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**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

**GRADY HILLIS, GRADY HILLIS
REALTY, and GLH PROPERTY
INVESTMENTS LLC,**

Plaintiffs,

vs.

**NATIONAL ASSOCIATION OF
REALTORS, ARIZONA
ASSOCIATION OF REALTORS,
ARIZONA REALTORS; WHITE
MOUNTAIN ASSOCIATION OF
REALTORS; SUPRA®; LIPSON,
NEILSON, COLE, SELZER,
GARIN P.C.; DAX WATSON;
FINANCIAL BUSINESS
SOLUTIONS, AKA FBS,
FLEXMLS®; JOHN DOES I-V;
JANE DOES I-V; ABC
CORPORATIONS I-V; and XYZ
PARTNERSHIPS I-V,**

Defendants.

**CASE NO.: 3:21-cv-08194-SPL

FIRST AMENDED COMPLAINT
AND
JURY DEMAND**

1. Plaintiffs, **GRADY HILLIS, GRADY HILLIS REALTY, and GLH PROPERTY INVESTMENTS LLC**, (hereinafter "Plaintiffs"), by and through their undersigned counsel, for their Complaint, answer and allege as follows:

PARTIES, JURISDICTION AND VENUE

2. Plaintiff, Grady Hillis, is a resident of Lakeside, (Navajo County), Arizona and a licensed real estate broker and investor in Arizona conducting a real estate brokerage investment business primarily in Navajo, Apache and occasionally, Maricopa County, Arizona and has been licensed as a real estate agent or broker in Arizona for approximately 23 years. This Plaintiff was damaged by the actions of the Defendant(s) both as a real estate broker and as an investor, seller and buyer employing other real estate brokers and agents for their services. These services were damaged, hindered or infringed upon by the actions of the Defendant(s) causing damage to the Plaintiff(s).

3. Plaintiff, Grady Hillis Realty, is Plaintiff, Grady Hillis' real estate brokerage, licensed in Arizona conducting a real estate brokerage and investment business primarily in Navajo, Apache and occasionally, Maricopa County, Arizona for over 10 years. These services were hindered or infringed upon by the actions of the Defendant(s) causing damage to the Plaintiff(s).

4. Plaintiff, GLH Property Investments LLC is Plaintiff, Grady Hillis' real estate investment company formed as an Limited Liability Company in Arizona. Plaintiff, Grady Hillis, is the sole owner and managing member of this LLC. The actions of the Plaintiff(s) were damaged, hindered or infringed upon by the actions of the Defendant(s) causing damage to the Plaintiff(s).

1
2 5. Defendants, NATIONAL ASSOCIATION OF REALTORS (hereinafter NAR) “is a
3 trade association organized under the laws of Illinois with its principal place of
4 business in Chicago. It is the leading national trade association of real estate
5 brokers and agents. Among its members are licensed residential real estate brokers
6 (and agents) (Emphasis added), including brokers who provide real estate
7 brokerage services to home sellers (“listing brokers”), home buyers (“buyer
8 brokers”), or both (collectively “residential brokers”). It includes its successors and
9 assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint
10 ventures, and their directors, officers, managers, agents, and employees .¹ It is the

11
12
13 On July 1, 2021 the United States Department of Justice (DOJ) filed a Notice of Withdrawal of Consent to Entry of
14 Proposed Final Judgment and a Notice of Consent to Entry of Proposed Final Judgment. This is the definition the DOJ
used to describe NAR in its case against NAR filed in the United States District Court for the District of Columbia on
November 19, 2020 Case number 1:20-cv-3356 for antitrust violations that “collectively unreasonably restrain trade
in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1 and should be enjoined.”

15 The DOJ further alleged that NAR “has adopted a series of rules, policies and practices governing, among other things,
the publication and marketing of real estate, real estate broker commissions, as well as real estate broker access to
lockboxes, that have been widely adopted by NAR’s members resulting in a lessening of competition among real
16 estate brokers to the detriment of American home buyers. These NAR rules, policies and practices
include:...prohibiting NAR-affiliated multiple-listing services (“MLSs”) from disclosing to prospective buyers the
amount of commission that the buyer broker will earn...allowing buyer brokers to **MISREPRESENT** (emphasis
17 added) that a buyers broker’s services are free....and limiting access to the lockboxes that provide licensed brokers
with physical access to a home that is for sale to only brokers who are members of a NAR-affiliated MLS.”

18 (Note: In Arizona this also includes the real estate agents that work as independent contractors for brokers and are
paid by brokers.)

19 The depth of the reach of NAR’s infringement was described on page 3 paragraph 7 of the DOJ’s complaint which
states “...NAR establishes and enforces rules, policies and practices that are adopted by NAR’s 1400+ local
20 associations (also called “Member Boards”) and their affiliated MLSs that govern the conduct of NAR’s
approximately 1.4 million-member REALTORS® who are engaged in residential real estate brokerages across the
United States.”

21 The DOJ illustrates how NAR controls its Member Boards (and the brokers and agents that are associated with the
Member Board) by citing the NAR Code of Ethics on page 3 paragraph 7 of the complaint which states “(a)ny Member
22 Board which shall neglect or refuse to maintain and enforce the Code of Ethics with respect to the business activities
of its members may, after due notice and opportunity for hearing, be expelled by the Board of Directors from
membership in the National Association.” (Citation omitted).

23 Filed with the complaint on the same day was a 16 page Proposed Final Judgment that listed numerous measures
that NAR would be ordered to take to remedy the alleged Antitrust violations as well as a 3 page United States
24 Explanation of Consent Decree Procedures under page 2 paragraph 5 the DOJ reserved the right to withdraw the
Proposed Final Judgment.

parent company that controls all or most of the actions of the Arizona Association of Realtors (hereinafter AAR)² and Arizona Realtors (hereinafter AR).

6. Defendants, AAR is a trade association held as a non-profit corporation that is a subsidiary or division of NAR with its headquarters in Phoenix, Arizona, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

On December 10, 2020 the DOJ filed a 22 page Competitive Impact Statement that parroted much of the information from the previous pleadings.

On July 1, 2021 the DOJ filed a Notice of Withdrawal of Proposed Final Judgment and a Notice of Voluntary Dismissal. In these two short documents the DOJ stated “After filing the Complaint and proposed Final Judgment, the United States sought Defendant’s consent to amend the Reservation of Rights provision in Section XI of the proposed Final Judgment to eliminate any potential limitation of the future ability of the United States to investigate and challenge additional potential antitrust violations committed by Defendant. Defendant declined to consent. As a result, the United States has chosen to exercise its right under Paragraph 2 of the Stipulation and order to withdraw its consent to entry of the proposed Final Judgment.” In the Notice of Voluntary Dismissal, the DOJ asked the Court to dismiss the matter without prejudice.

On the same day, the DOJ issued a statement which stated, among other things, “(t)he department determined that the settlement will not adequately protect the department’s rights to investigate other conduct by NAR that could impact competition on the real estate market and may harm home sellers and home buyers. The department is taking this action to permit a broader investigation of NAR’s rules and conduct to proceed without restriction.”

It appears that a Texas based real estate brokerage also filed suit recently in the Seattle District Court against NAR alleging antitrust violations. The merits of this case are not known and may be determined during discovery. (See March 9, 2021 Real Estate Seattle Times Article). All of the documents discussed in this footnote are attached collectively as Exhibit 1 in the order discussed.

²See 2019 Bylaws of NAR attached as Exhibit 2. It is a 20 page document. Article 1 Section 1 refers to local boards being referred to as Member Boards. The Member Boards relevant in this case are AAR and subsequently AR, AAR’s grievance committee both described above. WMAR is described in paragraph 8 and is a member board that is subordinate to AAR and, therefore, subordinate to NAR. See also Article IV Section 1 of the NAR Code of Ethics which requires all Member Boards to adopt the NAR Code of Ethics. See also the 2018 AAR Bylaws, Policies and Official Statements attached as Exhibit 3. Article XIII of this 24 page document states that AAR may discipline members for violating the code of ethics. See also the 2020 WMAR Bylaws and (sic) Rules and Regulations attached at Exhibit 4. Article VI Section 2 of this 17 page document states in part: “Any member of the Association may be reprimanded, fined, place (sic) on probation, suspended, or expelled by the Board of Directors for a violation of these Bylaws and (sic) Association Rules and Regulations...”. The documents in Exhibits 2 through 4 were the only versions available at the time of this writing. Plaintiff’s believe that they have not substantially changed in years but will address the issues with the Court after discovery if it is determined that other versions will make a relevant difference to the causes of action in this complaint. AAR and AR may be one in the same. This will be determined during discovery.

1 7. Defendants, AR is a grievance committee that is a subsidiary or division of NAR and
2 AAR with its headquarters in Phoenix, Arizona, its successors and assigns, and its
3 subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their
4 directors, officers, managers, agents, and employees.

5
6 8. Defendants, WHITE MOUNTAIN ASSOCIATION OF REALTORS (hereinafter
7 WMAR) is a trade association that is a subsidiary or division of NAR and AAR with its
8 headquarters in Lakeside, Arizona, its successors and assigns, and its subsidiaries,
9 divisions, groups, affiliates, partnerships, and joint ventures, and their directors,
10 officers, managers, agents, and employees.

11
12 9. Defendants Lipson, Nielson Cole, Selzer, Garin P.C. (Hereinafter, Lipson) is an
13 Arizona Law Firm that represented, and may still represent WMAR and possibly some
14 of the other Defendants in this case its successors and assigns, and its subsidiaries,
15 divisions, groups, affiliates, partnerships, and joint ventures, and their directors,
16 officers, managers, agents, and employees.

17
18 10. Defendant, Dax R. Watson (Hereinafter, Watson), is a licensed attorney in Arizona
19 that is or has been employed by Defendants, Lipson, Nielson, and his successors and
20 assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint
21 ventures, and their directors, officers, managers, agents, and employees.

22
23 11. Defendants, Financial Business Solutions AKA FBS (hereinafter FBS) is the creator
24 of FLEXMLS® (hereinafter FLEX) which is a collaborative Multiple Listing Service

1 used by almost 200 real estate markets worldwide with headquarters in Fargo, North
 2 Dakota, its successors and assigns, and its subsidiaries, divisions, groups, affiliates,
 3 partnerships, and joint ventures, and their directors, officers, managers, agents, and
 4 employees.

5
 6 12. Defendants, FLEX is the collaborative Multiple Listing Service created by FBS and
 7 used by almost 200 real estate markets worldwide with headquarters in Fargo, North
 8 Dakota, its successors and assigns, and its subsidiaries, divisions, groups, affiliates,
 9 partnerships, and joint ventures, and their directors, officers, managers, agents, and
 10 employees.³

11
 12 13. Defendants, “Supra is a leading global provider of key management solutions. Supra
 13 released its first lockbox system in 1955 for the real estate industry. The Supra real
 14 §and WMAR) (Emphasis added) and multiple listing services for real estate agents
 15 (and brokers) (Emphasis added) to efficiently market and show listed homes.” Their
 16 headquarters are 4001 Fairview Industrial Dr. SE Salem, Oregon 97302 and includes
 17 its successors and assigns, and its subsidiaries, divisions, groups, affiliates,
 18
 19
 20

21
 22 ³ On information and belief FBS and FLEX are contracted with either NAR, AAR and/or WMAR to provide MLS
 23 services to real estate brokers and agents. The MLS information is automatically redacted when sent to real estate
 24 clients. This violates Arizona State Law, Arizona Administrative Code, State and Federal Antitrust Statutes, and the
 First Amendment and Interstate Commerce Clause of the United States Constitution. These matters will be
 discussed in further detail later in the complaint. It is likely that FBS and FLEX are merely acting at the direction of
 NAR, AAR and/or WMAR and it may be that only injunctive relief is sought from FBS and/or FLEX depending on
 any information found through additional discovery or any cross claim they may file against the other Defendants.
 (See information found about FBS and FLEX found on the Web collectively attached as Exhibit 5).

1 partnerships, and joint ventures, and their directors, officers, managers, agents, and
 2 employees.⁴

3
 4 14. Jurisdiction is conferred onto this Court under 28 U.S.C. §§ 1331. Jurisdiction over the
 5 state law claims is conferred by 28 U.S.C. §§ 1367. Venue is proper in this District.

6 7 **RELEVANT HISTORY**

8
 9 15. For nearly two decades the Defendants have infringed on the rights and duties as of
 10 the Plaintiff(s) as a real estate broker, real estate investor and client of the
 11 Defendant(s).

12
 13 16. In approximately 2005, Defendant(s) began redacting personal contact information
 14 out of Plaintiff's sales listings when an emailed copy was sent to a potential buyer.
 15 This also occurs with all other listings disseminated by other brokers and agents who
 16 are members of WMAR. There is no way for a broker or agent to override this. The
 17 primary information redacted is the agent and or broker information. This makes all
 18 listings appear to be the broker or agents listing that sends it and tends to reduce

19
 20
 21 ⁴ This information was obtained from Supra's website. Supra's lockboxes limit access to the lockboxes to only
 22 members of a particular association and not all Arizona real estate brokers and/or agents and people authorized by the
 23 broker, agent or seller. Further, this lockbox is required by the WMAR rules and, likely, the AAR rules and NAR
 24 rules. It is likely Supra is contracted with NAR, AAR and/or WMAR and is operating under the direction of one of
 the other Defendants. This violates Arizona State Law, Arizona Administrative Code, State and Federal Antitrust
 Statutes, and the First Amendment and Interstate Commerce Clause of the United States Constitution. These matters
 will be discussed in further detail later in the complaint. It is likely that Supra is merely acting at the direction of
 NAR, AAR and/or WMAR and it may be that only injunctive relief is sought from Supra depending on any
 information found through additional discovery or any cross claim they may file against the other Defendants.

1 competition and infringes on advertising by making it difficult for the potential buyer to
 2 obtain the listing broker's contact information. This practice has occurred for at least
 3 the past 16 years.

4
 5 17. The Defendants has adopted rules and fines that do not allow for the disclosure of
 6 personal broker or agent information in the public remarks of listings including, but not
 7 limited to, names, phone numbers, social media accounts. In practice, this also
 8 includes information a broker or agent has about their financial interest in a property.
 9 Further, these rules limit engaging in transactions to only brokers and agents who are
 10 members of the MLS instead of all brokers and agents licensed in Arizona. These
 11 rules even prohibit an owner/seller of their home from placing their own for sale sign
 12 on their property. This chills competition, restricts the ability of an agent or broker to
 13 get new buyers or sellers and misrepresents to potential buyers an agent or broker's
 14 financial interest. There are extreme sanctions for failing to follow these rules
 15 (including a \$15,000.00 fine and/or expulsion) and, ultimately, it is referred to AAR to
 16 impose the discipline.⁵

17
 18 ⁵ The WMAR Rules and Regulations of the Multiple Listing Service (hereinafter MLS Rules) is a 37 page document
 19 attached as Exhibit 6. The first 24 pages focuses on advertising rules and the next 3 pages focus on lockboxes. The
 20 first 27 pages is what is most relevant to this complaint and should be read in its entirety. Section 1.1 says "(WMAR)
 21 shall maintain for the use of its Members a Multiple Listing Service ("MLS"...) which shall be subject to the Bylaws
 22 of the Association and such Rules and Regulations ("Rules") as may be hereinafter adopted." Of most importance
 23 here is Section 2.22 which states: "**Public Remarks Information.** Information in the Public Remarks field shall be
 24 limited to information describing or marketing the listed property. Field (sic) shall not include information about the
 listing agent or brokerage, including, but not limited to: names, phone numbers, websites, social media accounts, or
 any other means of directing a prospective buyer to the listing agent or office... If violated, fines per the Rate & Fee
 Schedule are applicable. (Amended 05/2015)". Further, Section 2.35 states "[t]he MLS shall have the authority to
 remove from the MLS system, any listing violations as defined in Article II." Section 5.1 does not allow brokers or
 agents to distribute listings to all other brokers or agents that are licensed in Arizona. It limits the listings to only
 members of WMAR and states "**Section 5.1 Information for Participants Only.** Any listing filed with the Service
 shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing
 broker". Section 5.2 restricts the ability of the client/seller to place their own for sale sign on their home and states:
 "**Section 5.2 "For Sale" signs.** Only the "For Sale" signs of the listing broker may be placed on a property." The

18. The Defendants also require the use of their approved lockbox on homes (Supra) that are for sale to be used to access the keys for homes. The Defendants also limit who can use the lockboxes to only members of WMAR. This eliminates the ability for the rest of the brokers and agents in Arizona from having easy access to homes that are for sale which reduces the exposure and accessibility of the home and the likelihood of the broker or agent being able to sell the home on behalf of the seller.⁶

restrictions continue in Section 6.6 which states: “**Section 6.6 Compensation From Participating Brokers Only.** Compensation may only be offered by Broker Members of the WMAR MLS. Any source of compensation, other than from a Broker Member, is strictly prohibited. Any offer of compensation, other than that approved, shall result in immediate removal of the listing from the Service and the Participant shall be assessed a fine per the Rate & Fee Schedule. (Adopted 07/16)”. The penalties for violating these rules are severe. Section 8.1 states: “**Section 8.1 Authority to Impose Discipline....** The MLS, may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. Letter of warning;
- b. Letter of reprimand;
- c. Attendance at MLS orientation or other appropriate courses or seminars...
- d. Appropriate, reasonable fine not to exceed \$15,000;
- e. Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than (1) year;
- f. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Adopted 07/16)”. (The note under this section also includes probation for up to a year).

Section 10.2 states: “**Section 10.2 Complaints of Unethical Conduct.** All complaints of unethical conduct shall be directed to (AAR) for appropriate action in accordance with the Professional Standards Procedures established in the Association’s Bylaws. (Amended 05/08)”.

⁶ The MLS Rules in Section 16.0 state: “**Section 16.0 Authority.** The (MLS) shall maintain for the use of its Members a common, MLS-approved Keysafe system which shall be operated and/or endorsed by (WMAR) subject to the bylaws of (WMAR)...MLS-approved keysafes shall be governed by the following:

- (a) (WMAR) requires placement of an MLS-approved keysafe on listed properties if any device giving access to real estate professionals...is authorized by the seller and occupant and is placed on the property.
- (b) (WMAR) MLS-approved keysafes and devices must receive MLS approval in advance of placement or use on listed properties.
- (c)
- (d) (WMAR) may revoke the approval of any MLS-approved keysafe or device and/or subject the Participant to discipline if the keysafe or device is used in a manner that fails to continue to satisfy these requirements.
- (e) Fines per the Rate & Fee Schedule, per listing, will be assessed for violation of Keysafe System Rules. Each Firm/Brokerage will be granted one warning before fine(s) are assessed for subsequent violations.”

Section 16.3 states: **Section 16.3 Programer Devices and Keysafes.** ...The Supra Keysafe and Programer Key System shall be the Keysafe system authorized for use by members of (WMAR).”

19. More recently, the Defendant(s) through an AR ethics hearing panel attempted to sanction the Plaintiffs through an ethics hearing panel. The Plaintiffs did not even represent the party that brought the action before the panel and the the Plaintiff's client filed no grievance with this panel. The panel even tried to dictate the contractual forms and terms used in this transaction and coerce Plaintiffs into using these forms and terms in the future. On information and belief, the Defendants never represented the Plaintiff and certainly did not in this transaction. The Defendants attempted to sanction the Plaintiffs with a \$1000.00 fine and a \$300.00 administrative fee for the hearing. The Plaintiffs appealed this decision and the matter and another hearing occurred on December 21, 2021. This matter was finally dismissed after this proceeding

20. The Plaintiffs intend to seek injunctive relief in the near future due to the Defendants having no right to interfere with the contractual relationships between the Plaintiffs and their clients. (The relevant documents will be disclosed at a later date once injunctive relief is granted. Currently, Exhibit 7 is reserved for these documents).

RELEVANT LAW

Section 16.4 states: **Section 16.4 Responsibilities.** ...Any time a fine is issued to a keyholder...[i]f the keyholder has not paid the fine within ten (10) days of notice, the programmer device shall be deactivated until the fine is paid in full.

- (a) The MLS Member...shall sign a written agreement between Supra and the keyholder stipulating the responsibilities and liabilities of the parties to the agreement. Any breach of this agreement shall be considered a violation of these rules and regulations."

Section 16.6 states: **Section 16.6 Sharing of Programmer Keys/Devices or Codes.** The use of a programmer device by any person other than the registered keyholder is expressly prohibited...Violations of this section shall result in a fine to the registered keyholder per the Rate and Fee Schedule, level two fine (currently \$500)."

SUBJECT MATTER JURISDICTION

21. In *Louisville & N.R. Co. v. Mottley* 211 U.S. 149 (1908) the United States Supreme Court ruled on an appeal from the Circuit Court regarding subject matter jurisdiction. The case was filed in Federal Court with no Constitutional cause of action raised but it was likely going to be raised as a defense. There was no diversity of citizenship but neither party questioned jurisdiction. The Circuit Court ruled in favor of the Plaintiffs and the Defendants appealed. (Mottley at 151).

22. The high Court refused to address the issues in the case because the lower Court, and even The United States Supreme Court, lacked jurisdiction. The high Court stated:

“We do not deem it necessary, however, to consider either of these questions, because it is our opinion, the court below was without jurisdiction of the cause...it is the duty of this court to see to it that the jurisdiction of the circuit court, which is defined and limited by statute is not exceeded. This duty we have frequently performed on our own motion.” (Mottley at 152).

23. In layman’s terms, this means that even the highest Court in our country could not rule on the matter(s) before the Court even if one party (or the other) was wrong because it lacked jurisdiction..

1 24. The United States Supreme Court reversed the judgment for the Plaintiff and
2 remanded the case back to the Circuit Court to be dismissed for lack of jurisdiction.
3 (Mottley at 154). If the highest Court in our country must stand down when there is
4 no subject matter jurisdiction, certainly the Defendants in this case must do the same
5 under these circumstances.

6
7 25. Under Arizona law, it is clear that the Arizona Department of Real Estate has
8 jurisdiction over real estate brokers and agents. A.R.S. 32-2102 states:

9
10 “This chapter (real estate) (emphasis added) shall be administered by the state real estate
11 department under the direction of the real estate commissioner. The purpose of the
12 department in administering this chapter is to protect the public interest through licensure
13 and regulation of the real estate profession in this state.”

14
15 26. Further, A.R.S. 32-2107(A) states:

16
17 “The commissioner shall have charge of the department with power to administer it in
18 accordance with the provisions of and to carry out the purposes of this chapter.”

19
20 27. Lastly, A.R.S. 32-2108(A) states:

21
22 “The commissioner...shall, investigate the actions of any natural person or entity engaged
23 in the business or acting in the capacity of a broker (or) salesperson.”

1 28. The Defendants have been given no power by the state legislature or the real estate
2 commissioner to oversee any real estate matters. Thus, they have no power to do so
3 under any circumstance.

4
5
6
7 **ANTITRUST LAWS**
8

9 29. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402
10 states:

11 "A contract, combination or conspiracy between two or more persons in restraint of , or to
12 monopolize, trade or commerce, any part which is within this state is unlawful."

13
14 30. A.R.S. 44-1403 further states:

15
16 "The establishment, maintenance or use of a monopoly or an attempt to establish a
17 monopoly of trade or commerce, any part of which is within this state, by any person for
18 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

19
20 31. The Defendant's actions also violate federal antitrust laws including the Sherman Act.

21 15 U.S. Code § 1 states:

22
23 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
24 states, or with foreign nations, is declared illegal. Every person who shall make any

1 contract or engage in any combination conspiracy hereby declared to be illegal shall be
2 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
3 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
4 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
5 court.”

6
7 32. 15 U.S. Code § 15(a) further states:

8
9 “...[A]ny person who shall be injured in his business or property by any reason of anything
10 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
11 threefold the damages by him sustained, and the cost of suit, including a reasonable
12 attorney’s fee. The court may award...simple interest on actual damages for the period
13 beginning on the date of service”.

14
15 33. Here, the Defendants restricted commerce and excluded competition by unlawfully
16 and systematically redacting and excluding and interfering with information in the
17 Plaintiff’s advertisements and limiting access to Plaintiff’s lockboxes on the homes the
18 Plaintiffs had for sale. As such, Defendants are liable for treble damages under this
19 cause of action.

20
21 **FIRST AMENDMENT**

22
23 34. Generally, First Amendment protection requires a “Government Actor” and it usually
24 involves a state or federal statute that infringes on free speech.

1
2 35. This case is arguably a case of first impression because the “Government Actor” in
3 this case is not employed by the government. Like the government, the Defendants
4 have created “statutes” that they refer to as “bylaws” or “MLS Rules”. Like the
5 government, they impose fines and sanctions including expulsion. This is a role that
6 is held by statute in Arizona only to the Arizona Department of Real Estate. Yet, the
7 Defendants, in this case, attempt to assume this role and are “quasi-governmental”.
8 This not only effects approximately 1.4 million real estate brokers and agents, it also
9 effects their clients that use the internet and MLSs as the primary source to obtain
10 information about real estate in order to accomplish home ownership. (See again
11 footnotes 1,2,5, and 6). Further, the Defendants completely ignore Arizona law related
12 to real estate broker and agent advertising. Arizona Administrative Code R4-28-
13 502(G) states:

14
15 “The designated broker shall supervise **all advertising** (emphasis added) for all
16 real estate...services”.

17
18 36. Recently (2017), in *Packingham v. North Carolina* 137 S.Ct. 1730, 198 L.Ed.2d 273,
19 The United States Supreme Court unanimously struck down a North Carolina statute
20 that made it a felony for sex offenders to use the internet on sites where minors might
21 be. This statute affected 20,000 sex offenders in North Carolina (*Packingham* at
22 1734).

1 37. In this case, use of the internet affects 1.4 million real estate brokers and agents and
2 even more of their clients (again See footnote 1). The internet is the primary way MLS
3 data is provided to clients.
4

5 38. The Court recognized the importance of the internet as it relates to the First
6 Amendment. In the majority opinion, Justice Kennedy said:

7
8 “This case is one of the first this Court has taken to address the relationship between the
9 First Amendment and the modern Internet. As a result, the Court must exercise extreme
10 caution before suggesting that the First Amendment provides scant protection for access
11 to vast networks in that medium.” He further stated “While we now may be coming to
12 the realization that the Cyber Age is a revolution of historic proportions, we cannot
13 appreciate yet its full dimensions and vast potential to alter how we think, express
14 ourselves, and define who we want to be. The forces and directions of the Internet are
15 so new, so protean, and so far reaching that courts must be conscious that what they say
16 today might be obsolete tomorrow.” (Packingham at 1736). “While in the past there may
17 have been difficulty in identifying the most important places (in a spatial sense) for the
18 exchange of views, today the answer is clear. It is cyberspace – the “vast democratic
19 forums of the Internet” in general...” (Id. at 1735 citing *Reno v. American Civil Liberties*
20 *Union*, 521, U.S. 844, 868, 117 S.Ct. 2329, 138 L.Ed.2d 874 (1997)).
21

22 39. Justices Alito and Thomas concurred in the judgment and said:
23
24

1 “The Court is correct that we should be cautious in applying our free speech precedents
 2 to the internet. Ante, at 1736. Cyberspace is different from the physical world, and if it is
 3 true, as the Court believes, that “we cannot appreciate yet” the full dimensions and vast
 4 potential” of “the Cyber Age” *ibid.*, we should proceed circumspectly, taking one step at a
 5 time.” (Packingham at 1744).

6
 7 40. In light of the Defendants broad overreaching through their willingness to violate the
 8 law and assume the role of the government through something as far reaching as the
 9 internet, they should be held to the First Amendment standard.⁷ (See also, In the Age
 10 of Social Media, Expand the Reach of the First Amendment by David L. Hudson Jr.
 11 written for the American Bar Association attached as Exhibit 8).⁸

12 13 **FACTUAL ALLEGATIONS**

14 15 **COUNT 1**

16 **BREACH OF CONTRACT**

17
 18 41. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 40 of Plaintiff's
 19 Complaint.

20
 21 ⁷ The Plaintiffs do not contend that the First Amendment standard should be applied in all matters when the private
 22 sector injects itself into a quasi-governmental role. It should be a narrow exception applied here due to the depth that
 23 the Defendants have overreached and the fact that the Plaintiffs employ the Defendants to work for the Plaintiffs and
 want them to provide these services unfringed. This employment comes through things such as office fees, internet
 fees and dues that are paid periodically to WMAR with portions of it being given to the other Defendants. Proof of
 these documents will be exhibits later in this complaint.

24 ⁸ Breach of Contract, Negligence, Tortious Interference with a Cotractual Relationship and Aiding and Abetting
 Tortious Conduct are also part of this Complaint and are more fully described in the Factual Allegations section of
 this Complaint.

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42. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service and access to homes through lockboxes to enhance Plaintiffs business as a real estate agent or broker.

43. Despite anything written to the contrary, Defendants were aware that Plaintiff(s) must comply with the Arizona Department of Real Estate Rules (hereinafter ADRE Rules) including the rules that the broker (in this case the Plaintiff) supervises all advertising and that the Arizona Department of Real Estate (hereinafter ADRE) has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

44. On September 8, 2015, Defendants breached their duty when Defendant, Dax R. Watson, on behalf of the Defendants sent the Plaintiffs a letter attempting to infringe on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the Plaintiff's duties to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or that a broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Arizona Administrative Code R4-24-502 attached as Exhibit 9).

45. As a result of this breach, Plaintiffs paid an additional \$5,142.00 to another brokerage
 October 15, 2015. (See Letter from 1st Vice President, Bryan Anderson of WMAR
 dated August 24, 2015, Warning letter from Plaintiff, Grady Hillis, dated August 28,
 2015, Responsive Letter from Dax R. Watson dated September 8, 2015, private copy
 of the listing that excluded a commission if the buyers (Peter R. Grisolano) purchased
 the home, and settlement statement where Peter R. Grisolano was the buyer when
 the property sold on October 15, 2015 and Covey Luxury Properties received
 \$5,142.00 in commission collectively attached as Exhibit 10).⁹

COUNT 2

BREACH OF CONTRACT

46. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 45 of Plaintiff's
 Complaint.

47. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where
 Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and
 access to homes and commercial property through lockboxes (Supra since at least
 2015) to enhance Plaintiff's business as a real estate agent or broker.

