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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

21 ASHLEY BOEHLER, an individual;
22 JAMES FRIEDRICH, an individual,

23 Plaintiffs,

24 v.

25 ZILLOW, INC., a Washington
26 corporation; and DOES 1 through 50,
27 inclusive

28 Defendants.

SACV 14-01844 DOC (DFMx)

Hon. Douglas F. McCormick

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Fact Discovery Cut-Off: Apr. 1, 2016
Final Pretrial Conference: Sept. 26, 2016
Trial Date: Oct. 18, 2016

[These Dates Apply to All Captioned Cases]

[Discovery Document: Referred to Magistrate
Judge Douglas F. McCormick]

1 RACHEL KREMER, an individual,
2 Plaintiff,
3 v.
4 ZILLOW, INC., a Washington
5 corporation; and DOES 1 through 50,
6 inclusive
7 Defendants.

SACV 14-01889 DOC (DFMx)
Hon. Douglas F. McCormick
**[PROPOSED] STIPULATED
PROTECTIVE ORDER**
[Discovery Document: Referred to
Magistrate Judge Douglas F. McCormick]

6 JENNIFER YOUNG, an individual;
7 Plaintiff,
8 v.
9 ZILLOW, INC., a Washington
10 corporation; and DOES 1 through 50,
11 inclusive
12 Defendants.

SACV 14-01922 DOC (DFMx)
Hon. Douglas F. McCormick
**[PROPOSED] STIPULATED
PROTECTIVE ORDER**
[Discovery Document: Referred to Magistrate
Judge Douglas F. McCormick]

12 STEPHEN JOHNSON, an individual;
13 REGINALD PETERSON, an individual;
14 RYAN SEDA, an individual; JASON
15 YOUSEPH, an individual; and
16 MICHAEL KERR, an individual,
17 Plaintiffs,
18 v.
19 ZILLOW, INC., a Washington
20 corporation; and DOES 1 through 50,
21 inclusive
22 Defendants.

SACV 14-01991 DOC (DFMx)
Hon. Douglas F. McCormick
**[PROPOSED] STIPULATED
PROTECTIVE ORDER**
[Discovery Document: Referred to Magistrate
Judge Douglas F. McCormick]

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GOOD CAUSE STATEMENT

The Court finds that good cause exists for issuance of this Protective Order (“Order”) pursuant to Rule 26(c) of the Federal Rules of Civil Procedure to establish a procedure for use and/or disclosure of Confidential Information and to govern the inadvertent production of Privileged Information, as those terms are defined herein, and that entry of this Order is appropriate. In particular, the Court’s finding of good cause is based on the following good cause statements by the parties:

Defendant’s Good Cause Statement

Defendant Zillow, Inc. (“Zillow”) anticipates that in the course of discovery, it may be required to produce documents that would reveal confidential and proprietary information regarding Zillow’s business, other employees, and the Plaintiffs. For example, Plaintiffs Boehler and Friedrich raise complaints regarding Zillow’s co-marketing program. Other Plaintiffs raise complaints about Zillow’s sales practices, including its practices regarding sales calls to potential customers. Strategies and internal information about Zillow’s co-marketing program, and other methods by which Zillow conducts its business, are highly confidential and, if revealed publicly, would enable Zillow’s competitors to better understand how Zillow generates sales leads, the geographic locations where Zillow targets its resources, and the methods Zillow uses to generate sales. To Zillow’s knowledge, its methods are a unique way of generating sales leads, and its ability to do so gives it a competitive edge. If this process were disclosed, competitors could adopt the same process or alter their existing sales pitches to pre-empt Zillow’s current methods, causing Zillow to lose its competitive advantage. Zillow takes care to protect such information in the ordinary course of its business, including by requiring its employees to sign Confidential Nondisclosure Agreements.

