

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

TRAVELER'S CASUALTY INSURANCE COMPANY OF AMERICA, a Connecticut corporation,

(b) County of Residence of First Listed Plaintiff State of Connecticut

(EXCEPT IN U.S. PLAINTIFF CASES)(c)

Attorneys (Firm Name, Address, and Telephone Number)

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**II. BASIS OF JURISDICTION**

(Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question  
(U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity  
(Indicate Citizenship of Parties in Item III)

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability		<input type="checkbox"/> 375 False Claims Act
<input checked="" type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 340 Marine			<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 345 Marine Product Liability			<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 350 Motor Vehicle			<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 355 Motor Vehicle Product Liability			<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice			<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract				<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habes Corpus:</b>	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 530 General	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 863 DIWC/DIWV (405(g))	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 555 Prison Condition		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
V. ORIGIN	(Place an "X" in One Box Only)		Transferred from another district (specify)	
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5
				<input type="checkbox"/> 6 Multidistrict Litigation
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): <u>28 U.S.C. §1332</u>				
Brief description of cause: Complaint for Declaratory Judgment and Reimbursement				
<b>VII. REQUESTED IN COMPLAINT:</b>		<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	<b>DEMAND \$</b>	CHECK YES only if demanded in complaint: <b>JURY DEMAND:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>VIII. RELATED CASE(S) IF ANY</b>		(See instructions): JUDGE	DOCKET NUMBER	
<b>IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)</b>		<input checked="" type="checkbox"/> SAN FRANCISCO/OAKLA ND	<input type="checkbox"/> SAN JOSE	<input type="checkbox"/> EUREKA

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 7 COMPANY OF AMERICA  
 8  
 9  
 10  
 11

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

E-filing

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 NORTHERN DISTRICT OF CALIFORNIA

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12 TRAVELERS CASUALTY INSURANCE COV  
 13 COMPANY OF AMERICA, a Connecticut  
 corporation,

14 Plaintiff,  
 15 v.

16 AMERICAN HOME REALTY  
 17 NETWORK, INC., a Delaware  
 corporation, JONATHAN J. CARDELLA,  
 18 an individual,

19 Defendants.

CASE NO. 12 2637

**COMPLAINT FOR DECLARATORY  
 JUDGMENT AND REIMBURSEMENT**

[JURY DEMAND INDORSED HEREON,  
 Fed.R.Civ.P. 38]

21 Plaintiff Travelers Casualty Insurance Company of America ("Travelers") alleges as  
 22 follows:

JURISDICTION AND VENUE

24 1. Jurisdiction of this action is founded upon 28 U.S.C. § 1332, as the parties are  
 25 citizens of different states, and the amount in controversy exceeds the sum of \$75,000, exclusive of  
 26 interest and costs.

27 2. Venue is proper in the Northern District of California pursuant to 28 U.S.C.  
 28 § 1391(a)(3), in that one or more defendants are residents of the City and County of San Francisco,

1 California, and are therefore subject to personal jurisdiction in this district at the time the action is  
 2 commenced.

3 **PARTIES**

4 3. Travelers is a corporation organized and existing under the laws of the State of  
 5 Connecticut, with its principal place of business in Hartford, Connecticut.

6 4. American Home Realty Network, Inc. ("AHR") is a corporation organized and  
 7 existing under the laws of the State of Delaware, with its principal place of business in the City and  
 8 County of San Francisco, State of California.

9 5. Travelers is informed and believes and thereon alleges that Jonathan J. Cardella  
 10 ("Cardella") is an individual residing in the City and County of San Francisco, State of California.

11 **PRELIMINARY ALLEGATIONS**

12 A. **The Travelers Insurance Policy**

13 6. Travelers issued Technology Office Pac insurance policy no. I-680-5278R919-ACJ-  
 14 10 to named insured "American Home Realty Net., Inc." for the policy period July 23, 2010 to July  
 15 23, 2011 ("the Travelers Policy"). The Travelers Policy provided commercial general liability  
 16 insurance subject to a \$2,000,000 each occurrence limit, a \$2,000,000 personal and advertising  
 17 injury limit, and a \$4,000,000 general aggregate limit. The Travelers Policy provided coverage  
 18 pursuant to all of the terms, conditions, limitations, exclusions, and endorsements contained  
 19 therein.

20 7. The Travelers Policy stated, as modified by an endorsement entitled "Amendment  
 21 of Coverage B – Personal and Advertising Injury Liability – Technology," in part:

22 **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**

23 1. **Insuring Agreement**

24 a. We will pay those sums that the insured becomes legally obligated  
 25 to pay as damages because of "personal and advertising injury" to  
 which this insurance applies. We will have the right and duty to  
 defend the insured against any "suit" seeking those damages.  
 26 However, we will have no duty to defend the insured against any  
 "suit" seeking damages for "personal and advertising injury" to  
 27 which this insurance does not apply. . . .

28

- 1           b. This insurance applies to "personal and advertising injury" caused  
2           by an offense arising out of your business but only if the offense  
          was committed in the "coverage territory" during the policy period.

3           **2. Exclusions.**

4           This insurance does not apply to:

5           \* \* \*

6           **a. Knowing Violation Of Rights Of Another**

7           "Personal and advertising injury" caused by or at the direction of  
8           the insured with the knowledge that the act would violate the rights  
          of another and would inflict "personal and advertising injury".

9           **b. Material Published With Knowledge of Falsity**

10          "Personal injury" or "advertising injury" arising out of oral or  
11          written publication, including publication by electronic means, of  
          material, if done by or at the direction of the insured with  
          knowledge of its falsity.

12          **c. Material Published Or Used Prior to Policy Period**

- 13           (1) "Personal injury" or "advertising injury" arising out of oral  
14           or written publication, including publication by electronic  
          means, of material whose first publication took place before  
          the beginning of the policy period; or
- 15           (2) "Advertising injury" arising out of infringement of  
16           copyright, "title" or "slogan" in your "advertisement"  
17           whose first infringement in your "advertisement" was  
          committed before the beginning of the policy period.

18           \* \* \*

19          *i. Intellectual Property*

20          "Personal injury" or "advertising injury" arising out of any actual or  
21          alleged infringement or violation of any of the following rights or  
          laws, or any other "personal injury" or "advertising injury" alleged  
          in any claim or "suit" that also alleges any such infringement or  
          violation:

- 23           (1) Copyright;  
24           (2) Patent;  
25           (3) Trade dress;  
26           (4) Trade name;  
27           (5) Trademark;  
28           (6) Trade secret;

**(7) Other intellectual property rights or laws.**

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
  - (2) Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

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## **SECTION V – DEFINITIONS**

\* \* \*

1. “Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
    - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
    - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

\* \* \*

14. "Personal and advertising injury" means "personal injury" or "advertising injury".

8. The "Amendment of Coverage B – Personal and Advertising Injury Liability –

Technology” endorsement contains the following additional definitions:

## **“Advertising injury”:**

- a. Means injury, other than "personal injury", caused by one or more of the following offenses:

  - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
  - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

- 1                             (a)     Appropriates a person's name voice, photograph or  
 2                                 likeness;
- 3                             (b)     Unreasonably places a person in a false light; or  
 4                             (c)     Discloses information about a person's private life; or  
 5                             (3)     Infringement of copyright, "title" or "slogan" in your  
 6                                 "advertisement", provided that the claim is made or the "suit" is  
 7                                 brought by a person or organization that claims ownership of such  
 8                                 copyright, "title" or "slogan".

- 9                             b.     Includes "bodily injury" caused by one or more of the offenses described  
 10                            in Paragraph a. above.

11                            "Personal Injury":

- 12                             a.     Means injury, other than "advertising injury", caused by one or more of  
 13                            the following offenses:
- 14                             (1)     False arrest, detention or imprisonment;
- 15                             (2)     Malicious prosecution;
- 16                             (3)     The wrongful eviction from, wrongful entry into, or invasion of the  
 17                                 right of private occupancy of a room, dwelling or premises that a person occupies,  
 18                                 provided that the wrongful eviction, wrongful entry or invasion of  
 19                                 the right of private occupancy is committed by or on behalf of the  
 20                                 owner, landlord or lessor of that room, dwelling or premises;
- 21                             (4)     Oral or written publication, including publication by electronic  
 22                                 means, or material that slanders or libels a person or organization  
 23                                 or disparages a person's or organization's goods, products or  
 24                                 services, provided that the claim is made or the "suit" is brought by  
 25                                 a person or organization that claims to have been slandered or  
 26                                 libeled, or that claims to have had its goods, products or services  
 27                                 disparaged; or
- 28                             (5)     Oral or written publication, including publication by electronic  
 29                                 means, of material that
- 30                             (a)     Appropriates a person's name, voice, photograph or  
 31                                 likeness;
- 32                             (b)     Unreasonably places a person in a false light, or  
 33                             (c)     Discloses information about a person's private life.

- 1        b. Includes "bodily injury" caused by one or more of the offenses described  
2                      in Paragraph a. above.

3        "Slogan":

- 4        a. Means a phrase that others use for the purpose of attracting attention in  
5                      their advertising.
- 6        b. Does not include a phrase used as, or in, the name of:
- 7                      (1) Any person or organization, other than you; or
- 8                      (2) Any business, or any of the premises, goods, products, services or  
9                      work, of any person or organization, other than you.

10       "Title" means a name of a literary or artistic work.

11       \* \* \*

12       9. The Travelers Policy includes an endorsement entitled, "Exclusion –  
13                      Computer Software Errors and Omissions," which states:

14       **EXCLUSION – COMPUTER SOFTWARE ERRORS AND OMISSIONS**

15       This insurance does not apply to "bodily injury," "property damage," "personal  
16                      injury" or "advertising injury" arising out of:

- 17       1. Acts, errors or omissions in the designing, developing, selling, adapting,  
18                      licensing, franchising or patenting of computer or electronic data  
19                      processing ideas, plans, designs, software, programs, specifications,  
20                      manuals, or instructions, including the failure of such material to perform  
21                      as warranted; or
- 22       2. The actual or alleged unauthorized duplication or other unauthorized use,  
23                      in whole or in part, of computer or electronic data processing ideas, plans,  
24                      designs, software, programs, specifications, manuals or instructions.

25       This exclusion applies to any obligation to share damages with or repay someone  
26                      else who must pay damages because of the injury.

