



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

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Case Number: CGC-15-544255

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COMPLAINT

TRULIA, INC. VS. MOVE SALES, INC.

001C04799741

**Instructions:**

Please place this sheet on top of the document to be scanned.

**SUMMONS  
(CITACION JUDICIAL)**

**SUM-100**

**NOTICE TO DEFENDANT: MOVE SALES, INC.  
(AVISO AL DEMANDADO):**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**YOU ARE BEING SUED BY PLAINTIFF: TRULIA, INC.,  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

Superior Court Of California, County of San Francisco  
400 McAllister St.  
San Francisco, CA 94102  
Civil Center Court House

CASE NUMBER:  
(Número del Caso):

**CGC-15-544255**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Charles H. Samel (SBN 182019) (310) 788-3214 (310) 843-1282  
PERKINS COIE LLP  
1888 Century Park East, Suite 1700  
Los Angeles, California 90067-1721

DATE:  
(Fecha)

**FEB 20 2015**

**CLERK OF THE COURT**

Clerk, by  
(Secretario)

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):  
☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

**DE LA VEGA-NAVARRO, Rossaly**



Charles H. Samel, Bar No. 182019  
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Los Angeles, CA 90067-1721  
Telephone: 310.788.9900  
Facsimile: 310.788.3399

Attorneys for Plaintiff  
Trulia, Inc.

**FILED**  
SUPERIOR COURT  
COUNTY OF SAN FRANCISCO  
FEB 20 2015

**CLERK OF THE COURT**  
*[Signature]*  
Deputy Clerk

**FILED**  
SUPERIOR COURT  
COUNTY OF SAN FRANCISCO  
FEB 20 2015

**CLERK OF THE COURT**  
BY: ROSSALY DE LA VEGA  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

TRULIA, INC.,

Plaintiff,

v.

MOVE SALES, INC.,

Defendant.

No.

**CGC-15-544255**

COMPLAINT FOR BREACH OF  
CONTRACT, DECLARATORY  
JUDGMENT, SPECIFIC  
PERFORMANCE, AND INJUNCTIVE  
RELIEF

Plaintiff Trulia, Inc. ("Trulia"), through its undersigned attorneys, by and for its complaint, upon personal knowledge as to its own acts, and on information and belief as to all others, alleges as follows:

**NATURE OF THE ACTION**

1. Trulia and defendant Move Sales, Inc. ("Move Sales") are parties to a written Platform Services Agreement (the "Agreement") with an effective date of June 19, 2012, a true and correct copy of the public version of which is attached as Exhibit A and incorporated herein by reference.<sup>1</sup> Pursuant to the Agreement, Trulia has a license, until at least June 19, 2016, to receive from Move Sales data feeds of MLS-sourced for-sale residential property listings data

<sup>1</sup> Exhibit A is redacted because the Agreement by its own terms is confidential; however, Exhibit A is a public version that has been filed with the Securities and Exchange Commission.

1 (collectively, "Listings Data") and other content that is currently essential to the operation of  
2 Trulia's business.

3 2. On February 19, 2015, Move Sales, through its ListHub division, notified Trulia  
4 that ListHub intended to terminate Trulia's feed of Listings Data and other content effective  
5 February 26, 2015. Move Sales thus anticipatorily breached the Agreement by announcing its  
6 intention to unilaterally and wrongfully terminate the Agreement, discontinue Trulia's data feed,  
7 and cease to provide Trulia with licensed content as required by the Agreement.

8 3. Trulia brings this action to obtain a declaratory judgment that Move Sales'  
9 attempted unilateral termination of the Agreement is improper and constitutes a breach of the  
10 Agreement, and for specific performance and an injunction to require that Move Sales not  
11 terminate or immediately reinstate Trulia's feed of Listings Data and all other licensed content  
12 and abide by the terms and conditions of the Agreement. In the meantime, to preserve and restore  
13 the status quo, Trulia is also concurrently seeking a temporary restraining order.

14 4. Unless injunctive relief is granted to, among other things, maintain or reinstate  
15 Trulia's data feed, Trulia will suffer, and continue to suffer, irreparable harm to its business and  
16 its reputation with its customers. As a result of Move Sales' wrongful termination of the  
17 Agreement, Trulia will, as of February 26, 2015, not receive any new or updated Listings Data.

18 5. Moves Sales is the sister corporation of Move, Inc. ("Move"). Each corporation is  
19 a wholly-owned subsidiary of News Corp.

20 6. Move and Trulia compete with one another by posting Listings Data on their  
21 respective real estate portal websites, Realtor.com (owned and operated by Move in affiliation  
22 with the National Association of REALTORS® ("NAR")) and Trulia.com.

23 7. The Realtor.com and Trulia.com websites are used by consumers who want to buy  
24 or sell a home, and by real estate brokers and agents who want consumers to retain their services  
25 to buy or sell a home. Move Sales acts as a "syndicator" of Listings Data through its ListHub  
26 division. ListHub is the primary syndication channel that agents and brokers use to submit their  
27 listings for display by the major real estate portals that compete with Realtor.com, including  
28 Trulia.com and Zillow.com (another real estate portal operated by Zillow, Inc. ("Zillow")). The

1 agents and brokers submit listings to their local multiple listing service ("MLS") organization,  
2 which provides them in a data feed to ListHub, which then syndicates out the listings to the real  
3 estate portal websites.

4 8. Move, uniquely among real estate portal operators, receives substantially all of its  
5 listings data under preferential licenses directly from the MLSs, by virtue of its affiliation with  
6 the NAR.

7 9. Under the Agreement, Trulia has a license to receive content from Move Sales,  
8 including a feed of Listings Data, and to publish the Listings Data on Trulia.com. Trulia has been  
9 receiving a feed of Listings Data from ListHub since 2009, when Trulia entered into a license  
10 agreement that then was superseded by the Agreement in June 2012.

11 10. Each day, Trulia receives Listings Data from ListHub that accounts for more than  
12 25% of the uniquely accounted for listings on Trulia.com. Listings Data is the lifeblood that fuels  
13 the businesses of real estate portals.

14 11. Through its ListHub division, however, Move Sales has obtained almost absolute  
15 control over the ability of real estate portal operators that compete against Move, such as Trulia  
16 and Zillow, to obtain comprehensive and accurate Listings Data from other syndicators, MLS  
17 organizations, or directly from brokers. Move Sales has previously used that power to prevent  
18 Trulia from operating its own listings syndicator, and has attempted to use that power to limit  
19 Trulia's ability to reduce its dependence on ListHub.

20 12. Now, in violation of the Agreement, Move Sales has given notice to Trulia of its  
21 intent to turn off Trulia's data feed as of February 26, 2015, thus improperly purporting to  
22 terminate the Agreement and cut off Trulia's principal supply of Listings Data altogether. Move  
23 Sales is acting, and has acted, unlawfully with the intent to weaken Trulia as a rival of Move,  
24 rather than allowing the market to benefit from free and open competition.

#### 25 JURISDICTION AND VENUE

26 13. This Court has jurisdiction over this action pursuant to the California Constitution,  
27 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except  
28 those given by statute to other courts.

1           14.     Venue is proper in this Court under Section 395.5 of the California Code of Civil  
2 Procedure because a corporation may be sued in the county where the contract is made or is to be  
3 performed, or where the obligation or liability arises, or the breach occurs.

4                                   **PARTIES AND THEIR AFFILIATES**

5           15.     Plaintiff Trulia is a Delaware corporation with its principal place of business in  
6 San Francisco, California. Trulia operates a real estate media portal that gives home buyers,  
7 sellers, and real estate brokers and agents all the tools and valuable information they need to be  
8 successful in the home search process. Through its innovative mobile and web products, Trulia  
9 provides engaged home buyers and sellers essential information about listed houses, their  
10 neighborhoods, and the home search process while also connecting them with the right agents.

11           16.     Plaintiff is informed and believes and thereupon alleges that Defendant Move  
12 Sales is a Delaware corporation with its principal place of business in the city of Westlake  
13 Village, County of Ventura, State of California.

14           17.     Plaintiff is informed and believes and thereupon alleges that Move is a Delaware  
15 corporation with its principal place of business in the city of San Jose, County of Santa Clara,  
16 State of California.

17           18.     On September 20, 2010, Move, or alternatively, Move Sales, acquired all of the  
18 stock of Threewide Corporation ("Threewide"), which became a subsidiary of, and was later  
19 merged into, Move Sales.

20           19.     ListHub was created by Threewide, which launched the ListHub platform in 2006.  
21 According to its website,<sup>2</sup> ListHub currently operates as a division of Move Sales. ListHub is the  
22 dominant platform for online listing syndication, serving approximately 50,000 brokerage firms,  
23 and providing listing information from over 500 data sources to more than 140 publisher  
24 websites, including Trulia. ListHub, which prior to its acquisition by Move (or, alternatively, by  
25 Move Sales) was referred to as the "Switzerland of listing syndication," was then, and still is, the  
26

27 \_\_\_\_\_  
28 <sup>2</sup> Listhub, <https://www.listhub.com/about.html>.

1 largest syndicator of Listings Data and the principal supplier of Listings Data to Trulia and other  
2 national real estate listings portals that compete with Move's Realtor.com website.

3 20. On November 14, 2014, News Corp announced that it had acquired Move,<sup>3</sup> and  
4 Move and Move Sales are now subsidiaries of News Corp. Move operates a network of real  
5 estate web sites for consumers and real estate professionals. Its principal operation is  
6 Realtor.com, a real estate media portal which it operates in association with NAR in direct  
7 competition to Trulia.com.

8 21. Plaintiff is unaware of the true names and capacities, whether individual,  
9 corporate, associate, or otherwise, of defendants named herein as DOES 1 through 10, and  
10 therefore sues such defendants by such fictitious names. Plaintiff is informed and believes, and  
11 on that basis alleges, that each of the fictitiously-named defendants is responsible in some manner  
12 for the occurrences herein alleged, and that Plaintiff's injuries as herein alleged were proximately  
13 caused by those defendants.

14 22. Zillow is a Washington corporation with its principal place of business in Seattle,  
15 Washington. Zillow operates a real estate media portal, Zillow.com, that is a home and real estate  
16 marketplace dedicated to helping homeowners, home buyers, sellers, renters, real estate agents,  
17 mortgage professionals, landlords and property managers find and share vital information about  
18 homes, real estate, mortgages and home improvement.

19 23. On February 17, 2015, Trulia and Zillow closed a transaction first announced on  
20 July 28, 2014 (the "Transaction"), by which both Trulia and Zillow became wholly-owned  
21 subsidiaries of Zillow Group, Inc. (f/k/a Zebra Holdco, Inc.) ("Zillow Group"),<sup>4</sup> pursuant to the  
22 Agreement and Plan of Merger among Zillow, Inc., Zebra Holdco, Inc., and Trulia, Inc., dated  
23 July 28, 2014, a true and correct copy of which is attached as Exhibit B and incorporated herein  
24 by reference.

25  
26 <sup>3</sup> Press Release, News Corp, News Corp Completes Acquisition of Move, Inc. (Nov. 14, 2014),  
27 <http://newscorp.com/2014/11/14/news-corp-completes-acquisition-of-move-inc/>.

28 <sup>4</sup> Zebra Holdco was formed on July 25, 2014 by for purposes of the Transaction.

24. As a result of the Transaction, Zillow Group acquired all of Trulia's outstanding stock, with Trulia's pre-closing stockholders receiving Zillow Group shares in exchange. Zillow Group did not, however, acquire any of Trulia's assets or succeed to Trulia's rights and obligations under its contracts, including the Agreement—rather, since closing of the Transaction, Trulia has continued to operate as a separate entity and to provide the services it has always provided, and to fulfill its obligations under, and receive the benefits of, all of its contracts.

