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FILED
Superior Court of California
County of Los Angeles

DEC 02 2014

Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva Deputy
Cristina Grijalva

D15 Richard Fruin
SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

11 MOVE, INC., a corporation;
12
13 Plaintiff,
14
15 vs.
16 CURT BEARDSLEY, and individual, and
DOES 1-10 inclusive,
17
18 Defendants.

CASE NO. **BC 564997**

COMPLAINT FOR:

1. VIOLATION OF CORPORATIONS CODE § 25502.5;
2. BREACH OF CONTRACT

Summary of Allegations

19 Curt Beardsley worked for Move, Inc. (the “Company”) for approximately nine years and
20 received stock options or grants almost every year, but did not exercise his options or sell his stock
21 until only after he learned non-public, inside information that legally prohibited him from selling
22 that stock. Specifically, Beardsley exercised and sold virtually all of his Move stock – over 33,000
23 shares gaining him over \$224,000 between February 3 and March 4, 2014 – only after secretly
24 learning from Errol Samuelson (Move’s Chief Strategy Officer and a Section 16 executive) that
25 Samuelson would be departing to a primary competitor (Zillow) without notice to the Company;
26 that Beardsley would likely be promoted and take over a substantial portion of Samuelson’s
27 executive duties; and that he (Beardsley) would then soon depart to Zillow as well.

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1 Samuelson resigned on March 5, 2014 and joined Zillow that same day. Samuelson's
2 departure was announced that day in a Move Form 8-K filing with the Securities Exchange
3 Commission, in a Zillow press release, and in industry news reports. Beardsley, after promising to
4 stay with and loyal to Move, took over a substantial portion of Samuelson's executive duties, was
5 promoted to Executive Vice President of Industry Development, and then departed to Zillow on
6 March 17, 2014, just twelve days after Samuelson's departure. Beardsley's departure was
7 announced in a Zillow press release and industry new reports.

8 Move's stock price declined and continued to decline from March 5, 2014 until and after
9 Beardsley's March 17, 2014 departure. By trading on inside information in violation of Move's
10 policies and California law, Beardsley was unjustly enriched and Move was damaged in amounts in
11 excess of the jurisdictional minimum of this Court.

12 The Parties

13 1. Plaintiff Move, Inc. is a Delaware corporation with its principal offices at 30700
14 Russell Ranch Road, Westlake Village, California 91362. Move is an electronic media company
15 and the leading provider of real-estate related information on the Internet. Move operates a number
16 of websites including "Realtor.com," which displays residential real estate listings and sells
17 advertising space to real estate and related professionals. Homestore, Inc. is the predecessor
18 company to Move; Homestore changed its name to Move in 2006.

19 2. Defendant Curt Beardsley is an individual and former employee and stockholder of
20 Move who resides in the State of Washington.

21 3. Plaintiff is unaware of the true identity, nature, and capacity of each of the
22 defendants designated herein as a DOE. Plaintiff is informed and believes and thereon alleges that
23 each of the defendants designated herein as a DOE is in some manner responsible for the damages
24 and injuries alleged in the complaint. Upon learning the true identity, nature and capacity of the
25 DOE defendants, plaintiff will amend this complaint to allege their true names and capacities.

26 4. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator,
27 joint venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
28 within the course and scope of said agency, conspiracy, joint venture, partnership and/or

1 employment with the knowledge and/or consent of co-defendants, and each of them. Moreover,
2 plaintiff is informed and believes and thereon alleges that each defendant has authorized and/or
3 ratified the wrongful activities of each of the remaining defendants.

4 **Beardsley's Contracts with Move**

5 5. At all relevant times, Move was a publicly traded company with over \$1 million in
6 total assets and over 500 stockholders.

7 6. Move hired Beardsley in August 2005.

8 7. Move had an Insider Trading Policy ("Procedures and Guidelines Governing
9 Securities Trades by Company Personnel") at all times during Beardsley's employment with Move,
10 which stated as follows:

- 11 a. It is illegal for any . . . employee of Move, Inc. ("the *Company*") . . . to
12 trade in securities of the Company while in the possession of material
13 nonpublic information about the Company. . . . In order to comply with
14 federal and state securities laws governing . . . trading in Company securities
15 while in the possession of material nonpublic information concerning the
16 Company . . . the Company has adopted this policy
- 17 b. This policy covers all . . . employees of the Company
- 18 c. This policy applies to any and all transactions in the Company's securities,
19 including its Common Stock and options to purchase Common Stock
- 20 d. Information about the Company is "material" if it would be expected to
21 affect the investment or voting decisions of a reasonable stockholder or
22 investor In simple terms, material information is any type of
23 information that could reasonably be expected to affect the market price of
24 the Company's securities. Both positive and negative information may be
25 material.
- 26 e. [T]he following types of information ordinarily would be considered
27 material: . . . Significant changes in senior management.
- 28 f. Material information is "nonpublic" if it has not been widely disseminated to

1 the public through major newswire services, national news services and
2 financial news services.

- 3 g. No . . . employee may trade in Company securities while possessing material
4 nonpublic information concerning the company. It does not matter that there
5 is an independent, justifiable reason for a purchase or sale; if the . . .
6 employee has material nonpublic information, the prohibition still applies.
- 7 h. The trading prohibitions and restrictions of this policy apply to all sales of
8 securities acquired through the exercise of stock options granted by the
9 Company

10 8. A true and correct copy of the Move Insider Trading Policy which constitutes a
11 binding contract between Move and Beardsley is attached hereto as Exhibit A and incorporated by
12 reference.

13 9. Move also had a Code of Business Conduct and Ethics at all times during
14 Beardsley's employment with Move, which stated in part:

- 15 a. INTRODUCTION. Move, Inc. . . . has a strong commitment to business
16 ethics and to complying with the laws that govern our businesses worldwide.
- 17 b. B. CONFLICT OF INTEREST. Every employee of Move must avoid any
18 interest that conflicts with the interests of the Company or that could
19 reasonably be determined to harm the Company's reputation. A conflict of
20 interest exists if your actions as an employee are, or could reasonably appear
21 to be, influenced directly or indirectly by personal considerations or by actual
22 or potential personal benefit or gain outside of that benefit or gain directly
23 related to your employment.
- 24 c. H. SECURITIES TRADING. All employees are responsible for reviewing,
25 understanding and complying with Move's Procedures and Guidelines
26 Governing Securities Trades by Company Personnel, as adopted by the
27 Board of Directors on August 3, 1999.
- 28

1 d. S. COMPLIANCE WITH LAWS, RULES AND REGULATIONS: . . .

2 Employees are required to comply with all applicable laws, rules and
3 regulations, whether or not specifically addressed in these policies.

4 10. A true and correct copy of the Move, Inc. Code of Conduct and Business Ethics
5 which constitutes a binding contract between Move and Beardsley is attached hereto as Exhibit B.

6 11. When he began his employment at Move, Beardsley signed a "Receipt and
7 Acknowledgment of Homestore, Inc. Insider Trading Policy" ("Insider Trading
8 Acknowledgment"). The Insider Trading Acknowledgment states in part:

9 a. I have received and read a copy of the Homestore, Inc. Insider Trading
10 Policy.

11 b. I am aware that during the course of my employment confidential
12 information will be made available to me; i.e., . . . strategic transactions and
13 other related information. During employment and in the event of
14 termination of employment, whether voluntary or involuntary, I hereby agree
15 not to utilize or exploit this information myself or with any other individual
16 or company.

17 c. I understand that my signature below indicates that I have read and
18 understand the above statements and received a copy of the Homestore, Inc.
19 Insider Trading Policy.

20 12. A true and correct copy of the Insider Trading Acknowledgment is attached hereto
21 as Exhibit C and incorporated by reference.

22 13. During his employment with Move, Beardsley also signed an acknowledgment of
23 the Move Code of Business Ethics and Conduct ("Code of Conduct Acknowledgment"), which
24 stated in part.

25 a. I understand that the Move [Homestore] Code of Business Ethics and
26 Conduct (the "Code") forms a part of my terms of employment

27 b. I understand that it is my responsibility to read, understand and keep up to
28 date with the contents of the Code, and to seek clarification of further

1 information if needed. . . .

- 2 c. I acknowledge that I have been afforded the opportunity to ask questions I
3 have concerning the content of the Code and related Compliance Program.

4 14. True and correct copies of the Beardsley's Code of Conduct Acknowledgements are
5 attached hereto as Exhibit D and incorporated by reference. Beardsley most recently reviewed and
6 electronically confirmed acknowledgment of the Code of Conduct in October 2013, just months
7 before his departure.

8 15. During his employment, Beardsley received and, on information and belief, read and
9 understood, the Move Employee Handbook. The Move Employee Handbook states in part:

10 I. EMPLOYEE CONDUCT. . . . Examples of Unacceptable Conduct Include: . . .

- 11 a. Failure to comply with Move or departmental rules
12 b. Engaging in conduct in the workplace that violates federal, state or local law,
13 ordinance or regulation.
14 c. Engaging in conduct that violates any Move policy.

15 16. A true and correct copy of Move's Employee Handbook is attached hereto as Exhibit
16 E and incorporated by reference.

17 **Beardsley's Acquisition of Inside Information**

18 17. During his employment, Beardsley received promotions and pay raises. In 2010, he
19 was promoted from Vice President Product Marketing to Vice President Business Development,
20 reporting to Errol Samuelson.

21 18. Errol Samuelson was an employee of Move for approximately ten years. Samuelson
22 was an executive officer of Move commencing in approximately 2006 and by 2014 was Move's
23 Chief Strategy Officer, one of its top executives and a Section 16 executive. On March 5, 2014,
24 Samuelson resigned without prior notice and immediately joined Zillow, Inc., a primary competitor
25 of Move, as one of its top executives.

26 19. On information and belief, Samuelson was negotiating for an executive position at
27 Zillow as early as November 2013 and Samuelson and Beardsley secretly communicated about
28 Samuelson's negotiations with Zillow from approximately November 2013 through Samuelson's

1 departure on March 5, 2014.

2 20. On information and belief, by December 30, 2013, Samuelson informed Beardsley
3 that he was confident that he would reach agreement with Zillow for the new job and Beardsley
4 informed Samuelson that he would be interested in working for Zillow.

5 21. On information and belief, throughout January 2014 Samuelson kept Beardsley
6 updated on his negotiations with Zillow and Beardsley continued to express interest in joining
7 Zillow once Samuelson joined Zillow.

8 22. On information and belief, by February 3, 2014, Beardsley knew that Samuelson
9 would be leaving Move to join Zillow and that such departure from Move would need to be
10 publicly announced.

11 23. On information and belief, by February 3, 2014, Beardsley knew that after
12 Samuelson's departure there was a high likelihood Move would promote him to take over a
13 substantial portion of Samuelson's duties, and that Beardsley planned to accept the promotion and
14 then depart to Zillow.

15 24. On information and belief, Beardsley knew that Move's stock price would decline
16 when Samuelson's departure to Zillow was announced and that from February 4 through March 4,
17 2014 the investing public was unaware of Samuelson's planned departure from Move. Beardsley
18 also knew that Move's stock price would further decline when his own departure to Zillow was
19 announced and that from February 4 through March 4, 2014 the investing public was unaware of
20 Beardsley's planned departure from Move.

21 **Beardsley's Improper Trading on Inside Information**

22 25. As of February 2014, Beardsley owned Move stock, including approximately 38,775
23 options to purchase Move common stock.

24 26. Between February 4, 2014 and March 4, 2014 (the day before Samuelson announced
25 his departure from Move), Beardsley sold Move stock, including exercising options and selling at
26 least 33,750 shares of his Move stock. Beardsley exercised options and then sold the stock on the
27 same day using Move's electronic trading account in California.

28 27. Beardsley made the trades as shown in the chart below, which lists the trade date (he

exercised the options and sold the stock on the same date), the number of shares traded, the date of the stock option plan (1999, 2002, or 2011) pursuant to which Move granted him the options at issue, the option price, the sale price, and profit:

<u>Date of Trade</u>	<u>Number of Shares</u>	<u>Date of Option Plan</u>	<u>Option Price</u>	<u>Sales Price</u>	<u>Profit</u>
2/3/14	900	1999	\$9.08	\$14.30	\$4,698
2/7/14	4,100	1999	\$9.08	\$13.25	\$17,097
2/10/14	5,000	1999	\$9.08	\$13.63	\$22,750
2/12/14	3,000	2002	\$6.36	\$14.01	\$22,950
2/18/14	5,750	1999	\$4.04	\$13.24	\$52,900
2/19/14	281	2002	\$6.36	\$13.20	\$1,922
2/19/14	2,406	2002	\$8.88	\$13.35	\$10,754
2/19/14	3,000	1999	\$4.04	\$13.20	\$27,480
2/27/14	5,000	1999	\$4.04	\$13.20	\$45,800
3/4/14	219	2002	\$6.36	\$13.04	\$1,462
3/4/14	219	2002	\$8.88	\$13.04	\$911
3/4/13	3,900	2011	\$8.93	\$13.04	\$16,029
				Total	\$224,753

28. On March 5, 2014, Samuelson left Move for Zillow. Move then promoted Beardsley to Executive Vice President of Industry Development and had him take over a substantial portion of Samuelson's executive responsibilities, only after Beardsley agreed to stay at and remain loyal to Move.

29. Despite his statements of loyalty, Beardsley left Move and joined Zillow less than two weeks later, on or about March 17, 2014.

30. Because it was such a material event, Move reported Samuelson's departure on March 5, 2014 in a Form 8-K filing with the Securities Exchange Commission. Samuelson's

1 departure was also announced that same day in a Zillow press release and in industry news reports.
2 Inman News Service ran a headline that day entitled "Zillow poaches key realtor.com exec." The
3 article reported that "[t]he real estate industry is trying to digest the surprise, momentous industry
4 news" of Samuelson's departure and quoted an industry consultant who characterized Zillow's
5 acquisition of Samuelson as "like ripping out a big chunk of Move's heart". After these March 5,
6 2014 announcements, Move's stock price declined and continued to decline for months.

7 31. Beardsley's March 17, 2014 departure to Zillow was announced in a Zillow press
8 release and reported by Inman News Service under the headline "Zillow nabs Move Inc.'s Curt
9 Beardsley." The article reported that "[o]ver the past two weeks, Zillow has snatched two of
10 Move's most high-profile execs" and quoted an industry executive as saying "That's a lot of
11 firepower for Zillow, and two big losses for Move." After that announcement, Move's stock price
12 declined and continued to decline for months.

13 **FIRST CAUSE OF ACTION FOR VIOLATION OF**
14 **CALIFORNIA CORPORATIONS CODE SECTION 25502.5**

15 **(Against All Defendants)**

16 32. Move hereby incorporates by reference all of the allegations set forth in paragraphs 1
17 through 31 inclusive, as though fully set forth herein.

18 33. At all relevant times, Move was a publicly traded company with over \$1 million in
19 assets and over 500 record shareholders.

20 34. By February 2014, Beardsley had access to material information not generally
21 available to the public: that Samuelson, an executive officer of Move since 2006, would be leaving
22 for Move's primary competitor, Zillow, and that Beardsley would be leaving Move to join Zillow
23 shortly thereafter.

24 35. Beardsley knew that public disclosure of Samuelson's departure to Zillow would
25 likely significantly adversely affect the market price of Move's stock. Beardsley also knew that
26 public disclosure of his own departure to Zillow so soon after Samuelson's departure, and after he
27 was promoted and had taken over some of Samuelson's executive duties, would likely significantly
28 adversely affect the market price of Move's stock.

1
2 36. Beardsley exercised options and sold at least 33,775 shares of his Move stock
3 between February 3, 2014 and March 4, 2014, when he possessed material nonpublic information.

4 37. Beardsley's exercise of his Move options and sale of his Move stock took place in
5 California.

6 38. Samuelson left Move for Move's primary competitor, Zillow, on March 5, 2014.
7 Beardsley left Move to join Zillow on or about March 17, 2014.

8 39. Following Beardsley's exercise of options and sale of Move stock, and following
9 Samuelson's and Beardsley's publicly-announced departures from Move, Move's stock price
10 declined significantly. As a result, Beardsley made a significant unjust profit by trading on inside
11 information that was not known to the general public in an amount according to proof and in excess
12 of the jurisdictional minimum of this Court.

13 40. As the issuer of the stock, Move is entitled to recover from Beardsley up to three
14 times his insider profits, plus interest and attorneys' fees.

15 **SECOND CAUSE OF ACTION FOR BREACH OF CONTRACT**

16 **(Against All Defendants)**

17 41. Move hereby incorporates by reference all of the allegations set forth in paragraphs 1
18 through 40 inclusive, as though fully set forth herein.

19 42. During his employment with Move, Beardsley entered into binding contracts with
20 Move, including without limitation Move's Insider Trading Policy (Exhibit A), Move's Code of
21 Business Conduct and Ethics (Exhibit B), and Move's Employee Handbook (Exhibit E). As
22 detailed in those contracts, Beardsley agreed to:

- 23 a. Comply with Move's Insider Trading Policy;
24 b. Comply with Move's Code of Conduct, which included complying with
25 Move's Insider Trading Policy, complying with the laws that govern Move's
26 business, avoiding conflicts of interest or any interest that could reasonably
27 harm Move's reputation, and complying with all applicable laws, rules and
28 regulations;

1 c. Comply with Move's Employee Handbook, which included complying with
2 Move's departmental rules and policies, and complying with federal, state,
3 and local laws, ordinances, and regulations.

4 43. Move complied with all of its obligations to Beardsley under the contracts.

5 44. Beardsley breached each and every one of the contracts by trading Move's securities
6 when Beardsley had material nonpublic information regarding Samuelson's and Beardsley's plans
7 to leave Move and join Zillow.

8 45. Beardsley's contract breaches damaged Move and resulted in unjust enrichment to
9 Beardsley in an amount according to proof and in excess of the Court's minimum jurisdiction.

10 46. Move may elect to recover restitution or unjust enrichment damages in the form of
11 disgorgement of Beardsley's profits as proven at trial.

12 **PRAYER**

13 **WHEREFORE**, Plaintiff Move, Inc. prays for judgment against defendants, and each of
14 them, as follows:

- 15 1. Statutory damages up to three times Beardsley's insider profits;
16 2. Restitution or unjust enrichment damages or disgorgement of Beardsley's profits
17 according to proof;
18 3. Pre-judgment interest;
19 4. Attorneys' fees;
20 5. Costs of suit; and
21 6. Such other relief as the Court deems just and proper.

22 DATED: December 2, 2014

HENNELLY & GROSSFELD LLP

23
24
25 By:

MICHAEL G. KING
THOMAS H. CASE
Attorneys for Plaintiff
MOVE, INC.

12/02/2014

12/02/2014

EXHIBIT A

Homestore, Inc.

**PROCEDURES AND GUIDELINES GOVERNING
SECURITIES TRADES BY COMPANY PERSONNEL**

**AS AMENDED AND RESTATED BY THE BOARD OF DIRECTORS
ON April 4, 2005**

I. PURPOSE

It is illegal for any director, officer or employee of Homestore, Inc. (the "*Company*") or any subsidiary of the Company to trade in the securities of the Company while in the possession of material nonpublic information about the Company. It is also illegal for any director, officer or employee of the Company to give material nonpublic information to others who may trade on the basis of that information. In order to comply with federal and state securities laws governing (i) trading in Company securities while in the possession of material nonpublic information concerning the Company and (ii) tipping or disclosing material nonpublic information to outsiders, and in order to prevent the appearance of improper trading or tipping, the Company has adopted this policy for all of its directors, officers and employees, members of their families and others living in their households, and investment partnerships and other entities (such as trusts and corporations) over which such directors, officers or employees have or share voting or investment control.

II. SCOPE

- A. This policy covers all directors, officers and employees of the Company, members of their families and others living in their households and investment partnerships and other entities (such as trusts and corporations) over which such directors, officers, or employees have or share voting or investment control (collectively referred to herein as "*directors, officers and employees*"). Directors, officers and employees are responsible for ensuring compliance by their families and other members of their households and entities over which they exercise voting or investment control.
- B. The policy applies to any and all transactions in the Company's securities, including its Common Stock and options to purchase Common Stock (as described in more detail in Section VI.D hereof), and any other type of securities that the Company may issue, such as preferred stock, convertible debentures, warrants and exchange-traded options or other derivative securities.
- C. The policy will be delivered to all directors, officers and employees upon its adoption by the Company, and to all new directors, officers and employees at the start of their employment or relationship with the Company. Upon first receiving a copy of the policy or any revised versions, each director, officer and employee must sign an acknowledgment that he, she or it has received a copy and agrees to comply with the policy's terms. This acknowledgment and agreement will constitute consent for the Company to impose sanctions for violation of the policy and to issue any necessary stop-transfer orders to the Company's transfer agent to enforce compliance with this policy. As discussed in Section VII.B, sanctions for individuals may include demotion or other disciplinary actions, up to and including termination of employment if the Company has a reasonable basis to conclude that its policy has been violated. Section 16 Parties, as defined below, may be required to certify compliance with the policy on an annual basis.
- D. The Company may change these procedures or adopt such other procedures in the future as the Company considers appropriate in order to carry out the purposes of its policy.

12/02/2014

III. SECTION 16 PARTIES; ACCESS PERSONS

- A. **Section 16 Parties.** The Company has designated those persons and entities listed on Exhibit A attached hereto as the directors, officers and entities who are subject to the reporting provisions and trading restrictions of Section 16 of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), and the underlying rules and regulations promulgated by the Securities and Exchange Commission (the "*SEC*"); each party listed on Exhibit A is referred to herein as a "*Section 16 Party*." Section 16 Parties must obtain prior approval of all trades in Company securities from the Insider Trading Compliance Officer in accordance with the procedures set forth in Section VI.C below. The Company will amend Exhibit A from time to time as necessary to update the list of Section 16 Parties. Each Section 16 Party will notify the Insider Trading Compliance Officer in writing when such Section 16 Party believes that he, she or it no longer is subject to the reporting provisions and trading restrictions of Section 16 of the Exchange Act. If the Company agrees that such Section 16 Party no longer is so subject, or if the Company determines independently that such Section 16 Party no longer is so subject, then such Section 16 Party automatically will be deemed to be removed from Exhibit A effective upon the date when such Section 16 Party is determined no longer to be subject to the reporting provisions and trading restrictions of Section 16 of the Exchange Act. The Company will promptly notify any Section 16 Party in writing if the Company independently determines that such Section 16 Party no longer legally is subject to the reporting provisions and trading restrictions of Section 16 of the Exchange Act.
- B. The Company has designated those persons listed on Exhibit B attached hereto as the persons who have regular access to material nonpublic information in the normal course of their duties for the Company (other than Section 16 Parties); each person listed on Exhibit B is referred to herein as an "*Access Person*." The Company will amend Exhibit B from time to time as necessary to reflect the addition and the resignation or departure of Access Persons. The Company will promptly notify any Access Person in writing if the Company independently determines that such Access Person no longer has access to material nonpublic information about the Company.

IV. INSIDER TRADING COMPLIANCE OFFICER

The Company has designated Michael R. Douglas, the Company's Executive Vice President and General Counsel, as its Insider Trading Compliance Officer (the "*Compliance Officer*"). The Compliance Officer will review and either approve or prohibit all proposed trades by Section 16 Parties or Access Persons in accordance with the procedures set forth in Section VI.C below, except that with respect to the Compliance Officer, any proposed trades must be approved by the Company's Chief Executive Officer. The Compliance Officer may consult with the Company's outside legal counsel.