27       \* \* \*

1       B.     The Underlying *Metropolitan* Action

2           10.    On March 28, 2012, Metropolitan Regional Information Systems, Inc.  
 3 ("Metropolitan") filed a complaint against AHR and Cardella in the United States District Court  
 4 for the District of Maryland, Case No. 8:12-cv-00954-AW ("the *Metropolitan* complaint"). The  
 5 *Metropolitan* complaint purports to allege claims against AHR for Direct Willful Copyright  
 6 Infringement – Reproduction; Direct Willful Copyright Infringement – Derivative Works; Direct  
 7 Willful Copyright Infringement – Public Display; Inducement of Copyright Infringement;  
 8 Contributory Copyright Infringement; Vicarious Copyright Infringement; False Designation of  
 9 Origin; Passing Off and Unfair Competition Under Section 43(a)(1)(A) of the Lanham Act against  
 10 AHR; and Tortious Conversion and Unjust Enrichment. The *Metropolitan* complaint purports to  
 11 allege a claim against Cardella for Vicarious Copyright Infringement. A true and correct copy of  
 12 the *Metropolitan* complaint is attached hereto as Exhibit 1.

13          11.    The *Metropolitan* complaint alleges:

14           This is an action for direct and secondary copyright infringement against AHR  
 15 and secondary vicarious copyright liability against Cardella, and all entities and  
 16 persons acting in concert and participation with AHR and Cardella in connection  
 17 with their infringing activities and other illegal actions. [Metropolitan] seeks to  
 18 recover damages from AHR and Cardella as the result of AHR's unauthorized  
 19 reproduction, preparation of derivative works, distribution, and public display of  
 [Metropolitan's] copyrighted [Metropolitan] database and informational content.  
 [Metropolitan] also seeks preliminary and permanent injunctive relief to prevent  
 any further damage to [Metropolitan] as a result of the unauthorized, infringing  
 activities of AHR and Cardella, and recovery of attorneys' fees to the extent  
 permitted by 17 U.S.C. § 505.

20           (Metropolitan Complaint, ¶ 1.)

21          12.    The *Metropolitan* complaint alleges that AHR is a corporation, and that "[t]he  
 22 domain name neighborcity.com is registered to AHR and AHR does business as  
 23 NeighborCity.com." (Metropolitan Complaint, ¶ 9.) The *Metropolitan* complaint alleges that  
 24 Cardella "is the CEO and President of Defendant AHR and has oversight and management  
 25 responsibility for AHR's activities, including the content of NeighborCity.com." (Metropolitan  
 26 Complaint, ¶ 11.)

1       13. The *Metropolitan* complaint alleges:

2       [Metropolitan] provides one of America's largest Multiple Listing Services  
 3       ("MLS"), facilitating more than \$100 million per day in residential real estate  
 4       transactions in the Mid-Atlantic region. [Metropolitan] is charged with the  
 5       responsibility of creating, maintaining, operating, protecting, and providing  
 6       authorized, licensed subscribers and other authorized licensees access to and use  
 7       of a copyrighted automated database consisting of a compilation of regional real  
 8       estate property listings and related and related informational content (collectively,  
 9       the 'MRIS Database'). [Metropolitan] delivers real estate information, such as  
 10      inventory and pricing, and provides through its system and services immediate,  
 11      high quality, and actionable data to over 40,000 real estate professionals,  
 12      including agents, brokers, and appraisers. [Metropolitan] listings information is  
 13      also available to consumers in limited form via a free portal,  
 14      [www.homesdatabase.com](http://www.homesdatabase.com) and to journalists and others via the Pending Homes  
 15      Sales Index monthly market summary.

16       (Metropolitan Complaint, ¶ 13.)

17       14. The *Metropolitan* complaint alleges that "[Metropolitan] maintains a copyright  
 18      registration program for the MRIS Database with the U.S. Copyright Office under the registration  
 19      procedures applicable to automated databases," and that "[Metropolitan] owns copyrights in and to  
 20      the unpublished MRIS Database . . ." (Metropolitan Complaint, ¶¶ 17, 18.)

21       15. The *Metropolitan* complaint alleges the following regarding AHR and Cardella:

22       AHR and Cardella operate a national real estate referral business that includes the  
 23      NeighborCity.com website, and has geographic coverage both inside and outside  
 24      of Maryland as well as the other jurisdictions in the [Metropolitan] territory.  
 25      Defendants maintain a national database of real estate listings through which they  
 26      misappropriate the MRIS Database as well as other MLS databases. Accordingly,  
 27      AHR provides customers unauthorized access to and use of the copyrighted MRIS  
 28      Database and informational content in support of their referral business. Internet  
 29      users are able to access the NeighborCity.com website, and by clicking a link or  
 30      entering a URL they are able to copy and download the relevant content to their  
 31      computer.

32       (Metropolitan Complaint, ¶ 26.)

33       16. The *Metropolitan* complaint further alleges that AHR and Cardella "are obtaining  
 34      and copying [Metropolitan] copyrighted information, without authorization, from or sourced from  
 35      the MRIS Database," and that AHR and Cardella "have received substantial revenues and other  
 36      benefits from their unauthorized access to and unauthorized reproduction, public display, and  
 37      distribution of, property listings and other copyrighted content contained in the MRIS Database."

38       (Metropolitan Complaint, ¶¶ 29-30.)

39       17. The *Metropolitan* complaint prays for:

- “a judgment that Defendant AHR willfully infringed [Metropolitan’s] copyrights in and to each copyrighted version of the MRIS Database, both directly and secondarily”;
  - “a judgment that Defendant Cardella is liable for vicarious copyright infringement”;
  - “a judgment that Defendant AHR is liable to [Metropolitan] for conversion and unjust enrichment by its illegal actions”;
  - “an Order requiring Defendants to account for and pay to [Metropolitan] any and all profits arising from the foregoing acts of false designation of origin, and unfair competition, and increasing such profits for payment to [Metropolitan] in accordance with 15 U.S.C. § 1117 and other applicable laws”;
  - a permanent injunction requiring that AHR and Cardella “cease directly or indirectly infringing, or causing, enabling, facilitating, encouraging, promoting, and inducing or participating in the infringement of, any of [Metropolitan’s] respective copyrights or exclusive rights protected by the Copyright Act, whether now in existence or hereafter created, or displaying any inaccurate or misleading information about [Metropolitan] or listing content from [Metropolitan]”; and
  - Metropolitan’s costs, reasonable attorneys’ fees, compensatory damages, treble damages, pre-judgment interest, and post-judgment interest.

*(Metropolitan Complaint, Prayer.)*

#### **C. The Underlying Regional Action**

18. On April 18, 2012, Regional Multiple Listing Service of Minnesota, Inc. dba NorthstarMLS (“Regional”) filed a complaint against AHR in the United States District Court for the District of Minnesota, Case No. 0:12-cv-00965-JRT-FLN (“the *Regional* complaint”). The *Regional* complaint purports to allege claims against AHR for Copyright Infringement of Compilation Content – 17 U.S.C. §§ 101 *et seq.*; and Copyright Infringement of Photographic Works – 17 U.S.C. §§ 101 *et seq.* A true and correct copy of the *Regional* complaint is attached hereto as Exhibit 2.

1       19. The *Regional* complaint alleges that “[t]his an action for copyright infringement  
 2 brought under the Copyright Laws of the United States, 17 U.S.C. § 101 *et seq.*” (*Regional*  
 3 Complaint, ¶ 1.)

4       20. The *Regional* complaint further alleges that Regional “brings this action because  
 5 defendant [AHR] willfully infringed [Regional’s] copyrights in the original compilation of its  
 6 regional multiple listing service database, which it markets as its ‘NorthstarMLS® Database,’ as  
 7 well as in photographs published on the NorthstarMLS Database, by reproducing, distributing, and  
 8 displaying these copyrighted works without authorization.” (*Regional* Complaint, ¶ 2.)

9       21. The *Regional* complaint alleges that AHR is a corporation, and that it “is a real  
 10 estate brokerage that owns and operates the website located at <http://www.neighborcity.com> (the  
 11 ‘Neighborcity Website’).” (*Regional* Complaint, ¶ 4.)

12       22. The *Regional* complaint alleges:

13       [Regional] is a multiple listing service company that serves more than 13,000 real  
 14 estate brokers and agents in Minnesota and western Wisconsin. As a broker-to-  
 15 broker cooperative, [Regional] facilitates the sale of real property to the benefit of  
 buyers and sellers by providing, among other things, fast and reliable information  
 services and resources to participating brokers and agents.

16 (*Regional* Complaint, ¶ 8.)

17       23. The *Regional* complaint further alleges that Regional’s “NorthstarMLS Database . . .  
 18 . provides access to tens of thousands of active real estate listings, more than one million  
 19 comparable and sold properties, and nearly three million property records from numerous  
 20 Minnesota and Wisconsin counties,” and that Regional “owns the copyrights relating to the  
 21 selection, coordination, and arrangement of the fields, descriptors, and content on its  
 22 NorthstarMLS Database (collectively referred to as the ‘Compilation Content’).” (*Regional*  
 23 Complaint, ¶¶ 9, 11.) It is also alleged that Regional “owns the copyrights in certain photographs  
 24 accompanying listings for real estate on the NorthstarMLS Database (collectively referred to as the  
 25 ‘Photographic Works’),” and that Regional “has complied with all statutory requirements in  
 26 securing federal copyright registrations for the copyrights in the Compilation Content and the  
 27 Photographic Works (such content and works hereinafter collectively referred to as the  
 28 ‘Copyrighted Works’).” (*Regional* Complaint, ¶¶ 12, 13.)

1       24. The *Regional* complaint alleges that AHR's "Neighborcity Website contains copies  
 2 of the Copyrighted Works that have been reproduced by [AHR] in whole or in part and without  
 3 authorization from [Regional], including the selection, coordination, and arrangement of fields,  
 4 descriptors, and other content from the Compilation Content as well as Photographic Works."  
 5 (*Regional* Complaint, ¶ 16.) It is further alleged that AHR "is not now, and never has been,  
 6 authorized or licensed to reproduce, distribute, or display any of the Copyrighted Works," and that  
 7 AHR "willfully reproduced, distributed, and/or displayed unauthorized and infringing copies of the  
 8 Copyrighted Works." (*Regional* Complaint, ¶¶ 17, 18.)

