monthly consumer  
3 visitors). Under Mr. Berkowitz' leadership, I had watched both Zillow and another competitor  
4 (Trulia) overtake us in web traffic and popularity, and innovate in ways that Move could not or  
5 would not. And Mr. Berkowitz had told his executive team and me that he thought it was  
6 impossible for Realtor.com to overtake Zillow and become number one once again.

7  
8 13. For many years, Move had been partnered with the National Association of  
9 Realtors ("NAR"), and that partnership put restrictions on what Move and its associated  
10 companies (including its website, Realtor.com, which Move operated for NAR) could do and  
11 how they could do it. I was asked to help renegotiate that relationship, and I put my personal  
12 credibility on the line to do so in the summer of 2013. On behalf of Move, I addressed a special  
13 meeting of NAR's 600-plus person Board of Directors on July 24, 2013, and promised NAR's  
14 leadership Board that if it would loosen certain restrictions on how Move had to operate under its  
15 partnership with NAR, Move would reciprocate by providing revised pricing, accelerated  
16 innovation and other benefits to NAR's Realtor members. NAR's board voted to do so. This  
17 vote and event was considered significant in the real estate industry – it was only the second  
18 special board meeting in NAR's 100-year history. I estimate that NAR had spent over two  
19 million dollars flying its board members to Chicago and hosting the meeting. But as the year  
20 progressed, I watched with frustration as Move failed to deliver on its promises to NAR. I  
21 reached out to Move's Chairman, Joe Hanauer, in November and December of 2013 about  
22 Move's unwillingness to live up to the commitments I had made to NAR on behalf of Move and  
23 other things that I believed needed to change at Move, but got nowhere. Instead, although I  
24 observed that Mr. Berkowitz and others executives at Move were not following through on the  
25 promises we made to NAR, I was asked to reassure NAR that everything was on track. Indeed, I  
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1 was doing just that at the NAR Realtors Conference in San Francisco on November 11, 2013  
2 when Zillow's Mr. Rascoff first reached out to me.

3 14. In short, Move was asking me to publicly promote Move's progress on  
4 commitments to NAR that I knew the company was unable or unwilling to keep. I was pushing  
5 internally for Move to do the right thing and live up to the assurances I had given NAR in  
6 exchange for the concessions Move asked for and received, but I was frustrated, and Mr.  
7 Beardsley knew of my frustrations. Indeed, while at the November NAR conference, I told both  
8 Mr. Beardsley and Move's Chairman Joe Hanauer that I felt I would be unable to get on stage to  
9 promote Move at NAR's next conference in May 2014 unless something changed. But Mr.  
10 Beardsley did not know of the ongoing talks with News Corp about a potential acquisition of  
11 Move. I had some hope that if those talks proved successful, there would be a new opportunity  
12 to push Move to honor its commitments to NAR and new opportunities for me.

13 My Wife's iPhone (the So-called "Burner" Phone)

14 15. By the beginning of 2014, it seemed unlikely that any deal with News Corp would  
15 actually happen. Around the end of 2013, News Corp had withdrawn from discussions after one  
16 of their high level executives resigned. After I returned from a family vacation over the  
17 holidays, I started discussions in earnest with Zillow. Because I was now at the point that I  
18 expected to have much more detailed and frequent discussions with Zillow executives and other  
19 personnel about possibly leaving Move to join Zillow, I thought it was appropriate not to use my  
20 Move phone for those discussions, especially since if I decided *not* to leave Move, I did not want  
21 to have numerous calls to Zillow's CEO and other executives appearing on my Move phone  
22 bills, which went directly to and were paid by Move.

23 16. Hence, I used my wife Tara's iPhone and a personal phone number for my  
24 negotiations with Zillow about a job there. This is the so-called "burner" phone. There was  
25 nothing nefarious about this and indeed, I recall that Move's CEO Steve Berkowitz also had a  
26

1 separate, personal phone that he sometimes used for non-Move business. I started using my  
2 wife's iPhone in January and deactivated the account on March 16, 2014, which coincidentally  
3 was the day before I was sued. I did not deactivate the phone account in anticipation of this or  
4 any other litigation; rather, I deactivated it because I no longer needed it as I was already  
5 working at Zillow.