In addition to the trading approval duties described in Section VI.C below, the duties of the Compliance Officer will include the following:

- A. Administering and interpreting this policy and monitoring and enforcing compliance with all policy provisions and procedures.
- B. Responding to all inquiries relating to this policy and its procedures.
- C. Designating and announcing special trading blackout periods during which no directors, officers or employees may trade in Company securities.

- D. Providing copies of this policy and other appropriate materials to all current and new directors, officers and employees, and such other persons who the Compliance Officer determines may have access to material nonpublic information concerning the Company.
- E. Administering, monitoring and enforcing compliance with all federal and state insider trading laws and regulations, including without limitation Sections 10(b), 16, 20A and 21A of the Exchange Act and the rules and regulations promulgated thereunder, and Rule 144 under the Securities Act of 1933 (the "*Securities Act*"); and assisting in the preparation and filing of all required SEC reports relating to insider trading in Company securities, including without limitation Forms 3, 4, 5 and 144 and Schedules 13D and 13G.
-
- F. Revising the policy as necessary to reflect changes in federal or state insider trading laws and regulations.
- G. Maintaining as Company records originals or copies of all documents required by the provisions of this policy or the procedures set forth herein, and copies of all required SEC reports relating to insider trading, including without limitation Forms 3, 4, 5 and 144 and Schedules 13D and 13G.
- H. Maintaining the accuracy of the list of Section 16 Parties as attached on Exhibit A and the list of Access Persons as attached on Exhibit B, and updating them periodically as necessary to reflect additions to or deletions. The Compliance Officer may designate one or more individuals who may perform the Compliance Officer's duties in the event that the Compliance Officer is unable or unavailable to perform such duties.

V. **DEFINITION OF "MATERIAL NONPUBLIC INFORMATION"**

A. **"MATERIAL" INFORMATION**

Information about the Company is "material" if it would be expected to affect the investment or voting decisions of a reasonable stockholder or investor, or if the disclosure of the information would be expected to alter the total mix of the information in the marketplace about the Company significantly. In simple terms, material information is any type of information that could reasonably be expected to affect the market price of the Company's securities. Both positive and negative information may be material. While it is not possible to identify all information that would be deemed "material," the following types of information ordinarily would be considered material:

- Significant changes in financial or operational performance or liquidity.
- Potential material mergers and acquisitions or material sales of Company assets or subsidiaries.
- Stock splits, public or private securities/debt offerings, or changes in Company dividend policies or amounts.
- Significant changes in senior management.

B. **"NONPUBLIC" INFORMATION**

Material information is "nonpublic" if it has not been widely disseminated to the public through major newswire services, national news services and financial news services. For the purposes of this policy, information will be considered public, i.e., no longer "nonpublic," after the close of trading on the second full trading day following the Company's widespread public release of the information.

C. CONSULT THE COMPLIANCE OFFICER FOR GUIDANCE

Any directors, officers or employees who are unsure whether the information that they possess is material or nonpublic must consult the Compliance Officer for guidance before trading in any Company securities.

VI. STATEMENT OF COMPANY POLICY AND PROCEDURES

A. PROHIBITED ACTIVITIES

1. No director, officer or employee may trade in Company securities while possessing material nonpublic information concerning the Company. It does not matter that there is an independent, justifiable reason for a purchase or sale; if the director, officer or employee has material nonpublic information, the prohibition still applies.
2. No Section 16 Party or Access Person may trade in Company securities outside of the applicable "trading windows" described in Section VI.B or during any special trading blackout periods designated by the Compliance Officer.
3. No Section 16 Party or Access Person may trade in Company securities unless the trade has been approved by the Compliance Officer in accordance with the procedures set forth in Section VI.C below.
4. The Compliance Officer may not trade in Company securities unless the trade has been approved by the Company's Chief Executive Officer in accordance with the procedures set forth in Section VI.C below.
5. No director, officer or employee may disclose material nonpublic information concerning the Company to any outside person (including family members, analysts, individual investors, or members of the investment community and news media), unless required as part of that director's, officer's or employee's regular duties for the Company or unless authorized by the Compliance Officer. In any instance in which such information is disclosed to outsiders, the Company will take such steps as are necessary to preserve the confidentiality of the information, including requiring the outsider to agree in writing to comply with the terms of this policy and/or to sign a confidentiality agreement. All inquiries from outsiders regarding material nonpublic information about the Company must be forwarded to the Compliance Officer.
6. No director, officer or employee may give trading advice of any kind about the Company to anyone while possessing material nonpublic information about the Company, except that directors, officers and employees should advise others not to trade if doing so might violate the law or this policy. The Company strongly discourages all directors, officers and employees from giving trading advice concerning the Company to third parties even when the directors, officers and employees do not possess material nonpublic information about the Company.
7. No director, officer or employee may trade in any put, call or other derivative on Company securities, engage in any short sale (including a short sale "against the box") or equity swap of Company securities, or trade or establish any similar interest or position relating to the future price of Company securities.
8. No director, officer or employee may (a) trade in the securities of any other public company while possessing material nonpublic information concerning

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that company obtained in the course of service as a director, officer or employee, (b) "tip" or disclose such material nonpublic information concerning such other public company to anyone, or (c) give trading advice of any kind to anyone concerning such other public company while possessing such material nonpublic information about that company.

9. No director, officer or employee may give or make any other transfer of securities without consideration during a period when that director, officer or employee is not permitted to trade.

B. TRADING WINDOWS AND BLACKOUT PERIODS

1. **Trading Window for Section 16 Parties and Access Persons.** After obtaining trading approval from the Compliance Officer in accordance with the procedures set forth in Section VI.C below, Section 16 Parties listed on Exhibit A attached hereto and Access Persons listed on Exhibit B attached hereto may trade in Company securities only during the period beginning after the close of trading two business days following the Company's widespread public release of quarterly or year-end earnings, and ending at the close of trading on the thirtieth (30th) day before the end of the then-current quarter.
2. **No Trading During Trading Windows While in the Possession of Material Nonpublic Information.** No director, officer or employee possessing material nonpublic information concerning the Company may trade in Company securities even during applicable trading windows. Persons possessing such information may trade during a trading window only after the close of trading on the second full trading day following the Company's widespread public release of the information.
3. **No Trading During Blackout Periods.** No director, officer or employee may trade in Company securities outside of the applicable trading windows or during any special blackout periods that the Compliance Officer may designate. No director, officer or employee may disclose to any outside third party that a special blackout period has been designated.
4. **No Trading During Stock Repurchases.** No director, officer or employee may trade in Company securities during the time of any Company-sponsored open market buy-back program.
5. **Retention of Stock.** Any non-director Section 16 Party who exercises options must retain at least 15% of the shares so acquired for at least six months.

C. PROCEDURES FOR APPROVING TRADES

1. **Section 16 Parties and Access Persons.** No Section 16 Party or Access Person may trade in Company securities, until:
- a. The person trading has notified the Compliance Officer in writing of the amount and nature of the proposed trade(s),
 - b. The person trading has certified to the Compliance Officer in writing no earlier than two business days prior to the proposed trade(s) that
 - (i) Such person is not in possession of material nonpublic information concerning the Company, and

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(ii) the proposed trade(s) do not violate the trading restrictions of Section 16 of the Exchange Act or Rule 144 of the Securities Act, and

c. The Compliance Officer has approved the trade(s) and has certified his approval in writing.

For the purposes of this Section VI.C, notification or certification in writing shall include such notification or certification via a digitally-signed e-mail.

2. **No Obligation to Approve Trades.** The existence of the foregoing approval procedures does not in any way obligate the Compliance Officer to approve any trades requested by Section 16 Parties or Access Persons. The Compliance Officer may reject any trading requests at his or her sole reasonable discretion.

D. STOCK OPTION PLANS

The trading prohibitions and restrictions of this policy apply to all sales of securities acquired through the exercise of stock options granted by the Company, but not to the acquisition of securities through such exercises.

E. PRIORITY OF STATUTORY OR REGULATORY TRADING RESTRICTIONS

The trading prohibitions and restrictions set forth in this policy will be superseded by any greater prohibitions or restrictions prescribed by federal or state securities laws and regulations, e.g., contractual restrictions on the sale of securities, short-swing trading by Section 16 Parties or restrictions on the sale of securities subject to Rule 144 under the Securities Act of 1933. Any director, officer or employee who is uncertain whether other prohibitions or restrictions apply should ask the Compliance Officer.

VII. POTENTIAL CIVIL, CRIMINAL AND DISCIPLINARY SANCTIONS

A. CIVIL AND CRIMINAL PENALTIES

The consequences of prohibited insider trading or tipping can be severe. Persons violating insider trading or tipping rules may be required to disgorge the profit made or the loss avoided by the trading, pay the loss suffered by the persons who purchased securities from or sold securities to the insider tippee, pay civil penalties up to three times the profit made or loss avoided, pay a criminal penalty of up to \$1 million and serve a jail term of up to ten years. The Company and/or the supervisors of the person violating the rules may also be required to pay major civil or criminal penalties and could under certain circumstances be subject to private lawsuits by contemporaneous traders for damages suffered as a result of illegal insider trading or tipping by persons under the Company's control.

B. COMPANY DISCIPLINE

Violation of this policy or federal or state insider trading or tipping laws by any director, officer or employee may subject a director to dismissal proceedings and an officer or employee to disciplinary action by the Company up to and including termination for cause. A violation of the Company's policy is not necessarily the same as a violation of law. In fact, for the reasons indicated above, the Company's policy is intended to be broader than the law. The Company reserves the right to determine, in its own discretion

and on the basis of the information available to it, whether its policy has been violated. The Company may determine that specific conduct violates its policy, whether or not the conduct also violates the law. It is not necessary for the Company to await the filing or conclusion of a civil or criminal action against the alleged violator before taking disciplinary action.

C. REPORTING OF VIOLATIONS

Any director, officer or employee who violates this policy or any federal or state laws governing insider trading or tipping, or knows of any such violation by any other directors, officers or employees, must report the violation immediately to the Compliance Officer. Upon learning of any such violation, the Compliance Officer, in consultation with the Company's legal counsel, will determine whether the Company should release any material nonpublic information, or whether the Company should report the violation to the SEC or other appropriate governmental authority.

VIII. INQUIRIES

Please direct all inquiries regarding any of the provisions or procedures of this policy to the Compliance Officer.

12/02/2014

12/02/2014

12/02/2014

EXHIBIT B

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INTRODUCTION

Move, Inc. and each subsidiary thereof (together, "Move" or the "Company") has a strong commitment to business ethics and to complying with the laws that govern the conduct of our businesses worldwide. We believe that a commitment to honesty and integrity is a valuable asset that builds trust with our customers, suppliers, employees, shareholders and the communities in which we operate. To implement our commitment, we have developed this Code of Conduct and Business Ethics (the "Code"). We have also established a compliance program (the "Compliance Program") that is intended to ensure that we have in place policies and systems designed to prevent and detect violations of that Code or any applicable law, policy or regulation. By design, the Code goes beyond the requirements of applicable law in certain respects.

SCOPE

The Code applies to all Move employees, directors, officers, agents, consultants, independent contractors and any of their employees who are performing services (together, "employees") for Move.

COMPLIANCE PROGRAM RESOURCES

As part of our Compliance Program, we have appointed a Compliance Director who, in turn, from time to time, will designate one or more compliance attorneys, whose names and telephone numbers are available and published on the Company intranet. Additionally, the Chairman of the Audit Committee of the Board of Directors serves as a compliance contact for any violation related to Move's financial practices and dealings. We have also established a compliance "hotline" that is administered by an independent, third-party. The telephone number for this hotline is 877.888.0002; the number is also available on the Company intranet.

These resources are available to report violations and may be used to address questions concerning the Code and Compliance Program. We encourage all employees to ask questions regarding the application of the Code. Employees may direct such questions to their manager (in the absence of an actual or potential conflict of interest), the compliance attorney, the Compliance Director, the Chairman of the Audit Committee or to the compliance hotline.

RESPONSIBILITIES

While each individual employee is ultimately responsible for his or her compliance with the Code, every manager will also be responsible for administering the Code as it applies to employees and operations within that manager's area of supervision. Managers should coordinate these tasks with appropriate compliance personnel. Managers may not delegate this responsibility.

REPORTING

If an employee observes or becomes aware of a situation that the employee perceives to be a violation of the Code, the employee has an obligation to promptly notify his or

her manager, the compliance attorney, the Compliance Director, the Chairman of the Audit Committee or the compliance hotline operator (together, "Compliance Officers") unless the Code directs otherwise. Violations involving a manager should be reported directly to a Compliance Officer, not to or through the manager. In any case, when a manager receives a report of a violation, it will be the manager's responsibility to handle the matter in consultation with the Compliance Director.

Callers to the compliance hotline will be treated fairly and respectfully. If an employee reporting a violation wishes to maintain anonymity, all reasonable steps will be taken to keep the caller's identity confidential. The communications will be taken seriously and, if warranted, any reports of violations will be investigated.

COMPLIANCE TRAINING

In order to make sure that all employees understand their responsibilities under the Code, the Compliance Program includes training requirements. New employees will receive an introductory briefing on the elements of the Code as part of their orientation. Additionally, all persons subject to the Code whose functions or responsibilities involve compliance with the laws, regulations or standards of conduct applying to our operations will receive additional specialized training, including participation in periodic training sessions.

CONTINUING EDUCATION

Move requires that all employees be current with any and all mandatory continuing education requirements, and encourages all employees to participate in voluntary educational and training opportunities designed to help them improve job performance and earn promotions to more responsible positions within the Company. Employees should check with the Senior Head of their department for any reimbursement policies that may apply.

ACKNOWLEDGEMENT AND CERTIFICATION

The Code is available in printed form and also on the Company's intranet. Every employee must read and understand the Code. All employees are required, as a condition of employment, to provide the Company with an annual certification that they have read and understand the Code. Employees will also be required to sign an annual verification that they have no reasonable basis to suspect that the Company or any person acting on behalf of the Company has engaged in any conduct in violation of the Code.

DISCLOSURE AND DISCRETION

Move is committed to creating a work environment where employees feel that, if they are doing something reasonable and in good faith, they will not be unfairly subjected to disciplinary action. As such, the Company encourages employees to disclose (either at the outset of their employment or as soon the need arises), any current or potential conflicts with this Code that exist or might reasonably be expected to arise during the course of their employment. The Company is vested with discretion to determine whether violations of the Code should be excused because they were either inadvertent and/or resulting from a good faith effort by the

employee to comply with the Code. Frank disclosure in advance of such potential conflicts is a significant factor in the exercise of this discretion.

DISCLOSURE, AMENDMENTS AND WAIVERS OF THE CODE

To the extent required by applicable laws and listing standards, the Company shall publicly disclose this Code and its application to all of the Company's directors, executive officers, senior financial officers and other employees. This Code may only be amended by Move's Board of Directors or a duly authorized committee thereof. To the extent required by applicable laws and listing standards, amendments to the Code shall be disclosed publicly. Any waiver of the Code for any Move senior financial officer, executive officer or director may be granted only by a majority of the independent members of the Board of Directors or a duly authorized committee thereof. Any such waivers for senior financial officers, executive officers or directors and the reasons therefor shall be promptly disclosed publicly to the extent required by applicable laws and listing standards.

THE CODE

A. CONDUCT AND DISCIPLINE

Move's objective is to maintain a creative, productive and positive work environment. In order to provide such an environment (and also to comply with laws applicable to our businesses and ensure our ability to provide high quality products and services to customers), we have adopted this Code, which establishes rules and standards regarding employee behavior and performance and constitutes a part of the terms and conditions of employment of each employee of the Company. Conduct that violates the rules and standards embodied in the Code, that interferes with the Company's operations, that brings discredit to the Company, or that is offensive to the Company's customers or an employee's fellow employees, is not tolerated and will subject those responsible to disciplinary action.

Listed below are examples of prohibited conduct which will subject the individual involved to prompt disciplinary action up to, and including, termination:

- breach of the Code;
- refusal to respect and follow management's instructions concerning a job-related matter (i.e., insubordination);
- any type of harassment or discrimination because of race, color, age over 40, gender, gender identity, sex, sexual orientation, national origin, ancestry, religion, military service, marital status, pregnancy and related medical conditions or any other basis prohibited by federal, state or local laws or ordinances;
- the unauthorized use of alcoholic beverages while on company premises, on company time, or reporting for work while under the influence of alcohol;

- the unlawful possession, manufacture, sale, distribution or use of a controlled substance, or reporting for work while under the influence of such a substance, other than medically prescribed drugs;
- theft, misuse or willful destruction of company property or of another individual's property, or the failure to report any knowledge of theft; and
- falsifying any company record or report, books of account, records, reports and financial statements, including Travel and Expense Reports and time sheets.

In addition, inadequate or poor work performance may also be grounds for disciplinary action. The Company has the right to terminate an employee's employment at any time, for any reason, with or without cause and with or without notice, subject to the applicability of any governing law or contract of employment. Depending upon the circumstances surrounding a given situation, the Company maintains the right to carry out whatever disciplinary action is deemed appropriate and to promptly report any criminal activity to the proper authorities where the Company deems it advisable or required.

The Company prohibits any form of retaliation against individuals because they have reported in good faith any conduct that may violate this Code or because they have cooperated in the investigation of such reports. In accordance with this policy, the Company will take appropriate disciplinary action for any such retaliation, up to and including termination.

B. CONFLICT OF INTEREST

Every employee of Move must avoid any interest that conflicts or appears to conflict with the interests of the Company or that could reasonably be determined to harm the Company's reputation. A conflict of interest exists if your actions as an employee are, or could reasonably appear to be, influenced directly or indirectly by personal considerations or by actual or potential personal benefit or gain outside of that benefit or gain directly related to your employment. Actual or potential conflicts of interest must be promptly disclosed to the appropriate Compliance Officer. By way of example, but without limitation, conflicts of interest can include:

- ownership by an employee or family member of a significant financial interest in an entity which does or seeks to do business with, or is a competitor of, Move;
- serving as a director, officer, partner, consultant or other key role with an entity which does or seeks to do business with, or is an actual or potential competitor of, Move;
- ownership of or employment with another business entity, where such ownership or employment would interfere with an employee's ability or desire to perform properly his or her duties to Move;
- the payment of Move funds to any officer, employee or representative of any customer or supplier in order to obtain any benefit; and

any outside activity that might reasonably affect adversely Move's interests.

Full-time employees have a primary, professional obligation and duty to the Company and to its shareholders. Therefore, all such employees should keep any outside activity (such as self-employment) totally separate from employment with the Company. Full-time employees are expected to devote the use of the Company's time to working on behalf of the Company. Unless expressly authorized by the Compliance Director, no outside activities should involve the use of the Company's time, name, influence, assets, funds, materials, facilities or employees. Any appointment of an employee to a governmental commission, service organization or professional body that would involve designating the employee as representative of the Company requires pre-approval by the Compliance Director.

C. CONFIDENTIALITY

As an employee, you will have access to proprietary and confidential information concerning the Company's business and the business of the Company's clients and suppliers. You are required to keep such information confidential during your employment as well as thereafter, and not to use, disclose or communicate that confidential information other than in your role as an employee.

As a general matter, any access you will have to proprietary and confidential information is on a need-to-know basis. Unnecessary or unauthorized efforts to secure confidential information could constitute grounds for disciplinary action against you, including termination of employment. For instance, unauthorized or unnecessary combing of the Company's computers or files for information without appropriate consent is a violation of the Company's policy regarding confidential and proprietary information. Such violations are not limited to "hacking" or similar acts but also include unauthorized review of another's computer that might be accessible to you in any way. Similarly, going through another employee's office, desk or files without permission from that employee violates the Company's policy and could subject you to disciplinary action, including termination of employment.

Serious problems could be caused by the unauthorized disclosure of information pertaining to internal matters or developments, or by the unauthorized disclosure of any non-public, privileged or proprietary information. In addition to possibly violating the law, such disclosure could, among other things, competitively disadvantage the Company or breach the confidence of a customer of the Company.

The use of the term "confidential information" includes information in whatever form regarding the business, accounts, finances, trading, planning, software or know-how of the Company and existing or prospective customers or clients. It also includes such information designated by the Company as confidential or information that an employee is aware is subject to an obligation of confidentiality. Company records, reports, data, software and documents are confidential and employees are not permitted to disclose or release them to persons who are not directors, officers or employees of the Company, remove them or make copies of them, in whole or in part, without prior written approval of your manager.

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Except as required in the performance of an employee's duties, or if required by law after consulting with the Company's General Counsel, employees should not discuss Company business with anyone who does not work for Move and never discuss confidential business transactions with anyone, including another Company employee, who does not have a direct association with the transaction. Furthermore, employees should refrain from discussing or disclosing confidential information while in any non-private setting.

If employees are questioned by someone outside their department and they are concerned about the appropriateness of giving that person information, they are not required to answer. Instead, as politely as possible, they should refer the inquiry to their manager and reference the Code or the Company's confidentiality policy. Any inappropriate inquiries from someone outside the Company concerning the Company's business should be referred to the Company's Compliance Director, Investor Relations Officer, Corporate Communications Officer or the General Counsel as appropriate. Inappropriate inquiries include ANY inquiry from investors, analysts or representatives of the media.

In addition, employees owe a continuing obligation of confidentiality after leaving the Company's employment, including compliance with the Company's Confidentiality and Invention Assignment Agreement. Employees may not disclose the Company's confidential information to any third party after leaving employment except with the prior written consent of the Company or as required by applicable law.

In addition to protecting our own proprietary information, it is the policy of the Company to respect the proprietary information of others. Should any employee be furnished with such information or become aware of information that he or she believes may have been misappropriated from another party, that employee should immediately report the event to the Compliance Director.

No current or former employee shall disclose any attorney-client privileged information or any attorney work product material without the prior written consent of the General Counsel of the Company (or another officer designated by the General Counsel).

Any violation of this policy on confidentiality will be grounds for disciplinary action, up to and including immediate termination of employment, in addition to any other remedies available at law.

D. CORPORATE COMMUNICATIONS POLICY

Move strives to be accurate and consistent in its communications with others. To achieve this goal, all contact with investors, analysts and members of the media should be handled by the appropriate corporate communications officer. Employees of Move should direct any and all inquiries from investors, analysts or members of the media, including requests for information, press releases and interviews, to the appropriate corporate communications officer. Corporate communications will handle all interviews and media submissions (including press releases, articles and letters to the editor). Employees who may be exposed to media contact, for example when attending conferences or making presentations, should be aware that Move's standard corporate policy is not to comment on rumors or speculation regarding its activities. All

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inquiries from regulatory authorities or government representatives should be referred to the Compliance Director or the General Counsel.

In addition, senior management, investor relations professionals and others at Move who regularly communicate with securities market professionals ("FD Persons") and holders of Move securities must comply with Regulation FD ("Reg FD") promulgated by the Securities and Exchange Commission. Reg FD provides that whenever any FD Person discloses material, non-public information to certain persons (generally, securities market professionals and holders of Move securities who may well trade on the basis of the information), Move must also disclose that information to the general public either simultaneously (for intentional disclosures) or promptly (for inadvertent disclosures).