9       25. The *Regional* complaint prays that the court:

- 10       • "Enter judgment that [AHR] has willfully infringed the Copyrighted Works";  
 11       • Enter orders preliminarily and permanently enjoining "[AHR] from infringing any  
 12       of [Regional's] exclusive rights in the Copyrighted Works, including the  
 13       Compilation Content and the Photographic Works";  
 14       • "Order the impounding for destruction of all unauthorized copies or reproductions  
 15       of any products containing unauthorized reproductions of the Copyrighted Works,  
 16       including but not limited to all infringing works displayed on the Neighborcity  
 17       Website";  
 18       • "Order an accounting of [AHR's] profits attributable to [AHR's] infringement of  
 19       the Copyrighted Works"; and  
 20       • Award Regional monetary relief, costs, attorneys' fees, pre-judgment interest, and  
 21       post-judgment interest.

22       (*Regional* Complaint, Prayer.)

23       D. The Tender of Defense of the *Metropolitan* Action

24       26. AHR notified Travelers of the *Metropolitan* complaint, and requested that Travelers  
 25 defend and indemnify AHR and Cardella. After investigating the matter, Travelers has notified  
 26 AHR and Cardella that it will accept the tender of their defense of the *Metropolitan* action under a  
 27 full and complete reservation of rights. Travelers also notified AHR and Cardella that it disputes  
 28

whether it has a duty to defend, it disputes any obligation to indemnify, and it reserves the right to seek a declaratory judgment and reimbursement from the court.

27. Travelers has incurred and will incur attorneys' fees and other expenses in connection with its defense of AHR and Cardella in the *Metropolitan* action.

**E. The Tender of Defense of the *Regional Action***

28. AHR notified Travelers of the *Regional* complaint, and requested that Travelers defend and indemnify AHR. After investigating the matter, Travelers declined the tender.

**FIRST CLAIM FOR RELIEF – DECLARATORY JUDGMENT**

### (Regarding *Metropolitan Action*)

10        29. Travelers incorporates herein by reference, as if fully restated, paragraphs 1 through  
11        28 above.

12       30. An actual controversy has arisen and now exists between Travelers, on the one  
13 hand, and AHR and Cardella, on the other hand, concerning their respective rights and duties under  
14 the Travelers Policy.

15       31.     Travelers contends it has no duty to defend or indemnify or to satisfy a judgment for  
16 damages against AHR or Cardella in the *Metropolitan* action under the Travelers Policy.

17       32. Travelers is informed and believes AHR and Cardella contend Travelers is  
18      obligated to provide them a defense to the *Metropolitan* action, and to indemnify them for any  
19      damages up to the policy limits that may be awarded against them in the *Metropolitan* action.

20       33.     Travelers desires a judicial determination of its rights and duties under the Travelers  
21 Policy, if any, with respect to the claims made against AHR and Cardella in the *Metropolitan*  
22 action.

34. A judicial determination is necessary and appropriate at this time under the  
circumstances in order that the parties may ascertain their rights and duties as aforementioned.  
Said controversy is incapable of resolution without judicial adjudication. Accordingly, Travelers  
has no plain, speedy and adequate remedy at law, and requests a declaratory judgment, adjudging  
that Travelers has no duty to defend or indemnify or to satisfy a judgment for damages against

1 AHR or Cardella under the Travelers Policy, or to bear the cost of other relief sought by the  
 2 plaintiff in the *Metropolitan* action under the Travelers Policy.

3 **SECOND CLAIM FOR RELIEF – DECLARATORY JUDGMENT**

4 (Regarding *Regional* Action)

5 35. Travelers incorporates herein by reference, as if fully restated, paragraphs 1 through  
 6 34 above.

7 36. An actual controversy has arisen and now exists between Travelers, on the one  
 8 hand, and AHR, on the other hand, concerning their respective rights and duties under the  
 9 Travelers Policy.

10 37. Travelers contends it has no duty to defend or indemnify or to satisfy a judgment for  
 11 damages against AHR in the *Regional* action under the Travelers Policy.

12 38. Travelers is informed and believes AHR contends Travelers is obligated to provide  
 13 it a defense to the *Regional* action, and to indemnify AHR for any damages up to the policy limits  
 14 that may be awarded against it in the *Regional* action.

15 39. Travelers desires a judicial determination of its rights and duties under the Travelers  
 16 Policy, if any, with respect to the claims made against AHR in the *Regional* action.

17 40. A judicial determination is necessary and appropriate at this time under the  
 18 circumstances in order that the parties may ascertain their rights and duties as aforementioned.  
 19 Said controversy is incapable of resolution without judicial adjudication. Accordingly, Travelers  
 20 has no plain, speedy and adequate remedy at law, and requests a declaratory judgment, adjudging  
 21 that Travelers has no duty to defend or indemnify or to satisfy a judgment for damages against  
 22 AHR under the Travelers Policy, or to bear the cost of other relief sought by the plaintiff in the  
 23 *Regional* action under the Travelers Policy.

24 **THIRD CLAIM FOR RELIEF -- REIMBURSEMENT**

25 41. Travelers incorporates herein by reference, as if fully restated, paragraphs 1 through  
 26 40 above.

42. Travelers will incur attorneys' fees and other expenses in connection with its defense of AHR and Cardella in the *Metropolitan* action, and may incur indemnity which may be paid in connection with resolution of the *Metropolitan* action.

4 43. Travelers had no duty under the Travelers Policy to afford a defense or to pay  
5 indemnity as to some or all of the claims within the *Metropolitan* action, and therefore has an  
6 equitable and quasi-contractual right to be reimbursed by AHR and Cardella for some or all  
7 attorneys' fees, costs, and other expenses including any indemnity which may be paid or incurred  
8 by Travelers in the defense and/or settlement of the *Metropolitan* action, pursuant to *Buss v.*  
9 *Superior Court*, 16 Cal.4th 35 (1997), *Scottsdale Ins. Co. v. MV Transportation*, 36 Cal.4th 643  
10 (2005), *Blue Ridge Ins. Co. v. Jacobsen*, 25 Cal.4th 489 (2001), and related cases.

## PRAYER FOR RELIEF

12 WHEREFORE, plaintiff Travelers Casualty Insurance Company of America prays for relief  
13 as follows:

14        1.      For a judgment that, by reason of the terms, conditions, exclusions, limitations, and  
15 endorsements of the Travelers Policy, Travelers has no duty to defend AHR or Cardella with  
16 respect to the *Metropolitan* action;

17        2. For a judgment that, by reason of the terms, conditions, exclusions, limitations, and  
18 endorsements of the Travelers Policy, Travelers has no duty to indemnify and/or to satisfy any  
19 judgment that may be rendered against AHR or Cardella in the *Metropolitan* action;

20       3. For a judgment that, by reason of the terms, conditions, exclusions, limitations, and  
21 endorsements of the Travelers Policy, Travelers has no duty to defend AHR with respect to the  
22 *Regional action:*

23        4. For a judgment that, by reason of the terms, conditions, exclusions, limitations, and  
24 endorsements of the Travelers Policy, Travelers has no duty to indemnify and/or to satisfy any  
25 judgment that may be rendered against AHR in the *Regional* action:

26        5. For a judgment that, by reason of the terms, conditions, exclusions, limitations, and  
27 endorsements of the Travelers Policy, Travelers is entitled to restitution and reimbursement from

AHR for some or all sums expended in defense or settlement or satisfaction of a judgment in the *Metropolitan* action;

6. On all causes of action, for interest, including prejudgment interest;
  7. On all causes of action, for costs incurred herein; and
  8. For such other and further relief as the Court deems just and proper.

DATED: May 22, 2012

SEDGWICK LLP

By:

Bruce D. Celebrezze  
Nicholas J. Boos  
Attorneys for Plaintiff  
TRAVELERS CASUALTY  
OF AMERICA

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, plaintiff Travelers Casualty Insurance Company of America hereby demands a jury trial for this action.

DATED: May 22, 2012

SEDGWICK LLP

By:

Bruce D. Celebrezze  
Nicholas J. Boos  
Attorneys for Plaintiff  
TRAVELERS CASUALTY INSURANCE COMPANY  
OF AMERICA

Exhibit  
I

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
GREENBELT DIVISION

METROPOLITAN REGIONAL  
INFORMATION SYSTEMS, INC.,  
9707 Key West Avenue, Suite 200  
Rockville, MD 20850-3915,

CIVIL ACTION NO. \_\_\_\_\_

Plaintiff,

v.

AMERICAN HOME REALTY NETWORK, INC.  
222 7th Street, 2nd Floor  
San Francisco, CA 94103

and

JONATHAN J. CARDELLA  
222 7th Street, 2nd Floor  
San Francisco, CA 94103,

Defendants.

COMPLAINT

Plaintiff Metropolitan Regional Information Systems, Inc. ("MRIS"), by and through its undersigned attorneys, for its Complaint against (1) American Home Realty Network, Inc. d/b/a NeighborCity.com ("AHR") and (2) Jonathan J. Cardella ("Cardella"), alleges as follows upon actual knowledge with respect to itself and its own acts, and upon information and belief as to all other matters:

**NATURE OF ACTION**

1. This is an action for direct and secondary copyright infringement against AHR and secondary vicarious copyright liability against Cardella, and all entities and persons acting in concert and participation with AHR and Cardella in connection with their infringing activities and other illegal actions. MRIS seeks to recover damages from AHR and Cardella as the result of AHR's unauthorized reproduction, preparation of derivative works, distribution, and public display of MRIS's copyrighted MRIS database and informational content. MRIS also seeks preliminary and permanent injunctive relief to prevent any further damage to MRIS as a result of the unauthorized, infringing activities of AHR and Cardella, and recovery of attorneys' fees to the extent permitted by 17 U.S.C. § 505.

2. Prior to commencing this action, MRIS demanded, by letters addressed to Defendants AHR and Cardella, that Defendants cease and desist their unlawful, infringing activities. Notwithstanding MRIS's written notice of infringement and demands, AHR and Cardella have refused or otherwise failed to stop their unlawful, infringing activities.

3. AHR's direct and secondary copyright infringement has been blatant, intentional, and willful. Accordingly, MRIS seeks copyright damages for willful copyright infringement.

4. This action also includes claims against Cardella, the President and CEO of AHR, for vicarious copyright infringement because he had and continues to have actual knowledge of the infringement at all relevant times and the right and ability to supervise and stop AHR's infringing activities. In addition, Defendant Cardella had and continues to have at all relevant times in this action, a direct financial interest in AHR's infringing activities as set forth in this Complaint, but despite repeated written requests from MRIS has failed or otherwise refused to stop AHR's infringing activities.