⁹ Although the Defendant's actions began years prior to the first cause of action in this case, they are beyond the statute of limitations. The causes of action will be laid out closely to chronological order. All or nearly all of the causes of action would have included breach of contract, antitrust violations, First Amendment violations, Tortious Interference with a Contractual Relationship, Aiding and Abetting Tortious Conduct and Negligence. These causes of action will be applied when appropriately within the statute of limitations. Nearly 6 years ago, Attorney Dax R. Watson could have been the person that set the Defendants on the right path to complying with the law. Instead, he, and his firm, have been the catalyst that continues to further the actions that have lead to this complaint.

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2 48. Despite anything written to the contrary, Defendants were aware that Plaintiffs must
3 comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that the ADRE has exclusive jurisdiction over
5 real estate matters and discipline related to real estate agents and brokers.
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7 49. On September 8, 2015 through October 15, 2015, Defendants breached their duty
8 when Defendants redacted information out of Plaintiffs listing #202916, causing
9 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
10 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
11 R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B).
12 (See private and public version of listing #202916 collectively attached as Exhibit 11).
13

14 **COUNT 3**

15 **BREACH OF CONTRACT**
16

17 50. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 49 of Plaintiffs
18 Complaint.
19

20 51. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where
21 Plaintiffs paid Defendants to provide lockbox and lockbox key services through (Supra
22 since at least 2015) to access homes and commercial property through lockboxes to
23 enhance Plaintiff's business as a real estate agent or broker.
24

1 52. Despite anything written to the contrary, Defendants were aware that Plaintiffs must
2 comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
4 real estate matters and discipline related to real estate agents and brokers.

5
6 53. On September 8, 2015 through October 15, 2015, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing #202916 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing #202916
13 collectively attached as Exhibit 11).

14
15 **COUNT 4**

16 **BREACH OF CONTRACT**

17
18 54. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 53 of Plaintiff's
19 Complaint.

20
21 55. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where
22 Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and
23 access to homes and commercial property through lockboxes (Supra since at least
24 2015) to enhance Plaintiff's business as a real estate agent or broker.

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2 56.Despite anything written to the contrary, Defendants were aware that Plaintiffs must
3 comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 57.On September 8, 2015 , Defendants breached their duty when Defendants sent
8 Plaintiffs notice of an MLS violation and threatened to fine Plaintiffs for not putting the
9 owner's name in MLS # 200899 infringing upon Plaintiffs relationship with their client
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also Arizona
12 Administrative Code R4-28-502(B). (See WMAR MLA (sic) Violation attached as
13 Exhibit 12).

14
15 **COUNT 5**

16 **BREACH OF CONTRACT**

17
18 58.Plaintiffs re-allege the allegations contained in Paragraphs 1 through 57 of Plaintiff's
19 Complaint.

20
21 59.Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where
22 Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and
23 access to homes and commercial property through lockboxes (Supra since at least
24 2015) to enhance Plaintiff's business as a real estate agent or broker.

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2 60. Despite anything written to the contrary, Defendants were aware that Plaintiffs must
3 comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
5 real estate matters and discipline related to real estate agents and brokers.
6

7 61. On September 8, 2015 through September 14, 2015, Defendants breached their duty
8 when Defendants redacted information out of Plaintiffs listing #116081, causing
9 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
10 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
11 R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B).
12 (See private and public version of listing #116081 collectively attached as Exhibit 13).
13

14 **COUNT 6**

15 **BREACH OF CONTRACT**
16

17 62. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 61 of Plaintiffs
18 Complaint.
19

20 63. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where
21 Plaintiffs paid Defendants to provide lockbox and lockbox key services through (Supra
22 since at least 2015) to access homes and commercial property through lockboxes to
23 enhance Plaintiff's business as a real estate agent or broker.
24

64. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

65. On September 8, 2015 and through September 14, 2015, Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #116081 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #116081 collectively attached as Exhibit 13).

COUNT 7

BREACH OF CONTRACT

66. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 65 of Plaintiff's Complaint.

67. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and through (Supra since at least 2015) to access homes and commercial property through lockboxes to enhance Plaintiff's business as a real estate agent or broker.

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2 68. Despite anything written to the contrary, Defendants were aware that Plaintiffs must
3 comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.
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8 69. On September 8, 2015 through September 14, 2015, Defendants breached their duty
9 when Defendants would not allow information about the Plaintiff's financial interest to
10 be disclosed in listing #116081, placing Plaintiff's real estate brokerage license at risk
11 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
12 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
13 advertising contains accurate claims and representations, and fully states (emphasis
14 added) factual material relating to the information advertised. A salesperson or broker
15 shall not misrepresent the facts or create misleading impressions." pursuant to
16 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
17 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
18 24-502(B). (See Exhibit 9). (See private and public version of listing #116081
19 collectively attached as Exhibit 13).
20

21 **COUNT 8**

22 **BREACH OF CONTRACT**
23
24

1 70. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 69 of Plaintiff's
2 Complaint.

3
4 71. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where
5 Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and
6 access to homes and commercial property through lockboxes (Supra since at least
7 2015) to enhance Plaintiff's business as a real estate agent or broker.

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9 72. Despite anything written to the contrary, Defendants were aware that Plaintiffs must
10 comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 73. On September 8, 2015 through October 16, 2015, Defendants breached their duty
15 when Defendants redacted information out of Plaintiffs listing #112253, causing
16 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
17 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
18 R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B).
19 (See private and public version of listing #112253 collectively attached as Exhibit 14).

20
21 **COUNT 9**

22 **BREACH OF CONTRACT**
23
24

1 74. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 73 of Plaintiff's
2 Complaint.

3
4 75. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where
5 Plaintiffs paid Defendants to provide lockbox and lockbox key services through (Supra
6 since at least 2015) to access homes and commercial property through lockboxes to
7 enhance Plaintiff's business as a real estate agent or broker.

8
9 76. Despite anything written to the contrary, Defendants were aware that Plaintiffs must
10 comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 77. On September 8, 2015 and through October 16, 2015 the Defendants breached their
15 duty when Defendants, through the Supra lockboxes excluded access to the home
16 listed in Plaintiffs listing #112253 to only WMAR members and not all real estate
17 brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers
18 causing a loss of income and infringing on the duties the Plaintiffs have to supervise
19 all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties
20 to their clients. (See Exhibit 9). (See private and public version of listing #112253
21 collectively attached as Exhibit 14).

22
23 **COUNT 10**

24 **BREACH OF CONTRACT**

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2 78. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 77 of Plaintiffs
3 Complaint.

4
5 79. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where
6 Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and
7 access to homes and commercial property through lockboxes (Supra since at least
8 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 80. Despite anything written to the contrary, Defendants were aware that Plaintiffs must
11 comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 81. On September 8, 2015 through April 24, 2017, Defendants breached their duty when
16 Defendants redacted information out of Plaintiffs listing #122349, causing Plaintiffs to
17 lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs
18 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
19 502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B). (See
20 private and public version of listing #122349 collectively attached as Exhibit 15).

21
22 **COUNT 11**

23 **BREACH OF CONTRACT**

1 82. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 81 of Plaintiff's
2 Complaint.

3
4 83. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where
5 Plaintiffs paid Defendants to provide lockbox and lockbox key services through (Supra
6 since at least 2015) to access homes and commercial property through lockboxes to
7 enhance Plaintiff's business as a real estate agent or broker.

8
9 84. Despite anything written to the contrary, Defendants were aware that Plaintiffs must
10 comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

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14 85. On September 8, 2015 and through April 24, 2017 the Defendants breached their duty
15 when Defendants, through the Supra lockboxes excluded access to the home listed
16 in Plaintiffs listing #122349 to only WMAR members and not all real estate brokers
17 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
18 loss of income and infringing on the duties the Plaintiffs have to supervise all
19 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
20 their clients. (See Exhibit 9). (See private and public version of listing #122349
21 collectively attached as Exhibit 15).

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23 **COUNT 12**

24 **BREACH OF CONTRACT**

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86. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 85 of Plaintiff's Complaint.

87. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through (Supra since at least 2015) to access homes and commercial property through lockboxes to enhance Plaintiff's business as a real estate agent or broker.

88. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

89. On September 8, 2015 through April 24, 2017, Defendants breached this duty when Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #122349, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-

24-502(B). (See Exhibit 9). (See private and public version of listing #122349 collectively attached as Exhibit 15).

COUNT 14

BREACH OF CONTRACT

90. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 89 of Plaintiff's Complaint.

91. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

92. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

93. On September 8, 2015 through April 21, 2016, Defendants breached their duty when Defendants redacted information out of Plaintiff's listing #122355, causing Plaintiff to lose potential buyers causing a loss of income and infringing on the duties the Plaintiff has to supervise all advertising pursuant to Arizona Administrative Code R4-28-

1 502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B). (See
2 private and public version of listing #122355 collectively attached as Exhibit 16).

3
4 **COUNT 15**

5 **BREACH OF CONTRACT**

6
7 94. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 93 of Plaintiffs
8 Complaint.

9
10 95. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where
11 Plaintiffs paid Defendants to provide lockbox and lockbox key services through (Supra
12 since at least 2015) to access homes and commercial property through lockboxes to
13 enhance Plaintiff's business as a real estate agent or broker.

14
15 96. Despite anything written to the contrary, Defendants were aware that Plaintiffs must
16 comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 97. On September 8, 2015 and through April 21, 2016, Defendants breached their duty
21 when Defendants, through the Supra lockboxes excluded access to the home listed
22 in Plaintiffs listing #122355 to only WMAR members and not all real estate brokers
23 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
24 loss of income and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
2 their clients. (See Exhibit 9). (See private and public version of listing #112355
3 collectively attached as Exhibit 16).

4
5 **COUNT 16**

6 **BREACH OF CONTRACT**

7
8 98. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 97 of Plaintiff's
9 Complaint.

10
11 99. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where
12 Plaintiffs paid Defendants to provide lockbox and lockbox key services through (Supra
13 since at least 2015) to access homes and commercial property through lockboxes to
14 enhance Plaintiff's business as a real estate agent or broker.

15
16 100. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 101. On September 8, 2015 through April 21, 2016, Defendants breached this duty
22 when Defendants would not allow information about the Plaintiff's financial interest to
23 be disclosed in listing #122355, placing Plaintiff's real estate brokerage license at risk
24 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to

1 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to “ensure that all
 2 advertising contains accurate claims and representations, and **fully states** (emphasis
 3 added) factual material relating to the information advertised. A salesperson or broker
 4 shall not misrepresent the facts or create misleading impressions.” pursuant to
 5 Arizona Administrative Code R4-24-502(C) and a salesperson or broker’s duties to
 6 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
 7 24-502(B). (See Exhibit 9). (See private and public version of listing #122355
 8 collectively attached as Exhibit 16).

10 COUNT 17

11 BREACH OF CONTRACT

12
 13 102. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 101 of
 14 Plaintiff’s Complaint.

15
 16 103. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 18 and access to homes and commercial property through lockboxes (Supra since at
 19 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

20
 21 104. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 22 must comply with the ADRE Rules including the rules that the broker (in this case the
 23 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 24 estate matters and discipline related to real estate agents and brokers.

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2 105. On September 8, 2015 through August 4, 2017, Defendants breached their duty
3 when Defendants redacted information out of Plaintiffs listing #200563, causing
4 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
5 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
6 R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B)).
7 (See private and public version of listing #200563 collectively attached as Exhibit 17).
8

9 **COUNT 18**

10 **BREACH OF CONTRACT**

11
12 106. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 105 of
13 Plaintiff's Complaint.
14

15 107. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
17 (Supra since at least 2015) to access homes and commercial property through
18 lockboxes to enhance Plaintiff's business as a real estate agent or broker.
19

20 108. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.
24

109. On September 8, 2015 and through August 4, 2017 the Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #200563 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #200563 collectively attached as Exhibit 17).

COUNT 19

BREACH OF CONTRACT

110. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 109 of Plaintiff's Complaint.

111. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through (Supra since at least 2015) to access homes and commercial property through lockboxes to enhance Plaintiff's business as a real estate agent or broker.

112. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1
2 113. On September 8, 2015 through August 4, 2017, Defendants breached this duty
3 when Defendants would not allow information about the Plaintiff's financial interest to
4 be disclosed in listing #200563, placing Plaintiff's real estate brokerage license at risk
5 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
6 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
7 advertising contains accurate claims and representations, and **fully states** (emphasis
8 added) factual material relating to the information advertised. A salesperson or broker
9 shall not misrepresent the facts or create misleading impressions." pursuant to
10 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
11 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
12 24-502(B). (See Exhibit 9). (See private and public version of listing #200563
13 collectively attached as Exhibit 17).

14
15 **COUNT 20**

16 **BREACH OF CONTRACT**

17
18 114. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 113 of
19 Plaintiff's Complaint.

20
21 115. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 116. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 117. On September 8, 2015 through April 17, 2017, Defendants breached their duty
8 when Defendants redacted information out of Plaintiffs listing #200899, causing
9 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
10 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
11 R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B).
12 (See private and public version of listing #200899 collectively attached as Exhibit 18).

13
14 **COUNT 21**

15 **BREACH OF CONTRACT**

16
17 118. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 117 of
18 Plaintiff's Complaint.

19
20 119. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
22 (Supra since at least 2015) to access homes and commercial property through
23 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

1 120. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 121. On September 8, 2015 and through April 17, 2017 the Defendants breached their
7 duty when Defendants, through the Supra lockboxes excluded access to the home
8 listed in Plaintiffs listing #200899 to only WMAR members and not all real estate
9 brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers
10 causing a loss of income and infringing on the duties the Plaintiffs have to supervise
11 all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties
12 to their clients. (See Exhibit 9). (See private and public version of listing #200899
13 collectively attached as Exhibit 18).

14
15 **COUNT 19**

16 **BREACH OF CONTRACT**

17
18 122. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 121 of
19 Plaintiff's Complaint.

20
21 123. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
23 (Supra since at least 2015) to access homes and commercial property through
24 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

1
2 124. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 125. On September 8, 2015 through April 17, 2017, Defendants breached this duty
8 when Defendants would not allow information about the Plaintiff's financial interest to
9 be disclosed in listing #200899, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing #200899
18 collectively attached as Exhibit 18).

19
20 **COUNT 20**

21 **BREACH OF CONTRACT**

22
23 126. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 125 of
24 Plaintiff's Complaint.

1
2 127. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 128. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 129. On September 8, 2015 through August 26, 2016, Defendants breached their duty
13 when Defendants redacted information out of Plaintiffs listing #202133, causing
14 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
15 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B).
17 (See private and public version of listing #202133 collectively attached as Exhibit 19).

18
19 **COUNT 22**

20 **BREACH OF CONTRACT**

21
22 130. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 129 of
23 Plaintiff's Complaint.
24

1 131. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
3 (Supra since at least 2015) to access homes and commercial property through
4 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

5
6 132. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 133. On September 8, 2015 and through August 26, 2016, Defendants breached their
12 duty when Defendants, through the Supra lockboxes excluded access to the home
13 listed in Plaintiffs listing #202133 to only WMAR members and not all real estate
14 brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers
15 causing a loss of income and infringing on the duties the Plaintiffs have to supervise
16 all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties
17 to their clients. (See Exhibit 9). (See private and public version of listing #202133
18 collectively attached as Exhibit 19).

19
20 **COUNT 23**

21 **BREACH OF CONTRACT**

22
23 134. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 133 of
24 Plaintiff's Complaint.

1 135. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
3 (Supra since at least 2015) to access homes and commercial property through
4 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

5
6 136. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 137. On September 8, 2015 through August 26, 2016, Defendants breached this duty
12 when Defendants would not allow information about the Plaintiff's and two other real
13 estate agent's financial interest to be disclosed in listing #202133, placing Plaintiff's
14 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
15 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
16 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
17 representations, and **fully states** (emphasis added) factual material relating to the
18 information advertised. A salesperson or broker shall not misrepresent the facts or
19 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
20 502(C) and a salesperson or broker's duties to disclose a financial interest in a
21 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
22 private and public version of listing #202133 collectively attached as Exhibit 19).

BREACH OF CONTRACT

138. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 137 of Plaintiff's Complaint.

139. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

140. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

141. On September 8, 2015 through February 9, 2016, Defendants breached their duty when Defendants redacted information out of Plaintiffs listing #202592, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B). (See private and public version of listing #202592 collectively attached as Exhibit 20).

COUNT 25

BREACH OF CONTRACT

1 142. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 141 of
2 Plaintiff's Complaint.

3
4 143. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
6 (Supra since at least 2015) to access homes and commercial property through
7 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

8
9 144. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 145. On September 8, 2015 and through February 9, 2016, Defendants breached their
15 duty when Defendants, through the Supra lockboxes excluded access to the home
16 listed in Plaintiffs listing #202592 to only WMAR members and not all real estate
17 brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers
18 causing a loss of income and infringing on the duties the Plaintiffs have to supervise
19 all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties
20 to their clients. (See Exhibit 9). (See private and public version of listing #202592
21 collectively attached as Exhibit 20).

22
23 **COUNT 26**

24 **BREACH OF CONTRACT**

1
2 146. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 145 of
3 Plaintiff's Complaint.

4
5 147. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
7 (Supra since at least 2015) to access homes and commercial property through
8 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

9
10 148. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 149. On September 8, 2015 through February 9, 2016, Defendants breached this duty
16 when Defendants would not allow information about the Plaintiff's and one of his
17 agent's financial interest to be disclosed in listing #202592, placing Plaintiff's real
18 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
19 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
20 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
21 representations, and **fully states** (emphasis added) factual material relating to the
22 information advertised. A salesperson or broker shall not misrepresent the facts or
23 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
24 502(C) and a salesperson or broker's duties to disclose a financial interest in a

1 property pursuant to Arizona Administrative Code R4-24-502(B).¹⁰ (See Exhibit 9).
 2 (See private and public version of listing #202592 collectively attached as Exhibit 20).

3
 4
 5 ¹⁰ Although Arizona Administrative Code R4-24-502(B) refers to placing the words “owner/agent” in the
 6 advertisement this terminology would have misrepresented the truth because the Plaintiff and one of his agents, Kelley
 7 Tucker, only had a financial interest in the property and were going to receive a portion of the proceeds from the sale.
 8 This was necessary disclosure when Arizona Administrative Code R4-24-502(B), (C), (E), and (G) are read in their
 9 entirety.

10 The appropriate disclosure was used by Plaintiff, Grady Hillis, approximately a decade before MLS Rule Section 2.22
 11 was enforced. (See private versions of MLS numbers 112032, 112714, and 115026 collectively attached as Exhibit
 12 21). MLS rule Section 2.22 states: “**Public Remarks Information.** Information in the Public Remarks field shall be
 13 limited to information describing or marketing the listed property. Field (sic) shall not include information about the
 14 listing agent or brokerage, including, but not limited to: names, phone numbers, websites, social media accounts, or
 15 any other means of directing a prospective buyer to the listing agent or office...If violated, fines per the Rate & Fee
 16 Schedule are applicable. (Amended 05/2015)”. (See also footnote 5 and Exhibit 6 for further details).

17 Plaintiff, Grady Hillis, was at a WMAR board meeting over a decade ago when this rule was discussed. At the time,
 18 brokers and agents were putting their name and phone number in the public remarks section. Presumably, this was
 19 done so that listing brokers or agents could still get buyer leads from their listings after WMAR redacted their personal
 20 information out of their listing in the public version of the listing that was sent to the public. During that board meeting,
 21 the former president of WMAR, Carla Bowen, stated that it was “unfair” to put broker or agent names and phone
 22 numbers in the listing because the broker or agent’s “client” that sent the listing could contact the listing agent and
 23 work directly with them. No consideration was given to that fact that this practice might violate the Sherman Antitrust
 24 Act even though Plaintiff, Grady Hillis, pointed this out. Plaintiffs contend that this action violated the Sherman
 Antitrust Act then and it still does today.

Over approximately the last 6 years Plaintiffs have received or responded to at approximately 53 emails from WMAR
 which included imposing fines, threats of imposing fines, or threats to change or remove Plaintiff’s listings from MLS.
 This was done in spite of the provisions of the law as cited previously. During the entire time, Defendants were
 Plaintiff’s employee and still made demands contrary to law. (See chronological list of Plaintiff’s paid invoices for
 Defendant’s services and emails collectively attached as Exhibit 19. The emails will also be attached individually as
 exhibits to each cause of action they are relevant to).

On February 2, 2018, former WMAR President, Robin Jaeger advised Plaintiff, Grady Hillis, by email that specific
 names or specific details were not required in MLS related to a broker or agent’s financial interest. Plaintiffs contend
 that this violates the law as previously stated in this complaint. (See email from Robin Jaeger dated February 2, 2018
 attached as Exhibit 22).

On February 15, 2018, then WMAR President, Trisha Reid advised Plaintiff, Grady Hillis, by email that Plaintiff,
 Grady Hillis was correct and admitted that the Defendants do have contradicting rules. She further stated the
 contradicting rules were going to be changed and updated with new rules within the “next month”. To date, no
 significant rule changes have been made to resolve these issues. (See email from WMAR President Trisha Reid dated
 February 15, 2018 attached at Exhibit 23).

On December 18, 2018, former WMAR President, Trisha Reid, requested by email that Plaintiff, Grady Hillis, join a
 three member committee to resolve the issues within the Defendant’s bylaws, rules and regulations. Plaintiff, Grady
 Hillis, gladly accepted this nomination and appointment. The other two members were Trisha Reid and Jan Mullins.
 Jan Mullins is a real estate broker with over 30 years of experience. Over the next six months, several meetings were
 scheduled and then rescheduled primarily by Trisha Reid. Ultimately, the committee never met. (See emails from
 December 2018 to April 2019 related to this committee collectively attached at Exhibit 24).

COUNT 27

BREACH OF CONTRACT

150. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 149 of Plaintiff's Complaint.

151. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

152. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

153. On September 8, 2015 through October 8, 2015, Defendants breached their duty when Defendants redacted information out of Plaintiffs listing #202767, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B). (See private and public version of listing #202767 collectively attached as Exhibit 25).

COUNT 28

BREACH OF CONTRACT

154. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 153 of Plaintiff's Complaint.

155. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through (Supra since at least 2015) to access homes and commercial property through lockboxes to enhance Plaintiff's business as a real estate agent or broker.

156. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that the ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

157. On September 8, 2015 and through October 8, 2015, Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #202767 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties

1 to their clients. (See Exhibit 9). (See private and public version of listing #202767
2 collectively attached as Exhibit 25).

3
4 **COUNT 29**

5 **BREACH OF CONTRACT**

6
7 158. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 157 of
8 Plaintiff's Complaint.

9
10 159. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 160. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 161. On September 8, 2015 through December 2, 2016, Defendants breached their
21 duty when Defendants redacted information out of Plaintiffs listing #202768, causing
22 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
23 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
24

1 R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B)).
2 (See private and public version of listing #202768 collectively attached as Exhibit 26).
3

4 **COUNT 30**

5 **BREACH OF CONTRACT**

6
7 162. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 161 of
8 Plaintiff's Complaint.
9

10 163. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
12 (Supra since at least 2015) to access homes and commercial property through
13 lockboxes to enhance Plaintiff's business as a real estate agent or broker.
14

15 164. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.
19

20 165. On September 8, 2015 and through December 2, 2016, Defendants breached their
21 duty when Defendants, through the Supra lockboxes excluded access to the home
22 listed in Plaintiffs listing #202768 to only WMAR members and not all real estate
23 brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers
24 causing a loss of income and infringing on the duties the Plaintiffs have to supervise

1 all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties
2 to their clients. (See Exhibit 9). (See private and public version of listing #202768
3 collectively attached as Exhibit 26).

4
5 **COUNT 31**

6 **BREACH OF CONTRACT**

7
8 166. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 165 of
9 Plaintiff's Complaint.

10
11 167. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
13 (Supra since at least 2015) to access homes and commercial property through
14 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

15
16 168. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 169. On September 8, 2015 through December 2, 2016, Defendants breached this duty
22 when Defendants would not allow information about the Plaintiff's and two other real
23 estate agent's financial interest to be disclosed in listing #202768, placing Plaintiff's
24 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to

1 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 2 duties Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C) and a salesperson or broker’s duties to disclose a financial interest in a
 7 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 8 private and public version of listing #202768 collectively attached as Exhibit 26).

10 **COUNT 32**

11 **BREACH OF CONTRACT**

12
 13 170. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 169 of
 14 Plaintiff’s Complaint.

15
 16 171. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 18 and access to homes and commercial property through lockboxes (Supra since at
 19 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

20
 21 172. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 22 must comply with the ADRE Rules including the rules that the broker (in this case the
 23 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over
 24 real estate matters and discipline related to real estate agents and brokers.

1
2 173. On September 8, 2015 through October 19, 2017 hired Yvonne Larson (hereinafter
3 Larson) to list Plaintiff's property as a real estate agent. Larson is also a member of
4 WMAR and the Defendants have the same duties to Larson as they do to the Plaintiffs.
5 Defendants breached their duty when Defendants redacted information out of
6 Plaintiffs listing #203060, causing Plaintiffs to lose potential buyers causing a loss of
7 income and infringing on the duties the Plaintiffs have to supervise all advertising
8 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
9 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
10 #203060 collectively attached as Exhibit 27).

11
12 **COUNT 33**

13 **BREACH OF CONTRACT**

14
15 174. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 173 of
16 Plaintiff's Complaint.

17
18 175. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
20 (Supra since at least 2015) to access homes and commercial property through
21 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

22
23 176. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 177. On September 8, 2015 and through October 19, 2017, hired Larson to sell
5 Plaintiff's property. Larson had the same duties as a real estate broker as the Plaintiffs
6 and is a member of WMAR. Defendants breached their duty when Defendants,
7 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
8 #203060 to only WMAR members and not all real estate brokers and agents licensed
9 in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and
10 infringing on the duties the real estate brokers or agents have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing #203060
13 collectively attached as Exhibit 27).

14
15 **COUNT 34**

16 **BREACH OF CONTRACT**

17
18 178. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 177 of
19 Plaintiff's Complaint.

20
21 179. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 180. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.
6

7 181. On September 8, 2015 through October 19, 2017, Defendants breached their duty
8 when Defendants would not allow information about the Plaintiff's financial interest to
9 be disclosed in listing #203060, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing #203060
18 collectively attached as Exhibit 27).
19

20 **COUNT 35**

21 **ANTITRUST LAWS**
22

23 182. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 181 of
24 Plaintiff's Complaint.

1
2 183. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 184. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 185. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 186. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 187. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 188. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 189. From September 8, 2017 to October 19, 2017 the Defendants restricted commerce
19 and excluded competition by unlawfully and systematically redacting and excluding
20 and interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing #203060. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 #203060 collectively attached as Exhibit 27).

COUNT 46

BREACH OF CONTRACT

190. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 190 of Plaintiff's Complaint.

191. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

192. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

193. From September 8, 2015 through September 7, 2018, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #203097, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims

1 and representations, and **fully states** (emphasis added) factual material relating to the
 2 information advertised. A salesperson or broker shall not misrepresent the facts or
 3 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 4 502(C). (See Exhibit 9). (See private and public version of listing #203097 collectively
 5 attached as Exhibit 28).

6 7 **COUNT 47**

8 **BREACH OF CONTRACT**

9
10 194. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 193 of
 11 Plaintiff’s Complaint.

12
13 195. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
18 196. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
23 197. On September 8, 2015 through September 7, 2018, Defendants breached their
 24 duty when Defendants, through the Supra lockboxes excluded access to the home

1 listed in Plaintiffs listing #203097 to only WMAR members and not all real estate
 2 brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers
 3 causing a loss of income and infringing on the duties the Plaintiffs have to supervise
 4 all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties
 5 to their clients. (See Exhibit 9). (See private and public version of listing #203097
 6 collectively attached as Exhibit 28).

8 **COUNT 48**

9 **BREACH OF CONTRACT**

10
 11 198. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 197 of
 12 Plaintiff's Complaint.

13
 14 199. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 200. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

201. On September 8, 2015 through September 7, 2018, Defendants breached this duty when Defendants would not allow information about the Plaintiff's and one other real estate agent's financial interest to be disclosed in listing #203097, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public version of listing #203097 collectively attached as Exhibit 28).

COUNT 49

ANTITRUST LAWS

202. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 201 of Plaintiff's Complaint.

203. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 204. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with federal and state antitrust laws and the ADRE Rules including the
3 rules that the broker (in this case the Plaintiff) supervises all advertising and that
4 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
5 estate agents and brokers.

6
7 205. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
8 1402 states:

9 "A contract, combination or conspiracy between two or more persons in restraint of , or to
10 monopolize, trade or commerce, any part which is within this state is unlawful."

11
12 206. A.R.S. 44-1403 further states:

13 "The establishment, maintenance or use of a monopoly or an attempt to establish a
14 monopoly of trade or commerce, any part of which is within this state, by any person for
15 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

16
17 207. The Defendant's actions also violate federal antitrust laws including the Sherman
18 Act. 15 U.S. Code § 1 states:

19
20 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
21 states, or with foreign nations, is declared illegal. Every person who shall make any
22 contract or engage in any combination conspiracy hereby declared to be illegal shall be
23 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
24 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by

1 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
2 court.”

3
4 208. 15 U.S. Code § 15(a) further states:

5
6 “[A]ny person who shall be injured in his business or property by any reason of anything
7 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
8 threefold the damages by him sustained, and the cost of suit, including a reasonable
9 attorney’s fee. The court may award...simple interest on actual damages for the period
10 beginning on the date of service”.

11
12 209. From September 8, 2017 to September 7, 2018 the Defendants restricted
13 commerce and excluded competition by unlawfully and systematically redacting and
14 excluding and interfering with information in the Plaintiff’s advertisements and limiting
15 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
16 the homes Plaintiffs had for sale in Plaintiffs listing #203097. As such, Defendants
17 are liable for treble damages under this cause of action. (See private and public
18 version of listing #203097 collectively attached as Exhibit 28).

19
20 **COUNT 50**

21 **BREACH OF CONTRACT**

22
23 210. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 209 of
24 Plaintiff’s Complaint.

1
2 211. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 212. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
10 real estate matters and discipline related to real estate agents and brokers.

11
12 213. On September 8, 2015 through February 23, 2017 hired Larson to list Plaintiff's
13 property as a real estate agent. Larson is also a member of WMAR and the
14 Defendants have the same duties to Larson as they do to the Plaintiffs. Defendants
15 breached their duty when Defendants redacted information out of Plaintiffs listing
16 #203525, causing Plaintiffs to lose potential buyers causing a loss of income and
17 infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
18 Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also Arizona
19 Administrative Code R4-28-502(B). (See private and public version of listing #203525
20 collectively attached as Exhibit 29).