E. **DRUGS AND ALCOHOL**

The Company prohibits the unauthorized use of alcoholic beverages while on company premises, on company time, or reporting for work while under the influence of alcohol. Likewise, the Company prohibits the unlawful possession, manufacture, sale, distribution or use of a controlled substance, or reporting for work while under the influence of such a substance, other than medically prescribed drugs. This policy also requires that the Company abide by applicable laws and regulations relative to the use of alcohol or other controlled substances.

F. **POLICY AGAINST DISCRIMINATION AND HARASSMENT**

The Company is committed to providing equal employment opportunity and prohibits all forms of harassment and discrimination on the basis of race, color, age over 40, gender, gender identity, sex, sexual orientation, national origin, ancestry, religion, military service, marital status, pregnancy and related medical conditions or any other basis prohibited by federal, state or local laws or ordinances. This policy applies to all areas of employment including, for example, recruitment, hiring, training, promotion, compensation and benefits. No employee may discriminate against or harass any other employee, applicant, client, vendor or visitor on any basis prohibited by law. This policy applies to all employees. It also applies to non-employees who have business contact with the Company's employees.

Any employee who is the subject of, who has knowledge of, or who witnesses any possible prohibited harassment or discrimination is expected to immediately bring such information to the attention of either the appropriate Compliance Officer or the Human Resources Department.

The Company will continue its practice of taking prompt steps to investigate reports of possible harassment and/or discrimination and, where appropriate, taking prompt corrective action. The Company will handle reports of alleged misconduct with sensitivity to concerns for confidentiality, reputation and privacy, as is practicable. Employees may not take any kind of retaliatory action against anyone who has made a good faith complaint about harassment or discrimination prohibited by this policy. It is the responsibility of every employee to follow this policy conscientiously. Violation of this policy will lead to discipline, up to and including termination from employment.

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Sexual Harassment

The Company prohibits all forms of sexual harassment, which is defined as harassment because of a person's sex, including unwelcome sexual advances, unwelcome requests for sexual favors, and other types of unwelcome verbal, non-verbal or physical conduct because of sex

Examples of prohibited conduct include, but are not limited to:

- Submission to such conduct is made an express or implied term or condition of employment
- Submission to or rejection of such conduct is used as the basis for employment decisions
- Such conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile or offensive working environment.

This definition includes many forms of offensive behavior directed at a person because of his or her sex. It also may include harassment of a person by another person of the same sex. No employee of the Company has the authority to condition any employment term, condition or benefit upon either the granting of sexual favors, or on tolerating unwelcome conduct prohibited by this policy.

Examples of prohibited conduct include, but are not limited to:

- Offering employment benefits, such as favorable assignments, positive reviews, promotions or the like, in exchange for sexual favors
- Denying or threatening to deny employment benefits for rejecting sexual advances
- Unwanted sexual advances, propositions, flirtations or repeated unwanted requests for or efforts to make social contact
- Verbal conduct because of sex, such as using sexually degrading, vulgar or sexually explicit words to describe an individual; making comments about an individual's body; discussing sexual activity; or making sexual comments or jokes
- Non-verbal conduct because of sex, such as whistling, staring, leering, displaying sexually suggestive or vulgar objects, pictures, posters or cartoons; accessing sexually suggestive or vulgar websites or chat rooms; making sexual or obscene gestures; or giving, sending or circulating sexual or obscene documents, letters, e-mail messages, voicemail messages, objects, notes or invitations

- Unwelcome physical conduct because of sex, such as touching, patting, pinching, brushing the body, or impeding or blocking an individual's movement

Other Forms of Harassment

The Company prohibits all forms of harassment on the basis of race, color, age over 40, gender, gender identity, sex, sexual orientation, national origin, ancestry, religion, military service, marital status, pregnancy and related medical conditions or any other basis prohibited by federal, state or local laws or ordinances, including verbal, non-verbal and physical conduct.

Examples of prohibited conduct include, but are not limited to:

- Verbal conduct because of race, color, age over 40, gender, gender identity, sex, sexual orientation, national origin, ancestry, religion, military service, marital status, pregnancy and related medical conditions or any other basis prohibited by federal, state or local laws or ordinances, such as using derogatory or discriminatory words to describe an individual, or making or using derogatory or discriminatory comments, slurs, taunts, jokes or epithets
- Non-verbal conduct because of race, color, age over 40, gender, gender identity, sex, sexual orientation, national origin, ancestry, religion, military service, marital status, pregnancy and related medical conditions or any other basis prohibited by federal, state or local laws or ordinances, such as making or using derogatory or discriminatory gestures, displaying derogatory or discriminatory objects, pictures, posters or cartoons, or giving, sending, displaying or circulating derogatory or discriminatory objects, documents, letters, e-mail messages or voicemail messages

Retaliation

The Company will not tolerate retaliation against any employee because he or she has made a good faith complaint about harassment or discrimination, or because he or she has cooperated in an investigation, proceeding, or hearing concerning a complaint. Retaliation itself is a violation of this policy and should be reported immediately. Any person who engages in any such retaliatory conduct will be subject to discipline, up to and including termination.

H. SECURITIES TRADING

All employees are responsible for reviewing, understanding and complying with Move's Procedures and Guidelines Governing Securities Trades by Company Personnel, as

adopted by the Board of Directors on August 3, 1999 (the Company's "Trading Guidelines"). Move's Trading Guidelines are available in print form, as well as on the Company's intranet.

I. ELECTRONIC COMMUNICATION

The Company provides electronic communication tools to help improve productivity and enable you to provide efficient, high-quality work. Electronic communications include all aspects of voice, video, and data communications, such as voice mail, e-mail, fax, and Internet access. The Company views electronic communications as a business tool provided to employees at significant cost. We encourage you to use these electronic communications subject to the explicit requirements set forth below.

You are required to use your access for business-related purposes, e.g., to communicate with customers and suppliers, to research relevant topics and obtain useful business information. However, personal use of the Company e-mail is permitted, so long as such use is reasonable and does not otherwise interfere with legitimate business uses. While using electronic communication, you must conduct yourself honestly and appropriately, and respect the intellectual property rights, privacy and prerogatives of others, just as you would in any other business dealings. To be absolutely clear on this point, all Company policies apply to your conduct on electronic communications, especially (but not exclusively) those that deal with intellectual property protection, discrimination, misuse of company resources, sexual harassment, data security and confidentiality.

The Company has software and systems in place that can monitor and record all electronic communications usage. The Company wants employees to be aware that our security systems are capable of recording (for each and every user) each World Wide Web site visit, each chat, newsgroup or e-mail message and each file transfer into and out of our internal networks. The Company reserves the right to monitor these communications at any time, without notice to the employees. No employee should have any expectation of privacy as to his or her usage of electronic communication tools. The Company reserves the right to inspect any and all files stored in private areas (of any form of electronic communication) of our network in order to assure compliance with policy.

The Company prohibits the display of any kind of sexually explicit image or document on any Company system other than as required for business purposes. In addition, sexually explicit material may not be accessed, archived, stored, distributed, edited or recorded using our network or computing resources. If an employee finds that he or she is connected to a site that contains sexually explicit or offensive material, he or she should disconnect from that site immediately.

No employee may use the Company's electronic communication or overload any computer system or network or to circumvent any system intended to protect the privacy or security of another user. Abuse of access privileges or passwords by unauthorized entry into another employee's system or files, or into the Company's internal or external networks, or the distribution of messages or materials that are not consistent with the policies for appropriate

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workplace conduct, are subject to appropriate disciplinary action up to and including dismissal. In some cases, the abuse of access privileges may be illegal, and the violator may be subject to legal penalties.

Use of Company electronic communication facilities to commit infractions such as misuse of Company assets or resources, discrimination, sexual harassment, unauthorized public statements and misappropriation or theft of intellectual property are also prohibited. Such misuse of the Company's electronic communication facilities is subject to appropriate disciplinary action, up to and including dismissal.

User IDs and passwords help maintain individual accountability for electronic communication usage. Any employee who obtains a password or ID must keep that password confidential. Company policy prohibits the unauthorized sharing of user IDs or passwords.

Employees learning of any technical misuse of the electronic communications systems should notify their Department Manager. Employees experiencing technical or functional problems should notify the IT Department. Employees aware of other misuses (i.e., messages dealing with sexual harassment, racial slurs, etc.) are encouraged to notify the appropriate Compliance Officer or Human Resources personnel.

To the extent required by Company policies or prudent business practices, voice, data, files and images (hereinafter referred to as "electronic records") should be saved to the appropriate drives if they relate to the Company's business. All e-mail kept in the e-mail section may be deleted if at the end of every calendar quarter or sooner if file storage limitations are encountered. The Company's general policy is that employees should delete all e-mail which is greater than 30 days old, unless such policy is tolled by litigation or other reason. Employees will be notified by the General Counsel if the 30-day policy has been suspended.

Employees should exercise discretion in the dissemination of electronic records. These records should be sent only to persons who need the information for business purposes. Employees should refrain from mass cc's of electronic records to ensure that we do not inundate other employees with information they do not need.

Confidentiality

The Company policies concerning confidentiality of information also apply to information transmitted by e-mail. Use of e-mail raises additional concerns related to confidentiality. The Company has implemented various security measures designed to protect the confidentiality of corporate information transmitted through the internal e-mail system. E-mail systems operated by third parties should not be considered secure and therefore should not be used to transmit confidential information until you obtain reasonable assurances as to confidentiality.

Company personnel should not participate in any electronic forum discussing the Company, its customers, suppliers or other persons with which the Company does business or about which the Company possesses confidential information. In no case is any employee of the Company authorized to make any defamatory statement using the Company's electronic communication system.

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Even in the case of the internal e-mail system, each employee is responsible for using e-mail in a manner that preserves the confidentiality of information transmitted through the system. For example, each employee is responsible for maintaining the confidentiality of his or her passwords and identification numbers. In addition, each employee has the responsibility not to send or forward e-mail to any person who does not need to know the information in the e-mail for business purposes. Likewise, e-mails should not be reviewed by employees who are not an addressed recipient of the e-mail, unless authorized by the sender of the e-mail, an addressed recipient of the e-mail or a member of senior management exercising the Company's rights to monitor electronic communications.

Back-up tapes are made (and retained for a period of 30 days) of the entire network and that record information transmitted by e-mail (including e-mail that an employee may have intended to delete from the system). As a result, material transmitted through e-mail may be subject to disclosure to unintended third parties (for example, in a litigation context), even if a "hard copy" of the e-mail is not made. Accordingly, each e-mail should contain only the specific facts and other information that need to be communicated for business reasons. Before saving or sending an e-mail users should consider whether any information contained in the communication might be misconstrued if reviewed by a third party.

The Company has installed firewalls to assure the safety and security of the Company's networks. Any employee who attempts to disable, defeat or circumvent any Company security facility may be subject to summary dismissal.

Any e-mail seeking or discussing advice from the Legal Department is covered by privilege and the e-mail should also be marked "PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION" at the beginning of the document. Any such e-mail should not be shared with, or forwarded to, any person other than the relevant attorney in the Legal Department; otherwise, the privilege of the e-mail may be compromised. Additionally, any e-mail that contains other confidential information should be marked "CONFIDENTIAL."

Software Copyrights

All software that is the property of the Company can only be installed for use in hardware owned by the Company or hardware approved by the Company. This ensures that the Company does not violate copyright laws for software purchased.

Internet Copyrights

Images and contents of the web site on the Internet may be subject to copyright laws. While you may make printouts of the contents of a third-party web site, the particular web site may prohibit re-use of the images or the contents. As a matter of precaution, these images and contents should not be incorporated in presentations or material prepared for company use without the permission of the third-party web site owner.

Security

Employees are provided passwords to access the Company's systems and electronic communication tools. These passwords should not be shared with other parties and

should be changed frequently. Employees should set passwords that are not easy to decode and in particular should avoid use of familiar terms such as their family member names, birthdates and other data sets that can be easily associated with them. Employees should also not post passwords in visible and accessible places. In particular, employees with laptops provided for travel access should make sure that the passwords are not in the laptop files as well. Laptops can be stolen or accessed by unauthorized parties and remote access can be obtained if passwords are easily located. Employees should immediately call the IT Help Desk to lock out system access and change passwords if laptops are stolen or lost.

J. **DOCUMENT RETENTION POLICY**

All business records should be retained for not more than one (1) year after the calendar year in which they are prepared or acquired, unless disposition is governed by other practices as specified below:

- All records that the Company is required to retain by law or contract, or which are the subject of special written arrangements, should be retained for the specified periods;
- Documents that the Office of the General Counsel determines to be relevant to current or pending judicial or agency proceedings or investigations must not be destroyed until after the final resolution of those proceedings;
- Electronic mail messages that remain in a user's inbox, deleted items, or sent mail folders are presumed to have no business value and will be automatically deleted after thirty days;
- Drafts of documents should be discarded immediately upon completion of the final documents or final termination of discussions, except for such drafts the Office of the General Counsel determines should be retained;
- All technical data such as engineering records, source code listings, test and reports should be retained for such period of time as determined by the project's manager, who shall consult with intellectual property counsel in connection with patent or other intellectual property-related records;
- Accounting and financial documents are governed by policies created by the accounting department and our auditors;
- Records containing personal information of employees should be retained for four years from the time the record is created unless otherwise directed by the Human Resources office;
- Sales contracts, purchase orders, leases, releases, agreements, and other contracts are retained for a period of six years after the calendar year in which the performance of the contract or other obligation was completed;

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- Planning and related records such as strategic plans, business plans, budgets, studies and reports, market research data, and competitive intelligence files should be retained for three (3) years; and
- Pricing and competitive information used to support pricing decisions should be retained for a period of four (4) years after the calendar year in which the transaction was completed.

Where possible, file purging will be done automatically at regular intervals. Otherwise, all personnel should review their records at least semi-annually. In the event any legal action or government investigation is or is likely to be initiated, the General Counsel will order all destruction activities to be suspended immediately.

K. INTEGRITY OF RECORDS AND ACCOUNTING

Accuracy and reliability in the preparation of all business records is mandated by law and is of critical importance to the Company's decision-making process and to the proper discharge of Move's financial, legal and reporting obligations. The books and records provisions of the U.S. Foreign Corrupt Practices Act (the "FCPA") and other applicable laws require the Company to maintain accurate books and records and to devise an adequate system of internal controls. Such laws may provide for criminal and civil penalties for violations of these requirements.

All business records, expense accounts, vouchers, bills, payrolls, service records, reports to government agencies and other reports must accurately reflect the facts. All corporate funds and assets must be recorded in accordance with Company procedures. The books and records of Move must be prepared with care and honesty and must accurately reflect each transaction recorded therein. False or misleading entries in such records are unlawful and are not permitted. No undisclosed or unrecorded funds or assets shall be established for any purpose.

The Company maintains a system of internal controls and procedures that it believes provides reasonable assurance that transactions are executed in accordance with management's authorization and properly recorded and that financial records and reports are accurate and reliable. All directors, officers and employees are expected to adhere to these procedures. Compliance with accounting and internal controls and procedures and auditing procedures is required at all times. The Company expects for both the letter and the spirit of internal controls and procedures to be strictly adhered to at all times.

In any Company location where petty cash funds are permitted to exist, such funds must be administered pursuant to the Company's system of internal controls. Except for petty cash approved by the relevant business unit controller, no cash funds may be maintained. Electronic transfers of funds are not considered cash transactions but must be conducted in accordance with Company policy. The use of Company assets for any unlawful or improper purpose is strictly prohibited.

Employees are prohibited from offering anything of value to government officials, whether foreign or domestic, to obtain a particular result for the Company. The term government

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officials includes political parties, party officials, candidates for political office and officials of public international organizations. Employees are permitted to make political campaign contributions to the extent permitted by applicable law in accordance with policies and procedures established by the appropriate legal or compliance personnel.

As an issuer of securities registered with the SEC, Move and its officers, directors, shareholders acting on behalf of the corporation, and agents and employees, including non-U.S. citizens and residents, are subject to the prohibitions of the FCPA and other applicable laws. The activities of Move's subsidiaries and affiliates could cause the Company to have vicarious liability for their conduct. In addition, any entity incorporated in the U.S., and individual citizens or residents of the U.S., are also subject to the prohibitions of the FCPA. Further, non-U.S. citizens and non-U.S. entities can be liable under the FCPA for acts committed in the U.S. in furtherance of a bribe to a non-U.S. official.

Violation of the bribery provisions of the FCPA is a felony and the penalties are severe - the Company can be fined up to \$2 million and an officer, director, employee or agent of the Company who willfully violates the bribery provisions can be fined \$100,000 or imprisoned not more than 5 years, or both. The fine cannot be indemnified by the Company. Civil penalties may also be imposed.

The FCPA also (i) requires the Company to maintain an adequate system of internal control; (ii) requires the Company to make and keep accurate books and records; (iii) prohibits falsification of accounting records; and (iv) prohibits lying to auditors. Knowing violations of the books and records provisions of the FCPA are punishable by fines of up to \$2.5 million for the Company and up to \$1 million for individuals and/or imprisonment of not more than 10 years. Civil penalties may also be imposed.

Below you will find some of the more common questions that are asked regarding the FCPA, together with answers that we believe you will find useful. This material is not intended to cover each and every situation that might trigger questions regarding the FCPA. We emphasize that it is incumbent upon every employee to comply with the FCPA and with all governing local laws regarding bribery of government officials. Whenever any employee has any doubts about whether proposed conduct could violate the FCPA, or local laws, it is mandatory that the employee contact the appropriate Compliance Officer to ensure that the proposed conduct would not violate any such laws.

Common Questions Regarding The FCPA

What conduct does the "bribery" provision of the FCPA prohibit?

The FCPA makes it unlawful for any issuer of securities registered with the SEC and any officer, director, employee, agent or stockholder acting on behalf of such company and entities incorporated in the U.S., and their officers, directors, employees, agents or stockholders acting on its behalf, to corruptly offer, pay, promise to pay, or authorize the payment, directly or indirectly through any other person or firm, of anything of value to a non-U.S. government official, political party or official thereof or any candidate for political office or official of a

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public international organization, in order to obtain or retain business or to secure any improper advantage.

Does the FCPA cover only bribery?

No, the FCPA also includes requirements that issuers of securities registered with the SEC maintain adequate books and records of the Company and its subsidiaries. Where an issuer holds 50% or less of the voting power of another entity the issuer must proceed in good faith to cause that other entity to devise and maintain a system of accounting controls that provide reasonable assurances that:

- transactions are executed in accordance with management's general or specific authorization;
- transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements; and (ii) to maintain accountability for assets;
- access to assets is permitted only in accordance with management's general or specific authorization; and
- the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences."

Are non- U. S. citizens subject to the bribery provisions of the FCPA?

Yes. All officers, directors, shareholders, employees and agents of SEC-registered issuers (U.S. and non-U.S. issuers) are directly covered by the FCPA. In addition, the U.S. has recently amended the FCPA to conform to the OECD Convention on Controlling Bribery of Foreign Public Officials in International Business Transactions. As a result of these amendments the FCPA now applies to any foreign citizen or foreign entity, including a foreign subsidiary (and there need not be a connection to an issuer of securities or to an entity organized in the U.S.) which commits acts in the U.S. in furtherance of a bribe to a non-U.S. government official.

Is the OECD Convention significant?

Yes. The OECD Convention is a major breakthrough to "level the playing field" in international business. For many years U.S. businesses have complained that the international business arena was not a level playing field and that U.S. businesses were being severely prejudiced because non-U.S. competitors could and did bribe government officials to get business and, in some cases, could even take tax deductions for the bribe. The OECD Convention, adopted by 34 countries, changes that. It is now effective and signatories are in various stages of enacting local implementing legislation. Not only does the Convention criminalize bribery but the Convention provides that bribery of public officials is a legal basis for extradition of violators. The Convention has a monitoring mechanism that provides for regular reviews of steps taken by participating countries to implement the Convention. Already OECD has begun studying whether countries are complying with their obligations under the Convention.

Do the FCPA bribery provisions cover officials or employees of the United States government?

No. However, it is the Company's policy that its relationship with U.S. government officials or employees of the United States (and its relationship with non-U.S. government officials or employees) shall be conducted in such a manner that full public disclosure of the details will not embarrass or jeopardize the Company's integrity or reputation. There are also laws in most jurisdictions around the world which prohibit bribery of officials. This policy applies whether Company funds or personal funds or assets are involved and also applies to indirect contributions or payments made through third parties. Additionally, all employees must be aware of the fact that U.S. laws and the laws of some non-U.S. jurisdictions strictly control the giving of gifts to and entertainment of government employees.

Are there internal reporting requirements regarding gifts and entertainment provided by the Company to government officials and employees?

Gifts to U.S. government officials and employees are rarely, if ever, permissible. In the case of non-U.S. officials or employees, such gifts may be permissible depending on the circumstances. Any such gifts require prior written approval of the Compliance Director.

Could the bribery provisions of the FCPA apply in a situation where the Company has only a minority interest in another company?

Yes, it could. Of course, the degree of ownership and control (including the amount of participation by nominees in operation of the venture) is relevant to "knowledge" and "authorization." Relevant questions include whether the Company managed day-to-day operations or only read annual reports. It should be remembered that individual U.S. citizens or residents working for such foreign ventures could have personal exposure.

Does the FCPA bribery provision apply only to getting new contracts? Is there a de minimus exception under the FCPA?

The coverage of the FCPA goes beyond getting new contracts and covers payments to secure "any improper advantage" and there is no de minimus exception. The FCPA could cover an improper payment to get a tax ruling that would make conditions of doing business more favorable. It also applies to retaining current business.

Is there a company policy regarding procedures for retention of consultants, agents and representatives?

Yes. The General Counsel has developed certain procedures, which must be followed, before consultants, agents or representatives are retained. The General Counsel has also developed certain standard provisions for use in all consulting, agency and representation agreements. These agreements include provisions designed to insure compliance with the FCPA. In addition, all agreements with consultants, agents or representatives shall contain the following:

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- a requirement that the consultant will comply with all applicable laws and regulations, including the FCPA, in the course of his activities on the Company's behalf;
- a requirement that the consultant will file periodic reports of his activities on the Company's behalf;
- a provision that any assignment requires the Company's pre-approval;
- a requirement for an identification of all principals and subagents;
- a provision prohibiting the consultant from refunding any Company funds to any director, officer, employee, or other agent of the Company or a customer or from making any illegal payment from the funds under applicable laws; and
- a provision that terminates the agreement without further liability or obligation on the part of the Company should the consultant breach any of these covenants.

All payments made to consultants, agents and representatives must be reported on an annual basis.

Persons or entities rendering the following kinds of services are not subject to the due diligence procedures or the requirement of approval by the General Counsel:

- law firms or lawyers that are retained by the General Counsel or his designee for legal services or advice rendered in the normal course of the Company's business;
- certified public accountants and tax advisors that are retained by the Board of Directors or Move officers for services or advice rendered in the normal course of the Company's business; and
- customary service agreements such as maintenance, repair, construction, pension benefits, advertising, employment agencies, medical consultation, or technical service agreements relating to operational activities and the like.

Are persons with primary responsibility for disbursement of Company funds subject to specific controls?