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**JURISDICTION AND VENUE**

5. This action arises in part under the Copyright Act, 17 U.S.C. §§ 101 et seq. and the Lanham Act, 15 U.S.C. § 1125(a). This Court has federal question jurisdiction over these claims pursuant to 28 U.S.C. §§ 1331 and 1338(a). The Court has supplemental jurisdiction over the Maryland State law claims pursuant to 28 U.S.C. § 1337 because those claims are so closely related to the Federal claims brought herein as to form part of the same case or controversy.

6. This Court has personal jurisdiction over Defendants because, among other reasons, Defendants identify a headquarters in Maryland, have done and are doing business within the State of Maryland, including without limitation using a Maryland real estate license, providing referrals to real estate brokers and agents in Maryland, and their commission of infringing acts and other illegal acts inside and outside the State of Maryland which have had and are having an effect within the State of Maryland.

7. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. § 1400(a).

**THE PARTIES**

8. Plaintiff MRIS is a corporation organized under the laws of the State of Delaware with its principal place of business at 9707 Key West Avenue, Suite 200, Rockville, Maryland.

9. Defendant AHR is a corporation organized under the laws of the State of Delaware with its principal place of business at 222 7th Street, 2nd Floor, San Francisco, California. The domain name neighborcity.com is registered to AHR and AHR does business as NeighborCity.com.

10. AHR states that its Maryland headquarters is located at 849-H Quince Orchard Boulevard, Gaithersburg, Maryland 20879. On the NeighborCity.com web pages related to real estate listings in Maryland, AHR references its headquarters at such address and references

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Maryland Real Estate License No. 5748 (*See, e.g.*, Exhibits A-1, A-2, A-3, A-4, A-5, and A-6).

These exhibits are examples of listed properties in Maryland displayed on the NeighborCity.com web pages).

11. Defendant Cardella is the CEO and President of Defendant AHR and has oversight and management responsibility for AHR's activities, including the content of NeighborCity.com.

12. Defendant Cardella has had and continues to have actual knowledge of AHR's specific infringing activities with respect to MRIS's copyrighted works, and has failed or otherwise refused to stop the infringement, despite repeated written requests from MRIS.

#### **MRIS AND ITS COPYRIGHTS**

13. Serving Maryland, Washington D.C., Virginia, and portions of Pennsylvania, Delaware, and West Virginia, MRIS provides one of America's largest Multiple Listing Services ("MLS"), facilitating more than \$100 million per day in residential real estate transactions in the Mid-Atlantic region. MRIS is charged with the responsibility of creating, maintaining, operating, protecting, and providing authorized, licensed subscribers and other authorized licensees access to and use of a copyrighted automated database consisting of a compilation of regional real estate property listings and related informational content (collectively, the "MRIS Database"). MRIS delivers real estate information, such as inventory and pricing, and provides through its system and services immediate, high quality, and actionable data to over 40,000 real estate professionals, including agents, brokers, and appraisers. MRIS listings information is also available to consumers in limited form via a free portal, [www.homesdatabase.com](http://www.homesdatabase.com) and to journalists and others via the Pending Homes Sales Index monthly market summary.

14. To better serve brokers, agents, and home buyers and sellers, MRIS offers informational content from the MRIS Database via a portfolio of technology solutions, including

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broker and agent products and services. These products and services provide real estate professionals with more than 70,000 current, active residential real estate listings integrated with over 5 million public records and other information relevant to the properties. This technology portfolio provides a set of core, go-to resources to help brokers, agents and, ultimately, consumers buy, sell, and lease homes and other real estate properties in MRIS markets, by showcasing residential listings in the Mid-Atlantic region and analyzing residential real estate trends.

15. To use the MRIS service, licensed real estate brokers and agents are required to execute a MRIS subscription agreement (the "MRIS Subscriber Agreements"). Broker and agent subscribers contractually commit to upload their inventory of available residential real estate properties into the MRIS service, subject to certain exceptions. The copyrights in each photograph included in each of the real estate listings are assigned to MRIS at the time the photographs are uploaded to the MRIS Database by the subscriber. In exchange for these rights and commitments (as provided in applicable MRIS Subscription Agreements) and upon payment of a subscriptions fee, each subscriber is granted access to the MRIS service including the MRIS Database (including competitors' listings) and the right to include such listings on the brokerage and/or agent websites for consideration by prospective renters, homebuyers, and sellers.

16. MRIS has implemented a comprehensive program to protect the value of the MRIS Database and the property listings in the MRIS Database against unauthorized use. Brokers and agents generate real estate listings contained in the MRIS Database, and MRIS owns copyright in the MRIS Database and all portions thereof. MRIS also affixes its copyright notice to the photos so that unauthorized copies of the MRIS Database or portions thereof may be identified.

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17. MRIS maintains a copyright registration program for the MRIS Database with the U.S. Copyright Office under the registration procedures applicable to automated databases. Under these Copyright Office procedures, MRIS files its claims of copyright ownership in and to the MRIS Database with the Copyright Office each quarter. MRIS's copyrights in and to the MRIS Database extend to the collection and compilation of the real estate listings in the MRIS Database and extend to expressive contributions created by MRIS or acquired by MRIS including the photographs included in the listings. As a multiple listing service, MRIS is charged with the responsibility of enforcing the copyrights in and to the MRIS Database on behalf of the MRIS brokers and agents who expend substantial time, effort and resources to acquire and market their property listings through the MRIS multiple listing service.

18. MRIS owns copyrights in and to the unpublished MRIS Database as evidenced by its federal copyright registrations issued by the United States Copyright Office, including but not limited to: Registration No. TXu 001589556 (2008); Registration No. TXu 001706872 (2009); Registration No. TXu 001706869 (2008); Registration No. TXu 001734839 (2010); Registration No. TXu 001778182 (2011); and Registration No. TXu 001788712 (2012).

19. One of the solutions offered by MRIS to its subscribers is the Internet Data Exchange program ("MRIS IDX"). The MRIS IDX program allows participating broker subscribers and agents (collectively, "brokers"), to use and display the content of the MRIS Database to the public on their own websites, subject to MRIS rules related to the display of such content.

20. Under the MRIS IDX program, participating brokers receive a licensed data feed from MRIS of informational content from the MRIS Database. The data feed is provided in the Real Estate Transaction Standard format ("RETS").

21. Under the MRIS RETS licensing program, participating brokers and authorized third party vendors may acquire an Authorized Developer License from MRIS to enable such brokers to implement an Authorized Application that uses, subject to the terms and restrictions of the license, information MRIS makes available through a RETS data feed.

22. Real estate agents and brokers who add their listing information to the MRIS Database agree, through their subscriber agreement, to abide by MRIS Rules and Regulations (the "MRIS Rules and Regs") and other applicable professional and legal standards that support the quality, consistency, and integrity of the informational content in the MRIS Database (collectively with the MRIS Rules and Regs, the "Information Quality Standards").

23. MRIS further provides a compliance function that oversees the administration and enforcement of the MRIS Rules and Regs (collectively, "MRIS Compliance"). This function is in addition to the technical quality assurance performed by MRIS with respect to data comprising the MRIS Database itself.

24. The provision of the MRIS Compliance is a distinguishing characteristic of the MRIS MLS relative to other, non-MLS entities that aggregate and display real estate information from MRIS markets without the corresponding quality assurance services resulting from the contractual commitment of MRIS subscribers to abide by the Information Quality Standards.

25. Together, these services by MRIS, and the cooperative partnership between MRIS and its subscribers who both add their listing information into the MRIS Database and, in turn, draw information from the MRIS Database in the course of their professional real estate activities, support the value of the MRIS Database, and MRIS's reputation as the premier source of quality real estate information within its service areas.

**DEFENDANTS AND THEIR WRONGFUL ACTS**

26. AHR and Cardella operate a national real estate referral business that includes the NeighborCity.com website, and has geographic coverage both inside and outside of Maryland as well as the other jurisdictions in the MRIS territory. Defendants maintain a national database of real estate listings through which they misappropriate the MRIS Database as well other MLS databases. Accordingly, AHR provides customers unauthorized access to and use of the copyrighted MRIS Database and informational content in support of their referral business. Internet users are able to access the NeighborCity.com website, and by clicking a link or entering a URL they are able to copy and download the relevant content to their computer.

27. Defendants reproduce and otherwise use MRIS Database content on their NeighborCity.com website to attract customers for their referral program. Through Defendants' referral business, as described on the NeighborCity.com website, they make buy-side and sell-side referrals to MRIS subscribers in Maryland and outside Maryland, and charge referral fees. Defendants misappropriate the MRIS Database to further this commercial purpose. Defendants' business model relies on copyright infringement. By bypassing the licensing process applicable to the MRIS Database entirely in favor of unauthorized copying, the Defendants are diluting the confidence that the public has in the integrity and timeliness of the information being made available through MRIS.

28. Neither AHR nor Cardella has acquired a license or any form of permission from MRIS allowing Defendants to access, reproduce, modify, publicly display, or otherwise use the MRIS Database, or any portion thereof. MRIS has not authorized AHR or Cardella to implement any form of MRIS Authorized Developer License or any Authorized Application or otherwise granted AHR or Cardella any rights to access, reproduce, display, or distribute, or

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otherwise use any MRIS copyrighted material, or to create derivative works based upon the MRIS Database or any MRIS copyrighted material.

29. Defendants are obtaining and copying MRIS copyrighted information, without authorization, from or sourced from the MRIS Database. AHR admits that it has not sought or received permission from MRIS or each of the listing agents/brokers on its website. For example, listings on the NeigborCity.com website state: "*Have additional information about this listing? If you are the listing agent and have additional information, sign up today to claim and update this listing's information.*"

30. Defendants have received substantial revenues and other benefits from their unauthorized access to and unauthorized reproduction, public display, and distribution of, property listings and other copyrighted content contained in the MRIS Database.

31. On November 18, 2011, MRIS, through its General Counsel, sent a letter to AHR and Cardella, providing written notice of copyright infringement with respect to the copyrights MRIS owns in the MRIS Database. A copy of the November 18, 2011 letter is attached as Exhibit B.

32. In MRIS's November 18, 2011 written notice of infringement, MRIS gave notice to AHR and Cardella that, in view of MRIS's copyright notices throughout the MRIS Database and related content, MRIS believes AHR's and Cardella's unauthorized access to and reproduction, public display, and distribution of the MRIS Database, and the creation of unauthorized derivative works incorporating the MRIS Database constitute willful copyright infringement for which MRIS is entitled to recover statutory damages and attorneys' fees.