## INDUSTRY BACKGROUND

25. There are two principal categories of real estate professionals: “agents” and “brokers.” Agents typically solicit listings, work with homeowners to sell their homes, and show homes to prospective buyers. Brokers usually provide agents with training, offices, computers, supplies, and clerical help, advertising and marketing assistance, and other services to support the agents and help them close transactions.

26. Brokers may be local, or part of a national or regional chain or franchise, such as Century 21, Coldwell Banker, or Keller Williams. Virtually all brokers participate in multiple listing service (“MLS”) organizations through which they share Listings Data in their local area or region. According to an April 2007 Joint Report by the Federal Trade Commission and the United States Justice Department entitled “Competition in the Real Estate Brokerage Industry,”<sup>5</sup> “MLSs are so important to the operation of real estate markets that, as a practical matter, any broker who wishes to compete effectively in a market must participate in the local MLS.” There are approximately 870 MLS organizations across the United States.

27. NAR is a membership organization comprised of MLS organizations and real estate brokers and agents. It is the self-described “Voice for Real Estate” and, with more than 1,000,000 members, claims to be “America’s largest trade association.” NAR owns the trademark REALTOR®, and only members of NAR or those licensed by NAR are permitted to refer to themselves as “Realtors,” a term that most consumers use generically to refer to any real estate agent.

<sup>5</sup> Available at <http://www.ftc.gov/reports/competition-real-estate-brokerage-industry-report-federal-trade-commission-us-department>.



1           28.     On November 26, 1996, NAR, through its wholly-owned subsidiary Realtors  
2 Information Network, and Move, through its wholly-owned subsidiary RealSelect, Inc., entered  
3 into an exclusive and perpetual agreement under which NAR agreed to license its trademarks for  
4 Realtor.com and REALTOR® to Move, and Move obtained the exclusive right to operate the  
5 Realtor.com website.

6           29.     In addition, NAR helped Move obtain agreements with local and regional MLS  
7 organizations that provided Move with a direct feed of data from listings collected by the MLS  
8 organizations. In other words, as a result of Move's affiliation with NAR, Realtor.com has direct  
9 access to feeds of Listings Data for nearly 100% of the for-sale residential properties in the  
10 United States.

11           30.     Trulia has attempted to reduce its reliance on ListHub and Move Sales by  
12 acquiring Listings Data directly from MLSs, brokers and agents, but with limited success because  
13 of Move's dominance and control of the marketplace. Unlike Move, Trulia does not have a NAR  
14 affiliation and the relationship with NAR that allows Move to receive direct feeds from all, or  
15 nearly all, local and regional MLS organizations affiliated with NAR.

16           31.     Moreover, Move Sales required Trulia to agree to contract provisions that limited  
17 Trulia's ability to reduce its dependence on ListHub. As a condition of entering into the  
18 Agreement, Move Sales forced Trulia to agree (Section 7) that Trulia would not be able to operate  
19 its own listings syndicator, directly or indirectly, unless Trulia provided notice to Move Sales,  
20 after which Move Sales could immediately terminate the Agreement.

21           32.     Instead, Trulia must attempt to obtain Listings Data from a variety of sources,  
22 including through individual agreements to provide listing feeds with listing aggregation  
23 companies, MLS organizations, brokers, or software vendors. However, Trulia's efforts have  
24 had only limited success because Move and Move Sales have aggressively sought to limit  
25 Trulia's ability to access third-party sources of Listings Data and to discourage MLSs, brokers  
26 and agents from sending Listings Data to Trulia; more recently, Move and Move Sales have also  
27 been seeking to redirect feeds and provide incentives for MLSs and others to work solely with  
28 ListHub.

33. Move Sales (and Move) have now sought to exercise their market dominance and leverage over Trulia to the extreme by purporting to unilaterally and improperly terminate the Agreement because Move is unhappy about facing stronger competition as a result of Trulia's decision to enter into the Transaction with Zillow, and because Move wants to weaken Trulia as a competitor and impair its ability to compete freely and openly against Move.

34. Zillow is in a different situation from Trulia as regards its feed of Listings Data and other content under an agreement with ListHub similar to Trulia's: Zillow's agreement with ListHub is due to expire on April 6, 2015, and Zillow chose not to renew the agreement when it became apparent that ListHub was demanding anticompetitive and onerous terms aimed at securing an unfair advantage for Move at Zillow's expense. Instead, on January 6, 2015, Zillow arranged to launch the Zillow Data Dashboard to better enable it to secure direct feed agreements. Trulia, with more than 16 months left on the Agreement, is not nearly as well positioned to replace ListHub, and is certainly unable to do so with the short notice Move Sales provided.

## GENERAL ALLEGATIONS

35. Pursuant to Section 3.1 of the Agreement, Move Sales granted to Trulia a nonexclusive and worldwide right and license to, among other things, use the Listings Data and other licensed content, and to allow consumers to access and use the Listings Data and other licensed content through the Trulia.com website during the term of the Agreement. (Throughout the remainder of this Complaint, "Section" refers to the indicated Section of the Agreement.)

36. Section 12.1 provides that the term of the Agreement begins on June 19, 2012, and expires forty-eight months later (i.e., on June 19, 2016), after which it will automatically renew for one-year terms “unless either party notifies the other party in writing of its intent to not renew” at least ninety days prior to the date on which the Agreement would otherwise expire.

37. On February 19, 2015, Move Sales, through ListHub, notified Trulia that ListHub intended to terminate Trulia's feed of Listings Data and other content effective February 26, 2015 (the "Notice"). Move Sales' purported anticipatory and unilateral termination of the Agreement

1 violated the terms and conditions of the Agreement, which, pursuant to Section 12.1, will not  
2 expire until June 19, 2016. A true and correct copy of the Notice is attached as Exhibit C.

3 38. The parties have the right to terminate the Agreement only in limited  
4 circumstances specified in the Agreement. Section 12.2 of the Agreement provides that either  
5 party may terminate the Agreement: (a) immediately upon written notice to the other party if the  
6 other party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the  
7 benefit of its creditors, or a receiver is appointed for the other party or its business; (2) the other  
8 party breaches Section 11 (Confidentiality; PR) in a manner that has a reasonable likelihood of  
9 causing material harm to the other party's business; or (b) if the other party materially breaches  
10 any material term or condition of the Agreement and fails to cure such breach within thirty days  
11 after receiving written notice thereof.

12 39. Trulia has not filed for bankruptcy, become insolvent, or made an assignment for  
13 the benefit of its creditors, nor has a receiver been appointed for Trulia or its business.

14 40. Trulia has not breached Section 11 in a manner that has a reasonable likelihood of  
15 causing material harm to Move Sales' business. Trulia has not materially breached any material  
16 term or condition of the Agreement.

17 41. Trulia has not received written notice that it materially breached any material term  
18 or condition of the Agreement.

19 42. Trulia has not engaged in any conduct that would permit Move Sales to terminate  
20 the Agreement pursuant to Section 7, which addresses impermissible uses of the Listings Data.

21 43. Pursuant to Section 13 of the Agreement, neither party may assign or otherwise  
22 transfer its rights or delegate its obligations under the Agreement, in whole or in part, except as  
23 provided in the Agreement.

24 44. In connection with the Transaction, Trulia has not assigned or otherwise  
25 transferred its rights, or delegated its obligations, under the Agreement. Therefore, Trulia has not  
26 engaged in any conduct that would permit Move Sales to terminate the Agreement pursuant to  
27 Section 13, let alone immediately and without an opportunity to cure any alleged breach.  
28

1           45.     Nevertheless, in the Notice, Move Sales cites Section 13 as grounds for  
2 termination, apparently taking the position that through the Transaction, Trulia assigned its rights  
3 or delegated its obligations to an entity that acquired all or substantially all of its assets in  
4 violation of Section 13, which is not correct.

5           46.     Zillow Group merely acquired 100% of the outstanding stock of Trulia through the  
6 Transaction; Trulia did not transfer assets to Zillow Group.

7           47.     Trulia has, since June 19, 2012, performed and executed all of its obligations  
8 under the Agreement, including by making the required payments to Move Sales, and has  
9 materially complied with all of the Agreement's provisions.

10          48.     As Move Sales is aware, Trulia is prepared to continue to fulfill its obligations  
11 under the Agreement at least until June 19, 2016.

12          49.     Without the Listings Data and other licensed content that Trulia has a right to  
13 receive under the Agreement until June 19, 2012, Trulia is currently unable to operate the  
14 Trulia.com website effectively since it depends upon providing its end users with searchable  
15 Listings Data. By breaching the Agreement, and terminating Trulia's data feed, Move Sales and  
16 Move will gain an unfair competitive advantage, which will irreparably harm Trulia.

17          50.     If Move Sales is not enjoined and ordered to maintain or restore Trulia's data feed,  
18 Trulia will be deprived of its right to receive Listings Data from Move Sales for at least another  
19 sixteen months, during which time Trulia would attempt to obtain an alternative source of  
20 Listings Data in order to compete with Move and Move Sales. The disruption of Trulia's  
21 business, and the decrease in the quantity of the Listings Data Trulia can provide, that will result  
22 from Move Sales' unilateral termination of Trulia's data feed means that Trulia's customers and  
23 business partners will be unable to obtain on Trulia.com the comprehensive listings information  
24 they expect to receive from Trulia, negatively impacting the usefulness of the website—neither  
25 potential home buyers and sellers nor real estate brokers and agents can conduct their business  
26 and buy and sell houses based on incomplete listings information. The inability of Trulia's  
27 customers to make use of the Trulia.com site will, in turn, cause them, and will continue to cause  
28 them, to turn to the services of Trulia's competitors that have not been similarly disrupted—

1 including, first and foremost, Move's competing website, Realtor.com. Those customers may  
2 never return, and the business goodwill and reputation squandered through the disruption to  
3 Trulia's business will be irredeemably lost.

4 51. Consequently, Trulia will suffer, and will continue to suffer, irreparable harm to its  
5 business and reputation with its customers if Move Sales does not maintain or immediately  
6 reinstate Trulia's data feed and abide by all other terms and conditions of the Agreement. At the  
7 same time, ListHub's actions will have a harmful impact on Trulia's industry partners - MLSs  
8 and brokers - because they will not have an opportunity to transition their listings from ListHub to  
9 Trulia. Move and ListHub's actions are wrong and harmful to the industry, and particularly  
10 harmful to the very partners Move and ListHub claim to serve.

11 **FIRST CAUSE OF ACTION**  
12 **(BREACH OF CONTRACT)**

13 52. Trulia repeats and realleges each of the allegations in the preceding paragraphs as  
14 if fully set forth herein.

15 53. The contractual rights and obligations of Trulia and Move Sales are set forth in,  
16 and governed by, the Agreement.

17 54. The Agreement is a valid, enforceable, and reasonable written contract supported  
18 by consideration.

19 55. Trulia has performed all of the terms and conditions of the Agreement, and all of  
20 its obligations, including any conditions precedent.

21 56. Move Sales anticipatorily breached the Agreement by stating its intention  
22 purportedly to unilaterally terminate the Agreement prior to June 19, 2016, and to discontinue  
23 Trulia's feed of Listings Data and other licensed content.

24 57. As a proximate and direct result of Move Sales' breach, Trulia is being damaged  
25 and will suffer, and will continue to suffer, harm for which there is no adequate remedy at law.

26 58. In the alternative, as a proximate and direct result of Move Sales' breach, Trulia is  
27 being damaged in an amount according to proof.  
28

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**SECOND CAUSE OF ACTION  
(DECLARATORY JUDGMENT)**

59. Trulia repeats and realleges each of the allegations in the preceding paragraphs as if fully set forth herein.

60. There is a justiciable actual controversy within the jurisdiction of this Court between Trulia and Move Sales regarding whether Move Sales' attempted unilateral termination constitutes a breach of the Agreement.

61. A declaratory judgment will efficiently and effectively terminate the controversy and remove uncertainty as to Trulia's and Move Sales' obligations and duties under the Agreement.