6  
7 17. At the outset of the case, I gave this phone to my attorneys at Graham & Dunn,  
8 and my understanding is they obtained a forensic copy of what was on the phone and produced  
9 to plaintiffs anything that was responsive.

10 18. In short, there is no "secret Zillow phone" and no clandestine burner phone.  
11 Instead, there was a personal phone number, paid for by me to use on my wife's iPhone, as  
12 described above, which I used in my negotiations for employment with Zillow. I understand it  
13 may have been referred to at Zillow as a "secret Zillow cell." Perhaps Spencer Rascoff  
14 humorously used that terminology, just like I at times humorously referred to the phone as my  
15 "burner" phone, but the truth is simply that I used a personal phone for my negotiations with  
16 Zillow – not a Zillow phone or a Move phone.

17 19. On the morning of Sunday, March 16, 2014, I cancelled the account and returned  
18 the phone to my wife. It is likely that I also deleted any text messages that were on that phone  
19 around the same time I cancelled the account, although I have no specific recollection of doing  
20 so. It was my wife's phone, and I think it is unlikely that I would have left any messages on  
21 there before returning it to her. In any event, I did not do anything to permanently or securely  
22 delete anything on the phone.

23 I Did Not Copy Confidential Move Files To Take To Zillow.

24 20. I understand that Move is alleging that I "spent my last two weeks at Move  
25 copying files from [my] Move-issued MacBook laptop onto portable USB drives," and alleges  
26

1 that I used a Verbatim "Store N Go" USB drive, a Chipsbank USB drive; and a LaCie Rikiki  
2 USB drive to do so.

3 21. I worked up to my very last minutes at Move advancing its interests. I would  
4 never and never did obtain any Move confidential or trade secret information to use at Zillow.

5 22. With respect to the Verbatim "Store N Go" device, I do not have that in my  
6 possession and as far as I am aware, I have never had that device while at Zillow.

7 23. On about February 17, 2014, I received a Non-Disclosure Agreement from  
8 Zillow, which was sent to my personal gmail.com account. As I recall, I printed out that NDA at  
9 a Fedex Kinkos store to sign, had the Kinko's staff scan the signed document and then store it on  
10 a thumb drive, which I believe likely was this "Store N Go" drive. I believe I later put that  
11 thumb drive into my Move-issued MacBook laptop to send the scanned copy of the NDA back to  
12 Zillow.

13 24. I was a presenter at the Leading RE Conference in Las Vegas on February 27,  
14 2014. I recall having to download my presentation from my Move-issued MacBook laptop to a  
15 thumb drive so that I could get it loaded onto the laptop the conference organizers were using to  
16 show the presenters' presentation on a screen. I think this was probably the same thumb drive I  
17 had used to send my NDA. I do not believe I ever got that thumb drive back from the conference  
18 organizers, and suspect that it was left in Las Vegas then.

19 25. I do know that I did not use that thumb drive (or any other thumb drive) to  
20 download any Move confidential or trade secret information to use at Zillow.

21 26. With respect to the Chipsbank USB drive, I do not recall that device. We often  
22 had a lot of promotional thumb drives (which Move gave away at trade shows) lying around the  
23 Top Producer office. If such a drive was connected to my laptop on March 4, 2014, which was  
24 my last day at Move, I may well have tried to use it as part of my attempt to ensure that Move  
25  
26



1 business files and information was transferred off my MacBook so they would easily be  
2 accessible to my successor at Move.

3 27. Before I left Move, I took steps to minimize the disruption to Move and to leave  
4 things in good order for whomever my successor would be. I made sure to organize and provide  
5 current information stored on my computer to Move before deleting personal data from the  
6 MacBook laptop. I went to the trouble of securely deleting what was on the laptop because the  
7 computer contained sensitive personal information – regarding financial, personal tax and family  
8 matters – and I wanted to protect my privacy and the privacy of other members of my family.

9 28. When I arrived at the Top Producer offices in the late afternoon of March 4, my  
10 original plan was to transfer Move's current business data to DVDs. All of my work emails,  
11 calendar information and any other Outlook information would have been stored on Move's  
12 servers anyway, but I wanted to make sure that Move information that was natively stored on the  
13 laptop was transferred to Move before I left. But I could not figure out how to burn DVDs from  
14 the MacBook, and so thought I might be able to upload the information to Move's network.

