

HONORABLE JAMES L. ROBART

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

CORUS REALTY HOLDINGS, INC.,

Plaintiff,

v.

ZILLOW GROUP, INC.; ZILLOW,  
INC.; and TRULIA, LLC,

Defendants.

Case No. 2:18-cv-00847-JLR

**STIPULATED PROTECTIVE ORDER**

NOTE ON MOTION CALENDAR:  
December 4, 2018

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

1 2. DEFINITIONS

2 2.1 “CONFIDENTIAL” Material:

3 “Confidential material” shall include the documents, tangible things, and other information  
4 produced or otherwise exchanged that contains or reflects information that is confidential,  
5 proprietary and/or commercially sensitive and includes:

- 6 (i) information about the producing party’s product development, design, or  
7 specifications for commercial products;  
8 (ii) information the producing party is obligated by law to maintain in confidence;  
9 (iii) accounting/financial information, books, and records that are not made public;  
10 (iv) sales information about commercial products that are not made public, including  
11 information on pricing and sales volumes;  
12 (v) customer information and data;  
13 (vi) business and marketing plans, strategies, analyses, or surveys;  
14 (vii) information on producing party’s competitors and competitive environment;  
15 (viii) contracts and agreements or any draft, negotiations, or summaries thereof  
16 (ix) information that is subject to the privacy interest of any individual (e.g., medical  
17 records, financial information, etc.).

18 2.2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Material: “Highly  
19 Confidential Attorneys’ Eyes Only material” is “confidential material” that includes extremely  
20 commercially sensitive information, disclosure of which to another party or non-party would create  
21 a substantial risk of serious harm that could not be avoided by less restrictive means. Such  
22 information shall include but is not limited to trade secrets, confidential research and development,  
23 any non-public financial, technical, marketing, pricing and revenue information, and any other  
24 commercially sensitive trade secret information.

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1           2.3 “HIGHLY CONFIDENTIAL – SOURCE CODE” Material: “Highly Confidential  
2 Source Code material” is “confidential material” that includes extremely commercially sensitive  
3 computer code and associated comments and revision histories, formulas, engineering  
4 specifications, or schematics that define or otherwise describe in detail the algorithms or structure  
5 of software, disclosure of which to another party or non-party would create a substantial risk of  
6 serious harm that could not be avoided by less restrictive means.

7           3.     SCOPE

8           The protections conferred by this agreement cover not only confidential material (as  
9 defined above), but also (1) any information copied or extracted from confidential material; (2) all  
10 copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,  
11 conversations, or presentations by parties or their counsel that might reveal confidential material.

12           However, the protections conferred by this agreement do not cover information that is in  
13 the public domain or becomes part of the public domain through trial or otherwise.

14           4.     ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

15           4.1     Basic Principles. A receiving party may use confidential material that is disclosed  
16 or produced by another party or by a non-party in connection with this case only for prosecuting,  
17 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the  
18 categories of persons and under the conditions described in this agreement. Confidential material  
19 must be stored and maintained by a receiving party at a location and in a secure manner that ensures  
20 that access is limited to the persons authorized under this agreement.

21           4.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
22 by the court or permitted in writing by the designating party, a receiving party may disclose any  
23 confidential material only to:

24                   (a)     the receiving party’s counsel of record in this action, as well as employees  
25 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

1 (b) the officers, directors, and employees (including in house counsel) of the  
2 receiving party to whom disclosure is reasonably necessary for this litigation and who have signed  
3 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (c) experts and consultants to whom disclosure is reasonably necessary for this  
5 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) the court, court personnel, and court reporters and their staff;

7 (e) copy or imaging services retained by counsel to assist in the duplication of  
8 confidential material provided that counsel for the party retaining the copy or imaging service  
9 instructs the service not to disclose any confidential material to third parties and to immediately  
10 return all originals and copies of any confidential material;

11 (f) during their depositions, witnesses in the action to whom disclosure is  
12 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”  
13 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of  
14 transcribed deposition testimony or exhibits to depositions that reveal confidential material must  
15 be separately bound by the court reporter and may not be disclosed to anyone except as permitted  
16 under this agreement;

17 (g) the author or recipient of a document containing the information or a  
18 custodian or other person who otherwise possessed or knew the information; and

19 (h) any person the parties agree to in writing.