In addition, because Plaintiffs raise complaints regarding alleged discrimination, harassment, retaliation, wrongful termination, and related claims,

1 Zillow anticipates that it may be required to produce documents regarding its
2 policies and procedures for handling such issues, as well as confidential personnel
3 files or other human resources files regarding such issues. Documents regarding
4 Zillow's handling of any alleged employee complaints of discrimination,
5 harassment, retaliation, wrongful termination, and related claims may contain
6 confidential communications between employees and Zillow's human resources
7 department, or within Zillow's human resources department or management
8 regarding how to handle such issues. Zillow is careful to protect its employees'
9 right to confidentiality and takes effort not to disclose such information publicly
10 unless necessary. In addition, Zillow has the expectation that it may have
11 confidential communications within its management and human resources
12 department regarding the handling of sensitive employee issues, and that such
13 matters will not be disclosed publicly unless required by law.

14 Moreover, Zillow has an obligation to its employees not to disclose publicly
15 their private information, including information that is included in or that pertains
16 to their personnel files, employment status, salary, benefits, job performance, and
17 related issues. For example, Plaintiffs Johnson, Peterson, and Seda allege that they
18 were discriminated against and treated differently than similarly situated
19 employees. Should Zillow be required to produce information regarding other
20 employees' job performance, those employees are entitled to have the
21 confidentiality of such information preserved.

22 Zillow respectfully submits that there is good cause to permit Zillow to
23 designate as "CONFIDENTIAL" documents produced in the course of discovery
24 and that (1) relate to or would disclose Zillow's proprietary business methods,
25 including documents regarding Zillow's sales, leads, customers, agents, finances,
26 business plans, products, services, market research, intellectual property, marketing
27 plans, and website operations; (2) relate to or would disclose Zillow's confidential
28 information relating to human resources and personnel issues, including documents

1 regarding employee complaints, employee job performance, employee personnel
2 files; and (3) relate to our would disclose confidential information of Zillow
3 employees, including their personnel files, identifying information such as
4 addresses, phone numbers and social security numbers, and salary or benefits
5 information.

6 Zillow respectfully admits that its ability to designate documents as
7 “CONFIDENTIAL” when produced in discovery is without prejudice to Plaintiffs’
8 ability to challenge any such designation and is not alone determinative of whether
9 such documents should remain under seal if filed with the Court. *See, e.g., Seattle*
10 *Times Co. v. Rhinehart*, 467 U.S. 20, 33 (1984) (“[P]retrial depositions and
11 interrogatories are not public components of a civil trial. . . . Much of the
12 information that surfaces during pretrial discovery may be unrelated, or only
13 tangentially related, to the underlying cause of action. Therefore, restraints placed
14 on discovered, but not yet admitted, information are not a restriction on a
15 traditionally public source of information.”); *Kamakana v. Honolulu*, 447 F.3d
16 1172, 1179-80 (9th Cir. 2006) (applying different standards to “sealed discovery
17 document[s] [attached] to a non-dispositive motion” and discovery documents
18 attached to dispositive motions because “[t]he public policies that support the right
19 of access to dispositive motions, and related motions, do not apply with equal force
20 to non-dispositive materials”); *Bond v. Utreras*, 585 F.3d 1061, 1066 (7th Cir.
21 2009) (“Unfiled discovery is private, not public.”).

22 Plaintiffs’ Good Cause Statement

23 Plaintiffs Ashley Boehler, James Friedrich, Rachel Kremer, Jennifer Young,
24 Stephen Johnson, Reginald Peterson, Ryan Seda, Jason Youseph, and Michael Kerr
25 (collectively “Plaintiffs”) anticipate that in the course of discovery, they may be
26 required to produce documents that would reveal confidential and personal medical
27 information that is protected under the Health Insurance Portability and
28 Accountability Act of 1996, 42 U.S.C. § 1320 et seq. (hereafter “HIPAA”). In

1 addition, during the course of litigation it is reasonably anticipated that Zillow may
2 be required to produce private information contained in Plaintiffs' employment and
3 personnel files that is ordinarily protected and confidential.

