

EXHIBIT A

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10 Attorneys for Defendants Costar Realty
11 Information, Inc., and Costar Group, Inc.

12 **IN THE UNITED STATES DISTRICT COURT**
13 **FOR THE DISTRICT OF ARIZONA**

14 PETER STROJNIK, an individual,

15 Plaintiff,

16 v.

17 THE COSTAR REALTY INFORMATION,
18 INC., a Corporation; COSTAR GROUP,
19 INC.,

20 Defendants.

21 Case No. 2:08-CV-01276-PHX-SRB
22 (E-File Case)

23 **AFFIDAVIT OF SHANE D. GOSDIS**
24 **IN SUPPORT OF DEFENDANTS'**
25 **MOTION FOR AN AWARD OF**
26 **ATTORNEYS' FEES AND**
27 **EXPENSES**

28 Before: Honorable Susan R. Bolton

STATE OF ARIZONA)

) ss:

29 County of Maricopa)

30 Shane D. Gosdis, being duly sworn, states:

31
32 1. I am an attorney licensed to practice law in the State of Arizona. I am over
33 the age of 18 years and am, in all respects, competent to make this affidavit. This
34 affidavit is based upon my personal knowledge, and if called upon to testify, I could and
35 would competently testify to the following.

36 2. I am an associate at the law firm of DLA Piper LLP (US) ("DLA Piper"),

1 attorneys for Defendants The Costar Realty Information, Inc. and Costar Group, Inc.
2 (“Defendants”).

3
4 3. In my capacity as an attorney for Defendants, I am familiar with the nature
5 of this action, the pleadings and other papers that have been filed by the parties.

6 4. On July 11, 2008, I contacted Plaintiff Peter Strojnik (“Plaintiff”) regarding
7 the written discovery requests that he purported to serve in this matter. I advised
8 Mr. Strojnik that the parties were required to conduct a Rule 26(f) conference prior to
9 initiating discovery and that no such conference had occurred. In response, Mr. Strojnik
10 bluntly asked: “why don’t we do this, why don’t you just pay me off?” Plaintiff then
11 offered to dismiss the action in its entirety for \$5,000.00.
12

13 5. Later that day, I advised Mr. Strojnik that Defendants did not accept his
14 settlement offer. I further advised Mr. Strojnik that if he would voluntarily withdraw his
15 Complaint that Defendants would not seek an award of their attorneys’ fees and costs to
16 obtain the dismissal of this matter. *See* E-mail from Shane D. Gosdis to Peter Strojnik,
17 dated July 11, 2008, attached hereto as Exhibit 1. Mr. Strojnik did not respond to my
18 July 11 e-mail and did not voluntarily dismiss his Complaint.
19
20


21 6. As such, on July 11, 2008, Defendants’ filed their Motion to Dismiss. On
22 July 15, 2008, Plaintiff filed his Response to Defendants’ Motion to Dismiss. That same
23 day, July 15, 2008, Plaintiff filed his Amended Complaint, requiring Defendants to file
24 yet another Motion to Dismiss on August 1, 2008. I do not believe that a reasonable
25 attorney would have filed the original Complaint and most certainly would not have filed
26 the Amended Complaint.
27

28 7. I have spoke with attorneys representing defendants in two of the other

1 twelve copycat cases that Mr. Strojnik simultaneously filed, namely attorneys representing
2 defendants in *Strojnik v. Wyndham Hotel Group, Inc.*, filed June 10, 2008 in the Encanto
3 Justice Court, Case No. CC2008-123561 and *Strojnik v. Costa Cruise Lines NV LLC*, filed
4 June 10, 2008 in the Encanto Justice Court, Case No. CC2008-123595. Plaintiff
5 attempted to settle his claims in those other cases in a manner similar to this case.
6

7 8. More recently, on January 5, 2009, I contacted Mr. Strojnik by telephone in
8 an effort to resolve Defendants' demand for the attorneys' fees and costs it expended in
9 defending Plaintiff's Complaint. Plaintiff and I were unable to resolve the disputed issue
10 of attorneys' fees and costs. If the parties engage in further discussions regarding the
11 payment of Defendants' attorneys' fees, I will file a Supplemental Statement of
12 Consultation informing the Court of the nature and status of such discussions.
13

14 Further, affiant sayeth not.

15 
16 _____
17 Shane D. Gosdis

18 SUBSCRIBED AND SWORN to before me this 6th day of January, 2009, by
19 Shane D. Gosdis.

20 
21 _____
22 Notary Public

23 My Commission Expires:

24 March 12, 2010

