

Cynthia A. Ricketts (Arizona Bar No. 012668)
cindy.ricketts@dlapiper.com
 Shane D. Gosdis (Arizona Bar No. 022471)
shane.gosdis@dlapiper.com
 DLA Piper LLP (US)
 2415 East Camelback Road, Suite 700
 Phoenix, Arizona 85016
 Telephone: (480) 606-5100
 Facsimile: (480) 606-5101

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

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

PETER STROJNIK, an individual,

 Plaintiff,

v.

THE COSTAR REALTY INFORMATION,
 INC., a Corporation; COSTAR GROUP,
 INC.,

 Defendants.

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

**SUPPLEMENTAL AFFIDAVIT OF
 SHANE D. GOSDIS IN SUPPORT
 OF DEFENDANTS' MOTION FOR
 AN AWARD OF ATTORNEYS'
 FEES AND EXPENSES**

Before: Honorable Susan R. Bolton

STATE OF ARIZONA)
) ss:
 County of Maricopa)

Shane D. Gosdis, being duly sworn, states:

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

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”).

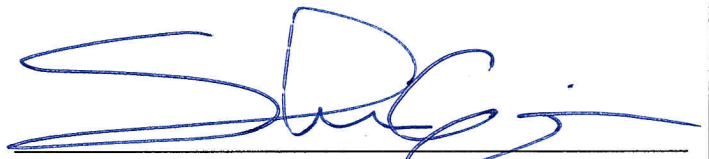
3
4 3. In my capacity as an attorney for Defendants, I am familiar with the nature
5 of this action, the pleadings and other papers that have been filed by the parties.

6 4. As set forth in greater detail in my Affidavit, dated January 6, 2009,
7 attached as Exhibit A to Defendants’ Motion for an Award of Attorneys’ Fees and
8 Expenses, on July 11, 2008, I contacted Plaintiff Peter Strojnik (“Plaintiff”) regarding the
9 written discovery requests that he purported to serve in this matter. I advised Mr. Strojnik
10 that the parties were required to conduct a Rule 26(f) conference prior to initiating
11 discovery and that no such conference had occurred. In response, Mr. Strojnik bluntly
12 asked: “Why don’t we do this, why don’t you just pay me off?” Plaintiff then offered to
13 dismiss the action in its entirety for \$5,000.00.
14
15

16 5. Later that day, I sent an e-mail to Christopher Winters, Associate General
17 Counsel and Director of Intellectual Property for Costar Group, Inc. In that e-mail, I
18 related to Mr. Winters the nature of my conversation with Plaintiff, including Plaintiff’s
19 request to me: “Why don’t we do this, why don’t you just pay me off?” See
20 Shane D. Gosdis E-mail, dated July 11, 2008, attached hereto as Exhibit A.
21

22 6. It is for this reason that I stand by the assertions set forth in my
23 January 6, 2009 Affidavit regarding the nature of my conversation with Plaintiff on
24 July 11, 2008.
25

26 Further, affiant sayeth not.

27
28 
Shane D. Gosdis

1 SUBSCRIBED AND SWORN to before me this 22nd day of January, 2009, by
2 Shane D. Gosdis.

3
4 Notary Public

5 My Commission Expires:

6 October 1, 2010