62. Pursuant to California Code of Civil Procedure section 1060, Trulia seeks a declaratory judgment that the Agreement remains in full force and effect, that Move Sales' attempted unilateral termination is null and void, and that Move Sales is required to maintain or immediately reinstate Trulia's feed of Listings Data and all other licensed content and to abide by all terms and conditions of the Agreement.

**THIRD CAUSE OF ACTION  
(SPECIFIC PERFORMANCE)**

63. Trulia repeats and realleges each of the allegations in the preceding paragraphs as if fully set forth herein.

64. Trulia has made demand for Move Sales to comply with its clearly established contractual obligations under the Agreement; however, Move Sales has unjustifiably refused to do so and instead has attempted unilaterally to terminate the Agreement as of February 26, 2015.

65. Trulia has fully and fairly complied with its obligations thus far required of it under the Agreement and remains ready, willing, and able to perform under the Agreement.

66. The Agreement's terms requiring Move Sales to provide Listings Data in exchange for Trulia's making payments and providing data and other consideration to Move Sales are definite and enforceable.

67. Trulia does not have an adequate remedy at law for the harm that it will suffer, and will continue to suffer, from Move Sales' actions because the Listings Data and other licensed content are unique and not currently readily available to Trulia from other sources

68. Trulia is entitled to judgment for specific performance under the Agreement requiring that Move Sales abide by all terms and conditions of the Agreement, including by maintaining or immediately reinstating Trulia's feed of Listings Data and all other licensed content.

**FOURTH CAUSE OF ACTION  
(PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF)**

69. Trulia repeats and realleges each of the allegations in the preceding paragraphs as if fully set forth herein.

70. Trulia will suffer, and will continue to suffer, irreparable harm if Move Sales is not required to maintain or immediately reinstate Trulia's feed of Listings Data and all other licensed content and to abide by all terms and conditions of the Agreement, and it does not have an adequate remedy at law for that harm.

71. Trulia is likely to succeed on the merits of this action.

72. The granting of injunctive relief by this Court will not disserve the public interest. On the contrary, it will further that interest by providing brokers, agents, and consumers with more choices for real estate portals.

73. Because Move Sales' breach imposes significantly greater hardship on Trulia than compliance with the terms and conditions of the Agreement would impose on Move Sales, and because Trulia, unlike Move Sales, has complied with, and is ready to continue to comply with, all of its obligations under the Agreement, the balance of the equities favors this Court's issuance of injunctive relief for Trulia and against Move Sales.

74. Relief in the form of a preliminary injunction to maintain or restore the parties' position before Move Sales' wrongful termination of the Agreement will preserve the status quo pending a trial on the merits.

75. The issuance of injunctive relief will enable Trulia to preserve and protect its interest in the Listings Data and other licensed content.

76. Consequently, Trulia seeks preliminary and permanent injunctive relief against Move Sales requiring that Move Sales maintain or immediately reinstate Trulia's feed of Listings Data and all other licensed content and abide by all terms and conditions of the Agreement.

## REQUEST FOR RELIEF

WHEREFORE, Trulia requests that the Court enter judgment in its favor, and against Move Sales, and grant to Trulia relief as follows:

1. Adjudge that Move Sales' attempted termination constitutes a breach of the Agreement; and

2. Adjudge that Trulia is entitled to specific performance of the Agreement requiring that Move Sales maintain or immediately reinstate Trulia's feed of Listings Data and all other licensed content and abide by all terms and conditions of the Agreement; and

3. Adjudge that Trulia is entitled to both a preliminary injunction and a permanent injunction requiring that Move Sales maintain or immediately reinstate Trulia's feed of Listings Data and all other licensed content and abide by all terms and conditions of the Agreement; and

4. Enter judgment for Trulia and against Move Sales for attorneys' fees, costs of the action, and prejudgment interest, all as permitted by applicable law; and

5. Grant such other and further equitable or legal relief that the Court finds just and proper to address, and to prevent recurrence of, Move's unlawful conduct.

6. Alternatively, enter judgment for Trulia and against Move Sales for Trulia's lost profits, compensatory damages, liquidated damages, and/or other damages, attorneys' fees, costs of the action, and prejudgment interest, all as permitted by applicable law; and

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1           7.       Grant such other and further equitable and legal relief that the Court finds just and  
2 proper to address, and to prevent recurrence of, Move's unlawful conduct.

3  
4 DATED: February 20, 2015

PERKINS COLE LLP

5 By: 

6 Charles H. Samel, Bar No. 182019  
CSamel@perkinscoie.com

7 Attorneys for Plaintiff  
8 Trulia, Inc.

**EXHIBIT "A"**

**EXHIBIT A**

EX-10.13 23 d352334dex1013.htm PLATFORM SERVICES AGREEMENT

Exhibit 10.13

**Platform Services Agreement**

This Platform Services Agreement (“**Agreement**”) is entered into by and between Move Sales, Inc., a corporation formed under the laws of Delaware, with an address at 910 East Hamilton Avenue, 6th Floor, Campbell, CA 95008 (“**MSI**”) and Trulia, Inc., a corporation formed under the laws of Delaware, with an address at 116 New Montgomery Street, San Francisco, California 94105 (“**Partner**”). This Agreement will be effective as of the date the last signing party executes this Agreement (the “**Effective Date**”).

**1 DEFINED TERMS.** The following capitalized terms will have the meanings set forth below.

1.1 “**Additional Site**” has the meaning set forth in Section 1.10, below.

1.2 “**Affiliate**” means, with respect to either party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party. For these purposes, “control” means control over greater than fifty percent (50%) of the voting rights or equity interests of a party.

1.3 “**Aggregate Reporting Materials**” has the meaning set forth in Section 5.8.2, below.

1.4 “**Content Source**” means a unique Multiple Listing Service (“**MLS**”), brokerage, franchise or any other source of real estate listing data.

1.5 “**Data Feeds**” has the meaning set forth in Section 5.1, below.

1.6 “**End Users**” means end users who access, use, view or purchase the Partner’s services, including but not limited to consumers (including but not limited to prospective home buyers and home sellers), real estate brokers, real estate agents, and real estate franchisors.

1.7 “**Licensed Content**” means the real estate listing content, if any, provided by MSI to Partner pursuant to the delivery mechanism described in Section 5.1, below, including, without limitation, all text, data, images, materials and other content, and any Updates thereto provided to Partner by MSI, provided however that each such item of real estate listing content shall be deemed “Licensed Content” only until such time as the real estate listing to which it pertains is designated in the Data Feeds as sold, withdrawn, expired, or otherwise inactive.

1.8 “**Partner Mobile Apps**” has the meaning set forth in Section 1.10, below.

1.9 “**Partner Network**” has the meaning set forth in Section 1.10, below.

1.10 “**Partner Services**” means, collectively, Partner’s business-to-consumer products and services that are accessible through the Partner Site and the Partner Network. As used herein, the “**Partner Network**” shall mean: (a) those sub-URLs listed on Exhibit A hereto of the website located at the [www.trulia.com](http://www.trulia.com) top-level domain (the “**Partner Site**”), provided that Partner may update the sub-URLs of the Partner Site listed on Exhibit A hereto from time to time upon five (5) business days written notice to MSI; (b) Additional Site(s) (as defined in this Section 1.10), if any; and (c) Partner’s mobile application(s) listed on Exhibit A hereto (which mobile application(s) listed on Exhibit A may be updated from time to time effective upon written notice to MSI, provided that any mobile application(s) added to Exhibit A must adhere in all respects to the requirements of this section), provided that such mobile application(s) shall at all times be branded solely with Partner’s name and marks (the “**Partner Mobile Apps**”). Notwithstanding the foregoing, in the event that Partner wishes to include in the Partner Services mobile applications that are not branded solely with Partner’s name and marks, Partner must obtain MSI’s prior written approval to do so. Notwithstanding any provision to the contrary contained herein, “Partner Services” shall not include any products or services other than business-to-consumer products and services that are or may become accessible through the Partner Network. As used herein, “**Additional Site**” shall mean any website not located on the [www.trulia.com](http://www.trulia.com) top-level domain: (y) that Partner adds to Exhibit A during the Term by providing MSI thirty (30) days prior written notice of such addition; and (z) either (i) that is owned and operated by Partner, or (ii) for which Partner both provides the real estate search user experience and exclusively sells products into the real estate search user experience (provided that Partner shall not be required to be the exclusive seller of display advertisement products sold to non-real estate professionals).

1.11 “**Partner Site**” has the meaning set forth in Section 1.10, above.

1.12 “**Platform**” means the platform provided by MSI’s proprietary ListHub™-branded software through which real estate brokers, real estate agents, real estate franchises, consumers and/or MLSs may (a) access real estate listing inventory in a database and select to distribute it to specified destinations, including the Partner Network, and (b) access and view certain reporting relating to the display of such real estate listing inventory via such specified destinations.

1.13 “**Prior Agreement**” has the meaning set forth in Section 2, below.

1.14 “**Updates**” means updates, refreshes, corrections and other modifications.

**2 TERMINATION OF PRIOR AGREEMENT.** MSI and Partner are parties to that certain Platform Services Agreement dated November 2, 2009 (the “**Prior Agreement**”). MSI and Partner agree that, effective as of the Effective Date of this Agreement, the Prior Agreement shall be terminated in all respects and shall be of no further force nor effect.

### **3 LICENSED CONTENT.**

3.1 **License.** Subject in all instances to the terms and conditions of this Agreement, MSI hereby grants to Partner a nonexclusive, nonsublicensable, worldwide right and license, during the Term only, to (i) display the Licensed Content within the Partner Services, pursuant to the published terms and conditions then in effect with respect to the Partner Services; (ii) utilize the Licensed Content on the Partner Network for the purpose of providing brokers and agents with information relating to lead generation management and advertising products and services that are provided to brokers and agents on or through the Partner Network, provided that the provision of such information to such brokers and agents must be prompted by an action taken by a consumer; and/or (iii) allow End Users to access and view the Licensed Content through the Partner Services pursuant to the published terms and conditions then in effect with respect to the Partner Services.

3.1.1 **Partner Terms and Conditions.** For the purpose of permitting MSI to display to Content Sources the terms and conditions applicable to the Partner Services, within ten (10) days following the Effective Date, Partner shall provide MSI with copies of and/or links to all terms and conditions applicable to the Partner Services or any portion thereof (the “**Partner Ts&Cs**”). MSI will display the Partner Ts&Cs to Content Sources, and will require such Content Sources to demonstrate acceptance of the Partner Ts&Cs, at the time that such Content Sources elect to participate in the Partner Services via the Platform. In the event that Partner revises or replaces the Partner Ts&Cs, or any portion thereof, during the Term, such revision or replacement shall not be effective with respect to the Licensed Content until thirty (30) days after Partner provides MSI written notice of such revision or replacement. Notwithstanding any provision to the contrary contained herein, in the event of any inconsistency or conflict between this Agreement and the Partner Ts&Cs, as they may exist at any time during the Term, the terms of this Agreement shall prevail.

3.2 **Reservation of MSI Rights.** Except for the license granted hereunder, as between the parties, MSI retains all right, title and interest in and to the Licensed Content and the Platform.

3.3 **Reservation of Partner Rights.** Except as expressly set forth herein, MSI understands and agrees that nothing in this Agreement will prevent or restrict Partner from displaying and/or using data Partner obtains from a source other than MSI. MSI acknowledges and agrees that nothing contained in this Agreement shall grant it any right, title or interest in any information, content, or data obtained from a source other than MSI and used by Partner in conjunction or association with the Licensed Content, and MSI shall not make any claim of ownership or interest in any such information, content, or data. As between the parties, Partner retains all right, title and interest in and to the Partner Services and all content or data forming part of or displayed as part of or through the Partner Services other than the Licensed Content.