4 Plaintiffs' complaints include, but are not limited to: (1) emotional distress;
5 (2) physical injuries; (3) sexual harassment; (4) gender, race, age, and disability
6 discrimination; (5) verbal abuse; (6) retaliation; and (7) wrongful termination.
7 Plaintiffs anticipate that they will be required to produce medical records
8 substantiating their claims for emotional distress and other injuries. Documents
9 regarding Plaintiffs' physical and emotional injuries, as well as other information
10 that may be contained in Plaintiffs' medical records, are private and protected under
11 HIPAA.

12 Plaintiffs respectfully submit that there is good cause to permit Plaintiffs to
13 designate as "CONFIDENTIAL" documents produced in the course of discovery
14 that (1) relate to or would disclose Plaintiffs' confidential information relating to
15 Plaintiffs' medical history and medical records; and (2) relate to or would disclose
16 Plaintiffs' confidential information relating to Plaintiffs' employee personnel files.

17 Plaintiffs respectfully admit that their ability to designate documents as
18 "CONFIDENTIAL" when produced in discovery is without prejudice to Zillow's
19 ability to challenge any such designation and is not alone determinative of whether
20 such documents should remain under seal if filed with the Court. *See, e.g., Seattle*
21 *Times Co. v. Rhinehart*, 467 U.S. 20, 33 (1984) ("[P]retrial depositions and
22 interrogatories are not public components of a civil trial. . . . Much of the
23 information that surfaces during pretrial discovery may be unrelated, or only
24 tangentially related, to the underlying cause of action. Therefore, restraints placed
25 on discovered, but not yet admitted, information are not a restriction on a
26 traditionally public source of information."); *Kamakana v. Honolulu*, 447 F.3d
27 1172, 1179-80 (9th Cir. 2006) (applying different standards to "sealed discovery
28 document[s] [attached] to a non-dispositive motion" and discovery documents

1 attached to dispositive motions because “[t]he public policies that support the right
2 of access to dispositive motions, and related motions, do not apply with equal force
3 to non-dispositive materials”); *Bond v. Utreras*, 585 F.3d 1061, 1066 (7th Cir.
4 2009) (“Unfiled discovery is private, not public.”).

5 **THEREFORE, IT IS HEREBY ORDERED THAT:**

6 Certain materials, information, Documents (as defined in paragraph 1 below)
7 or testimony (collectively “Discovery Materials”) produced or given by the parties
8 or non-parties in the course of pre-trial discovery or used or produced at trial in this
9 action will involve disclosure of confidential, proprietary, financial, technical,
10 scientific, personnel, and business information (“Confidential Information”).
11 Moreover, despite the reasonable precautions taken by the parties, Confidential
12 Information and/or documents protected by the attorney-client privilege, attorney
13 work product or any other privilege (“Privileged Information”) may be
14 inadvertently disclosed. Accordingly, the parties agree that the following
15 provisions shall govern disclosure and use of all such Discovery Materials
16 containing Confidential Information and the return of inadvertently disclosed
17 Privileged Information.

18 1. As used herein, “Documents” shall include data (including electronic
19 data) and any other material (and their contents) produced through discovery by the
20 parties, as well as any portion of a transcript of a deposition or other proceeding,
21 exhibit, affidavit, declaration, answers to interrogatories, or responses to requests
22 for admission.

23 2. Confidential Information may be found in, but not limited to, all or any
24 of the following specifically designated “Confidential” or “Confidential –
25 Attorney’s Eyes Only” Documents and the content thereof: (a) Documents,
26 depositions or testimony, responses to written discovery, and any other information
27 or material produced or otherwise made available to the parties in this action; (b)
28 copies, extracts, reports, studies, notes, complete or partial summaries and other

1 Documents or materials made or prepared from Confidential Information except
2 that it shall exclude attorney work product; and (c) transcripts, exhibits and other
3 pleadings or writings that summarize or otherwise disclose Confidential
4 Information.