Yes. Each Company officer and all Company employees with primary responsibility for disbursement of Company funds is required annually to submit a representation letter stating that, for the preceding year to the best of his or her knowledge, there were no violations of the Company's standards.

L. ENTERTAINMENT, GIFTS AND PAYMENTS

Move will procure, and also provide, goods and services to be used in its business based on service, quality and other relevant business considerations. Accordingly, decisions relating to the procurement and provision of goods and services should always be free from even

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a perception that favorable treatment was sought, received or given as the result of furnishing or receiving gifts, favors, hospitality, entertainment or other similar gratuity. The giving or receiving of anything of value to induce such decisions is prohibited.

The payment of Move funds to any officer, employee or representative of any customer or supplier in order to obtain any benefit is strictly prohibited. The competitive appeal of the Company's services and products must be based on their quality, price and other legitimate attributes recognized in the marketplace.

Move employees shall not seek or accept any personal gifts, payments, fees, services, valuable privileges, vacations, or pleasure trips without a business purpose, or loans from any person or business organization that does or seeks to do business with, or is a competitor of, the Company. No employee shall accept anything of value in exchange for referring business opportunities to another business.

Gifts or entertainment of nominal value motivated by commonly accepted business courtesies may be offered or accepted, but not if such gifts or entertainment would reasonably be expected to cause favoritism or a sense of obligation to the donor. Spousal travel which is intended to be reimbursed by the Company or by a customer or supplier must be pre-approved by a Compliance Officer, as must gifts to government officials. Meals or entertainment provided by or to a potential customer or supplier must be reasonable, must be for a business purpose, and must not occur on an unreasonably repetitive basis. Meals or entertainment may not be supplied to a customer if it would violate a known customer policy. If an unsolicited gift of more than nominal value is received, the employee should return the gift with a polite note explaining Move policy.

Move's business entertainment must not be conducted at any location which could reasonably adversely affect Move's reputation (e.g., clubs associated with nudity, facilities associated with criminal activities, etc.).

It is difficult to promulgate definitions for "nominal," "reasonable" and "commonly accepted business courtesy" to cover all circumstances. Employees are urged to make good faith judgments. In making these judgments, the employee should ask whether it would be embarrassing to him or her or the Company if a story appeared in the local news about the giving or receiving of the gift or entertainment in question. In cases of doubt, seek guidance from the appropriate Compliance Officer.

M. POLITICAL CONTRIBUTIONS

Certain jurisdictions have enacted laws prohibiting contributions (directly or through others) by corporations to political parties or candidates. For example, U.S. federal law and the laws of numerous states prohibit such contributions in connection with elections. U.S. federal law also prohibits political contributions by persons who are not U.S. citizens or permanent residents. Laws of various jurisdictions, including the U.S., impose various other limitations and restrictions on political contributions. Where corporate political contributions are legal, contributions by the Company shall be made only from funds allocated for such a purpose and must be authorized by the Board of Directors.

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N. **COMMERCIAL BRIBERY**

No commercial bribes or other similar payments and benefits, directly or indirectly, shall be paid to employees of suppliers or customers.

"Commercial bribery" includes any payment, direct or indirect, to any director, officer, employee or representative of a customer or supplier of the Company made for the purpose of influencing or affecting such person's business judgment or action.

O. **ANTITRUST AND COMPETITION**

The activities of the Company are subject to antitrust and competition laws. Employees are required to consult with compliance personnel and internal counsel on all antitrust-sensitive matters.

In general, antitrust and anti-competition laws prohibit agreements or actions that may restrain trade or reduce competition. Violations include agreements among competitors to fix or control prices or to allocate territories or markets. Exceptions may exist for lawful joint ventures or regulated activities. Until the existence of such an exception is ascertained by the General Counsel or his designee, Move prohibits any employee of the Move group of companies from participating in any discussions, understandings or agreement with a competitor regarding:

- raising, lowering, stabilizing or otherwise affecting rates, commissions or prices;
- matters that would affect the availability or terms of services or products;
- allocation of markets, territories or other customers;
- encouragement of a boycott of a product or service;
- what constitutes a "fair" profit level; and
- credit terms.

It may not be sufficient to evaluate only conduct carried out in one country under the laws of that country. For example, the United States and the European Union consider whether an act has harmful effects within their territory regardless of whether the act was lawful in the jurisdiction in which the act was performed. Where such effects are to be anticipated, the General Counsel should be consulted.

P. **HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION**

The Company will conduct its business in a manner designed to protect the health and safety of its employees, its customers, the public and the environment. The Company's policy is to comply with all applicable governmental health, safety and environmental requirements. Any departure or suspected departure from this policy must be reported promptly.

Q. **ANTI-BOYCOTT**

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The United States has enacted laws that prohibit or penalize participation in international boycotts not sanctioned by the United States, specifically the Arab boycott of Israel. U.S. law imposes reporting requirements regarding any requests to participate in any such unsanctioned boycott. The U.S. laws apply to entities organized under U.S. law and to U.S. nationals or residents employed by such entities, but do not apply to U.S. nationals working for a non-U.S. company and residing outside the U.S. All employees, whether subject to these U.S. laws or otherwise, shall refer any request to participate in any such boycott to the Compliance Director in advance of taking any action regarding a request to participate in any such boycott.

R. **TRADING RESTRICTIONS**

There are a variety of laws restricting trade enacted by countries in which the Company does business. These restrictions may apply whether the trading takes place from the United States or otherwise. In all cases, U.S. trade restrictions apply to U.S. citizens and residents. Those countries that are presently subject to restrictions which are relevant to the Company include the following:

Balkans
Belarus
Burma
Cote d'Ivoire
Cuba
Democratic Republic of the Congo
Iran
Iraq
Former Liberian Regime of Charles Taylor
Lebanon
Libya
North Korea
Somalia
Sudan
Syria
Yemen
Zimbabwe

Any employee contemplating doing business with nationals or public or private sector entities from such countries must obtain the prior approval of both his or her manager and the appropriate Compliance Officer.

S. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

Move strives to ensure that all activity by or on behalf of the Company is in compliance with all applicable laws, rules and regulations. The standards and rules discussed above are intended to provide guidance to employees, officers and directors to assist them in their obligation to comply with applicable laws, rules and regulations. These standards and rules are neither exclusive nor complete. Additional company policies and rules may be published to employees from time to time. Employees are required to comply with all applicable laws, rules

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and regulations, whether or not specifically addressed in these policies. For additional guidance, or if questions regarding the existence, interpretation or application of any law, rule or regulation arise, please contact your manager or the Compliance Director.

T. SUPPLEMENTAL STANDARDS FOR PRINCIPAL EXECUTIVE OFFICER AND OTHER SENIOR FINANCIAL OFFICERS

The Board of Directors of the Company has established the following supplemental ethical standards for the Company's principal executive officer, principal financial officer and controller or principal accounting officer, or persons performing similar functions (the "Financial Officers"). The Financial Officers must comply with these standards in addition to all of the other standards contained in this Code.

The Financial Officers shall take all reasonable steps to provide full, fair, accurate, timely and understandable disclosures in the reports and documents that the company files with or submits to the Securities and Exchange Commission and in other public communications made by the Company. In the event that a Financial Officer learns that any such report, document or communication does not meet this standard and the deviation is material, then such officer shall review and investigate such deviation, advise the Board of Directors or the appropriate committee of the Board of Directors regarding the deviation and, where necessary, revise the relevant report, document or communication.

12/02/2014

COMPLIANCE CONTACT INFORMATION

COMPLIANCE DIRECTOR

Name and contact information:

Jim Caulfield; jim.caulfield@Move.com; 805.557.3533

COMPLIANCE ATTORNEYS

Name and contact information:

Pooja Teckchandani; pooja.teckchandani@Move.com; 805.557.3532

AUDIT COMMITTEE CHAIRMAN

Name and contact information:

Kenneth K. Klein; kklein@KleincoBuilds.com; 918.493.3406

COMPLIANCE HOTLINE NUMBER

877.888.0002

www.ethicspoint.com

12/02/2014

ACKNOWLEDGEMENT & VERIFICATION

Acknowledgement:

I understand that the Move Code of Business Ethics and Conduct (the "Code") forms a part of my terms of employment or directorship.

I understand that it is my responsibility to read, understand and keep up to date with the contents of the Code, and to seek clarification or further information if needed.

I understand that breach or violation of the Code may result in disciplinary action including but not limited to termination of my employment.

I acknowledge that I have been afforded the opportunity to ask any questions I have concerning the content of the Code and related Compliance Program.

Verification:

Do you know or have a reasonable basis to suspect that the Company or any person acting on behalf of the Company has engaged in any conduct in violation of Move's Code of Conduct and Business Ethics?

Yes: _____ No: _____

If you have answered "yes" to the preceding question, please set forth a brief statement of the facts and circumstances that prompted your answer.

If you have any question as to the applicability of the Code to any situation, you should discuss the matter with your management, the General Counsel or any Compliance Officer before completing this form.

If you wish to disclose any current or potential conflicts with this Code that either exist or might reasonably be expected to arise during the course of your employment, please set forth an explanation of these conflicts.

Signature: _____

Print Name: _____

Date: _____

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MOVE, INC.

**ADDENDUM
TO THE
CODE OF CONDUCT AND BUSINESS ETHICS
(FOR ATTORNEYS IDENTIFIED IN SECTION II BELOW)**

(a) EFFECTIVE: AUGUST 5, 2003

**POLICIES AND PROCEDURES FOR REPORTING BY ATTORNEYS PURSUANT TO
THE SARBANES-OXLEY ACT STANDARDS OF PROFESSIONAL CONDUCT**

I. INTRODUCTION

The U.S. Securities and Exchange Commission (the "SEC") recently promulgated rules creating standards of professional conduct for attorneys (the "Attorney Conduct Rules"). The Attorney Conduct Rules generally require Move's attorneys working on SEC-related matters to report "up the ladder" within Move actual or potential violations of law of which they are aware. All attorneys employed or retained by Move must read this Policy and the attached copy of the Attorney Conduct Rules. The Attorney Conduct Rules present several interpretive questions and methods for establishing a framework for compliance. This Policy sets forth Move's approach to those matters.

This Policy will address the following principle matters:

- a. which attorneys must make reports;
- b. what events must be reported;
- c. where to make a report;
- d. responses to reports; and
- e. procedures for outside counsel.

Each attorney is personally responsible for complying with the Attorney Conduct Rules. This Policy sets forth Move's policies and procedures relating to the Attorney Conduct Rules, but it does not amend or alter any of your individual obligations under the Attorney Conduct Rules. This Policy should not be relied upon without reference to, or in lieu of, the Attorney Conduct Rules. In the event of a conflict between this Policy and the Attorney Conduct Rules, the Attorney Conduct Rules shall govern.

This Policy serves as an addendum to and forms a part of the Move Code of Conduct and Business Ethics (the "Code") and is subject to all the terms and conditions set forth therein. As such, you will be required to comply with the annual certification and verification obligations set forth in the Code with respect to this Policy and matters subject hereto. Please note that this Policy covers only the reporting requirements under the Attorney Conduct Rules and is in addition to any other reporting requirements under the Code, any of our other policies or procedures and the general rules of ethical conduct. All such other policies or rules shall continue in effect and shall apply to reportable events that are not covered by the Attorney Conduct Rules and this Policy.

All capitalized terms used but not defined herein have the meaning given them in the Code.

II. ATTORNEYS SUBJECT TO THIS POLICY

This Policy covers all in-house and outside attorneys employed or retained by Move that:

- (a) provide legal services to Move,
- (b) have an attorney-client relationship with Move, and
- (c)
 - (i) transact business or communicate with the SEC on behalf of Move,
 - (ii) represent Move before the SEC,
 - (iii) provide advice regarding U.S. securities laws or SEC rules and regulations with respect to any document that is known by such attorney to be filed with the SEC or incorporated into filings with the SEC, or
 - (iv) provide advice to Move regarding whether any information is required to be filed with the SEC under U.S. securities laws or SEC rules and regulations.

This Policy also applies to any attorney supervising or directing another attorney who is covered by this Policy (a "Supervisory Attorney"). An attorney who is covered by this Policy on a matter under the supervision or direction of a Supervisory Attorney is referred to herein as a "Subordinate Attorney."

This Policy does not apply, however, to foreign attorneys who are licensed outside the U.S. and do not independently practice before the SEC or give legal advice on U.S. securities laws.

All attorneys subject to this Policy are referred to as "Covered Attorneys." Nothing herein shall preclude non-Covered Attorneys from making reports under this Policy.

Certain Covered Attorneys retained or directed to investigate evidence of Material Violations (as defined below) may not be subject to the reporting obligations under this Policy as set forth in the Attorney Conduct Rules.

III. REPORTABLE EVENTS

Each Covered Attorney shall make a report under this Policy promptly upon becoming aware of credible evidence of:

- (a) a material violation of an applicable United States federal or state securities law,
- (b) a material breach of fiduciary duty arising under United States federal or state law, or
- (c) any other material violation of any United States federal or state law;

by Move or by an officer, director, employee or agent of Move (each, a "Material Violation") has occurred, is ongoing, or is about to occur (a "Reportable Event").

Credible evidence consists of evidence "upon which it would be unreasonable, under the circumstances, for a prudent and competent attorney not to conclude that it is reasonably likely

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that a Material Violation has occurred, is ongoing, or is about to occur.” (Section 205.2(e) of the Attorney Conduct Rules.)

A breach of fiduciary duty includes any breach of fiduciary or similar duty owed to Move recognized under applicable federal or state statute or common law, including without limitation, misfeasance, nonfeasance, abdication of duty, abuse of trust and approval of unlawful transactions

The determination of whether a Reportable Event exists is inherently subjective. The Covered Attorney need not have actual knowledge of a Reportable Event, but only become aware that such Reportable Event is reasonably likely under the circumstances. The SEC defines “reasonably likely” as “more than a mere possibility, but it need not be “more likely than not.” Reference to “under the circumstances” means the circumstances existing at the time the Covered Attorney decides whether he or she is obligated to report and may include, among others, the competence, background and experience of the Covered Attorney.

The Attorney Conduct Rules do not define the level of “materiality” required for violation to be reportable. Instead, the SEC relies on the “well-established meaning [of materiality] under existing federal securities laws,” citing *Basic, Inc. v. Levinson*, 485 U.S. 224, 231-236 (1988) and *TSC Indus. v. Northway, Inc.*, 426 U.S. 438 (1976). These cases are generally cited for the proposition that a fact is material if there is a substantial likelihood that its disclosure would have been considered significant by a reasonable investor.

Any Covered Attorney who has questions or concerns regarding any suspected Material Violation, the nature of the law of fiduciary duties or otherwise with respect to whether a Reportable Event exists should consult with Move’s Compliance Director (as designated under the Code) in accordance with Section IX below.

IV. UP-THE-LADDER REPORTING RESPONSIBILITIES

A. Reporting to Supervisory Attorney and General Counsel

If a Covered Attorney becomes aware of a Reportable Event (whether through a report received from his or her Subordinate Attorney or otherwise), that Covered Attorney shall promptly report such Reportable Event directly to his or her Supervisory Attorney.

If the Covered Attorney’s immediate supervisor is the General Counsel of Move (a position the SEC refers to as the “Chief Legal Officer”), the Covered Attorney shall make such report directly to the General Counsel; provided, that if such Covered Attorney reasonably believes it would be futile to report the Reportable Event to the General Counsel, he or she may report the Reportable Event directly to the Audit Committee as described in Section IV.D. below.

B. Obligations of Supervisory Attorney upon Receipt of a Report

A Supervisory Attorney receiving a report from a Subordinate Attorney shall assess such report in good faith to determine whether it provides credible evidence of a Reportable Event. If the Supervisory Attorney becomes aware of credible evidence of a Reportable Event by virtue of such report or otherwise, the Supervisory Attorney shall comply with his or her reporting

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obligations under Section IV.A. above. If such Supervisory Attorney determines no credible evidence of a Reportable Event exists, that Supervisory Attorney shall so notify the Subordinate Attorney and advise the Subordinate Attorney of the basis for that determination.

A Supervisory Attorney is not required to treat every report from a Subordinate Attorney as credible evidence of a Reportable Event. Rather, a Supervisory Attorney must independently determine, based on his or her own competence, background and experience that credible evidence of a Reportable Event exists.

If a Subordinate Attorney reasonably believes that the Supervisory Attorney to whom he or she made the report has failed to comply with the reporting provisions applicable to Supervisory Attorneys, he or she may, but is not required to, report directly to the General Counsel and take the actions described below in Sections IV.D. and IV.E. of this Policy.

C. Response by General Counsel upon Receipt of a Report

The General Counsel shall undertake such inquiry into the evidence presented by the Covered Attorney submitting a report directly to the General Counsel (the "Submitting Attorney") as the General Counsel reasonably believes is appropriate to determine whether a Reportable Event exists. If the General Counsel determines that no Reportable Event exists, he or she will notify the Submitting Attorney and advise him or her of the basis for that determination. Otherwise, the General Counsel will be required to take all reasonable steps to cause Move to adopt an Appropriate Response (as defined below) and will advise the Submitting Attorney of that response within a reasonable time.

An "Appropriate Response" is one that causes the Submitting Attorney to reasonably believe, taking into account all attendant circumstances, including the weight of evidence, severity of potential violation and scope of investigation, that:

(1) no Material Violation has occurred, is ongoing, or is about to occur;

(2) Move has, as necessary, adopted appropriate remedial measures, including appropriate steps or sanctions to stop any Material Violations that are ongoing, to prevent any Material Violation that has yet to occur, and to remedy or otherwise appropriately address any Material Violation that has already occurred and to minimize the likelihood of its recurrence; or

(3) Move, with the consent of its Board of Directors or its Audit Committee, has retained or directed an attorney to review the reported evidence of a Material Violation and either:

(a) has substantially implemented any remedial recommendations made by such attorney after a reasonable investigation and evaluation of the reported evidence; or

(b) has been advised that such attorney may, consistent with his or her professional obligations, assert a colorable defense on behalf of Move (or Move's officer, director, employee or agent, as the case may be) in any investigation or judicial or administrative proceeding relating to the reported evidence of a Material Violation.

D. Evaluation of Response from General Counsel

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Following receipt of the response of the General Counsel to the report, the Submitting Attorney must assess whether he or she has received an Appropriate Response to his or her report within a reasonable time. If the Submitting Attorney determines that the General Counsel has provided an Appropriate Response within a reasonable time, the Submitting Attorney has no further obligations under this Policy with respect to the Reportable Event set forth in his or her report. If the Submitting Attorney determines that the General Counsel has not provided an Appropriate Response within a reasonable time, the Submitting Attorney must report the Reportable Event to the Audit Committee of the Board.

E. Evaluation of Response by Audit Committee

If the Submitting Attorney determines that Move has not provided an Appropriate Response within a reasonable time, the Submitting Attorney must explain his or her reasons to the General Counsel, the Chief Executive Officer of Move and to Audit Committee to whom he or she reported the Reportable Event.

F. Qualified Legal Compliance Committee ("QLCC")

The Attorney Conduct Rules permit Move to form a QLCC or to designate Move's Audit Committee or another committee of the Board to serve as a QLCC. Move has not formed or designated a QLCC to date, but reserves the right to do so in the future. In the event Move forms or designates a QLCC we will inform all Covered Attorneys thereof and make the necessary revisions to this Policy to reflect the alternative policies and procedures applicable to the QLCC.

V. SPECIAL REQUIREMENTS OF OUTSIDE COUNSEL

Move encourages all of its outside law firms to comply with this Policy in making reports to Move, except as otherwise required by law. In this regard, every Move attorney who retains outside counsel on behalf of Move should provide outside counsel with a copy of this Policy and any form of written report that may be designated from time to time by Move for making reports under this Policy.

Each outside law firm comprised of more than one Covered Attorney should designate an engagement partner to make reports to Move under this Policy. Except as otherwise required by law, the engagement partner shall be responsible for delivering any report required under this Policy to his or her in-house Supervisory Attorney or the General Counsel, as designated to that outside counsel by Move.

VI. REPORTS AND RECORDKEEPING

A. Format and Timing of Reports

Reports made under this Policy may be made in person, by telephone, by e-mail, electronically or in writing as promptly as possible following the time the Covered Attorney becomes aware of a Reportable Event and in a manner consistent with the privileged nature of the communication. All reports shall be made directly by the Covered Attorney, and the Covered Attorney shall clearly indicate either on the face of any written report or at the time the report is made orally that such report is being made pursuant to this Policy or the Attorney Conduct Rules. All oral

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reports shall be followed up by a written report within two (2) business days thereafter. Move may from time to time publish a form of report that must be used by Covered Attorneys in making reports under this Policy.

B. Recordkeeping

The General Counsel and any Covered Attorney who reports a Reportable Event shall make a written record stating that the report was made, describing the nature of the report and noting whether a response was received.

VII. COMPLIANCE WITH THE ATTORNEY CONDUCT RULES AND NON-RETALIATION

Each Covered Attorney is required to comply with the Attorney Conduct Rules. While no private right of action lies against a Covered Attorney for failing to comply with the Attorney Conduct Rules, failure to comply may subject an attorney to SEC enforcement action, including disciplinary action and civil penalties.

No attorney covered by this Policy or the Attorney Conduct Rules shall be disciplined, reprimanded, dismissed or otherwise penalized for complying in good faith with this Policy or the Attorney Conduct Rules. An attorney formerly employed or retained by Move who made a report under this Policy or the Attorney Conduct Rules and reasonably believes he or she has been discharged for doing so may notify Move's Board of Directors or any committee of the Board of his or her belief.

VIII. AMENDMENTS, INTERPRETATION AND PRIVILEGE

A. Amendments

This policy may be amended and reissued by Move from time to time. Without limiting Move's right to amend this Policy in any way, Move anticipates that it will likely amend this Policy to reflect (1) experience with the implementation and operation of the Policy, (2) additional commentary from the SEC, developing case law and other guidance on the requirements of the Attorney Conduct Rules and (3) developments after the date of this Policy, including direction from the Board of Directors of Move.

B. Interpretation

This Policy is intended to provide a reporting process on events that may be subject to reporting obligations under the Attorney Conduct Rules. No element of this Policy, however, is intended to bind Move, its General Counsel or any Covered Attorney to any particular interpretation of, or commitment under, the Attorney Conduct Rules. Furthermore, this Policy is not intended to amend, modify or alter any of the provisions of the Attorney Conduct Rules.

C. Privilege

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The communications under this Policy are intended to assist Move's General Counsel in delivering legal services to Move and to assist Move in receiving legal services from Move's other in-house and outside attorneys. Neither Move, nor any of its officers, management, employees or attorneys intends to waive any legal privilege that may be applicable to any of the communications required under the terms of this Policy or the Attorney Conduct Rules. Move considers all such communications to be privileged and specifically asserts the application of privilege for such communications.

Covered Attorneys should use their reasonable efforts, subject to their general ethical obligations and obligations under the Attorney Conduct Rules, not to make public any reports under this Policy or take other action that breaches Move confidences or that might otherwise be viewed as a waiver of the attorney-client privilege.