3.4 **Consultants; Contractors.** Partner may use consultants and other contractors in connection with the performance of obligations and exercise of rights under this Agreement, provided that such consultants and contractors must be bound in writing to confidentiality obligations, and provided further that Partner shall be responsible for any actions or omissions by any of its contractors that would constitute a breach of this Agreement.

**4 MARKETING.** During the Term, the parties will perform the marketing obligations outlined in Exhibit B.

**5 DELIVERY AND FORMAT OF LICENSED CONTENT.**

5.1 Delivery; Access. During the Term, MSI will make the Licensed Content available to Partner via a single set of data feeds (the "Data Feeds"), which Data Feeds shall be initially in such version of the RETS syndication specification format as is then in use by MSI. At any time during the Term, MSI may, in its sole discretion, upgrade the version of the RETS syndication specification format then in use by MSI upon thirty (30) days prior written notice to Partner, and Partner shall thereafter cause the Data Feeds to be in such updated version of the RETS syndication specification format. Additionally, at any time during the Term, MSI may, in its sole discretion, change to a published syndication specification format other than RETS upon sixty (60) days prior written notice to Partner, and Partner shall thereafter cause the Data Feeds to be in such new syndication specification format. In the event that MSI learns, at any time during the Term, that the Data Feeds are not being successfully delivered to Partner, MSI will notify Partner of such non-delivery within one (1) business day and will provide Partner with updates every successive business day until the delivery problem is resolved. MSI will use commercially reasonable efforts to resolve such delivery problem within three (3) business days.

5.2 Included Fields. The Licensed Content provided by MSI to Partner pursuant hereto shall include, for each Content Source who elects to license its content to Partner via the Platform on the terms described herein, the fields listed on Exhibit C hereto, provided however that, to the extent that such Content Sources do not make available to MSI any of the fields listed on Exhibit C, then MSI shall have no obligation to include such field(s) within the Licensed Content.

5.3 Content Sources. MSI may add listings from new Content Sources to the Licensed Content, and/or remove listings from existing Content Sources from the Licensed Content at any time, provided that: (i) prior to adding listings from a new Content Source to the Licensed Content, MSI shall have presented such Content Source with the Partner Ts&Cs, as described in Section 3.1.1 hereof; and (ii) any removal of listings from the Licensed Content shall be at the request of the Content Source or listing broker or as otherwise legally required.

5.4 Updates; Refreshes. From time to time during the Term, MSI will update and refresh the Licensed Content, and make such refreshed Licensed Content available to Partner in the manner described in Section 5.1, above. MSI will use commercially reasonable efforts to update and refresh the Licensed Content at least two (2) times per day, provided however that any Licensed Content from a Content Source that does not permit MSI to access such Licensed Content at least two (2) times per day will be updated and refreshed no more frequently than is permitted by such Content Source. MSI will provide Partner with reasonable support in the event that Partner notifies MSI of an error or problem with the Data Feeds.

5.5 Display. The license granted herein permits Partner to display all or portions of the Licensed Content on the Partner Services; provided that, for all listings included within the Licensed Content: (a) Partner must display any consumer redirection URLs provided by MSI within the Licensed Content ("Listing URL" in Exhibit C) with any portion of the Licensed Content displayed by Partner (provided however that Partner shall be permitted to continue to display, for any listing within the Licensed Content, a consumer redirection URL in place of and that is different than the URL included in the Licensed Content so long as such different URL was specified to Partner by the applicable listing agent or broker prior to the Effective Date); and (b) Partner must display, at a minimum, the following content fields: property address, listing price, number of bedrooms, number of bathrooms, square footage, property description, office phone number, list agent name, and broker name, provided however that: (i) in the event that one of the foregoing content fields is not included in the Licensed Content or is designated within the Data Feeds as not to be displayed, Partner shall not be obligated to display such content field; and (ii) Partner shall not be required to display all of the above content fields on any page that displays only summary search result information, so long as Partner includes in each search result on such page a link or other mechanism by which the consumer may, by taking an action on such search result, directly view all of the above content fields. Notwithstanding the foregoing, Partner shall have ninety (90) days after the Effective Date within which to cause the Partner Mobile Apps to comply with the requirements of subsections (a) and (b) hereof. During such ninety (90) day period, Partner shall provide MSI updates of its progress. MSI shall, within a commercially reasonable

time, provide Partner with such feedback or technical input as Partner may reasonably request in connection with Partner implementing such changes to its systems. In addition, the parties acknowledge that MSI may, in its discretion, provide Partner with one (1) or more email addresses per listing included within the Licensed Content, one of which email addresses shall be designated for lead routing and the others of which shall be designated for display. The parties agree that, in the event that MSI does so, for each listing within the Licensed Content: (y) Partner may, in its discretion, but shall not be obligated to, display within the Partner Services the email address(es) designated for display; and (z) in the event that Partner sends a lead from such listing to the listing agent or the Content Source for such listing, Partner must, beginning no later than sixty (60) days after the date on which MSI first provides such email addresses and continuing for the duration of the Term, route such lead to the applicable email address designated for lead routing (provided however that Partner shall be permitted to continue to route the lead for any listing within the Licensed Content to an email address that is different than the email address designated for lead routing within the Licensed Content so long as such different email address was specified to Partner by the applicable listing agent or broker prior to the Effective Date). No provision of this Agreement shall be construed to prohibit Partner from routing leads from listings within the Licensed Content to real estate professionals that are not the applicable listing agent or Content Source. Partner will have the sole right to determine the placement and location of the selected Licensed Content through the Partner Services. For the sake of clarity, except as expressly set forth herein, each party retains sole discretion with respect to the look-and-feel, display and operation of its respective services and websites. This Agreement does not affect any right that either party would have had, or shall have, independent of the Agreement including but not limited to rights under the U.S. Copyright Act or analogous laws in other jurisdictions. Partner shall abide by any applicable state or federal laws governing the display of the Licensed Content and shall abide by a Content Source's request to display (i) copyright, or (ii) other legal notifications alongside the Licensed Content, provided that, with respect to (ii), in the event that any such legal notification is sufficiently lengthy that it cannot, in Partner's opinion, reasonably be displayed alongside the Licensed Content in its entirety, Partner may instead display a hyperlink to such legal notification or implement another mechanism that allows consumers to view such legal notification from the Licensed Content.

**5.6 Sites and Mobile Apps Within Partner Network.** Notwithstanding any provision to the contrary contained herein, at all times during the Term, MSI may, but shall not be required to, permit Content Sources who elect to distribute their content to Partner through the Platform to select on which of the following their content shall appear: (a) the Partner Site, (b) the Partner Mobile Apps, and (c) one or more Additional Sites. For the sake of clarity, MSI may permit each Content Source to elect to distribute its content to any combination of the Partner Site, the Partner Mobile Apps, and/or one or more individual Additional Sites without requiring such Content Source to allow its content to be displayed elsewhere within the Partner Network. Partner shall comply with any such selection by Content Source.

**5.7 Redistribution.** Partner shall not have the right to distribute Licensed Content to third parties, third party sites, or any other person, entity, or site except as expressly permitted pursuant hereto. Partner may distribute the Licensed Content in email or SMS alerts to fulfill user searches. For the sake of clarity, except as expressly permitted under this Agreement, Partner is expressly prohibited from sending or distributing the Licensed Content to any third party. In addition, all Licensed Content must remain resident in Partner's database and under Partner's control at all times, except: (a) that Partner may provide an individual listing within the Licensed Content to a third party for the sole purpose of permitting such third party to feature such individual listing in an article or other editorial work, so long as Partner first obtains the written approval, in each instance, of the listing broker representing such individual listing; or (b) as expressly authorized by Content Sources pursuant to Section 5.12 hereof, in which event all provisions of Section 5.12 hereof must be strictly adhered to.

**5.8 Partner Reporting.**

**5.8.1 Error Reporting.** Partner will provide MSI with error reporting for each listing within the Licensed Content. Partner must provide a decipherable error code for each listing within the Licensed Content that is rejected by the Partner Services. If a listing is accepted by the Partner Services, Partner must provide a URL to the primary page at which such listing is displayed on Partner Services. In the event that Partner learns, at any time during the Term, that any reporting metrics required to be delivered by Partner to MSI pursuant to this Section 5.8 are not being successfully delivered to MSI, Partner will notify MSI of such non-delivery within one (1) business day and will provide Partner with updates every successive business day until the delivery problem is resolved. Partner will use commercially reasonable efforts to resolve such delivery problem within three (3) business days.

5.8.2 Reporting Metrics. No less often than once per day, Partner shall provide to MSI the reporting metrics described in this Section 5.8.2 for all listings within the Licensed Content. The parties acknowledge and agree that: (a) initially, such reporting metrics shall be provided in the format and via the delivery mechanism in use between the parties immediately prior to the Effective Date; and (b) beginning no later than sixty (60) days following the Effective Date, Partner shall begin providing the reporting metrics set forth in this Section 5.8.2 in the format and via the delivery mechanism described on Exhibit D hereto, provided that Partner and MSI may change and/or update such format and/or delivery mechanism upon mutual agreement from time to time thereafter. Subject to the terms and conditions of this Agreement, Partner hereby grants to MSI an irrevocable (during the Term only) worldwide exclusive (except as expressly set forth herein) license to display such reporting metrics to Content Sources through the Platform. Notwithstanding any provision to the contrary contained herein, Partner may not disclose or provide the reporting metrics it delivers to MSI pursuant to this Section 5.8.2 to any third party other than the applicable listing broker, or, in the event that distribution of the listing content underlying such reporting metrics was authorized via the Platform by the franchisor rather than the listing broker, to the applicable franchisor, provided that this sentence shall not be construed to prohibit Partner from creating and disseminating materials stating the aggregate number of leads (or other similar performance metrics) generated by the Partner Services, so long as such materials state only the performance of the Partner Services as a whole and do not indicate, or allow to be discerned, the number of leads (or other metrics) attributable to any particular listing, agent, broker, franchise, MLS. MSI will not utilize, display, or publish any reporting metrics provided by Partner to MSI pursuant hereto other than as expressly permitted herein. MSI will refrain from distributing or disclosing such reporting metrics to employees and independent contractors other than those employees and independent contractors who have a need to know them in connection with performing MSI's obligations under this Agreement and are under an obligation to maintain their confidentiality. Notwithstanding any provision to the contrary contained herein, Partner and MSI agree that (a) MSI shall remain free at all times during the Term to publish, share, and publicly disseminate marketing materials and other materials containing reporting regarding the aggregate performance of the Platform ("**Aggregate Reporting Materials**"); and (b) MSI shall be permitted to include in such Aggregate Reporting Materials data contained within and/or derived from the reporting metrics provided by Partner pursuant to this Section 5.8.2, so long as such Aggregate Reporting Materials describe the performance of the Platform as a whole and not the performance of Partner specifically and do not allow a reader to easily discern metrics specific to Partner or to readily identify Partner as the source of any specific metrics. MSI will cause the format of all reports in which it utilizes the reporting metrics provided by Partner to MSI pursuant hereto to be based on objective criteria. Notwithstanding any provision to the contrary contained herein, no provision of this Section 5.8.2 shall be construed to prohibit or otherwise restrict MSI or its Affiliates from utilizing, displaying, publishing, or distributing any metrics or other information that are provided to or become known by MSI or its Affiliates via a source other than Partner.

The reporting metrics delivered by Partner to MSI each day pursuant to this Section 5.8.2 shall include the following metrics for each listing within the Licensed Content. Partner shall provide such metrics separately for (x) the Partner Site, (y) the Partner Mobile Apps (as a whole), and (z) each individual Additional Site, and shall clearly identify whether each such metric was generated on the Partner Site, the Partner Mobile Apps, or an Additional Site (in which case the particular Additional Site shall be identified):

- 5.8.2.1 Listing Data. Partner shall provide the ListHub Listing ID of each listing within the Licensed Content that is then displayed within the Partner Services.
- 5.8.2.2 Search Impressions. Partner shall provide the counts detailing the number of times that each listing is displayed on the Partner Site, an Additional Site, or the Partner Mobile Apps as the result of an End User search on a page viewable by an End User showing search results (i.e., more than one listing). Such reporting shall be provided per listing with a timestamp, provided however that in the event that Partner is not able to provide timestamps immediately upon the Effective Date, Partner may provide timestamps in lieu of timestamps until such time as Partner is able to provide timestamps, which shall in no event be later than sixty (60) days after the Effective Date.