5 3. This Order covers Documents and/or information or material
6 designated by the disclosing party or non-party (hereinafter, the “Source”) as
7 containing or consisting of Confidential Information. Any Source may, in good
8 faith, designate any such materials or portions thereof as being subject to the
9 provisions of this Order by means of a stamp or other designation on the Document
10 of the word “Confidential” or “Confidential – Attorney’s Eyes Only.” The parties
11 must undertake a good faith effort to make confidentiality designations on a
12 document-by-document basis. Confidentiality must be assessed with respect to each
13 individual document, and no category of documents is entitled to a presumption of
14 confidentiality, other than as provided by law.

15 4. The parties shall apply the designation “Confidential” to information
16 or materials that the Source in good faith believes to constitute a trade secret,
17 proprietary business information, private personnel information and/or data, and/or
18 any information that implicates or may implicate the privacy rights of the Source
19 and/or a third party, and that is not otherwise publicly available (unless such
20 information or materials were placed in the public domain as a result of a violation
21 of any duty, law, or agreement, in which case the “Confidential” designation may
22 still apply).

23 5. The parties shall apply the designation “Confidential – Attorney’s
24 Eyes Only” only to a limited amount of Confidential Information that the producing
25 party is obligated, by agreement or statutory obligation or the privacy rights of any
26 third-party, to keep confidential in a manner consistent with that designation, such
27 that the producing party has a reasonable basis for concluding that the protections
28 afforded to documents designated “Confidential” would not be adequate.

1 6. In designating materials, Documents or portions thereof as
2 “Confidential” or “Confidential – Attorney’s Eyes Only” the Source shall mark
3 every page and/or significant component, which contains Confidential Information
4 with the appropriate “Confidential” or “Confidential – Attorney’s Eyes Only”
5 stamp. Transcripts of deposition or other testimony shall be designated by
6 reference to the page and lines being designated. Designation shall be made at the
7 time such materials are produced or given, except that: (a) in the case of testimony
8 upon deposition or hearing, such designations shall be made within twenty (20)
9 business days after the transcript of such deposition or hearing is available; (b) any
10 such transcript of a deposition or hearing shall provisionally be treated as
11 “Confidential – Attorney’s Eyes Only” until the twenty (20) business day period for
12 serving confidentiality designations has expired; and (c) a reasonable extension of
13 any applicable time period hereunder may be agreed to in writing among counsel
14 for the respective parties. Designations may be withdrawn by the Source at any
15 time.

16 7. Unless otherwise ordered by the Court, any Document or material
17 designated by any source as containing Confidential Information shall be
18 safeguarded and shall not be disclosed by non-designating counsel, except, subject
19 to the provision of this Order, to:

20 a. the named Plaintiffs, unless the Confidential Information has
21 been designated “Confidential – Attorney’s Eyes Only.” If the Confidential
22 Information in question has been so designated, this subparagraph shall not
23 authorize its disclosure to such party.

24 b. Defendant Zillow, Inc., including but not limited to its inside
25 counsel, including paralegals, clerical or other support staff or services and any
26 officers, directors, managers, supervisors or human resources personnel with
27 responsibilities related to the subject matter of this litigation unless the Confidential
28 Information has been designated “Confidential – Attorney’s Eyes Only.” If the

1 Confidential Information in question has been so designated, this subparagraph
2 shall not authorize its disclosure to such party.

3 c. counsel of record for the party to whom such Documents or
4 materials are produced or given, including co-counsel of record and the legal
5 associates, paralegals, clerical or other support staff or services of such counsel or
6 co-counsel assigned to assist such counsel in the preparation of this litigation;

7 d. the Court, including any Court personnel, stenographers or other
8 persons involved in taking or transcribing court or deposition testimony in this
9 action, and members of the jury, provided that any Confidential Information
10 submitted or filed with the Court shall be accompanied by an Application and Order
11 to Seal seeking to have the Confidential Information filed under seal pursuant to
12 Local Rule 79-5 and the provisions of Paragraphs 14 and 15 below;