IX. CONSULTATION REGARDING THE ATTORNEY CONDUCT RULES AND THIS POLICY

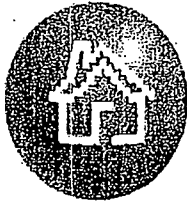
Move is dedicated to helping its Covered Attorneys fully understand and comply with the Attorney Conduct Rules and this Policy. Move strongly encourages its Covered Attorneys to raise concerns and ask questions he or she may have regarding the Attorney Conduct Rules and this Policy. Questions regarding the Attorney Conduct Rules or this Policy may be discussed with or submitted to the Compliance Director designated in the Code. In the course of such consultation, the Compliance Director may conclude independently that an event discussed or submitted is a Reportable Event, in which case the Compliance Director shall be obligated to comply with this Policy and the Attorney Conduct Rules with respect thereto. In the event a Covered Attorney reasonably feels that his or her question or concern was not appropriately addressed by the Compliance Director, he or she may discuss such question or concern with the Chief Executive Officer or the Audit Committee. No opinion or assessment by the Compliance Director that a matter is or is not a Reportable Event shall be binding on any Covered Attorney.

12/02/2014

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EXHIBIT C

12/02/2014



homestore™

RECEIPT & ACKNOWLEDGEMENT OF HOMESTORE, INC. INSIDER TRADING POLICY

This Insider Trading Policy is an important document that provides the guidelines by which employees may trade Homestore, Inc. securities.

Please read the following statements, sign below and provide this "Receipt & Acknowledgement" to indicate your receipt and acknowledgment of the Homestore, Inc. Insider Trading Policy.

- I have received and read a copy of the Homestore, Inc. Insider Trading Policy. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of Homestore, Inc. at any time.
- I am aware that during the course of my employment confidential information will be made available to me; i.e., customer lists, pricing policies, strategic transactions and other related information. I understand that this information is critical to the success of Homestore, Inc. and must not be disseminated or used outside of Homestore, Inc.'s premises. During employment and in the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information myself or with any other individual or company.
- I understand that should the Insider Trading Policy be changed in the future, Homestore, Inc. may at its discretion require an additional signature from me to indicate that I am aware of and understand any new policies.

I understand that my signature below indicates that I have read and understand the above statements and received a copy of the Homestore, Inc. Insider Trading Policy.

Curt Beardsley
Employee - Printed Name

Product Manager
Position

Curt Beardsley
Employee - Signature

8-9-2005
Date

12/02/2014

12/02/2014

12/02/2014

EXHIBIT D

ACKNOWLEDGEMENT & VERIFICATION

Acknowledgement:

I understand that the Homestore Code of Business Ethics and Conduct (the "Code") forms a part of my terms of employment or directorship.

I understand that it is my responsibility to read, understand and keep up to date with the contents of the Code, and to seek clarification or further information if needed.

I understand that breach or violation of the Code may result in disciplinary action including but not limited to termination of my employment.

I acknowledge that I have been afforded the opportunity to ask any questions I have concerning the content of the Code and related Compliance Program.

Verification:

Do you know or have a reasonable basis to suspect that the Company or any person acting on behalf of the Company has engaged in any conduct in violation of Homestore's Code of Conduct and Business Ethics?

Yes: _____ No: X

If you have answered "yes" to the preceding question, please set forth a brief statement of the facts and circumstances that prompted your answer.

If you have any question as to the applicability of the Code to any situation, you should discuss the matter with your management, the General Counsel or any Compliance Officer before completing this form.

If you wish to disclose any current or potential conflicts with this Code that either exist or might reasonably be expected to arise during the course of your employment, please set forth an explanation of these conflicts.

Signature: Curt Beardsley

Print Name: Curt Beardsley

Date: 8-9-05

12/02/2014

12/02/2014

EXHIBIT E

12/02/2014

Move, Inc.

Employee Handbook

12/02/2014

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12/02/2014

INTRODUCTION

This handbook is provided as a guide that you may use to familiarize yourself with Move, Inc. ("Move" or "the Company") and our employment-related practices and policies. Please take the necessary time to read it. We do not expect this handbook to answer all of your questions. Your supervisor will be your primary source of information. The Human Resources team is also available should you need additional assistance.

The handbook is not, nor should it be considered to be, an agreement or contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. This handbook states only general Company guidelines. Any guidelines particular to the state in which you work will be delivered to you during your orientation. Except for the Company's at-will employment policy, the Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook. The Company's at-will employment policy and the at-will nature of your employment may be modified only by an express written agreement signed by the Chief Executive Officer of Move.

This handbook is intended to be read in conjunction with the Move Code of Conduct and Business Ethics policy (the "Code"). The Code is available in printed form and also on the Company's intranet. Every employee must read and understand the Code. All employees are required, as a condition of employment, to provide the Company with an annual certification that they have read and understood the Code. Employees will also be required to sign an annual verification that they have no reasonable basis to suspect that the Company or any person acting on behalf of the Company has engaged in any conduct in violation of the Code.

OUR EMPLOYMENT PHILOSOPHY

Move is an equal opportunity employer. We enthusiastically accept our responsibility to make employment decisions without regard to race, color, age over 40, gender, gender identity, sex, sexual orientation, national origin, ancestry, religion, mental or physical disability, military service, marital status, pregnancy and related medical conditions or any other characteristic protected by federal, state or local law. Our management is dedicated to ensuring the fulfillment of this policy with respect to hiring, placement, promotion, transfer, demotion, layoff, termination, recruitment, pay, benefits, training and all other terms and conditions of employment. When necessary, in accordance with applicable law, we will reasonably accommodate employees and applicants with disabilities and with religious practices necessitating accommodation. The Company does not permit or condone harassment or discrimination on any basis prohibited by applicable law. All employees are required to become familiar with and adhere to the Company's policy prohibiting harassment and discrimination, contained in the Company's Code of Conduct.

Our goal is to maintain a productive team of employees. The keys to reaching that goal are effective leadership, competitive wages and benefits, dedication to the job and close attention to personnel matters.

QUESTIONS, COMMENTS & SUGGESTIONS

We encourage you to bring legitimate business questions, suggestions and concerns to our attention. We are proud of the open relationship between management and employees and we are interested in your thoughts and opinions. While we cannot guarantee we will provide the answer you desire, we will listen to your thoughts and opinions and address legitimate concerns appropriately.

If you have a question, suggestion or concern, you should discuss it with your supervisor, unless circumstances require otherwise. Since you and your supervisor work closely on a daily basis, most concerns can and should be addressed and resolved at this level.

I. EMPLOYMENT STATUS

The Company retains the sole discretion to establish compensation, benefits, working conditions, duties and other terms and conditions of employment for all of its employees. Also, the Company retains the sole discretion to modify employees' compensation, benefits, working conditions, positions, duties and other terms and conditions of employment, including the right to impose discipline of whatever type that the Company, in its sole discretion, determines to be appropriate. No employee or other representative of the Company is authorized to make any contrary representation to employees.

A. AT-WILL EMPLOYMENT

Employment at the Company is "at-will." This means that unless expressly agreed otherwise in a writing signed by both the Chief Executive Officer of Move and the employee, both the employee and the Company retain the right to end the employment relationship at any time, for any reason, with or without notice, with or without cause. No one other than the Chief Executive Officer of Move is authorized to make any other representation on behalf of the Company regarding the duration or termination of an employee's employment. This at-will employment relationship will remain in full force and effect notwithstanding any changes that may occur with respect to an employee's position, title, pay or other terms or conditions of employment. Other than the Chief Executive Officer of Move, no executive, manager, supervisor or employee of the Company has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for any form of employment other than "at-will."

B. INTRODUCTORY PERIOD

The first ninety (90) days of your employment are an introductory period. This period is designed to give you a chance to become familiar with the Company and to learn your job. It also gives your supervisor a chance to work more closely with you while you learn about your job, and to evaluate your performance.

The introductory period is just that -- an introduction. Completion of the introductory period signifies our hope that you will be capable of functioning fully in your position. Completion of the introductory period is not, nor should it be seen as, an unqualified acceptance by the

Company of your performance, an assurance of continued employment, or grounds for a change or increase in compensation.

C. EMPLOYEE CLASSIFICATIONS

Employees of the Company are classified as follows:

Introductory Employees – All employees, during the first ninety (90) days of employment or any extension of that period. Introductory employees are eligible for Company benefits in accordance with the terms of this Handbook and the Company's benefit plans and programs.

Regular Full-Time Employees – Employees who complete the introductory period and who are regularly scheduled to work at least forty (40) hours per week. Regular full-time employees are eligible for all Company benefits otherwise made available to other employees at the same level.

Regular Part-Time Employees – Employees who are regularly scheduled to work less than forty (40) hours per week. Part-time employees may be eligible for some, but not all, Company benefits.

Temporary Employees – Employees who are hired for a specific task or project, usually involving fewer than 180 days. Temporary employees are not eligible for Company benefits.

Non-Exempt Employees – Hourly employees who are eligible to receive overtime pay in accordance with the federal Fair Labor Standards Act and applicable state wage/hour laws.

Exempt Employees – Salaried employees who are exempt them from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state wage/hour laws.

Interns – Interns are not eligible for Company benefits.

D. ATTENDANCE

The Company's success depends upon the cooperation and commitment of each member of our team. Therefore, your attendance and punctuality are extremely important. Your fellow employees must bear the burden of your absence. Your responsibility to the Company and your fellow employees requires good attendance.

We recognize that there may be times when your absence or tardiness cannot be avoided. In that event, notify your supervisor at least one (1) hour before your scheduled shift. Unless you have made other arrangements with your supervisor, you should call your supervisor each day of your absence.

Unacceptable attendance, including any failure to adhere to these attendance and reporting guidelines, may lead to discipline, up to and including termination. If you are absent and have not provided proper notification, the Company may consider you to have abandoned your job. Employees are directed to review the Company's applicable leave of absence policies, as those may be available for certain employee needs.

E. EMPLOYEE TIME KEEPING PRACTICES

1. Non-Exempt Employees Attendance Records: You will receive specific login instructions to our web-based timekeeping system, Enterprise E-time. It will be your responsibility to record your daily hours worked by recording your start and quitting times via E-time timekeeping system. As you record your hours the system creates a "timestamp" which will record your arrival and departure each day. The system is designed in such a way that you are asked not to record your time more than seven (7) minutes prior to your scheduled starting time or stay at work and record your time more than seven (7) minutes after your scheduled quitting time, unless specifically authorized. In addition, non-exempt hourly tracking includes that you will timestamp your leaving the building for any non-business reason and when you begin and end your daily meal period(s), regardless of whether you leave the premises. Note that if you fail to record your start or quitting time, or if there is an error in your timestamp, you will need to send a correction to the Payroll Helpdesk via Outlook. Be sure to include the date and time stamp edit; you must also "CC" your supervisor in order for Payroll to make the correction. Enterprise E-time requires your Corporate Login Credentials to access the system. You may only log in using your own personal information. Sharing your Enterprise E-time access information with other employees is strictly prohibited and may lead to disciplinary action, up to and including termination.

2. Overtime: The nature of our business sometimes requires that employees work overtime. Your supervisor will notify you when you are required to work overtime. We will expect and appreciate your cooperation when overtime is required and will make every effort to provide you with advance notice of any overtime that will be required so that you may plan accordingly. Overtime will be paid to non-exempt employees in accordance with state and federal law. Generally, under federal law, time and one half is paid to non-exempt employees who exceed 40 hours of work time in a workweek.

Please remember that you are not allowed to work overtime unless it has been authorized in advance by your supervisor.

Approved paid absences, including, but not limited to sick time, vacation leave, holiday leave, leave of absence, rehabilitation leave, military leave, time off for school children, jury duty or witness duty, bereavement leave, and time off for voting are not counted as time worked for the purposes of computing overtime. The workweek begins at 12:00 a.m. on Monday morning and ends at 11:59 p.m. on Sunday night, of a given pay period.

3. Make-up Time: Non-exempt employees who wish to make up work time that is or would be lost as a result of personal obligations may make up the time without being paid an overtime premium under the following conditions: (1) the employee must voluntarily make a written request of his or her manager or supervisor to make up time (California employees must make this request using the "Make-Up Time Request Form"); (2) the make-up time must be worked in the same workweek in which the work time was lost; (3) in California, the total hours worked in a day cannot exceed 11; and (4) the total hours worked in the workweek cannot exceed 40.

All personal time off must be taken with the approval of management, in accordance with Company policy. Managers and supervisors are prohibited from encouraging or otherwise soliciting an employee to make up time under this policy.

An employee who wishes to request make-up time should submit the request in writing to his or her immediate manager or supervisor in advance and receive approval, prior to working the make-up time. Requests to allow make-up time will be evaluated based upon business needs.

4. Call-In and Controlled Standby Time:

Call-In Time: An employee may be called in to report to work or to conduct work from another authorized location unexpectedly and/or at a time other than during the employee's regularly scheduled work hours. An employee subject to being called in may be asked to carry a phone, blackberry or pager or may be contacted at a personal phone number.

If you are a non-exempt employee and you are asked to report to work under these circumstances, you will be paid at the applicable straight time or overtime rate. Reasonable travel time to and from the work site where you have been summoned as well as for time worked at the site will be paid at the applicable straight time or overtime rate. Moreover, you will receive no less than two hours at your regular rate of pay, even if the work is completed in fewer than two hours.

Controlled Stand-by Time: If you are a non-exempt employee and you are required to be available on a controlled stand-by basis (i.e. your off duty hours are restricted by the requirement that you be available urgently and/or immediately), the time spent on standby will be compensable as time worked.

In order for time to qualify as "controlled standby," you must be required to be available for immediate call back, i.e. you must not go outside of a given geographical area, you must not drink alcoholic beverages or be under the influence of any substances, and you must return to the worksite or other authorized location within a reasonable response time. Department Heads shall establish reasonable maximum response times (between 15 and 60 minutes) for their departments.

Time on controlled standby will be calculated at the applicable minimum wage. An employee's regular hourly wage will be paid for reasonable travel time and hours worked should the employee be called in to work during a period of controlled standby. Hours spent on controlled standby will be counted as worked hours for the purpose of calculating overtime compensation. Overtime premiums for standby time will be calculated upon a weighted average of the total hours worked (i.e. total number of hours worked/total of earnings at the regular rate and total of earnings at minimum wage).

Overtime compensation is applicable only when total hours worked exceed 40 hours in a week, or 8 hours in a day for California employees.

5. Travel Time for Non-Exempt Employees: Some non-exempt positions require travel in the United States and abroad. If you are required to travel and are a non-exempt employee, you will need to report your travel time according to this policy.

All travel time should be submitted separately from your normal time keeping method using the "Travel Time Sheet", (see "Appendix B").

Non-exempt employees are eligible for compensation for the time they spend traveling (Note that time spent commuting to and from your home to your usual place of work is not considered travel time for the purposes of this policy.) The compensation an employee receives depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours.

"Normal work hours," for the purposes of this policy, are defined as an employee's regularly defined work hours as established with their manager. This definition applies to normal workdays (Monday through Friday) and to weekends (Saturday and Sunday).

Travel Time Defined: "Travel time" is defined as including that time in excess of the employee's normal commute. If the employee is traveling to an out of town destination, i.e. hotel or worksite, then travel time begins when the employee arrives at the airport (train station, bus station, or other point of departure) and ends at the time the employee reaches his/her destination. If the employee is returning home *from* a location, the destination is the airport (train station, bus station, or other point of arrival) of final arrival. If the employee is driving to the intended destination, travel time begins when the employee exceeds their normal commuting time and ends when they arrive at their intended destination.

If an employee is traveling by air and no flights are available from or to the airport nearest the employee's residence, then travel between the employee's residence and the departure airport is considered travel time and is eligible for compensation in accordance with the policy guidelines below.

Travel between home and work or between the hotel and worksite is considered normal commuting time and is not eligible for compensation.

If an employee requests a specific travel itinerary or mode of transportation that is different from the one authorized by the Company, only the estimated travel time associated with the itinerary and mode of transportation that has been authorized will be eligible for compensation.

Compensation For Travel Time: Travel time within normal work hours will be paid at the employee's regular rate of pay, up to 8 hours per day of combined work and travel time, after which employees will be paid at the travel time rate for any travel time over 8 hours. Travel time is paid at the current applicable minimum wage.

Travel time will be factored into overtime calculations as a weighted average of the total hours worked (i.e. total number of hours worked/total of earnings at regular rate and earnings at travel rate).

When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours.

Examples Of How Travel Time Is Paid: If an employee reports to the regular workplace and is then required to travel to another site to work for the day, travel time to the assigned workplace will be paid at the employee's regular pay.

When an employee is required to report to a work site other than the regular site, and goes directly to that site without first going to the regular site, the employer will be paid for any travel time in excess of the employee's normal commute time to and from the regular site.

An employee works eight hours at their regular work place in Los Angeles and then goes to the airport, flies to San Francisco, stays at a hotel, works six hours at the assigned work place in San Francisco the next day, finishes their work assignment after six hours of work, and then returns to Los Angeles. Under these circumstances, the employee would receive their regular pay for the first eight-hours worked on the first day. Travel pay (at minimum wage) begins when the employee leaves the workplace to go to the airport on the first day and ends when the employee arrives at the San Francisco hotel. The employee receives their regular pay for the six hours of work at the work place in San Francisco on the second day. When the employee leaves the San Francisco work place for the airport, travel pay (at minimum wage) begins and ends when the employee arrives at the Los Angeles airport to go home.

Calculating And Reporting Travel Time: Non-exempt employees are responsible for accurately tracking, calculating and reporting travel time on their time sheets in accordance with this policy, using the "Travel Time Sheet", (see "Appendix B").

Meal periods should be deducted from all travel time. However, if the meal is considered a business meeting at which your attendance is required, you will be paid your regular rate of pay.

If an employee requests a specific travel itinerary or mode that is different from the one authorized, only the estimated travel time associated with the schedule, route and mode of transportation authorized should be reported on the time sheet.

Travel time should be calculated by rounding up to the nearest quarter hour.

6. Exempt Employee Timekeeping: Some departments may employ specific time tracking practices and procedures based on their specific needs (i.e. the Information Technology Department) and may require exempt employees to record hours worked in Enterprise E-time. Check with your manager in order to determine if your department has a specific time tracking policy.

F. YOUR PAYCHECK

For payroll purposes, the workweek starts 12:00 a.m. on Monday morning and ends at 11:59 p.m. on Sunday night, of a given pay period. The dates, times and place paychecks are distributed are posted on the intranet. Employees are paid either bi-weekly, receiving a paycheck every two weeks with 26 pay periods each calendar year or semi-monthly, receiving a paycheck twice a month with 24 pay periods each calendar year. Check with your local Human Resources contact for the pay schedule applicable to you.

There are certain deductions we are required to make by law. Your payroll stub itemizes the deductions made from your gross earnings. Federal or state laws require that we make deductions for Social Security/Medicare, Federal Income Tax, State Income Tax where applicable, State Disability Insurance where applicable, and any other legally mandated taxes or deductions. In addition, there may be deductions for items that you yourself authorize.

Any questions that you may have about your paycheck or the deductions made should be addressed to your supervisor or your payroll representative.

If you wish to have someone else pick up your paycheck, it is necessary for you to give that person authorization in writing. The Company will not release your paycheck to another individual unless we have this written authorization.

G. YOUR PERSONNEL RECORDS

It is important that your personnel records are accurate and up to date so that you can continue to receive uninterrupted benefits and communications from the Company. The information is also necessary to determine the amount of wage deductions for federal and state income tax. You should notify your Human Resources representative of any change in your name, address, telephone number, marital status, number of dependents or emergency contact telephone number either through the Intranet or through your Human Resources representative.

H. REST PERIODS AND MEAL PERIODS

As a non-exempt employee of the Company, you are entitled to and, in some jurisdictions, required by law to take periodic rest periods (breaks) during your workday. You will be paid for all such required rest periods. It is your responsibility to schedule your rest periods with your supervisor and take them as required. Your supervisor will advise you of the time and duration of your rest periods. Questions should be referred to Human Resources.

Depending on your state's law, you also are allowed to take up an unpaid meal period of up to sixty (60) minutes during your workday. You are entitled to be relieved of all work duties during your meal period. Your supervisor will advise you of the length and scheduling of your meal period. In some states, you may be entitled to take a second meal period if you work more than a specified number of hours.

California Rest and Meal Period Requirements: All non-exempt California employees who work over five (5) hours in any workday are required to take at least a 30-minute work free, unpaid meal break. However if an employee is not working more than six (6) hours on a particular day, he or she can voluntarily waive the meal period for that day. All non-exempt California employees who work more than ten (10) hours in a workday must take a second work free, unpaid meal period of at least thirty 30 minutes. It is a violation of this policy for a non-exempt California employee to work without taking a meal period, and no Company employee may direct a non-exempt California employee to skip his or her meal period.

Additionally, non-exempt California employees may take a 10-minute rest period for every four hours of work or major portion thereof. Whenever possible, rest periods should be taken in the middle of a work period. Rest periods

are paid and they may not be combined with a meal period. Employees who work less than 3 1/2 hours in a day are not entitled to a rest period."

I. EMPLOYEE CONDUCT

Employees are expected at all times to comply with Move policies and procedures, including those set forth in this Employee Handbook and the Company's Code of Conduct and Business Ethics (the "Code") and with the lawful directions of their supervisor(s). The following are examples of the types of conduct that are not acceptable and may cause Move to impose discipline, up to and including termination of employment. Of course, it is not possible to list every type of potentially unacceptable conduct. The following list provides examples only and is not exhaustive. As stated elsewhere in this Handbook, employment with Move is at-will, and either an employee or Move may terminate the employment relationship at any time, for any reason, with or without cause, with or without notice.

Examples Of Unacceptable Conduct Include:

1. Making false statements or falsifying or withholding information on personnel records, employment applications, personnel questionnaires, Move business records, time records, or any other documents created in the course of employment.
2. Performance of work below required standards.
3. Failing to perform assigned duties.
4. Failing to complete time records or creating inaccurate time records, including recording the work time of another employee or allowing any other employee to record your work time.
5. Insubordination.
6. Failing or refusing to cooperate in investigations conducted by Move.
7. Negligence or willful misconduct in the performance of duties likely to cause or actually causing personal injury or property damage.
8. Fighting or attempting to cause injury to another.
9. Destroying or willfully damaging Move's property or the property of another.
10. Unauthorized use or disclosure of any confidential information of Move.
11. Violation of Move security policies or procedures.
12. Using Move's materials, property or services for non-business purposes or for personal gain, or removing or disposing of Move's materials, property, supplies or equipment without proper authority.

13. Dishonesty.
14. Theft or unauthorized possession of Move assets or property, or property belonging to clients, visitors or co-workers.
15. Making or publishing knowingly false, vicious or malicious statements concerning other employees, Move or its products or services.
16. Posting, defacing or removing notices or signs, or writing in any form on bulletin boards or Move's property, without specific authority of the designated Move representative.
17. Smoking in posted "No Smoking" areas as established by Move.
18. Unauthorized entry onto Move's premises or property.
19. Carrying or possessing firearms or weapons on Move's premises or property.
20. Excessive tardiness or unexcused absences.
21. Any period of unauthorized absence.
22. Failure to comply with Move or departmental rules, including safety rules.
23. Unlawful gambling at work.
24. Engaging in conduct in the workplace that violates any federal, state or local law, ordinance or regulation.
25. Threat of harm to an employee, client, family member or person with whom you come in contact in the course of your employment.
26. Speaking on behalf of Move without prior authorization from a designated Move representative.
27. Engaging in conduct that violates any Move policy.
28. Participating in horseplay or practical jokes.
29. Engaging in any criminal conduct.
30. Using abusive, profane or threatening language toward a Move employee or visitor.
31. Failure to provide advance notice to a supervisor of any absence or tardiness.
32. Failure to obtain permission to leave work for any reason during normal working hours.