15 29. I asked for assistance from two Move employees, Warren Cree and Ryan Green,  
16 and between the three of us, we could not burn a DVD or transfer the data to the Move network.  
17 The idea of transferring the data to a USB drive came up and ultimately (as explained below), we  
18 were able to transfer the Move data on the MacBook to the LaCie USB drive, and then from  
19 there to Warren Cree's computer. If there was another USB drive connected on March 4, it was  
20 likely part of our attempt to transfer those files. I did not leave the Top Producer offices that  
21 evening with any USB drives other than the LaCie, which was my personal property, not Move  
22 property. If there was a ChipsBank USB drive connected to the MacBook on March 4, 2014,  
23 that drive would have remained at the Top Producer offices, and unless Move disposed of it,  
24 Move should still have possession of it.

1           30. As explained above, and has been known to Move since before the lawsuit was  
2 filed, I did connect a LaCie storage device to the MacBook laptop on March 4, 2014 to ensure  
3 that Move-related business files were transferred off that laptop and given to Move. I know I  
4 also connected that LaCie storage device to the laptop before that date because I was using it to  
5 transfer my personal information off of the Move MacBook before returning it to Move.

6           31. I left Top Producer's offices for the last time around 7 or 8 pm in the evening of  
7 March 4, 2014. It had been an emotional and long day for me. I drove for about 3 hours that  
8 night down to Seattle, checked into my hotel and got a late dinner. The next day, I announced  
9 my resignation. As I recall, sometime on the morning of March 5, 2014, I checked the LaCie to  
10 make sure I had properly deleted everything off of that drive. I discovered then that the "For  
11 Warren" directory that had contained the files that we transferred to Warren Cree's computer the  
12 night before still showed up on the LaCie. I immediately deleted that "For Warren" folder  
13 (which I thought I had done the night before). I did not access or copy any of the information in  
14 that "For Warren" folder after I left Move.

15           32. The LaCie also had a "presentations directory" that contained some of the  
16 presentations I had given over the years. It also had my personal address book/contact  
17 information that I had downloaded from the MacBook (essentially, my personal Rolodex) on the  
18 LaCie, and this "Rolodex" is the only Move-related information that I ever copied from the  
19 LaCie once I was at Zillow. Move states that this LaCie drive had "Move documents on it"  
20 (Motion, at p.6, n.2) but does not identify what those documents were, so I am guessing that  
21 these contact records are the documents its expert discovered. But I disclosed that I had kept that  
22 electronic Rolodex in the first declaration I filed on April 2, 2014. Those contacts included  
23 personal, non-business related contacts, as well as work and industry contacts I had built up in  
24 over two decades in the real estate industry, some of which pre-dated my time at Move.  
25 However, I was asked not to use or reference even those contact folders, as Zillow did not want  
26

1 me using anything from Move. So I deleted even those files from my Zillow computer, and  
2 rebuilt my contacts from scratch using LinkedIn and other public sources.

3 33. Shortly after the litigation commenced (on about March 27, 2014), I turned over  
4 that LaCie drive to my attorneys. In addition to the contacts folders, that LaCie drive also had all  
5 the personal files I had removed from the Move MacBook, including many personal photos,  
6 music, tax and financial records, information from my pre-Move consulting practice and other  
7 non-Move-related records. I did not try to copy even those personal files before turning over the  
8 LaCie drive to my attorneys. And I understand that drive was transmitted to plaintiff's counsel  
9 within the first few months of the litigation. Hence, for almost two years, Move has had all of my  
10 personal files from the MacBook, and has known exactly what was on that drive.

11 All Move-related Data From the iPhone, iPad and MacBook Remained With Move.

12 34. With respect to my Move-issued iPad and iPhone, I did attempt to return these  
13 devices to factory settings before returning them to Move on March 4, 2014. As explained  
14 above, I also took steps to remove my personal information from the MacBook (and transfer off  
15 any important Move business information) before I returned it. I took these actions to protect my  
16 personal information, and because in my time at Move, the company would sometimes provide  
17 an ex-employee's devices to other employees. As a departing executive, I did not want other  
18 employees at Move later accessing the personal information that may have remained natively on  
19 those devices.