21
22 **COUNT 51**

23 **BREACH OF CONTRACT**

1 214. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 213 of
2 Plaintiff's Complaint.

3
4 215. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
6 (Supra since at least 2015) to access homes and commercial property through
7 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

8
9 216. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 217. On September 8, 2015 and through February 23, 2017, hired Larson to sell
15 Plaintiff's property. Larson had the same duties as a real estate broker as the Plaintiffs
16 and is a member of WMAR. Defendants breached their duty when Defendants,
17 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
18 #203525 to only WMAR members and not all real estate brokers and agents licensed
19 in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and
20 infringing on the duties the real estate brokers or agents have to supervise all
21 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
22 their clients. (See Exhibit 9). (See private and public version of listing #203525
23 collectively attached as Exhibit 29).

COUNT 52

BREACH OF CONTRACT

218. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 217 of Plaintiff's Complaint.

219. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

220. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

221. On September 8, 2015 through February 23, 2017, Defendants breached their duty when Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #203525, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to

1 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
 2 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
 3 24-502(B). (See Exhibit 9). (See private and public version of listing #203525
 4 collectively attached as Exhibit 29).

6 **COUNT 53**

7 **BREACH OF CONTRACT**

8
 9 222. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 221 of
 10 Plaintiff's Complaint.

11
 12 223. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 224. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
 20 real estate matters and discipline related to real estate agents and brokers.

21
 22 225. On September 8, 2015 through September 17, 2015 hired Carl Wilkins (hereinafter
 23 Wilkins) to list Plaintiff's property as a real estate broker. Wilkins is also a member of
 24 WMAR and the Defendants have the same duties to Wilkins as they do to the Plaintiffs.

1 Defendants breached their duty when Defendants redacted information out of
2 Plaintiffs listing #204039, causing Plaintiffs to lose potential buyers causing a loss of
3 income and infringing on the duties the Plaintiffs have to supervise all advertising
4 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
5 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
6 #204039 collectively attached as Exhibit 30).

7
8 **COUNT 54**

9 **BREACH OF CONTRACT**
10

11 226. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 225 of
12 Plaintiff's Complaint.

13
14 227. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
15 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
16 (Supra since at least 2015) to access homes and commercial property through
17 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

18
19 228. Despite anything written to the contrary, Defendants were aware that Plaintiffs
20 must comply with the ADRE Rules including the rules that the broker (in this case the
21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
22 estate matters and discipline related to real estate agents and brokers.
23
24

1 229. On September 8, 2015 and through September 17, 2015, hired another Wilkins to
2 sell Plaintiff's property. Wilkins had the same duties as a real estate broker as the
3 Plaintiffs and is a member of WMAR. Defendants breached their duty when
4 Defendants, through the Supra lockboxes excluded access to the home listed in
5 Plaintiffs listing #204039 to only WMAR members and not all real estate brokers and
6 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
7 of income and infringing on the duties the real estate brokers or agents have to
8 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and
9 the duties to their clients. (See Exhibit 9). (See private and public version of listing
10 #204039 collectively attached as Exhibit 30).

11
12 **COUNT 55**

13 **BREACH OF CONTRACT**

14
15 230. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 229 of
16 Plaintiff's Complaint.

17
18 231. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 232. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 233. On September 8, 2015 through September 17, 2015, Defendants breached their
 5 duty when Defendants would not allow information about the Plaintiff's financial
 6 interest to be disclosed in listing #204039, placing Plaintiff's real estate brokerage
 7 license at risk and infringing on the duties the Plaintiffs have to supervise all
 8 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 9 Plaintiffs has to "ensure that all advertising contains accurate claims and
 10 representations, and fully states (emphasis added) factual material relating to the
 11 information advertised. A salesperson or broker shall not misrepresent the facts or
 12 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 13 502(C) and a salesperson or broker's duties to disclose a financial interest in a
 14 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 15 private and public version of listing #204039 collectively attached as Exhibit 30).

16 17 **COUNT 56**

18 **BREACH OF CONTRACT**

19
 20 234. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 233 of
 21 Plaintiff's Complaint.

22
 23 235. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 236. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
7 real estate matters and discipline related to real estate agents and brokers.

8
9 237. On September 8, 2015 through August 1, 2015 hired Kat Sharrock (hereinafter
10 Sharrock) to list Plaintiff's property as a real estate agent. Sharrock is also a member
11 of WMAR and the Defendants have the same duties to Sharrock as they do to the
12 Plaintiffs. Defendants breached their duty when Defendants redacted information out
13 of Plaintiffs listing #204767, causing Plaintiffs to lose potential buyers causing a loss
14 of income and infringing on the duties the Plaintiffs have to supervise all advertising
15 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
16 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
17 #204767 collectively attached as Exhibit 31).

18
19 **COUNT 57**

20 **BREACH OF CONTRACT**

21
22 238. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 237 of
23 Plaintiff's Complaint.

1 239. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
3 (Supra since at least 2015) to access homes and commercial property through
4 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

5
6 240. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 241. On September 8, 2015 and through August 1, 2016, hired Sharrock to sell
12 Plaintiff's property. Sharrock had the same duties as a real estate broker as the
13 Plaintiffs and is a member of WMAR. Defendants breached their duty when
14 Defendants, through the Supra lockboxes excluded access to the home listed in
15 Plaintiffs listing #204767 to only WMAR members and not all real estate brokers and
16 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
17 of income and infringing on the duties the real estate brokers or agents have to
18 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and
19 the duties to their clients. (See Exhibit 9). (See private and public version of listing
20 #204767 collectively attached as Exhibit 31).

21
22 **COUNT 58**

23 **BREACH OF CONTRACT**

1 242. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 241 of
2 Plaintiff's Complaint.

3
4 243. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 244. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 245. On September 8, 2015 through August 1, 2016, Defendants breached their duty
15 when Defendants would not allow information about the Plaintiff's financial interest
16 and one other real estate agent to be disclosed in listing #204767, placing Plaintiff's
17 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
18 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
19 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
20 representations, and **fully states** (emphasis added) factual material relating to the
21 information advertised. A salesperson or broker shall not misrepresent the facts or
22 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
23 502(C) and a salesperson or broker's duties to disclose a financial interest in a
24

1 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
2 private and public version of listing #204767 collectively attached as Exhibit 31).

3
4 **COUNT 59**

5 **BREACH OF CONTRACT**

6
7 246. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 245 of
8 Plaintiff's Complaint.

9
10 247. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 248. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
18 real estate matters and discipline related to real estate agents and brokers.

19
20 249. On September 8, 2015 through July 31, 2016 the Plaintiffs hired Sharrock to list
21 Plaintiff's property as a real estate agent. Sharrock is also a member of WMAR and
22 the Defendants have the same duties to Sharrock as they do to the Plaintiffs.
23 Defendants breached their duty when Defendants redacted information out of
24 Plaintiffs listing #205583, causing Plaintiffs to lose potential buyers causing a loss of

1 income and infringing on the duties the Plaintiffs have to supervise all advertising
 2 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
 3 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
 4 #205583 collectively attached as Exhibit 32).

6 **COUNT 60**

7 **BREACH OF CONTRACT**

8
 9 250. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 249 of
 10 Plaintiff's Complaint.

11
 12 251. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
 14 (Supra since at least 2015) to access homes and commercial property through
 15 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

16
 17 252. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 253. On September 8, 2015 and through July 31, 2016, hired Sharrock to sell Plaintiff's
 23 property. Sharrock had the same duties as a real estate broker as the Plaintiffs and
 24 is a member of WMAR. Defendants breached their duty when Defendants, through

1 the Supra lockboxes excluded access to the home listed in Plaintiffs listing #205583
 2 to only WMAR members and not all real estate brokers and agents licensed in Arizona,
 3 causing Plaintiffs to lose potential buyers causing a loss of income and infringing on
 4 the duties the real estate brokers or agents have to supervise all advertising pursuant
 5 to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See
 6 Exhibit 9). (See private and public version of listing #205583 collectively attached as
 7 Exhibit 32).

8 9 **COUNT 61**

10 **BREACH OF CONTRACT**

11
 12 254. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 253 of
 13 Plaintiff's Complaint.

14
 15 255. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
 20 256. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1 257. On September 8, 2015 through July 31, 2016, Defendants breached their duty
 2 when Defendants would not allow information about the Plaintiff's financial interest
 3 and one other real estate agent to be disclosed in listing #205583, placing Plaintiff's
 4 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
 5 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 6 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
 7 representations, and **fully states** (emphasis added) factual material relating to the
 8 information advertised. A salesperson or broker shall not misrepresent the facts or
 9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 10 502(C) and a salesperson or broker's duties to disclose a financial interest in a
 11 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 12 private and public version of listing #205583 collectively attached as Exhibit 32).

14 **COUNT 62**

15 **BREACH OF CONTRACT**

17 258. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 257 of
 18 Plaintiff's Complaint.

20 259. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 22 and access to homes and commercial property through lockboxes (Supra since at
 23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 260. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 261. From September 8, 2015 through May 16, 2017, Defendants breached their duty
7 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
8 #205920, causing Plaintiffs to lose potential buyers causing a loss of income, placing
9 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
10 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
11 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
12 and representations, and **fully states** (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C). (See Exhibit 9). (See private and public version of listing #205920 collectively
16 attached as Exhibit 33).

17
18 **COUNT 63**

19 **BREACH OF CONTRACT**

20
21 262. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 261 of
22 Plaintiff's Complaint.

1 263. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 264. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 265. On September 8, 2015 through May 16, 2017, Defendants breached their duty
12 when Defendants, through the Supra lockboxes excluded access to the home listed
13 in Plaintiffs listing #205920 to only WMAR members and not all real estate brokers
14 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
15 loss of income and infringing on the duties the Plaintiffs have to supervise all
16 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
17 their clients. (See Exhibit 9). (See private and public version of listing #205920
18 collectively attached as Exhibit 33).

19
20 **COUNT 64**

21 **BREACH OF CONTRACT**

22
23 266. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 265 of
24 Plaintiff's Complaint.

1
2 267. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 268. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 269. On September 8, 2015 through May 16, 2017, Defendants breached this duty
13 when Defendants would not allow information about the Plaintiff's financial interest to
14 be disclosed in listing #205920, placing Plaintiff's real estate brokerage license at risk
15 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
16 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
17 advertising contains accurate claims and representations, and fully states (emphasis
18 added) factual material relating to the information advertised. A salesperson or broker
19 shall not misrepresent the facts or create misleading impressions." pursuant to
20 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
21 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
22 24-502(B). (See Exhibit 9). (See private and public version of listing #205920
23 collectively attached as Exhibit 33).

COUNT 65

BREACH OF CONTRACT

270. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 269 of Plaintiff's Complaint.

271. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

272. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

273. From September 8, 2015 through July 6, 2018, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #206472, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
2 502(C). (See Exhibit 9). (See private and public version of listing #206472 collectively
3 attached as Exhibit 34).

4
5 **COUNT 66**

6 **BREACH OF CONTRACT**

7
8 274. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 273 of
9 Plaintiff’s Complaint.

10
11 275. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
16 276. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 277. On September 8, 2015 through July 6, 20218, Defendants breached their duty
22 when Defendants, through the Supra lockboxes excluded access to the home listed
23 in Plaintiffs listing #206472 to only WMAR members and not all real estate brokers
24 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a

1 loss of income and infringing on the duties the Plaintiffs have to supervise all
 2 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
 3 their clients. (See Exhibit 9). (See private and public version of listing #206472
 4 collectively attached as Exhibit 34).

6 **COUNT 67**

7 **BREACH OF CONTRACT**

8
 9 278. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 277 of
 10 Plaintiff's Complaint.

11
 12 279. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 280. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 281. On September 8, 2015 through July 6, 2018, Defendants breached this duty when
 23 Defendants would not allow information about the Plaintiff's financial interest and one
 24 other real estate agent to be disclosed in listing #206472, placing Plaintiff's real estate

1 brokerage license at risk and infringing on the duties the Plaintiffs have to supervise
 2 all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 3 Plaintiffs has to “ensure that all advertising contains accurate claims and
 4 representations, and **fully states** (emphasis added) factual material relating to the
 5 information advertised. A salesperson or broker shall not misrepresent the facts or
 6 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 7 502(C) and a salesperson or broker’s duties to disclose a financial interest in a
 8 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 9 private and public version of listing #206472 collectively attached as Exhibit 34).

11 **COUNT 68**

12 **ANTITRUST LAWS**

13
 14 282. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 281 of
 15 Plaintiff’s Complaint.

16
 17 283. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

21
 22 284. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with federal and state antitrust laws and the ADRE Rules including the
 24 rules that the broker (in this case the Plaintiff) supervises **all advertising** and that

ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

285. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

286. A.R.S. 44-1403 further states:

"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

287. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

"Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court."

1 288. 15 U.S. Code § 15(a) further states:

2
3 “[A]ny person who shall be injured in his business or property by any reason of anything
4 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
5 threefold the damages by him sustained, and the cost of suit, including a reasonable
6 attorney’s fee. The court may award...simple interest on actual damages for the period
7 beginning on the date of service”.

8
9 289. From September 8, 2017 to July 6, 2018 the Defendants restricted commerce and
10 excluded competition by unlawfully and systematically redacting and excluding and
11 interfering with information in the Plaintiff’s advertisements and limiting access to
12 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
13 Plaintiffs had for sale in Plaintiffs listing #206472. As such, Defendants are liable for
14 treble damages under this cause of action. (See private and public version of listing
15 #208106 collectively attached as Exhibit 34).

16
17 **COUNT 69**

18 **BREACH OF CONTRACT**

19
20 290. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 289 of
21 Plaintiff’s Complaint.

22
23 291. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 292. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 293. From September 8, 2015 through July 3, 2020, Defendants breached their duty
10 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
11 #206495, causing Plaintiffs to lose potential buyers causing a loss of income, placing
12 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
13 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
14 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
15 and representations, and fully states (emphasis added) factual material relating to the
16 information advertised. A salesperson or broker shall not misrepresent the facts or
17 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
18 502(C). (See Exhibit 9). (See private and public version of listing #206495 collectively
19 attached as Exhibit 35).

20
21 **COUNT 70**

22 **BREACH OF CONTRACT**
23
24

1 294. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 293 of
2 Plaintiff's Complaint.

3
4 295. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 296. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 297. On September 8, 2015 through July 3, 2020, Defendants breached their duty when
15 Defendants, through the Supra lockboxes excluded access to the home listed in
16 Plaintiffs listing #206495 to only WMAR members and not all real estate brokers and
17 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
18 of income and infringing on the duties the Plaintiffs have to supervise all advertising
19 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
20 (See Exhibit 9). (See private and public version of listing #206495 collectively
21 attached as Exhibit 35).

22
23 **COUNT 71**

24 **BREACH OF CONTRACT**

1
2 298. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 297 of
3 Plaintiff's Complaint.

4
5 299. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 300. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 301. On September 8, 2015 through July 3, 2020, Defendants breached this duty when
16 Defendants would not allow information about the Plaintiff's financial interest to be
17 disclosed in listing #206495, placing Plaintiff's real estate brokerage license at risk
18 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
19 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
20 advertising contains accurate claims and representations, and **fully states** (emphasis
21 added) factual material relating to the information advertised. A salesperson or broker
22 shall not misrepresent the facts or create misleading impressions." pursuant to
23 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
24 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-

1 24-502(B). (See Exhibit 9). (See private and public version of listing #206495
2 collectively attached as Exhibit 35).

3
4 **COUNT 71**

5 **ANTITRUST LAWS**

6
7 302. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 301 of
8 Plaintiff's Complaint.

9
10 303. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 304. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with federal and state antitrust laws and the ADRE Rules including the
17 rules that the broker (in this case the Plaintiff) supervises all advertising and that
18 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
19 estate agents and brokers.

20
21 305. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
22 1402 states:

23 "A contract, combination or conspiracy between two or more persons in restraint of , or to
24 monopolize, trade or commerce, any part which is within this state is unlawful."

1
2 306. A.R.S. 44-1403 further states:

3 “The establishment, maintenance or use of a monopoly or an attempt to establish a
4 monopoly of trade or commerce, any part of which is within this state, by any person for
5 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”
6

7 307. The Defendant’s actions also violate federal antitrust laws including the Sherman
8 Act. 15 U.S. Code § 1 states:

9
10 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
11 states, or with foreign nations, is declared illegal. Every person who shall make any
12 contract or engage in any combination conspiracy hereby declared to be illegal shall be
13 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
14 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
15 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
16 court.”
17

18 308. 15 U.S. Code § 15(a) further states:

19
20 “...[A]ny person who shall be injured in his business or property by any reason of anything
21 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
22 threefold the damages by him sustained, and the cost of suit, including a reasonable
23 attorney’s fee. The court may award...simple interest on actual damages for the period
24 beginning on the date of service”.

1
2 309. From September 8, 2017 to July 3, 2020 the Defendants restricted commerce and
3 excluded competition by unlawfully and systematically redacting and excluding and
4 interfering with information in the Plaintiff's advertisements and limiting access to
5 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
6 Plaintiffs had for sale in Plaintiffs listing #206495. As such, Defendants are liable for
7 treble damages under this cause of action. (See private and public version of listing
8 #206495 collectively attached as Exhibit 35).

9
10 **COUNT 72**

11 **FIRST AMENDMENT**

12
13 310. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 309 of
14 Plaintiff's Complaint.

15
16 311. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
21 312. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with the ADRE Rules including the rules that the broker (in this case the
23 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
24 estate matters and discipline related to real estate agents and brokers.

1
2 313. From September 8 , 2019 through July 3, 2020, Defendants acted as a quasi -
3 government actor and infringed on the Plaintiff's advertising in violation of the First
4 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
5 Plaintiffs listing #206495, causing Plaintiffs to lose potential buyers causing a loss of
6 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
7 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
8 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
9 advertising contains accurate claims and representations, and **fully states** (emphasis
10 added) factual material relating to the information advertised. A salesperson or broker
11 shall not misrepresent the facts or create misleading impressions." pursuant to
12 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
13 version of listing #206495 collectively attached as Exhibit 35).

14 15 **COUNT 73**

16 **FIRST AMENDMENT**

17
18 314. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 313 of
19 Plaintiff's Complaint.

20
21 315. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 316. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 317. On September 8, 2019 through July 3, 2020, Defendants acted as a quasi -
8 government actor and infringed on the Plaintiff's advertising in violation of the First
9 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
10 excluded access to the home listed in Plaintiffs listing #206495 to only WMAR
11 members and not all real estate brokers and agents licensed in Arizona, causing
12 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
13 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
14 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
15 version of listing #206495 collectively attached as Exhibit 35).

16
17 **COUNT 74**

18 **FIRST AMENDMENT**

19
20 318. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 317 of
21 Plaintiff's Complaint.

22
23 319. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 320. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 321. On September 8, 2019 through July 3, 2020, Defendants acted as a quasi -
10 government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, would not allow information
12 about the Plaintiff's financial interest to be disclosed in listing #206495, placing
13 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
14 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
15 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
16 and representations, and **fully states** (emphasis added) factual material relating to the
17 information advertised. A salesperson or broker shall not misrepresent the facts or
18 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
19 502(C) and a salesperson or broker's duties to disclose a financial interest in a
20 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
21 private and public version of listing #206495 collectively attached as Exhibit 35).

22
23 **COUNT 75**

24 **NEGLEGEANCE**

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322. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 321 of Plaintiff's Complaint.

323. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

324. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

325. From September 8, 2019 through July 3, 2020, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution, state law and administrative code as previously cited.

326. Defendants breached this duty by redacting Plaintiff's contact information out of Plaintiffs listing #206495,

327. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers, a loss of income and emotional distress by redacting Plaintiff's contact information out of Plaintiffs listing #206495.

1
2 328. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
3 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
4 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
5 Plaintiffs has to "ensure that all advertising contains accurate claims and
6 representations, and **fully states** (emphasis added) factual material relating to the
7 information advertised; and the duties a salesperson or broker has to not misrepresent
8 the facts or create misleading impressions pursuant to Arizona Administrative Code
9 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #206495
10 collectively attached as Exhibit 35).

11
12 329. The Defendant's actions foreseeably and proximately caused a loss of income
13 and/or potential income and caused emotional distress to the Plaintiffs as well as the
14 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
15 version of listing #206495 collectively attached as Exhibit 35).

16
17 **COUNT 76**

18 **NEGLEGEANCE**

19
20 330. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 329 of
21 Plaintiff's Complaint.

22
23 331. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 332. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 333. From September 8, 2019 through July 3, 2020, Defendants owed Plaintiffs a duty
10 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
11 U.S. Constitution and state law and administrative code as previously cited.

12
13 334. From September 8, 2019 through July 3, 2020, Defendants breached this duty by
14 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
15 Constitution when Defendants, through the Supra lockboxes by excluding access to
16 the home listed in Plaintiffs listing #206495 to only WMAR members and not all real
17 estate brokers and agents licensed in Arizona,

18
19 335. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
20 buyers and sellers

21
22 336. Defendant's breach foreseeably and proximately caused a loss of income and
23 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
24 by excluding access through the Supra Lockboxes to Plaintiffs listing #206495. (See

1 Exhibit 9). (See private and public version of listing #206495 collectively attached as
2 Exhibit 35).

3
4 **COUNT 77**
5 **NEGLEGEENCE**
6

7 337. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 336 of
8 Plaintiff's Complaint.

9
10 338. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 339. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 340. On September 8, 2019 through July 3, 2020, Defendants owed Plaintiffs a duty to
21 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
22 Constitution, Arizona state law and Arizona Administrative Code as previously cited.
23
24

1 341. Defendants breached this duty by not allowing information about the Plaintiff's
2 financial interest to be disclosed in listing #206495.

3
4 342. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
5 buyers and sellers

6
7 343. Defendant's breach foreseeably and proximately caused a loss of income and
8 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
9 by not allowing information about the Plaintiff's financial interest to be disclosed in
10 listing #208109. (See Exhibit 9). (See private and public version of listing #206495
11 collectively attached as Exhibit 35).

12
13 **COUNT 78**

14 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

15
16 344. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 343 of
17 Plaintiff's Complaint.

18
19 345. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 346. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 347. From September 8, 2019 through July 3, 2020, there existed a valid contractual
7 relationship between the Plaintiffs and their client for listing #206495 and/or a business
8 expectancy. The Defendants had knowledge of this relationship and/or business
9 expectancy. The Defendants intentionally interfered with this contract and/or business
10 expectancy which induced or caused a breach when Defendants redacted Plaintiff's
11 contact information out of Plaintiffs listing #208109, causing Plaintiffs to lose potential
12 buyers causing a loss of income, placing Plaintiff's real estate brokerage license at
13 risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant
14 to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that
15 all advertising contains accurate claims and representations, and fully states
16 (emphasis added) factual material relating to the information advertised. A
17 salesperson or broker shall not misrepresent the facts or create misleading
18 impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit
19 9). (See private and public version of listing #206495 collectively attached as Exhibit
20 35). As such, the Defendants actions were improper.

21
22 **COUNT 79**

23 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
24

1 348. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 347 of
2 Plaintiff's Complaint.

3
4 349. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 350. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 351. From September 8, 2019 through July 3, 2020, there existed a valid contractual
15 relationship and/or business expectancy between the Plaintiffs and their client for
16 listing #206495 and /or others. The Defendants had knowledge of this relationship
17 and/or business expectancy. The Defendants intentionally interfered with this
18 contract and or business expectancy which induced or caused a breach when the
19 Defendants through the Supra lockboxes excluded access to the home listed in
20 Plaintiffs listing #206495 to only WMAR members and not all real estate brokers and
21 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
22 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
23 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
24 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all

1 advertising contains accurate claims and representations, and **fully states** (emphasis
 2 added) factual material relating to the information advertised. A salesperson or broker
 3 shall not misrepresent the facts or create misleading impressions.” pursuant to
 4 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 5 version of listing #206495 collectively attached as Exhibit 35). As such, the
 6 Defendants actions were improper

8 **COUNT 80**

9 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

10
 11 352. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 351 of
 12 Plaintiff's Complaint.

13
 14 353. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 354. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 355. From September 8, 2019 through July 3, 2020, there existed a valid contractual
2 relationship between the Plaintiffs and their client for listing #206495 and/or a business
3 expectancy with the client or others. The Defendants had knowledge of this
4 relationship and/or business expectancy. The Defendants intentionally interfered with
5 this contract and/or business expectancy which induced or caused a breach when the
6 Defendants would not allow information about the Plaintiff's financial interest to be
7 disclosed in listing #208109, causing Plaintiffs to lose potential buyers causing a loss
8 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
9 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
11 advertising contains accurate claims and representations, and **fully states** (emphasis
12 added) factual material relating to the information advertised. A salesperson or broker
13 shall not misrepresent the facts or create misleading impressions." pursuant to
14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
15 version of listing #206495 collectively attached as Exhibit 35). As such, the
16 Defendants actions were improper.

17
18 **COUNT 81**

19 **AIDING AND ABETTING TORTIOUS CONDUCT**

20
21 356. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 355 of
22 Plaintiff's Complaint.
23
24

1 357. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 358. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 359. From September 8, 2019 through July 3, 2020, all or some of the Defendants knew
12 that all or some of them were committing an intentional tort when the Defendants
13 redacted Plaintiff's contact information out of Plaintiffs listing #206495. The
14 Defendants knew that this conduct constituted a breach of duty. And the Defendants
15 substantially assisted or encouraged the primary tortfeasor in the achievement of the
16 breach.

17
18 360. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
22 accurate claims and representations, and **fully states** (emphasis added) factual
23 material relating to the information advertised. A salesperson or broker shall not
24 misrepresent the facts or create misleading impressions." pursuant to Arizona

1 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
2 of listing #206495 collectively attached as Exhibit 35).

3
4 **COUNT 82**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**

6
7 361. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 360 of
8 Plaintiff's Complaint.

9
10 362. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 363. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 364. From September 8, 2019 through July 3, 2020, all or some of the Defendants knew
21 that all or some of them were committing an intentional tort when the Defendants
22 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
23 #206495 to only WMAR members and not all real estate brokers and agents licensed
24 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And

1 the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 365. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
8 and representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or
10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
11 502(C). (See Exhibit 9). (See private and public version of listing #206495 collectively
12 attached as Exhibit 35).

13
14 **COUNT 83**

15 **AIDING AND ABETTING TORTIOUS CONDUCT**

16
17 366. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 365 of
18 Plaintiff's Complaint.

19
20 367. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 368. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 369. From September 8, 2019 through July 3, 2020, all or some of the Defendants knew
7 that all or some of them were committing an intentional tort when the Defendants
8 would not allow information about the Plaintiff's financial interest to be disclosed in
9 listing #206495. The Defendants knew that this conduct constituted a breach of duty.
10 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
11 achievement of the breach.

12
13 370. This caused the Plaintiffs to lose potential buyers causing a loss of income,
14 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
15 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
17 claims and representations, and **fully states** (emphasis added) factual material
18 relating to the information advertised. A salesperson or broker shall not misrepresent
19 the facts or create misleading impressions." pursuant to Arizona Administrative Code
20 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #206495
21 collectively attached as Exhibit 35).

22
23 **COUNT 84**

24 **BREACH OF CONTRACT**

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371. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 370 of Plaintiff's Complaint.

372. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

373. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

374. On September 16, 2015 through September 30, 2016 the Plaintiffs hired Jody Emerald (hereinafter Emerald) to list Plaintiff's property as a real estate agent. Emerald is also a member of WMAR and the Defendants have the same duties to Emerald as they do to the Plaintiffs. Defendants breached their duty when Defendants redacted information out of Plaintiffs listing #206654, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B). (See private and public version of listing #206654 collectively attached as Exhibit 36).

COUNT 85

BREACH OF CONTRACT

375. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 374 of Plaintiff's Complaint.

376. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through (Supra since at least 2015) to access homes and commercial property through lockboxes to enhance Plaintiff's business as a real estate agent or broker.

377. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

378. On September 16, 2015 and through September 30, 2016, hired Emerald to sell Plaintiff's property. Emerald had the same duties as a real estate broker as the Plaintiffs and is a member of WMAR. Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #206654 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the real estate brokers or agents have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and

1 the duties to their clients. (See Exhibit 9). (See private and public version of listing
2 #206654 collectively attached as Exhibit 36).

3
4 **COUNT 86**

5 **BREACH OF CONTRACT**

6
7 379. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 378 of
8 Plaintiff's Complaint.

9
10 380. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 381. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 382. On September 16, 2015 through September 30, 2016, Defendants breached their
21 duty when Defendants would not allow information about the Plaintiff's financial
22 interest and one other real estate agent to be disclosed in listing #206654, placing
23 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
24 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-

1 502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate claims
 2 and representations, and **fully states** (emphasis added) factual material relating to the
 3 information advertised. A salesperson or broker shall not misrepresent the facts or
 4 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 5 502(C) and a salesperson or broker’s duties to disclose a financial interest in a
 6 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 7 private and public version of listing #206654 collectively attached as Exhibit 36).

8 9 **COUNT 87**

10 **BREACH OF CONTRACT**

11
 12 383. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 382 of
 13 Plaintiff’s Complaint.

14
 15 384. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 385. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

386. From September 19, 2015 through March 1, 2017, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #206724, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #206724 collectively attached as Exhibit 37).

COUNT 88

BREACH OF CONTRACT

387. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 386 of Plaintiff's Complaint.

388. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 389. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 390. On September 19, 2015 through March 1, 2017, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing #206724 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing #206724
13 collectively attached as Exhibit 37).

14
15 **COUNT 89**

16 **BREACH OF CONTRACT**

17
18 391. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 390 of
19 Plaintiff's Complaint.

20
21 392. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 393. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 394. On September 19, 2015 through March 1, 2017, Defendants breached this duty
8 when Defendants would not allow information about the Plaintiff's financial interest to
9 be disclosed in listing #206724, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing #206724
18 collectively attached as Exhibit 37).

19
20 **COUNT 90**

21 **BREACH OF CONTRACT**

22
23 395. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 394 of
24 Plaintiff's Complaint.

1
2 396. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 397. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
10 real estate matters and discipline related to real estate agents and brokers.

11
12 398. On October 22, 2015 through October 19, 2016 the Plaintiffs hired Emerald to list
13 Plaintiff's property as a real estate agent. Emerald is also a member of WMAR and
14 the Defendants have the same duties to Emerald as they do to the Plaintiffs.
15 Defendants breached their duty when Defendants redacted information out of
16 Plaintiffs listing #207011, causing Plaintiffs to lose potential buyers causing a loss of
17 income and infringing on the duties the Plaintiffs have to supervise all advertising
18 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
19 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
20 #207011 collectively attached as Exhibit 38).

21
22 **COUNT 91**

23 **BREACH OF CONTRACT**

1 399. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 398 of
2 Plaintiff's Complaint.

3
4 400. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
6 (Supra since at least 2015) to access homes and commercial property through
7 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

8
9 401. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 402. On October 22, 2015 and through October 19, 2016, the Plaintiffs hired Emerald
15 to sell Plaintiff's property. Emerald had the same duties as a real estate broker as the
16 Plaintiffs and is a member of WMAR. Defendants breached their duty when
17 Defendants, through the Supra lockboxes excluded access to the home listed in
18 Plaintiffs listing #207011 to only WMAR members and not all real estate brokers and
19 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
20 of income and infringing on the duties the real estate brokers or agents have to
21 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and
22 the duties to their clients. (See Exhibit 9). (See private and public version of listing
23 #207011 collectively attached as Exhibit 38).

COUNT 92

BREACH OF CONTRACT

403. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 402 of Plaintiff's Complaint.

404. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

405. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

406. On October 22, 2015 through October 19, 2016, Defendants breached their duty when Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #207011, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to

1 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
2 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
3 24-502(B). (See Exhibit 9). (See private and public version of listing #207011
4 collectively attached as Exhibit 38).

5
6 **COUNT 93**

7 **BREACH OF CONTRACT**

8
9 407. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 406 of
10 Plaintiff's Complaint.

11
12 408. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
14 and access to homes and commercial property through lockboxes (Supra since at
15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
17 409. Despite anything written to the contrary, Defendants were aware that Plaintiffs
18 must comply with the ADRE Rules including the rules that the broker (in this case the
19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
20 estate matters and discipline related to real estate agents and brokers.

21
22
23 410. From November 10, 2015 through March 15, 2016, Defendants breached their
24 duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing

1 #207236, causing Plaintiffs to lose potential buyers causing a loss of income, placing
 2 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
 3 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
 4 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
 5 and representations, and **fully states** (emphasis added) factual material relating to the
 6 information advertised. A salesperson or broker shall not misrepresent the facts or
 7 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 8 502(C). (See Exhibit 9). (See private and public version of listing #207236 collectively
 9 attached as Exhibit 39).

11 **COUNT 94**

12 **BREACH OF CONTRACT**

13
 14 411. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 410 of
 15 Plaintiff's Complaint.

16
 17 412. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
 22 413. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 414. On November 10, 2015 through March 15, 2016, Defendants breached their duty
 5 when Defendants, through the Supra lockboxes excluded access to the home listed
 6 in Plaintiffs listing #207236 to only WMAR members and not all real estate brokers
 7 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
 8 loss of income and infringing on the duties the Plaintiffs have to supervise all
 9 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
 10 their clients. (See Exhibit 9). (See private and public version of listing #207236
 11 collectively attached as Exhibit 39).

12 13 **COUNT 95**

14 **BREACH OF CONTRACT**

15
 16 415. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 414 of
 17 Plaintiff's Complaint.

18
 19 416. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 21 and access to homes and commercial property through lockboxes (Supra since at
 22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 417. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 418. On November 10, 2015 through March 15, 2016, Defendants breached this duty
7 when Defendants would not allow information about the Plaintiff's and two other real
8 estate agent's financial interest to be disclosed in listing #207236, placing Plaintiff's
9 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
10 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
11 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
12 representations, and fully states (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C) and a salesperson or broker's duties to disclose a financial interest in a
16 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
17 private and public version of listing #207236 collectively attached as Exhibit 39).

18
19 **COUNT 96**

20 **BREACH OF CONTRACT**

21
22 419. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 418 of
23 Plaintiff's Complaint.
24

1 420. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 421. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11
12 422. From December 1, 2015 through July 5, 2017, Defendants breached their duty
13 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
14 #207398, causing Plaintiffs to lose potential buyers causing a loss of income, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and **fully states** (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C). (See Exhibit 9). (See private and public version of listing #207398 collectively
22 attached as Exhibit 40).

BREACH OF CONTRACT

423. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 422 of Plaintiff's Complaint.

424. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

425. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

426. On December 1, 2015 through July 5, 2017, Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #207398 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #207398 collectively attached as Exhibit 40).

COUNT 98

BREACH OF CONTRACT

427. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 426 of Plaintiff's Complaint.

428. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

429. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

430. On December 1, 2015 through July 5, 2017, Defendants breached this duty when Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #207398, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to

1 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
2 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
3 24-502(B). (See Exhibit 9). (See private and public version of listing #207398
4 collectively attached as Exhibit 40).

5
6 **COUNT 99**

7 **BREACH OF CONTRACT**

8
9 431. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 430 of
10 Plaintiff's Complaint.

11
12 432. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
14 and access to homes and commercial property through lockboxes (Supra since at
15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
17 433. Despite anything written to the contrary, Defendants were aware that Plaintiffs
18 must comply with the ADRE Rules including the rules that the broker (in this case the
19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
20 estate matters and discipline related to real estate agents and brokers.

21
22 434. From January 25, 2016 through July 3, 2018, Defendants breached their duty
23 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
24 #207813, causing Plaintiffs to lose potential buyers causing a loss of income, placing

Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #207813 collectively attached as Exhibit 41).

COUNT 100

BREACH OF CONTRACT

435. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 434 of Plaintiff's Complaint.

436. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

437. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1
2 438. On January 25, 2016 through July 3, 2018, Defendants breached their duty when
3 Defendants, through the Supra lockboxes excluded access to the home listed in
4 Plaintiffs listing #207813 to only WMAR members and not all real estate brokers and
5 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
6 of income and infringing on the duties the Plaintiffs have to supervise all advertising
7 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
8 (See Exhibit 9). (See private and public version of listing #207813 collectively
9 attached as Exhibit 41).

10
11 **COUNT 101**

12 **ANTITRUST LAWS**

13
14 439. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 438 of
15 Plaintiff's Complaint.

16
17 440. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
19 and access to homes and commercial property through lockboxes (Supra since at
20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
22 441. Despite anything written to the contrary, Defendants were aware that Plaintiffs
23 must comply with federal and state antitrust laws and the ADRE Rules including the
24 rules that the broker (in this case the Plaintiff) supervises all advertising and that

ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

442. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

443. A.R.S. 44-1403 further states:

"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

444. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

"Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court."

1 445. 15 U.S. Code § 15(a) further states:

2
3 “[A]ny person who shall be injured in his business or property by any reason of anything
4 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
5 threefold the damages by him sustained, and the cost of suit, including a reasonable
6 attorney’s fee. The court may award...simple interest on actual damages for the period
7 beginning on the date of service”.

8
9 446. From September 8, 2017 to July 3, 2018 the Defendants restricted commerce and
10 excluded competition by unlawfully and systematically redacting and excluding and
11 interfering with information in the Plaintiff’s advertisements and limiting access to
12 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
13 Plaintiffs had for sale in Plaintiffs listing #207813. As such, Defendants are liable for
14 treble damages under this cause of action. (See private and public version of listing
15 #207813 collectively attached as Exhibit 41).

16
17 **COUNT 102**

18 **BREACH OF CONTRACT**

19
20 447. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 446 of
21 Plaintiff’s Complaint.

22
23 448. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 449. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 450. From February 22, 2016 through January 29, 2018, Defendants breached their
10 duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
11 #208106, causing Plaintiffs to lose potential buyers causing a loss of income, placing
12 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
13 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
14 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
15 and representations, and fully states (emphasis added) factual material relating to the
16 information advertised. A salesperson or broker shall not misrepresent the facts or
17 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
18 502(C). (See Exhibit 9). (See private and public version of listing #208106 collectively
19 attached as Exhibit 42).

20
21 **COUNT 103**

22 **BREACH OF CONTRACT**
23
24

1 451. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 450 of
2 Plaintiff's Complaint.

3
4 452. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 453. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 454. On February 22, 2016 through January 29, 2018, Defendants breached their duty
15 when Defendants, through the Supra lockboxes excluded access to the home listed
16 in Plaintiffs listing #208106 to only WMAR members and not all real estate brokers
17 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
18 loss of income and infringing on the duties the Plaintiffs have to supervise all
19 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
20 their clients. (See Exhibit 9). (See private and public version of listing #208106
21 collectively attached as Exhibit 42).

22
23 **COUNT 104**

24 **BREACH OF CONTRACT**

1
2 455. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 454 of
3 Plaintiff's Complaint.

4
5 456. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 457. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 458. On February 22, 2016 through January 29, 2018, Defendants breached this duty
16 when Defendants would not allow information about the Plaintiff's financial interest to
17 be disclosed in listing #208106, placing Plaintiff's real estate brokerage license at risk
18 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
19 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
20 advertising contains accurate claims and representations, and **fully states** (emphasis
21 added) factual material relating to the information advertised. A salesperson or broker
22 shall not misrepresent the facts or create misleading impressions." pursuant to
23 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
24 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-

1 24-502(B). (See Exhibit 9). (See private and public version of listing #208106
2 collectively attached as Exhibit 42).

3
4 **COUNT 105**

5 **ANTITRUST LAWS**

6
7 459. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 458 of
8 Plaintiff's Complaint.

9
10 460. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 461. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with federal and state antitrust laws and the ADRE Rules including the
17 rules that the broker (in this case the Plaintiff) supervises all advertising and that
18 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
19 estate agents and brokers.

20
21 462. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
22 1402 states:

23 "A contract, combination or conspiracy between two or more persons in restraint of , or to
24 monopolize, trade or commerce, any part which is within this state is unlawful."

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463. A.R.S. 44-1403 further states:

“The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

464. The Defendant’s actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

“Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court.”

465. 15 U.S. Code § 15(a) further states:

“...[A]ny person who shall be injured in his business or property by any reason of anything forbidden in the antitrust laws may sue therefor in any district court...and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney’s fee. The court may award...simple interest on actual damages for the period beginning on the date of service”.

1
2 466. From September 8, 2017 to January 29, 2018 the Defendants restricted commerce
3 and excluded competition by unlawfully and systematically redacting and excluding
4 and interfering with information in the Plaintiff's advertisements and limiting access to
5 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
6 Plaintiffs had for sale in Plaintiffs listing #208106. As such, Defendants are liable for
7 treble damages under this cause of action. (See private and public version of listing
8 #208106 collectively attached as Exhibit 42).

9
10 **COUNT 106**

11 **BREACH OF CONTRACT**

12
13 467. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 466 of
14 Plaintiff's Complaint.

15
16 468. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
21 469. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with the ADRE Rules including the rules that the broker (in this case the
23 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
24 estate matters and discipline related to real estate agents and brokers.

1
2 470. From February 22, 2016 through August 7, 2020, Defendants breached their duty
3 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
4 #208109, causing Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
8 and representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or
10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
11 502(C). (See Exhibit 9). (See private and public version of listing #208109 collectively
12 attached as Exhibit 43).

13
14 **COUNT 107**

15 **BREACH OF CONTRACT**

16
17 471. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 470 of
18 Plaintiff's Complaint.

19
20 472. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 473. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 474. On February 22, 2016 through August 7, 2020, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing #208109 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing #208109
13 collectively attached as Exhibit 43).

14
15 **COUNT 108**

16 **BREACH OF CONTRACT**

17
18 475. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 474 of
19 Plaintiff's Complaint.

20
21 476. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 477. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 478. On February 22, 2016 through August 7, 2020, Defendants breached this duty
8 when Defendants would not allow information about the Plaintiff's financial interest to
9 be disclosed in listing #208109, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing #208109
18 collectively attached as Exhibit 43).

19
20 **COUNT 109**

21 **ANTITRUST LAWS**

22
23 479. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 478 of
24 Plaintiff's Complaint.

1
2 480. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 481. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 482. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 483. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 484. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 485. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 486. From September 8, 2017 to August 7, 2020 the Defendants restricted commerce
19 and excluded competition by unlawfully and systematically redacting and excluding
20 and interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing #208109. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 #208109 collectively attached as Exhibit 43).

COUNT 110

FIRST AMENDMENT

487. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 486 of Plaintiff's Complaint.

488. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

489. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

490. From September 8 , 2019 through August 7, 2020, Defendants acted as a quasi - government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing #208109, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing #208109 collectively attached as Exhibit 43).

5
 6 **COUNT 111**

7 **FIRST AMENDMENT**

8
 9 491. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 490 of
 10 Plaintiff’s Complaint.

11
 12 492. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

16
 17 493. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 494. On September 8, 2019 through August 7, 2020, Defendants acted as a quasi -
 23 government actor and infringed on the Plaintiff’s advertising in violation of the First
 24 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes

1 excluded access to the home listed in Plaintiffs listing #208109 to only WMAR
 2 members and not all real estate brokers and agents licensed in Arizona, causing
 3 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 4 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 5 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 6 version of listing #208109 collectively attached as Exhibit 43).

7
 8 **COUNT 112**

9 **FIRST AMENDMENT**

10
 11 495. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 495 of
 12 Plaintiff's Complaint.

13
 14 496. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 497. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 498. On September 8, 2019 through August 7, 2020, Defendants acted as a quasi -
 2 government actor and infringed on the Plaintiff's advertising in violation of the First
 3 Amendment of the U.S. Constitution when Defendants, would not allow information
 4 about the Plaintiff's financial interest to be disclosed in listing #208109, placing
 5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
 6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
 7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
 8 and representations, and **fully states** (emphasis added) factual material relating to the
 9 information advertised. A salesperson or broker shall not misrepresent the facts or
 10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 11 502(C) and a salesperson or broker's duties to disclose a financial interest in a
 12 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 13 private and public version of listing #208109 collectively attached as Exhibit 43).

14 15 **COUNT 113**

16 **NEGLEGENCE**

17
18 499. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 498 of
 19 Plaintiff's Complaint.

20
21 500. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 23 and access to homes and commercial property through lockboxes (Supra since at
 24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 501. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 502. From September 8, 2019 through August 7, 2020, Defendants owed Plaintiffs a
8 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
9 the U.S. Constitution, state law and administrative code as previously cited.

10
11 503. Defendants breached this duty by redacting Plaintiff's contact information out of
12 Plaintiffs listing #208109,

13
14 504. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
15 a loss of income and emotional distress by redacting Plaintiff's contact information out
16 of Plaintiffs listing #208109.

17
18 505. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
19 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
20 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
21 Plaintiffs has to "ensure that all advertising contains accurate claims and
22 representations, and fully states (emphasis added) factual material relating to the
23 information advertised; and the duties a salesperson or broker has to not misrepresent
24 the facts or create misleading impressions pursuant to Arizona Administrative Code

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #208109
2 collectively attached as Exhibit 43).

3
4 506. The Defendant's actions foreseeably and proximately caused a loss of income
5 and/or potential income and caused emotional distress to the Plaintiffs as well as the
6 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
7 version of listing #208109 collectively attached as Exhibit 43).

8
9 **COUNT 114**

10 **NEGLEGEANCE**

11
12 507. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 506 of
13 Plaintiff's Complaint.

14
15 508. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 509. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

1 510. From September 8, 2019 through August 7, 2020, Defendants owed Plaintiffs a
2 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
3 the U.S. Constitution and state law and administrative code as previously cited.

4
5 511. From September 8, 2019 through August 7, 2020, Defendants breached this duty
6 by infringing on the Plaintiff's advertising in violation of the First Amendment of the
7 U.S. Constitution when Defendants, through the Supra lockboxes by excluding access
8 to the home listed in Plaintiffs listing #208109 to only WMAR members and not all
9 real estate brokers and agents licensed in Arizona.

10
11 512. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
12 buyers and sellers.

13
14 513. Defendant's breach foreseeably and proximately caused a loss of income and
15 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
16 by excluding access through the Supra Lockboxes to Plaintiffs listing #208109. (See
17 Exhibit 9). (See private and public version of listing #208109 collectively attached as
18 Exhibit 43).

19
20 **COUNT 115**

21 **NEGLEGEANCE**

22
23 514. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 513 of
24 Plaintiff's Complaint.

1
2 515. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 516. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 517. On September 8, 2019 through August 7, 2020, Defendants owed Plaintiffs a duty
13 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
14 U.S. Constitution, Arizona state law and Arizona Administrative Code as previously
15 cited.

16
17 518. Defendants breached this duty by not allowing information about the Plaintiff's
18 financial interest to be disclosed in listing #208109.

19
20 519. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
21 buyers and sellers.

22
23 520. Defendant's breach foreseeably and proximately caused a loss of income and
24 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license

1 by not allowing information about the Plaintiff's financial interest to be disclosed in
 2 listing #208109. (See Exhibit 9). (See private and public version of listing #208109
 3 collectively attached as Exhibit 43).

4
 5 **COUNT 116**

6 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

7
 8 521. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 520 of
 9 Plaintiff's Complaint.

10
 11 522. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
 16 523. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 524. From September 8, 2019 through August 7, 2020, there existed a valid contractual
 22 relationship between the Plaintiffs and their client for listing #208109 and/or a business
 23 expectancy. The Defendants had knowledge of this relationship and/or business
 24 expectancy. The Defendants intentionally interfered with this contract and/or business

1 527. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 528. From September 8, 2019 through August 7, 2020, there existed a valid contractual
7 relationship and/or business expectancy between the Plaintiffs and their client for
8 listing #208109 and /or others. The Defendants had knowledge of this relationship
9 and/or business expectancy. The Defendants intentionally interfered with this
10 contract and or business expectancy which induced or caused a breach when the
11 Defendants through the Supra lockboxes excluded access to the home listed in
12 Plaintiffs listing #208109 to only WMAR members and not all real estate brokers and
13 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
14 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
15 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
16 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
17 advertising contains accurate claims and representations, and **fully states** (emphasis
18 added) factual material relating to the information advertised. A salesperson or broker
19 shall not misrepresent the facts or create misleading impressions." pursuant to
20 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
21 version of listing #208109 collectively attached as Exhibit 43). As such, the
22 Defendants actions were improper

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

529. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 528 of Plaintiff's Complaint.

530. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

531. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

532. From September 8, 2019 through August 7, 2020, there existed a valid contractual relationship between the Plaintiffs and their client for listing #208109 and/or a business expectancy with the client or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when the Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #208109, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona

Administrative Code R4-28-502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions.” pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #208109 collectively attached as Exhibit 43). As such, the Defendants actions were improper.

COUNT 119

AIDING AND ABETTING TORTIOUS CONDUCT

533. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 532 of Plaintiff’s Complaint.

534. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

535. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1 536. From September 8, 2019 through August 7, 2020, all or some of the Defendants
2 knew that all or some of them were committing an intentional tort when the Defendants
3 redacted Plaintiff's contact information out of Plaintiffs listing #208109. The
4 Defendants knew that this conduct constituted a breach of duty. And the Defendants
5 substantially assisted or encouraged the primary tortfeasor in the achievement of the
6 breach.

7
8 537. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
9 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
10 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
11 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
12 accurate claims and representations, and **fully states** (emphasis added) factual
13 material relating to the information advertised. A salesperson or broker shall not
14 misrepresent the facts or create misleading impressions." pursuant to Arizona
15 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
16 of listing #208109 collectively attached as Exhibit 43).

17
18 **COUNT 120**

19 **AIDING AND ABETTING TORTIOUS CONDUCT**

20
21 538. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 538 of
22 Plaintiff's Complaint.

1 539. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 540. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 541. From September 8, 2019 through August 7, 2020, all or some of the Defendants
12 knew that all or some of them were committing an intentional tort when the Defendants
13 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
14 #208109 to only WMAR members and not all real estate brokers and agents licensed
15 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
16 the Defendants substantially assisted or encouraged the primary tortfeasor in the
17 achievement of the breach.

18
19 542. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
20 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
21 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
22 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
23 and representations, and **fully states** (emphasis added) factual material relating to the
24 information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C). (See Exhibit 9). (See private and public version of listing #208109 collectively
 3 attached as Exhibit 43).

4 5 **COUNT 121**

6 **AIDING AND ABETTING TORTIOUS CONDUCT**

7
 8 543. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 269 of
 9 Plaintiff’s Complaint.

10
 11 544. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 545. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 546. From September 8, 2019 through August 7, 2020, all or some of the Defendants
 22 knew that all or some of them were committing an intentional tort when the Defendants
 23 would not allow information about the Plaintiff’s financial interest to be disclosed in
 24 listing #208109. The Defendants knew that this conduct constituted a breach of duty.

1 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 547. This caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
6 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
8 claims and representations, and **fully states** (emphasis added) factual material
9 relating to the information advertised. A salesperson or broker shall not misrepresent
10 the facts or create misleading impressions." pursuant to Arizona Administrative Code
11 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #208109
12 collectively attached as Exhibit 43).

13
14 **COUNT 122**

15 **BREACH OF CONTRACT**

16
17 548. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 547 of
18 Plaintiff's Complaint.

19
20 549. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 550. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 551. From March 2, 2016 through July 22, 2017, Defendants breached their duty when
7 Defendants redacted Plaintiff's contact information out of Plaintiffs listing #208255,
8 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
9 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
10 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
11 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
12 representations, and fully states (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C). (See Exhibit 9). (See private and public version of listing #208255 collectively
16 attached as Exhibit 44).

17
18 **COUNT 123**

19 **BREACH OF CONTRACT**

20
21 552. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 551 of
22 Plaintiff's Complaint.

1 553. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 554. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 555. On March 2, 2016 through July 22, 2017, Defendants breached their duty when
12 Defendants, through the Supra lockboxes excluded access to the home listed in
13 Plaintiffs listing #208255 to only WMAR members and not all real estate brokers and
14 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
15 of income and infringing on the duties the Plaintiffs have to supervise all advertising
16 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
17 (See Exhibit 9). (See private and public version of listing #208255 collectively
18 attached as Exhibit 44).

19
20 **COUNT 124**

21 **BREACH OF CONTRACT**

22
23 556. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 555 of
24 Plaintiff's Complaint.

1 557. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 558. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 559. On March 2, 2016 through July 22, 2017, Defendants breached this duty when
12 Defendants would not allow information about the Plaintiff's financial interest and one
13 other real estate agent's financial interest to be disclosed in listing #208255, placing
14 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
15 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
16 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
17 and representations, and **fully states** (emphasis added) factual material relating to the
18 information advertised. A salesperson or broker shall not misrepresent the facts or
19 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
20 502(C) and a salesperson or broker's duties to disclose a financial interest in a
21 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
22 private and public version of listing #208255 collectively attached as Exhibit 44).

BREACH OF CONTRACT

560. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 559 of Plaintiff's Complaint.

561. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

562. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

563. From March 7, 2016 through November 28, 2018, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #208382, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #208382 collectively
2 attached as Exhibit 45).

3
4 **COUNT 126**

5 **BREACH OF CONTRACT**

6
7 564. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 563 of
8 Plaintiff's Complaint.

9
10 565. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 566. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 567. On March 7, 2016 through November 28, 2018, Defendants breached their duty
21 when Defendants, through the Supra lockboxes excluded access to the home listed
22 in Plaintiffs listing #208382 to only WMAR members and not all real estate brokers
23 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
24 loss of income and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
 2 their clients. (See Exhibit 9). (See private and public version of listing #208382
 3 collectively attached as Exhibit 45).

4
 5 **COUNT 127**

6 **ANTITRUST LAWS**

7
 8 568. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 567 of
 9 Plaintiff's Complaint.

10
 11 569. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
 16 570. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with federal and state antitrust laws and the ADRE Rules including the
 18 rules that the broker (in this case the Plaintiff) supervises all advertising and that
 19 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
 20 estate agents and brokers.

21
 22 571. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
 23 1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 572. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 573. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 574. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 575. From September 8, 2017 to November 28, 2018 the Defendants restricted
5 commerce and excluded competition by unlawfully and systematically redacting and
6 excluding and interfering with information in the Plaintiff's advertisements and limiting
7 access to Plaintiff's lockboxes on the homes and requiring that particular lockbox on
8 the homes Plaintiffs had for sale in Plaintiffs listing #208382. As such, Defendants
9 are liable for treble damages under this cause of action. (See private and public
10 version of listing #208382 collectively attached as Exhibit 45).

11
12 **COUNT 128**

13 **BREACH OF CONTRACT**

14
15 576. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 555 of
16 Plaintiff's Complaint.

17
18 577. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 578. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 579. On March 2, 2016 through July 22, 2017, Defendants breached this duty when
 5 Defendants would not allow information about the Plaintiff's financial interest and one
 6 other real estate agent's financial interest to be disclosed in listing #208255, placing
 7 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
 8 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
 9 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
 10 and representations, and fully states (emphasis added) factual material relating to the
 11 information advertised. A salesperson or broker shall not misrepresent the facts or
 12 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 13 502(C) and a salesperson or broker's duties to disclose a financial interest in a
 14 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 15 private and public version of listing #208255 collectively attached as Exhibit 44).

16 17 **COUNT 129**

18 **BREACH OF CONTRACT**

19
 20 580. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 559 of
 21 Plaintiff's Complaint.

22
 23 581. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 582. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 583. From March 7, 2016 through November 28, 2018, Defendants breached their duty
10 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
11 #208382, causing Plaintiffs to lose potential buyers causing a loss of income, placing
12 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
13 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
14 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
15 and representations, and fully states (emphasis added) factual material relating to the
16 information advertised. A salesperson or broker shall not misrepresent the facts or
17 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
18 502(C). (See Exhibit 9). (See private and public version of listing #208382 collectively
19 attached as Exhibit 45).

20
21 **COUNT 130**

22 **BREACH OF CONTRACT**
23
24

1 584. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 563 of
2 Plaintiff's Complaint.

3
4 585. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 586. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 587. On March 7, 2016 through November 28, 2018, Defendants breached their duty
15 when Defendants, through the Supra lockboxes excluded access to the home listed
16 in Plaintiffs listing #208382 to only WMAR members and not all real estate brokers
17 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
18 loss of income and infringing on the duties the Plaintiffs have to supervise all
19 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
20 their clients. (See Exhibit 9). (See private and public version of listing #208382
21 collectively attached as Exhibit 45).

22
23 **COUNT 131 to140**

24 **BREACH OF CONTRACT**

1
2 588. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 587 of
3 Plaintiff's Complaint.

4
5 589. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 590. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 591. From March 28 2016 to April 1, 2016 , Defendants breached their duty when
16 Defendants sent Plaintiffs notice ten times of MLS violations and threatened to fine
17 Plaintiffs in MLS #102765, 102766, 102767 and 102768 infringing upon Plaintiffs
18 relationship with their client and infringing on the duties the Plaintiffs have to supervise
19 all advertising pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit
20 9). (See also Arizona Administrative Code R4-28-502(B). (See WMAR MLS Violation
21 attached as Exhibit 46).

22
23 **COUNT 141**

24 **BREACH OF CONTRACT**

1
2 592. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 591 of
3 Plaintiff's Complaint.

4
5 593. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 594. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 595. From April 17, 2016 through June 8, 2017, Defendants breached their duty when
16 Defendants redacted Plaintiff's contact information out of Plaintiffs listing #209054,
17 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
18 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
19 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
20 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
21 representations, and **fully states** (emphasis added) factual material relating to the
22 information advertised. A salesperson or broker shall not misrepresent the facts or
23 create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #209054 collectively
2 attached as Exhibit 47).

3
4 **COUNT 142**

5 **BREACH OF CONTRACT**

6
7 596. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 596 of
8 Plaintiff's Complaint.

9
10 597. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 598. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 599. On April 7, 2016 through June 8, 2017, Defendants breached their duty when
21 Defendants, through the Supra lockboxes excluded access to the home listed in
22 Plaintiffs listing #209054 to only WMAR members and not all real estate brokers and
23 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
24 of income and infringing on the duties the Plaintiffs have to supervise all advertising

1 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
2 (See Exhibit 9). (See private and public version of listing #209054 collectively
3 attached as Exhibit 47).

4
5 **COUNT 143**

6 **BREACH OF CONTRACT**

7 600. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 599 of
8 Plaintiff's Complaint.

9
10 601. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 602. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 603. On April 17, 2016 through June 8, 2017, Defendants breached this duty when
21 Defendants would not allow information about the Plaintiff's financial interest to be
22 disclosed in listing #209054, placing Plaintiff's real estate brokerage license at risk
23 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
24 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all

1 advertising contains accurate claims and representations, and **fully states** (emphasis
 2 added) factual material relating to the information advertised. A salesperson or broker
 3 shall not misrepresent the facts or create misleading impressions.” pursuant to
 4 Arizona Administrative Code R4-24-502(C) and a salesperson or broker’s duties to
 5 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
 6 24-502(B). (See Exhibit 9). (See private and public version of listing #209054
 7 collectively attached as Exhibit 47).

9 **COUNT 144**

10 **BREACH OF CONTRACT**

11
 12 604. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 603 of
 13 Plaintiff’s Complaint.

14
 15 605. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 606. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1 607. From April 17, 2016 through September 3, 2021, Defendants breached their duty
2 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
3 #209055, causing Plaintiffs to lose potential buyers causing a loss of income, placing
4 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
5 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
6 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
7 and representations, and **fully states** (emphasis added) factual material relating to the
8 information advertised. A salesperson or broker shall not misrepresent the facts or
9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
10 502(C). (See Exhibit 9). (See private and public version of listing #209055 collectively
11 attached as Exhibit 48).

12
13 **COUNT 145**

14 **BREACH OF CONTRACT**

15
16 608. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 607 of
17 Plaintiff's Complaint.

18
19 609. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 610. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 611. On April 17, 2016 through September 3, 2021, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing #209055 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing #209055
13 collectively attached as Exhibit 48).

14
15 **COUNT 146**

16 **BREACH OF CONTRACT**

17
18 612. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 181 of
19 Plaintiff's Complaint.

20
21 613. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 614. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 615. On April 17, 2016 through September 3, 2021, Defendants breached this duty
8 when Defendants would not allow information about the Plaintiff's financial interest to
9 be disclosed in listing #209055, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing #209055
18 collectively attached as Exhibit 48).