- 5.8.2.3 **Detail Impressions.** Partner shall provide the counts detailing the number of times an End User accesses the detail page within the Partner Site, an Additional Site, or the Partner Mobile Apps to view more details on a specific listing (typically a page which shows detailed information on only one listing). Detail impressions must be provided per listing with a timestamp, provided however that in the event that Partner is not able to provide timestamps immediately upon the Effective Date, Partner may provide datestamps in lieu of timestamps until such time as Partner is able to provide timestamps, which shall in no event be later than sixty (60) days after the Effective Date.
- 5.8.2.4 **Leads.** Partner shall provide the counts detailing the number of times an End User contacts the Content Source or applicable broker or agent within the Content Source directly from the Licensed Content that is displayed on the Partner Site, an Additional Site, or the Partner Mobile Apps. Partner shall report email and telephone leads separately in its reporting. Partner shall also report leads that are generated for any non-listing agent directly from the Licensed Content, which reporting shall identify both the listing from which each lead was generated and the non-listing agent who received such lead. Lead counts must be provided per listing with a timestamp, provided however that in the event that Partner is not able to provide timestamps immediately upon the Effective Date, Partner may provide datestamps in lieu of timestamps until such time as Partner is able to provide timestamps, which shall in no event be later than sixty (60) days after the Effective Date. For purposes of clarity, Partner shall not be required to provide the reporting described in this Section 5.8.2.4 with respect to end users who respond to paid display advertisements that are displayed on pages that also contain Licensed Content so long as when an end user takes an action on such a paid display advertisement, Partner does not provide the advertiser with any information and/or data from, or that identifies in any way, a particular listing or property within the Licensed Content.

Notwithstanding the foregoing, MSI and Partner acknowledge and agree that: (i) as of the Effective Date, Partner is not currently capable of providing the reporting metrics described in this Section 5.8.2 with respect to the Partner Mobile Apps (the “**Mobile App Metrics**”); (ii) as of the Effective Date, Partner is not currently capable of providing reporting with respect to leads generated for any non-listing agent directly from the Licensed Content, as described in Section 5.8.2.4, above (the “**Non-Listing Agent Lead Metrics**”); (iii) Partner shall begin providing all reporting metrics described in this Section 5.8.2, with the exception of the Mobile App Metrics and the Non-Listing Agent Lead Metrics, no later than fourteen (14) days after the Effective Date and shall continue providing such reporting metrics each day for the duration of the Term; (iv) Partner shall begin providing the Mobile App Metrics as soon as reasonably possible, which shall in no event be later than the date on which Partner begins including such Mobile App Metrics in reporting that Partner makes available to its customers or December 31, 2012, whichever is earlier to occur; and (v) Partner shall begin providing the Non-Listing Agent Lead Metrics as soon as reasonably possible, which shall in no event be later than one hundred twenty (120) days after the Effective Date.

5.9 **MSI Reporting.** Each month during the Term, MSI will provide Partner with an aggregate monthly report containing the same categories of reporting metrics that then populate the monthly reports provided by MSI to Content Sources.

5.10 **Licensed Content Duplication.** The parties acknowledge that Partner may receive listing content for a specific listing sent through the Platform from one or more additional sources and agree that: (a) In the event that Partner receives listing content for such specific listing directly from the listing broker (or directly from a vendor the listing broker has engaged for the purpose of providing listing content to Partner), Partner may display the listing content from the listing broker and not display the Licensed Content that was sent through Platform; (b) in the event that Partner receives listing content for such specific listing from another aggregator that sources listings directly from MLSs, Partner shall display the listing content from the Platform and not display the listing content received via such other source unless instructed to do so by the listing broker; and (c) in the event that Partner receives listing content for such specific listing from any other non-MLS source, Partner shall display the listing

content sent through the Platform and not display the listing content received via such other source. Each day during the Term, Partner will provide MSI with a report detailing all listings received through the Platform during such day that were not displayed by Partner as the result of Partner receiving the same listing from more than one source, which report shall identify in reasonable detail both the listing and the reason that it was not displayed. In addition, during the Term, Partner may elect to append or augment the Licensed Content with listings content or portions of listings content received from other third-party providers in an effort to maximize the quality of data displayed by Partner through the Partner Services, provided that: (x) in so doing, Partner shall not be permitted to replace any portion of the Licensed Content with any listings content or portions of listings content received from any third-party provider, (y) for all listings within the Licensed Content, Partner must, at all times, display at least the minimum fields required to be displayed pursuant to Section 5.5 hereof; and (z) Partner must, at all times during the Term, provide the reporting described in Section 5.8 hereof. Notwithstanding the foregoing, Partner may permit listing agents to edit the open house times field on the Licensed Content. Notwithstanding the foregoing, the parties agree that Partner shall have sixty (60) days after the Effective Date within which to cause the Partner Services to comply with the requirements of this Section 5.10.

**5.11 Image Management.** MSI provides images in the Listing Content as provided and as available from Content Sources. Images are provided as URL links in the Licensed Content, and the actual images are stored in MSI's image database. Partner shall use the MSI image database to access the images and download them to their own servers prior to displaying to End Users. For the sake of clarity, MSI's image database is not intended to act as the photo server for Partner to display images to its End Users. Partner is responsible to download or otherwise cache images included in Licensed Content, managing this content independent of MSI's image database.

**5.12 Non-Display Uses.** In the event that Partner, during the Term, wishes to utilize the Licensed Content within the Partner Services for any purpose other than display as expressly permitted in this Agreement: (a) Partner shall be required to obtain MSI's prior written approval of such use, which approval MSI may withhold in its sole discretion; and (b) in the event that MSI grants approval for such use, MSI shall be permitted to offer Content Sources the ability to elect not to authorize their content to be utilized for such use while still authorizing their content to be displayed within the Partner Services as permitted herein, and Partner shall be obliged to comply with such election. Notwithstanding the foregoing, Partner is hereby expressly permitted, during the Term only and without obtaining the prior written approval of MSI or the Content Sources, to incorporate the Licensed Content or portions thereof into real estate market trends, indexes, and averages and to display such trends, indexes, and averages to consumers on the Partner Network. Notwithstanding any provision to the contrary contained herein, Partner may not offer for sale any trends, indexes, or averages incorporating the Licensed Content or any portion thereof or any product incorporating any such trends, indexes, or averages. Other than sending End User leads to email addresses delivered with the Licensed Content in accordance with the provisions hereof, Partner may send emails to an email address delivered with the Licensed Content only in the event that: (y) the listing to which such email address relates was authorized for distribution via the Platform by the listing broker (rather than by an MLS or franchise); or (z) the listing to which such email address relates was authorized for distribution via the Platform by an MLS or franchise and Partner has received from such MLS or franchise explicit consent to send emails to such email address (provided however that mere acceptance of the Partner Ts&Cs shall not qualify as such explicit consent). Notwithstanding any provision to the contrary contained herein, Partner shall not be required to comply with clause (z) of the immediately preceding sentence until ninety (90) days following the Effective Date. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall restrict Partner's use of email addresses that Partner has received from sources other than MSI including, without limitation, email addresses related to Partner End Users' accounts, even if such email addresses are identical to email addresses included within the Licensed Content.

**5.13 Engineering Changes.** The parties acknowledge and agree that (a) as of the Effective Date, Partner includes the Licensed Content in certain RSS feeds, in certain widgets on third-party sites, and in Partner's Trulia for Agents mobile applications, which uses of the Licensed Content by Partner are not permitted under this Agreement; (b) notwithstanding any provision to the contrary contained herein, Partner shall have a period of ninety (90) days following the Effective Date within which to remove the Licensed Content from such RSS feeds and widgets and the Trulia for Agents mobile applications; and (c) Partner's inclusion of the Licensed Content in such RSS feeds and widgets and the Trulia for Agents mobile applications during such initial ninety (90) day period only shall not be considered a breach of this Agreement. Notwithstanding the foregoing, no provision of this Section 5.13 shall be construed to permit Partner, during the ninety (90) day period immediately following the Effective Date, to utilize the Licensed Content in any RSS feed, widget, or mobile application in which the Licensed Content did not appear immediately prior to the Effective Date.

**6 FEES.** Beginning on the Effective Date and continuing throughout the Term, Partner shall pay to MSI a base monthly licensing fee of [\*\*\*] per month (the “**Base Monthly Fee**”), payable in advance of each month. In addition, in the event that Partner, at any time during the Term, adds any Additional Site(s) to the Partner Network as described in Section 1.10 hereof, then Partner shall pay an additional monthly licensing fee of [\*\*\*] per month (the “**Additional Site Fee**”) for each such Additional Site. MSI will invoice Partner for the Base Monthly Fee and any Additional Site fees at the beginning of each month. Partner shall pay the amount of each invoice within thirty (30) days after the date of MSI’s invoice. All payments under this Agreement are exclusive of taxes imposed by any governmental entity. Partner shall pay any applicable sales taxes. MSI shall pay any applicable taxes, including use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to MSI’s business as described under this Agreement, including penalties and interest, but specifically excluding taxes based upon Partner’s net income.

**7 MLS-SOURCED DATA.** In the event that Partner begins, at any time during the Term, to directly or indirectly operate any business or platform that distributes MLS-Sourced Data (as defined below) to any website outside of the Partner Network (excluding any website that Partner hosts and/or operates on behalf of an individual real estate broker or agent that is branded with such real estate broker or agent’s branding and that adheres to the then-current IDX rules), Partner shall provide MSI prompt written notice of such, which written notice must be provided no later than the earlier of: (a) ten (10) days after the date on which Partner first enters into an agreement with a content source pursuant to which Partner acquires MLS-Sourced Data, or rights thereto, for distribution to any website outside of the Partner Network; and (b) ninety (90) days prior to Partner actually beginning to directly or indirectly operate any such business or platform. In the event that Partner provides such notice to MSI, MSI shall be permitted to terminate this Agreement at any time thereafter, effective immediately upon written notice to Partner. Such termination right is in addition to the termination rights contained in Section 12.2 hereof. As used herein, “**MLS-Sourced Data**” shall mean data pertaining to real properties that Partner receives or accepts either (i) directly from a multiple listing service, or (ii) from one or more third-parties that receive such data, either directly or indirectly, from a multiple listing service.

**8 WARRANTIES AND DISCLAIMER.** Each party represents and warrants that it has full power and authority to enter into the Agreement. Except as expressly provided for herein, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT.

**9 INDEMNIFICATION.** Partner will indemnify, defend, or at its option settle, any third party lawsuit or proceeding brought against MSI, its Affiliates, and any of their respective officers, directors, employees and agents, based upon or otherwise arising out of: (1) a claim alleging facts that would constitute a breach of Partner’s warranties per this Agreement, and (2) Partner’s use of Licensed Content other than in accordance with the terms hereof. Partner’s obligations under this Section 9 shall be conditioned on MSI : (i) promptly notifying Partner of such claim, (ii) providing Partner with reasonable information, assistance and cooperation, at Partner’s expense, in defending the lawsuit or proceeding, and (iii) giving Partner full control and sole authority over the defense and settlement of such claim, subject to MSI’s approval of any settlement that would require MSI to make an admission of liability or pay any amounts, which approval will not be unreasonably withheld or delayed.