20 35. On the day I resigned, I talked with Carol Brummer at Move, and told her that I  
21 had transferred my relevant work files from the MacBook to Warren Cree's computer. I also  
22 told her that I had removed my personal information from the MacBook, so the drive would be  
23 clean. I did not try to hide what I had done, as I did not think I had done anything improper. As  
24 far as I was aware, Move had never sued a departing employee (including a former senior  
25  
26

1 employee who left the company to help create a direct competitor), and Ms. Brummer gave me  
2 no reason to think I would be the first.

3 36. Additionally, what Move does not tell the Court is that my emails, calendar  
4 entries, task lists, notes and other Outlook data were periodically backed up to Move's corporate  
5 servers, where they should remain accessible to this day. Move should still have any  
6 communications I sent through the corporate server, regardless of whether I deleted them locally  
7 from my devices.

8 Move Has A Complete Copy of the Dell Laptop Hard Drive

9 37. Move also accuses me of trying to "steal an entire hard drive of confidential Move  
10 files." Motion, at 8. I assume it is referring to a Dell laptop that I had stopped using in about  
11 November 2013, forgot I had, and which was returned to Move after I left.

12 38. As I have explained numerous times in previous declarations and testimony, that  
13 laptop was causing me problems and running out of storage capacity, which is why I switched to  
14 the MacBook laptop computer in the late fall of 2013. Prior to switching laptops, I had a full  
15 copy of the Dell hard drive made in the summer of 2013, because I was worried about it  
16 crashing. When I switched laptops, I held onto the Dell while I made sure that the MacBook  
17 would work for my needs (as it was the first time I was using an Apple laptop as my day-to-day  
18 computer). Because of my busy travel and work schedule, I simply forgot about the Dell after a  
19 while so it didn't get returned.

20 39. After I announced my resignation, Carol Brummer, the EVP of Human Resources  
21 at Move, phoned me to say that Move thought I still had that Dell laptop. I told her that I would  
22 look for it, but that if I found it, I was going to remove my personal information from it before I  
23 returned it. She did not tell me not to do so. I also asked Carol Brummer if I was going to be  
24 sued, and she assured me that was not the case.