13 e. any court reporter (including audio and video) involved in this
14 action;

15 f. independent experts or consultants who have been consulted or
16 retained by counsel in this action to furnish technical or expert services or to give
17 technical or expert testimony in the trial of this action, provided that such expert or
18 consultant signs the Undertaking attached to this Order as Exhibit A,
19 acknowledging that he or she has read a copy of this Order and agrees to be bound
20 by its terms;

21 g. copying, imaging, computer services and/or litigation support
22 services provided that all Confidential Information and/or Documents, including
23 copies thereof whether in hard copy or electronic form, are retrieved by the
24 furnishing party upon completion of any such copying, imaging and computer
25 services;

26 h. special masters or mediators;

27 i. the direct staff of persons designated in paragraphs 7 (f), (g) and
28 (h), subject to any conditions enumerated therein;

1 j. any deposition witness, subject to the terms of paragraph 10
2 below;

3 k. any other Person upon written consent from counsel for the
4 party which produced or gave such Document(s), provided that such person signs
5 the Undertaking in the form attached to this Order as Exhibit A, acknowledging that
6 he or she has read a copy of this Order and agrees to be bound by its terms.

7 8. Confidential Information designated “Confidential – Attorney’s Eyes
8 Only” may be disclosed only to persons described in ¶ 7, subparagraphs c, d, e, f, g,
9 h, and i and to deposition witnesses only as provided in paragraph 10 below.

10 9. Nothing in this Order shall prevent any party from producing any
11 Document or information in his, her or its possession in response to a lawful
12 subpoena or other compulsory process, provided that written notice shall be given
13 to all other parties at least ten (10) business days prior to the return date of the
14 subpoena or other compulsory process seeking discovery of the designated
15 materials.

16 10. Subject to the terms of this Order any party may utilize Confidential
17 Information designated as “Confidential” in the course of a deposition provided
18 that, prior to his or her examination, the witness is furnished a copy of this Order
19 and has executed the Undertaking attached to this Order as Exhibit A. Any party
20 may utilize Confidential Information designated as “Confidential – Attorney’s Eyes
21 Only” in the course of a deposition provided that the deponent either prepared or
22 reviewed the “Confidential – Attorney’s Eyes Only” document prior to its
23 production and prior to his or her examination, the witness is furnished a copy of
24 this Order and has executed the Undertaking attached to this Order as Exhibit A. If
25 a deponent refuses to sign the Undertaking, disclosure of such information to the
26 witness during the deposition shall not be a waiver of confidentiality and shall not
27 prevent examination of the witness on Documents or other information containing
28 Confidential Information. Such witness shall not be allowed to retain copies of

1 either the Confidential Information or any portions of their deposition transcript
2 containing Confidential Information. If disclosure of Confidential Information is
3 opposed, nothing in this Paragraph 10 shall preclude a party from continuing the
4 deposition until the matter can be raised before and ruled upon by the Court.

5 11. The parties agree to take reasonable precautions to prevent disclosure
6 of Confidential Information without the “Confidential” or “Confidential –
7 Attorney’s Eyes Only” designation provided for in this Order. However, it is
8 possible that inadvertent or mistaken disclosures will still be made, despite all
9 reasonable precautions. If Documents containing Confidential Information are
10 inadvertently or mistakenly disclosed, the parties agree that the Source may request
11 the return of such Documents or materials within ten (10) business days after the
12 discovery of their inadvertent or mistaken disclosure to allow the designation of the
13 Documents or materials as Confidential Information consistent with the provisions
14 of this Order. If the receiving party fails to return such Documents or materials, the
15 Source may move the Court for an Order compelling their return.

16 12. If Confidential Information is made an exhibit to or the subject of
17 examination during a deposition, arrangements shall be made (a) to bind separately
18 said exhibits, as well as confidential portions of the transcript or pleading and (b) to
19 place them in a sealed envelope appropriately marked.