**10 LIMITATION OF LIABILITY.** EXCEPT FOR (I) PARTNER’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, AND (II) BREACHES OF CONFIDENTIALITY UNDER SECTION 11, (A) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN, AND (B) IN NO EVENT SHALL EITHER PARTY’S TOTAL AGGREGATE LIABILITY FOR ANY AND

[\*\*\*] Information has been omitted and submitted separately to the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED [\*\*\*]. The parties agree that (i) the mutual agreements made in this Section reflect a reasonable allocation of risk, and (ii) that each party would not enter into the Agreement without these limitations on liability.

**11 CONFIDENTIALITY; PR.** Information that is disclosed by one party to the other party, and that is marked "confidential" (including this Agreement), will be treated as confidential by the receiving party. The receiving party will not disclose to a third party such information, or use such information other than for the purposes for which it was provided, without the written consent of the other party; this limitation will apply for a period of one year after disclosure of such confidential information. The foregoing limitations do not apply to the extent such information: (a) is or subsequently becomes publicly available other than through a breach of these limitations; (b) is already known to the receiving party at the time of disclosure; (c) is developed by the receiving party independent of such information; or (d) is rightfully received from a third party without restrictions on disclosure or use. Neither party will issue any public announcement regarding the existence or content of this Agreement without the other party's prior written approval. Notwithstanding the foregoing: (y) either party may include the other party's marks, names and logos in presentations, marketing materials, and customer lists for general marketing purposes with prior written approval by the other party and provided such use is in accordance with the trademark and logo usage guidelines provided by a party; and (z) no provision of this Section 11 shall be construed to prevent either party from exercising its rights or performing its obligations as set forth in Exhibit B hereto. In addition, notwithstanding the foregoing, either party may disclose this agreement to its accountants, attorneys and financial advisors and, with prior written notice to the other party, as required by law, rule or regulation.

## **12 TERM AND TERMINATION.**

**12.1 Term.** This Agreement will begin on the Effective Date and, unless earlier terminated in accordance with this Agreement, will expire forty-eight (48) months thereafter (the "Initial Term"). Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party notifies the other party in writing of its intent to not renew at least ninety (90) days prior to the end of the then-current term (the Initial Term and all such renewal terms, collectively, the "Term").

**12.2 Termination.** Either party may terminate this Agreement: (a) immediately upon written notice to the other party if (1) the other party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business, or (2) the other party breaches Section 11 of this Agreement (Confidentiality; PR) in a manner that has a reasonable likelihood of causing material harm to the other party's business; or (b) if the other party materially breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. Such termination rights are in addition to the termination right contained in Sections 7 and 12 hereof.

**12.3 Effects of Termination, Expiration.** Immediately upon the expiration or termination of this Agreement for any reason, Partner will cease all use display of Licensed Content to End Users. Sections 3.2, 3.3, 6 (with respect to amounts that become due during the Term only), and 8 through 13 will survive any termination or expiration of this Agreement. If Agreement is terminated as a result of MSI's material breach of this Agreement, MSI will promptly refund to Partner that portion of any payment, if any, made by Partner intended to cover any portion of the remainder of the Term.

**13 MISCELLANEOUS.** Each party will comply with all laws, rules and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement. All notices will be in English and in writing and (a) if sent to MSI to the address identified above and (b) if sent to Partner to address identified above. Notice will be deemed given (i) upon receipt when delivered personally, (ii) upon written verification of receipt from overnight courier, or (iii) upon verification of receipt of registered or certified mail. Except as expressly set forth herein, neither party may assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, provided however that: (y) MSI may assign its rights or delegate its obligations hereunder to any person or entity that acquires all or substantially all of its assets, provided however that MSI shall provide Partner written notice of such assignment or delegation promptly thereafter; and (z) Partner may assign its rights or delegate its obligations hereunder to any person or entity that acquires all or substantially all of its assets, provided however that (i) Partner must provide MSI with written notice of any such assignment or delegation no less than ten (10) days prior to the effectiveness of any such assignment or delegation, and (ii), in the event that such assignment or delegation is to any of the entities listed on Exhibit E hereto, MSI shall be permitted, in its sole

[\*\*\*] Information has been omitted and submitted separately to the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

discretion, to terminate this Agreement at any time within thirty (30) days after receiving such notice, effective immediately upon providing written notice of termination to Partner. No more than one (1) time per calendar year, MSI, in its sole discretion, may add entities to and/or remove entities from Exhibit E upon written notice to Partner, provided that Exhibit E shall at no time contain in excess of thirty (30) entities. Any assignment or other transfer of rights or delegation by a party in accordance with this Section 13 shall not operate to relieve such assigning party of its responsibilities under this Agreement. The assigning party will require its assignees, transferees, or delegates to agree, in writing, to the terms and conditions of this Agreement. This Agreement and any claim or dispute of whatever nature arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of California and applicable federal U.S laws, without giving effect to any choice of law principles that would require the application of the laws of a different state. This Agreement may be executed in counterparts, including facsimile counterparts, each of which will be deemed an original and all of which when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the Effective Date.

**Move Sales, Inc.**

By: /s/ Luke A. Glass  
Print Name: Luke A. Glass  
Title: VP and GM  
Date: 6/19/12

**Trulia, Inc.**

By: /s/ Peter Flint  
Print Name: Pete Flint  
Title: CEO  
Date: 18<sup>th</sup> June 2012

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**EXHIBIT A****PARTNER SERVICES DESCRIPTION****The Trulia Real Estate Network:**

- m.trulia.com
- American Towns; <http://Americantowns.trulia.com>
- CNNMoney; <http://CNNmoney.trulia.com>
- The Washington Post; <http://TheWashingtonpost.trulia.com>
- schoolmatters; <http://schoolmatters.trulia.com>
- usnews; <http://usnews.trulia.com>
- residentialnyc; <http://residentialnyc.trulia.com>
- kiplinger; <http://kiplinger.trulia.com>
- zidaho; <http://zidaho.trulia.com>
- villagevoice; <http://villagevoice.trulia.com>
- gazettermailhomes; <http://gazettermailhomes.trulia.com>
- showmelocal; <http://shwomelocal.trulia.com>
- hdhomes; <http://hdhomes.trulia.com>
- maineville; <http://mainville.trulia.com>
- fizber; <http://fizber.trulia.com>
- columbiatribune; <http://columbiatribune.trulia.com>
- citizentribune; <http://citizentribune.trulia.com>
- thesunchronicle; <http://thesunchronicle.trulia.com>
- ozarkshomehunter; <http://ozarkshomehunter.trulia.com>
- woodtv; <http://woodtv.trulia.com>
- jerseydevilhomes; <http://jerseydevilhomes.trulia.com>
- wwlp; <http://wwlp.trulia.com>
- sentx; <http://sentx.trulia.com>
- sptimes; <http://sptimes.trulia.com>
- spokesmanhomes; <http://spokesmanhomes.trulia.com>
- intagent; <http://intagent.trulia.com>
- salisburypost; <http://salisbury.trulia.com>
- homes-online; <http://homes-online.trulia.com>
- realestatestjoe; <http://realestatestjoe.trulia.com>
- miaminewtimes; <http://miaminewtimes.trulia.com>
- gethomesnh; <http://gethomes.trulia.com>
- goskagit; <http://goskagit.trulia.com>
- lasvegassun; <http://lasvegassun.trulia.com>
- southwesthomesnow; <http://southwesthomesnow.trulia.com>
- westword; <http://westword.trulia.com>
- lawweekly; <http://lawweekly.trulia.com>
- wtnh; <http://wtmh.trulia.com>
- mainehomeseller; <http://mainehomeseller.trulia.com>
- ztucson; <http://ztucson.trulia.com>
- westusarealty; <http://westusarealty.trulia.com>
- wivb; <http://wivb.trulia.com>
- ccp; <http://ccp.trulia.com>
- bakersfieldhomes; <http://bakersfieldhomes.trulia.com>
- tullahomanews; <http://tullahomanews.trulia.com>
- monroenews; <http://monroenews.trulia.com>
- portlandcom; <http://portlandcom.trulia.com>
- lincolncountyjournal; <http://lincolncountyjournal.trulia.com>
- rft; <http://rft.trulia.com>
- wish; <http://wish.trulia.com>

- manchestertimes;http://manchestertimes.trulia.com
- seattleweekly;http://seattleweekly.trulia.com
- aikenstandard;http://aikenstandard.trulia.com
- wthi;http://wthi.trulia.com
- fox11online;http://fox11online.trulia.com
- heraldchronicle;http://heraldchronicle.trulia.com
- coastsider;http://coastsider.trulia.com
- carrollcountytimes;http://carrollcountytimes.trulia.com
- fox10tv;http://fox10tv.trulia.com
- wdtv;http://wdtv.trulia.com
- homebuyerky;http://homebuyerky.trulia.com
- kvue;http://kvue.trulia.com
- ocweekly;http://ocweekly.trulia.com
- northjersey;http://northjersey.trulia.com
- sfexaminer;http://sfexaminer.trulia.com
- realestateweeklykc;http://realestateweeklykc.trulia.com
- lascrucesrealestateinfo; http://lascrucesrealestateinfo.trulia.com
- wane;http://wane.trulia.com
- elkvalleytimes;http://elkvalleytimes.trulia.com
- krqe;http://krqe.trulia.com
- king5;http://king5.trulia.com
- zilpy;http://zilpy.trulia.com
- micohomes;http://micohomes.trulia.com
- asun;http://asun.trulia.com
- kxan;http://kxan.trulia.com
- krem;http://krem.trulia.com
- plattsmouthjournal;http://plattsmouthjournal.trulia.com
- de\_zaphomes;http://de\_zaphomes.trulia.com
- thecentralvirginian;http://thecentralvirginian.trulia.com
- abcnewspapers;http://abcnewspapers.trulia.com
- wlfi;http://wlfi.trulia.com
- firesideguard;http://firesideguard.trulia.com
- neworleanshome;http://neworleanshome.trulia.com
- eriehomes;http://eriehomes.trulia.com
- az\_zaphomes;http://az\_zaphomes.trulia.com
- ramonasentinel;http://ramonasentinel.trulia.com
- louisianapressjournal;http://louisianapressjournal.trulia.com
- northumberlandcho;http://northumberlandcho.trulia.com
- northernnecknews;http://northernnecknews.trulia.com
- grundycountyherald;http://grundycountyherald.trulia.com
- newtimesbpb;http://newtimesbpb.trulia.com
- nvdaily;http://nvdaily.trulia.com
- pegasusnews;http://pegasusnews.trulia.com
- hermannadvertiserCourier; http://hermannadvertiserCourier.trulia.com
- myareanetwork;http://myareanetwork.trulia.com
- bowlinggreentimes;http://bowlinggreentimes.trulia.com
- carolineprogress;http://carolineprogress.trulia.com
- fl\_zaphomes;http://fl\_zaphomes.trulia.com
- cvhp;http://cvhp.trulia.com
- komonews;http://komonews.trulia.com
- foxtoledo;http://foxtoledo.trulia.com
- mycentraloregon;http://mycentraloregon.trulia.com
- thephoenix;http://thephoenix.trulia.com
- goochlandcourier;http://goochlandcourier.trulia.com
- katu;http://katu.trulia.com
- metrohartfordhomes;http://metrohartfordhomes.trulia.com