20 4.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
21 “HIGHLY CONFIDENTIAL – SOURCE CODE” Materials. Unless otherwise ordered by the  
22 court or permitted in writing by the designating party, a receiving party may disclose Highly  
23 Confidential Attorneys’ Eyes Only or Source Code materials only to:

24 (a) the receiving party’s counsel of record in this action, as well as employees  
25 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

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1 (b) experts and consultants to whom disclosure is reasonably necessary for this  
2 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A)  
3 and to whom the procedures set forth in paragraph 4.4, below, have been followed;

4 (c) the court, court personnel, and court reporters and their staff;

5 (d) copy or imaging services retained by counsel to assist in the duplication of  
6 confidential material provided that counsel for the party retaining the copy or imaging service  
7 instructs the service not to disclose any confidential material to third parties and to immediately  
8 return all originals and copies of any confidential material;

9 (e) the author or recipient of a document containing the information or a  
10 custodian or other person who otherwise possessed or knew the information.; and

11 (f) any person the parties agree to in writing.

12 4.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE  
14 CODE”:

15 (a) Unless otherwise ordered by the court or agreed to in writing by the  
16 designating party, a party that seeks to disclose to an expert or consultant any information or item  
17 that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
18 “HIGHLY CONFIDENTIAL – SOURCE CODE” pursuant to paragraph 4.3(b) first must make a  
19 written request to the designating party that (1) identifies what category of information, whether it  
20 is “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL  
21 – SOURCE CODE,” that the receiving party seeks permission to disclose to the expert or  
22 consultant, (2) sets forth the full name of the expert or consultant and the city and state of his or  
23 her primary residence, (3) attaches a copy of the expert or consultant’s current resume, (4)  
24 identifies the expert or consultant’s current employer(s), (5) to the extent non-confidential and not  
25 privileged, identifies each person or entity from whom the expert has received compensation or  
26 funding for work in his or her areas of expertise or to whom the expert has provided professional

1 services, including in connection with a litigation, at any time during the preceding five years, and  
2 (6) identifies (by name and number of the case, filing date, and location of court) any litigation in  
3 connection with which the Expert has offered expert testimony, including through a declaration,  
4 report, or testimony at a deposition or trial, during the preceding five years.

5 (b) A party that makes a request and provides the information specified in the  
6 preceding respective paragraphs may disclose the subject protected material to the identified expert  
7 or consultant unless, within 7 days of delivering the request, the party receives a written objection  
8 from the designating party. Any such objection must set forth in detail the grounds on which it is  
9 based.

10 (c) A party that receives a timely written objection must meet and confer with the  
11 designating party to try to resolve the matter by agreement within seven days of the written  
12 objection. If no agreement is reached, the party seeking to make the disclosure to the expert or  
13 consultant may seek a conference with the Court pursuant to the Court's Order of September 12,  
14 2018 and, if necessary, file a motion as provided in Local Civil Rule 7 seeking permission from  
15 the court. Any such motion must describe the circumstances with specificity, set forth in detail the  
16 reasons why the disclosure to the expert or consultant is reasonably necessary, assess the risk of  
17 harm that the disclosure would entail, and suggest any additional means that could be used to  
18 reduce that risk. In addition, any such motion must be accompanied by a competent declaration  
19 describing the parties' efforts to resolve the matter by agreement (i.e., the extent and the content  
20 of the meet and confer discussions) and setting forth the reasons advanced by the designating party  
21 for its refusal to approve the disclosure.

22 In any such proceeding, the party opposing disclosure to the expert or consultant  
23 shall bear the burden of proving that the risk of harm that the disclosure would entail (under the  
24 safeguards proposed) outweighs the receiving party's need to disclose the protected material to its  
25 expert or consultant.

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1           4.5    Filing Confidential Material. Before filing confidential material or discussing or  
2 referencing such material in court filings, the filing party shall confer with the designating party  
3 to determine whether the designating party will remove the confidential designation, whether the  
4 document can be redacted, or whether a motion to seal or stipulation and proposed order is  
5 warranted. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards  
6 that will be applied when a party seeks permission from the court to file material under seal.

7           5.    DESIGNATING PROTECTED MATERIAL

8           5.1    Exercise of Restraint and Care in Designating Material for Protection. Each party  
9 or non-party that designates information or items for protection under this agreement must take  
10 care to limit any such designation to specific material that qualifies under the appropriate  
11 standards. The designating party must designate for protection only those parts of material,  
12 documents, items, or oral or written communications that qualify, so that other portions of the  
13 material, documents, items, or communications for which protection is not warranted are not swept  
14 unjustifiably within the ambit of this agreement.