20 13. Nothing in this Order shall prevent either party from using Documents
21 designated as “Confidential” or “Confidential – Attorney’s Eyes Only” or from
22 referring to or reciting any information contained in such materials, in connection
23 with the litigation in this matter including any hearing, motion, brief, trial, or other
24 proceeding in this action, provided the relevant portions of Paragraph 14 and 15
25 below are complied with in full.

26 14. Any party filing pleadings, motions, or other papers with the Court that
27 contain or make reference to Confidential Information shall file an Application and
28 Order to Seal seeking to have the Confidential Information filed under seal pursuant

1 to Local Rule 79-5 and following the procedures outlined therein, as well as any
2 applicable procedures of Magistrate Judge Douglas F. McCormick and the
3 Honorable David O. Carter.

4 15. Nothing herein shall prevent a receiving party from challenging any
5 designation of a Document as “Confidential” or “Confidential – Attorney’s Eyes
6 Only.” Any such challenge shall be raised through the procedures outlined in Local
7 Rule 37. Notwithstanding a challenge or application to the Court pursuant to
8 Paragraph 15, all Documents designated as “Confidential” or “Confidential –
9 Attorney’s Eyes Only” shall be subject to this Order until the Source withdraws the
10 designation or until the Court determines that the Document is not appropriately
11 designated as “Confidential” or “Confidential – Attorney’s Eyes Only.”

12 16. Within thirty (30) days after the final determination of this action (*i.e.*,
13 after all appellate rights have been exhausted), all Documents designated as
14 containing Confidential Information and all copies thereof shall, upon written
15 request, be returned to counsel for the Source who initially produced such
16 Documents (unless previously permanently discarded, in which case, counsel for
17 the receiving party shall certify in writing to counsel for the Source that such
18 Documents have been permanently discarded), provided that copies may be kept by
19 counsel of any pleading, brief or Document submitted to the Court, deposition
20 and/or trial transcripts and exhibits thereto and correspondence subject to this
21 Order.

22 17. The parties further agree to take reasonable precautions to prevent the
23 inadvertent or mistaken disclosure of Documents containing Privileged
24 Information. The parties further agree that “reasonable precautions” shall include,
25 by way of example and not limitation, a multi-level review of documents for
26 production, including searching for and gathering documents from offices,
27 businesses and other locations where responsive information might be located and
28 having lawyers or paralegals carefully review the documents for Privileged

1 Information, redacting those portions of Documents where only a portion is
2 protected and preparing detailed privilege logs reflecting any withheld material.

3 Despite all reasonable precautions, the parties recognize that inadvertent or
4 mistaken disclosures of Privileged Information may still be made. If Documents
5 containing Privileged Information are inadvertently or mistakenly disclosed, the
6 parties agree that the following procedure shall govern:

7 a. The Source shall promptly advise the receiving party of the
8 disclosure and shall recall any such inadvertently disclosed Documents by making a
9 request of the receiving party for their return.

10 b. If a receiving party becomes aware that a Source inadvertently
11 or mistakenly disclosed Documents containing Privileged Information, the
12 receiving party shall promptly advise the Source in writing of the disclosure and
13 return the Documents and any and all copies to the Source.

14 For purposes of this Paragraph 17, the Parties agree that the return of
15 inadvertently or mistakenly disclosed Documents shall be reasonably prompt if
16 returned within fifteen (15) business days after the Source or receiving party learns
17 of the inadvertent or mistaken disclosure. If the receiving party fails to return such
18 Documents or materials, the Source may move the Court for an Order compelling
19 their return. Notwithstanding any such motion to the Court, all Documents
20 containing Privileged Information that are inadvertently or mistakenly disclosed
21 shall be subject to this Order until the Source withdraws its request for their return
22 or until the Court determines that the Document is not appropriately claimed as
23 Privileged Information.