33. On December 21, 2011, more than a month subsequent to MRIS's letter, AHR and Cardella, by their General Counsel, answered MRIS's letter dated November 18, 2011 ("December 21, 2011 letter"). A copy of the December 21, 2011 letter is attached as Exhibit C.

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34. In the December 21, 2011 letter, neither AHR nor Cardella agreed to comply with any of MRIS's demands in its November 18, 2011.

35. On January 26, 2012, MRIS, through its outside intellectual property law firm, answered the December 21, 2011 letter ("January 26, 2012 letter"), noting that despite MRIS's November 18, 2011 Notice, AHR and Cardella were continuing to use MRIS's copyrighted materials in disregard of MRIS's copyright rights. A copy of the January 26, 2012 letter is attached as Exhibit D. AHR and Cardella have not responded to the January 26, 2012 letter, and have refused or otherwise failed to comply with MRIS's demands.

36. Defendants have not been authorized and do not have the right to access or reproduce the copyrighted MRIS Database or any licensed content therein and never sought to obtain a RETS license from MRIS, except that they invited MRIS to offer Defendants a "custom" license after receiving the first of MRIS's demand letters.

**COUNT I**

(Direct Willful Copyright Infringement Against AHR - Reproduction)

37. MRIS hereby incorporates by reference each of the foregoing paragraphs of this Complaint as set forth fully herein.

38. The MRIS Database is an original work of authorship subject to copyright protection under 17 U.S.C. § 101 *et seq.*

39. MRIS has maintained and continues to maintain, for the time periods relevant to MRIS's claims against AHR and Cardella in this lawsuit, a copyright registration program for the MRIS Database under applicable U.S. Copyright Office procedures.

40. MRIS's claims of copyright ownership in and to the MRIS Database include the compilation copyright in the collection of property listings in the database and extend to the original expressive contributions MRIS has made to or acquired in individual property listings in

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the MRIS Database including, without limitation, photographic images of and related to listed properties. Exhibits A-1 through A-6 are examples of listings from the MRIS Database displayed on NeighborCity.com web pages with the MRIS copyright legend affixed to the photographic images. MRIS shares copyright rights with the real estate brokers who own individual property listings included in the MRIS Database.

41. AHR violated MRIS's exclusive copyrights in and to its copyrighted MRIS Database by reproducing, publicly distributing, publicly displaying, and otherwise infringing copyrighted content from the MRIS Database, without MRIS's authorization, and creating unauthorized derivative works based upon the MRIS Database. AHR's conduct constitutes direct infringement of MRIS's exclusive copyrights under the Copyright Act in violation of 17 U.S. C. § 106(1).

42. AHR's acts of infringement have been willful, intentional, and purposeful in disregard of and indifferent to MRIS's rights at all times relevant to this action.

43. As a direct and proximate result of AHR's infringement of MRIS's copyrights, MRIS is entitled to the maximum statutory damages pursuant to 17 U.S.C. §504(c) based on willful infringement. Alternatively, at MRIS's election, pursuant to 17 U.S.C. § 504(b), MRIS is entitled to its actual damages plus AHR's profits from infringement as will be proven at trial.

44. MRIS is also entitled to its costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

45. Pursuant to 17 U.S.C. § 502, MRIS is entitled to a preliminary injunction and a permanent injunction to prevent AHR from any further infringement of MRIS's copyrights.

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**COUNT II**

**(Direct Willful Copyright Infringement Against AHR - Derivative Works)**

46. MRIS hereby incorporates by reference each of the foregoing paragraphs of this Complaint as set forth fully herein.

47. AHR, without authorization, modified and adapted content from the copyrighted MRIS Database to create derivative works available for use, download, and distribution via the NeighborCity.com website by Internet users, in connection with the national referral network Defendants have operated and are continuing to operate, all in violation of MRIS's exclusive copyrights. AHR's conduct constitutes direct infringement of MRIS's exclusive copyrights under the Copyright Act in violation of 17 U.S.C. § 106(2).

48. AHR's acts of infringement have been willful, intentional, and purposeful in disregard of and indifferent to MRIS's rights at all times relevant to this action.

49. As a direct and proximate result of the AHR's infringement of MRIS's copyrights, MRIS is entitled to maximum statutory damages pursuant to 17 U.S.C. § 504(c) based on willful infringement. Alternatively, at MRIS's election, pursuant to 17 U.S.C. § 504(b), MRIS is entitled to its actual damages plus AHR's profits from infringement, as will be proven at trial.

50. MRIS is also entitled to its costs, including reasonable attorneys' fees pursuant to 17 U.S.C. § 505.

51. Pursuant to 17 U.S.C. § 502, MRIS is also entitled to a preliminary injunction and permanent injunction to prevent AHR and any others acting in concert with AHR from engaging in further infringement of MRIS's copyrights.

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**COUNT III**

**(Direct Willful Copyright Infringement Against AHR - Public Display)**

52. MRIS hereby incorporates by reference each of the foregoing paragraphs of this Complaint as set forth fully herein.

53. AHR, without authorization, displayed and is continuing to publicly display MRIS's unpublished copyrighted content on the NeighborCity.com website and made MRIS's copyrighted content, and derivative works based on such content, available for use, download, and distribution by Internet users in connection with the national referral network Defendants have and are continuing to operate, all in violation of MRIS's exclusive copyrights in and to its copyrighted MRIS Database. AHR's conduct constitutes direct infringement of MRIS's exclusive copyrights under the Copyright Act in violation of 17 U.S.C. §106(5).

54. AHR's acts of infringement have been willful, intentional, and purposeful in disregard of and indifferent to MRIS's rights at all times relevant to this action.

55. As a direct and proximate result of AHR's infringement of MRIS's copyrights, MRIS is entitled to maximum statutory damages pursuant to 17 U.S.C. § 504(c) based on willful infringement. Alternatively, at MRIS's election, pursuant to 17 U.S.C. § 504(b), MRIS is entitled to its actual damages plus AHR's profits from infringement, as will be proven at trial.

56. MRIS is also entitled to its costs, including reasonable attorneys' fees pursuant to 17 U.S.C. § 505.

57. Pursuant to 17 U.S.C. § 502, MRIS is entitled to a preliminary and permanent injunction to prevent AHR and any others acting in concert with AHR from any further infringement of MRIS's copyrights.

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**COUNT IV**

**(Inducement of Copyright Infringement Against AHR)**

58. MRIS hereby incorporates by reference each of the foregoing paragraphs of this Complaint as set forth fully herein.

59. As a result of AHR's unauthorized activities with respect to the MRIS Database, unauthorized third party Internet users have been and are continuing to access and use MRIS's copyrighted content from the MRIS Database and create derivative works based on such content through AHR's NeighborCity.com website, all without authorization. Such activities by third party Internet users, induced, encouraged, and promoted by AHR, directly infringes MRIS's exclusive rights under 17 U.S.C. § 106(1), 17 U.S.C. § 106(2), and 17 U.S.C. § 106(5).

60. AHR is liable under the Copyright Act for inducing, encouraging, and promoting the infringing acts of unauthorized third party Internet users to access and use MRIS's copyrighted content from the MRIS Database displayed on the NeighborCity.com site.

61. By its various actions, AHR is unlawfully inducing, encouraging, and fostering copyright infringement by, among others, third party Internet users accessing and using AHR's NeighborCity.com website without authorization.

62. AHR is or should be fully aware that the MRIS Database and content therein are copyrighted.

63. AHR's acts of inducement have been willful, intentional, and purposeful, in disregard of and indifferent to the rights of MRIS at all times relevant to this action.

64. As a direct and proximate result of AHR's infringement of MRIS's copyrights and exclusive rights under Copyright, MRIS is entitled to the maximum statutory damages pursuant to 17 U.S.C. § 504(c) for willful infringement. Alternatively, at MRIS's election,

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pursuant to 17 U.S.C. § 504(b), MRIS is entitled to actual damages plus AHR's profits from infringement, as will be proven at trial.

65. MRIS is also entitled to its costs, including reasonable attorneys fees, pursuant to 17 U.S.C. § 505.

66. Pursuant to 17 U.S.C. § 502, MRIS is entitled to a preliminary injunction and permanent injunction requiring AHR and any entities acting in concert with AHR to cease any further infringement of MRIS's copyrighted content.

**COUNT V**

**(Contributory Copyright Infringement Against AHR)**

67. MRIS hereby incorporates by reference each of the foregoing paragraphs of this Complaint as set forth fully herein.

68. As a result of AHR's unauthorized, infringing actions with respect to the MRIS Database and copyrighted content therein, third party Internet users have infringed, and are continuing to infringe, MRIS's registered copyrights in and to the MRIS Database by accessing, copying, downloading, and otherwise using MRIS' copyrighted content without authorization and creating derivative works created using MRIS copyrighted materials, via the NeighborCity.com site. As a consequence of AHR's actions, third party Internet users are directly infringing MRIS's exclusive rights of reproduction, distribution, and public display under 17 U.S.C. §§ 106(1), 106(3) and 106(5), respectively.

69. AHR is liable as a contributory copyright infringer for the infringing acts of third party Internet users of the NeighborCity.com site. AHR, with knowledge of the infringing activity, enables, causes, induces, facilitates, and materially contributes to each act of infringement by third party users of the NeighborCity.com site.

Case 8:12-cv-00954-AW Document 1 Filed 03/28/12 Page 16 of 21

70. AHR has actual and constructive knowledge that third party Internet users of the NeighborCity.com site are, on information and belief and among other things, reproducing, distributing, displaying and otherwise using MRIS's registered copyrighted MRIS Database Content and derivative works without authorization from MRIS.

71. Acting with this actual and constructive knowledge, AHR provides the NeighborCity.com site for this infringing activity and enables, facilitates, and materially contributes to the copyright infringement by third party Internet users of the NeighborCity.com site, which could not occur without and but for AHR's enablement.

72. AHR's acts of infringement have been willful, intentional, and purposeful, in disregard of and indifferent to MRIS's rights at all times relevant to this action.

73. As a direct and proximate result of AHR's infringement of MRIS's copyrights, MRIS is entitled to the maximum statutory damages pursuant to 17 U.S.C. § 504(c) for willful infringement. Alternatively, at MRIS's election, pursuant to 17 U.S.C. § 504(b), MRIS is entitled to its actual damages plus AHR's profits from infringement, as will be proven at trial.

74. MRIS is also entitled to its costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

75. MRIS is entitled to a preliminary and a permanent injunction requiring AHR to cease all infringing acts related to MRIS's copyrighted materials.