15           Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
16 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to  
17 unnecessarily encumber or delay the case development process or to impose unnecessary expenses  
18 and burdens on other parties) expose the designating party to sanctions.

19           If it comes to a designating party's attention that information or items that it designated for  
20 protection do not qualify for protection, the designating party must promptly notify all other parties  
21 that it is withdrawing the mistaken designation.

22           5.2    Manner and Timing of Designations. Except as otherwise provided in this  
23 agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or  
24 ordered, disclosure or discovery material that qualifies for protection under this agreement must  
25 be clearly so designated before or when the material is disclosed or produced.

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1 (a) Information in documentary form: (e.g., paper or electronic documents and  
2 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),  
3 the designating party must affix the word “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
4 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” to each page  
5 that contains such material. If only a portion or portions of the material on a page qualifies for  
6 protection, the producing party also must clearly identify the protected portion(s) (e.g., by making  
7 appropriate markings in the margins).

8 A party or non-party that makes original documents or materials available for  
9 inspection need not designate them for protection until after the inspecting party has indicated  
10 which material it would like copied and produced. During the inspection and before the  
11 designation, all the material made available for inspection shall be deemed “HIGHLY  
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or, for source code related materials,  
13 “HIGHLY CONFIDENTIAL – SOURCE CODE.” After the inspecting party has identified the  
14 documents it wants copied and produced, the producing party must determine which documents,  
15 or portions thereof, qualify for protection under this Order. Then, before producing the specified  
16 documents, the producing party must affix the appropriate designation in the manner described  
17 above.

18 (b) Testimony given in deposition or in other pretrial proceedings: the parties  
19 and any participating non-parties must identify on the record, during the deposition or other pretrial  
20 proceeding, all protected testimony, without prejudice to their right to so designate other testimony  
21 after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the  
22 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or  
23 exhibits thereto, as confidential. If a party or non-party desires to protect confidential information  
24 at trial, the issue should be addressed during the pre-trial conference.

25 (c) Other tangible items: the producing party must affix in a prominent place  
26 on the exterior of the container or containers in which the information or item is stored the word



1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
2 “HIGHLY CONFIDENTIAL – SOURCE CODE” as appropriate. If only a portion or portions of  
3 the information or item warrant protection, the producing party, to the extent practicable, shall  
4 identify the protected portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
6 designate qualified information or items does not, standing alone, waive the designating party’s  
7 right to secure protection under this agreement for such material. Upon timely correction of a  
8 designation, the receiving party must make reasonable efforts to ensure that the material is treated  
9 in accordance with the provisions of this agreement.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
12 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality  
13 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
14 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
15 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
16 original designation is disclosed.

17 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute  
18 regarding confidential designations without court involvement. Any motion regarding confidential  
19 designations or for a protective order must include a certification, in the motion or in a declaration  
20 or affidavit, that the movant has engaged in a good faith meet and confer conference with other  
21 affected parties in an effort to resolve the dispute without court action. The certification must list  
22 the date, manner, and participants to the conference. A good faith effort to confer requires a face-  
23 to-face meeting or a telephone conference.

24 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court  
25 intervention, the designating party may file and serve a motion to retain confidentiality under Local  
26 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of

1 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those  
2 made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
3 other parties) may expose the challenging party to sanctions. All parties shall continue to maintain  
4 the material in question as confidential until the court rules on the challenge.

5 7. PROSECUTION BAR

6 Absent written consent from the producing party, any individual who receives access to  
7 Highly Confidential Attorneys' Eyes Only material that is of a technical nature or Highly  
8 Confidential Source Code material shall not be involved in the prosecution of patents or patent  
9 applications directed to real-estate mobile software applications, including without limitation the  
10 patents asserted in this action and any patent or application claiming priority to or otherwise related  
11 to the patents asserted in this action, before any foreign or domestic agency, including the United  
12 States Patent and Trademark Office ("the Patent Office"). For purposes of this paragraph,  
13 "prosecution" includes drafting, amending, advising, or otherwise affecting the scope or  
14 maintenance of patent claims. To avoid any doubt, this paragraph does not preclude an individual  
15 from representing a party challenging or defending a patent before a domestic or foreign agency  
16 (including, but not limited to, a reissue protest, *ex parte* reexamination or *inter partes* review or  
17 reexamination)—however, in the case where the individual is defending a patent before a domestic  
18 or foreign agency, while that individual may participate in the defense of the patent, that individual  
19 may not suggest, review, direct, or prepare any claim amendments. This Prosecution Bar shall  
20 begin when access to the Highly Confidential Attorneys' Eyes Only material that is of a technical  
21 nature or Highly Confidential Source Code material is first received by the affected individual and  
22 shall end two (2) years after the receiving individuals involvement with this action ends or two (2)  
23 years after final termination of this action, whichever comes first.

