

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Southern Division

COSTAR REALTY INFORMATION,
INC., et al.

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Plaintiffs,

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v.

Case No.: 8:06-CV-00655-PJM

ATKINSON HUNT, et al.

*

Defendants.

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Declaration of David R. Atkinson

I, DAVID R. ATKINSON, hereby certify that I am over 18 years of age, competent to testify, and have personal knowledge of the facts contained in this Declaration.

1. I am the principal of Atkinson Hunt (“Atkinson”), one of the defendants in this action. I am responsible for all management and operational decisions for Atkinson Hunt and am familiar with all of its business operations.

2. “Atkinson Hunt” is the tradename of Laser Marketing, Inc., a New Jersey corporation with its principal place of business in Cherry Hill, New Jersey. Atkinson has an office staff of approximately ten full-time employees and six part-time employees.

3. Atkinson’s principal business involves the generation of sales leads for businesses. Atkinson does not license or sell data, business information, or lists of information.

4. In early 2004, I investigated the possible use of Plaintiffs’ business information database services on behalf of Atkinson by inquiring with CoStar’s New Jersey-based representatives. I never had any discussions with any CoStar representatives in Maryland. After engaging in discussions with these sales representatives, I ultimately decided against using CoStar’s services, in part due to CoStar’s refusal to grant access to the services on a trial or evaluation basis and also due to the availability of alternative services similar to CoStar’s services. Neither I nor Atkinson has ever entered into any contract or agreement with CoStar, whether at that time or at any time thereafter.

5. In or around August, 2004, I entered into discussions with Mr. James Davis, principal of Resource Realty, about the formation of a joint venture between Atkinson and Resource Realty. Upon information and belief,

at that time, Resource Realty entered into a license agreement with CoStar through CoStar's New Jersey sales office for use of certain CoStar informational databases.

6. In the license agreement between Resource Realty and CoStar, Resource Realty named me as an authorized user. Neither I nor Atkinson was a party to that license agreement and I was not involved in any negotiations or discussions with CoStar relating to that license agreement, though it was my understanding that I, on behalf of Atkinson, was permitted to access the informational databases under the terms of the license agreement as an authorized user.

7. To the extent Atkinson made any use of the CoStar informational databases, such use was limited in nature and was strictly for purposes of evaluating whether the CoStar informational database was able to provide usable information for the joint venture. Neither I nor Atkinson have accessed or attempted to access any of CoStar's information databases since the time of Atkinson's involvement in the joint venture with Resource Realty in 2004.

8. The joint venture between CoStar and Atkinson never fully materialized, did not actually do any business, and did not make any profits.

9. Over the past ten years, Atkinson has provided leads to only seven entities operating in the State of Maryland representing approximately three percent of Atkinson's overall business over that period of time.

10. Atkinson does not own, use, or possess any real estate or other property in the State of Maryland and does not have a business address in Maryland. Atkinson has never paid nor been required to pay taxes in the State of Maryland. Further, Atkinson does not have any investments in Maryland, nor does it maintain an account with a Maryland-based bank.

11. Atkinson does not have a mailing address, post office box, or telephone directory listing in the State of Maryland, and has never been required to submit to jurisdiction in any action in a state or federal court located in the State of Maryland. Atkinson has never advertised in any Maryland-based publication. Atkinson has never knowingly or intentionally caused any harmful or tortious activity in Maryland.

12. Because I personally handle all operations of Atkinson, and due to the relatively small size of the company, litigation outside of New Jersey will be a significant inconvenience for me and my company.

I declare that the foregoing is true and correct pursuant to the laws of the State of Maryland and the United States.

Executed this 28th day of July, 2006.

/s/*

David R. Atkinson

* Counsel hereby certifies that he has a signed copy of the foregoing document available for inspection at any time by the court or a party to this action.