33. Failure to observe working schedules, including rest and meal periods.
34. Fraudulent use of sick time (e.g., using sick time as a vacation or personal day).
35. Failure to provide a medical certificate in response to any lawful request of the Company.
36. Sleeping or malingering on the job.
37. Making or accepting excessive personal telephone calls during working hours, except in cases of emergency or extreme circumstances.
38. Working overtime without prior authorization.
39. Refusing to work assigned overtime.
40. Failing to dress in an appropriate, professional manner while working.
41. Possession of or being under the influence of alcohol, except when limited alcohol is served at Company sponsored events, or illegal drugs.

J. **PERSONAL APPEARANCE**

In order to maintain a professional work environment, neatness and cleanliness are absolutely necessary at all times. Employees should dress appropriately, in good taste and according to the requirements of their position. If you have any questions about proper attire in your given department, please ask your supervisor.

II. **YOUR BENEFITS PACKAGE**

The Company offers a number of benefits to its employees. The benefits will be described to you during your orientation process and will be available to you on the Company intranet. This handbook briefly describes some of those benefits.

Certain of the Company's benefits are fully documented in plan documents, summary plan descriptions and trust agreements. The official details contained in any such benefit plan documents, summary plan descriptions and trust document shall govern in the event of any conflict or inconsistency with the information stated in this Handbook or in any other written or oral statements or representations. The Company may modify or rescind any benefits provided. If you have any questions about your benefits, please consult your Human Resources representative.

A. **HOLIDAYS AND VACATION**

Holidays: Regular full-time and part-time employees are eligible for paid holidays. A list of recognized holidays will be published each year on the Company Intranet. For each Company holiday taken off, a non-exempt employee will be paid a day's pay at his or her base hourly rate (excluding commissions, bonuses, differentials or other additional

compensation) for the number of hours he or she is regularly scheduled to work in a day. A non-exempt employee who is requested to work on a Company holiday will receive an additional day's pay at his or her base hourly rate (excluding commissions, bonuses, differentials or other additional compensation) for the number of hours he or she is regularly scheduled to work in a day. An exempt employee will receive one fifth of his or her weekly base salary (excluding commissions, bonuses or other compensation) for each Company holiday taken.

To be eligible for any holiday pay, you must work your regularly scheduled workday the day before and the day after the holiday and work the holiday if required (unless the holiday ends or precedes your scheduled vacation). Employees on leaves of absence are not eligible for holiday pay. The Company's holiday schedule may change from year-to-year at managements' discretion.

The number of floating holiday(s) may vary from year to year and are announced each year with the holiday schedule. Floating holiday(s) may be taken with the approval of your supervisor, and may be used for your birthday, in conjunction with an observed holiday or for national, religious, or other holidays which Move is not observing. Unused floating holiday(s) may not be carried over into the following calendar year. Employees hired after January 1 will receive a pro rata number of floating holidays. Employees hired on or after October 1 will not receive floating holidays until the next calendar year.

Vacation: The Company recognizes the importance of uninterrupted periods of rest and relaxation for all our employees, and encourages its' employees to use their paid vacation benefits. Therefore, we provide a vacation plan, based upon continuous length of service, for all regularly scheduled full-time employees. Vacation time may be scheduled with prior approval by your supervisor.

Regularly scheduled full-time employees accrue paid vacation time as follows:

Length of Continuous Service	Annual Vacation Benefit
Less than 5 years	10 Days *
More than 5 years, but less than 10	15 days
10 years or more	20 days

Employees accrue vacation time up to a maximum of 1.75 times the applicable annual accrual rate (i.e. 17.5 days for employees earning (10) days per year and 26.25 days for employees earning fifteen (15) days). After accruing the applicable maximum number of days, the employee does not accrue additional vacation days until the employee uses sufficient vacation days to fall below the maximum of permissible accrued vacation days.

For each full day of vacation taken off, a non-exempt employee will be paid a day's pay at his or her base hourly rate (excluding commissions, bonuses, differentials or other additional compensation) for the number of hours he or she is regularly scheduled to work in a day. Non-

exempt employees taking vacation time of less than a day will be paid for the number of hours taken at the rate described above. An exempt employee will receive one fifth of his or her weekly base salary (excluding commissions, bonuses or other compensation) for each full day of vacation taken. For all employees, partial days of vacation will be paid on a *pro rata* basis. For unusual circumstances employees may borrow up to one week of paid vacation if they have insufficient accrued time off for a scheduled absence. Such requests must be approved in advance by the Department VP. As a condition of receiving a vacation advance, an employee who borrows time must authorize Move to deduct any remaining negative balance from his/her final paycheck should he/she separate from employment from the Company before accruing sufficient vacation to cover the advance.

If a Company-recognized holiday falls during a scheduled vacation, the holiday time off will not be charged against the employee's accrued vacation time.

Upon termination, for each unused, accrued day of vacation, a non-exempt employee will be paid a day's pay at his or her final base hourly rate (excluding commissions, bonuses, differentials or other additional compensation) for the number of hours he or she is regularly scheduled to work in a day. An exempt employee will receive one fifth of his or her weekly base salary (excluding commissions, bonuses or other compensation) for each full day of vacation taken. For all employees, upon termination, partial days of unused, accrued vacation will be paid on a *pro rata* basis.

*Salaried, exempt employees accrue fifteen (days) of vacation with less than five years of service

B. INSURANCE AND RETIREMENT BENEFITS

Employees of the Company may participate in a variety of insurance and retirement programs. These programs, which include health and dental benefits and a 401(k) plan, are explained fully in information you will receive from Human Resources.

The specific benefit plans that apply to you may vary. Therefore, please refer to the separate benefits booklets given to you at the time of your enrollment in any benefit plans for further information. Human Resources is also available to answer any questions that you may have concerning your eligibility and coverage.

The Company may modify or rescind any benefits provided after notice to you.

C. PAID SICK TIME

All regular full-time employees and regular part-time employees regularly scheduled to work thirty (30) hours or more per week will be eligible for paid sick time. Non-exempt employees will be paid at his or her base hourly rate (excluding commissions, bonuses, differentials or other additional compensation). An exempt employee will receive one fifth of his or her weekly base salary (excluding commissions, bonuses or other compensation) for each full day of sick pay taken. For all employees, partial days of sick pay will be paid on a *pro rata* basis. Please note

that paid sick time is to be used only for the illness of an employee or the illness of an employee's parent, spouse, child, domestic partner or the child of a domestic partner. Paid sick time will accumulate at the rate of six (6) days per year commencing from your date of employment. If you use paid sick time, you may be required to present to Human Resources a doctor's certificate verifying that you or a family member were ill and/or verifying that you are medically able to return to work. A doctor's certificate is required to be provided to Human Resources if you are absent for more than five (5) consecutive days.

Unused paid sick time will carry over to the next year, up to a maximum accrual of ten (10) days. Employees may never accrue more than 10 days of paid sick time. The Company will not pay employees for unused paid sick time upon termination of employment, unless otherwise required by law.

III. LEAVES OF ABSENCE

A. STATUTORY FAMILY AND MEDICAL LEAVES OF ABSENCE

Employees may be eligible for family care or medical leave pursuant to the federal Family and Medical Leave Act (FMLA) and applicable state laws. The following describes your rights and obligations for leave under the FMLA, as well as leave rights that apply specifically to employees in California, Massachusetts and New Jersey. If you have any questions regarding these policies, please contact Human Resources.

1. FMLA Leave

All eligible employees may take a family care or medical leave under the federal Family and Medical Leave Act ("FMLA") in connection with any of the following circumstances:

- For your own serious health condition
- For the birth of your child
- For the placement of a child with you for adoption or foster care
- To care for your parent, child, spouse or domestic partner with a serious health condition
- To attend to a qualifying exigency arising out of the fact that your spouse/domestic partner, son, daughter or parent is on covered active duty in the Armed Forces or has been notified of an impending call or order to covered active duty in the Armed Forces ("Military Exigency Leave")
- To care for an injured covered servicemember, if you are the spouse/domestic partner, child, parent or next of kin of the servicemember ("Servicemember Caregiver Leave")

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of leave in a rolling 12-month period (measured backwards from the date the employee's leave commences) for leave due to the employee's own serious health condition; the birth of the employee's child; placement of a child with the employee for adoption or foster care; to care for the employee's parent, child, spouse or domestic partner with a serious health condition; and/or for Military Exigency Leave.

The maximum Servicemember Caregiver Leave available to any employee is 26 workweeks in a 12-month period (measured forwards from the date the employee's leave commences).

Eligible Employees: Under Company policy, you are eligible to request an FMLA leave of absence if: (1) you have completed 12 months of employment with the Company; (2) you have worked at least 1,250 hours during the 12 months prior to the leave; and (3) you are employed at a worksite where the Company has 50 or more employees within a 75-mile radius.

Definitions:

- The term "serious health condition" refers to an illness, injury, impairment, or physical or mental condition that involves either a period of incapacity or treatment in connection with in-patient care in a hospital, hospice or residential medical care facility or continuing treatment or supervision by a health care provider. The term "serious health condition" is not intended to cover short-term conditions for which treatment and recovery are very brief.
- The term "child" includes the employee's biological, adopted, foster or step-child or legal ward, usually under the age of 18.
- The term "parent" includes the employee's biological, foster, adoptive or step-parent or person who stood in loco parentis to the employee when the employee was a child.
- The term "spouse" includes the employee's husband or wife.
- The term "qualified exigency" includes one or more of the following: short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; post-deployment activities; and/or other activities designated as qualifying exigencies by the Company and the employee.
- The term "covered servicemember" includes a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retirement list, for a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

- The term “next of kin” used with respect to an individual, means the next nearest blood relative of that individual in the following priority: Blood relatives who have been granted legal custody of the covered servicemember; brothers and sisters; grandparents; aunts and uncle,, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Servicemember Caregiver Leave. When such designation has been made, the designated individual is considered to be the covered servicemember’s only “next of kin.”

Special Provisions For Leave for Birth, Adoption or Placement of Foster Child: Family care leave associated with the birth of your child, adoption of your child or the placement of a foster child in your care must be completed within 12 months of the birth, adoption or placement of your child.

If both you and your spouse are employed by the Company, the Company reserves the right to restrict the combined leave taken between you in connection with the birth of your child, adoption of your child or the placement of a foster child in your care to 12 workweeks. For example, if one spouse desires to take off 6 workweeks of family leave in connection with the birth, adoption or foster child placement, the other spouse may only be entitled to take 6 workweeks of family leave in connection with the same event.

Special Provisions For Servicemember Caregiver Leave: The maximum 26 workweeks during a 12-month period available to you as a servicemember caregiver may be reduced by any other FMLA-covered leave taken by you for family care and/or medical leave in the same 12-month period.

In addition, if both you and your spouse are employed by the Company, the Company reserves the right to restrict the combined leave taken between you and your spouse to a combined total of 26 workweeks in any 12-month period.

Notification by Employee: If you require a leave of absence, first inform your supervisor, and then request from your Human Resources Representative the necessary paperwork. If the need for Military Exigency Leave is foreseeable, you should provide such notice that is reasonable and practicable. For other types of leaves, you must provide thirty (30) days advance notice of your need, whenever possible. If you become aware of the need for family care leave and/or medical leave less than 30 days before the leave, you must provide notice as soon as practicable. Moreover, when leave is required in connection with a planned medical treatment, you must try to schedule treatment so as not to unduly disrupt Company operations. Failure to provide notice of a foreseeable leave may result in a delay to the start of the leave.

Certification: Before your leave is approved, you will be required to provide medical certification of the serious health condition or other certification of the circumstance giving rise to a request for an FMLA leave. You must provide your Human Resources Representative periodic updates concerning your status, such as your expected date of return and intent to return. During your leave, you may be asked for additional information certifying the need for your leave.

You must return the completed certification form within fifteen (15) days after it is requested. If you fail to do so, the Company may delay the commencement of your leave or deny your leave request.

The Company may require subsequent medical recertification, to the extent authorized by law, such as upon expiration of the time period which the health care provider initially estimated that you would need to recover for your own serious health condition. Failure to provide requested recertification within fifteen (15) days, if such is practicable, may result in a delay of further leave until such certification is provided or a denial of your leave extension.

If you fail to communicate or cooperate with the Company in obtaining the requested certification or recertification in accordance with this policy, your absence may be unauthorized. Pursuant to Company policy, an unauthorized absence may be considered to be a voluntary resignation from employment.

When your FMLA leave of absence is in connection with your own serious health condition, in accordance with applicable law, the Company may also require you to be examined by a health care provider designated by it, at its own discretion and expense, for a second opinion. If the second health care provider's opinion conflicts with the information contained in the medical certification you have provided, the Company, at its expense, may require a third, mutually acceptable, health care provider to conduct an examination and provide a final and binding opinion.

Salary and Benefits while on FMLA Leave: FMLA leaves of absence are generally unpaid. However, you will be required to use your unused accrued paid sick time, if appropriate, and your unused accrued vacation days, if any, while you are on leave (except during a pregnancy-related disability leave for California employees) and not entitled to benefits from the State or Company Short-Term Disability Plans, to the extent authorized by law.

Moreover, in California, New York, New Jersey, Rhode Island or Hawaii, if your FMLA leave is in connection with your own serious health condition, you must apply for State Disability Insurance (SDI). In addition, for a family care leave, California employees must apply for Paid Family Leave (PFL) benefits. Both SDI and PFL benefits are administered by the California Employment Development Department. New Jersey employees may apply for Family Leave Insurance (FLI) benefits from the State of New Jersey. All Company-paid benefits may be integrated with any SDI, PFL, FLI, and/or other government-provided benefits that you may receive or for which you are eligible.

Sales commissions and bonus plans will determine how commissions and/or bonus payments, if any, are made to otherwise eligible employees who take a leave of absence.

During your approved FMLA leave, the Company will continue to make those health plan contributions, if any, that it was making on your behalf before your leave began under the same circumstances as if you were actively employed. You must continue to pay your portion of the premium. You have a minimum 30-day grace period in which to make premium payments. If timely payment is not made, your group health insurance will be cancelled, provided we notify you in writing at least 15 days before the date your health coverage will lapse. Employees on

Leave of Absence may remain on active health benefits for a maximum of six (6) months, at which time you may be eligible for COBRA continuation coverage. We will do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on leave. If you normally pay a portion of the premiums for these additional benefits, you will be responsible for making these payments.

Your vesting in the Company Stock Incentive Plan will continue while on an approved FMLA leave of absence for a maximum of 90 days.

Long-Term Disability: In certain circumstances, employees who become disabled may be eligible for insured long-term disability benefits. In addition, if your disability continues beyond six (6) months, you receive a Long Term Disability award from Move's insured disability carrier in effect or a Social Security disability award, and your benefit payments are up-to-date, the Company will pay for the first six (6) months of COBRA continuation coverage for which you may be eligible, for you and your dependents who are actively enrolled at the time of your COBRA eligibility. For further information regarding these benefits, please contact your Human Resources representative.

Intermittent FMLA Leave: Once the appropriate certification is obtained, under certain circumstances, you may take intermittent or reduced work schedule leave. Where FMLA leave is taken because of the birth or placement of a child for adoption or foster care, you may take leave intermittently or on a reduced leave schedule only if approved by your supervisor and the Human Resources Department.

During the time period requiring the intermittent or reduced schedule, you may be temporarily transferred to an alternative position that better accommodates the business needs and your recurring absences. The alternative position will provide equivalent rate of pay and benefits during the temporary transfer.

Returning from FMLA Leave: You will be returned to the same or "equivalent" position following an approved FMLA leave. No employee is entitled under this policy, however, to any right, benefit or position other than that to which the employee would have been entitled had he/she not taken leave. For example, if an employee would have lost his/her job even if the leave had not been taken, i.e., layoff, reduction in force which included the employee's position, etc., or if the employee was hired to work on a specific project that has since been completed, the employee is not entitled to reinstatement.

If you are returning from an FMLA for your own serious health condition (other than a normal pregnancy-related disability leave), you will be required to provide a release from your health care provider that you are able to perform the essential functions of your position with or without a reasonable accommodation.

Unless you are otherwise eligible for additional leave pursuant to the law (such as a possible leave extension as a reasonable accommodation for a qualified disabled individual), if your leave exceeds the maximum allowed by law, your employment will cease. However, once you are able to return to work, you may apply for open positions for which you qualify. It is your responsibility to report to work at the end of the approved leave. If you accept other employment

or fail to return to work following the expiration of your leave, the Company will consider you to have resigned.

Exception for Key Employees: Highly compensated, salaried employees (i.e., the highest paid 10% of employees at a worksite or within 75 miles of that worksite) may not be restored to employment following FMLA leave if the result would cause the Company substantial and grievous economic injury. This fact-specific determination will be made by the Company on a case-by-case basis. The Company will notify you if you qualify as a “key employee” and if the Company intends to deny reinstatement. The Company will further notify you of your rights in that event.

No Work While on Leave: The taking of another job while on authorized leave pursuant to this policy will be grounds for immediate termination.

Work-Related Injuries: This FMLA leave policy applies to all serious health conditions, whether or not they are work-related. However, if you have suffered a work-related injury or illness, you may also be entitled to workers’ compensation benefits. Leaves of absence due to work-related injuries will be reviewed and handled on a case-by-case basis in accordance with law. Workers’ compensation leave runs concurrently with family care and medical leave for eligible employees under applicable law.

Pregnancy-Related Disabilities: If you are regularly scheduled to work more than 30 hours per week and become disabled by pregnancy, the Company will pay you the difference between any state and/or group insurance income replacement benefit for your regularly scheduled hours for up to ten (10) days of your pregnancy-related disability leave. This paid time off will run concurrently with any unpaid pregnancy disability or family care and medical leave otherwise available to the employee.

Additional Information: In Appendix A of this Handbook, the Company has provided a copy of the notice from the U.S. Wage and Hour Division entitled “Employee Rights and Responsibilities under the Family and Medical Leave Act” to provide additional information about FMLA leaves.

2. California Family Rights Act (CFRA) Leave

The Company will provide up to 12 workweeks of leave during any 12-month period (defined as a “rolling” 12-month period measured backward from the date you use any covered leave), in accordance with the California Family Rights Act (CFRA). In most circumstances, CFRA leave is unpaid time off that runs concurrently with FMLA leave.

Eligible Employees: As a California employee, you are eligible for CFRA leave if you: (1) have been employed by the Company for more than 12 months; (2) have worked at least 1,250 hours during the 12 months prior to the leave; and (3) are employed at a worksite where the Company has 50 or more employees within a 75-mile radius.

Purpose of Leave: You may take CFRA leave for one or more of the following reasons:

- When you are unable to work due to your own serious health condition (unrelated to pregnancy or childbirth);
- The birth of your child;
- The adoption of your child or for the placement of a foster child in your care; or
- When it is necessary for you to care for a child, parent, spouse or registered domestic partner who has a serious health condition.

If you are eligible to take leave under both the FMLA leave and the CFRA leave policies, the time you take off will count against the total leave you have available under both policies.

It is possible, however, that you may be eligible to take CFRA leave under this Policy, but be ineligible to take such leave under the FMLA policy, or vice versa. This could happen, for example, if you have already taken your full 12 workweeks of FMLA leave, and you seek to take leave to care for a registered domestic partner with a serious health condition under the CFRA (which leave is not covered by the FMLA). In that event, you may be entitled to take your full 12 workweeks of California Family and Medical Leave under this Policy, in addition to whatever leave you have previously taken under the FMLA. Similarly, Servicemember Caregivers Leave and Military Exigency Leave taken under the FMLA will not count as California Family and Medical Leave under this Policy.

Special Provision for Leave For Birth, Adoption or Placement of Foster Child: The special provisions that apply to FMLA leave taken in connection with the Birth, Adoption or Placement of a Foster Child also apply to CFRA leave taken for this purpose. '

Certification: The certification requirements set forth in the Company's FMLA leave policy generally will also apply to CFRA leave taken under this policy. '

Salary and Benefits on Leave: Like FMLA leave, CFRA leave generally is unpaid. However, if you take leave for your own serious health condition (other than for a pregnancy-disability, which is addressed below), you are required to use accrued sick time and may use accrued vacation while you are on leave and not entitled to benefits from the State or Company Short-Term Disability Plans, to the extent authorized by law. If your leave is to bond with a child or to care for a family member with a serious health condition, you are required to substitute accrued vacation time and you may choose to substitute accrued sick time, during your leave.

If your leave is in connection with your own serious health condition, you must apply for State Disability Insurance (SDI). If you take a family care leave, you must apply for Paid Family Leave (PFL) benefits. Pursuant to Company policy, you must use up to two weeks of any accrued vacation time before you will be eligible to receive PFL. SDI and PFL benefits are administered by the California Employment Development Department. All Company-paid benefits may be integrated with any SDI and or PFL benefits that you receive or for which you are eligible.

During your CFRA, our benefits eligibility generally will be the same as is outlined for a leave taken under the FMLA.

Intermittent Leave: CFRA leave generally can be taken on an intermittent or reduced leave schedule when medically necessary. Where leave is taken because of the birth, adoption or placement of a child for foster care, you must take such leave within the 12 months proceeding the birth, adoption or placement of the child and such leave must be taken in increments of at least two weeks, except that leave of less than two weeks may be taken on any two occasions within the 12 months proceeding the birth, adoption or placement of the child..

Returning From Leave: If your approved CFRA leave does not exceed 12 workweeks, in accordance with applicable law, when you are able to return to work, you will be returned to your former position, unless your former position no longer exists due to business reasons unrelated to your leave, or if preserving your former position would substantially undermine the Company's ability to operate safely and efficiently. In either of these circumstances, you will be reinstated to a comparable position, if one is available. Unless you are otherwise legally entitled to additional leave (such as a possible leave extension as a reasonable accommodation for a qualified disabled individual), if your leave exceeds the maximum allowed by law, your employment will cease. However, once you are able to return to work, you may apply for open positions for which you qualify. It is your responsibility to report to work at the end of the approved leave. If you accept other employment or fail to return to work following the expiration of your leave, the Company will consider you to have resigned.

Other Information: The other terms and conditions of your CFRA leave are generally the same as those for leave taken under the FMLA. This includes the requirement that you provide advance notice and submit proper documentation of your request, (the exception being for key employees), and the requirement that you provide a release to return to work.

3. California Pregnancy-Related Disability Leave

Pregnancy-related disability leaves of absence are made available to California employees in accordance with the terms of the California Fair Employment and Housing Act (FEHA). You may request a pregnancy-related disability leave if you are medically disabled due to pregnancy, childbirth, or a related medical condition. The maximum pregnancy-related disability leave available is 4 months, while you are considered disabled, in connection with any one pregnancy.