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1 8. SOURCE CODE

2 8.1 To the extent production of source code becomes necessary in this case, a  
3 Producing Party may designate source code as “HIGHLY CONFIDENTIAL – SOURCE CODE”  
4 in accordance with Paragraph 2.3 above.

5 8.2 Protected Material designated as “HIGHLY CONFIDENTIAL – SOURCE CODE”  
6 shall be subject to all of the protections specific in this Order including the Prosecution Bar set  
7 forth in Paragraph 7, and may be disclosed only to the individuals identified in section 4.3 above.

8 8.3 Any source code produced in discovery shall be made available for inspection, in a  
9 format allowing it to be reasonably reviewed and searched, during normal business hours or at  
10 other mutually agreeable times, at the Seattle office (or closest office if there is no Seattle office)  
11 of the producing party’s lead counsel or another mutually agreed upon location. The source code  
12 shall be made available for inspection on at least two secured computers (“Source Code  
13 Computers”) in a secured room without Internet access or network access to other computers, and  
14 the receiving party shall not copy, remove, edit, or otherwise transfer any portion of the source  
15 code onto any recordable media or recordable device. No smart phones or other recording devices  
16 or cameras may be brought into the room containing the Source Code Computers. The producing  
17 party may visually monitor the activities of the receiving party’s representatives during any source  
18 code review, but only to ensure that there is no unauthorized recording, editing, copying, or  
19 transmission of the source code, and not to monitor or review the notes, work product, or sections  
20 of the code reviewed by the representative. Absent agreement to the contrary, the receiving party  
21 must give at least five (5) business days’ notice of its intent to inspect source code so the producing  
22 party can ensure that adequate staffing is available to facilitate and monitor the source code review.

23 8.4 The receiving party may use appropriate tool software on the Source Code  
24 Computers, which shall be installed by the producing party, including at least one text viewer, for  
25 instance, Visual Slick Edit, that is capable of printing out Source Code with page and line numbers  
26 and at least one multi-file text search tool, for instance “grep.” Licensed copies of other mutually

1 agreed upon tool software will be installed on the Source Code Computers by the producing party.  
2 The receiving party shall pay all costs associated with the purchase and installation of such  
3 software tools, and must provide the producing party with copies of such software tool(s) at least  
4 five (5) business days in advance of the date upon which the receiving party wishes to have the  
5 additional software tools available for use on the Source Code Computers. If the agreed upon tool  
6 software requires a license, the receiving party shall provide the producing party with a CD or  
7 DVD (or URL, as applicable) containing licensed copies of all software tool(s) to be loaded on the  
8 Source Code Computers. Such request should be made at least five (5) business days in advance  
9 of the date upon which the receiving party wishes to have the software tools available for use on  
10 the Source Code Computers. To the extent the reviewing party makes any notes on the contents of  
11 the source code, such notes shall also be designated as "HIGHLY CONFIDENTIAL – SOURCE  
12 CODE" and in no event may any notes made during or after the review copy any portion of the  
13 source code verbatim.

14 8.5 The receiving party may request paper copies of limited portions of source code  
15 that are reasonably necessary for the preparation of court filings, pleadings, expert reports, or other  
16 papers, or for deposition or trial, but shall not request paper copies for the purposes of reviewing  
17 the source code. The producing party shall provide all such source code in paper form including  
18 bates numbers and the label "HIGHLY CONFIDENTIAL – SOURCE CODE." Absent agreement  
19 of the parties, a receiving party may not request more than 25 consecutive pages of code, and no  
20 more than 350 total pages of code. Any challenges to or modifications of the limitations on the  
21 amount of source code to be printed may be made pursuant to the dispute resolution procedure and  
22 timeframes set forth herein. The receiving party shall have the burden of showing why the  
23 additional printed code is necessary to the case and why the necessity of disclosure of this  
24 additional code outweighs the highly confidential nature of the source code.