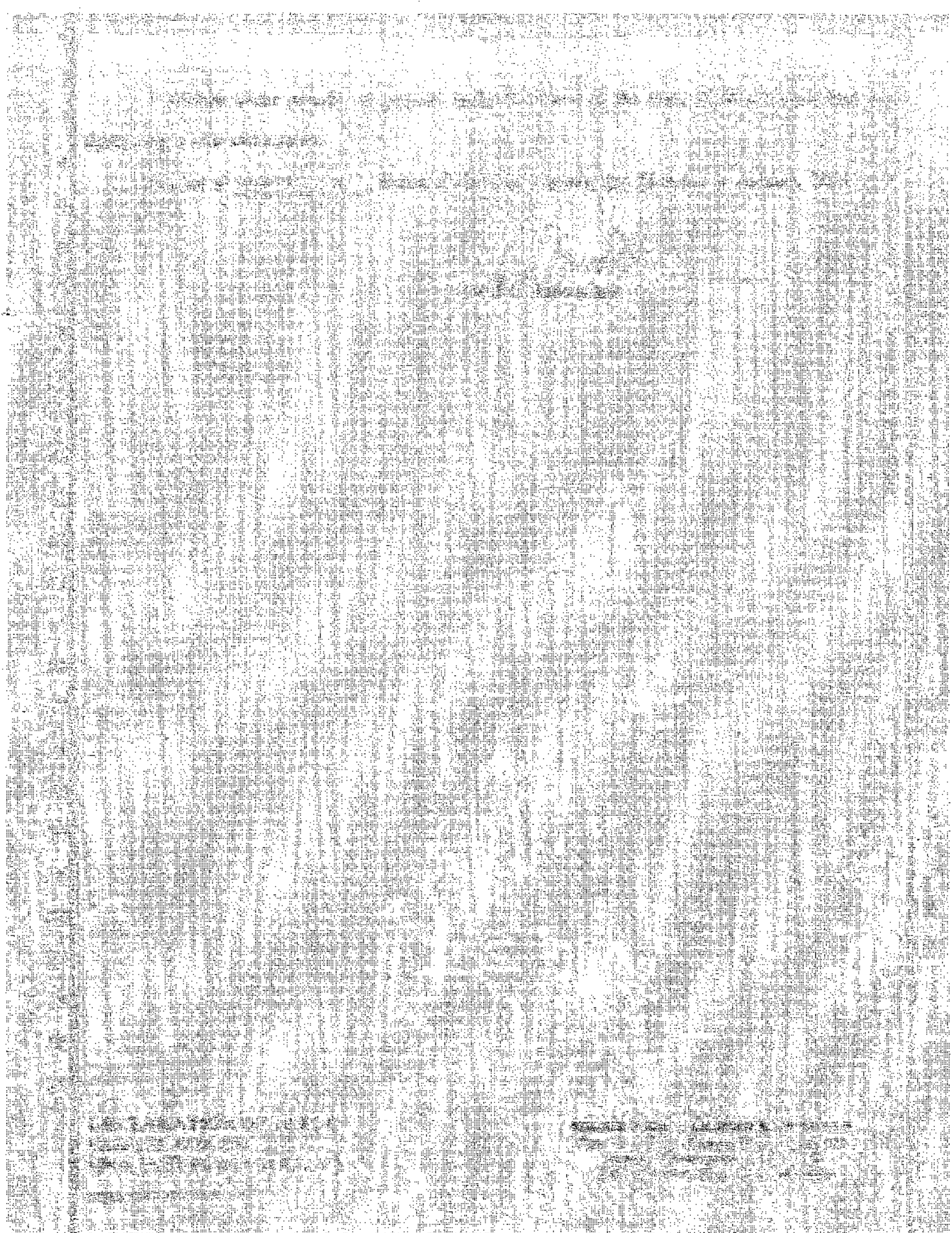
1  
2 40. I did look for the Dell after I got back home to Vancouver, and found that laptop  
3 in a box under our bed in the apartment where we were living while our new house was being  
4 built. I did not, as plaintiffs are fond of saying, "hide" that Dell laptop under our bed. Our  
5 apartment was tight on storage, and this just happened to be the place where there was room to  
6 store it (along with other things, such as my wife's summer clothes) while I tried out the  
7 MacBook. When I found the Dell, I sought advice from a computer store (NCIX) in Vancouver,  
8 British Columbia to help me remove my personal information from the laptop before returning it.  
9 I dropped that Dell computer off at the computer store on March 11, 2013, and never had  
10 possession of it again. Attached as Exhibit 1 is a true and correct copy of the receipt I received  
11 from the computer store.

12 41. As I understand it, to securely remove my personal information from that Dell  
13 computer (which had a solid state drive), I first had to have the personal data deleted and then  
14 have a cloned copy of the active (i.e., not deleted) data on the hard drive made by the computer  
15 store. In addition, I asked the computer store to exclude certain files from the cloned copy. I  
16 understand now that plaintiffs claim that an "Eraser" program was run by the computer store on  
17 March 13, 2014; my understanding is that this was not run on the original hard drive, which  
18 remains untouched. I am not sure why the computer store ran the "Eraser" software against the  
19 cloned hard drive since I did not ask them to do this. Ultimately, the cloned copy of the hard  
20 drive (against which the "Eraser" program would have been run), the original hard drive (which  
21 did not have any such program run against it, and contained the same information as when I  
22 dropped it off at the store), as well as the backup of the hard drive that had been made in mid-  
23 2013, were all returned through my attorneys to Move. In other words, Move has a full copy of  
24 the contents (as of mid-2013) of that Dell computer, another copy of the contents (as of about  
25 March 11, 2014) of that Dell computer, *plus* the hard drive from which the computer store may  
26 have erased information.

1  
2 42. Plaintiffs have also known about the personal gmail account I used to negotiate  
3 with Zillow since practically the beginning of the lawsuit. Other than perhaps spam messages or  
4 other messages that may have been routed to the trash folder (which messages I understand are  
5 likely still in that folder), I do not believe I deleted anything that might now be relevant to the  
6 lawsuit from that account before the lawsuit was filed, and did not do so afterwards. Hence,  
7 plaintiffs have had all my responsive gmail messages since the beginning of the case.