- grandjunctioncom;http://grandjunctioncom.trulia.com
- heraldprogress;http://heraldprogress.trulia.com
- oklahomacitycom;http://oklahomacitycom.trulia.com
- spokanecom;http://spokanecom.trulia.com
- elsberrydemocrat;http://elsberrydemocrat.trulia.com
- hcnews;http://hcnews.trulia.com
- wpri;http://wpri.trulia.com
- wavy;http://wavy.trulia.com/
- chattanoogacom;http://chattanoogacom.trulia.com/
- vandalialeader;http://vandalialeader.trulia.com
- allaboutdarien;http://allaboutdarien.trulia.com/
- bgdailynews;http://bgdailynews.trulia.com
- kgw;http://kgw.trulia.com
- urbantulsa;http://urbantulsa.trulia.com
- sdn;http://sdn.trulia.com/
- md\_zaphomes;http://md\_zaphomes.trulia.com
- shemcreeksc;http://shemcreeksc.trulia.com/
- silvar;http://silvar.trulia.com/
- newhavenleader;http://newhavenleader.trulia.com/
- insidetoday;http://insidetoday.trulia.com
- daytoncom;http://daytoncom.trulia.com
- bestbuy-realestate;http://bestbuy-realestate.trulia.com/
- kdhrealestate;http://kdhrealestate.trulia.com/
- thisweeklive;http://thisweeklive.trulia.com/
- kval;http://kval.trulia.com/
- mybankloans;http://mybankloans.trulia.com/
- parade;http://parade.trulia.com/
- nashvillescene;http://nashvillescene.trulia.com/
- alabamawebpage;http://alabamawebpage.trulia.com/
- southwest-montana-real-estate;
- http://southwest-montana-real-estate.trulia.com/
- 2news;http://2news.trulia.com/
- foxbusiness;http://foxbusiness.trulia.com/
- phoenixreic;http://phoenixreic.trulia.com
- floridawebpage;http://floridawebpage.trulia.com
- yumacom;http://yumacom.trulia.com
- erstarnews;http://erstarnews.trulia.com
- hcnonline;http://hcnonline.trulia.com
- 2newstv;http://2newstv.trulia.com
- bdmainehomes;http://bdmainehomes.trulia.com
- bakersfieldnow;http://bakersfieldnow.trulia.com
- chapelhillmagazin;http://chapelhillmagazine.trulia.com
- comcast;http://comcast.trulia.com
- delawarerealestatenow;http://delawarerealestatenow.trulia.com
- durhammag;http://durhammag.trulia.com
- homebuyinginstitute;http://homebuyinginstitute.trulia.com
- kidk;http://kidk.trulia.com
- klewvtv;http://klewvtv.trulia.com
- kpvc;http://kpvc.trulia.com
- ktvb;http://ktvb.trulia.com
- laramieboomerang;http://laramieboomerang.trulia.com
- leesburgtoday;http://leesburgtoday.trulia.com
- longislandpress;http://longislandpress.trulia.com
- mortgagecalculator;http://mortgagecalculator.trulia.com
- mortgagesum;http://mortgagesum.trulia.com
- ourcoloradonews;http://ourcoloradonews.trulia.com



- 
- reporterherald;http://reporterherald.trulia.com
  - wpri;http://wpri.trulia.com
  - areahomes4sale;http://areahomes4sale.trulia.com

**Partner Mobile Applications:**

- Trulia iPhone App
- Trulia iPad App
- Trulia Android App
- Trulia Kindle App
- Trulia Android Tablet App
- Trulia Rentals (iPhone)
- Trulia Rentals (Android)

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**EXHIBIT B**  
**MARKETING PLAN**

Marketing.

1. MSI shall perform the following marketing tasks:

- MSI shall include the logo and short description of Partner in the Platform for display to all registered brokers.
- MSI may make available to Partner additional marketing opportunities as they become available.

2. During the Term, Partner shall publicly endorse MSI as a preferred syndication partner and shall publicly endorse the Platform as (a) "Trulia's largest partner for listing syndication"; (b) "one of the most accurate and timely data feeds"; and (c) a "trusted partner for communicating Trulia's metrics through the Platform's reporting". Partner shall make such endorsement via a joint press release, the content and form of which shall be agreed to by the parties, which approval shall not be unreasonably withheld or delayed, issued upon the execution of the Agreement and via such other means as Partner and MSI shall agree from time to time.

3. Notwithstanding any provision to the contrary contained in the Agreement, each party shall be permitted to disclose, in connection with such party's customer support, marketing, and promotional efforts, and/or in connection with performing such party's obligations under the Agreement: (a) the fact that the parties have entered into an agreement pursuant to which MSI will provide the Licensed Content to Partner for display within the Partner Services and Partner will provide reporting metrics to MSI, (b) the terms on which such Licensed Content may be displayed or used within the Partner Services, as set forth in Section 5 of the Agreement, and (c) the types of reporting metrics that will be provided, as set forth in Section 5 of the Agreement.

## EXHIBIT C

## LICENSED CONTENT DATA SPECIFICATION

## ListHub Listing Data Fields

Address 1	List Office Address 1	Cooling Systems
Address 2	List Office Address 2	Has Deck Y/N
City	List Office City	Has Disabled Access Y/N
State	List Office State	Has Dock Y/N
Postal Code	List Office Postal Code	Has Doorman Y/N
Country	List Office Country	Has Double Pane Windows Y/N
List Price	List Office Website	Has Elevator Y/N
Listing URL	Brokerage Name	Exterior Types
Provider Name	Brokerage Phone	Has Fireplace Y/N
Bedrooms	Brokerage Email	Floor Coverings
Bathrooms	Brokerage Website URL	Has Garden Y/N
Property Type	Brokerage Address 1	Has Gated Entry Y/N
Property Sub Type	Brokerage Address 2	Has Greenhouse Y/N
Listing Key	Brokerage City	Heating Fuels Y/N
Listing Category (Sale, Rent)	Brokerage State	Heating Systems Y/N
Listing Status	Brokerage Postal Code	Has Hot Tub Spa Y/N
Disclose Address Y/N	Brokerage Country	Intercom Y/N
Automated Valuation Display Y/N	Franchise Name	Has Jetted Bath Tub
Consumer Comments Y/N	Latitude	Has Lawn Y/N
Photo URLs	Longitude	Legal Description
Photo Modification Timestamp	Elevation	Has Mother In Law Y/N
Listing Description (Public Remarks)	Directions	Is New Construction Y/N
Mls Id	County	Num Floors
Mls Name	Parcel Id	Num Parking Spaces
Mls Number	Subdivision	Parking Types
Living Area	Neighborhood Name	Has Patio Y/N
Lot Size	Open House Date	Has Pond Y/N
Year Built	Open House Start Time	Has Pool Y/N
Listing Date	Open House End Time	Has Porch
Listing Title	Open House Description	Roof Types
Full Bathrooms	Elementary School Name	Room Count
Partial Bathrooms	Middle School Name	Room Types
Foreclosure Status	High School Name	Has RV Parking Y/N
List Agent First Name	School District Name	Has Sauna Y/N
List Agent Last Name	Annual Tax Fee	Has Security System Y/N
List Agent Phone	Monthly Association Fee	Has Skylight Y/N
List Agent Email	Appliances	Has Sports Court Y/N
List Agent Website URL	Architecture Style	Has Sprinkler System Y/N
List Agent Id	Has Attic Y/N	Has Vaulted Ceiling Y/N
List Agent License Number		
Virtual Tour URLs	Has Barbecue Area Y/N	View Types
Video URLs	Has Basement Y/N	Is Waterfront Y/N
List Office Key	Building Unit Count	Has Wet Bar Y/N
List Office Id	Is Cable Ready Y/N	Is Wired Y/N
List Office Name	Has Ceiling Fan Y/N	Year Updated
List Office Phone Number	Condo Floor Num	Modification Timestamp

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**EXHIBIT D**  
**REPORTING FORMAT SPECIFICATIONS**

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Confidential – Platform Services Agreement

\*\*\* Information has been omitted and submitted separately to the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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**EXHIBIT E**  
**LIST OF ENTITIES**

[\*\*]

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Confidential – Platform Services Agreement

[\*\*] Information has been omitted and submitted separately to the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**EXHIBIT "B"**

**EXHIBIT B**

8-K 1 d763109d8k.htm FORM 8-K

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of Earliest Event Reported): July 28, 2014**

**ZILLOW, INC.**  
(Exact name of registrant as specified in its charter)

**Washington**  
(State or other jurisdiction of  
incorporation or organization)

**001-35237**  
(Commission  
File Number)

**20-2000033**  
(I.R.S. Employer  
Identification Number)

**1301 Second Avenue, Floor 31, Seattle, Washington**  
(Address of principal executive offices)

**98101**  
(Zip Code)

**(206) 470-7000**  
**https://twitter.com/zillow**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))



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**Item 1.01. Entry into a Material Definitive Agreement.**

On July 28, 2014, Zillow, Inc., a Washington corporation ("Zillow"), Zebra Holdco, Inc., a Washington corporation ("HoldCo"), and Trulia, Inc., a Delaware corporation ("Trulia") entered into an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Zillow will acquire Trulia.

The Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, (i) a newly-organized Washington corporation, and wholly owned subsidiary of HoldCo ("Zillow Merger Sub"), will merge with and into Zillow (the "Zillow Merger"), with Zillow as the surviving entity, and (ii) a newly-organized Delaware corporation, and wholly owned subsidiary of HoldCo ("Trulia Merger Sub"), will merge with and into Trulia (the "Trulia Merger" and, together with the Zillow Merger, the "Mergers"), with Trulia as the surviving entity. As a result of the Mergers, both Zillow and Trulia will become wholly-owned subsidiaries of HoldCo.

Pursuant to the terms of the Merger Agreement, at the effective time of the Zillow Merger (the "Zillow Merger Effective Time"), by virtue of the Zillow Merger and without any action on the part of any shareholder, (i) each share of Class A common stock, par value \$0.0001 per share, of Zillow ("Zillow Class A Common Stock") will be converted into the right to receive one share of Class A common stock, par value \$0.0001 per share, of HoldCo ("HoldCo Class A Common Stock"), and (ii) each share of Class B common stock, par value \$0.0001 per share, of Zillow ("Zillow Class B Common Stock") will be converted into the right to receive one share of Class B common stock, par value \$0.0001 per share, of HoldCo. The Merger Agreement provides that, at the Zillow Merger Effective Time, all Zillow equity awards as of immediately prior to the Zillow Merger Effective Time will be assumed by HoldCo.

Pursuant to the terms of the Merger Agreement, at the effective time of the Trulia Merger (the "Trulia Merger Effective Time"), by virtue of the Trulia Merger and without any action on the part of any stockholder, each share of common stock, par value \$0.00001 per share, of Trulia ("Trulia Common Stock"), will be converted into the right to receive 0.444 of a share of HoldCo Class A Common Stock. The Merger Agreement provides that, at the Trulia Merger Effective Time, all Trulia equity awards as of immediately prior to the Trulia Merger Effective Time will be assumed by HoldCo.

The Trulia Merger Effective Time is expected to occur promptly after the Zillow Merger Effective Time.

***Listing of HoldCo Class A Common Stock and Percentage Ownership of HoldCo***

The shares of HoldCo Class A Common Stock are expected to be listed on the NASDAQ Global Select Market. Based on the number of shares of Zillow Class A Common Stock, Zillow Class B Common Stock and the number of shares of Trulia Common Stock, in each case, expected to be issued and outstanding immediately prior to the effective time of the Mergers, it is expected that, immediately following the effective time of the Mergers, the former shareholders of Zillow will own approximately 67% of HoldCo and the former stockholders of Trulia will own approximately 33% of HoldCo.

***Governance***

HoldCo will have a Board of Directors consisting initially of ten directors, including the eight individuals who are members of the Board of Directors of Zillow (the "Zillow Board") immediately prior to the Zillow Merger Effective Time and two members of the existing Board of Directors of Trulia (the "Trulia Board") who are mutually agreed to by Zillow and Trulia.

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**Merger Agreement**

Each of Zillow and Trulia has made customary representations, warranties and covenants in the Merger Agreement, including, among others, covenants: (a) to conduct their respective businesses in the ordinary course, consistent with past practice, during the interim period between the execution of the Merger Agreement and the consummation of the Mergers; (b) not to solicit competing proposals during such period; (c) to convene and hold meetings of Zillow's shareholders and Trulia's stockholders to approve the Mergers; and (d) that, subject to certain exceptions, the Zillow Board and the Trulia Board will each recommend that their respective shareholders or stockholders approve the Mergers.

