

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
GREENBELT DIVISION**

COSTAR REALTY INFORMATION, INC.,  
and COSTAR GROUP, INC.,

Plaintiffs,

v.

KLEIN & HEUCHAN, INC. and  
SCOTT BELL,

Defendants.

Civil Action No. 8:08-cv-1575-AW

**DECLARATION OF STEVEN J. WILLIAMS**

I, Steven J. Williams, declare as follows:

1. My name is Steven J. Williams. I am employed by CoStar Group, Inc. ("CoStar") as the Assistant Director of the fraud, Theft & Litigation Team. The statements in this declaration are based upon personal knowledge and I would testify to such statements under oath if called upon as a witness.

2. I have been working in CoStar's legal department since September of 2003 in various capacities related to the investigation of unauthorized use of CoStar's services. As a result of my experience, I have become very familiar with CoStar's policies, practices, and procedures for both licensing its online products, providing service to its clients, investigating theft of its products, as well as the technological tools it uses to do those things.

3. Attached to this Declaration as Exhibit 1 is a true and accurate copy of CoStar's Online Terms of Use. Users of CoStar's services are presented with CoStar's Online Terms of

Use the first time they log in to CoStar's website. Before they may begin using CoStar's products, they must click "I Accept" to the Online Terms of Use. Without indicating such acceptance, the person is not able to use CoStar's products. In addition, CoStar's software periodically requires users to review the Online Terms of Use again and to confirm their acceptance of those Terms of Use.

4. CoStar keeps internal records of each log-in session made to its products. These records are kept in CoStar's ordinary course of business and reflect the data gathered from CoStar's website as well as the information available from a user's computer and the Internet related to a particular log-on session.

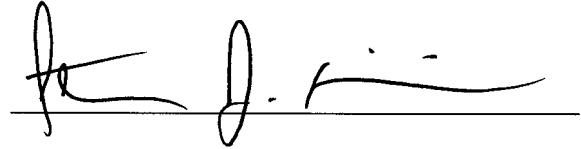
5. Those records show that one or more persons using a user name and password assigned to Scott Bell logged on to CoStar's website on at least 132 occasions for a total of 46 hours, involving "hits" to 12,829 pages on the CoStar website. By virtue of having logged on to CoStar's website, Scott Bell accordingly would have had to indicate his acceptance to CoStar's Online Terms of Use. I am attaching a true and correct copy of a log of the log-ins under the name Scott Bell as Exhibit 2 to this declaration.

6. I understand that Klein & Heuchan is requesting a transfer of venue to Maryland to the Middle District of Florida. However, such a transfer would be very inconvenient to CoStar. CoStar's computer servers, on which access records are kept, are located in Maryland. All of the documents upon which CoStar would rely to prove Bell's use of CoStar's website and products, CoStar's ownership and registration of the photographs and databases infringed by Bell and K&H, and CoStar's damages, are all located in Maryland at CoStar's Bethesda, Maryland, offices. In addition, all of the witnesses who would testify on behalf of CoStar in defense of CoStar and in support of CoStar's claims all work out of CoStar's Bethesda office. It would be

inconvenient for both CoStar and its employee witnesses to travel to Florida for depositions, discovery, hearings, and any trial in this case.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 14<sup>th</sup> Day of August 2008 at Bethesda, Maryland.

A handwritten signature in black ink, appearing to read "S. J. Williams", is written over a horizontal line.

Steven J. Williams

# EXHIBIT 1

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- (3) Marketing properties;
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- you do not have a right to transmit under any law, contractual obligation (i.e., nondisclosure agreement) or fiduciary duty;

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(10) Use any portion of the Product to encourage or engage in illegal activity, stalk or harass another person, or violate these Terms of Use or any applicable local, state, national or international law, rule, regulation or ordinance, including without limitation, state and local real estate practice, spam or privacy laws.

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WE RESERVE THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, TO PROSPECTIVELY CHANGE THE NATURE AND AMOUNT OF FEES CHARGED FOR ACCESS TO THE PRODUCT OR ANY OF THE COMPONENTS OR SERVICES AVAILABLE ON THE PRODUCT, AND THE MANNER IN WHICH SUCH FEES ARE ASSESSED.

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Last updated: May 24, 2006



## EXHIBIT 2

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