24 18. Documents produced in these matters shall be produced across all four
25 above-captioned actions. The production of any document in any of the above-
26 captioned actions does not operate as an admission that the document is relevant or
27 would be admissible in trial in that action, nor does it operate as a waiver of any
28 objection any party might make to the document's admissibility. The parties reserve

1 the right to object to the admission of any document produced in any action,
2 including on the grounds that it was produced because it was relevant to a different
3 action but not to the action in which the opposing party seeks to admit or introduce
4 the document.

5 19. This Order may be amended by written agreement between
6 counsel for the parties, subject to approval of the Court, or may be modified by
7 motion to the Court.

8 20. This Order shall survive the termination of this litigation. The Court
9 shall retain jurisdiction, even after the termination of this litigation, to enforce this
10 Order.

11 **IT IS SO ORDERED.**

12 Dated: August 4, 2015



13 _____
14 DOUGLAS F. McCORMICK
15 United States Magistrate Judge

Exhibit A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

ASHLEY BOEHLER, an individual;
JAMES FRIEDRICH, an individual,

Plaintiffs,

v.

ZILLOW, INC., a Washington
corporation; and DOES 1 through 50,
inclusive

Defendants.

SACV 14-01844 DOC (DFM_x)

**DECLARATION AND
UNDERTAKING TO COMPLY
WITH TERMS OF STIPULATED
PROTECTIVE ORDER**

RACHEL KREMER, an individual,

Plaintiff,

v.

ZILLOW, INC., a Washington
corporation; and DOES 1 through 50,
inclusive

Defendants.

SACV 14-01889 DOC (DFM_x)

**DECLARATION AND
UNDERTAKING TO COMPLY
WITH TERMS OF STIPULATED
PROTECTIVE ORDER**

JENNIFER YOUNG, an individual;

Plaintiff,

v.

ZILLOW, INC., a Washington
corporation; and DOES 1 through 50,
inclusive

Defendants.

SACV 14-01922 DOC (DFM_x)

**DECLARATION AND
UNDERTAKING TO COMPLY
WITH TERMS OF STIPULATED
PROTECTIVE ORDER**

STEPHEN JOHNSON, an individual;
REGINALD PETERSON, an individual;
RYAN SEDA, an individual; JASON
YOUSEPH, an individual; and
MICHAEL KERR, an individual,

Plaintiffs,

v.

ZILLOW, INC., a Washington
corporation; and DOES 1 through 50,
inclusive

Defendants.

SACV 14-01991 DOC (DFM_x)

**DECLARATION AND
UNDERTAKING TO COMPLY
WITH TERMS OF STIPULATED
PROTECTIVE ORDER**

1 **DECLARATION AND UNDERTAKING OF _____**

2 I, _____, declare as follows:

3 1. My address is _____.

4 2. My present employer and the address of my present employer (if
5 different from above) are _____. I
6 have received a copy of the Stipulated Protective Order in the above-captioned
7 actions.

8 3. Having carefully read and understood the provisions of the Stipulated
9 Protective Order, I agree to be bound by its terms.

10 4. I will hold in confidence and not disclose to anyone not qualified
11 under the Stipulated Protective Order, and will use only for purposes of this action,
12 any Documents designated as “Confidential” or “Confidential – Attorney’s Eyes
13 Only” as set forth in the Stipulated Protective Order, which are disclosed to me. I
14 will maintain any such information in a safe and secure place.

15 5. I will return all Documents designated as “Confidential” or
16 “Confidential – Attorney’s Eyes Only” which come into my Possession and
17 Documents or things I have prepared relating thereto, to counsel of the party that
18 provided such materials to me. I acknowledge that such return shall not relieve me
19 from any continuing obligation imposed on me by the Stipulated Protective Order.

20 6. I agree to submit to the jurisdiction of the United States District Court
21 for the Central District of California, for purposes of enforcement of this
22 Declaration and Undertaking.

23 I declare under penalty of perjury under the laws of the State of California
24 that the foregoing is true and correct.

25 Dated this ____ day of _____, 201__.

26 Signature _____

27
28 Print Name _____