

1 QUINN EMANUEL URQUHART OLIVER & HEDGES, LLP  
2 Timothy L. Alger (Bar No. 160303)  
3 Steven B. Stiglitz (Bar No. 222667)  
4 865 South Figueroa Street, 10th Floor  
5 Los Angeles, California 90017-2543  
6 Telephone: (213) 624-7707  
7 Facsimile: (213) 624-0643

8 Attorneys for Defendant Roommate.com, LLC

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 FAIR HOUSING COUNCIL OF SAN )  
12 FERNANDO VALLEY; FAIR )  
13 HOUSING COUNCIL OF SAN )  
14 DIEGO, individually and on behalf of )  
15 the GENERAL PUBLIC, )  
16 Plaintiffs, )  
17 v. )  
18 ROOMMATES.COM, LLC, )  
19 Defendant. )  
20 )

CASE NO. CV03-9386 PA (RZx)

**SUPPLEMENTAL  
DECLARATION OF BRYAN  
PETERS**

Date: September 13, 2004  
Time: 1:30 p.m.  
Place: Courtroom 15

Honorable Percy Anderson

Complaint filed: December 22, 2003  
Pre-trial Conf.: October 15, 2004  
Trial Date: November 9, 2004

21  
22  
23  
24  
25  
26  
27  
28

1                                    **SUPPLEMENTAL DECLARATION OF BRYAN PETERS**

2  
3                    I, Bryan Peters, declare:

4                    1.        I make this Supplemental Declaration in support of  
5 Roommate's Motion for Summary Judgment and in opposition to plaintiffs'  
6 Motion for Summary Judgment. I am one of the principals of Roommate.com,  
7 LLC ("Defendant" or "Roommate"). I am also the President of Vianet Internet  
8 Services, LLC, which wholly owns Roommate.com, LLC. Roommate is a family  
9 business and 6 of its 10 employees are members of my family. I was the primary  
10 developer of Roommate's website("Roommates.com" or "the Site"). Except where  
11 indicated by the context, I have personal knowledge of all the facts stated here,  
12 and could testify thereto if called as a witness.

13                    2.        Neither Roommate.com, LLC nor Roommates.com existed in  
14 2001.

15                    3.        Roommates.com users post for the purpose of finding living  
16 companions and shared housing. Roommates.com users may use the Site without  
17 paying to upgrade their memberships. Some users may choose to pay to upgrade  
18 their memberships so that they can take advantage of more advanced features of  
19 the Site. These users who do pay for memberships are paying for time on the  
20 service (*i.e.* \$5.99 for a 3-day trial, \$19.99 for 30 days, and \$29.99 for 60 days).

21                    4.        No Roommate employee visits the rooms, apartments, homes,  
22 or buildings described in postings by users on Roommates.com.

23                    5.        No Roommate employee speaks with Site members to discuss  
24 the operations of the buildings or houses in which the users live.

25                    6.        Roommate does not have a financial interest in real property  
26 owned by users of its Site.

27                    7.        Roommate is not employed by landlords or users of its Site to  
28 manage buildings or houses (or screen prospective tenants for that matter).

1           8.     Roommate does not screen the postings of any user, whether the  
2 user is offering to share a home or looking for a home to share.

3           9.     Roommate is not involved in any decision-making by any  
4 person regarding postings on the Site or regarding the sharing of homes.

5           10.    Roommate is not involved in the sale or rental of dwellings.

6           11.    Roommate does not perform any of the following functions with  
7 respect to any room, apartment, home, or building lived in or owned by users of  
8 Roommates.com:

9           (a)    Establish the rental schedule that will bring the highest  
10 yield consistent with good economics.

11          (b)    Merchandise the space and collect the rent.

12          (c)    Create and supervise maintenance schedules and repairs.

13          (d)    Insure independent contractor status.

14          (e)    Set up payroll system for all employees.

15          (f)    Develop a tenant/resident relations policy.

16          (g)    Supervise employees and develop employee policies,  
17 including an Injury Prevention Plan.

18          (h)    Maintain proper records and make regular reports to the  
19 owner.

20          (i)    Qualify and investigate a prospective tenant's credit.

21          (j)    Prepare and execute leases.

22          (k)    Obtain decorating specifications and secure estimates.

23          (l)    Hire, instruct, and maintain satisfactory personnel to staff  
24 the building(s).

25          (m)    Audit and pay bills.

26          (n)    Advertise and publicize vacancies through selected media  
27 and broker lists.

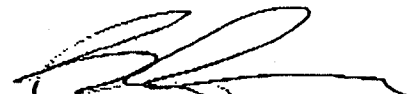
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- (o) Recommend alterations and modernization as the market dictates.
- (p) Inspect vacant space frequently.
- (q) Keep abreast of the times and competitive market conditions.
- (r) Obtain and pay insurance premiums and taxes.
- (s) Be knowledgeable about and comply with applicable Federal, State and local laws.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 27, 2004, at Phoenix, Arizona.

  
\_\_\_\_\_  
Bryan Peters