25 8.6 Access to source code material shall be limited to up to three (3) outside consultants  
26 or experts of the receiving party (i.e., not existing employees of a party or an affiliate of a party)

1 retained for the purpose of this action and approved to access such protected materials pursuant to  
2 the above. The receiving party shall maintain a record of any individual who has inspected any  
3 portion of the source code in electronic form. The receiving party shall maintain all paper copies  
4 of any printed portions of the source code, as well as any notes created during the review of the  
5 source code, in a secured, locked area. The receiving party shall not create any electronic or other  
6 images of the paper copies and shall not convert any of the information contained in the paper  
7 copies into any electronic format. The receiving party shall only make additional paper copies if  
8 such additional copies are (1) necessary to prepare court filings, pleadings, or other papers  
9 (including a testifying expert's expert report), (2) necessary for deposition, or (3) otherwise  
10 necessary for the preparation of its case. Any paper copies used during a deposition shall be  
11 retrieved by the producing party at the end of each day and must not be given to or left with a court  
12 reporter or any other individual.

13       8.7 Upon request of the deposing party, and to the extent reasonably necessary, a  
14 computer with the source code of the party being deposed will be made available during deposition,  
15 at the offices of the lead counsel of the producing party, with a connected printer to allow for any  
16 additional source code that is reasonably necessary during the deposition to be printed out and  
17 identified by production numbers or source code file name and line numbers, as appropriate. Any  
18 paper copies of source code used during a deposition shall not be provided to the court reporter or  
19 attached to deposition transcripts. All paper copies used during the deposition shall be collected  
20 and secured by the party using the paper copy of source code at the deposition at the conclusion  
21 of the deposition. Any source code that is printed out in this manner that the receiving party wishes  
22 to keep after the deposition shall be subject to the provisions of sub-paragraphs 8.5 and 8.6 above.

23 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
24 LITIGATION

25       If a party is served with a subpoena or a court order issued in other litigation that compels  
26 disclosure of any information or items designated in this action as "CONFIDENTIAL," "HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE  
2 CODE,” that party must:

3 (a) promptly notify the designating party in writing and include a copy of the  
4 subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order to  
6 issue in the other litigation that some or all of the material covered by the subpoena or order is  
7 subject to this agreement. Such notification shall include a copy of this agreement; and

8 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
9 the designating party whose confidential material may be affected.

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential  
12 material to any person or in any circumstance not authorized under this agreement, the receiving  
13 party must immediately (a) notify in writing the designating party of the unauthorized disclosures,  
14 (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the  
15 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,  
16 and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be  
17 Bound” that is attached hereto as Exhibit A.

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
19 MATERIAL

20 When a producing party gives notice to receiving parties that certain inadvertently  
21 produced material is subject to a claim of privilege or other protection, the obligations of the  
22 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision  
23 is not intended to modify whatever procedure may be established in an e-discovery order or  
24 agreement that provides for production without prior privilege review. The parties agree to the  
25 entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.  
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1 12. NON TERMINATION AND RETURN OF DOCUMENTS

2 Within 60 days after the termination of this action, including all appeals, each receiving  
3 party must return all confidential material to the producing party, including all copies, extracts and  
4 summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

5 Notwithstanding this provision, counsel are entitled to retain one archival copy of all  
6 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,  
7 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work  
8 product, even if such materials contain confidential material.

9 The confidentiality obligations imposed by this agreement shall remain in effect until a  
10 designating party agrees otherwise in writing or a court orders otherwise.

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12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13 DATED: December 4, 2018

s/ Dario Machleidt  
Attorneys for Plaintiff

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15 DATED: December 4, 2018

s/ Stevan Stark (w/ permission)  
Attorneys for Defendant

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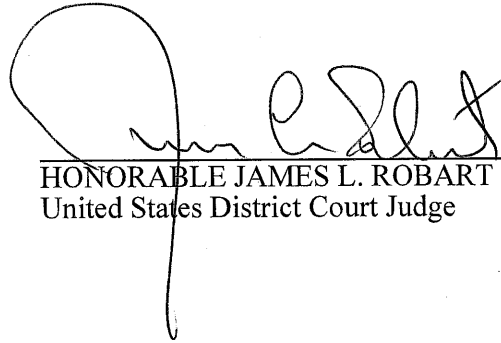
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PURSUANT TO STIPULATION, IT IS SO ORDERED

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents in this proceeding shall not, for the purposes of this proceeding or any other proceeding in any other court, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law.

DATED: 5 December 2018



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HONORABLE JAMES L. ROBART  
United States District Court Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Western District of Washington on [date] in the  
case of *Corus Realty Holdings, Inc v. Zillow Group, Inc et al.*, Case No. 2:18-cv-00847-JLR. I  
agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any person or entity  
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_