

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

REX – REAL ESTATE EXCHANGE, INC.,

Plaintiff,

v.

ZILLOW, INC., et al.

Defendants.

Case No. 2:21-cv-00312-TSZ

**MOTION TO COMPEL NAR
TO PRODUCE DOCUMENTS IN
RESPONSE TO REX’S REQUESTS FOR
PRODUCTION**

**NOTE ON MOTION CALENDAR:
September 16, 2022**

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1 Plaintiff, REX – REAL ESTATE EXCHANGE, INC. (“REX”), files this Motion to Compel
2 Production of Document in Response to REX’s First Request for Production from Defendant THE
3 NATIONAL ASSOCIATION OF REALTORS (“NAR”), and in support states as follows:

4 **I. INTRODUCTION**

5 NAR’s paramount interest is to ensure that its members can charge supra competitive real
6 estate commission rates. It accomplishes this objective most directly by enforcing its Buyer-Broker
7 Commission Rule by which selling brokers are required to offer as part of a listing a non-negotiable
8 commission to participating buyer agents.

9 REX was a low-cost, internet-based real estate company unaffiliated with NAR, which was
10 publishing its listings on Zillow without making a mandatory commission offer. In early 2021, NAR
11 co-opted Zillow to join NAR and Zillow, in turn adopted NAR’s “Segregation Rule.” Pursuant to the
12 Segregation Rule, Zillow began displaying listings obtained from non-NAR affiliates, such as REX,
13 under an obscure tab denominated “Other Listings.” Once relegated to the “Other Listings” tab, REX
14 could no longer compete with NAR’s membership and its business was decimated.

15 REX has sued NAR and Zillow alleging that their anticompetitive conduct violated the
16 Sherman Act, Section 1. As this Court recognized in its Order denying NAR’s motion to dismiss,
17 REX is challenging the hand-in-glove relationship between the Buyer-Broker Commission Rule and
18 the Segregation Rule, which operate in tandem to ensure high commissions and NAR’s dominance
19 over the market for real estate brokerage services. *See* September 2, 2021 Order on Zillow and NAR’s
20 motion to dismiss at 8 (Dkt. No. 98) (“The complaint challenges not only the Segregation Rule but
21 also the Buyer Agent Commission Rule, both of which were ‘written by NAR and enforced by its
22 member MLSs’; moreover, the Buyer Agent Commission Rule allegedly ‘mandate[s] offers of
23 commissions to buyer agents.’” (citing initial complaint at ¶¶ 7 & 59)); *id.* at 12 (“First, Plaintiff
24 challenges not just the optional Segregation Rule, but also the mandatory Buyer Agent Commission
25 Rule.” (citing Compl. at ¶¶ 29, 34, & 59)).

26 NAR’s anticompetitive conduct is also the central focus of two currently pending, antitrust
27 actions. One, pending in United State District Court for the Western District of Missouri, is *Burnett*
28

1 *et al. v. The National Association of Realtors, et al.* (“*Sitzer*”).¹ Ex. A. The other, pending in the
 2 United States District Court for the Northern District of Illinois, and is styled *Moehrl v. The National*
 3 *Association of Realtors, et al.* (“*Moehrl*”). Ex. B. Both the claims and the factual allegations in the
 4 *Sitzer* and *Moehrl* cases are similar to one another as well as the allegations here. In both those cases,
 5 just as in this one, the plaintiffs are suing NAR under the Sherman Act. *See* Ex. A at ¶¶ 136–44; Ex.
 6 B at ¶¶ 151–60. Like REX here, the plaintiffs in both those cases allege that NAR has entered into a
 7 conspiracy to maintain elevated broker commissions. *See* Ex. A at ¶ 23–25; Ex. B at ¶ 9. And
 8 plaintiffs in both actions allege, as does REX here, that the core of NAR’s conspiracy to maintain
 9 artificially high commissions is NAR’s Buyer-Broker Commission Rule. *See* Ex. A at ¶ 3; Ex. B at
 10 ¶¶ 3–4.

11 As explained below, because of the substantial overlap between the legal and factual issues
 12 in the *Sitzer* and *Moehrl* cases on one hand and this case on the other hand, NAR should be compelled
 13 to produce to REX the documents in produced in *Sitzer* and *Moehrl* insofar as its production
 14 concerned the Buyer-Broker Commission Rule, its history, application, and anticompetitive impact.

15 II. THE DISCOVERY DISPUTE

16 On October 18, 2021, REX, via previous counsel, served upon NAR REX’s First Requests
 17 for Production of Documents. Ex. C. REX’s Request for Production No. 31 reads:

18 Produce all Documents relating to or produced by NAR in the *Moehrl* Antitrust
 19 Litigation or the *Sitzer* Antitrust Litigation.

20 (the “Class Action Requests”). Ex. C at 26.

21 NAR responded that it would “not collect and produce documents that are responsive to” the
 22 Class Action Requests. Ex. D at 26. In addition to providing boiler-plate objections, NAR specifically
 23 objected on the ground that “because the *Moehrl* Antitrust Litigation and the *Sitzer* Antitrust
 24 Litigation raise different claims against different parties, so documents related to those cases are not
 25 necessarily related to the claims and defenses in this one.”² *Id.*

26 _____
 27 ¹ This case is frequently referred to as “*Sitzer*” after a previous named plaintiff.

28 ² NAR did not raise confidentiality concerns, and REX is bound by the Protective Order in this case,
 which allows for Attorney’s Eyes Only designations. Dkt. 42 at 4. While NAR raised a boilerplate

1 After meeting and conferring, NAR informed REX via letter that it would not produce
2 documents in response to the Class Action Requests. Ex. E at 2.

3 **III. STANDARD**

4 Rule 26(b)(1) permits discovery of “any nonprivileged matter that is relevant to any party’s
5 claim or defense and proportional to the needs of the case, considering the importance of the issues
6 at stake in the action, the amount in controversy, the parties’ relative access to relevant information,
7 the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden
8 or expense of the proposed discovery outweighs its likely benefit.” Fed. R. Civ. P. 26(b)(1). “A
9 request for discovery should ordinarily be allowed under the concept of relevancy unless it is clear
10 that the information sought can have no possible bearing upon the subject matter of this action.”
11 *Grande v. U.S. Bank Natl. Assn.*, No. C19-333 MJP, 2020 WL 832307, at *2 (W.D. Wash. Feb. 20,
12 2020) (citation omitted).

13 If requested discovery is not answered, the requesting party may move for an order compelling
14 such discovery. Fed. R. Civ. P. 37(a)(1). While the party seeking discovery must move the court for
15 an order compelling discovery, “the burden is on the responding party to justify its objections or
16 failure” to respond to requests for production. *Gilson v. Evergreen at Talbot Rd. L.L.C.*, No. C04-
17 02126C, 2005 WL 3841864, at *2 (W.D. Wash. Nov. 1, 2005). The Ninth Circuit has held that there
18 are “liberal discovery principles” under the Federal Rules and that the party resisting discovery thus
19 carries a “heavy burden of showing” why a request for discovery should be denied. *Blankenship v.*
20 *Hearst Corp.*, 519 F.2d 418, 429 (9th Cir. 1975).

21 **IV. ARGUMENT**

22 The Ninth Circuit “strongly favors access to discovery materials to meet the needs of parties
23 engaged in collateral litigation,” as allowing “the fruits of one litigation to facilitate preparation in
24 other cases advances the interests of judicial economy by avoiding the wasteful duplication of
25 discovery.” *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1131 (9th Cir. 2003) (citations
26 omitted). Because of this, “[m]aterials produced and deposition testimony given in other litigation is

27
28 objection that producing the documents produced in *Sitzer* and *Moehrl* would be “unduly
burdensome,” there would be little to no burden of reproducing already-produced documents.

1 generally discoverable upon a showing of substantial similarity between the prior and current
 2 actions.” *Costa v. Wright Med. Tech., Inc.*, Civil Action No. 17-cv-12524, 2019 WL 108884, at *1
 3 (D. Mass. Jan. 4, 2019) (collecting cases); *see also Schneider v. Chipotle Mexican Grill, Inc.*, Case
 4 No. 16-cv-02200, 2017 WL 1101799, at *4 (N.D. Cal. Mar. 24, 2017) (ordering production of
 5 documents produced in a prior action because the two actions “have significant factual and legal
 6 overlap”); *Montgomery v. Wal-Mart Stores, Inc.*, Case No. 12cv3057, 2015 WL 11233384, at *9
 7 (S.D. Cal. July 17, 2015) (ordering the production of documents from a prior suit).

8 Here, significant factual and legal overlap exists between REX’s claims and the claims in the
 9 *Sitzer* and *Moehrl* cases, and NAR should be ordered to produce to REX the productions it made in
 10 the *Sitzer* and *Moehrl* cases. In those matters, the plaintiffs and NAR agreed to coordinate discovery
 11 served on NAR and NAR’s ensuing production because of the similarity of the plaintiffs’ allegations.
 12 *See* Ex. F at 3 (April 30, 2020 email from S. Wahl confirming that “with respect to NAR, the *Moehrl*
 13 plaintiffs agree that the agreed upon *Sitzer* search terms and custodians will also be the agreed-upon
 14 search terms and custodians for the *Moehrl* case”). And NAR has produced to the plaintiffs in *Moehrl*
 15 all documents that NAR produced in *Sitzer*. *See* Ex. G at 24 (“NAR states that it has produced in this
 16 case all documents that it has produced to plaintiffs in the *Sitzer* litigation.”).

17 **A. This Action Challenges the Buyer-Broker Commission Rule and the**
 18 **Segregation Rule that Protects the Buyer-Broker Commission Rule**

19 As noted above, this case is about NAR’s violation of the Sherman Act by engaging in
 20 anticompetitive practices, including the adoption of the Buyer-Broker Commission Rule, which
 21 requires that home sellers “make what is essentially a non-negotiable offer of compensation to any
 22 agent representing the ultimate purchaser” of a “2.5 to 3% of the sale price” as a commission to the
 23 buyer’s agent. Dkt. 99 at ¶ 7. The Buyer-Broker Commission Rule causes total real estate
 24 commissions to average about 5.5% of the sales price, compared to an average of 3.3% commission
 25 on transactions performed by REX, which has no interest in perpetuating the practice of paying
 26 buyers’ agents unnecessarily large (and increasingly unearned) commissions. *Id.* The Buyer-Broker
 27 Commission Rule, in conjunction with other conduct by NAR, “preserve sky-high real estate fees
 28 across the United States” that are “two to three times higher than in comparable international markets”

1 by ensuring that home buyers and sellers pay uniform—and highly inflated—fees during residential
 2 real estate transactions. *Id.* ¶¶ 33, 35. That rule is “the paramount reason that real estate commissions
 3 are two to three times higher in the United States than in comparable international markets.” *Id.* ¶ 58.

4 REX co-founders Jack Ryan and Lynley Sides launched REX in 2015 to disrupt the traditional
 5 real estate model by putting consumers first. REX’s innovative model drastically reduces brokerage
 6 commissions. *Id.* ¶ 6. The economic costs of that traditional real estate model are enormous. *Id.* ¶ 7.
 7 “The legacy real estate industry transfers billions of dollars in commissions every year from home
 8 sellers to brokers.” *Id.*

9 REX does not follow NAR’s anticompetitive rules,³ and instead seeks to combine “digital
 10 technology with an honest approach to every consumer relationship” to “usher in an era of zero-
 11 commission home sales where consumers would be free to move about the country without the
 12 enormous personal expense in brokering a home.” *Id.* ¶ 45. REX’s alternative model was working.
 13 “REX is driving real estate commissions down[.]” *Id.* ¶ 44.

14 With REX becoming a growing threat to the supra-competitive commission rates enshrined
 15 by the Buyer-Broker Commission Rule, NAR and Zillow reached an agreement to eviscerate that
 16 threat. Zillow joined NAR and in return agreed to enforce NAR’s Segregation Rule, which protects
 17 the Buyer-Broker Commission Rule and prohibits displaying listings for homes obtained through
 18 NAR members and the multiple listing services affiliated with NAR alongside homes listings
 19 obtained through other sources such as REX. *Id.* ¶¶ 58–62.

20 In support of NAR, Zillow (and Trulia) agreed to “segregate, conceal, and demote” REX’s
 21 listings to an “Other listings” tab seen by few consumers. *Id.* ¶¶ 60–70, 89–97. The impact on REX
 22 and competition was devastating, given the importance of Zillow for individuals looking to buy and
 23 sell homes. Over half of home buyers find their homes on the internet, and Zillow, Trulia (owned by
 24 Zillow), and Realtor.com (controlled by NAR) are the first, second, and fourth most-visited home
 25 listing aggregator sites. *Id.* ¶¶ 52–54. After Zillow redesigned its websites, views of REX’s listings
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27 ³ In addition to the Buyer-Broker Commission Rule, these include the Segregation Rule, the Global
 28 Commission-Concealment Rule, the Free-Service Rule, the Commission-Filter rules and Practices,
 and the Lockbox Policy. *Id.* ¶¶ 37, 102.

1 on Zillow’s websites “plummeted,” causing “a corresponding drop in sales and . . . lost brokerage
2 service revenues to” Plaintiff. *Id.* ¶ 90. As a result, REX was precluded from competing effectively
3 with NAR and its Realtor® members.

4 **B. The *Sitzer* Action Challenges the Buyer-Broker Commission Rule**

5 In the *Sitzer* matter, plaintiffs allege that the “cornerstone of Defendants’ conspiracy is NAR’s
6 adoption and implementation of a rule that requires all seller’s brokers to make a blanket, unilateral
7 and effectively non-negotiable offer of buyer broker compensation.” Ex. A at ¶ 3. The
8 implementation of the Buyer-Broker Commission Rule—which the *Sitzer* plaintiffs name the
9 Adversary Commission Rule—“has kept buyer broker commissions in the 2.5 to 3.0 percent range
10 for many years despite the diminishing role of buyer brokers.” *Id.* ¶ 19. Just as in this matter, the
11 *Sitzer* plaintiffs allege that NAR violated the antitrust laws by participating “in the creation,
12 maintenance, re-publication, and implementation of the Adversary Commission Rule and other
13 anticompetitive NAR rules,” which resulted in “inflated buyer-broker commission[s] and [] inflated
14 total commission[s].” *Id.* ¶¶ 138–39.

15 **C. The *Moehrl* Action Challenges the Buyer-Broker Commission Rule**

16 So too in *Moehrl*, wherein the plaintiffs’ allegations focus on the Buyer-Broker Commission
17 Rule. They allege that the “entirely foreseeable result of” implementing that rule “is that the ‘blanket’
18 offers of compensation to buyer-brokers are overwhelmingly made at or near the high level that
19 prevails in the industry and Defendants are acting to sustain.” Ex. B at ¶ 65. Just as in this matter, the
20 *Moehrl* plaintiffs allege that NAR violated antitrust law by participating “in the establishment,
21 implementation and enforcement of the Buyer-Broker Commission Rule and other anticompetitive
22 NAR rules” and then “required the implementation of and adherence to the Buyer-Broker
23 Commission Rule and other anticompetitive NAR rules.” *Id.* ¶ 154.

24 **D. The Overlap Among the Three Actions**

25 All three cases tell the same story: NAR, along with NAR’s co-conspirators, has crafted and
26 enforced the Buyer-Broker Compensation Rule and associated anticompetitive rules to maintain
27 artificially high real estate commissions. In other words, there is substantial overlap in both facts and
28 law across the three cases. While NAR will likely argue that this case challenges the Segregation

1 Rule, not the Mandatory Buyer-Broker Commission Rule, the Segregation Rule does not exist in a
2 vacuum. It serves to protect the Buyer-Broker Commission Rule from innovative and disruptive
3 companies like REX, *id.* ¶¶ 110, 114, 118, 124–25, and the operative complaint in this action clearly
4 alleges that the Buyer-Broker Commission Rule is anticompetitive, *id.* ¶¶ 7, 30–33, 35–38.

5 That REX’s complaint contains additional allegations—that NAR has enforced the
6 Segregation Rule to protect the Buyer-Broker Compensation Rule from REX’s disruption of the real
7 estate industry—in no way suggests that the documents produced in the *Sitzer* and *Moehrl* cases are
8 not reasonably likely to be relevant to REX’s case. Instead, because the factual and legal issues in the
9 *Sitzer* and *Moehrl* cases overlap, the documents produced in the *Sitzer* and *Moehrl* cases are therefore
10 reasonably likely to be relevant to the factual and legal issues in this case.

11 *Whitman v. State Farm Life Ins. Co.*, Case No. 3:19-cv-06025, 2020 WL 5526684, at *3 (W.D.
12 Wash. Sept. 15, 2020) is illustrative of why this Court should grant REX’s motion to compel. In that
13 case, plaintiffs in a putative class action against State Farm Life Insurance Company, filed in the state
14 of Washington, sought production of documents that the defendant had produced in an earlier, similar
15 action filed in Missouri. The Defendant objected to Plaintiff’s Motion to Compel on two grounds.
16 First, it argued that Plaintiff’s Request No. 1 is not “tailored to the claims, defenses and needs of [this]
17 particular case” and “improperly seeks to ‘piggyback’ on other litigation” discovery produced in the
18 Western District of Missouri case *Vogt v. State Farm Life Ins. Co.*” *Id.* at *2. Second, it contended
19 that “Plaintiff’s request for all documents produced by State Farm in *Vogt* does not satisfy his
20 discovery obligation to identify specifically the categories of documents he seeks.” *Id.*

21 The court overruled the objections and compelled production, finding the two cases “have
22 significant factual and legal overlap, with both suits against the same defendant asserting almost
23 identical claims based on the same alleged misconduct.” *Id.* at *3. The court found plaintiff had met
24 its burden of showing the requested information was relevant and rejected the contention that plaintiff
25 was making an improper “cloned request” stating: “The Court finds Defendant’s ‘cloned request’
26 argument unpersuasive. All of the cases cited by Defendant involved pending and prior lawsuits that
27 were factually and legally distinct.” *Id.* at *3.

1 Similarly, this action has “significant factual and legal overlap” with the *Sitzer* and *Moehrl*
2 actions, establishing the relevance of the requested documents. All three cases involve a Section 1
3 Sherman Act claim against NAR based in substantial part on the Buyer-Broker Commission Rule.⁴
4 Thus, just like the plaintiff in the *Whitman* action, REX has established relevance as to documents
5 concerning the Buyer-Broker Commission Rule, and NAR should be ordered to produce the requested
6 documents because any burden of producing documents previously produced would be quite limited.

7 Similarly, in *Madrid v. CertainTeed, LLC*, 2021 WL 3367253 (W.D. Wash. Aug. 3, 2021),
8 the court compelled a defendant to produce deposition transcripts and documents from an earlier case
9 because of the overlap between the two cases. The plaintiff was suing a manufacturer for allegedly
10 making defective shingles and sought information from a class action against the same manufacturer,
11 alleging certain shingles were defective. The court required the defendant to produce deposition
12 transcripts of five witnesses, a list of the deponents from the earlier action, and certain documents
13 filed under seal in connection with plaintiff’s motion for class certification and in opposition to
14 defendant’s motion for summary judgment, finding that those items were “relevant” to the plaintiff’s
15 action. *Id.* at *2-3.

16 *Kings County v. Merrill Lynch & Co., Inc.*, 2011 WL 3438491 (W.D. Wash. Aug. 5, 2011) is
17 not to the contrary. There the court denied the motion to compel because the plaintiff was suing
18 concerning a particular issuance of commercial paper, Mainsail II and Victoria Finance, *id.* at *1, but
19 the requests for production were far broader, including “information regarding other Mainsail or
20 Victoria securities besides those at issue” in plaintiff’s litigation, *id.* at *2. Accordingly, the court
21 denied the motion to compel production of governmental investigative files regarding other securities.
22 *Id.* at *3 (“Plaintiff requests copies of discovery files made in court of other investigations”).
23 Similarly, in *Hoffman v. Transworld Systems Incorporated*, 2022 WL 1800926, at *2 (W.D. Wash.
24 May 20, 2022) the plaintiff was suing Transworld Systems, Inc. (“TSI”) over TSI’s collection
25 practices regarding student loans in Washington but sought much broader discovery, including
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27 _____
28 ⁴ That is the only claim in *Moehrl. Sitzer* also includes a claim under the Missouri Merchandising
Practices Act and this case includes a state analog of the Sherman Act claim, brought under the
Washington Consumer Protection Act, as well as two additional counts against Zillow only.

1 documents relating to lenders outside Washington, *Hoffman v. Transworld Systems Incorporated*,
 2 2018 WL 5734641, at *1 (W.D. Wash., Nov. 2, 2018), *aff'd in part, rev'd in part*, 806 Fed.Appx. 549
 3 (9th Cir. 2020).

4 Here, REX seeks discovery regarding the Buyer-Broker Commission Rule, a rule that is at
 5 the center of this case as well as of the *Sitzer* and *Moehrl* cases. And it is seeking production from
 6 NAR, a defendant here, and the same defendant that produced the requested data in those two other
 7 cases where NAR is facing a similar claim under Section 1 of the Sherman Act.⁵

8 V. CONCLUSION

9 NAR should be required to produce to REX the all documents and data it produced in the
 10 *Sitzer* and *Moehrl* matters because of the substantial overlap between the legal and factual issues in
 11 this case and those matters, all of which challenge the impact of that the Buyer-Broker Commission
 12 Rule in inflating real estate commissions.

13 Dated: August 25, 2022

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25 _____
 26 ⁵ Of course, the Court can limit the production from the prior cases as it deems appropriate. *See*
 27 *Madrid*, 2021 WL 3367253, *3 (compelling production because of overlap between cases but limiting
 28 production of warranty settlement agreements to those involving “the same kind of shingles that are
 on Plaintiffs’ roofs”); *Schneider v. Chipotle Mexican Grill, Inc.*, 2017 WL 1101799, at *4 (N.D. Cal.,
 Mar. 24, 2017) (compelling production because of the similarity between the two cases but limiting
 production insofar as the class period did not overlap).

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CERTIFICATE OF GOOD FAITH

8 **I HEREBY CERTIFY** that I have in good faith conferred with counsel for the National
9 Association of Realtors regarding the discovery requests at issue in this motion, in an attempt to
10 obtain that discovery without court action.

11
12 By: /s/ Carl Goldfarb
13 Carl Goldfarb
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 25, 2022, I served foregoing document upon counsel of record listed below via e-mail:

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By: /s/ Carl Goldfarb
Carl Goldfarb

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

REX – REAL ESTATE EXCHANGE, INC.,

Plaintiff,

v.

ZILLOW, INC., et al.

Defendants.

Case No. 2:21-cv-00312-TSZ

**PROPOSED ORDER GRANTING REX’S
MOTION TO COMPEL NAR
TO ADD CUSTODIANS AND PRODUCE
DOCUMENTS**

**NOTE ON MOTION CALENDAR:
September 16, 2022**

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1 THIS MATTER comes before the Court on Plaintiff REX Real Estate Exchange Inc.'s
2 ("REX") Motion to Compel.

3 The Court has considered REX's Motion to Compel, the Declaration of Counsel in Support
4 Of REX's Motion to Compel, the response by Defendant The National Association of Realtors
5 ("NAR"), and REX's reply, along with the pleadings filed in this action. Based on the foregoing,
6 the Court hereby ORDERS that REX's Motion to Compel is GRANTED.

7 Defendant NAR shall add the seven proposed NAR employees (Bob Goldberg, Katherine
8 "Katie" Johnson, Kate Lawton, Kevin Milligan, Diane Mosley, Clifford Niersbach, and Lawrence
9 Yun) to its custodian designations and begin immediately producing ESI in the possession, custody
10 or control of Gansho and Galicia using agreed upon search terms.

11 **IT IS SO ORDERED.**

12 Dated this ___ day of _____ 2022.

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15 HONORABLE THOMAS S. ZILLY
16 UNITED STATES DISTRICT JUDGE
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1 Dated: August 25, 2022

BOIES SCHILLER FLEXNER LLP

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Attorneys for Plaintiff

CERTIFICATE OF GOOD FAITH

26 **I HEREBY CERTIFY** that I have in good faith conferred with counsel for the National
27 Association of Realtors regarding the discovery requests at issue in this motion, in an attempt to
28 obtain that discovery without court action.

By: /s/ Carl Goldfarb
Carl Goldfarb

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 25, 2022, I served foregoing document upon counsel of record listed below via e-mail:

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11 ***Attorneys for Defendant The National Association of Realtors***

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By: /s/ Carl Goldfarb
Carl Goldfarb