Consummation of the Zillow Merger and the Trulia Merger are each subject to customary conditions, including: (a) approval of the Merger Agreement by Zillow's shareholders and Trulia's stockholders; (b) expiration or termination of the waiting period under Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended; (c) absence of any applicable restraining order or injunction prohibiting the Mergers; (d) effectiveness of a registration statement on Form S-4; (e) absence of a material adverse effect with respect to each of Zillow and Trulia; (f) accuracy of the representations and warranties of each party, subject to specified materiality thresholds; (g) performance in all material respects by each party of its obligations under the Merger Agreement; (h) authorization for listing the HoldCo Class A Common Stock on the NASDAQ Global Select Market; and (i) with respect to Zillow, the absence of certain legal proceedings that seek to restrain the Mergers or restrict the businesses of Zillow or Trulia.

The Merger Agreement contains termination rights for Trulia and Zillow applicable upon: (a) a final non-appealable order or other action prohibiting the Mergers; (b) the eighteen-month anniversary of the date of the Merger Agreement; (c) the failure of either Zillow's shareholders or Trulia's stockholders to approve the Mergers by the required vote; (d) a breach by the other party that cannot be cured within 30 days' notice of such breach, if such breach would result in the failure of the conditions to closing set forth in the Merger Agreement; (e) certain "triggering events," including a change in recommendation relating to the Mergers by the other party's Board; and (f) in certain circumstances, Trulia's entry into a contract with respect to a superior proposal.

If the Merger Agreement is terminated in certain circumstances, Zillow or Trulia, as applicable, would be required to pay the other a termination fee of \$69.8 million. In addition, the Merger Agreement provides that, in certain other circumstances, Zillow would be required to pay Trulia a termination fee of \$150 million.

The foregoing description of the Merger Agreement and the transactions contemplated thereby is not complete and is subject to and qualified in its entirety by reference to the Merger Agreement, a copy of which is attached hereto as Exhibit 2.1 and the terms of which are incorporated herein by reference.

The Merger Agreement has been included to provide investors and security holders with information regarding its terms. It is not intended to provide any other financial information about Zillow, Trulia, or their respective subsidiaries and affiliates. The representations, warranties and covenants contained in the Merger Agreement were made only for purposes of that agreement and as of specific dates; were solely for the benefit of the parties to the Merger Agreement; may be subject to limitations agreed upon by the parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts; and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Zillow's shareholders and Trulia's stockholders and other investors are not third-party beneficiaries under the Merger Agreement and should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of Zillow, Trulia, or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in public disclosures by Zillow and Trulia.

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### ***Voting Agreements***

Concurrently with the execution and delivery of the Merger Agreement, certain members of the Trulia Board entered into voting agreements with Zillow (collectively, the "Trulia Voting Agreements") pursuant to which such individuals have agreed, among other things, to vote their respective shares of Trulia Common Stock for the adoption of the Merger Agreement and against any proposal made in opposition to, or in competition with, the Mergers or any other transactions contemplated by the Merger Agreement, and against any action or agreement that would prevent or delay the consummation of, the transactions contemplated by the Merger Agreement.

Concurrently with the execution and delivery of the Merger Agreement, Richard Barton and Lloyd Frink, the Executive Chairman and Vice Chairman, respectively, of the Zillow Board (the "Founders"), who are also the only holders of Zillow's Class B Common Stock, entered into a voting agreement with each other (the "Zillow Voting Agreement") pursuant to which the Founders have agreed, among other things, to vote their respective shares of Zillow Class B Common Stock for the approval of the Merger Agreement, against any proposal made in opposition to, or in competition with, the Mergers or any other transactions contemplated by the Merger Agreement, and against any action or agreement that would prevent or delay the consummation of, the transactions contemplated by the Merger Agreement. In the Merger Agreement, Zillow has agreed to undertake such actions as are necessary or advisable to cause the shares of Zillow Class B Common Stock that are subject to the Zillow Voting Agreement to be voted in accordance with the terms of such agreement.

The individuals signing the Trulia Voting Agreements currently beneficially own an aggregate of approximately 7.4% of the outstanding Trulia Common Stock, and the individuals signing the Zillow Voting Agreement currently control a majority of the voting power of Zillow's outstanding common stock. The foregoing description of the Trulia Voting Agreements and the Zillow Voting Agreement is not complete and is subject to and qualified in its entirety by reference to the form of Trulia Voting Agreement and the Zillow Voting Agreement, copies of which are attached hereto as Exhibit 99.1 and Exhibit 99.2 and the terms of which are incorporated herein by reference.

### ***Forward-Looking Statements***

This Current Report on Form 8-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 that involve risks and uncertainties, including, without limitation, statements regarding Zillow's proposed acquisition of Trulia; operational and organizational details of the combined company; the way in which the transaction will impact consumers, real estate professionals, and industry partners; the ability of the combined company to innovate; our ability to realize opportunities of scale; the migration of advertising dollars in the real estate sector to online and mobile; the growth rate of Zillow; and our ability to deliver greater return on investment to our advertisers. Statements containing words such as "may," "believe," "anticipate," "expect," "intend," "plan," "project," "will," "projections," "estimate," or similar expressions constitute forward-looking statements. Such forward-looking statements are subject to significant risks and uncertainties and actual results may differ materially from the results anticipated in the forward-looking statements. Factors that may contribute to such differences include, but are not limited to, the risk that expected cost savings or other synergies from the transaction may not be fully realized or may take longer to realize than expected; the risk that the businesses may not be combined successfully or in a timely and cost-efficient manner; the possibility that the transaction will not close, including, but not limited to, due to the failure to obtain shareholder approval or the failure to obtain governmental approval; and the risk that business disruption relating to the merger may be greater than expected. The foregoing list of risks and uncertainties is illustrative, but is not exhaustive. Additional factors that could cause results to differ materially from those anticipated in forward-looking statements can be found under the caption "Risk Factors" in Zillow's Annual Report on Form 10-K for the year ended December 31, 2013 and in Zillow's other filings with the Securities and Exchange Commission. Except as may be required by

law, Zillow does not intend, nor undertake any duty, to update this information to reflect future events or circumstances.

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***Additional Information and Where to Find It***

In connection with the proposed transaction, Zillow and Trulia will file a joint proxy statement/prospectus with the Securities and Exchange Commission, and HoldCo will file a Registration Statement on Form S-4 with the Securities and Exchange Commission. **INVESTORS AND SECURITYHOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT AND JOINT PROXY STATEMENT/PROSPECTUS (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) REGARDING THE PROPOSED TRANSACTION WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION.** Investors and security holders will be able to obtain free copies of the registration statement and joint proxy statement/prospectus (when they become available) and other documents filed by Zillow and Trulia at the Securities and Exchange Commission's web site at [www.sec.gov](http://www.sec.gov). Copies of the registration statement and joint proxy statement/prospectus (when they become available) and the filings that will be incorporated by reference therein may also be obtained, without charge, from Zillow's website, [www.zillow.com](http://www.zillow.com), under the heading "Investors" in the "About" tab or by contacting Zillow Investor Relations at (206) 470-7137. These documents may also be obtained, without charge, from Trulia's website, [www.trulia.com](http://www.trulia.com), under the tab "Investor Relations" or by contacting Trulia Investor Relations at (415) 400-7238.

***Participants in Solicitation***

The respective directors and executive officers of Zillow and Trulia and other persons may be deemed to be participants in the solicitation of proxies in respect of the proposed transaction. Information regarding Zillow's directors and executive officers is available in its proxy statement filed with the SEC by Zillow on April 17, 2014, and information regarding Trulia's directors and executive officers is available in its proxy statement filed with the SEC by Trulia on April 22, 2014. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the joint proxy statement/prospectus and other relevant materials to be filed with the SEC (when they become available). These documents can be obtained free of charge from the sources indicated above.

**Item 9.01. Financial Statements and Exhibits****(d) Exhibits**

- |      |   |
|------|---|
| 2.1  | Agreement and Plan of Merger, dated July 28, 2014, among Zillow, Inc., Zebra Holdco, Inc. and Trulia, Inc.* |
| 99.1 | Form of Trulia Voting Agreement   |
| 99.2 | Voting Agreement, dated as of July 28, 2014, between Richard N. Barton and Lloyd D. Frink*                  |

\* Schedules omitted pursuant to Item 601(b)(2) of Regulation S-K. Zillow agrees to furnish a supplemental copy of any omitted schedule to the Securities and Exchange Commission upon request.

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ZILLOW, INC.**

By: /s/ SPENCER M. RASCOFF

Name: Spencer M. Rascoff

Title: Chief Executive Officer

Date: July 29, 2014

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**EXHIBIT INDEX**

<b><u>Exhibit No.</u></b>	<b><u>Name</u></b>
2.1	Agreement and Plan of Merger, dated July 28, 2014, among Zillow, Inc., Zebra Holdco, Inc. and Trulia, Inc.*
99.1	Form of Trulia Voting Agreement
99.2	Voting Agreement, dated as of July 28, 2014, between Richard N. Barton and Lloyd D. Frink*

\* Schedules omitted pursuant to Item 601(b)(2) of Regulation S-K. Zillow agrees to furnish a supplemental copy of any omitted schedule to the Securities and Exchange Commission upon request.

EXHIBIT "C"



**EXHIBIT C**



February 19, 2015

Via Overnight Delivery

Trulia, Inc.  
116 New Montgomery Street  
Suite 300  
San Francisco, California 94105  
Attention: Rob Cross and Pete Flint

Re: Notice of Termination of Platform Services Agreement

Dear Messrs. Cross and Flint:

As you know, Trulia, Inc. ("Trulia") and Move Sales, Inc. ("MSI") are parties to that certain Platform Services Agreement dated June 19, 2012 (the "Agreement"). Further, as you know, Trulia was recently acquired by Zillow, Inc. As a result of such acquisition, MSI hereby provides written notice to Trulia of MSI's termination of the Agreement pursuant to the provisions of Section 13 thereof. As a courtesy, such termination shall be effective on February 26, 2015.

Sincerely,

MOVE SALES, INC.

Celeste Starchild  
Vice President and General Manager, ListHub

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, SBN number, and address):

Charles H. Samel (SBN 182019)

Perkins Coie LLP

1888 Century Park East, Suite 1700  
Los Angeles, California 90067-1721

TELEPHONE NO.: (310) 788-3214

FAX NO.: (310) 843-1282

ATTORNEY FOR (Name): Plaintiff Trulia, Inc.

FOR COURT USE ONLY

FILED  
Superior Court of California  
County of San Francisco

FEB 20 2015

CLERK OF THE COURT  
BY: ROSSALY DE LA VEGA  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco

STREET ADDRESS: 400 McAllister St.

MAILING ADDRESS:

CITY AND ZIP CODE: San Francisco, CA 94102

BRANCH NAME: Civil Center Court House

CASE NAME:

Trulia, Inc., v. Move Sales, Inc.

## CIVIL CASE COVER SHEET

- ☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

## Complex Case Designation

- ☐ **Counter** ☐ **Joinder**  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

JUDGE:

DEPT:

CGC-15-544255

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

- ☐ Auto (22)  
☐ Uninsured motorist (46)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☐ Other PI/PD/WD (23)

## Non-PI/PD/WD (Other) Tort

- ☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

## Employment

- ☐ Wrongful termination (36)  
☐ Other employment (15)

## Contract

- ☒ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

## Real Property

- ☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

## Unlawful Detainer

- ☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

## Judicial Review

- ☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

## Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

- ☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

## Enforcement of Judgment

- ☐ Enforcement of judgment (20)

## Miscellaneous Civil Complaint

- ☐ RICO (27)  
☐ Other complaint (not specified above) (42)

## Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

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. ☐ Large number of separately represented parties d. ☐ Large number of witnesses  
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
c. ☐ Substantial amount of documentary evidence f. ☐ 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): Four

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: February 20, 2015

Charles H. Samel (SBN 182019)

(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

ORIGINAL

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition