

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

HOME QUARTERS REAL ESTATE
GROUP, LLC,

Case No. 07-12090

Plaintiff,

Hon. Paul V. Gadola

v.

MICHIGAN DATA EXCHANGE, INC. d/b/a/
MIREALSOURCE, and REALCOMP II,
LTD.,

Magistrate Judge R. Steven Whalen

Defendants.

Michael T. Raymond (P 43254)
Jonathan S. Groat (P58547)
Dickinson Wright PLLC
301 E. Liberty, Suite 500
Ann Arbor, MI 48104-2266
Phone: (734) 623-1629

Sheldon Klein (P41062)
Robin Luce Herrmann (P46880)
Butzel Long
Attorneys for Defendant Michigan Data
Exchange, Inc., d/b/a MiRealSource
150 W. Jefferson, Suite 900
Detroit, MI 48226-4430
(313) 225-7000

Scott L. Mandel (P33453)
Steven H. Lasher (P28785)
Emily L. Matthews (P61477)
Foster Swift Collins & Smith, P.C.
Attorneys for Defendant Realcomp II, Ltd.
313 S. Washington Square
Lansing, MI 48933
517-371-8100

SECOND AMENDED COMPLAINT AND DEMAND FOR TRIAL BY JURY

Plaintiff Home Quarters Real Estate Group, LLC (hereinafter "HQ"), by and through its attorneys, Dickinson Wright PLLC, for its Second Amended Complaint and Demand for Trial by Jury ("Complaint") against Defendants Michigan Data Exchange, Inc. d/b/a MiRealSource (hereinafter "MiRealSource") and Realcomp II, Ltd. ("Realcomp") states as follows:

PRELIMINARY STATEMENT

Plaintiff Home Quarters Real Estate Group, LLC (“HQ”) seeks damages as a result of Defendants’ prior unlawful actions and efforts to prevent HQ from providing to the public an efficient and cost-effective way to buy and sell real estate in the Detroit metropolitan area. HQ previously operated as a licensed real estate brokerage engaged in the practice of assisting consumers with the purchase and/or sale of residential properties. HQ provided services as an innovative realty company that developed faster and more efficient ways to provide realty services to prospective homebuyers and sellers utilizing modern internet technology. HQ provided its customers with the same realty services and same information provided by other realtors in the State of Michigan. However, HQ did so using a different and more efficient way of doing business that passed the resulting cost savings on to its customers.

Defendants are professional trade associations that provide multiple listing services (“MLS”) for residential properties in the Detroit metropolitan area. Defendants are comprised of individual real estate brokers competing with each other. Defendants’ respective memberships overlap in substantial part, such that a significant number of individual competing real estate brokers are members of both Defendants. Participation in each of these MLSs, and access to MLS data provided by them, has been crucial at all relevant times for any realtor, including HQ, to be able to effectively compete in the Southeastern Michigan residential real estate market (Wayne, Oakland, Macomb, Washtenaw, and Livingston Counties).

Defendants previously terminated and/or threatened to terminate HQ’s right to access their MLS data as part of their efforts to destroy HQ’s innovative business model and to thwart competition. Moreover, in furtherance of Defendants’ boycotts denying HQ essential MLS data for conducting searches for listed properties, MiRealSource refused to permit any of HQ’s listings to be

posted on its MLS, and Realcomp threatened to terminate HQ's access to its MLS. These actions, among others, resulted in the cessation of HQ's business and thereby caused substantial damages to HQ, including but not limited to lost market share, lost revenues and lost profits.

Jurisdiction And Venue

1. This Court has jurisdiction over this action under 28 U.S.C. §1331, 28 U.S.C. §1337, and 28 U.S.C. §1367.

2. Defendants are representative trade associations of competing real estate brokers and other real estate professionals. Defendants have engaged, individually and in combination by virtue of, among other things, significant overlapping constituent membership, in an unlawful restraint of interstate trade and commerce in the offering of real estate brokerage services. The activities of Defendants, individually and in concert, are within the flow of interstate commerce and their activities have a substantial effect upon that commerce. For instance, Defendants' activities affect the interstate movement of buyers and sellers of real estate and the interstate movement of insurance financing and similar services, as well as the interstate circulation of referrals, advertising and other information.