#### COUNT VI

##### **(Vicarious Copyright Infringement Against AHR and Cardella)**

76. MRIS hereby incorporates by reference each of the foregoing paragraphs of this Complaint as set forth fully herein.

77. As a result of AHR's unauthorized actions with respect to the MRIS Database and MRIS Database content, third party Internet users of the NeighborCity.com site have infringed,

Case 8:12-cv-00954-AW Document 1 Filed 03/28/12 Page 17 of 21

and are continuing to infringe, MRIS's rights in its registered copyrighted content in the MRIS Database by reproducing, distributing, displaying, and creating derivative works from that content without authorization. These third party Internet users are therefore directly infringing MRIS's copyright rights, including without limitation MRIS's exclusive rights of reproduction, adaptation, distribution, and public display under 17 U.S.C. §§ 106(1), 106(2), 106(3) and 106(5), respectively.

78. AHR and Cardella are both liable as vicarious copyright infringers for the infringing acts of these third party Internet users of the NeighborCity.com site. Both AHR and Cardella directly benefit financially as the result of the infringement by, among others, third party Internet users, by providing access to and use of the MRIS Database content without MRIS's authorization.

79. Cardella is liable for vicarious infringement as to the infringing acts by AHR because Cardella had actual knowledge of specific acts of infringement and, on information and belief, had the power and authority as CEO and President of AHR to stop the infringing activities and did not stop them or make any attempt to stop them.

80. AHR and Cardella had actual and constructive knowledge that third party Internet users of the NeighborCity.com site are reproducing, distributing, displaying, and otherwise using and creating derivative works from MRIS's registered copyrighted MRIS Database and related informational content without authorization.

81. Acting with this actual and constructive knowledge, AHR and Cardella enable, cause, facilitate, and materially contribute to and benefit from the copyright infringement by third party Internet users of the NeighborCity.com site, which could not occur without AHR's and Cardella's enablement.

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82. AHR and Cardella's acts of infringement have been willful, intentional, and purposeful, in disregard of and indifferent to MRIS's rights at all times relevant to the action.

83. As a direct and proximate result of AHR and Cardella's infringement of MRIS's copyrights, MRIS is entitled to the maximum statutory damages pursuant to 17 U.S.C. § 504(e) for willful infringement. Alternatively, at MRIS's election, pursuant to 17 U.S.C. § 504(b), MRIS is entitled to its actual damages plus AHR and Cardella's profits from infringement, as will be proven at trial.

84. MRIS is also entitled to its costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.

85. MRIS is entitled to a preliminary injunction and permanent injunction requiring that AHR and Cardella and any others acting in concert with either of them prevent any further infringement of MRIS's copyrights.

**COUNT VII**

**(False Designation of Origin, Passing Off and Unfair Competition  
Under Section 43(a)(1)(A) of the Lanham Act Against AHR)**

86. MRIS hereby incorporates by reference each of the foregoing paragraphs of this Complaint as set forth fully herein.

87. AHR's unauthorized use of MRIS's copyrighted content bearing a copyright notice and the MRIS trademark is likely to cause confusion, mistake or deception as to the origin, sponsorship or approval of MRIS's services, and thus constitutes trademark infringement, false designation of origin, and unfair competition with respect to the MRIS mark, in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

88. AHR's actions described above have at all times been willful, intentional, and purposeful, in disregard of and indifferent to MRIS's rights.

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89. As a direct and proximate result of the actions of Defendants alleged above, MRIS has been damaged and will continue to be damaged.

**COUNT VIII**

**(Tortious Conversion and Unjust Enrichment Against AHR)**

90. MRIS hereby incorporates by reference each of the foregoing paragraphs of this Complaint as set forth fully herein.

91. The MRIS Database and the compilation of property listings information contained therein are only legally accessible under written authorization from MRIS which maintains exclusive control over the licensed access and use of the MRIS Database.

92. AHR has and continues to misappropriate the MRIS Database, in whole or in part, and has converted the MRIS Database contents to its own use and benefit, without the considerable investment of time, resources and effort made by MRIS to create the MRIS Database, or otherwise compensating MRIS for its wrongful misappropriation.

93. AHR's unauthorized use of the MRIS Database and content therein without payment to MRIS constitutes tortious conversion and unjust enrichment.

94. By continuing to operate the NeighborCity.com website using MRIS Database content without authorization, AHR is and continues to be unjustly enriched.

95. AHR should be enjoined from any further benefits from its wrongful misappropriation of MRIS Database content in violation of MRIS's rights.

96. MRIS has suffered damages as a result of AHR's unjust enrichment and wrongful misappropriation of MRIS Database content in an amount to be determined at trial.

Case 8:12-cv-00954-AW Document 1 Filed 03/28/12 Page 20 of 21

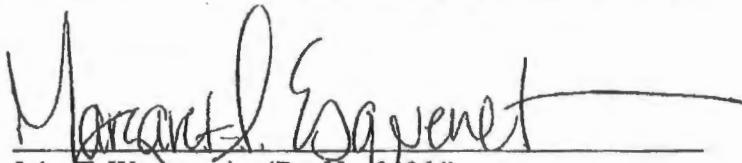
**WHEREFORE, Plaintiff MRIS prays for judgment against Defendants AHR and Cardella as follows:**

- A. For a judgment that Defendant AHR willfully infringed MRIS's copyrights in and to each copyrighted version of the MRIS Database, both directly and secondarily.
- B. For a judgment that Defendant Cardella is liable for vicarious copyright infringement.
- C. For a judgment that Defendant AHR is liable to MRIS for conversion and unjust enrichment by its illegal actions.
- D. For an Order requiring Defendants to account for and pay to MRIS any and all profits arising from the foregoing acts of false designation of origin, and unfair competition, and increasing such profits for payment to MRIS in accordance with 15 U.S.C. § 1117 and other applicable laws.
- E. For a permanent injunction requiring that AHR, Cardella and their agents, servants, employees, officers, attorneys, successors, licensees, partners, and assigns, and all persons acting in concert or participation with each or any of them or any of their principals, cease directly or indirectly infringing, or causing, enabling, facilitating, encouraging, promoting, and inducing or participating in the infringement of, any of MRIS's respective copyrights or exclusive rights protected by the Copyright Act, whether now in existence or hereafter created, or displaying any inaccurate or misleading information about MRIS or listing content from MRIS.
- F. For statutory damages pursuant to 17 U.S.C. § 504(c) for willful infringement. Alternatively, at MRIS's election, pursuant to 17 U.S.C. § 504(b), for actual damages plus AHR's profits from infringement, as will be proven at trial.
- G. For MRIS's costs, including reasonable attorneys' fees, pursuant to 17 U.S.C. § 505.
- H. For compensatory damages in an amount as yet undetermined caused by the foregoing acts of false designation of origin and unfair competition, and trebling such compensatory damages for payment to MRIS in accordance with 15 U.S.C. § 1117 and other applicable laws.
- I. For pre- and post-judgment interest according to law.
- J. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

METROPOLITAN REGIONAL  
INFORMATION SYSTEMS, INC.

Case 8:12-cv-00954-AW Document 1 Filed 03/28/12 Page 21 of 21



John T. Westermeier (Bar No. 04364)

(Jay.Westermeier@finnegan.com)

Margaret A. Esquenet (Bar No. 27775)

(Margaret.Esquenet@finnegan.com)

FINNEGAN, HENDERSON, FARABOW,

GARRETT & DUNNER, L.L.P.

901 New York Avenue, NW

Washington, DC 20001-4413

Phone: (202) 408-4000

Fax: (202) 408-4400

*Attorneys for Plaintiff*

Metropolitan Regional Information Systems, Inc.

DRAFT: March 28, 2012

**Metropolitan Regional Information Systems, Inc.**  
v.  
**American Home Realty Network, Inc. and Jonathan J. Cardella**

## **Exhibit A-1**



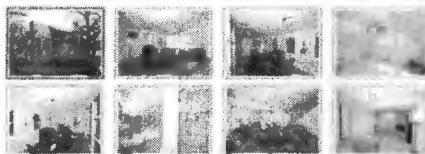
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Home &gt; Maryland &gt; Rockville &gt; 402 Mercer Rd

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Rockville, MD 20852For immediate assistance call us toll free:  
**1-800-357-3321**

This property is courtesy of Courtney Donato-Griffiths / Welcher, REALTORS®

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When are you available to view this property?

 Yes, I want to see this property.

You will hear back shortly from the best matched Realtor for your request.

First Name:

Required

Last Name:

Required

Email Address:

Required

Telephone:

Required

Please enter any additional comments:

I'm interested in  information about this property

\*Your information will only be used to contact you in order to fulfill your request. It will not be used for any other purpose.

[SUBMIT](#)**Additional Info - 402 Mercer Rd, Rockville, MD 20852**[PROPERTY DETAILS](#)

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**AgentMatch****Find Expert Agents For This Home****402 Mercer Rd, Rockville, MD 20852  
based on transactional experience****Victor Llewellyn**10 Active Listings  
22 Active in past 12 mos.  
Rockville, MD[View Profile](#) [Save Agent](#) [Contact Agent](#)**Victor Llewellyn**10 Active Listings  
22 Active in past 12 mos.  
Rockville, MD[View Profile](#) [Save Agent](#) [Contact Agent](#)**John S. Kelley**1 Active Listings  
22 Active in past 12 mos.  
Rockville, MD[View Profile](#) [Save Agent](#) [Contact Agent](#)[View More Rockville Realtors®](#)**Buyer Rebate**

Buy this property with NeighborCity and

receive

**\$800**

Cash Back

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Case 8:12-cv-00954-AW Document 1-1 Filed 03/28/12 Page 3 of 4

Property Description:

Adorable single family home with tons of upgrades and less than 1 mil! Center! Hardwood floors on main level, living room with fireplace, huge sunroom addition! New carpet on upper and lower levels, remodeled kitchen! Spacious recreation room & playroom! Large level fully fenced rear yard! Gem!!

MLS# MC777774

Style: Cape Cod, Traditional

Parking Type: Driveway/Off Street

Construction  
Vinyl siding

Exterior Features  
Public sewer service Public water supply

Interior Features:

Walk-in closet(s) Wall to wall carpeting Fully finished basement Bedroom(s) on upper level(s)  
Bathroom(s) on lower level Bathroom(s) on upper level(s)

Heating Cooling  
Forced Air Heat Natural Gas Heating Central A/C Electric Cooling

Water Sewage  
Public Sewer Public Water Natural Gas

Have additional information about this listing?