Eligibility: Any employee, without regard to length of service, is eligible for a pregnancy-related disability leave. If you are also eligible for FMLA leave under the Company's Family Care Leave and Medical Leave Policy, your pregnancy-related disability leave will run concurrently with any leave available under the FMLA.

Certification: If you require a leave of absence, first inform your supervisor, and then request from your Human Resources representative the necessary paperwork. Before your leave is approved, you will be required to provide medical certification of a pregnancy-related disability giving rise to a request for a leave of absence. The medical certification should state the date that the disability began and its probable duration, as well as any need for an accommodation because of your pregnancy-related disability.

If you are absent from work without having provided any required certification in accordance with this policy, the absence will be unauthorized. Pursuant to the Company's Attendance policy, an unauthorized absence is considered to be a voluntary resignation from employment.

Salary and Benefits: Pregnancy-related disability leave generally is unpaid. You will be required to use your unused accrued paid sick time, if any, during any unpaid portion of your leave. You also may use your unused accrued vacation days, if any, while you are on leave. You may also be entitled to short term disability (STD) benefits under the Company's STD Plan. Moreover, you must apply for State Disability Insurance (SDI). All Company-paid benefits will be integrated with any SDI which you may receive or for which you are eligible.

If you are regularly scheduled to work more than 30 hours per week and become disabled by pregnancy, the Company will pay you the difference between any state and/or group insurance income replacement benefit for your regularly scheduled hours for up to ten (10) days of your pregnancy-related disability leave. This paid time off will run concurrently with any unpaid pregnancy disability otherwise available to you.

During your approved leave, the Company will continue to make those health benefit contributions, if any, that it was making on your behalf before your leave began. You must continue to pay your portion of the premium.

During your California Pregnancy-Related Disability Leave, the effect of your leave on your benefits generally will be the same as those outlined for a leave taken under the FMLA.

Returning to Work: If your approved pregnancy-related disability leave does not exceed 4 months, in accordance with applicable law, when you are able to return to work, you will be returned to your former position, unless your former position no longer exists due to business reasons unrelated to your pregnancy leave, or preserving your former position would substantially undermine the Company's ability to operate safely and efficiently. In either of these circumstances, you will be reinstated to a comparable position, if one is available. Unless you are otherwise legally entitled to additional leave, if your leave exceeds the maximum allowed by law, your employment will cease. However, once you are able to return to work, you may apply for open positions for which you qualify. It is your responsibility to report to work at the end of the approved leave. If you accept other employment or fail to return to work following the expiration of your leave, the Company will consider you to have resigned.

In accordance with California law, after your child is born, you may also be separately entitled to take a family care leave of absence. Please refer to the Company's California Family and Medical Leave Policy and contact your Human Resources representative for more information concerning such leaves.

4. Massachusetts Parental Leave

The Company will provide Massachusetts Parental Leave to eligible Massachusetts employees in accordance with Chapter 149 of the Massachusetts General Laws. Depending upon the circumstances, this Massachusetts Parental Leave may provide you with unpaid time off in addition to leave to which you might be entitled under the federal Family and Medical Leave Act (FMLA).

Eligible Employees: You are eligible to take Massachusetts Parental Leave if: (1) you have worked full-time for the Company for at least 3 continuous months; and (2) you give the Company at least two weeks notice of your anticipated date of departure and intention to return.

Purpose of Leave: You may take Massachusetts Parental Leave to prepare for or participate in the birth or adoption of a child, or to care for your newly born or adopted child. Massachusetts Parental Leave is available at the time of the birth or adoption, but not substantially earlier or substantially later.

You may take 8 weeks of Massachusetts Parental Leave for each birth or adoption of a child. Massachusetts Parental Leave can be taken on an intermittent or reduced leave schedule.

Massachusetts Parental Leave typically runs concurrently with any leave to which you might be entitled under the FMLA. For example, if you are eligible to take leave under both the FMLA and under this Massachusetts Parental Leave Policy, the time you take off for parental leave will count against the total leave you have available under both policies.

It is possible, however, that you may be eligible to take parental leave under this Policy, but be ineligible to take such parental leave under the FMLA. This could happen, for example, if you have already taken your full 12 weeks of FMLA leave for purposes other than parental leave (for example, to care for a seriously ill spouse or for your own serious health condition unrelated to pregnancy). In that event, you may be entitled to take your full 8 weeks of Massachusetts Parental Leave under this Policy, in addition to whatever leave you have previously taken under the FMLA.

Salary and Benefits On Leave: Massachusetts Parental Leave generally is unpaid. However, you may choose to substitute accrued sick and/or vacation during your leave. If you are regularly scheduled to work more than 30 hours per week and become disabled by pregnancy, the Company will pay you the difference between any state and/or group insurance income replacement benefit for your regularly scheduled hours for up to ten (10) days of your pregnancy-related disability leave. This paid time off will run concurrently with any unpaid pregnancy disability or family care and medical leave otherwise available to the employee.

During your Massachusetts Parental Leave, the effect of your leave on your benefits will be the same as those outlined for a leave taken under the FMLA.

Returning From Leave: If your approved Massachusetts Parental Leave does not exceed 8 weeks, in accordance with applicable law, when you are able to return to work, you will be returned to your previous or similar position unless persons in your previous or similar position have been laid off due to economic conditions or other changes in operating conditions that affected employment during your leave. You shall retain any preferential condition for another position to which you were entitled to as of the date of your leave.

Unless you are otherwise legally entitled to additional leave, if your leave exceeds the maximum allowed by law, your employment will cease. However, once you are able to return to work, you may apply for open positions for which you qualify. It is your responsibility to report to work at the end of the approved leave. If you accept other employment or fail to return to work following the expiration of your leave, the Company will consider you to have resigned.

Other Information: The other terms and conditions of your Massachusetts Parental Leave are generally the same as those for leave taken under the FMLA. However, you will not be required to provide certification of your need for leave.

5. New Jersey Family Care Leave

The Company will provide Family Care Leave to eligible New Jersey employees in accordance with the New Jersey Family Leave Act. Depending upon your circumstances, this New Jersey Family Care Leave may provide you with unpaid time off in addition to leave to which you might be entitled under the federal Family and Medical Leave Act (FMLA).

Eligible Employees: All New Jersey employees who have worked at least 12 months for the Company and worked at least 1,000 hours during the 12 months immediately prior to the leave are eligible to take New Jersey Family Care Leave.

Purpose of Leave: An eligible employee may take a New Jersey Family Care Leave for any of the following reasons:

- Because of the birth of a child of the employee;
- Because of the placement for adoption of a child with the employee; or
- To care for your spouse, partner in a civil union couple, child or parent who has a serious health condition.

New Jersey Family Care Leave is not available for your own serious health condition. The maximum length of New Jersey Family Care Leave is 12 weeks within the two-year period immediately preceding the leave.

New Jersey Family Care Leave may run concurrently with any leave to which you might be entitled under the FMLA. For example, if you are eligible to take leave under both the FMLA and under this New Jersey Family Care Leave Policy, the time you take off for family leave will count against the total leave you have available under both policies.

It is possible, however, that you may be eligible to take family leave under this Policy, but be ineligible to take such family leave under the FMLA. This could happen, for example, if you have already taken your full 12 weeks of FMLA leave for purposes other than family leave (specifically, to care for your own serious health condition). In that event, you may be entitled to take your full 12 weeks of New Jersey Family Care Leave under this Policy, in addition to whatever leave you have previously taken under the FMLA.

Notice and Certification: If your need for leave under this Policy is foreseeable, you must provide the Company with prior notice that is reasonable and practicable.

Before your leave based upon an expected birth or placement of a child is approved, you will be required to provide medical certification of the serious health condition or certification of the birth or placement of the child. If you fail to communicate or cooperate with the Company in

obtaining the requested certification in accordance with this policy, your absence may be unauthorized.

When you take a leave of absence to care for your family member with a serious health condition, the Company may require, at its own expense, that your family member obtain an opinion regarding the serious health condition from a second health care provider designated or approved by, but not employed on a regular basis by, the Company. If the second opinion conflicts with the information contained in the medical certification you have provided, the Company may require, at its own expense, that your family member obtain the opinion of a third health care provider designated or approved jointly by you and the Company concerning the serious health condition. The opinion of the third health care provider will be considered to be final and binding.

Pursuant to Company policy, an unauthorized absence may be considered to be a voluntary resignation from employment.

Salary and Benefits on Leave: New Jersey Family Care Leave generally is unpaid. However, you must substitute accrued sick time and/or vacation for any otherwise unpaid leave. You also may be eligible for up to six weeks of paid Family Leave Insurance benefits (FLI) through the State of New Jersey. Employees must use two weeks of accrued vacation, sick or floating holiday benefits before they are eligible to receive FLI benefits. All Company-paid benefits may be integrated with any FLI benefits that you may receive or for which you may be eligible. During your New Jersey Family Care Leave, the effect of your leave on your benefits generally will be the same as those outlined for a leave taken under the FMLA.

Intermittent Leave: New Jersey Family Care Leave generally can be taken on an intermittent or reduced leave schedule. However, leave for the birth or adoption of a healthy child may not be taken intermittently or on a reduced leave schedule unless agreed upon by the Company and the affected employee.

Exception for Key Employees: Highly compensated, salaried employees (i.e., the highest paid 5% of employees or the seven highest paid employees, whichever is larger) may not be restored to employment following New Jersey Family and Medical Leave if the result would cause the Company substantial and grievous economic injury. This fact-specific determination will be made by the Company on a case-by-case basis. The Company will notify you if you qualify as a "key employee" and if the Company intends to deny reinstatement. The Company will further notify you of your rights in that event.

Other Information: The other terms and conditions of your New Jersey Family Care Leave are generally the same as those for leave taken under the FMLA. This includes your rights and obligations with respect to your returning from leave. If you accept a new, full-time position while you are on leave, the Company will consider you to have resigned. In addition, if you accept other employment or fail to return to work following the expiration of your leave, the Company will consider you to have resigned.

B. COMPANY MEDICAL LEAVE OF ABSENCE

An employee who not eligible for medical leave under the Company's FMLA Leave policy, may be eligible for leave of absence under this policy, if the employee is medically unable to work and has completed ninety (90) days of continuous employment with the Company. Leaves under this policy are granted at the discretion of the Company and are unpaid. An employee seeking leave under this policy must give notice of the need for leave as soon as possible. Requests for leaves for elective surgery should be submitted at least thirty (30) days in advance. Medical leave requests under this policy must include a doctor's certification providing the date upon which the medical condition began or will begin, the length of time you will be unable to work and the expected date of return. Additional information may also be required in order to approve the leave request. Unless otherwise required by law, your job may be filled, in the Company's discretion, while you are on medical leave pursuant to this policy. Unless otherwise required by law, intermittent and reduced schedule leave are not provided under this policy.

For medical leaves taken pursuant to this policy, you must use any accrued paid time off, including vacation and paid sick time for any time during which you are not receiving income replacement benefits, i.e. disability benefits. If you reside in a state with state disability insurance benefits (CA, NY, NJ, RI & HI), the Company encourages you to contact the Employment Development Department or other agency in your state regarding your eligibility for such benefits during any unpaid portion of your leave. During a medical leave pursuant to this policy, you must pay your portion of any health plan premiums on the first day of each month in order to continue participation in the health plans. You will not accrue vacation, paid sick time, holiday pay or other benefits based on length of service during your unpaid leave pursuant to this policy. However, you will not lose seniority accrued prior to your leave.

Leaves may be taken pursuant to this policy for a period of up to four (4) weeks and may be extended for up to a maximum of twelve (12) weeks in any rolling twelve (12) month period, upon your written request to the Company, with proof of continued inability to work due to your medical condition. You may be required to submit a doctor's certificate to Human Resources every thirty (30) days during your medical leave under this policy. You must return the completed certification form within fifteen (15) days after it is requested. If you fail to do so, the Company may delay the commencement of your leave or deny your leave request. Moreover, if you are absent from work without having provided the certification in accordance with this policy, the absence will be unauthorized. Pursuant to Company policy, an unauthorized absence may be considered to be a voluntary resignation from employment.

When you are able to return to work, you should give the Company at least two (2) weeks notice by mailing to Human Resources a doctor's certificate stating that you will be physically able to return to your essential duties with or without reasonable accommodation. If your job has been filled, eliminated, or no comparable job exists, you may, in the Company's discretion, be placed in an existing job for which you are qualified.

In the event you do not return to work upon the expiration of your leave taken pursuant to this policy, or you do not notify the Company when you are able and available to return to work, you will be deemed to have voluntarily terminated your employment with the Company.

The taking of another job while on authorized leave pursuant to this policy will be grounds for immediate termination.

Your vesting in the Company Stock Incentive Plan will continue while on an approved medical leave of absence for a maximum of 90 days.

The maximum combined medical leave under this policy and the Company's FMLA Policy is twelve (12) weeks in any rolling twelve (12) month period.

C. DISABILITY LEAVE

If you are disabled within the meaning of the Americans with Disabilities Act, or comparable state law, and you have exhausted available leave, or are otherwise not eligible to take, leave, under the Company's Statutory Family and Medical Leaves of Absence and Company Medical Leave policies, you may be eligible to take time off as a reasonable accommodation. Your eligibility for any such time off will be determined on a case-by-case basis, in accordance with applicable law.

D. CALIFORNIA ORGAN AND BONE MARROW DONATION LEAVE

A California employee may take a paid leave of absence of up to thirty (30) business days in any one-year period to donate an organ to another person. An employee who takes leave under this policy must use any accrued but unused vacation time during the first two weeks of leave. An employee may take a paid leave of absence of up to five (5) business days in any one-year period to donate bone marrow to another person. The employee must use any accrued but unused vacation time during the five days of leave.

The one-year period is measured from the date the employee's leave begins and consists of 12 consecutive months.

To be eligible for leave under this policy, the employee must provide a written verification to the Company stating that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation. Leave taken under this policy shall not be count against an employee's entitlement to leave under the federal Family and Medical Leave Act or the California Family Rights Act.

Any absence covered by this policy shall not be treated as a break in service for any purpose and an employee taking leave under this policy shall continue to accrue vacation and benefits during the leave of absence. The Company will maintain the employee's health coverage on the same terms and conditions that would exist if the employee had not taken leave.

Leave provided under this policy may be taken in one or more periods. Provided that his or her leave does not exceed the maximum provided under this policy, upon expiration the leave, an employee shall be returned to the position held by him or her when the leave began or to a position with equivalent seniority, status, employee benefits, pay, and other terms and conditions of employment.

E. PERSONAL LEAVE

Personal leaves of absence without pay may be granted to employees who have completed at least ninety (90) days of continuous service.

A written request for a personal leave of absence must be presented to your supervisor and approved by your Human Resources representative at least two (2) weeks if practicable, before the leave is to begin. Your request will be considered on the basis of the reason given, our business requirements and your total performance record.

The leave of absence, when granted, will be for a period of up to thirty (30) days. Under unusual circumstances an extension of a personal leave of absence may be granted for a like period if a written request is submitted and approved in writing by Human Resources prior to the expiration of your leave.

During your approved personal leave, you must continue to make the benefit payments that you were making before your leave began, monthly or in accordance with your normal payroll schedule. You have a minimum 30-day grace period in which to make premium payments. If timely payment is not made, your insurance will be cancelled, provided we notify you in writing at least 15 days before the date your participation in the Company's insurance plans will lapse.

You will be required to use your unused accrued vacation days, if any, while you are on leave. You may elect to use your unused earned sick days, if applicable. If a holiday falls within the period you are on personal leave, you will not receive holiday pay.

For California employees taking approved personal leaves to care for an ill family member or to bond with a baby, you may have an entitlement to paid benefits through the Paid Family Leave program administered by the California Employment Development Department. For New Jersey employees taking approved personal leave to care for an ill family member or to bond with a newborn or newly adopted child, you may be eligible to receive paid Family Leave Insurance benefits administered by the State of New Jersey.

If you have been granted a personal leave of absence, you may not accept other work during such leave without prior written approval of Human Resources.

Failure to return to work upon the expiration of your leave will be deemed a voluntary resignation of your employment with the Company. If your leave is for fewer than thirty (30) days, the Company will attempt to return you to your former position or to place you in a comparable job. If your leave exceeds thirty (30) days or your job has been filled, eliminated, or no comparable job exists, you may, in the Company's discretion, be placed in an existing job for which you are qualified.

F. REHABILITATION LEAVE

The Company is committed to providing assistance to our employees to overcome substance abuse problems. The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol and/or drug rehabilitation program. This accommodation may include time off without pay and/or an adjusted work schedule, provided

the accommodation does not impose an undue hardship on the Company. You may also use accumulated paid sick time for this purpose.

You should notify your supervisor if you need such accommodation. The Company will take reasonable steps to safeguard your privacy with respect to the fact that you are enrolled in an alcohol or drug rehabilitation program.

G. TIME OFF FOR VOTING

In the event an employee does not have three (3) consecutive hours between the opening of the polls and the beginning of his or her work shift or between the end of his or her work shift and the closing of the polls to vote in a primary or general election held in the state, the employee may take up to three (3) hours of working time off with pay to vote. This time should be taken at the beginning or end of the regular work shift. Your supervisor should be notified of your need to take time off to vote prior to the day of the election.

H. TIME OFF FOR SCHOOL CHILDREN

Parents, guardians or grandparents who have custody of school children from Kindergarten through Grade 12 are provided up to 40 hours of unpaid time off to participate in school activities. The Company may require proof that the employee participated in the school activity. Employees may use accrued vacation time or take unpaid time off for this purpose. Reasonable advance notice must be given to the employee's immediate supervisor or manager before taking any time off for school activities. Parents or guardians of school children who have been suspended may also take time off without pay to appear at the child's school pursuant to a request from the school.

I. MILITARY LEAVE

If you are called to active duty in the U.S. military or public health service, or State National Guard, you are eligible for military leave in accordance with applicable state and federal law. Generally, military leave is unpaid. Present your immediate supervisor with a copy of your service papers as soon as you receive them.

During your absence, your length of service will continue to accumulate, and your benefits will continue as required by applicable law. Upon application within the appropriate time period after your date of discharge from military service, you will be reinstated at the then-current rate of pay and benefits for your position.

If you are required to attend annual National Guard or reserves duty, you may apply for a temporary military leave not to exceed seventeen (17) days per year (including travel). Generally, such leave is unpaid. However, if you prefer, you may use vacation time for this purpose. You should give your immediate supervisor as much advance notice as possible so that the Company can arrange proper coverage while you are away.

J. FAMILY MILITARY LEAVE

Time off may be granted for family members of deployed military personnel in the following circumstances:

California

Military Spouse Leave: You may be eligible for up to ten (10) days of unpaid time off if your spouse is on leave from being deployed during a military conflict. To be eligible for time off under this policy:

- You must work at least twenty (20) hours on average per week;
- You must have a spouse in the U.S. military who is on leave from active deployment during a period of military conflict;
- You must notify the Company of your intent to take time off within two (2) days of receiving official notice about your spouse's leave; and
- You must submit documentation to certify that your spouse will be on leave from deployment at the time you will be taking time off from work.

To the extent permitted by law, leave taken under this policy may also count towards your leave entitlement for these purposes made available to you under the FMLA.

Illinois

Leave for Spouses or Parents of those Serving in the Military: You may be eligible for up to thirty (30) days of unpaid time off if your spouse or child is called to military service. To be eligible for time off under this policy:

- You must have been an employee of the Company for at least twelve (12) months, and you must have worked at least 1,250 hours in the twelve (12) months before the date that your time off is scheduled to begin;
- You must be the spouse or parent of a person called to military service that lasts longer than 30 days with the State or the United States;
- You must have exhausted all paid vacation, personal leave, or any other leave, except for sick or medical leave; and
- You must notify the Company at least fourteen (14) days in advance if you plan to take off five or more consecutive work days. If you plan to take off less than five consecutive work days, you must notify the Company as soon as is practicable.
- The Company may require certification from the proper military authority to verify your eligibility for the time off requested.

To the extent permitted by law, leave taken under this policy may also count towards your leave entitlement for these purposes made available to you under the FMLA.

Indiana

Leave for Spouses or Family Members of those Serving in the Military: You may be eligible for up to ten (10) days of unpaid time off if you are the spouse or family member of a person who is ordered to active military duty. To be eligible for time off under this policy:

- You must have been an employee of the Company for at least twelve months prior to the date that your time off is scheduled to begin, and you must have worked at least 1,500 hours during those twelve months;
- You must be the spouse, parent, grandparent, or sibling of a person who is ordered to active duty. "Active duty" means full-time service in the Armed Forces or National Guard for a period that exceeds 89 consecutive calendar days;
- You must take the time off during one or more of the following periods: (i) the thirty (30) days before active duty orders are in effect; (ii) the thirty (30) days following the termination of a person's active duty; and/or (iii) while the person is still on active duty but is on leave;
- You must provide written notice to the Company at least thirty (30) days before the date you are requesting your time off to begin, unless the active duty orders are issued less than thirty (30) days before the requested time off;
- You must provide a copy of the active duty orders, if available. In addition, the Company may require certification from the proper military authority to verify your eligibility for the time off requested; and
- The Company may require you to use any earned paid vacation leave, personal leave, or other paid leave, except for paid medical or sick leave, available to you for leave provided for any part of the ten (10) day military leave period.

To the extent permitted by law, leave taken under this policy may also count towards your leave entitlement for these purposes made available to you under the FMLA.

Maine

Leave for Spouses, Parents or Domestic Partners of those Serving in the Military: You may be eligible for up to fifteen (15) days of unpaid time off, per deployment, if your spouse, domestic partner or parent is deployed for military service. To be eligible for time off under this policy:

- You must have been an employee of the Company for at least twelve (12) months, and you must have worked at least 1,250 hours in the twelve (12) months before the date that your time off is scheduled to begin;
- You must be the spouse, domestic partner, or parent of a person who is a resident of Maine and is deployed for military service with the State or the United States for a period lasting longer than 180 days;
- You must take the time off during one or more of the following time periods: (i) the fifteen (15) days immediately prior to deployment; (ii) deployment, if the military member is granted leave; or (iii) the fifteen (15) days immediately following the period of deployment;

- You must notify the Company at least fourteen (14) days in advance if you plan to take off five (5) or more consecutive work days. If you plan to take off less than five consecutive work days, you must notify the Company as soon as is practicable; and
- The Company may require certification from the proper military authority to verify your eligibility for the family military leave being requested.

To the extent permitted by law, leave taken under this policy may also count towards your leave entitlement for these purposes made available to you under the FMLA.

Minnesota

Leave for Family Members of those Injured or Killed in Military Service: You may be eligible for up to ten (10) days of unpaid time off if an immediate family member has been injured or killed in active military service. To be eligible for time off under this policy, you must be a parent, child, grandparent, sibling, or spouse of a person who was injured or killed while engaged in active military service.

To request time off under this policy, you must notify the Company of your intent to take leave as far in advance as is practicable. The Company may require you to use accrued bereavement, vacation or other paid time off (excluding sick or medical leave) during your absence.

To the extent permitted by law, leave taken under this policy may also count towards your leave entitlement for these purposes made available to you under the FMLA.

Time Off to Attend Military Ceremonies: You may be eligible for up to one (1) calendar day of unpaid time off to attend a send-off or homecoming ceremony for a mobilized military service member. To be eligible for time off under this policy, you must be a grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiancé, or fiancée of a member of the United States armed forces who has been ordered into active service in support of a war or other national emergency. The Company may limit the amount of time off provided to the actual time necessary for the employee to attend a send-off or homecoming ceremony.

To the extent permitted by law, leave taken under this policy may also count towards your leave entitlement for these purposes made available to you under the FMLA.

Nebraska

Leave for Spouses or Parents of those Serving in the Military: You may be eligible for up to thirty (30) days of unpaid time off if your spouse or child is called to military service. To be eligible for time off under this policy:

- You must have been an employee of the Company for at least twelve (12) months, and you must have worked at least 1,250 hours in the twelve (12) months before the date that your time off is scheduled to begin;
- You must be the spouse or parent of a person who is called to military service with the State or the United States for a period lasting 179 days or longer;

- You must notify the Company at least fourteen (14) days in advance if you plan to take off five or more consecutive work days. If you plan to take off less than five consecutive work days, you must notify the Company as soon as is practicable.
- The Company may require certification from the proper military authority to verify your eligibility for the family military leave being requested.

To the extent permitted by law, leave taken under this policy may also count towards your leave entitlement for these purposes made available to you under the FMLA.

New York

Military Spouse Leave: You may be eligible for up to ten (10) days of unpaid time off if your spouse is on leave from being deployed during a military conflict. To be eligible for time off under this policy you must work an average of at least 20 hours per week and you must have a spouse in the U.S. armed forces, National Guard or Reserves who is on leave from deployment to a combat zone during a period of military conflict. To the extent permitted by law, leave taken under this policy may also count towards your leave entitlement for these purposes made available to you under the FMLA.

K. BEREAVEMENT LEAVE

We know that the death of a family member is a time when you will want to be with your family. Should you lose a member of your immediate family, you will be allowed time off to help you attend to your obligations and commitments. Reasonable time off without pay will be granted by your supervisor as the location of the funeral and closeness of the relationship dictates. Regular full-time employees who have completed at least ninety (90) days of continuous employment will be given paid time off for three (3) days if the funeral is within the state and five (5) days if the funeral is outside the state. Introductory and part-time employees will not receive paid bereavement leave.

Immediate family includes spouse or domestic partner, child, parent, sister or brother and grandparents, mother-in-law and father-in-law, stepparents and stepchild.

Employees on vacation or on leave of absence are not entitled to funeral leave. We may require verification of death.

L. JURY DUTY LEAVE

The Company believes it is your civic duty to serve on a jury panel. For this reason, you will be granted a temporary leave of absence if you are called for jury duty. Jury duty leave will be paid for up to ten (10) days during jury service.

You must present your jury summons to your supervisor as soon as you receive it. Of course, you are expected to report for work during hours or days that your presence is not required on the jury panel.

M. TIME OFF TO APPEAR IN COURT AS A WITNESS

If you are subpoenaed or otherwise subject to a court order requiring you to appear in court as a witness in any judicial proceeding, the company will permit you to take unpaid time off to appear in court. You must notify your supervisor upon receipt of a subpoena or court order and give reasonable advance notice of your intention to take time off. You may use accrued vacation in order to receive pay for this period.

In accordance with applicable state law, you will not be discharged, threatened with discharge, demoted, suspended or in any other manner discriminated or retaliated against in the terms and conditions of employment for taking time off to appear as a witness in court pursuant to a subpoena or court order.

N. TIME OFF FOR CRIME VICTIMS

California employees who are the victims of a crime that is a "serious felony" (as defined by California law), the immediate family member (defined as a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather) of a victim of such a crime, a registered domestic partner of a victim of such a crime, or the child of a registered domestic partner of a victim of such a crime may be eligible for an unpaid leave of absence in order to attend judicial proceedings related to that crime.

In order to be granted an approved leave of absence under this policy, unless not feasible due to extenuating circumstances, you must provide notice and documentation of the judicial proceedings to the company within a reasonable time prior to commencing your leave. Evidence of the judicial proceedings must be in the form of documentation from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the office that is advocating on behalf of the victim.

In accordance with applicable state law, you will not be retaliated against for taking time off pursuant to this policy.

O. TIME OFF FOR VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT TO APPEAR IN COURT OR TO OBTAIN RELIEF

A California employee who is the victim of domestic violence or sexual assault will be permitted to take the time off necessary to obtain relief, such as a temporary restraining order, restraining order, or other injunctive relief, to help ensure the employee's health, safety or welfare or that of the employee's children.

An absence to obtain relief from domestic violence or sexual assault will be granted on an unpaid basis. You may use accrued vacation in order to receive pay for such absence.

You must give your supervisor reasonable advance notice of your intention to take time off. If advance notice is not feasible, within a reasonable time after your absence, you must provide a certification in the form of any of the following:

- A police report indicating that you are a victim of domestic violence or sexual assault;
- A court order protecting or separating you from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or
- Documentation from a medical professional; domestic violence advocate or advocate for victims of sexual assault; health care provider; or counselor that you are undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

In accordance with applicable state law, you will not be discharged, threatened with discharge, demoted, suspended or in any other manner discriminated or retaliated against in the terms and conditions of employment for taking time off to obtain relief from domestic violence or sexual assault.

P. TIME OFF TO PERFORM EMERGENCY DUTY AS A VOLUNTEER FIREFIGHTER, RESERVE PEACE OFFICER, OR EMERGENCY RESCUE PERSONNEL

If you are a California employee and require time off to perform emergency duty as a volunteer firefighter, a reserve peace officer or emergency rescue personnel, the company will permit you to take the necessary time off.

If you are a volunteer firefighter, you also are entitled to a temporary leave of absence, not to exceed an aggregate of fourteen (14) days per calendar year, for the purpose of engaging in firefighting or law enforcement training.

Absences to perform emergency duty or to engage in firefighting or law enforcement training will be granted on an unpaid basis. You may use accrued vacation in order to receive pay for such absences.

You must give your supervisor reasonable advance notice of your intention to take time off, if possible.

In accordance with applicable state law, you will not be discharged, threatened with discharge, demoted, suspended or in any other manner discriminated or retaliated against in the terms and conditions of employment for taking time off to perform emergency duty or to engage in firefighting or law enforcement training.

IV. MISCELLANEOUS

A. SEARCHES OF COMPANY AND EMPLOYEE PROPERTY

To protect employees and the Company from theft, and to enforce the Company's policy prohibiting other misconduct including the possession or use of drugs, weapons and stolen property, the Company reserves the right to search employees and their personal property vehicles, clothing, packages, purses, brief cases, lunch boxes, or other containers brought onto

the Company premises when there is reason to believe that a Company policy is being violated. Employees are expected to cooperate in the conduct of such searches.

The Company provides property to employees for their use (i.e., Company desks, file cabinets, computers, etc.). Searches of Company facilities and property, including Company property in the possession of the employee, may be conducted at any time and do not have to be based upon reason to believe that a Company policy is being violated. Employees may not withhold permission for the Company to search the Company supplied property including desks and computers.

B. COMPANY SYSTEMS

The Company maintains voice mail, e-mail and computer systems to facilitate business communications. In addition, the Company may provide employees with access to or use of electronic equipment to access its systems, such as computers, cell phones or other electronic communication devices. Company's systems and electronic equipment and any documents, files, data, information or messages created, sent, received or stored on or deleted from its systems and/or electronic equipment are, and at all times remain, the property of Company.

Employees have no privacy, and should have no expectation of privacy, when using the Company's systems or electronic equipment. The Company reserves the right to retrieve and review any documents, files, data, information or messages created, sent, received or stored on, or deleted from, its system and/or electronic equipment and also reserves the right to monitor its systems and electronic equipment for any reason. While Company's systems and electronic equipment may permit the use of passwords for security, this is not intended to confer any expectation of privacy with respect to Company's access to its systems or electronic equipment.

Company's systems and electronic equipment, including when used to access the Internet, always must be used in a professional manner and not in any way that may be disruptive or offensive to others. All systems and electronic equipment must be used in conformance with Company's policies and practices, including its Equal Employment Opportunity Policy, and all applicable laws. Employees must always ensure that information contained in messages or other communications sent from Company systems or electronic equipment is accurate, appropriate, ethical and lawful. Examples of inappropriate use include, but are not limited to: sending threatening voicemail or e-mail messages; sending voicemails or e-mails containing sexual or derogatory comments or other content in violation of Company's Equal Employment Opportunity Policy; unauthorized downloading of copyrighted materials; and accessing websites containing pornographic content.

Although Company's systems and electronic equipment are provided for business use, incidental personal use is permitted provided that any such use conforms to this policy and does not interfere with or detract in any way from the employee's performance of her or his job duties.

Any violation of this policy is grounds for disciplinary action up to and including termination.

C. SIGNING AUTHORITY

Signing authority rests only with the Chief Executive Officer and his designees.

D. OWNERSHIP

Everything, including discoveries and inventions, created by an employee in the course and scope of employment or that relate in any manner to the business of the Company or the future business of the Company, and which are conceived or made by you (either alone or with others) during your employment with the Company, will be the sole property of the Company in accordance with the Employee Confidentiality Agreement.

E. COMPANY INFORMATION

All information provided to or generated by employees or consultants in connection with any Company project is the property of the Company and will be protected by the Company as confidential information and/or a trade secret. Confidential or trade secret information is defined as all items, materials, and information (whether or not reduced to writing and whether or not patentable or copyrightable) which belongs to the Company and which is related to the present or future business of the Company and which is kept confidential and secret by the Company. Confidential information includes, but is not limited to: trade secrets; financial and pricing information relating to purchasing; data or statements; the existence and contents of contracts; existing and future business plans; marketing plans and strategies; vendor or supplier lists; customer lists and requirements; computer data; employee information; and business know-how. The failure to designate particular information as confidential and/or proprietary shall not preclude any later claim by the Company that such information is confidential and proprietary. This includes information generated outside the Company premises if the information is part of the Company's business activities. The Company reserves the right to enter an employee's computer files, disk drives, electronic mail, and other forms of information without the employee's permission if there is business need to do so. Employees are required to assist the Company in the retrieval of information that may be needed for business activities.

F. PERSONAL BELONGINGS

The Company will not be responsible or liable for any personal property of an individual that is lost, stolen or damaged. The responsibility for safeguarding, replacing or repairing personal property lost, stolen or damaged while on the Company premises or in a Company-owned vehicle is that of the employee. Consequently, we encourage employees not to bring personal property to work.

G. BULLETIN BOARDS

Important Company notices and items of general interest are continually posted on our bulletin boards. Please review them frequently to keep up with current activities. All materials posted on Company bulletin boards must be pre-approved by Human Resources and/or Company Management. No employee is permitted to post or remove any material from the bulletin boards.

H. VISITORS

For reasons such as the safety and security of our facilities, our employees, and the technical and confidential aspects of our business, visitors are not permitted to enter certain areas of the Company facilities without authorization. All visitors must enter through the main lobby and

sign in at the reception desk. Additionally, all visitors must be accompanied by a Company employee at all times.

If you see a person who may not have proper authorization to enter the restricted areas of the building, please notify your supervisor. Should friends or members of the family want to pay you a visit for some essential reason, they must wait in the public area until you have been notified.

I. PERSONAL VISITS, TELEPHONE CALLS AND MAIL

Please minimize personal visits and phone calls during work hours. Personal mail should be directed to your home and not to the Company.

J. EMPLOYMENT OF RELATIVES

For business reasons of supervision and morale, no relatives or significant others of current employees will be hired if such hiring would create a direct supervisory relationship with that relative. For purposes of this policy, "relative" means spouse, mother, father, children, sisters, brothers, mother and father in-law, cousins, aunts and uncles, grandparents and grandchildren. "Significant other" refers to domestic partner, or person who cohabitates with in an intimate relationship or is dating. Present employees who become related, for example, by virtue of marriage, to another present employee from the same department where a supervisory relationship develops will be permitted to continue their employment. However, the Company may transfer one of the related employees or employees who are involved with one another in an intimate relationship, or take other appropriate action to minimize problems of supervision and/or morale.

K. SOLICITATION AND DISTRIBUTION

We believe that employees should not be disturbed or disrupted in the performance of their job duties. For this reason, solicitation of any kind by one employee of another employee is prohibited while either person is on working time. Solicitation by non-employees on the Company premises is prohibited at all times.

Distribution of advertising material, handbills, or printed or written literature of any kind in working areas of the Company is prohibited. Distribution of literature by non-employees on the Company premises is prohibited at all times.

L. OFF-DUTY ACCESS

Employees are not permitted to enter the areas of our facilities which are not open to the general public at any time when they are not scheduled to work.

M. SAFETY

Your safety, and that of those who work with you, is one of our greatest concerns. With an alert safety attitude, you can help eliminate painful and costly accidents. You can help by:

- Keeping work areas clean and clear;
- Reporting hazards or unsafe conditions to your supervisor;
- Smoking ONLY in designated areas;
- Reporting all injuries, however minor, to your supervisor immediately;
- Walking and not running in all buildings;
- Keeping aisles clear;
- Never performing a job that you feel is unsafe. Report it to your supervisor immediately; and
- Using only ladders to climb on.

Your supervisor will inform you of any additional safety rules that apply to your particular job or work location.

N. AUTOMOBILE SAFETY

Move has established the following safety rules applicable whenever an employee operates a Company-owned or rented vehicle, or operates a personal vehicle while conducting Company business. Any employee driving under such circumstances must:

- Comply with all laws and regulations applicable to the operation of the vehicle in every jurisdiction where it is driven, including any restrictions noted on the employee's driver's license.
- Not drive a motorcycle, motor scooter or similar vehicles while conducting Company business.
- Have a valid driver's license in his or her immediate possession.
- Report immediately to his or her supervisor any suspension or revocation of his or her driver's license.
- Not operate the vehicle if his or her license has been suspended or revoked.
- Not be under the influence of alcohol or illegal drugs while operating the vehicle.
- Not operate the vehicle if he or she is under the influence of any over-the-counter or prescription medication that may impair the ability to safely operate the vehicle.
- Not operate the vehicle while dialing or speaking on a mobile telephone without pulling over out of traffic or using an appropriate hands free device.
- Not operate the vehicle while reviewing or drafting text message or emails.
- Not operate the vehicle without first inspecting it to determine that the vehicle is safe to operate. Such inspection will include a determination that the following are safe and operational:
 - brakes

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- lights
 - signals
 - wipers
 - tires
- Not operate the vehicle without wearing a seatbelt at all times and ensuring that passengers wear seatbelts.
 - Not operate the vehicle without securing any items that move during transport.
 - Immediately notify the police, his or her supervisor and the Director of Human Resources if involved in an accident.

Violation of any of these rules may result in disciplinary action, leading up to and including termination of employment.

Accident Reporting: In the event of an accident, notify the Director Human Resources in Corporate Human Resources immediately to report all details, including names, addresses, telephone numbers, registration numbers and insurance carriers of the drivers involved. A copy of the accident report should be requested.

If the accident results in injury, the employee should seek appropriate emergency treatment. Follow up treatment will be provided under the terms of the Company's workers' compensation program, if appropriate.

O. WORKPLACE VIOLENCE POLICY

We are strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to the Company property. We specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations and informing management accordingly.

Threats, threatening language, or any other acts of aggression or violence made toward or by any Company employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, attempts to intimidate or to instill fear in others, menacing gestures, bringing weapons to the workplace, stalking, or any other hostile, aggressive, injurious and/or destructive actions undertaken for the purpose of domination or intimidation.

All potentially dangerous situations, including threats by co-workers, should be reported immediately to the Vice President, Human Resources, or to any other member of management with whom you feel comfortable. Reports of threats may be made anonymously. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation or discipline as a result of reporting a threat in good faith under this policy.

If an investigation confirms that threat of a violent act or violence itself has occurred, the Company will take appropriate corrective action with regard to the offending employee.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our workplace. Indeed, we want to take every precaution to protect everyone from the threat of a violent act by an employee or anyone else. If you have any questions about this policy, please speak with your human resources representative.

P. ACCIDENTS ON COMPANY PREMISES

Any injury that occurs on Company premises to an employee or visitor must be reported immediately to your supervisor. For your own safety and the safety of others, please do not attempt to give medical aid to an injured visitor or employee. Seek the assistance of a supervisor. In addition, please remember that only the supervisor may answer questions about the Company's liability to injured visitors. Please direct those asking questions to a supervisor.

If an employee is injured on the job, he or she will usually be eligible for worker's compensation benefits. The Company carries workers' compensation insurance and will assist employees in obtaining all benefits to which they are legally entitled.

You may be treated by your own doctor for any job-related injury if you notify the Company in writing of the name of your personal physician before you are injured. Forms are available for this purpose. Your "personal physician" means a licensed physician or surgeon who has treated you in the past and who keeps your medical records. Otherwise, the Company will refer you to a local doctor if you need medical care. After 30 days from the date your injury is reported, you may see a doctor of your choice. At any time, you may request a one time change of physicians and the Company will honor that request 5 workdays after receiving it.

Q. SMOKING

The Company regulates smoking on the premises for health and safety reasons. Smoking is prohibited in all indoor locations on the Company property.

R. EMPLOYMENT VERIFICATION POLICY

All requests for references must be directed to the Human Resources Department. No other manager, supervisor or employee is authorized to release information about or provide references for current or former employees. In response to a request, with the written permission of the current or former employee, the Company will only confirm dates of employment, last positions held and salary information. No other information will be provided. A copy of any written employment verification provided to a prospective employer or other third party will be mailed to your last known address.

S. BUSINESS REIMBURSEMENT POLICY

The Company will reimburse employees for reasonable business expenses necessarily incurred in the course of their employment pursuant to state and federal law. Employees must obtain prior approval from their supervisor for any business expenditures. Any unauthorized and/or excessive expenditures will not be reimbursed by the Company. Proper documentation, including original receipts of expenditures is essential for accounting, fiscal responsibility and

tax purposes. Therefore, employees must maintain proper documentation for all reasonable business expenditures and promptly submit the documentation to the Company as directed by the Company's Travel and Expense Policy, which is available on the Company Intranet. Please refer to the Company's T&E policy for complete approval guidelines.

Controlling travel and entertainment costs is the responsibility of each employee. It is expected that good judgment will be exercised when authorizing the use of and/or when utilizing company funds. As travel is an inherent part of doing business, employees are hired with the expectation that they are willing to travel in accordance with these guidelines.

This policy covers Company employees as well as any individuals under contract with the Company who are eligible for expense reimbursement from the Company. The CEO of the Company must approve any policy changes.

The Company policy with regard to reimbursement for business expenses is set forth on the Company Intranet, which may change from time to time.

T. PROFESSIONAL CONDUCT AT THE CUSTOMER SITE

Traveling staff are expected to demonstrate professional conduct and sound judgment. It is essential that traveling staff be well rested, enthusiastic, and prepared each day. Employees should avoid personal engagements that are not business-related. Personal gifts should not be accepted in accordance with Move's Code of Conduct and Business Ethics.

U. SEPARATION FROM EMPLOYMENT

Any Company property issued to you, such as keys, identification badge, samples, tools, computers, uniforms, documents, etc. must be returned to the Company when your employment with the Company ends or whenever it is requested by your supervisor or a member of management.

Every employee is free to terminate his or her employment at any time, for any reason, with or without cause and with or without notice. Likewise, the Company is free to terminate an employee's employment at any time, for any reason, with or without cause and with or without notice. We anticipate that your association with the Company will be pleasant. However, should you find it necessary to leave us, we ask that you provide your supervisor with as much advance notice of your departure as you can. Your professionalism will be appreciated.

V. A FEW CLOSING WORDS

This handbook is intended to give you a broad summary of things to know about the Company. The information in this handbook is general in nature and, should questions arise, your supervisor should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, the Company may always modify or vary from the matters set forth in this handbook at its discretion, except for the right of the parties to terminate employment at will which may only be modified by an express written agreement signed by both parties. Please do not hesitate to speak to your supervisor or a member of the Human Resources team if you have any questions. Again, welcome to Move.

12/02/2014

VI. ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received a copy of Move, Inc.'s Employee Handbook. I understand that the Employee Handbook contains important information about my employment with the Company. I further acknowledge that I have received a copy of Move, Inc.'s Code of Conduct and Business Ethics (the ""Code""). I agree that I will read and familiarize myself with the contents of the Employee Handbook and the Code and agree that I will comply with the policies, rules and procedures contained in these documents.

I acknowledge, understand and agree that my employment with the Company will, at all times, be and remain "at-will." This means that I have the right to resign at any time, for any reason, with or without notice, with or without cause. Likewise, the Company has the right to terminate my employment at any time, for any reason, with or without notice, with or without cause. I understand that no one other than Move, Inc.'s Chief Executive Officer is authorized to make any other representation on behalf of the Company regarding the duration or termination of my employment. This at-will employment relationship will remain in full force and effect, notwithstanding any changes that may occur in my position, title, pay or other terms or conditions of my employment.

I acknowledge, understand and agree that the at-will nature of my employment and the Company's at-will employment policy may not be changed, altered or modified, in any manner whatsoever, by any past, current or future statement, policy, practice, manual, writing, action, or representation of the Company, or any of its employee or agents, except if the Company and I enter into an express written employment agreement for a specified term, which written agreement is signed on behalf of the Company by the Chief Executive Officer of Move, Inc.

I acknowledge that, except for the ""at-will employment"" policy, the Company may from time to time, at its sole and absolute discretion, change, rescind, modify, delete or add to any provision of, or policy, procedure or benefit described in, the Employee Handbook or the Code without prior notice to me. Furthermore, I understand that the Company retains the sole discretion to modify any or all of its employees' compensation, benefits, working conditions, positions, duties and other terms and conditions of employment, including the right to impose discipline of whatever type which the Company, at its sole discretion, determines to be appropriate. However, I further acknowledge and agree that only Move, Inc.'s Chief Executive Officer has the authority to modify the Company's at-will employment policy and/or the at-will nature of my employment.

Print or Type Name

Signature of Employee

Date

Appendix A

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status, or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division



U.S. Wage and Hour Division

WHD Publication 1420 Revised January 2009

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street address, telephone number, and address): Michael G. King (SBN 145477) Thomas H. Case (SBN 116660) HENNELLY & GROSSFELD LLP 4640 Admiralty Way, Suite 850 Marina del Rey, CA 90292 TELEPHONE NO.: (310) 305-2100 FAX NO.: (310) 305-2116 ATTORNEY FOR (Name): Plaintiff Move, Inc.		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles DEC 02 2014 Sherri R. Carter, Executive Officer/Clerk By <u>Cristina Grijalva</u> Deputy Cristina Grijalva	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER: BC 564997 JUDGE: DEPT:	
CASE NAME: Move, Inc. v. Curt Beardsley			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Two

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 12/2, 2014

Michael G. King (SBN 145477)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: Move, Inc. v. Curt Beardsley

CASE NUMBER

BC564997

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 4.	

SHORT TITLE: Move, Inc. v. Curt Beardsley

CASE NUMBER

Non-Personal Injury/Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Move, Inc. v. Curt Beardsley

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 30700 Russell Ranch Road
CITY: Westlake Village	STATE: CA	ZIP CODE: 91362

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: December 2,
~~November~~ 2014

(SIGNATURE OF ATTORNEY/FILING PARTY)

Michael G. King

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

12/02/2014