19
20 **COUNT 147**

21 **ANTITRUST LAWS**

22
23 616. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 615 of
24 Plaintiff's Complaint.

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617. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

618. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with federal and state antitrust laws and the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

619. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:
"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

620. A.R.S. 44-1403 further states:
"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

621. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 622. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 623. From September 8, 2017 to September 3, 2021 the Defendants restricted
19 commerce and excluded competition by unlawfully and systematically redacting and
20 excluding and interfering with information in the Plaintiff’s advertisements and limiting
21 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
22 the homes Plaintiffs had for sale in Plaintiffs listing #209055. As such, Defendants
23 are liable for treble damages under this cause of action. (See private and public
24 version of listing #209055 collectively attached as Exhibit 48).

COUNT 148

FIRST AMENDMENT

624. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 623 of Plaintiff's Complaint.

625. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

626. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

627. From September 8 , 2019 through September 3, 2021, Defendants acted as a quasi -government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing #208109, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing #209055 collectively attached as Exhibit 48).

5
 6 **COUNT 149**

7 **FIRST AMENDMENT**

8
 9 628. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 627 of
 10 Plaintiff’s Complaint.

11
 12 629. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

16
 17 630. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 631. On September 8, 2019 through September 3, 2021, Defendants acted as a quasi
 23 -government actor and infringed on the Plaintiff’s advertising in violation of the First
 24 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes

1 excluded access to the home listed in Plaintiffs listing #209055 to only WMAR
 2 members and not all real estate brokers and agents licensed in Arizona, causing
 3 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 4 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 5 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 6 version of listing #209055 collectively attached as Exhibit 48).

7
 8 **COUNT 150**

9 **FIRST AMENDMENT**

10
 11 632. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 631 of
 12 Plaintiff's Complaint.

13
 14 633. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 634. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

635. On September 8, 2019 through September 3, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, would not allow information about the Plaintiff's financial interest to be disclosed in listing #209055, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public version of listing #209055 collectively attached as Exhibit 48).

COUNT 151

NEGLEGENCE

636. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 635 of Plaintiff's Complaint.

637. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 638. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 639. From September 8, 2019 through September 3, 2021, Defendants owed Plaintiffs
8 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
9 of the U.S. Constitution, state law and administrative code as previously cited.

10
11 640. Defendants breached this duty by redacting Plaintiff's contact information out of
12 Plaintiffs listing #209055,

13
14 641. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
15 a loss of income and emotional distress by redacting Plaintiff's contact information out
16 of Plaintiffs listing #209055.

17
18 642. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
19 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
20 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
21 Plaintiffs has to "ensure that all advertising contains accurate claims and
22 representations, and fully states (emphasis added) factual material relating to the
23 information advertised; and the duties a salesperson or broker has to not misrepresent
24 the facts or create misleading impressions pursuant to Arizona Administrative Code

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #209055
2 collectively attached as Exhibit 48).

3
4 643. The Defendant's actions foreseeably and proximately caused a loss of income
5 and/or potential income and caused emotional distress to the Plaintiffs as well as the
6 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
7 version of listing #209055 collectively attached as Exhibit 48).

8
9 **COUNT 152**

10 **NEGLEGEANCE**

11
12 644. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 643 of
13 Plaintiff's Complaint.

14
15 645. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 646. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

1 647. From September 8, 2019 through September 3, 2021, Defendants owed Plaintiffs
2 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
3 of the U.S. Constitution and state law and administrative code as previously cited.

4
5 648. From September 8, 2019 through September 3, 2021, Defendants breached this
6 duty by infringing on the Plaintiff's advertising in violation of the First Amendment of
7 the U.S. Constitution when Defendants, through the Supra lockboxes by excluding
8 access to the home listed in Plaintiffs listing #209055 to only WMAR members and
9 not all real estate brokers and agents licensed in Arizona,

10
11 649. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
12 buyers and sellers

13
14 650. Defendant's breach foreseeably and proximately caused a loss of income and
15 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
16 by excluding access through the Supra Lockboxes to Plaintiffs listing #209055. (See
17 Exhibit 9). (See private and public version of listing #209055 collectively attached as
18 Exhibit 48).

19
20 **COUNT 153**

21 **NEGLEGEANCE**

22
23 651. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 650 of
24 Plaintiff's Complaint.

1
2 652. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 653. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 654. On September 8, 2019 through September 3, 2021, Defendants owed Plaintiffs a
13 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
14 the U.S. Constitution, Arizona state law and Arizona Administrative Code as
15 previously cited.

16
17 655. Defendants breached this duty by not allowing information about the Plaintiff's
18 financial interest to be disclosed in listing #209055.

19
20 656. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
21 buyers and sellers

22
23 657. Defendant's breach foreseeably and proximately caused a loss of income and
24 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license

1 by not allowing information about the Plaintiff's financial interest to be disclosed in
 2 listing #209055. (See Exhibit 9). (See private and public version of listing #209055
 3 collectively attached as Exhibit 48).

4
 5 **COUNT 154**

6 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

7
 8 658. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 657 of
 9 Plaintiff's Complaint.

10
 11 659. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
 16 660. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 661. From September 8, 2019 through August 7, 2020, there existed a valid contractual
 22 relationship between the Plaintiffs and their client for listing #208109 and/or a business
 23 expectancy. The Defendants had knowledge of this relationship and/or business
 24 expectancy. The Defendants intentionally interfered with this contract and/or business

1 664. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 665. From September 8, 2019 through September 3, 2021, there existed a valid
7 contractual relationship and/or business expectancy between the Plaintiffs and their
8 client for listing #209055 and /or others. The Defendants had knowledge of this
9 relationship and/or business expectancy. The Defendants intentionally interfered with
10 this contract and or business expectancy which induced or caused a breach when the
11 Defendants through the Supra lockboxes excluded access to the home listed in
12 Plaintiffs listing #209055 to only WMAR members and not all real estate brokers and
13 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
14 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
15 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
16 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
17 advertising contains accurate claims and representations, and **fully states** (emphasis
18 added) factual material relating to the information advertised. A salesperson or broker
19 shall not misrepresent the facts or create misleading impressions." pursuant to
20 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
21 version of listing #209055 collectively attached as Exhibit 48). As such, the
22 Defendants actions were improper

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

666. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 665 of Plaintiff's Complaint.

667. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

668. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

669. From September 8, 2019 through September 3, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing #209055 and/or a business expectancy with the client or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when the Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #209055, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 2 Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing #209055 collectively
 7 attached as Exhibit 48). As such, the Defendants actions were improper.

9 **COUNT 157**

10 **AIDING AND ABETTING TORTIOUS CONDUCT**

11
 12 670. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 669 of
 13 Plaintiff’s Complaint.

14
 15 671. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 672. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1 673. From September 8, 2019 through September 3, 2021, all or some of the
2 Defendants knew that all or some of them were committing an intentional tort when
3 the Defendants redacted Plaintiff's contact information out of Plaintiffs listing #209055.
4 The Defendants knew that this conduct constituted a breach of duty. And the
5 Defendants substantially assisted or encouraged the primary tortfeasor in the
6 achievement of the breach.

7
8 674. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
9 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
10 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
11 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
12 accurate claims and representations, and **fully states** (emphasis added) factual
13 material relating to the information advertised. A salesperson or broker shall not
14 misrepresent the facts or create misleading impressions." pursuant to Arizona
15 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
16 of listing #209055 collectively attached as Exhibit 48).

17
18 **COUNT 158**

19 **AIDING AND ABETTING TORTIOUS CONDUCT**

20
21 675. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 674 of
22 Plaintiff's Complaint.

1 676. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 677. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 678. From September 8, 2019 through September 3, 2021, all or some of the
12 Defendants knew that all or some of them were committing an intentional tort when
13 the Defendants through the Supra lockboxes excluded access to the home listed in
14 Plaintiffs listing #209055 to only WMAR members and not all real estate brokers and
15 agents licensed in Arizona. The Defendants knew that this conduct constituted a
16 breach of duty. And the Defendants substantially assisted or encouraged the primary
17 tortfeasor in the achievement of the breach.

18
19 679. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
20 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
21 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
22 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
23 and representations, and **fully states** (emphasis added) factual material relating to the
24 information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C). (See Exhibit 9). (See private and public version of listing #209055 collectively
 3 attached as Exhibit 48).

4 5 **COUNT 159**

6 **AIDING AND ABETTING TORTIOUS CONDUCT**

7
 8 680. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 679 of
 9 Plaintiff’s Complaint.

10
 11 681. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 682. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 683. From September 8, 2019 through September 3, 2021, all or some of the
 22 Defendants knew that all or some of them were committing an intentional tort when
 23 the Defendants would not allow information about the Plaintiff’s financial interest to be
 24 disclosed in listing #209055. The Defendants knew that this conduct constituted a

1 breach of duty. And the Defendants substantially assisted or encouraged the primary
2 tortfeasor in the achievement of the breach.

3
4 684. This caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
6 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
8 claims and representations, and **fully states** (emphasis added) factual material
9 relating to the information advertised. A salesperson or broker shall not misrepresent
10 the facts or create misleading impressions." pursuant to Arizona Administrative Code
11 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #209055
12 collectively attached as Exhibit 48).

13
14 **COUNT 160**

15 **BREACH OF CONTRACT**

16
17 685. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 684 of
18 Plaintiff's Complaint.

19
20 686. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 687. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 688. From April 25, 2016 through December 29, 2016, Defendants breached their duty
7 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
8 #209202, causing Plaintiffs to lose potential buyers causing a loss of income, placing
9 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
10 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
11 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
12 and representations, and fully states (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C). (See Exhibit 9). (See private and public version of listing #209202 collectively
16 attached as Exhibit 49).

17
18 **COUNT 161**

19 **BREACH OF CONTRACT**

20
21 689. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 688 of
22 Plaintiff's Complaint.

1 690. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 691. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 692. From May 18, 2016 through May 18, 2017, Defendants breached their duty when
12 Defendants redacted Plaintiff's contact information out of Plaintiffs listing #209661,
13 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
14 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
15 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
16 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
17 representations, and fully states (emphasis added) factual material relating to the
18 information advertised. A salesperson or broker shall not misrepresent the facts or
19 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
20 502(C). (See Exhibit 9). (See private and public version of listing #209661 collectively
21 attached as Exhibit 50).

22
23 **COUNT 162**

24 **BREACH OF CONTRACT**

1 693. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 692 of
2 Plaintiff's Complaint.

3
4 694. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 695. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 696. On May 18, 2016 through May 18, 2017, Defendants breached their duty when
15 Defendants, through the Supra lockboxes excluded access to the home listed in
16 Plaintiffs listing #209661 to only WMAR members and not all real estate brokers and
17 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
18 of income and infringing on the duties the Plaintiffs have to supervise all advertising
19 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
20 (See Exhibit 9). (See private and public version of listing #209661 collectively
21 attached as Exhibit 50).

22
23 **COUNT 163**

24 **BREACH OF CONTRACT**

1
2 697. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 696 of
3 Plaintiff's Complaint.

4
5 698. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 699. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
13 real estate matters and discipline related to real estate agents and brokers.

14
15 700. On June 13, 2016, through November 6, 2017 the Plaintiffs hired Wilkins to list
16 Plaintiff's property as a real estate broker. Wilkins is also a member of WMAR and
17 the Defendants have the same duties to Wilkins as they do to the Plaintiffs.
18 Defendants breached their duty when Defendants redacted information out of
19 Plaintiffs listing #210229, causing Plaintiffs to lose potential buyers causing a loss of
20 income and infringing on the duties the Plaintiffs have to supervise all advertising
21 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
22 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
23 #210229 collectively attached as Exhibit 51).

COUNT 164

BREACH OF CONTRACT

701. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 700 of Plaintiff's Complaint.

702. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through (Supra since at least 2015) to access homes and commercial property through lockboxes to enhance Plaintiff's business as a real estate agent or broker.

703. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

704. On June 13, 2016 through November 6, 2017, hired Wilkins to sell Plaintiff's property. Wilkins had the same duties as a real estate broker as the Plaintiffs and is a member of WMAR. Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #210229 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the real estate brokers or agents have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See

1 Exhibit 9). (See private and public version of listing #210229 collectively attached as
2 Exhibit 51).

3
4 **COUNT 165**

5 **BREACH OF CONTRACT**

6
7 705. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 704 of
8 Plaintiff's Complaint.

9
10 706. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 707. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 708. On June 13, 2016 through November 6, 2017, Defendants breached their duty
21 when Defendants would not allow information about the Plaintiff's financial interest to
22 be disclosed in listing #210229, placing Plaintiff's real estate brokerage license at risk
23 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
24 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all

1 advertising contains accurate claims and representations, and **fully states** (emphasis
 2 added) factual material relating to the information advertised. A salesperson or broker
 3 shall not misrepresent the facts or create misleading impressions.” pursuant to
 4 Arizona Administrative Code R4-24-502(C) and a salesperson or broker’s duties to
 5 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
 6 24-502(B). (See Exhibit 9). (See private and public version of listing #210229
 7 collectively attached as Exhibit 51).

8 9 **COUNT 166**

10 **ANTITRUST LAWS**

11
 12 709. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 708 of
 13 Plaintiff’s Complaint.

14
 15 710. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 711. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with federal and state antitrust laws and the ADRE Rules including the
 22 rules that the broker (in this case the Plaintiff) supervises **all advertising** and that
 23 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
 24 estate agents and brokers.

1
2 712. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
3 1402 states:

4 "A contract, combination or conspiracy between two or more persons in restraint of , or to
5 monopolize, trade or commerce, any part which is within this state is unlawful."
6

7 713. A.R.S. 44-1403 further states:

8 "The establishment, maintenance or use of a monopoly or an attempt to establish a
9 monopoly of trade or commerce, any part of which is within this state, by any person for
10 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."
11

12 714. The Defendant's actions also violate federal antitrust laws including the Sherman
13 Act. 15 U.S. Code § 1 states:

14
15 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
16 states, or with foreign nations, is declared illegal. Every person who shall make any
17 contract or engage in any combination conspiracy hereby declared to be illegal shall be
18 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
19 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
20 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
21 court."
22

23 715. 15 U.S. Code § 15(a) further states:
24

1 "...[A]ny person who shall be injured in his business or property by any reason of anything
2 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
3 threefold the damages by him sustained, and the cost of suit, including a reasonable
4 attorney's fee. The court may award...simple interest on actual damages for the period
5 beginning on the date of service".

6
7 716. From September 8, 2017 to November 6, 2017, the Defendants restricted
8 commerce and excluded competition by unlawfully and systematically redacting and
9 excluding and interfering with information in the Plaintiff's advertisements and limiting
10 access to Plaintiff's lockboxes on the homes and requiring that particular lockbox on
11 the homes Plaintiffs had for sale in Plaintiffs listing #210229. As such, Defendants
12 are liable for treble damages under this cause of action. (See private and public
13 version of listing #210229 collectively attached as Exhibit 51).

14
15 **COUNT 167**

16 **BREACH OF CONTRACT**

17
18 717. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 716 of
19 Plaintiff's Complaint.

20
21 718. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 719. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 720. From June 16, 2016 through August 30, 2016, Defendants breached their duty
8 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
9 #210270, causing Plaintiffs to lose potential buyers causing a loss of income, placing
10 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
11 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
12 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
13 and representations, and fully states (emphasis added) factual material relating to the
14 information advertised. A salesperson or broker shall not misrepresent the facts or
15 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
16 502(C). (See Exhibit 9). (See private and public version of listing #210270 collectively
17 attached as Exhibit 52).

18
19 **COUNT 168**

20 **BREACH OF CONTRACT**

21
22 721. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 720 of
23 Plaintiff's Complaint.
24

1 722. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 723. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 724. On June 16, 2016 through August 30, 2016, Defendants breached their duty when
12 Defendants, through the Supra lockboxes, excluded access to the home listed in
13 Plaintiffs listing #210270 to only WMAR members and not all real estate brokers and
14 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
15 of income and infringing on the duties the Plaintiffs have to supervise all advertising
16 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
17 (See Exhibit 9). (See private and public version of listing #210270 collectively
18 attached as Exhibit 52).

19
20 **COUNT 169**

21 **BREACH OF CONTRACT**

22
23 725. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 724 of
24 Plaintiff's Complaint.

1
2 726. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 727. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
10 real estate matters and discipline related to real estate agents and brokers.

11
12 728. On August 3, 2016, through October 4, 2016 the Plaintiffs hired Sharrock to list
13 Plaintiff's property as a real estate agent. Sharrock is also a member of WMAR and
14 the Defendants have the same duties to Sharrock as they do to the Plaintiffs.
15 Defendants breached their duty when Defendants redacted information out of
16 Plaintiffs listing #210991, causing Plaintiffs to lose potential buyers causing a loss of
17 income and infringing on the duties the Plaintiffs have to supervise all advertising
18 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
19 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
20 #210991 collectively attached as Exhibit 53).

21
22 **COUNT 170**

23 **BREACH OF CONTRACT**

1 729. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 728 of
2 Plaintiff's Complaint.

3
4 730. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
6 (Supra since at least 2015) to access homes and commercial property through
7 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

8
9 731. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 732. On August 3, 2016 through October 4, 2016, hired Sharrock to sell Plaintiff's
15 property. Sharrock had the same duties as a real estate agent as the Plaintiffs and is
16 a member of WMAR. Defendants breached their duty when Defendants, through the
17 Supra lockboxes excluded access to the home listed in Plaintiffs listing #210991 to
18 only WMAR members and not all real estate brokers and agents licensed in Arizona,
19 causing Plaintiffs to lose potential buyers causing a loss of income and infringing on
20 the duties the real estate brokers or agents have to supervise all advertising pursuant
21 to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See
22 Exhibit 9). (See private and public version of listing #210991 collectively attached as
23 Exhibit 53).

COUNT 171

BREACH OF CONTRACT

733. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 732 of Plaintiff's Complaint.

734. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

735. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

736. On August 3, 2016 through October 4, 2016, Defendants breached their duty when Defendants would not allow information about the Plaintiff's financial interest to be fully disclosed in listing #210991, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading

impressions.” pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker’s duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public version of listing #210991 collectively attached as Exhibit 53).

COUNT 172

BREACH OF CONTRACT

737. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 736 of Plaintiff’s Complaint.

738. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

739. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

740. On August 3, 2016, through September 29, 2016 the Plaintiffs hired Sharrock to list Plaintiff’s property as a real estate agent. Sharrock is also a member of WMAR and the Defendants have the same duties to Sharrock as they do to the Plaintiffs.

1 Defendants breached their duty when Defendants redacted information out of
2 Plaintiffs listing #210992, causing Plaintiffs to lose potential buyers causing a loss of
3 income and infringing on the duties the Plaintiffs have to supervise all advertising
4 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
5 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
6 #210992 collectively attached as Exhibit 54).

7
8 **COUNT 173**

9 **BREACH OF CONTRACT**
10

11 741. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 740 of
12 Plaintiff's Complaint.

13
14 742. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
15 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
16 (Supra since at least 2015) to access homes and commercial property through
17 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

18
19 743. Despite anything written to the contrary, Defendants were aware that Plaintiffs
20 must comply with the ADRE Rules including the rules that the broker (in this case the
21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
22 estate matters and discipline related to real estate agents and brokers.
23
24

1 744. On August 3, 2016 through September 29, 2016, hired Sharrock to sell Plaintiff's
2 property. Sharrock had the same duties as a real estate agent as the Plaintiffs and is
3 a member of WMAR. Defendants breached their duty when Defendants, through the
4 Supra lockboxes excluded access to the home listed in Plaintiffs listing #210992 to
5 only WMAR members and not all real estate brokers and agents licensed in Arizona,
6 causing Plaintiffs to lose potential buyers causing a loss of income and infringing on
7 the duties the real estate brokers or agents have to supervise all advertising pursuant
8 to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See
9 Exhibit 9). (See private and public version of listing #210992 collectively attached as
10 Exhibit 54).

11
12 **COUNT 174**

13 **BREACH OF CONTRACT**
14

15 745. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 744 of
16 Plaintiff's Complaint.
17

18 746. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.
22

23 747. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 748. On August 3, 2016 through September 29, 2016, Defendants breached their duty
 5 when Defendants would not allow information about the Plaintiff's financial interest to
 6 be fully disclosed in listing #210992, placing Plaintiff's real estate brokerage license
 7 at risk and infringing on the duties the Plaintiffs have to supervise all advertising
 8 pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to
 9 "ensure that all advertising contains accurate claims and representations, and fully
 10 states (emphasis added) factual material relating to the information advertised. A
 11 salesperson or broker shall not misrepresent the facts or create misleading
 12 impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a
 13 salesperson or broker's duties to disclose a financial interest in a property pursuant to
 14 Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public
 15 version of listing #210992 collectively attached as Exhibit 54).

16 17 **COUNT 175**

18 **BREACH OF CONTRACT**

19
 20 749. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 748 of
 21 Plaintiff's Complaint.

22
 23 750. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 751. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 752. From August 8, 2016 through October 26, 2018, Defendants breached their duty
10 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
11 #211058, causing Plaintiffs to lose potential buyers causing a loss of income, placing
12 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
13 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
14 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
15 and representations, and fully states (emphasis added) factual material relating to the
16 information advertised. A salesperson or broker shall not misrepresent the facts or
17 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
18 502(C). (See Exhibit 9). (See private and public version of listing #211058 collectively
19 attached as Exhibit 55).

20
21 **COUNT 176**

22 **BREACH OF CONTRACT**
23
24

1 753. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 752 of
2 Plaintiff's Complaint.

3
4 754. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 755. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 756. On August 8, 2016 through October 27, 2018, Defendants breached their duty
15 when Defendants, through the Supra lockboxes excluded access to the home listed
16 in Plaintiffs listing #211058 to only WMAR members and not all real estate brokers
17 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
18 loss of income and infringing on the duties the Plaintiffs have to supervise all
19 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
20 their clients. (See Exhibit 9). (See private and public version of listing #211058
21 collectively attached as Exhibit 55).

22
23 **COUNT 177**

24 **BREACH OF CONTRACT**

1
2 757. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 756 of
3 Plaintiff's Complaint.

4
5 758. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 759. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 760. On August 8, 2016 through October 27, 2018, Defendants breached this duty when
16 Defendants would not allow information about the Plaintiff's financial interest to be
17 disclosed in listing #211058, placing Plaintiff's real estate brokerage license at risk
18 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
19 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
20 advertising contains accurate claims and representations, and **fully states** (emphasis
21 added) factual material relating to the information advertised. A salesperson or broker
22 shall not misrepresent the facts or create misleading impressions." pursuant to
23 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
24 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-

1 24-502(B). (See Exhibit 9). (See private and public version of listing #211058
2 collectively attached as Exhibit 55).

3
4 **COUNT 178**

5 **ANTITRUST LAWS**

6
7 761. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 760 of
8 Plaintiff's Complaint.

9
10 762. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 763. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with federal and state antitrust laws and the ADRE Rules including the
17 rules that the broker (in this case the Plaintiff) supervises all advertising and that
18 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
19 estate agents and brokers.

20
21 764. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
22 1402 states:

23 "A contract, combination or conspiracy between two or more persons in restraint of , or to
24 monopolize, trade or commerce, any part which is within this state is unlawful."

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765. A.R.S. 44-1403 further states:

“The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

766. The Defendant’s actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

“Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court.”

767. 15 U.S. Code § 15(a) further states:

“...[A]ny person who shall be injured in his business or property by any reason of anything forbidden in the antitrust laws may sue therefor in any district court...and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney’s fee. The court may award...simple interest on actual damages for the period beginning on the date of service”.

1
2 768. From September 8, 2017 to October 27, 2018 the Defendants restricted commerce
3 and excluded competition by unlawfully and systematically redacting and excluding
4 and interfering with information in the Plaintiff's advertisements and limiting access to
5 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
6 Plaintiffs had for sale in Plaintiffs listing #211058. As such, Defendants are liable for
7 treble damages under this cause of action. (See private and public version of listing
8 #211058 collectively attached as Exhibit 55).

9
10 **COUNT 179**

11 **BREACH OF CONTRACT**

12
13 769. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 768 of
14 Plaintiff's Complaint.

15
16 770. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
21 771. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with the ADRE Rules including the rules that the broker (in this case the
23 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
24 estate matters and discipline related to real estate agents and brokers.

1 772. From September 16, 2016 through May 8, 2018, Defendants breached their duty
2 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
3 #211601, causing Plaintiffs to lose potential buyers causing a loss of income, placing
4 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
5 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
6 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
7 and representations, and **fully states** (emphasis added) factual material relating to the
8 information advertised. A salesperson or broker shall not misrepresent the facts or
9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
10 502(C). (See Exhibit 9). (See private and public version of listing #211601 collectively
11 attached as Exhibit 56).

12
13 **COUNT 180**

14 **BREACH OF CONTRACT**

15
16 773. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 772 of
17 Plaintiff's Complaint.

18
19 774. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 775. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 776. On September 16, 2016 through May 8, 2018, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing #211601 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing #211601
13 collectively attached as Exhibit 56).

14
15 **COUNT 181**

16 **BREACH OF CONTRACT**

17
18 777. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 776 of
19 Plaintiff's Complaint.

20
21 778. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 779. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.
6

7 780. On September 16, 2016 through May 8, 2018, Defendants breached this duty
8 when Defendants would not allow information about the Plaintiff's financial interest to
9 be disclosed in listing #211601, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing #211601
18 collectively attached as Exhibit 56).
19

20 **COUNT 182**

21 **ANTITRUST LAWS**
22

23 781. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 780 of
24 Plaintiff's Complaint.

1
2 782. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 783. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 784. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 785. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 786. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 787. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 788. From September 8, 2017 to May 8, 2018 the Defendants restricted commerce and
19 excluded competition by unlawfully and systematically redacting and excluding and
20 interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing #211601. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 #211601 collectively attached as Exhibit 56).

COUNT 183

BREACH OF CONTRACT

789. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 788 of Plaintiff's Complaint.

790. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

791. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

792. From September 20, 2016 through February 20, 2018, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #211640, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
2 502(C). (See Exhibit 9). (See private and public version of listing #211640 collectively
3 attached as Exhibit 57).

4
5 **COUNT 184**

6 **BREACH OF CONTRACT**

7
8 793. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 792 of
9 Plaintiff’s Complaint.

10
11 794. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
16 795. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 796. On September 20, 2016 through February 20, 2018, Defendants breached their
22 duty when Defendants, through the Supra lockboxes excluded access to the home
23 listed in Plaintiffs listing #211640 to only WMAR members and not all real estate
24 brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers

1 causing a loss of income and infringing on the duties the Plaintiffs have to supervise
 2 all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties
 3 to their clients. (See Exhibit 9). (See private and public version of listing #211640
 4 collectively attached as Exhibit 57).

6 **COUNT 185**

7 **BREACH OF CONTRACT**

8
 9 797. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 796 of
 10 Plaintiff's Complaint.

11
 12 798. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 799. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 800. On September 20, 2016 through February, 2018, Defendants breached this duty
 23 when Defendants would not allow information about the Plaintiff's financial interest to
 24 be disclosed in listing #211640, placing Plaintiff's real estate brokerage license at risk

1 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
 2 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to “ensure that all
 3 advertising contains accurate claims and representations, and **fully states** (emphasis
 4 added) factual material relating to the information advertised. A salesperson or broker
 5 shall not misrepresent the facts or create misleading impressions.” pursuant to
 6 Arizona Administrative Code R4-24-502(C) and a salesperson or broker’s duties to
 7 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
 8 24-502(B). (See Exhibit 9). (See private and public version of listing #211640
 9 collectively attached as Exhibit 57).

10 11 **COUNT 186**

12 **ANTITRUST LAWS**

13
 14 801. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 800 of
 15 Plaintiff’s Complaint.

16
 17 802. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

21
 22 803. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with federal and state antitrust laws and the ADRE Rules including the
 24 rules that the broker (in this case the Plaintiff) supervises **all advertising** and that

ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

804. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

805. A.R.S. 44-1403 further states:

"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

806. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

"Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court."

1 807. 15 U.S. Code § 15(a) further states:

2
3 “[A]ny person who shall be injured in his business or property by any reason of anything
4 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
5 threefold the damages by him sustained, and the cost of suit, including a reasonable
6 attorney’s fee. The court may award...simple interest on actual damages for the period
7 beginning on the date of service”.

8
9 808. From September 8, 2017 to February 20, 2018 the Defendants restricted
10 commerce and excluded competition by unlawfully and systematically redacting and
11 excluding and interfering with information in the Plaintiff’s advertisements and limiting
12 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
13 the homes Plaintiffs had for sale in Plaintiffs listing #211640. As such, Defendants
14 are liable for treble damages under this cause of action. (See private and public
15 version of listing #211640 collectively attached as Exhibit 57).

16
17 **COUNT 187**

18 **BREACH OF CONTRACT**

19
20 809. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 808 of
21 Plaintiff’s Complaint.

22
23 810. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 811. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
7 real estate matters and discipline related to real estate agents and brokers.

8
9 812. On September 27, 2016, through October 16, 2016 the Plaintiffs hired Sharrock to
10 list Plaintiff's property as a real estate agent. Sharrock is also a member of WMAR
11 and the Defendants have the same duties to Sharrock as they do to the Plaintiffs.
12 Defendants breached their duty when Defendants redacted information out of
13 Plaintiffs listing #211743, causing Plaintiffs to lose potential buyers causing a loss of
14 income and infringing on the duties the Plaintiffs have to supervise all advertising
15 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
16 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
17 #211743 collectively attached as Exhibit 58).

18
19 **COUNT 188**

20 **BREACH OF CONTRACT**

21
22 813. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 812 of
23 Plaintiff's Complaint.

1 814. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
3 (Supra since at least 2015) to access homes and commercial property through
4 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

5
6 815. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 816. On September 27, 2016 through October 16, 2016, hired Sharrock to sell Plaintiff's
12 property. Sharrock had the same duties as a real estate agent as the Plaintiffs and is
13 a member of WMAR. Defendants breached their duty when Defendants, through the
14 Supra lockboxes excluded access to the home listed in Plaintiffs listing #211743 to
15 only WMAR members and not all real estate brokers and agents licensed in Arizona,
16 causing Plaintiffs to lose potential buyers causing a loss of income and infringing on
17 the duties the real estate brokers or agents have to supervise all advertising pursuant
18 to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See
19 Exhibit 9). (See private and public version of listing #211743 collectively attached as
20 Exhibit 58).

21
22 **COUNT 189**

23 **BREACH OF CONTRACT**

1 817. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 816 of
2 Plaintiff's Complaint.

3
4 818. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 819. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 820. On September 27, 2016 through October 16, 2016, Defendants breached their
15 duty when Defendants would not allow information about the Plaintiff's financial
16 interest to be fully disclosed in listing #210992, placing Plaintiff's real estate brokerage
17 license at risk and infringing on the duties the Plaintiffs have to supervise all
18 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
19 Plaintiffs has to "ensure that all advertising contains accurate claims and
20 representations, and **fully states** (emphasis added) factual material relating to the
21 information advertised. A salesperson or broker shall not misrepresent the facts or
22 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
23 502(C) and a salesperson or broker's duties to disclose a financial interest in a
24

1 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
2 private and public version of listing #211743 collectively attached as Exhibit 58).

3
4 **COUNT 190**

5 **BREACH OF CONTRACT**

6
7 821. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 820 of
8 Plaintiff's Complaint.

9
10 822. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 823. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 824. From October 7, 2016 through June 7, 2017, Defendants breached their duty when
21 Defendants redacted Plaintiff's contact information out of Plaintiffs listing #211824,
22 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
23 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
24 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the

1 duties Plaintiffs has to “ensure that all advertising contains accurate claims and
 2 representations, and **fully states** (emphasis added) factual material relating to the
 3 information advertised. A salesperson or broker shall not misrepresent the facts or
 4 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 5 502(C). (See Exhibit 9). (See private and public version of listing #211824 collectively
 6 attached as Exhibit 59).

7
 8 **COUNT 191**

9 **BREACH OF CONTRACT**

10
 11 825. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 824 of
 12 Plaintiff's Complaint.

13
 14 826. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 827. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 828. On October 7, 2016 through June 7, 2017, Defendants breached their duty when
 2 Defendants, through the Supra lockboxes excluded access to the home listed in
 3 Plaintiffs listing #211824 to only WMAR members and not all real estate brokers and
 4 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
 5 of income and infringing on the duties the Plaintiffs have to supervise all advertising
 6 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
 7 (See Exhibit 9). (See private and public version of listing #211824 collectively
 8 attached as Exhibit 59).

9
 10 **COUNT 192**

11 **BREACH OF CONTRACT**

12
 13 829. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 796 of
 14 Plaintiff's Complaint.

15
 16 830. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 18 and access to homes and commercial property through lockboxes (Supra since at
 19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
 21 831. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 22 must comply with the ADRE Rules including the rules that the broker (in this case the
 23 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 24 estate matters and discipline related to real estate agents and brokers.

1
2 832. On October 7, 2016 through June 7, 2017, Defendants breached this duty when
3 Defendants would not allow information about the Plaintiff's financial interest to be
4 disclosed in listing #211824, placing Plaintiff's real estate brokerage license at risk
5 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
6 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
7 advertising contains accurate claims and representations, and **fully states** (emphasis
8 added) factual material relating to the information advertised. A salesperson or broker
9 shall not misrepresent the facts or create misleading impressions." pursuant to
10 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
11 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
12 24-502(B). (See Exhibit 9). (See private and public version of listing #211824
13 collectively attached as Exhibit 59).

14
15 **COUNT 193**

16 **BREACH OF CONTRACT**

17
18 833. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 832 of
19 Plaintiff's Complaint.

20
21 834. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 835. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 836. From October 6, 2016 through July 6, 2017, Defendants breached their duty when
8 Defendants redacted Plaintiff's contact information out of Plaintiffs listing #211826,
9 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
10 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
11 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
12 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
13 representations, and fully states (emphasis added) factual material relating to the
14 information advertised. A salesperson or broker shall not misrepresent the facts or
15 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
16 502(C). (See Exhibit 9). (See private and public version of listing #211826 collectively
17 attached as Exhibit 60).

18
19 **COUNT 194**

20 **BREACH OF CONTRACT**

21
22 837. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 836 of
23 Plaintiff's Complaint.
24

1 838. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 839. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 840. On October 6, 2016 through July 6, 2017, Defendants breached their duty when
12 Defendants, through the Supra lockboxes excluded access to the home listed in
13 Plaintiffs listing #211826 to only WMAR members and not all real estate brokers and
14 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
15 of income and infringing on the duties the Plaintiffs have to supervise all advertising
16 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
17 (See Exhibit 9). (See private and public version of listing #211826 collectively
18 attached as Exhibit 60).

19
20 **COUNT 195**

21 **BREACH OF CONTRACT**

22
23 841. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 840 of
24 Plaintiff's Complaint.

1
2 842. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 843. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 844. On October 6, 2016 through July 6, 2017, Defendants breached this duty when
13 Defendants would not allow information about the Plaintiff's financial interest to be
14 disclosed in listing #211826, placing Plaintiff's real estate brokerage license at risk
15 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
16 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
17 advertising contains accurate claims and representations, and fully states (emphasis
18 added) factual material relating to the information advertised. A salesperson or broker
19 shall not misrepresent the facts or create misleading impressions." pursuant to
20 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
21 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
22 24-502(B). (See Exhibit 9). (See private and public version of listing #211826
23 collectively attached as Exhibit 60).

COUNT 196

BREACH OF CONTRACT

845. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 844 of Plaintiff's Complaint.

846. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

847. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

848. From October 18, 2016 through October 31, 2018, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #211981, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
2 502(C). (See Exhibit 9). (See private and public version of listing #211981 collectively
3 attached as Exhibit 61).

4
5 **COUNT 197**

6 **BREACH OF CONTRACT**

7
8 849. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 848 of
9 Plaintiff’s Complaint.

10
11 850. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
16 851. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 852. On October 18, 2016 through October 31, 2018, Defendants breached their duty
22 when Defendants, through the Supra lockboxes excluded access to the home listed
23 in Plaintiffs listing #211981 to only WMAR members and not all real estate brokers
24 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a

1 loss of income and infringing on the duties the Plaintiffs have to supervise all
2 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
3 their clients. (See Exhibit 9). (See private and public version of listing #211981
4 collectively attached as Exhibit 61).

5
6 **COUNT 198**

7 **BREACH OF CONTRACT**

8
9 853. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 852 of
10 Plaintiff's Complaint.

11
12 854. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
14 and access to homes and commercial property through lockboxes (Supra since at
15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
17 855. Despite anything written to the contrary, Defendants were aware that Plaintiffs
18 must comply with the ADRE Rules including the rules that the broker (in this case the
19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
20 estate matters and discipline related to real estate agents and brokers.

21
22 856. On October 18, 2016 through October 31, 2018, Defendants breached this duty
23 when Defendants would not allow information about the Plaintiff's financial interest to
24 be disclosed in listing #211981, placing Plaintiff's real estate brokerage license at risk

1 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
 2 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to “ensure that all
 3 advertising contains accurate claims and representations, and **fully states** (emphasis
 4 added) factual material relating to the information advertised. A salesperson or broker
 5 shall not misrepresent the facts or create misleading impressions.” pursuant to
 6 Arizona Administrative Code R4-24-502(C) and a salesperson or broker’s duties to
 7 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
 8 24-502(B). (See Exhibit 9). (See private and public version of listing #211981
 9 collectively attached as Exhibit 61).

10 11 **COUNT 199**

12 **ANTITRUST LAWS**

13
 14 857. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 856 of
 15 Plaintiff’s Complaint.

16
 17 858. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

21
 22 859. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with federal and state antitrust laws and the ADRE Rules including the
 24 rules that the broker (in this case the Plaintiff) supervises **all advertising** and that

ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

860. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

861. A.R.S. 44-1403 further states:

"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

862. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

"Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court."

1 863. 15 U.S. Code § 15(a) further states:

2
3 “[A]ny person who shall be injured in his business or property by any reason of anything
4 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
5 threefold the damages by him sustained, and the cost of suit, including a reasonable
6 attorney’s fee. The court may award...simple interest on actual damages for the period
7 beginning on the date of service”.

8
9 864. From September 8, 2017 to October 31, 2018 the Defendants restricted commerce
10 and excluded competition by unlawfully and systematically redacting and excluding
11 and interfering with information in the Plaintiff’s advertisements and limiting access to
12 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
13 Plaintiffs had for sale in Plaintiffs listing #211981. As such, Defendants are liable for
14 treble damages under this cause of action. (See private and public version of listing
15 #211981 collectively attached as Exhibit 61).

16
17 **COUNT 200**

18 **BREACH OF CONTRACT**

19
20 865. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 864 of
21 Plaintiff’s Complaint.

22
23 866. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 867. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 868. From November 30, 2016 through January 4, 2017, Defendants breached their
10 duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
11 #212325, causing Plaintiffs to lose potential buyers causing a loss of income, placing
12 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
13 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
14 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
15 and representations, and fully states (emphasis added) factual material relating to the
16 information advertised. A salesperson or broker shall not misrepresent the facts or
17 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
18 502(C). (See Exhibit 9). (See private and public version of listing #212325 collectively
19 attached as Exhibit 62).

20
21 **COUNT 201**

22 **BREACH OF CONTRACT**
23
24

1 869. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 868 of
2 Plaintiff's Complaint.

3
4 870. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 871. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 872. On November 30, 2016 through January 4, 2017, Defendants breached their duty
15 when Defendants, through the Supra lockboxes excluded access to the home listed
16 in Plaintiffs listing #212325 to only WMAR members and not all real estate brokers
17 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
18 loss of income and infringing on the duties the Plaintiffs have to supervise all
19 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
20 their clients. (See Exhibit 9). (See private and public version of listing #212325
21 collectively attached as Exhibit 62).

22
23 **COUNT 202**

24 **BREACH OF CONTRACT**

1 873. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 872 of
2 Plaintiff's Complaint.

3
4 874. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 875. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 876. From December 6, 2016 through June 30, 2017, Defendants breached their duty
15 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
16 #212366, causing Plaintiffs to lose potential buyers causing a loss of income, placing
17 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
18 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
19 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
20 and representations, and **fully states** (emphasis added) factual material relating to the
21 information advertised. A salesperson or broker shall not misrepresent the facts or
22 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
23 502(C). (See Exhibit 9). (See private and public version of listing #212366 collectively
24 attached as Exhibit 63).

COUNT 203

BREACH OF CONTRACT

877. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 876 of Plaintiff's Complaint.

878. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

879. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

880. On December 6, 2016 through June 30, 2017, Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #212366 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #212366 collectively attached as Exhibit 63).

COUNT 204

BREACH OF CONTRACT

881. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 880 of Plaintiff's Complaint.

882. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

883. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

884. On December 19, 2016, through May 31, 2017 the Plaintiffs hired Emerald to list Plaintiff's property as a real estate agent. Emerald is also a member of WMAR and the Defendants have the same duties to Emerald as they do to the Plaintiffs.

885. Defendants breached their duty when Defendants redacted information out of Plaintiffs listing #212470, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also

1 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
2 #212470 collectively attached as Exhibit 64).

3
4 **COUNT 205**

5 **BREACH OF CONTRACT**

6
7 886. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 885 of
8 Plaintiff's Complaint.

9
10 887. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
12 (Supra since at least 2015) to access homes and commercial property through
13 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

14
15 888. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 889. On December 19, 2016 through May 31, 2017, Plaintiffs hired Emerald to sell
21 Plaintiff's property. Emerald had the same duties as a real estate agent as the
22 Plaintiffs and is a member of WMAR.

890. Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #212470 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the real estate brokers or agents have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #212470 collectively attached as Exhibit 64).

COUNT 206

BREACH OF CONTRACT

891. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 890 of Plaintiff's Complaint.

892. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

893. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1 894. On December 16, 2016 through May 31, 2017, Defendants breached their duty
2 when Defendants would not allow information about the Plaintiff's financial interest to
3 be fully disclosed in listing #212470, placing Plaintiff's real estate brokerage license
4 at risk and infringing on the duties the Plaintiffs have to supervise all advertising
5 pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to
6 "ensure that all advertising contains accurate claims and representations, and **fully**
7 **states** (emphasis added) factual material relating to the information advertised. A
8 salesperson or broker shall not misrepresent the facts or create misleading
9 impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a
10 salesperson or broker's duties to disclose a financial interest in a property pursuant to
11 Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public
12 version of listing #212470 collectively attached as Exhibit 64).

13
14 **COUNT 207**

15 **BREACH OF CONTRACT**

16
17 895. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 894 of
18 Plaintiff's Complaint.

19
20 896. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 897. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
4 real estate matters and discipline related to real estate agents and brokers.

5
6 898. On December 12, 2016, through December 31, 2017 the Plaintiffs hired Emerald
7 to list Plaintiff's property as a real estate agent. Emerald is also a member of WMAR
8 and the Defendants have the same duties to Emerald as they do to the Plaintiffs.

9
10 899. Defendants breached their duty when Defendants redacted information out of
11 Plaintiffs listing #212472, causing Plaintiffs to lose potential buyers causing a loss of
12 income and infringing on the duties the Plaintiffs have to supervise all advertising
13 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
14 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
15 #212472 collectively attached as Exhibit 65).

16
17 **COUNT 208**

18 **BREACH OF CONTRACT**

19
20 900. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 899 of
21 Plaintiff's Complaint.

22
23 901. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through

1 (Supra since at least 2015) to access homes and commercial property through
2 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

3
4 902. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 903. On December 12, 2016 through December 31, 2017, Plaintiffs hired Emerald to
10 sell Plaintiff's property. Emerald had the same duties as a real estate agent as the
11 Plaintiffs and is a member of WMAR.

12
13 904. Defendants breached their duty when Defendants, through the Supra lockboxes
14 excluded access to the home listed in Plaintiffs listing #212472 to only WMAR
15 members and not all real estate brokers and agents licensed in Arizona, causing
16 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
17 the real estate brokers or agents have to supervise all advertising pursuant to Arizona
18 Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9).
19 (See private and public version of listing #212472 collectively attached as Exhibit 65).

20
21 **COUNT 209**

22 **BREACH OF CONTRACT**
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1 905. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 904 of
2 Plaintiff's Complaint.

3
4 906. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 907. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 908. On December 12, 2016 through December 31, 2017, Defendants breached their
15 duty when Defendants would not allow information about the Plaintiff's financial
16 interest to be fully disclosed in listing #212472, placing Plaintiff's real estate brokerage
17 license at risk and infringing on the duties the Plaintiffs have to supervise all
18 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
19 Plaintiffs has to "ensure that all advertising contains accurate claims and
20 representations, and **fully states** (emphasis added) factual material relating to the
21 information advertised. A salesperson or broker shall not misrepresent the facts or
22 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
23 502(C) and a salesperson or broker's duties to disclose a financial interest in a
24

1 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
2 private and public version of listing #212472 collectively attached as Exhibit 65).

3
4 **COUNT 210**

5 **ANTITRUST LAWS**

6
7 909. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 908 of
8 Plaintiff's Complaint.

9
10 910. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 911. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with federal and state antitrust laws and the ADRE Rules including the
17 rules that the broker (in this case the Plaintiff) supervises all advertising and that
18 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
19 estate agents and brokers.

20
21 912. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
22 1402 states:

23 "A contract, combination or conspiracy between two or more persons in restraint of , or to
24 monopolize, trade or commerce, any part which is within this state is unlawful."

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913. A.R.S. 44-1403 further states:

“The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

914. The Defendant’s actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

“Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court.”

915. 15 U.S. Code § 15(a) further states:

“...[A]ny person who shall be injured in his business or property by any reason of anything forbidden in the antitrust laws may sue therefor in any district court...and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney’s fee. The court may award...simple interest on actual damages for the period beginning on the date of service”.

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2 916. From September 8, 2017 to December 31, 2017 the Defendants restricted
3 commerce and excluded competition by unlawfully and systematically redacting and
4 excluding and interfering with information in the Plaintiff's advertisements and limiting
5 access to Plaintiff's lockboxes on the homes and requiring that particular lockbox on
6 the homes Plaintiffs had for sale in Plaintiffs listing #212472. As such, Defendants
7 are liable for treble damages under this cause of action. (See private and public
8 version of listing #212472 collectively attached as Exhibit 65).

9
10 **COUNT 211**

11 **BREACH OF CONTRACT**

12
13 917. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 916 of
14 Plaintiff's Complaint.

15
16 918. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
21 919. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with the ADRE Rules including the rules that the broker (in this case the
23 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
24 real estate matters and discipline related to real estate agents and brokers.

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2 920. On January 11, 2017, through March 4, 2018 the Plaintiffs hired Sharrock to list
3 Plaintiff's property as a real estate agent. Sharrock is also a member of WMAR and
4 the Defendants have the same duties to Sharrock as they do to the Plaintiffs.
5

6 921. Defendants breached their duty when Defendants redacted information out of
7 Plaintiffs listing #212646, causing Plaintiffs to lose potential buyers causing a loss of
8 income and infringing on the duties the Plaintiffs have to supervise all advertising
9 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
10 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
11 #212646 collectively attached as Exhibit 66).
12

13 **COUNT 212**

14 **BREACH OF CONTRACT**
15

16 922. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 921 of
17 Plaintiff's Complaint.
18

19 923. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
21 (Supra since at least 2015) to access homes and commercial property through
22 lockboxes to enhance Plaintiff's business as a real estate agent or broker.
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1 924. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 925. On January 11, 2017 through March 4, 2018, Plaintiffs hired Sharrock to sell
7 Plaintiff's property. Sharrock had the same duties as a real estate agent as the
8 Plaintiffs and is a member of WMAR.

9
10 926. Defendants breached their duty when Defendants, through the Supra lockboxes
11 excluded access to the home listed in Plaintiffs listing #212646 to only WMAR
12 members and not all real estate brokers and agents licensed in Arizona, causing
13 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
14 the real estate brokers or agents have to supervise all advertising pursuant to Arizona
15 Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9).
16 (See private and public version of listing #212646 collectively attached as Exhibit 66).

17
18 **COUNT 213**

19 **BREACH OF CONTRACT**

20
21 927. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 904 of
22 Plaintiff's Complaint.

1 928. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 3 and access to homes and commercial property through lockboxes (Supra since at
 4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
 6 929. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 7 must comply with the ADRE Rules including the rules that the broker (in this case the
 8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 9 estate matters and discipline related to real estate agents and brokers.

10
 11 930. On January 11, 2017 through March 4, 2018, Defendants breached their duty
 12 when Defendants would not allow information about the Plaintiff's financial interest to
 13 be fully disclosed in listing #212646, placing Plaintiff's real estate brokerage license
 14 at risk and infringing on the duties the Plaintiffs have to supervise all advertising
 15 pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to
 16 "ensure that all advertising contains accurate claims and representations, and **fully**
 17 **states** (emphasis added) factual material relating to the information advertised. A
 18 salesperson or broker shall not misrepresent the facts or create misleading
 19 impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a
 20 salesperson or broker's duties to disclose a financial interest in a property pursuant to
 21 Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public
 22 version of listing #212646 collectively attached as Exhibit 66).

ANTITRUST LAWS

931. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 930 of Plaintiff's Complaint.

932. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

933. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with federal and state antitrust laws and the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

934. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:
"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

935. A.R.S. 44-1403 further states:

1 “The establishment, maintenance or use of a monopoly or an attempt to establish a
2 monopoly of trade or commerce, any part of which is within this state, by any person for
3 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

4
5 936. The Defendant’s actions also violate federal antitrust laws including the Sherman
6 Act. 15 U.S. Code § 1 states:

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8 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
9 states, or with foreign nations, is declared illegal. Every person who shall make any
10 contract or engage in any combination conspiracy hereby declared to be illegal shall be
11 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
12 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
13 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
14 court.”

15
16 937. 15 U.S. Code § 15(a) further states:

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18 “...[A]ny person who shall be injured in his business or property by any reason of anything
19 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
20 threefold the damages by him sustained, and the cost of suit, including a reasonable
21 attorney’s fee. The court may award...simple interest on actual damages for the period
22 beginning on the date of service”.

938. From September 8, 2017 to March 4, 2018 the Defendants restricted commerce and excluded competition by unlawfully and systematically redacting and excluding and interfering with information in the Plaintiff's advertisements and limiting access to Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes Plaintiffs had for sale in Plaintiffs listing #212646. As such, Defendants are liable for treble damages under this cause of action. (See private and public version of listing #212646 collectively attached as Exhibit 66).

COUNT 215

BREACH OF CONTRACT

939. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 938 of Plaintiff's Complaint.

940. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

941. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1 942. From January 11, 2017 through June 20, 2019, Defendants breached their duty
2 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
3 #212647, causing Plaintiffs to lose potential buyers causing a loss of income, placing
4 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
5 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
6 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
7 and representations, and **fully states** (emphasis added) factual material relating to the
8 information advertised. A salesperson or broker shall not misrepresent the facts or
9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
10 502(C). (See Exhibit 9). (See private and public version of listing #212647 collectively
11 attached as Exhibit 67).

12
13 **COUNT 216**

14 **BREACH OF CONTRACT**

15
16 943. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 942 of
17 Plaintiff's Complaint.

18
19 944. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 945. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 946. On January 11, 2017 through June 20, 2019, Defendants breached their duty when
7 Defendants, through the Supra lockboxes excluded access to the home listed in
8 Plaintiffs listing #212647 to only WMAR members and not all real estate brokers and
9 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
10 of income and infringing on the duties the Plaintiffs have to supervise all advertising
11 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
12 (See Exhibit 9). (See private and public version of listing #212647 collectively
13 attached as Exhibit 67).

14
15 **COUNT 217**

16 **BREACH OF CONTRACT**

17
18 947. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 946 of
19 Plaintiff's Complaint.

20
21 948. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

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2 949. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.
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7 950. On January 11, 2017 through June 20, 2019, Defendants breached this duty when
8 Defendants would not allow information about the Plaintiff's financial interest to be
9 disclosed in listing #212647, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing #212647
18 collectively attached as Exhibit 67).
19

20 **COUNT 218**

21 **ANTITRUST LAWS**
22

23 951. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 950 of
24 Plaintiff's Complaint.

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952. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

953. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with federal and state antitrust laws and the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

954. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:
"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

955. A.R.S. 44-1403 further states:
"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

956. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 957. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 958. From September 8, 2017 to June 20, 2019 the Defendants restricted commerce
19 and excluded competition by unlawfully and systematically redacting and excluding
20 and interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing #212647. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 #212647 collectively attached as Exhibit 67).

COUNT 219

BREACH OF CONTRACT

959. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 958 of Plaintiff's Complaint.

960. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

961. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

962. From February 3, 2017 through October 30, 2017, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #212880, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C). (See Exhibit 9). (See private and public version of listing #212880 collectively
 3 attached as Exhibit 68).

4
 5 **COUNT 220**

6 **BREACH OF CONTRACT**

7
 8 963. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 962 of
 9 Plaintiff’s Complaint.

10
 11 964. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 965. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 966. On February 3, 2017 through October 30, 2017, Defendants breached their duty
 22 when Defendants, through the Supra lockboxes excluded access to the home listed
 23 in Plaintiffs listing #212880 to only WMAR members and not all real estate brokers
 24 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a

1 loss of income and infringing on the duties the Plaintiffs have to supervise all
 2 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
 3 their clients. (See Exhibit 9). (See private and public version of listing #212880
 4 collectively attached as Exhibit 68).

6 COUNT 221

7 BREACH OF CONTRACT

8
 9 967. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 966 of
 10 Plaintiff's Complaint.

11
 12 968. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 969. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 970. On February 3, 2017 through October 30, 2017, Defendants breached this duty
 23 when Defendants would not allow information about the Plaintiff's ownership to be
 24 disclosed in listing #212880, placing Plaintiff's real estate brokerage license at risk

1 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
 2 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to “ensure that all
 3 advertising contains accurate claims and representations, and **fully states** (emphasis
 4 added) factual material relating to the information advertised. A salesperson or broker
 5 shall not misrepresent the facts or create misleading impressions.” pursuant to
 6 Arizona Administrative Code R4-24-502(C) and a salesperson or broker’s duties to
 7 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
 8 24-502(B). (See Exhibit 9). (See private and public version of listing #212880
 9 collectively attached as Exhibit 68).

10 11 **COUNT 222**

12 **ANTITRUST LAWS**

13
14 971. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 970 of
 15 Plaintiff’s Complaint.

16
17 972. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

21
22 973. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with federal and state antitrust laws and the ADRE Rules including the
 24 rules that the broker (in this case the Plaintiff) supervises **all advertising** and that

ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

974. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

975. A.R.S. 44-1403 further states:

"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

976. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

"Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court."

1 977. 15 U.S. Code § 15(a) further states:

2
3 “[A]ny person who shall be injured in his business or property by any reason of anything
4 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
5 threefold the damages by him sustained, and the cost of suit, including a reasonable
6 attorney’s fee. The court may award...simple interest on actual damages for the period
7 beginning on the date of service”.

8
9 978. From September 8, 2017 to October 30, 2017 the Defendants restricted commerce
10 and excluded competition by unlawfully and systematically redacting and excluding
11 and interfering with information in the Plaintiff’s advertisements and limiting access to
12 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
13 Plaintiffs had for sale in Plaintiffs listing #212880. As such, Defendants are liable for
14 treble damages under this cause of action. (See private and public version of listing
15 #212880 collectively attached as Exhibit 68).

16
17 **COUNT 223**

18 **BREACH OF CONTRACT**

19
20 979. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 978 of
21 Plaintiff’s Complaint.

22
23 980. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 981. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 982. From February 1, 2017 through September 11, 2017, Defendants breached their
10 duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
11 #212900, causing Plaintiffs to lose potential buyers causing a loss of income, placing
12 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
13 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
14 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
15 and representations, and fully states (emphasis added) factual material relating to the
16 information advertised. A salesperson or broker shall not misrepresent the facts or
17 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
18 502(C). (See Exhibit 9). (See private and public version of listing #212900 collectively
19 attached as Exhibit 69).

20
21 **COUNT 224**

22 **BREACH OF CONTRACT**

1 983. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 982 of
2 Plaintiff's Complaint.

3
4 984. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 985. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 986. On February 1, 2017 through September 11, 2017, Defendants breached their duty
15 when Defendants, through the Supra lockboxes excluded access to the home listed
16 in Plaintiffs listing #212900 to only WMAR members and not all real estate brokers
17 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
18 loss of income and infringing on the duties the Plaintiffs have to supervise all
19 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
20 their clients. (See Exhibit 9). (See private and public version of listing #212900
21 collectively attached as Exhibit 69).

22
23 **COUNT 225**

24 **BREACH OF CONTRACT**

1 987. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 986 of
2 Plaintiff's Complaint.

3
4 988. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 989. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 990. On February 1, 2017 through September 11, 2017, Defendants breached this duty
15 when Defendants would not allow information about the Plaintiff's financial interest to
16 be disclosed in listing #212900, placing Plaintiff's real estate brokerage license at risk
17 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
18 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
19 advertising contains accurate claims and representations, and fully states (emphasis
20 added) factual material relating to the information advertised. A salesperson or broker
21 shall not misrepresent the facts or create misleading impressions." pursuant to
22 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
23 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-

1 24-502(B). (See Exhibit 9). (See private and public version of listing #212900
2 collectively attached as Exhibit 69).

3
4 **COUNT 226**

5 **ANTITRUST LAWS**

6
7 991. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 990 of
8 Plaintiff's Complaint.

9
10 992. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 993. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with federal and state antitrust laws and the ADRE Rules including the
17 rules that the broker (in this case the Plaintiff) supervises all advertising and that
18 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
19 estate agents and brokers.

20
21 994. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
22 1402 states:

23 "A contract, combination or conspiracy between two or more persons in restraint of , or to
24 monopolize, trade or commerce, any part which is within this state is unlawful."

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995. A.R.S. 44-1403 further states:

“The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

996. The Defendant’s actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

“Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court.”

997. 15 U.S. Code § 15(a) further states:

“...[A]ny person who shall be injured in his business or property by any reason of anything forbidden in the antitrust laws may sue therefor in any district court...and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney’s fee. The court may award...simple interest on actual damages for the period beginning on the date of service”.

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2 998. From September 8, 2017 to September 11, 2017 the Defendants restricted
3 commerce and excluded competition by unlawfully and systematically redacting and
4 excluding and interfering with information in the Plaintiff's advertisements and limiting
5 access to Plaintiff's lockboxes on the homes and requiring that particular lockbox on
6 the homes Plaintiffs had for sale in Plaintiffs listing #212900. As such, Defendants
7 are liable for treble damages under this cause of action. (See private and public
8 version of listing #212900 collectively attached as Exhibit 69).

9
10 **COUNT 227**

11 **BREACH OF CONTRACT**

12
13 999. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 998 of
14 Plaintiff's Complaint.

15
16 1000. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
21 1001. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with the ADRE Rules including the rules that the broker (in this case the
23 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
24 estate matters and discipline related to real estate agents and brokers.

1
2 1002. From March 22, 2017 through December 20, 2017, Defendants breached their
3 duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
4 #213584, causing Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
8 and representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or
10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
11 502(C). (See Exhibit 9). (See private and public version of listing #213584 collectively
12 attached as Exhibit 70).

13
14 **COUNT 228**

15 **BREACH OF CONTRACT**

16
17 1003. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1002 of
18 Plaintiff's Complaint.

19
20 1004. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1005. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 1006. On February 1, 2017 through September 11, 2017, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing #213584 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing #213584
13 collectively attached as Exhibit 70).

14
15 **COUNT 229**

16 **ANTITRUST LAWS**

17
18 1007. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1006 of
19 Plaintiff's Complaint.

20
21 1008. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 1009. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with federal and state antitrust laws and the ADRE Rules including the
4 rules that the broker (in this case the Plaintiff) supervises all advertising and that
5 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
6 estate agents and brokers.

7
8 1010. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
9 1402 states:

10 "A contract, combination or conspiracy between two or more persons in restraint of , or to
11 monopolize, trade or commerce, any part which is within this state is unlawful."

12
13 1011. A.R.S. 44-1403 further states:

14 "The establishment, maintenance or use of a monopoly or an attempt to establish a
15 monopoly of trade or commerce, any part of which is within this state, by any person for
16 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

17
18 1012. The Defendant's actions also violate federal antitrust laws including the Sherman
19 Act. 15 U.S. Code § 1 states:

20
21 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
22 states, or with foreign nations, is declared illegal. Every person who shall make any
23 contract or engage in any combination conspiracy hereby declared to be illegal shall be
24 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not

1 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
2 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
3 court.”

4
5 1013. 15 U.S. Code § 15(a) further states:

6
7 “...[A]ny person who shall be injured in his business or property by any reason of anything
8 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
9 threefold the damages by him sustained, and the cost of suit, including a reasonable
10 attorney’s fee. The court may award...simple interest on actual damages for the period
11 beginning on the date of service”.

12
13 1014. From September 8, 2017 to December 20, 2017 the Defendants restricted
14 commerce and excluded competition by unlawfully and systematically redacting and
15 excluding and interfering with information in the Plaintiff’s advertisements and limiting
16 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
17 the homes Plaintiffs had for sale in Plaintiffs listing #213584. As such, Defendants
18 are liable for treble damages under this cause of action. (See private and public
19 version of listing #213584 collectively attached as Exhibit 70).

20
21 **COUNT 230**

22 **BREACH OF CONTRACT**
23
24

1 1015. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1014 of
2 Plaintiff's Complaint.

3
4 1016. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 1017. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1018. From April 4, 2017 through August 9, 2017, Defendants breached their duty when
15 Defendants redacted Plaintiff's contact information out of Plaintiffs listing #213847,
16 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
17 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
18 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
19 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
20 representations, and **fully states** (emphasis added) factual material relating to the
21 information advertised. A salesperson or broker shall not misrepresent the facts or
22 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
23 502(C). (See Exhibit 9). (See private and public version of listing #213847 collectively
24 attached as Exhibit 71).

COUNT 231

BREACH OF CONTRACT

1019. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1018 of Plaintiff's Complaint.

1020. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1021. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1022. On April 4, 2017 through August 9, 2017, Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #213847 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #213847 collectively attached as Exhibit 71).

COUNT 232

BREACH OF CONTRACT

1023. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1022 of Plaintiff's Complaint.

1024. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1025. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1026. On April 4, 2017 through August 9, 2017, Defendants breached this duty when Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #213847, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to

1 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
 2 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
 3 24-502(B). (See Exhibit 9). (See private and public version of listing #213847
 4 collectively attached as Exhibit 71).

5
 6 **COUNT 233**

7 **BREACH OF CONTRACT**

8
 9 1027. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1026 of
 10 Plaintiff's Complaint.

11
 12 1028. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 1029. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 1030. From June 8, 2017 through November 7, 2019, Defendants breached their duty
 23 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
 24 #215167, causing Plaintiffs to lose potential buyers causing a loss of income, placing

Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #215167 collectively attached as Exhibit 72).

COUNT 234

BREACH OF CONTRACT

1031. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1030 of Plaintiff's Complaint.

1032. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1033. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1
2 1034. On June 8, 2017 through November 7, 2019, Defendants breached their duty when
3 Defendants, through the Supra lockboxes excluded access to the home listed in
4 Plaintiffs listing #215167 to only WMAR members and not all real estate brokers and
5 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
6 of income and infringing on the duties the Plaintiffs have to supervise all advertising
7 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
8 (See Exhibit 9). (See private and public version of listing #215167 collectively
9 attached as Exhibit 72).

10
11 **COUNT 235**

12 **BREACH OF CONTRACT**

13
14 1035. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1034 of
15 Plaintiff's Complaint.

16
17 1036. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
19 and access to homes and commercial property through lockboxes (Supra since at
20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
22 1037. Despite anything written to the contrary, Defendants were aware that Plaintiffs
23 must comply with the ADRE Rules including the rules that the broker (in this case the
24

1 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1038. On June 8, 2017 through November 7, 2019, Defendants breached this duty when
5 Defendants would not allow information about the Plaintiff's financial interest to be
6 disclosed in listing #215167, placing Plaintiff's real estate brokerage license at risk
7 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
8 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
9 advertising contains accurate claims and representations, and **fully states** (emphasis
10 added) factual material relating to the information advertised. A salesperson or broker
11 shall not misrepresent the facts or create misleading impressions." pursuant to
12 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
13 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
14 24-502(B). (See Exhibit 9). (See private and public version of listing #215167
15 collectively attached as Exhibit 72).

16
17 **COUNT 236**

18 **ANTITRUST LAWS**

19
20 1039. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1038 of
21 Plaintiff's Complaint.

22
23 1040. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1041. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with federal and state antitrust laws and the ADRE Rules including the
6 rules that the broker (in this case the Plaintiff) supervises all advertising and that
7 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
8 estate agents and brokers.

9
10 1042. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
11 1402 states:

12 "A contract, combination or conspiracy between two or more persons in restraint of , or to
13 monopolize, trade or commerce, any part which is within this state is unlawful."

14
15 1043. A.R.S. 44-1403 further states:

16 "The establishment, maintenance or use of a monopoly or an attempt to establish a
17 monopoly of trade or commerce, any part of which is within this state, by any person for
18 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

19
20 1044. The Defendant's actions also violate federal antitrust laws including the Sherman
21 Act. 15 U.S. Code § 1 states:

22
23 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
24 states, or with foreign nations, is declared illegal. Every person who shall make any

1 contract or engage in any combination conspiracy hereby declared to be illegal shall be
2 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
3 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
4 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
5 court.”

6
7 1045. 15 U.S. Code § 15(a) further states:

8
9 “...[A]ny person who shall be injured in his business or property by any reason of anything
10 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
11 threefold the damages by him sustained, and the cost of suit, including a reasonable
12 attorney’s fee. The court may award...simple interest on actual damages for the period
13 beginning on the date of service”.

14
15 1046. From September 8, 2017 to November 7, 2019 the Defendants restricted
16 commerce and excluded competition by unlawfully and systematically redacting and
17 excluding and interfering with information in the Plaintiff’s advertisements and limiting
18 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
19 the homes Plaintiffs had for sale in Plaintiffs listing #215167. As such, Defendants
20 are liable for treble damages under this cause of action. (See private and public
21 version of listing #215167 collectively attached as Exhibit 72).

22
23 **COUNT 237**

24 **FIRST AMENDMENT**

1 1047. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1046 of
2 Plaintiff's Complaint.

3
4 1048. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 1049. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1050. From September 8 , 2019 through November 7, 2019, Defendants acted as a quasi
15 -government actor and infringed on the Plaintiff's advertising in violation of the First
16 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
17 Plaintiffs listing #215167, causing Plaintiffs to lose potential buyers causing a loss of
18 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
19 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
20 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
21 advertising contains accurate claims and representations, and fully states (emphasis
22 added) factual material relating to the information advertised. A salesperson or broker
23 shall not misrepresent the facts or create misleading impressions." pursuant to
24

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
2 version of listing #215167 collectively attached as Exhibit 72).

3
4 **COUNT 238**

5 **FIRST AMENDMENT**

6
7 1051. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1050 of
8 Plaintiff's Complaint.

9
10 1052. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 1053. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 1054. On September 8, 2019 through November 7, 2019, Defendants acted as a quasi -
21 government actor and infringed on the Plaintiff's advertising in violation of the First
22 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
23 excluded access to the home listed in Plaintiffs listing #215167 to only WMAR
24 members and not all real estate brokers and agents licensed in Arizona, causing

1 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 2 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 3 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 4 version of listing #215167 collectively attached as Exhibit 72).

5
 6 **COUNT 239**

7 **FIRST AMENDMENT**

8
 9 1055. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1054 of
 10 Plaintiff's Complaint.

11
 12 1056. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 1057. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 1058. On September 8, 2019 through November 7, 2019, Defendants acted as a quasi -
 23 government actor and infringed on the Plaintiff's advertising in violation of the First
 24 Amendment of the U.S. Constitution when Defendants, would not allow information

1 about the Plaintiff's financial interest to be disclosed in listing #208109, placing
 2 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
 3 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
 4 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
 5 and representations, and **fully states** (emphasis added) factual material relating to the
 6 information advertised. A salesperson or broker shall not misrepresent the facts or
 7 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 8 502(C) and a salesperson or broker's duties to disclose a financial interest in a
 9 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 10 private and public version of listing #215167 collectively attached as Exhibit 72).

11 12 **COUNT 240**

13 **NEGLEGEANCE**

14
15 1059. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1058 of
 16 Plaintiff's Complaint.

17
18 1060. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 20 and access to homes and commercial property through lockboxes (Supra since at
 21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 1061. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1062. From September 8, 2019 through November 7, 2019, Defendants owed Plaintiffs
5 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
6 of the U.S. Constitution, state law and administrative code as previously cited.

7
8 1063. Defendants breached this duty by redacting Plaintiff's contact information out of
9 Plaintiffs listing #215167,

10
11 1064. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
12 a loss of income and emotional distress by redacting Plaintiff's contact information out
13 of Plaintiffs listing #215167.

14
15 1065. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
16 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
17 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
18 Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised; and the duties a salesperson or broker has to not misrepresent
21 the facts or create misleading impressions pursuant to Arizona Administrative Code
22 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #215167
23 collectively attached as Exhibit 72).

1 1066. The Defendant's actions foreseeably and proximately caused a loss of income
2 and/or potential income and caused emotional distress to the Plaintiffs as well as the
3 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
4 version of listing #215167 collectively attached as Exhibit 72).

5
6 **COUNT 241**

7 **NEGLEGEENCE**
8

9 1067. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1066 of
10 Plaintiff's Complaint.
11

12 1068. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
14 and access to homes and commercial property through lockboxes (Supra since at
15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.
16

17 1069. Despite anything written to the contrary, Defendants were aware that Plaintiffs
18 must comply with the ADRE Rules including the rules that the broker (in this case the
19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
20 estate matters and discipline related to real estate agents and brokers.
21

22 1070. From September 8, 2019 through November 7, 2019, Defendants owed Plaintiffs
23 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
24 of the U.S. Constitution and state law and administrative code as previously cited.

1 1071. From September 8, 2019 through November 7, 2019, Defendants breached this
2 duty by infringing on the Plaintiff's advertising in violation of the First Amendment of
3 the U.S. Constitution when Defendants, through the Supra lockboxes by excluding
4 access to the home listed in Plaintiffs listing #215167 to only WMAR members and
5 not all real estate brokers and agents licensed in Arizona,

6
7 1072. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
8 buyers and sellers

9
10 1073. Defendant's breach foreseeably and proximately caused a loss of income and
11 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
12 by excluding access through the Supra Lockboxes to Plaintiffs listing #215167. (See
13 Exhibit 9). (See private and public version of listing #215167 collectively attached as
14 Exhibit 72).

15
16 **COUNT 242**

17 **NEGLEGEANCE**

18
19 1074. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1073 of
20 Plaintiff's Complaint.

21
22 1075. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1076. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1077. On September 8, 2019 through November 7, 2019, Defendants owed Plaintiffs a
10 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
11 the U.S. Constitution, Arizona state law and Arizona Administrative Code as
12 previously cited.

13
14 1078. Defendants breached this duty by not allowing information about the Plaintiff's
15 financial interest to be disclosed in listing #215167.

16
17 1079. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
18 buyers and sellers

19
20 1080. Defendant's breach foreseeably and proximately caused a loss of income and
21 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
22 by not allowing information about the Plaintiff's financial interest to be disclosed in
23 listing #208109. (See Exhibit 9). (See private and public version of listing #215167
24 collectively attached as Exhibit 72).

COUNT 243

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

1081. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1080 of Plaintiff's Complaint.

1082. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1083. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1084. From September 8, 2019 through November 7, 2019, there existed a valid contractual relationship between the Plaintiffs and their client for listing #215167 and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #215167, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to

1 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 2 duties Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing #215167 collectively
 7 attached as Exhibit 72). As such, the Defendants actions were improper.

8 9 **COUNT 244**

10 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

11
 12 1085. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1084 of
 13 Plaintiff's Complaint.

14
 15 1086. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
 20 1087. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1088. From September 8, 2019 through November 7, 2019, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing #215167 and /or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #215167 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #215167 collectively attached as Exhibit 72). As such, the Defendants actions were improper

COUNT 245

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

1089. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1088 of Plaintiff's Complaint.

1 1090. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1091. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 1092. From September 8, 2019 through November 7, 2019, there existed a valid
12 contractual relationship between the Plaintiffs and their client for listing #215167
13 and/or a business expectancy with the client or others. The Defendants had
14 knowledge of this relationship and/or business expectancy. The Defendants
15 intentionally interfered with this contract and/or business expectancy which induced
16 or caused a breach when the Defendants would not allow information about the
17 Plaintiff's financial interest to be disclosed in listing #208109, causing Plaintiffs to lose
18 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
19 license at risk and infringing on the duties the Plaintiffs have to supervise all
20 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
21 Plaintiffs has to "ensure that all advertising contains accurate claims and
22 representations, and **fully states** (emphasis added) factual material relating to the
23 information advertised. A salesperson or broker shall not misrepresent the facts or
24 create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #215167 collectively
2 attached as Exhibit 72). As such, the Defendants actions were improper.

3
4 **COUNT 246**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**

6
7 1093. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1092 of
8 Plaintiff's Complaint.

9
10 1094. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 1095. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 1096. From September 8, 2019 through November 7, 2019, all or some of the
21 Defendants knew that all or some of them were committing an intentional tort when
22 the Defendants redacted Plaintiff's contact information out of Plaintiffs listing #215167.
23 The Defendants knew that this conduct constituted a breach of duty. And the
24

1 Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 1097. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
6 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
8 accurate claims and representations, and fully states (emphasis added) factual
9 material relating to the information advertised. A salesperson or broker shall not
10 misrepresent the facts or create misleading impressions." pursuant to Arizona
11 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
12 of listing #215167 collectively attached as Exhibit 72).

13
14 **COUNT 247**

15 **AIDING AND ABETTING TORTIOUS CONDUCT**

16
17 1098. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1097 of
18 Plaintiff's Complaint.

19
20 1099. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1100. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 1101. From September 8, 2019 through November 7, 2019, all or some of the
7 Defendants knew that all or some of them were committing an intentional tort when
8 the Defendants through the Supra lockboxes excluded access to the home listed in
9 Plaintiffs listing #215167 to only WMAR members and not all real estate brokers and
10 agents licensed in Arizona. The Defendants knew that this conduct constituted a
11 breach of duty. And the Defendants substantially assisted or encouraged the primary
12 tortfeasor in the achievement of the breach.

13
14 1102. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and **fully states** (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C). (See Exhibit 9). (See private and public version of listing #215167 collectively
22 attached as Exhibit 72).

AIDING AND ABETTING TORTIOUS CONDUCT

1103. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1102 of Plaintiff's Complaint.

1104. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1105. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1106. From September 8, 2019 through November 7, 2019, all or some of the Defendants knew that all or some of them were committing an intentional tort when the Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #215167. The Defendants knew that this conduct constituted a breach of duty. And the Defendants substantially assisted or encouraged the primary tortfeasor in the achievement of the breach.

1107. This caused the Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the

1 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 2 R4-28-502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate
 3 claims and representations, and **fully states** (emphasis added) factual material
 4 relating to the information advertised. A salesperson or broker shall not misrepresent
 5 the facts or create misleading impressions.” pursuant to Arizona Administrative Code
 6 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #215167
 7 collectively attached as Exhibit 72).

8
 9 **COUNT 249**

10 **BREACH OF CONTRACT**

11
 12 1108. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1107 of
 13 Plaintiff’s Complaint.

14
 15 1109. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 1110. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1111. From July 24, 2017 through March 1, 2019, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #215997, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #215997 collectively attached as Exhibit 73).

COUNT 250

BREACH OF CONTRACT

1112. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1111 of Plaintiff's Complaint.

1113. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1114. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 1115. On July 24, 2017 through March 1, 2019, Defendants breached their duty when
7 Defendants, through the Supra lockboxes excluded access to the home listed in
8 Plaintiffs listing #215997 to only WMAR members and not all real estate brokers and
9 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
10 of income and infringing on the duties the Plaintiffs have to supervise all advertising
11 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
12 (See Exhibit 9). (See private and public version of listing #215997 collectively
13 attached as Exhibit 73).

14
15 **COUNT 251**

16 **ANTITRUST LAWS**

17
18 1116. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1115 of
19 Plaintiff's Complaint.

20
21 1117. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 1118. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with federal and state antitrust laws and the ADRE Rules including the
4 rules that the broker (in this case the Plaintiff) supervises all advertising and that
5 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
6 estate agents and brokers.

7
8 1119. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
9 1402 states:

10 "A contract, combination or conspiracy between two or more persons in restraint of , or to
11 monopolize, trade or commerce, any part which is within this state is unlawful."

12
13 1120. A.R.S. 44-1403 further states:

14 "The establishment, maintenance or use of a monopoly or an attempt to establish a
15 monopoly of trade or commerce, any part of which is within this state, by any person for
16 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

17
18 1121. The Defendant's actions also violate federal antitrust laws including the Sherman
19 Act. 15 U.S. Code § 1 states:

20
21 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
22 states, or with foreign nations, is declared illegal. Every person who shall make any
23 contract or engage in any combination conspiracy hereby declared to be illegal shall be
24 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not

1 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
2 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
3 court.”

4
5 1122. 15 U.S. Code § 15(a) further states:

6
7 “...[A]ny person who shall be injured in his business or property by any reason of anything
8 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
9 threefold the damages by him sustained, and the cost of suit, including a reasonable
10 attorney’s fee. The court may award...simple interest on actual damages for the period
11 beginning on the date of service”.

12
13 1123. From September 8, 2017 to March 1, 2019 the Defendants restricted commerce
14 and excluded competition by unlawfully and systematically redacting and excluding
15 and interfering with information in the Plaintiff’s advertisements and limiting access to
16 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
17 Plaintiffs had for sale in Plaintiffs listing #215997. As such, Defendants are liable for
18 treble damages under this cause of action. (See private and public version of listing
19 #215997 collectively attached as Exhibit 73).

20 **COUNT 252**

21 **BREACH OF CONTRACT**

22
23 1124. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1123 of
24 Plaintiff’s Complaint.

1
2 1125. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 1126. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 1127. On July 26 2017, Defendants breached their duty when Defendants sent Plaintiffs
13 notice and rejected Plaintiffs listing #215997 because there was no lead based paint
14 addendum infringing upon Plaintiffs relationship with their client and infringing on the
15 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
16 Administrative Code R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative
17 Code R4-28-502(B). (See email from WMAR dated July 26, 2017. Also see Payment
18 Confirmation email dated June 13, 2017 indicating that the Plaintiffs paid their fees for
19 services and thus Defendants were employed by the Plaintiffs to promptly accept
20 Plaintiff's listing information and publish it. (See both of these documents collectively
21 attached as Exhibit 74).

22
23 **COUNT 253**

24 **BREACH OF CONTRACT**

1
2 1128. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1127 of
3 Plaintiff's Complaint.

4
5 1129. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 1130. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 1131. From July 27, 2017 through July 26, 2018, Defendants breached their duty when
16 Defendants redacted Plaintiff's contact information out of Plaintiffs listing #216040,
17 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
18 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
19 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
20 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
21 representations, and **fully states** (emphasis added) factual material relating to the
22 information advertised. A salesperson or broker shall not misrepresent the facts or
23 create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #216040 collectively
2 attached as Exhibit 75).

3
4 **COUNT 254**

5 **BREACH OF CONTRACT**

6
7 1132. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1131 of
8 Plaintiff's Complaint.

9
10 1133. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 1134. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 1135. On July 27, 2017 through July 26, 2018, Defendants breached their duty when
21 Defendants, through the Supra lockboxes excluded access to the home listed in
22 Plaintiffs listing #216040 to only WMAR members and not all real estate brokers and
23 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
24 of income and infringing on the duties the Plaintiffs have to supervise all advertising

1 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
 2 (See Exhibit 9). (See private and public version of listing #216040 collectively
 3 attached as Exhibit 75).

4
 5 **COUNT 255 through 258**

6 **BREACH OF CONTRACT**

7
 8 1136. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1135 of
 9 Plaintiff's Complaint.

10
 11 1137. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
 16 1138. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 1139. From July 26 2017, Defendants breached their duty when Defendants sent
 22 Plaintiffs notice that a Lead Based Paint Addendum was required for all listings for
 23 fining Plaintiffs for not having a Lead Based Paint Addendum for listing #s 206495 and
 24 208109 and for conducting or threatening to conduct an HOA Addendum audit

1 between September 11, 2017 to October 1, 2017 and thereafter. These actions
 2 infringed upon Plaintiffs relationship with their client and infringed on the duties the
 3 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 4 R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B)).
 5 (See emails from WMAR dated August 14, 2017 through September 25, 2017
 6 collectively attached as Exhibit 76).

7
 8 **COUNT 259**

9 **BREACH OF CONTRACT**

10
 11 1140. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1139 of
 12 Plaintiff's Complaint.

13
 14 1141. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 1142. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 1143. From October 10, 2017 through May 9, 2019, Defendants breached their duty
2 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
3 #217081, causing Plaintiffs to lose potential buyers causing a loss of income, placing
4 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
5 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
6 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
7 and representations, and **fully states** (emphasis added) factual material relating to the
8 information advertised. A salesperson or broker shall not misrepresent the facts or
9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
10 502(C). (See Exhibit 9). (See private and public version of listing #217081 collectively
11 attached as Exhibit 77).

12
13 **COUNT 260**

14 **BREACH OF CONTRACT**

15
16 1144. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1143 of
17 Plaintiff's Complaint.

18
19 1145. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.
23
24

1 1146. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 1147. On October 10, 2017 through May 9, 2019, Defendants breached their duty when
7 Defendants, through the Supra lockboxes excluded access to the home listed in
8 Plaintiffs listing #217081 to only WMAR members and not all real estate brokers and
9 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
10 of income and infringing on the duties the Plaintiffs have to supervise all advertising
11 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
12 (See Exhibit 9). (See private and public version of listing #217081 collectively
13 attached as Exhibit 77).

14
15 **COUNT 261**

16 **BREACH OF CONTRACT**

17
18 1148. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1147 of
19 Plaintiff's Complaint.

20
21 1149. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 1150. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.
6

7 1151. On October 10, 2017 through May 9, 2019, Defendants breached this duty when
8 Defendants would not allow information about the Plaintiff's financial interest to be
9 disclosed in listing #217081, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing #217081
18 collectively attached as Exhibit 77).
19

20 **COUNT 262**

21 **ANTITRUST LAWS**
22

23 1152. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1151 of
24 Plaintiff's Complaint.

1
2 1153. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 1154. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 1155. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 1156. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 1157. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 1158. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 1159. From October 10, 2017 through May 9, 2019 the Defendants restricted commerce
19 and excluded competition by unlawfully and systematically redacting and excluding
20 and interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing #217081. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 #217081 collectively attached as Exhibit 77).

COUNT 263

BREACH OF CONTRACT

1160. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1159 of Plaintiff's Complaint.

1161. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1162. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1163. From December 1, 2017 through January 29, 2018, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #217502, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the

1 information advertised. A salesperson or broker shall not misrepresent the facts or
 2 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 3 502(C). (See Exhibit 9). (See private and public version of listing #217502 collectively
 4 attached as Exhibit 78).

6 **COUNT 264**

7 **BREACH OF CONTRACT**

8
 9 1164. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1163 of
 10 Plaintiff's Complaint.

11
 12 1165. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 1166. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 1167. On December 1, 2017 through January 29, 2018, Defendants breached their duty
 23 when Defendants, through the Supra lockboxes excluded access to the home listed
 24 in Plaintiffs listing #217502 to only WMAR members and not all real estate brokers

1 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
2 loss of income and infringing on the duties the Plaintiffs have to supervise all
3 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
4 their clients. (See Exhibit 9). (See private and public version of listing #217502
5 collectively attached as Exhibit 78).

6
7 **COUNT 265**

8 **ANTITRUST LAWS**

9
10 1168. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1167 of
11 Plaintiff's Complaint.

12
13 1169. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
15 and access to homes and commercial property through lockboxes (Supra since at
16 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

17
18 1170. Despite anything written to the contrary, Defendants were aware that Plaintiffs
19 must comply with federal and state antitrust laws and the ADRE Rules including the
20 rules that the broker (in this case the Plaintiff) supervises all advertising and that
21 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
22 estate agents and brokers.

1 1171. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
2 1402 states:

3 "A contract, combination or conspiracy between two or more persons in restraint of , or to
4 monopolize, trade or commerce, any part which is within this state is unlawful."

5
6 1172. A.R.S. 44-1403 further states:

7 "The establishment, maintenance or use of a monopoly or an attempt to establish a
8 monopoly of trade or commerce, any part of which is within this state, by any person for
9 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

10
11 1173. The Defendant's actions also violate federal antitrust laws including the Sherman
12 Act. 15 U.S. Code § 1 states:

13
14 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
15 states, or with foreign nations, is declared illegal. Every person who shall make any
16 contract or engage in any combination conspiracy hereby declared to be illegal shall be
17 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
18 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
19 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
20 court."

21
22 1174. 15 U.S. Code § 15(a) further states:
23
24

1 "...[A]ny person who shall be injured in his business or property by any reason of anything
2 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
3 threefold the damages by him sustained, and the cost of suit, including a reasonable
4 attorney's fee. The court may award...simple interest on actual damages for the period
5 beginning on the date of service".

6
7 1175. From December 1, 2017 through January 29, 2018 the Defendants restricted
8 commerce and excluded competition by unlawfully and systematically redacting and
9 excluding and interfering with information in the Plaintiff's advertisements and limiting
10 access to Plaintiff's lockboxes on the homes and requiring that particular lockbox on
11 the homes Plaintiffs had for sale in Plaintiffs listing #217502. As such, Defendants
12 are liable for treble damages under this cause of action. (See private and public
13 version of listing #217502 collectively attached as Exhibit 78).

14
15 **COUNT 266**

16 **BREACH OF CONTRACT**

17
18 1176. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1175 of
19 Plaintiff's Complaint.

20
21 1177. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 1178. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.
6

7 1179. From December 16, 2017 through January 29, 2018, Defendants breached their
8 duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
9 #217625, causing Plaintiffs to lose potential buyers causing a loss of income, placing
10 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
11 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
12 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
13 and representations, and fully states (emphasis added) factual material relating to the
14 information advertised. A salesperson or broker shall not misrepresent the facts or
15 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
16 502(C). (See Exhibit 9). (See private and public version of listing #217625 collectively
17 attached as Exhibit 79).
18

19 **COUNT 267**

20 **BREACH OF CONTRACT**

21
22 1180. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1179 of
23 Plaintiff's Complaint.
24

1 1181. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1182. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 1183. On December 16, 2017 through January 29, 2018, Defendants breached their duty
12 when Defendants, through the Supra lockboxes excluded access to the home listed
13 in Plaintiffs listing #217625 to only WMAR members and not all real estate brokers
14 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
15 loss of income and infringing on the duties the Plaintiffs have to supervise all
16 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
17 their clients. (See Exhibit 9). (See private and public version of listing #217625
18 collectively attached as Exhibit 79).

19
20 **COUNT 268**

21 **ANTITRUST LAWS**

22
23 1184. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1183 of
24 Plaintiff's Complaint.

1
2 1185. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 1186. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 1187. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 1188. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 1189. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 1190. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 1191. From December 16, 2017 through January 29, 2018 the Defendants restricted
19 commerce and excluded competition by unlawfully and systematically redacting and
20 excluding and interfering with information in the Plaintiff’s advertisements and limiting
21 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
22 the homes Plaintiffs had for sale in Plaintiffs listing #217625. As such, Defendants
23 are liable for treble damages under this cause of action. (See private and public
24 version of listing #217625 collectively attached as Exhibit 79).

COUNT 269

BREACH OF CONTRACT

1192. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1191 of Plaintiff's Complaint.

1193. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1194. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1195. From December 21, 2017, Defendants breached their duty when Defendants sent Plaintiffs notice to change listing # 208106 from active to pending. These actions infringed upon Plaintiffs relationship with their client and infringed on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B)). (See Error Report MLS 208106 dated December 21, 2017 attached as Exhibit 80).

COUNT 270

BREACH OF CONTRACT

1196. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1195 of Plaintiff's Complaint.

1197. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1198. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1199. From December 27, 2017 through August 21, 2020, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #217826, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #217826 collectively
2 attached as Exhibit 81).

3
4 **COUNT 271**

5 **BREACH OF CONTRACT**

6
7 1200. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1199 of
8 Plaintiff's Complaint.

9
10 1201. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 1202. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 1203. On Deceber 27, 2017 through August 21, 2020, Defendants breached their duty
21 when Defendants, through the Supra lockboxes excluded access to the home listed
22 in Plaintiffs listing #217826 to only WMAR members and not all real estate brokers
23 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
24 loss of income and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
 2 their clients. (See Exhibit 9). (See private and public version of listing #217826
 3 collectively attached as Exhibit 81).

4
 5 **COUNT 272**

6 **BREACH OF CONTRACT**

7
 8 1204. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1203 of
 9 Plaintiff's Complaint.

10
 11 1205. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
 16 1206. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 1207. On December 27, 2017 August 21, 2020, Defendants breached this duty when
 22 Defendants would not allow information about the Plaintiff's financial interest to be
 23 disclosed in listing #217826, placing Plaintiff's real estate brokerage license at risk
 24 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to

1 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to “ensure that all
 2 advertising contains accurate claims and representations, and **fully states** (emphasis
 3 added) factual material relating to the information advertised. A salesperson or broker
 4 shall not misrepresent the facts or create misleading impressions.” pursuant to
 5 Arizona Administrative Code R4-24-502(C) and a salesperson or broker’s duties to
 6 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
 7 24-502(B). (See Exhibit 9). (See private and public version of listing #217826
 8 collectively attached as Exhibit 81).

10 **COUNT 273**

11 **ANTITRUST LAWS**

12
 13 1208. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1207 of
 14 Plaintiff’s Complaint.

15
 16 1209. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 18 and access to homes and commercial property through lockboxes (Supra since at
 19 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

20
 21 1210. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 22 must comply with federal and state antitrust laws and the ADRE Rules including the
 23 rules that the broker (in this case the Plaintiff) supervises **all advertising** and that
 24

ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1211. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

1212. A.R.S. 44-1403 further states:

"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

1213. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

"Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court."

1 1214. 15 U.S. Code § 15(a) further states:

2
3 “[A]ny person who shall be injured in his business or property by any reason of anything
4 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
5 threefold the damages by him sustained, and the cost of suit, including a reasonable
6 attorney’s fee. The court may award...simple interest on actual damages for the period
7 beginning on the date of service”.