If you are the listing agent and have additional information, sign up today to claim and update this listing's information. 1-800-357-3321

Comparable Homes To 402 Mercer Rd, Rockville, MD 20852



**4720 Norbeck Rd**  
\$500,000  
Rockville, MD 20853  
MLS# MC7701489  
4 Beds / 3 Baths



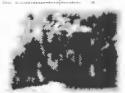
**4010 Simms Dr**  
\$350,000  
Bethesda, MD 20893  
MLS# MC61992509  
4 Beds / 2 Baths



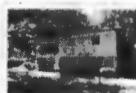
**17912 Glen Oak Run**  
\$339,900  
Rockville, MD 20855  
MLS# MC778073  
3 Beds / 3 Baths



**12 Lansdown Dr**  
\$340,000  
Germantown, MD 20878  
MLS# MC7720467  
3 Beds / 4 Baths



**2904 Hardy Ave**  
\$334,900  
Silver Spring, MD 20902  
MLS# MC7780809  
3 Beds / 2 Baths



**14409 Woodcrest Dr**  
\$329,999  
Rockville, MD 20853  
MLS# MC7681047  
4 Beds / 2 Baths



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[Schools Near 402 Mercer Rd, Rockville, MD 20852](#)

Case 8:12-cv-00954-AW Document 1-1 Filed 03/28/12 Page 4 of 4



Rock Terrace School

1.42 miles

111

6-12

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SACRAMENTO (3,750)  
SAN DIEGO (3,571)  
SAN JOSE (3,097)  
LONG BEACH (2,110)  
ANAHEIM (1,991)

**FLORIDA**

NAPLES (7,096)  
FORT LAUDERDALE (5,057)  
JACKSONVILLE (4,158)  
FORT MYERS (3,348)  
BOCA RATON (3,343)  
CAPE CORAL (2,934)

**TEXAS**

HOUSTON (11,254)  
SAN ANTONIO (6,137)  
AUSTIN (5,052)  
DALLAS (5,028)  
FORT WORTH (3,435)  
EL PASO (2,975)

**ILLINOIS**

CHICAGO (22,751)  
NEAR NORTH SIDE (1,975)  
LAKEVIEW (1,515)  
AURORA (1,502)  
NAPERVILLE (1,478)  
ELGIN (1,303)

**NEW YORK**

NEW YORK (14,517)  
FLUSHING MEADOWS CORONA PARK (1,575)  
YONKERS (1,426)  
WHITE PLAINS (763)  
MOUNT VERNON (755)  
JACKSON HEIGHTS (741)

**NORTH CAROLINA**

CHARLOTTE (5,322)  
RALEIGH (3,340)  
WILMINGTON (1,982)  
FAYETTEVILLE (1,839)  
DURHAM (1,649)  
WINSTON SALEM (1,601)

**GEORGIA**

ATLANTA (10,355)  
MARIETTA (2,360)  
SAVANNAH (2,121)  
ALPHARETTA (1,568)  
LAWRENCEVILLE (1,415)  
CUMMING (1,269)

**NEW JERSEY**

OCEAN CITY (1,144)  
TOMS RIVER (964)  
BRICK (780)  
CHERRY HILL (639)  
BRIGANTIME (553)  
MOUNT LAUREL (497)

**OHIO**

COLUMBUS (3,092)  
CINCINNATI (2,116)  
AKRON (1,069)  
TOLEDO (996)  
DAYTON (788)  
CLEVELAND (777)

**PENNSYLVANIA**

PHILADELPHIA (7,906)  
LANGCASTER (1,033)  
HARRISBURG (1,002)  
READING (967)  
YORK (951)  
MECHANICSBURG (714)

**VIRGINIA**

RICHMOND (2,307)  
CHESAPEAKE (2,291)  
VIRGINIA BEACH (2,264)  
ALEXANDRIA (1,819)  
NORFOLK (1,264)  
ROANOKE (1,193)

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EVERETT (873)

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**Metropolitan Regional Information Systems, Inc.**  
**v.**  
**American Home Realty Network, Inc. and Jonathan J. Cardella**

## **Exhibit A-2**



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Home > Maryland > Rockville > 106 PASTURE SIDE Way

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### 106 PASTURE SIDE Way

Rockville, MD 20850

For Sale  
\$489,900

Bedrooms: 3 Bathrooms: 2

Sq. Feet: 1,416 Lot Size: 0.03 Acres

Year Built: 2001 Per Sq. Foot: \$346

Property Type:  
Townhouse, Interior

MLS #: MC7773601

Interested in this property?

SCHEDULE A VIEWING

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When are you available to view this property?

Yes, I want to see this property.

You will hear back shortly from the best matched Realtor for your request.

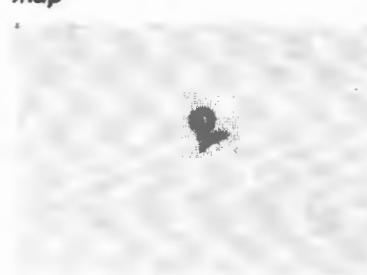
First Name:

Required

Last Name:

Required

### Map



## 106 PASTURE SIDE Way, Rockville, MD 20850, \$489,900, Rockville, Maryland real es... Case 8:12-cv-00954-AW Document 1-2 Filed 03/28/12 Page 3 of 5

Email Address:

Required

Telephone:

Please enter any additional comments:

I'm interested in more information about this property.

\*Your information will only be used to contact you in order to fulfill your request. It will not be used for any other purpose.**Additional Info - 106 PASTURE SIDE Way, Rockville, MD 20850****PROPERTY DETAILS****Property Description:**

This is a regular sale with short sale price; new remodeled luxury townhouse with a lot of upgrade, new hardwood floor on two levels , new carpet on uplevel, upgrade kitchen w/ new granite countertop, fresh paint, big deck in the rear from family room/kitchen area with a nice view and a lot of trees, community had shuttle bus , pool, tennis court, park, shopping center, close to Rt/355,I-270. Open Sun. 1-4:00pm

MLS# MC7773601

Style: Colonial

Parking Type: Space #: 2, Parking Included In List Price, Attendant, Has Garage, Attached Garage

Roof: Composite Roof

**Interior Features:**

Lower Level Entrance Automatic Garage Door Opener Bidet Fireplace Glass Doors Granite Counters Master Bath (Separate Shower) Master Bath (Separate Tub) Master Bedroom (Full Bath) Master Walk-In Closet Shades/Blinds Silestone Counters Tub (2+ Person) Tub (Soaking) Wall-to-Wall Carpeting Walk-in Closets) Washer/Dryer Hookup Wood Floors Dishwasher; Disposal; Dryer; Exhaust Fan; Oven/Range (Gas); Refrigerator; Stove; Washer

**Heating Cooling**

Forced Air Heat Central Fuel Natural Gas Heating Central A/C Electric Cooling

**Water Sewage**

Public Sewer Public Water Natural Gas

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**38 Maryland Ave #404**  
\$549,900  
Rockville, MD 20850  
MLS# MC745367  
2 Beds / 2 Baths



**13204 Glen Mill Rd**  
\$629,900  
Rockville, MD 20850  
MLS# MC7075939  
3 Beds / 2 Baths



**4729 Norbeck Rd**  
\$550,000  
Rockville, MD 20853  
MLS# MC7101485  
4 Beds / 3 Baths



**4010 Stevens Dr**  
\$350,000  
Kensington, MD 20895  
MLS# MC4992505  
4 Beds / 2 Baths



**18403 HERITAGE HILL...**  
Olney, MD 20832  
MLS# MC7671152  
4 Beds / 3 Baths



**530 Hyatt St**  
\$483,500  
Gaithersburg, MD 20878  
MLS# MC7762488  
3 Beds / 3 Baths

**Map View**



Washington Grove Elementary School	2.03 miles	356	PK, K-5
Julius West Middle School	2.16 miles	965	6-8
Maryvale Elementary School	2.19 miles	584	PK, K-5
St Marys Elementary School	2.34 miles	296	PK, K-8
Fallsmead Elementary School	2.35 miles	511	K-5
Richard Montgomery High School	2.42 miles	2049	9-12
Alternative Programs	2.43 miles	217	7-12
Montgomery County Evening High School Centers	2.43 miles	45	12
Hill Creek Townie Elementary School	2.43 miles	425	PK, K-5

Schools provided by education.com  
See more information on Rockville schools from Education.com

### Get Answers - 106 PASTURE SIDE Way, Rockville, MD 20850

ASK A QUESTION    REVIEWS    FEEDBACK

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Please Enter Your Question:

Note: All fields are required.

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[SACRAMENTO](#) (3,750)  
[SAN DIEGO](#) (3,571)  
[SAN JOSE](#) (3,097)  
[LONG BEACH](#) (2,110)  
[ANAHEIM](#) (1,991)

**FLORIDA**  
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[NAPERVILLE](#) (1,478)  
[ELGIN](#) (1,303)

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[FLUSHING MEADOWS CORONA PARK](#) (1,575)  
[YONKERS](#) (1,426)  
[WHITE PLAINS](#) (763)  
[MOUNT VERNON](#) (755)  
[JACKSON HEIGHTS](#) (741)

## Case 8:12-cv-00954-AW Document 1-2 Filed 03/28/12 Page 5 of 5

**NORTH CAROLINA**  
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RALEIGH (3,340)  
WILMINGTON (1,982)  
FAYETTEVILLE (1,839)  
DURHAM (1,649)  
WINSTON SALEM (1,601)

**GEORGIA**  
ATLANTA (10,355)  
MARIETTA (2,360)  
SAVANNAH (2,121)  
ALPHARETTA (1,568)  
LAWRENCEVILLE (1,415)  
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**NEW JERSEY**  
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LANCASTER (1,033)  
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**VIRGINIA**  
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ALEXANDRIA (1,819)  
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**Metropolitan Regional Information Systems, Inc.**

v.

**American Home Realty Network, Inc. and Jonathan J. Cardella**

## **Exhibit A-3**

0 Deertree Ln, Rockville, MD 20851, \$499,900, Rockville, Maryland real estate for sale Case 8:12-cv-00954-AW Document 1-3 Filed 03/28/12 Page 2 of 5



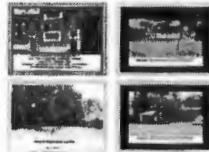
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Rockville, MD 20851

**NEW HOME/TO-BE-BUILT  
"ROCK CREEK OVERLOOK"**  
**PHOTO SIMILAR**  
**SOME OPTIONS MAY BE SHOWN  
(ELEVATION MAY DIFFER)**  
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Which best describes you?