3. Venue is proper in this district pursuant to 28 U.S.C. §1391(b).

Parties

4. Plaintiff HQ is a Michigan limited liability company.

5. Defendant MiRealSource is a professional trade association located in Clinton Township, Macomb County, Michigan, that, on information and belief, provides a multiple listing service ("MLS") for residential properties in Michigan and in the greater Detroit metropolitan area. More specifically, MiRealSource was previously and is still engaged in the

practice of operating an Internet-based service used by participating realtors to share and exchange data regarding real estate listings. On information and belief, the MiRealSource database previously contained more than 300,000 listings. In addition, and on information and belief, approximately 8,000 real estate brokers/agents (representing more than 740 offices), including the members of MiRealSource's Board of Directors, compete in the provisioning of real estate services, and use the MiRealSource database.

6. Defendant Realcomp is Michigan's largest realtor-owned MLS provider of residential real property information. Realcomp's principal place of business is located at 28555 Orchard Lake Road, Farmington Hills, Oakland County, Michigan. Realcomp is, on information and belief, wholly-owned by and serves the members of the Dearborn Area Board of Realtors, the Detroit Board of Realtors, the Livingston County Association of Realtors, Metropolitan Consolidated Association of Realtors, the North Oakland County Board of Realtors, and the Western Wayne-Oakland County Association of Realtors. On information and belief, Realcomp serves over 14,500 realtor brokers and agents, including the members of Realcomp's Board of Governors and Realcomp's various constituent realtor boards, who compete in the provision of real estate services. On further information and belief, Realcomp has the largest MLS database in the State of Michigan, and serves nearly half of all realtors in the State of Michigan.

Multiple Listing Services and the Traditional Real Estate Office

7. A Multiple Listing Service (hereinafter "MLS") is a cooperative venture used by competing real estate brokers from various real estate firms to list their properties and exchange data regarding properties for sale. Realtors participating in an MLS provide property listings to the MLS and, in turn, are able to search the MLS listings (hereinafter "MLS Compilation Data") provided by other realtors for properties with characteristics and feature

(e.g., price, addresses, etc.) desired by their clients. On information and belief, every real estate broker and agent in Southeastern Michigan is a member of and/or subscriber to at least one MLS.

8. The widespread use of MLSs by real estate brokers and agents reflects the crucial competitive importance of the central benefit of MLS participation: the opportunity to market to the participants' customers and clients the listings of other MLS participants, and likewise, to have other MLS participants attempt to procure a ready, willing and able buyer for the participants' own listings. The form in which the MLS information is provided to the buying client varies among agents. Generally the agent copies the appropriate MLS listings and hands/faxes/e-mails the MLS information to the buying client for his review. If a customer desires to inspect any of the properties located by the realtor through the MLS, the realtor facilitates such inspections and, ultimately, the purchase of any such property.

HQ's Innovative Business Model

9. HQ's business model, which has since been put out of business by the unlawful actions of Defendants detailed herein, incorporated new Internet technology with traditional real estate practice. Prospective buyers were invited to visit HQ's website and engage HQ as their realtor. If the prospective homebuyer chose to engage HQ as his/her realtor, he/she did so by entering into an agreement with HQ whereby he or she became HQ's client (hereinafter "buying client") and agreed to HQ's Terms of Use. In addition, to become an HQ buying client via the HQ website, a consumer was required to provide HQ with an e-mail address, which HQ would verify as legitimate and operational. The buying client was then allowed to access HQ's private, password protected website to search a restricted range of MLS-listed homes based upon client-specified criteria.

10. When a buying client desired to physically tour a listed property or properties, he or she would contact an HQ agent via email or telephone to arrange a showing between the client (and/or cooperative realtor or agent, if applicable) and one of HQ's sales agents. In order to arrange the showing, the HQ agent was required to access MLS Compilation Data to obtain detailed information concerning the requested property and to obtain contact information to make an appointment for a showing. Next, the HQ agent would meet the prospective buying client at the property, show the property to the buying client, and assist in the purchase of the property.

11. Like traditional realtors, HQ provided its customers with MLS information for properties meeting their buying criteria. Rather than printing the MLS information or providing it via email, HQ's innovative business model delivered the same information through its more convenient and efficient private, password-protected website directly to the customer.

12. The HQ business model was uniquely consumer-focused. HQ's innovative business model met the demands of consumers who wanted to search for a new home from the comfort of their homes or offices. HQ's innovative format gave its customers the flexibility to conduct their own searches of MLS Compilation Data at their leisure and allowed HQ to alert its customers of updated MLS listings as soon as they become available.

13. HQ also assisted other clients wishing to sell their properties (hereinafter "selling clients") by, among other things, listing such properties on MLS systems so that the selling clients' properties had exposure to potential buyers.

14. Because of the efficiencies of HQ's business model, it was able to pass significant savings along to its clients by charging lower commissions than more traditional realtors. For example, HQ offered a cash rebate of up to one percent (1%) of the sale price to

those buyers who used HQ's services to purchase their home. For sellers, HQ typically offered to list a seller's property for a four and one-half percent (4.5%) commission, which is one and one-half (1.5%) to two and one-half (2.5%) less than the typical commission rate of six percent (6%) to seven percent (7%) of the sales price of the home.

15. Traditional realtors, like the realtors who control and make up Defendants' constituent and overlapping memberships, were threatened by HQ's business because it jeopardized their profits and their traditional way of doing business. As a result, and as detailed herein, Defendants acted to unreasonably restrain trade and, ultimately, put HQ out of business.

16. As a result of Defendants' unlawful actions in restraining competition and putting HQ out of business, HQ has suffered damages in excess of \$10,000,000.

Defendants' Unlawful Actions in Restraint of Trade

17. Defendants are representative trade associations of competing real estate brokers and other real estate professionals that agreed to policies and rules that impeded and unreasonably restrained competition. Defendants' individual membership is comprised of real estate brokers in direct competition with each other. On information and belief, at all times relevant to this Complaint, Defendants had significant overlapping constituent membership such that a substantial number of competing real estate brokers and other professionals were members of both Defendants. By virtue of their overlapping membership and market power, Defendants assumed the power to exclude other competitors from access to necessary business resources. In addition, and on information and belief, Defendants' board members and related operational control groups were similarly competing real estate brokers or related competitive entities that, through their use and control of Defendants, had effective control over the resources and practices used to exclude HQ from the market. As such, Defendants served as mere

instrumentalities for the competitive business purposes and agendas of their constituent members and board members. As set forth herein, each defendant acted individually as a combination to unreasonably restrain trade by shutting down the business of an innovative competitor, HQ, and by otherwise frustrating HQ's attempt to compete in the market dominated by Defendants. In addition, Defendants acted in concert to frustrate HQ's attempt to compete.

18. HQ became a MiRealSource MLS member and shareholder on or about April 15, 2002.

19. HQ became a Realcomp MLS member and subscriber on or about October 2001.

20. As a member of the MiRealSource MLS, HQ was required to submit certain of its listings to the MiRealSource MLS for posting on the MLS, and was authorized to access and use MiRealSource MLS Compilation Data in compliance with the MiRealSource Rules and Regulations. A copy of the MiRealSource Rules and Regulations at issue is attached hereto as Exhibit A.

21. The MiRealSource Rules and Regulations at issue did not prohibit HQ from downloading the MiRealSource MLS Compilation Data or from allowing HQ's agents and/or buying clients to search the MiRealSource MLS Compilation Data for available properties. The MiRealSource Rules and Regulations at issue did not allow MiRealSource to discriminate among members by denying access to MiRealSource MLS Compilation Data to members that were in compliance with the MiRealSource Rules and Regulations.

22. As a subscriber to the Realcomp MLS, HQ was required to submit certain of its listings to the Realcomp MLS for posting on the MLS, and was authorized to access and use the Realcomp MLS Compilation Data in compliance with the Realcomp Rules and

Regulations. A copy of the Realcomp Rules and Regulations at issue is attached hereto as Exhibit B.

23. The Realcomp Rules and Regulations at issue did not prohibit HQ from downloading the Realcomp MLS Compilation Data or from allowing HQ's agents and/or buying clients to search the Realcomp MLS Compilation Data for available properties. The Realcomp Rules and Regulations at issue did not allow Realcomp to discriminate among members by denying access to Realcomp MLS Compilation Data to members that were in compliance with the Realcomp Rules and Regulations.

24. On or about May 16, 2003, HQ received notification from MiRealSource that MiRealSource was terminating HQ's rights to access MiRealSource MLS Compilation Data, claiming that HQ's use of that data was in violation of the Rules and Regulations at issue.

25. On or about May 19, 2003, Realcomp terminated HQ's right to access Realcomp MLS Compilation Data, claiming that HQ's use of that data was in violation of the Realcomp Rules and Regulations at issue. Although Realcomp partially restored HQ's access in some regards, Realcomp persisted in asserting its right to deny HQ access based on purported rule violations.

26. On or about May 20, 2003, both Defendants shut off HQ's access to their respective MLSs within approximately 24 hours of one another. The nature of Defendants' actions and the more-than-coincidental timing of Defendants' actions, in conjunction with the fact of Defendants' significant overlapping membership, makes it highly likely that Defendants' actions were not mere parallel behavior, but rather indicative of an advance understanding between Defendants to restrain competition.

27. HQ subsequently received restored access in August 2003 but, by that time, HQ's business was in disarray. HQ was forced to refund a substantial amount of fees collected prior to Defendants' shutting off of their respective MLS services and also to lay off employees. Defendants subsequently enacted new rules that prohibited HQ's business model and thus would have required that HQ comport with the "traditional" business model dictated by Defendants.¹ As a direct result, HQ was put out of business.

28. As a consequence of HQ's purported "violations" of the MiRealSource Rules and Regulations, MiRealSource prevented HQ from posting its selling clients' listings on the MiRealSource MLS and denied HQ and its buying clients access to MiRealSource MLS Compilation Data.

29. As a consequence of HQ's purported "violations" of the Realcomp Rules and Regulations at issue, Realcomp previously threatened to prevent HQ from posting its selling clients' listings on the Realcomp MLS and denied HQ and its buying clients access to Realcomp MLS Compilation Data.

30. At all times relevant to its Complaint, HQ was in compliance with the respective Rules and Regulations at issue of MiRealSource and Realcomp.

31. HQ owed contractual obligations to its selling clients pursuant to its prior agreements with its selling clients. According to the terms of those agreements, HQ was required to, among other things, cause the selling clients' listings to be posted on an MLS such as MiRealSource and/or Realcomp.

¹ The rules enacted by Defendants are similar in effect to those presently at issue in the ongoing litigation *United States v. National Ass'n. of Realtors*, 2006 WL 3434263 (N.D. Ill.), wherein the U.S. Justice Department has brought an antitrust action against the National Association of Realtors for its role in promoting policies like those instituted by Defendants, which the Justice Department has alleged were intended to thwart competition from upstart, Internet-based realtors like HQ.

32. Defendants' prior contentions that HQ was in violation of Defendants' respective Rules and Regulations was a pretext designed to destroy HQ and its innovative business model by denying HQ access to data essential to compete in the relevant market and otherwise provide profits and ensure greater and continuing market share to Defendants and their constituent membership of competing real estate brokers and other real estate professionals.

33. To the extent that any of Defendants' respective Rules and Regulations "prohibited" the use of Defendants' MLS Compilation Data for the operation of HQ's real estate business, any such rules and regulations represented unlawful restraints on trade and competition.

34. During the brief time HQ was permitted to operate in the relevant market, HQ had over 6,000 registered buying and/or selling clients who used its innovative services. By impairing HQ's right to post its listings onto their MLSs, and/or by denying HQ and its buying clients access to their MLS Compilation Data, Defendants effectively shut down HQ's business. As a direct and proximate result, HQ lost its client base and HQ's clients and other consumers lost access to the more efficient and economical business model offered by HQ for buying and selling residential real estate.

35. A relevant market is that for residential real estate brokerage services in Southeastern Michigan (Wayne, Oakland, Macomb, Washtenaw, and Livingston Counties). Another relevant market is that for residential real estate brokerage services in Macomb County, Michigan.

Count I

Violation of § 1 of the Sherman Act by Defendant MiRealSource

36. HQ incorporates by reference as if set forth fully here the preceding paragraphs of its Complaint.

37. The conduct of MiRealSource detailed herein allegedly taken pursuant to the MiRealSource Rules and Regulations adopted by its Board of Directors and/or shareholders/members represents a contract, combination or conspiracy in the form of a boycott or concerted refusal to deal, that unreasonably restrained trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

38. In addition, the conduct of MiRealSource detailed herein, in acting in concert with the competing MLS service Realcomp to thwart HQ's attempt to compete, represents a contract, combination or conspiracy, in the form of a boycott or concerted refusal to deal, that unreasonably restrained trade in violation of Section 1 of the Sherman Act.

39. At all times relevant to this Complaint, MiRealSource had market power in the market for residential real estate brokerage services in Southeastern Michigan, and in the market for residential real estate brokerage services in Macomb County. It controlled exclusive access to elements essential for effective competition. One such element was providing access to list properties for sale on the MLS which facilitated the sale of such properties for sellers. Another such element was its control of access to MLS Compilation Data used for locating real estate for prospective buyers. Access to these elements was at all relevant times essential for real estate brokers and agents to compete, and could not be reasonably duplicated. In addition, it was feasible for MiRealSource to provide HQ with access to these essential elements (as evidenced by the fact that it had done so in the recent past).

40. The members of MiRealSource that agreed to exclude HQ from posting its listings on the MiRealSource MLS and from accessing the MiRealSource MLS Compilation Data are economic competitors of HQ who were at all relevant times motivated by a desire to maintain high prices for real estate brokerage services, to protect the traditional manner in which real estate brokering services have been provided, and to injure, cripple and eliminate competition. MiRealSource engaged in these anti-competitive acts with the specific intent of adversely injuring, crippling and eliminating competition in the relevant market.

41. MiRealSource's conduct substantially and adversely affected competition by, among other things, depriving consumers of substantial competition in the form of better pricing, better services, a wider variety of services, and more efficient access to information and realty services.

42. MiRealSource's conduct was not, and cannot, be justified on the ground that it accomplished a goal of justifying self-regulation. In any event, MiRealSource's conduct was not reasonably related to any such goal.

43. As a consequence of MiRealSource's unlawful conduct, HQ was injured in its business or property and suffered substantial damages, including past and present lost revenues and profits, market share, and goodwill and harm to HQ's reputation. HQ seeks actual damages, interest on actual damages, treble damages, and the cost of suit including reasonable attorneys' fees, pursuant to Section 4 of the Clayton Act, 15 U.S.C. § 15(a) (1994).

Count II

MiRealSource's Violation of The Michigan Antitrust Reform Act

44. HQ incorporates by reference as if set forth fully here the preceding paragraphs of its Complaint.²

45. The conduct of MiRealSource detailed herein, allegedly taken pursuant to the MiRealSource Rules and Regulations at issue adopted by its Board of Directors and/or shareholders/members, represents a contract, combination or conspiracy, in the form of a boycott or concerted refusal to deal, that unreasonably restrains trade in violation of the Michigan Antitrust Reform Act, M.C.L.A. §445.771 *et. seq.*

46. In addition, the conduct of MiRealSource detailed herein, in acting in concert with the competing MLS service Realcomp to thwart HQ's attempt to compete, represents a contract, combination or conspiracy, in the form of a boycott or concerted refusal to deal, that unreasonably restrained trade in violation of the Michigan Antitrust Reform Act, M.C.L.A. §445.771 *et. seq.*

47. Defendant's wrongful conduct directly harmed a business with its principal place of business in Michigan and directly harmed consumers in the State of Michigan.

48. This Court has accepted jurisdiction over this claim based on principles of supplemental jurisdiction.

² HQ's initial Complaint filed in this Court alleged the Michigan Antitrust Reform Act claim. The Court's June 22, 2007 Order of Partial Dismissal Without Prejudice dismissed without prejudice HQ's Michigan Antitrust Reform Act claim. By its Order dated August 15, 2007, the Court accepted jurisdiction over this claim.

49. Pursuant to Section 8 of the Michigan Antitrust Reform Act, M.C.L.A. §445.778, HQ seeks its actual damages, interest on actual damages, and the cost of suit including reasonable attorneys' fees. In addition, HQ seeks treble damages for MiRealSource's flagrant and intentional violations of Michigan law pursuant to Section 8(2) of the Michigan Antitrust Reform Act, M.C.L.A. §445.778.

Prayer For Relief Against MiRealSource

WHEREFORE, Plaintiff prays for judgment against Defendant MiRealSource as follows:

- A. Award HQ its actual damages in excess of \$10,000,000 sustained as a result of Defendant's illegal, unlawful and improper actions, trebled as provided by § 4 of the Clayton Act (15 U.S.C. § 15) and § 8 of the Michigan Antitrust Reform Act (M.C.L.A. §445.778);
- B. Award HQ its costs and expenses, including reasonable attorneys' fees as provided by § 4 of the Clayton Act (15 U.S.C. § 15) and § 8 of the Michigan Antitrust Reform Act (M.C.L.A. §445.778); and,
- C. Grant HQ any other relief and/or damages that this Court deems just and equitable.

Count III

Violation of § 1 of the Sherman Act by Defendant Realcomp

50. HQ incorporates by reference as if set forth fully here the preceding paragraphs of its Complaint.

51. As detailed herein, the conduct of Realcomp, allegedly taken pursuant to the Realcomp Rules and Regulations at issue and adopted by the members of Realcomp's Board of Governors and/or Realcomp's various constituent realtor boards represents a contract, combination or conspiracy, in the form of a boycott or concerted refusal to deal, that unreasonably restrained trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

52. In addition, the conduct of Realcomp detailed herein, in acting in concert with the competing MLS service MiRealSource to thwart HQ's attempt to compete, represents a contract, combination or conspiracy, in the form of a boycott or concerted refusal to deal, that unreasonably restrained trade in violation of Section 1 of the Sherman Act.

53. At all times relevant to this Complaint, Realcomp had market power in the market for residential real estate brokerage services in Southeastern Michigan. It controlled exclusive access to elements essential for effective competition. One such element was providing access to list properties for sale on its MLS which facilitates the sale of such properties for sellers. Another such element was its control of access to MLS Compilation Data used for locating real estate for prospective buyers. Access to these elements was essential to compete, and could not be reasonably duplicated. In addition, it was at all relevant times feasible for Realcomp to provide HQ with access to these essential elements (as evidenced by the fact that it had previously done so).

54. The members of Realcomp that agreed and/or threatened to exclude HQ from posting its listings on the Realcomp MLS and from accessing the Realcomp MLS Compilation Data are economic competitors of HQ who were motivated by a desire to maintain high prices for real estate brokerage services, to protect the traditional manner in which real estate brokering services have been provided, and to injure, cripple and eliminate competition. Realcomp engaged in these anti-competitive acts with the specific intent of adversely injuring, crippling and eliminating competition in the relevant market.

55. Realcomp's conduct substantially and adversely affected competition by, among other things, depriving consumers of substantial competition in the form of better pricing,

better services, a wider variety of services, and more efficient access to information and realty services.

56. Realcomp's conduct is not, and cannot, be justified on the ground that it accomplished a goal justifying self-regulation. In any event, it was not reasonably related to any such goal.

57. As a consequence of Realcomp's unlawful conduct, HQ has been injured in its business or property and has suffered damages. HQ seeks actual damages, treble damages, interest on actual damages, and the cost of suit including reasonable attorneys' fees, pursuant to Section 4 of the Clayton Act, 15 U.S.C. § 15(a) (1994).

Count IV

Realcomp's Violation of The Michigan Antitrust Reform Act

58. HQ incorporates by reference as if set forth fully here the preceding paragraphs of its Complaint.³

59. As detailed herein, the conduct of Realcomp, allegedly taken pursuant to the Realcomp Rules and Regulations at issue and adopted by the members of Realcomp's Board of Governors and/or Realcomp's various constituent realtor boards, represents a contract, combination or conspiracy, in the form of a boycott or concerted refusal to deal, that unreasonably restrains trade in violation of the Michigan Antitrust Act, M.C.L.A. §445.771 *et. seq.*

³ HQ's initial Complaint filed in this Court alleged the Michigan Antitrust Reform Act claim. The Court's June 22, 2007 Order of Partial Dismissal Without Prejudice dismissed without prejudice HQ's Michigan Antitrust Reform Act claim. By its Order dated August 15, 2007, the Court accepted jurisdiction over this claim.

60. In addition, the conduct of Realcomp detailed herein, in acting in concert with the competing MLS service MiRealSource to thwart HQ's attempt to compete, represents a contract, combination or conspiracy, in the form of a boycott or concerted refusal to deal, that unreasonably restrained trade in violation of the Michigan Antitrust Reform Act, M.C.L.A. §445.771 *et. seq.*

61. Realcomp' wrongful conduct directly harmed a business with it principal place of business in Michigan and directly harmed consumers in the State of Michigan.

62. This Court has jurisdiction over this claim based on principles of supplemental jurisdiction.

63. Pursuant to Section 8 of the Michigan Antitrust Reform Act, M.C.L.A. §445.778, HQ seeks actual damages, interest on actual damages, and the cost of suit including reasonable attorneys' fees. In addition, HQ seeks treble damages for Realcomp's flagrant and intentional violations of Michigan law pursuant to Section 8(2) of the Michigan Antitrust Reform Act, M.C.L.A. §445.778.

Prayer For Relief Against Realcomp

WHEREFORE, Plaintiff prays for judgment against Realcomp as follows:

- A. Award HQ its actual damages in excess of \$10,000,000 sustained as a result of Defendant's illegal, unlawful and improper actions, trebled as provided by § 4 of the Clayton Act (15 U.S.C. § 15) and § 8 of the Michigan Antitrust Reform Act (M.C.L.A. §445.778);
- B. Award HQ its costs and expenses, including reasonable attorneys' fees as provided by § 4 of the Clayton Act (15 U.S.C. § 15) and § 8 of the Michigan Antitrust Reform Act (M.C.L.A. §445.778); and,
- C. Grant HQ any other relief and/or damages that this Court deems just and equitable.

DEMAND FOR TRIAL BY JURY

Plaintiff Home Quarters Real Estate Group, LLC, by and through its attorneys, Dickinson Wright PLLC, hereby demands a trial by jury of all issues so triable.

Respectfully submitted,

DICKINSON WRIGHT PLLC

By: /s/Jonathan S. Groat
Jonathan S. Groat (P58547)
Attorneys for Plaintiff
301 E. Liberty, Suite 500
Ann Arbor, MI 48104-2266
Phone: (734) 623-1629
Fax: (734) 623-1625
Email: jgroat@dickinsonwright.com

Dated: August 27, 2007

ANNARBOR 35337-1 36595v6

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Hon. Paul V. Gadola

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Michael T. Raymond (P43254)
Jonathan S. Groat (P58547)
Dickinson Wright PLLC
Attorneys for Plaintiff
Home Quarters Real Estate Group, LLC
301 East Liberty, Suite 500
Ann Arbor, Michigan 48104
Phone: (734) 623-1629
Email: jgroat@dickinsonwright.com

Sheldon Klein (P41062)
Robin Luce Herrmann (P41062)
Butzel Long
Attorneys for Defendant
150 W. Jefferson
Suite 900
Detroit, MI 48226-4430
Phone: (313) 225-7000
Email: luce@butzel.com

Scott L. Mandel (P33453)
Steven H. Lasher (P28785)
Emily L. Matthews (P61477)
Foster Swift Collins & Smith, P.C.
Attorneys for Defendant Realcomp II, Ltd.
313 S. Washington Square
Lansing, MI 48933
Phone: (517) 371-8100
Email: smandel@fosterswift.com

PROOF OF SERVICE

Kristen Milam, hereby certify that on August 28, 2007, I electronically filed *Second Amended Complaint and Demand For Trial By Jury* and this *Proof of Service* with the Clerk of the Court using the ECF system which will send notification of such filing to the following:

Robin Luce Herrmann
Sheldon Klein
Butzel Long, PC
luce@butzel.com
klein@butzel.com

Scott L. Mandel
Foster Swift Collins & Smith PC
smandel@fosterswift.com

/s/ Kristen Milam
Dickinson Wright PLLC
301 East Liberty Street, Suite 500
Ann Arbor, MI 48104
(734) 623-1728
kmilam@dickinsonwright.com