8 No Conspiracy

9 43. Finally, I want to address the plaintiffs' accusation that I conspired with Curt  
10 Beardsley. While I did discuss some of my Zillow negotiations with Mr. Beardsley and  
11 sometimes got his advice, I was negotiating and acting on my own behalf. By February 17,  
12 2013, I had signed a non-disclosure agreement with Zillow, and it is unlikely that I thereafter  
13 disclosed anything about the substance of my negotiations to Mr. Beardsley until after I resigned.  
14 However, signing that NDA did not mean I had a deal with Zillow, and indeed up until almost  
15 the day I left Move, I was still negotiating certain significant aspects of my employment  
16 agreement with Zillow (some of which could have been deal killers if not resolved). I have not  
17 ever used at Zillow any information that could be legitimately considered confidential or trade  
18 secret Move information, nor would I. I have never advised or encouraged Mr. Beardsley to use  
19 any such information.  
20  
21  
22  
23  
24  
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1  
2 I declare under penalty of perjury under the laws of the state of Washington that the  
3 foregoing is true and correct.

4 Signed at \_\_\_\_\_, British Columbia, Canada, this 24th day of January, 2016.  
5

6  
7 s/Errol G. Samuelson  
8 Errol G. Samuelson  
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DECLARATION OF ERROL  
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**DECLARATION OF SERVICE**

The undersigned declares: on the 25th day of January, 2016, a copy of the foregoing document was served on the parties' counsel, via email, at the addresses set forth below.

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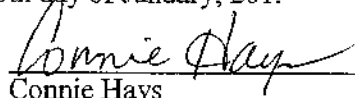
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14 I declare under penalty of perjury under the laws of the state of Washington that the  
15 foregoing is true and correct.

16 Signed at Seattle, Washington this 25th day of January, 201.

17   
18 Connie Hays  
19 Legal Assistant

20 70073989.6

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**SAMUELSON DECLARATION**  
**EXHIBIT 1**



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SHIP TO:  
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Invoice Date: 11-Mar-2014  
Branch:

**Pick Up**

Customer ID: 1000479883  
Sales Rep: Nit Taniura

**(Vancouver)**

Term: COD  
Ship Via: Pick Up (Vancouver)  
Currency: CANADIAN DOLLAR \$=1

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Canada  
Tel: 604-603-1000

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SKU	Description	Qty	Price	Amount
1634	DATA CLOAKING - Clone SSD to HDD. Install the new HDD into laptop (SP-01-1044)	1	\$120.00	\$120.00
58324-1331	Toolbox: 1000479883 24x30 Super-M 2.5in SATA Internal Hard Drive Disk (36007) [Reg: \$49.99] Serial No: [2025071210701] NEXUS provides a 30 day limited warranty on this product. The remainder of the 1 year warranty is provided by the manufacturer. (warranty length may vary depending on manufacturer and product.)	1	\$45.00	\$45.00

Shipping & Handling \$0.00  
SUBTOTAL \$175.95  
GST (7%) \$12.60  
TOTAL \$188.55  
C.O.D.  
\$188.55  
BALANCE DUE \$0.00

Customer's Signature: I have read and agreed to the Terms And Conditions Of Sale which is available at the back of original invoice or at the back of each package

**WARRANTY & RETURN POLICY:** (1) Your original receipt is required and a valid ID may be required for all returns, exchanges, and warranty claims services. (2) We accept returns and exchanges within 15 days from the date of purchase for unopened products in its original condition and packaging. (3) Opened non-defective product returns and exchanges are subject to manufacturer and a 15% restocking fee. (4) Return or exchanges must be made within 15 days from the date of purchase. (5) No returns or exchanges on customized, configured-to-order, or special order products, blank media, consumables, clearance items, and products labeled as "No Return". (6) No returns on computer software licenses, opened video games, and opened DVD movies. Due to copyright laws, you may exchange these items for the same title if the original is defective. (7) All products are covered by manufacturer's warranty unless otherwise noted. After 30 days, please contact the manufacturer for warranty services. (8) No refunds on labour or installation services. (9) This return policy is subject to change without notice. For the complete Sales Policy, please visit [www.ndx.com](http://www.ndx.com).

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1

EGS006328



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Richmond, BC V6V 2E4

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Expiry Date: 1/1/14

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