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Are you working with a Real Estate Agent?

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When are you available to view this property?

Yes, I want to see this property.

You will hear back shortly from the best matched Realtor for your request.

First Name:

Required

Last Name:

Required

Email Address:

Required

Telephone:

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Please enter any additional comments:

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**Victor Lewellen**10 Active Listings  
22 Active in past 12 mos.  
Rockville, MD[View Profile](#) [Save Agent](#) [Contact Agent](#)**Alan Brueggemann**

7 Active Listings

22 Active in past 12 mos.

Rockville, MD

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## Case 8:12-cv-00954-AW Document 1-3 Filed 03/28/12 Page 3 of 5

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### Additional Info - 0 Deertree Ln, Rockville, MD 20851

#### PROPERTY DETAILS

##### Property Description:

TO-BE-BUILT. ASK ABOUT ANY POSSIBLE AVAILABLE BUILDER ASSISTANCE WITH CLOSING COSTS. BACKS TO ROCK CREEK REGIONAL PARK. DRIVE 1.5 MILES TO TWINBROOK OR ROCKVILLE METRO. PHOTOS SHOWN SIMILAR & SOME OPTIONS MAY BE SHOWN. PRICES/TERMS/AVAILABILITY SUBJECT TO CHANGE

MLS# MC7698767

Style: Colonial, Townhouse

Roof: Shingle

Construction  
Vinyl siding

##### Exterior Features

Automatic garage door Partially fenced Public sewer service Public water supply TV cable available Above grade is 2191 sq. ft. 38' 24 ASHLAWN

##### Interior Features:

9 ft. + ceiling(s) Call agent for details on home warranty info. Dishwasher Disposal Exhaust fan/hood Full master bathroom Gas range and oven Ice maker Insulated door(s) Kitchen Island Living/dining room combination Microwave oven Open floor plan Refrigerator Separate shower in master bathroom Separate tub in master bathroom Vaulted ceiling(s) Walk-in closet(s) Wall to wall carpeting Washer/dryer hookups Fully finished basement Walk-out basement Foyer Recreation room Ceramic tile flooring Vinyl flooring Carpet Master Bedroom has Carpet Dining Room has Carpet Family Room has Carpet Living Room has Carpet Kitchen has Vinyl Flooring Recreational Room has Carpet Bedroom(s) on upper level(s) Bathroom(s) on upper level(s) Family room on main level

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### Comparable Homes To 0 Deertree Ln, Rockville, MD 20851



**18807 Connecticut Ave.**  
\$595,000  
Rockville, MD 20855  
MLS# MC7162549  
4 Beds / 2 Baths



**30 Maryland Ave 2604**  
\$549,900  
Rockville, MD 20850  
MLS# MC7458677  
2 Beds / 2 Baths



**2401 Westgate Ter. #.**  
\$375,000  
Bethesda, MD 20817  
MLS# MC7058044  
2 Beds / 2 Baths



**13204 Glen Hill Rd**  
\$629,900  
Rockville, MD 20850  
MLS# MC7075939  
3 Beds / 2 Baths



**4720 Herbeck Rd**  
\$500,000  
Rockville, MD 20855  
MLS# MC7301485  
4 Beds / 3 Baths



**5010 Shrine Dr**  
\$350,000  
Kensington, MD 20895  
MLS# MC6992505  
4 Beds / 2 Baths

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Maryvale Elementary School	1.19 miles	584	PK, K-5
Earle B. Wood Middle School	1.33 miles	847	6-8
Rock Creek Valley Elementary School	1.39 miles	378	PK, K-5
St Marys Elementary School	1.44 miles	296	PK, K-8

Schools provided by [education.com](#)  
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### Get Answers - 0 Deertree Ln, Rockville, MD 20851

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Phone: \_\_\_\_\_

Please Enter Your Question:

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[FORT LAUDERDALE \(5,057\)](#)  
[JACKSONVILLE \(4,158\)](#)  
[FORT MYERS \(3,348\)](#)  
[BOCA RATON \(3,343\)](#)  
[CAPE CORAL \(2,934\)](#)

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[HOUSTON \(11,254\)](#)  
[SAN ANTONIO \(6,137\)](#)  
[AUSTIN \(5,052\)](#)  
[DALLAS \(5,028\)](#)  
[FORT WORTH \(3,435\)](#)  
[EL PASO \(2,975\)](#)

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[CHICAGO \(22,751\)](#)  
[NEAR NORTH SIDE \(1,975\)](#)  
[LAKEVIEW \(1,515\)](#)  
[AURORA \(1,502\)](#)  
[NAPERVILLE \(1,478\)](#)  
[ELGIN \(1,303\)](#)

**NEW YORK**  
[NEW YORK \(14,517\)](#)  
[FLUSHING MEADOWS-CORONA PARK \(3,575\)](#)  
[YONKERS \(1,426\)](#)  
[WHITE PLAINS \(763\)](#)  
[MOUNT VERNON \(755\)](#)  
[JACKSON HEIGHTS \(741\)](#)

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[RALEIGH \(3,340\)](#)  
[WILMINGTON \(1,982\)](#)  
[FAYETTEVILLE \(1,839\)](#)  
[DURHAM \(1,649\)](#)  
[WINSTON SALEM \(1,601\)](#)

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[READING \(967\)](#)  
[YORK \(951\)](#)  
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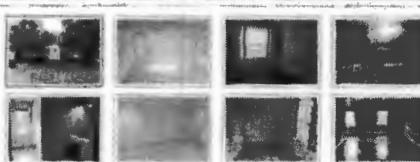
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## **Exhibit A-4**


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## 14824 ROCKING SPRING Dr Rockville, MD 20853



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1-800-357-3321

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Which best describes you?

Buyer  Seller  Real Estate Agent

Are you working with a Real Estate Agent?

Yes  No

When are you available to view this property?

Yes, I want to see this property.

You will hear back shortly from the best matched Realtor for your request.

First Name:  Required Last Name:  Required

Email Address:  Required Telephone:  Required

Please enter any additional comments:

I'm interested in more information about this property.

[SUBMIT](#)

\*Your information will only be used to contact you in order to fulfill your request. It will not be used for any other purpose.

For immediate assistance call us toll free:

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- Get property information
- Connect with a qualified agent
- Schedule a property viewing

### AgentMatch

**Find Expert Agents For This Home**  
14824 ROCKING SPRING Dr, Rockville, MD 20853  
based on transactional experience



**Victor Llewellyn**  
10 Active Listings  
22 Active in past 12 mos.  
Rockville, MD

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**Alan Brizer**  
7 Active Listings  
22 Active in past 12 mos.  
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### Map



**Additional Info - 14824 ROCKING SPRING Dr, Rockville, MD 20853**

**PROPERTY DETAILS**

**Property Description:**

COME BUY TODAY THIS OUTSTANDING BRICK FRONT HOME WITH MANY RECENT UPDATES! NEW STAINLESS STEEL APPLIANCES! WONDERFUL FULL FINISHED BSMT!! BOTH FLOORS!! UPDATED BATHROOM & BRIGHT KITCHEN!! STEAM SHOWER IN BTH!! IN DINING RM!! GARAGE & CARPORT!! LEVEL BACKYARD AND MUCH MORE!!

MLS# MC7691688

Style: Colonial

Parking Type: # of Carports: 1, Parking Included In List Price, Carport, Covered Parking, Driveway/Off Street, Has Garage

Roof: Composite Roof

**Interior Features:**

Center Hall Entrance Foyer Entrance Hall Entrance Has Attic Master Bathroom (Attached) Attic (Access Only) Attic (Storage Only) Automatic Garage Door Opener Ceramic Tile In Bathroom Built-in China Cabinet Corian Counters Crown Molding Double Vanities Drapery Rods Drapes/Curtains Master Bath (Separate Tub) Master Bedroom (Full Bath) Separate Vanities Shades/Blinds Steam Shower Wall-to-Wall Carpeting Washer/Dryer Hookup Wood Floors Floor Plan (Traditional) Dishwasher; Disposal; Exhaust Fan; Extra Refrigerator/Freezer; Iceemaker; Microwave; Oven (Self Cleaning); Oven/Range (Electric); Refrigerator

**Heating Cooling:**

Forced Air Heat Natural Gas Heating Central A/C Electric Cooling

**Water Sewage:**

Public Sewer Public Water Natural Gas

**Have additional information about this listing?**

If you are the listing agent and have additional information, sign up today to claim and update this listing's information. 1-800-357-3321

**Comparable Homes To 14824 ROCKING SPRING Dr, Rockville, MD 20853**



**4720 Marbeck Rd**  
\$500,000  
Rockville, MD 20853  
MLSP MC7301485  
4 Beds / 3 Baths



**4010 Shiree Dr**  
\$350,000  
Kensington, MD 20895  
MLSP MC6992505  
4 Beds / 2 Baths



**2801 Bell Pkwy Rd**  
\$575,000  
Silver Spring, MD 20906  
MLSP MC7377582  
4 Beds / 3 Baths



**2805 Bell Pkwy Rd**  
\$600,000  
Silver Spring, MD 20906  
MLSP MC7371590  
4 Beds / 3 Baths



**14900 Piccadilly Rd**  
\$425,000  
Silver Spring, MD 20906  
MLSP MC7747223  
4 Beds / 3 Baths



**14443 Heritage Hill**  
\$425,000  
Clarksburg, MD 20875  
MLSP MC7471152  
4 Beds / 3 Baths

**Map View**



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Earle B. Wood Middle School	0.40 miles	847	6-8
Flower Valley Elementary School	1.00 miles	444	K-5
Rock Creek Valley Elementary School	1.13 miles	378	PK, K-5
The Children's Learning Center	1.21 miles	117	PK, K-5
Mcps Transitions School	1.25 miles	51	12
Meadow Hall Elementary School	1.26 miles	366	K-5
Rockville High School	1.28 miles	1219	9-12

Schools provided by education.com  
See more information on Rockville schools from Education.com

### Get Answers - 14824 ROCKING SPRING Dr, Rockville, MD 20853

ASK A QUESTION    REVIEWS    FEEDBACK

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Please Enter Your Question:

Note: All fields are required.

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JACKSONVILLE (4,158)  
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BOCA RATON (3,343)  
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EL PASO (2,979)

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HAPERVILLE (1,478)  
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**NEW YORK**  
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WINSTON SALEM (1,603)

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TOMS RIVER (964)  
BRICK (780)  
CHERRY HILL (639)  
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MOUNT LAUREL (497)

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