8
9 1215. From December 27, 2017 to August 21, 2020 the Defendants restricted commerce
10 and excluded competition by unlawfully and systematically redacting and excluding
11 and interfering with information in the Plaintiff’s advertisements and limiting access to
12 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
13 Plaintiffs had for sale in Plaintiffs listing #217826. As such, Defendants are liable for
14 treble damages under this cause of action. (See private and public version of listing
15 #217826 collectively attached as Exhibit 81).

16
17 **COUNT 274**

18 **FIRST AMENDMENT**

19
20 1216. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1215 of
21 Plaintiff’s Complaint.

22
23 1217. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1218. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1219. From September 8, 2019 through August 21, 2020, Defendants acted as a quasi -
10 government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
12 Plaintiffs listing #217826, causing Plaintiffs to lose potential buyers causing a loss of
13 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
14 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
15 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
16 advertising contains accurate claims and representations, and fully states (emphasis
17 added) factual material relating to the information advertised. A salesperson or broker
18 shall not misrepresent the facts or create misleading impressions." pursuant to
19 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
20 version of listing #217826 collectively attached as Exhibit 81).

21
22 **COUNT 275**

23 **FIRST AMENDMENT**
24

1 1220. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1219 of
2 Plaintiff's Complaint.

3
4 1221. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 1222. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1223. On September 8, 2019 through August 21, 2020, Defendants acted as a quasi -
15 government actor and infringed on the Plaintiff's advertising in violation of the First
16 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
17 excluded access to the home listed in Plaintiffs listing #217826 to only WMAR
18 members and not all real estate brokers and agents licensed in Arizona, causing
19 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
22 version of listing #217826 collectively attached as Exhibit 81).

FIRST AMENDMENT

1224. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1224 of Plaintiff's Complaint.

1225. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1226. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1227. On September 8, 2019 through August 21, 2020, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, would not allow information about the Plaintiff's financial interest to be disclosed in listing #217826, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C) and a salesperson or broker’s duties to disclose a financial interest in a
 3 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 4 private and public version of listing #217826 collectively attached as Exhibit 81).

6 **COUNT 277**

7 **NEGLEGEENCE**

8
 9 1228. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1227 of
 10 Plaintiff’s Complaint.

11
 12 1229. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

16
 17 1230. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 1231. From September 8, 2019 through August 21, 2020, Defendants owed Plaintiffs a
 23 duty to not infringe on the Plaintiff’s advertising in violation of the First Amendment of
 24 the U.S. Constitution, state law and administrative code as previously cited.

1232. Defendants breached this duty by redacting Plaintiff's contact information out of Plaintiffs listing #217826.

1233. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers, a loss of income and emotional distress by redacting Plaintiff's contact information out of Plaintiffs listing #217826.

1234. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage license to be at risk and infringed on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised; and the duties a salesperson or broker has to not misrepresent the facts or create misleading impressions pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #217826 collectively attached as Exhibit 81).

1235. The Defendant's actions foreseeably and proximately caused a loss of income and/or potential income and caused emotional distress to the Plaintiffs as well as the potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public version of listing #217826 collectively attached as Exhibit 81).

NEGLEGEANCE

1236. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1235 of Plaintiff's Complaint.

1237. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1238. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1239. From September 8, 2019 through August 21, 2020, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution and state law and administrative code as previously cited.

1240. From September 8, 2019 through August 21, 2020, Defendants breached this duty by infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes by excluding access to the home listed in Plaintiffs listing #217826 to only WMAR members and not all real estate brokers and agents licensed in Arizona,

1241. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential buyers and sellers

1242. Defendant's breach foreseeably and proximately caused a loss of income and emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license by excluding access through the Supra Lockboxes to Plaintiffs listing #217826. (See Exhibit 9). (See private and public version of listing #217826 collectively attached as Exhibit 81).

COUNT 279

NEGLEGEANCE

1243. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1242 of Plaintiff's Complaint.

1244. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1245. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1246. On September 8, 2019 through August 21, 2020, Defendants owed Plaintiffs a
5 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
6 the U.S. Constitution, Arizona state law and Arizona Administrative Code as
7 previously cited.

8
9 1247. Defendants breached this duty by not allowing information about the Plaintiff's
10 financial interest to be disclosed in listing #217826.

11
12 1248. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
13 buyers and sellers

14
15 1249. Defendant's breach foreseeably and proximately caused a loss of income and
16 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
17 by not allowing information about the Plaintiff's financial interest to be disclosed in
18 listing #208109. (See Exhibit 9). (See private and public version of listing #217826
19 collectively attached as Exhibit 81).

20
21 **COUNT 280**

22 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
23
24

1 1250. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1249 of
2 Plaintiff's Complaint.

3
4 1251. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 1252. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1253. From September 8, 2019 through August 21, 2020, there existed a valid
15 contractual relationship between the Plaintiffs and their client for listing #217826
16 and/or a business expectancy. The Defendants had knowledge of this relationship
17 and/or business expectancy. The Defendants intentionally interfered with this contract
18 and/or business expectancy which induced or caused a breach when Defendants
19 redacted Plaintiff's contact information out of Plaintiffs listing #217826, causing
20 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
21 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
22 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
23 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
24 representations, and fully states (emphasis added) factual material relating to the

information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions.” pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #217826 collectively attached as Exhibit 81). As such, the Defendants actions were improper.

COUNT 281

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

1254. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1253 of Plaintiff's Complaint.

1255. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1256. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1257. From September 8, 2019 through August 21, 2020, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing #217826 and /or others. The Defendants had knowledge of this

relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #217826 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #217826 collectively attached as Exhibit 29). As such, the Defendants actions were improper

COUNT 282

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

1258. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1257 of Plaintiff's Complaint.

1259. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1260. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1261. From September 8, 2019 through August 21, 2020, there existed a valid
10 contractual relationship between the Plaintiffs and their client for listing #217826
11 and/or a business expectancy with the client or others. The Defendants had
12 knowledge of this relationship and/or business expectancy. The Defendants
13 intentionally interfered with this contract and/or business expectancy which induced
14 or caused a breach when the Defendants would not allow information about the
15 Plaintiff's financial interest to be disclosed in listing #217826, causing Plaintiffs to lose
16 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
17 license at risk and infringing on the duties the Plaintiffs have to supervise all
18 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
19 Plaintiffs has to "ensure that all advertising contains accurate claims and
20 representations, and **fully states** (emphasis added) factual material relating to the
21 information advertised. A salesperson or broker shall not misrepresent the facts or
22 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
23 502(C). (See Exhibit 9). (See private and public version of listing #217826 collectively
24 attached as Exhibit 81). As such, the Defendants actions were improper.

COUNT 283

AIDING AND ABETTING TORTIOUS CONDUCT

1262. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1261 of Plaintiff's Complaint.

1263. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1264. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1265. From September 8, 2019 through August 21, 2020, all or some of the Defendants knew that all or some of them were committing an intentional tort when the Defendants redacted Plaintiff's contact information out of Plaintiffs listing #217826. The Defendants knew that this conduct constituted a breach of duty. And the Defendants substantially assisted or encouraged the primary tortfeasor in the achievement of the breach.

1266. This action caused the Plaintiffs to lose potential buyers causing a loss of income, placing the Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #217826 collectively attached as Exhibit 81).

COUNT 284

AIDING AND ABETTING TORTIOUS CONDUCT

1267. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 264 of Plaintiff's Complaint.

1268. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1269. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1270. From September 8, 2019 through August 21, 2020, all or some of the Defendants
5 knew that all or some of them were committing an intentional tort when the Defendants
6 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
7 #217826 to only WMAR members and not all real estate brokers and agents licensed
8 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
9 the Defendants substantially assisted or encouraged the primary tortfeasor in the
10 achievement of the breach.

11
12 1271. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
13 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
14 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
15 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
16 and representations, and fully states (emphasis added) factual material relating to the
17 information advertised. A salesperson or broker shall not misrepresent the facts or
18 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
19 502(C). (See Exhibit 9). (See private and public version of listing #217826 collectively
20 attached as Exhibit 81).

21
22 **COUNT 285**

23 **AIDING AND ABETTING TORTIOUS CONDUCT**

1 1272. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1271 of
2 Plaintiff's Complaint.

3
4 1273. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 1274. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1275. From September 8, 2019 through August 21, 2020, all or some of the Defendants
15 knew that all or some of them were committing an intentional tort when the Defendants
16 would not allow information about the Plaintiff's financial interest to be disclosed in
17 listing #217826. The Defendants knew that this conduct constituted a breach of duty.
18 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
19 achievement of the breach.

20
21 1276. This caused the Plaintiffs to lose potential buyers causing a loss of income,
22 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
23 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
24 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate

claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions.” pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #217826 collectively attached as Exhibit 81).

COUNT 286

BREACH OF CONTRACT

1277. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1276 of Plaintiff’s Complaint.

1278. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

1279. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1280. From December 27, 2017 through October 15, 2018, Defendants breached their duty when Defendants redacted Plaintiff’s contact information out of Plaintiffs listing

#217836, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #217836 collectively attached as Exhibit 82).

COUNT 287

BREACH OF CONTRACT

1281. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1280 of Plaintiff's Complaint.

1282. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1283. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1284. On December 27, 2017 through October 15, 2018, Defendants breached their duty
5 when Defendants, through the Supra lockboxes excluded access to the home listed
6 in Plaintiffs listing #217836 to only WMAR members and not all real estate brokers
7 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
8 loss of income and infringing on the duties the Plaintiffs have to supervise all
9 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
10 their clients. (See Exhibit 9). (See private and public version of listing #217836
11 collectively attached as Exhibit 82).

12
13 **COUNT 288**

14 **BREACH OF CONTRACT**

15
16 1285. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1284 of
17 Plaintiff's Complaint.

18
19 1286. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1287. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 1288. On December 27, 2017 October 15, 2018, Defendants breached this duty when
7 Defendants would not allow information about the Plaintiff's financial interest to be
8 disclosed in listing #217836, placing Plaintiff's real estate brokerage license at risk
9 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
10 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
11 advertising contains accurate claims and representations, and fully states (emphasis
12 added) factual material relating to the information advertised. A salesperson or broker
13 shall not misrepresent the facts or create misleading impressions." pursuant to
14 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
15 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
16 24-502(B). (See Exhibit 9). (See private and public version of listing #217836
17 collectively attached as Exhibit 82).

18
19 **COUNT 289**

20 **ANTITRUST LAWS**

21
22 1289. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1288 of
23 Plaintiff's Complaint.
24

1 1290. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1291. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with federal and state antitrust laws and the ADRE Rules including the
8 rules that the broker (in this case the Plaintiff) supervises all advertising and that
9 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
10 estate agents and brokers.

11
12 1292. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
13 1402 states:
14 "A contract, combination or conspiracy between two or more persons in restraint of , or to
15 monopolize, trade or commerce, any part which is within this state is unlawful."

16
17 1293. A.R.S. 44-1403 further states:
18 "The establishment, maintenance or use of a monopoly or an attempt to establish a
19 monopoly of trade or commerce, any part of which is within this state, by any person for
20 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

21
22 1294. The Defendant's actions also violate federal antitrust laws including the Sherman
23 Act. 15 U.S. Code § 1 states:
24

1 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
2 states, or with foreign nations, is declared illegal. Every person who shall make any
3 contract or engage in any combination conspiracy hereby declared to be illegal shall be
4 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
5 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
6 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
7 court.”

8
9 1295. 15 U.S. Code § 15(a) further states:

10
11 “...[A]ny person who shall be injured in his business or property by any reason of anything
12 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
13 threefold the damages by him sustained, and the cost of suit, including a reasonable
14 attorney’s fee. The court may award...simple interest on actual damages for the period
15 beginning on the date of service”.

16
17 1296. From December 27, 2017 to October 15, 2018 the Defendants restricted
18 commerce and excluded competition by unlawfully and systematically redacting and
19 excluding and interfering with information in the Plaintiff’s advertisements and limiting
20 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
21 the homes Plaintiffs had for sale in Plaintiffs listing #217836. As such, Defendants
22 are liable for treble damages under this cause of action. (See private and public
23 version of listing #217836 collectively attached as Exhibit 82).

COUNT 290

BREACH OF CONTRACT

1297. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1296 of Plaintiff's Complaint.

1298. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1299. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1300. On January 18, 2018 through October 25, 2018 the Plaintiffs hired Emerald to list Plaintiff's property as a real estate agent. Emerald is also a member of WMAR and the Defendants have the same duties to Emerald as they do to the Plaintiffs.

1301. Defendants breached their duty when Defendants redacted information out of Plaintiffs listing #217897, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also

1 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
2 #217897 collectively attached as Exhibit 83).

3
4 **COUNT 291**

5 **BREACH OF CONTRACT**

6
7 1302. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1301 of
8 Plaintiff's Complaint.

9
10 1303. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
12 (Supra since at least 2015) to access homes and commercial property through
13 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

14
15 1304. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 1305. On January 18, 2018 through October 25,, 2018, Plaintiffs hired Emerald to sell
21 Plaintiff's property. Emerald had the same duties as a real estate agent as the
22 Plaintiffs and is a member of WMAR.

1306. Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #217897 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the real estate brokers or agents have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #217897 collectively attached as Exhibit 83).

COUNT 292

BREACH OF CONTRACT

1307. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1306 of Plaintiff's Complaint.

1308. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1309. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1310. On January 18, 2018 through October 25, 2018, Defendants breached their duty when Defendants would not allow information about the Plaintiff's financial interest to be fully disclosed in listing #217897, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public version of listing #217897 collectively attached as Exhibit 83).

COUNT 293

ANTITRUST LAWS

1311. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1310 of Plaintiff's Complaint.

1312. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1313. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with federal and state antitrust laws and the ADRE Rules including the
3 rules that the broker (in this case the Plaintiff) supervises all advertising and that
4 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
5 estate agents and brokers.

6
7 1314. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
8 1402 states:

9 "A contract, combination or conspiracy between two or more persons in restraint of , or to
10 monopolize, trade or commerce, any part which is within this state is unlawful."

11
12 1315. A.R.S. 44-1403 further states:

13 "The establishment, maintenance or use of a monopoly or an attempt to establish a
14 monopoly of trade or commerce, any part of which is within this state, by any person for
15 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

16
17 1316. The Defendant's actions also violate federal antitrust laws including the Sherman
18 Act. 15 U.S. Code § 1 states:

19
20 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
21 states, or with foreign nations, is declared illegal. Every person who shall make any
22 contract or engage in any combination conspiracy hereby declared to be illegal shall be
23 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
24 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by

1 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
2 court.”

3
4 1317. 15 U.S. Code § 15(a) further states:

5
6 “[A]ny person who shall be injured in his business or property by any reason of anything
7 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
8 threefold the damages by him sustained, and the cost of suit, including a reasonable
9 attorney’s fee. The court may award...simple interest on actual damages for the period
10 beginning on the date of service”.

11
12 1318. From January 18, 2018 to October 25, 2018 the Defendants restricted commerce
13 and excluded competition by unlawfully and systematically redacting and excluding
14 and interfering with information in the Plaintiff’s advertisements and limiting access to
15 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
16 Plaintiffs had for sale in Plaintiffs listing #217897. As such, Defendants are liable for
17 treble damages under this cause of action. (See private and public version of listing
18 #217897 collectively attached as Exhibit 83).

19
20 **COUNT 294**

21 **BREACH OF CONTRACT**

22
23 1319. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1318 of
24 Plaintiff’s Complaint.

1
2 1320. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 1321. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
10 real estate matters and discipline related to real estate agents and brokers.

11
12 1322. On January 18, 2018 through April 10, 2018 the Plaintiffs hired Emerald to list
13 Plaintiff's property as a real estate agent. Emerald is also a member of WMAR and
14 the Defendants have the same duties to Emerald as they do to the Plaintiffs.

15
16 1323. Defendants breached their duty when Defendants redacted information out of
17 Plaintiffs listing #217898, causing Plaintiffs to lose potential buyers causing a loss of
18 income and infringing on the duties the Plaintiffs have to supervise all advertising
19 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
20 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
21 #217898 collectively attached as Exhibit 84).

22
23 **COUNT 295**

24 **BREACH OF CONTRACT**

1 1324. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1323 of
2 Plaintiff's Complaint.

3
4 1325. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
6 (Supra since at least 2015) to access homes and commercial property through
7 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

8
9 1326. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1327. On January 18, 2018 through April 10 2018, Plaintiffs hired Emerald to sell
15 Plaintiff's property. Emerald had the same duties as a real estate agent as the
16 Plaintiffs and is a member of WMAR.

17
18 1328. Defendants breached their duty when Defendants, through the Supra lockboxes
19 excluded access to the home listed in Plaintiffs listing #217898 to only WMAR
20 members and not all real estate brokers and agents licensed in Arizona, causing
21 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
22 the real estate brokers or agents have to supervise all advertising pursuant to Arizona
23 Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9).
24 (See private and public version of listing #217898 collectively attached as Exhibit 84).

COUNT 296

BREACH OF CONTRACT

1329. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1328 of Plaintiff's Complaint.

1330. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1331. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1332. On January 18, 2018 through April 10, 2018, Defendants breached their duty when Defendants would not allow information about the Plaintiff's financial interest to be fully disclosed in listing #217898, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A

1 salesperson or broker shall not misrepresent the facts or create misleading
2 impressions.” pursuant to Arizona Administrative Code R4-24-502(C) and a
3 salesperson or broker’s duties to disclose a financial interest in a property pursuant to
4 Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public
5 version of listing #217898 collectively attached as Exhibit 84).

6
7 **COUNT 297**

8 **ANTITRUST LAWS**

9
10 1333. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1332 of
11 Plaintiff’s Complaint.

12
13 1334. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
15 and access to homes and commercial property through lockboxes (Supra since at
16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
18 1335. Despite anything written to the contrary, Defendants were aware that Plaintiffs
19 must comply with federal and state antitrust laws and the ADRE Rules including the
20 rules that the broker (in this case the Plaintiff) supervises all advertising and that
21 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
22 estate agents and brokers.

1 1336. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
2 1402 states:

3 "A contract, combination or conspiracy between two or more persons in restraint of , or to
4 monopolize, trade or commerce, any part which is within this state is unlawful."

5
6 1337. A.R.S. 44-1403 further states:

7 "The establishment, maintenance or use of a monopoly or an attempt to establish a
8 monopoly of trade or commerce, any part of which is within this state, by any person for
9 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

10
11 1338. The Defendant's actions also violate federal antitrust laws including the Sherman
12 Act. 15 U.S. Code § 1 states:

13
14 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
15 states, or with foreign nations, is declared illegal. Every person who shall make any
16 contract or engage in any combination conspiracy hereby declared to be illegal shall be
17 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
18 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
19 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
20 court."

21
22 1339. 15 U.S. Code § 15(a) further states:
23
24

1 "...[A]ny person who shall be injured in his business or property by any reason of anything
2 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
3 threefold the damages by him sustained, and the cost of suit, including a reasonable
4 attorney's fee. The court may award...simple interest on actual damages for the period
5 beginning on the date of service".

6
7 1340. From January 18, 2018 to April 10, 2018 the Defendants restricted commerce and
8 excluded competition by unlawfully and systematically redacting and excluding and
9 interfering with information in the Plaintiff's advertisements and limiting access to
10 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
11 Plaintiffs had for sale in Plaintiffs listing #217898. As such, Defendants are liable for
12 treble damages under this cause of action. (See private and public version of listing
13 #217898 collectively attached as Exhibit 84).

14
15 **COUNT 298 through 312**

16 **BREACH OF CONTRACT**

17
18 1341. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1340 of
19 Plaintiff's Complaint.

20
21 1342. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 1343. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.
6

7 1344. On January 31, 2018 through February 9, 2018, Defendants breached their duty
8 when Defendants sent Plaintiffs notice to change listing and threatened to fine
9 Plaintiffs for not disclosing Plaintiff's alleged financial interest in listing #s 217081,
10 211640, 211058, 207820, 217826, and 206495. The Defendants further breached
11 their duties when they assessed nine \$100.00 fines for these alleged violations.¹¹
12 These actions infringed upon Plaintiffs relationship with their client and infringed on
13 the duties the Plaintiffs have to supervise all advertising pursuant to Arizona
14 Administrative Code R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative
15 Code R4-28-502(B). (See emails and supporting documents collectively attached as
16 Exhibit 85).
17

18 **COUNT 313**

19 **BREACH OF CONTRACT**
20

21 1345. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1344 of
22 Plaintiff's Complaint.
23

24 ¹¹ Defendants never actually collected the fines. But the mere threat and effort to collect the fine breaches the duties Defendants have to the Plaintiffs.

1 1346. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1347. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
9 real estate matters and discipline related to real estate agents and brokers.

10
11 1348. On February 7, 2018 through August 1, 2018 Defendants breached their duty when
12 Defendants redacted information out of Plaintiffs listing #218115, causing Plaintiffs to
13 lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs
14 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
15 502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B). (See
16 private and public version of listing #218115 collectively attached as Exhibit 86).

17
18 **COUNT 314**

19 **BREACH OF CONTRACT**

20
21 1349. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1348 of
22 Plaintiff's Complaint.

1 1350. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
3 (Supra since at least 2015) to access homes and commercial property through
4 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

5
6 1351. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 1352. On February 7, 2018 through August 1, 2018, Defendants breached their duty
12 when Defendants, through the Supra lockboxes excluded access to the home listed
13 in Plaintiffs listing #218115 to only WMAR members and not all real estate brokers
14 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
15 loss of income and infringing on the duties the real estate brokers or agents have to
16 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and
17 the duties to their clients. (See Exhibit 9). (See private and public version of listing
18 #218115 collectively attached as Exhibit 86).

19
20 **COUNT 315**

21 **ANTITRUST LAWS**

22
23 1353. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1352 of
24 Plaintiff's Complaint.

1
2 1354. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 1355. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 1356. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 1357. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 1358. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 1359. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 1360. From February 7, 2018 to August 1, 2018 the Defendants restricted commerce and
19 excluded competition by unlawfully and systematically redacting and excluding and
20 interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing #218115. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 #218115 collectively attached as Exhibit 86).

COUNT 316

BREACH OF CONTRACT

1361. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1360 of Plaintiff's Complaint.

1362. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1363. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1364. On March 3, 2018 through April 13, 2018 the Plaintiffs hired Sharrock to list Plaintiff's property as a real estate agent. Emerald is also a member of WMAR and the Defendants have the same duties to Emerald as they do to the Plaintiffs.

1365. Defendants breached their duty when Defendants redacted information out of Plaintiffs listing #218383, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also

1 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
2 #218383 collectively attached as Exhibit 87).

3
4 **COUNT 317**

5 **BREACH OF CONTRACT**

6
7 1366. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1365 of
8 Plaintiff's Complaint.

9
10 1367. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
12 (Supra since at least 2015) to access homes and commercial property through
13 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

14
15 1368. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 1369. On March 3, 2018 through April 13 2018, Plaintiffs hired Sharrock to sell Plaintiff's
21 property. Emerald had the same duties as a real estate agent as the Plaintiffs and is
22 a member of WMAR.

1370. Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #218383 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the real estate brokers or agents have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #218383 collectively attached as Exhibit 87).

COUNT 318

BREACH OF CONTRACT

1371. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1370 of Plaintiff's Complaint.

1372. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1373. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1374. On March 3, 2018 through April 13, 2018, Defendants breached their duty when Defendants would not allow information about the Plaintiff's financial interest to be fully disclosed in listing #218383, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public version of listing #218383 collectively attached as Exhibit 87).

COUNT 319

ANTITRUST LAWS

1375. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1374 of Plaintiff's Complaint.

1376. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1377. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with federal and state antitrust laws and the ADRE Rules including the
3 rules that the broker (in this case the Plaintiff) supervises all advertising and that
4 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
5 estate agents and brokers.

6
7 1378. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
8 1402 states:

9 "A contract, combination or conspiracy between two or more persons in restraint of , or to
10 monopolize, trade or commerce, any part which is within this state is unlawful."

11
12 1379. A.R.S. 44-1403 further states:

13 "The establishment, maintenance or use of a monopoly or an attempt to establish a
14 monopoly of trade or commerce, any part of which is within this state, by any person for
15 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

16
17 1380. The Defendant's actions also violate federal antitrust laws including the Sherman
18 Act. 15 U.S. Code § 1 states:

19
20 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
21 states, or with foreign nations, is declared illegal. Every person who shall make any
22 contract or engage in any combination conspiracy hereby declared to be illegal shall be
23 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
24 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by

1 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
2 court.”

3
4 1381. 15 U.S. Code § 15(a) further states:

5
6 “[A]ny person who shall be injured in his business or property by any reason of anything
7 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
8 threefold the damages by him sustained, and the cost of suit, including a reasonable
9 attorney’s fee. The court may award...simple interest on actual damages for the period
10 beginning on the date of service”.

11
12 1382. From March 3, 2018 to April 13, 2018 the Defendants restricted commerce and
13 excluded competition by unlawfully and systematically redacting and excluding and
14 interfering with information in the Plaintiff’s advertisements and limiting access to
15 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
16 Plaintiffs had for sale in Plaintiffs listing #218383. As such, Defendants are liable for
17 treble damages under this cause of action. (See private and public version of listing
18 #218383 collectively attached as Exhibit 87).

19
20 **COUNT 320**

21 **BREACH OF CONTRACT**

22
23 1383. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1382 of
24 Plaintiff’s Complaint.

1
2 1384. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 1385. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 1386. From April 5, 2018 through May 1, 2018, Defendants breached their duty when
13 Defendants redacted Plaintiff's contact information out of Plaintiffs listing #218904,
14 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
15 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
16 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
17 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
18 representations, and fully states (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C). (See Exhibit 9). (See private and public version of listing #218904 collectively
22 attached as Exhibit 88).

BREACH OF CONTRACT

1387. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1386 of Plaintiff's Complaint.

1388. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1389. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1390. On April 5, 2018 through May 1, 2018, Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #218904 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #218904 collectively attached as Exhibit 88).

COUNT 322

ANTITRUST LAWS

1391. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1390 of Plaintiff's Complaint.

1392. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1393. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with federal and state antitrust laws and the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1394. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

1395. A.R.S. 44-1403 further states:

1 “The establishment, maintenance or use of a monopoly or an attempt to establish a
2 monopoly of trade or commerce, any part of which is within this state, by any person for
3 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

4
5 1396. The Defendant’s actions also violate federal antitrust laws including the Sherman
6 Act. 15 U.S. Code § 1 states:

7
8 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
9 states, or with foreign nations, is declared illegal. Every person who shall make any
10 contract or engage in any combination conspiracy hereby declared to be illegal shall be
11 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
12 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
13 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
14 court.”

15
16 1397. 15 U.S. Code § 15(a) further states:

17
18 “...[A]ny person who shall be injured in his business or property by any reason of anything
19 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
20 threefold the damages by him sustained, and the cost of suit, including a reasonable
21 attorney’s fee. The court may award...simple interest on actual damages for the period
22 beginning on the date of service”.

1398. From April 5, 2015 to May 1, 2018 the Defendants restricted commerce and excluded competition by unlawfully and systematically redacting and excluding and interfering with information in the Plaintiff's advertisements and limiting access to Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes Plaintiffs had for sale in Plaintiffs listing #218904. As such, Defendants are liable for treble damages under this cause of action. (See private and public version of listing #218904 collectively attached as Exhibit 88).

COUNT 323

BREACH OF CONTRACT

1399. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1398 of Plaintiff's Complaint.

1400. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1401. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1402. From March 30, 2018 through November 19 2021, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #219152, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #219152 collectively attached as Exhibit 89).

COUNT 324

BREACH OF CONTRACT

1403. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1402 of Plaintiff's Complaint.

1404. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1405. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 1406. On March 30, 2018 through November 19, 2021, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing #219152 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing #219152
13 collectively attached as Exhibit 89).

14
15 **COUNT 325**

16 **BREACH OF CONTRACT**

17
18 1407. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1406 of
19 Plaintiff's Complaint.

20
21 1408. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 1409. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 1410. On March 30, 2018 through November 19, 2021, Defendants breached this duty
8 when Defendants would not allow information about the Plaintiff's financial interest to
9 be disclosed in listing #219152, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing #219152
18 collectively attached as Exhibit 89).

19
20 **COUNT 326**

21 **ANTITRUST LAWS**

22
23 1411. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1410 of
24 Plaintiff's Complaint.

1
2 1412. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 1413. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 1414. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 1415. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 1416. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 1417. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 1418. From March 30, 2018 through November 19, 2021 the Defendants restricted
19 commerce and excluded competition by unlawfully and systematically redacting and
20 excluding and interfering with information in the Plaintiff’s advertisements and limiting
21 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
22 the homes Plaintiffs had for sale in Plaintiffs listing #219152. As such, Defendants
23 are liable for treble damages under this cause of action. (See private and public
24 version of listing #219152 collectively attached as Exhibit 89).

COUNT 327

FIRST AMENDMENT

1419. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1418 of Plaintiff's Complaint.

1420. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1421. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1422. From September 8 , 2019 through November 19, 2021, Defendants acted as a quasi -government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing #219152, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing #219152 collectively attached as Exhibit 89).

6 **COUNT 328**

7 **FIRST AMENDMENT**

8
 9 1423. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1422 of
 10 Plaintiff's Complaint.

11
 12 1424. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 1425. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 1426. On September 8, 2019 through November 19, 2021, Defendants acted as a quasi
 23 -government actor and infringed on the Plaintiff's advertising in violation of the First
 24 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes

1 excluded access to the home listed in Plaintiffs listing #219152 to only WMAR
 2 members and not all real estate brokers and agents licensed in Arizona, causing
 3 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 4 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 5 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 6 version of listing #219152 collectively attached as Exhibit 89).

7
 8 **COUNT 329**

9 **FIRST AMENDMENT**

10
 11 1427. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1426 of
 12 Plaintiff's Complaint.

13
 14 1428. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 1429. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1430. On September 8, 2019 through November 19, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, would not allow information about the Plaintiff's financial interest to be disclosed in listing #219152, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public version of listing #219152 collectively attached as Exhibit 89).

COUNT 330

NEGLEGENCE

1431. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1430 of Plaintiff's Complaint.

1432. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 1433. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 1434. From September 8, 2019 through November 19, 2021, Defendants owed Plaintiffs
8 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
9 of the U.S. Constitution, state law and administrative code as previously cited.

10
11 1435. Defendants breached this duty by redacting Plaintiff's contact information out of
12 Plaintiffs listing #219152,

13
14 1436. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
15 a loss of income and emotional distress by redacting Plaintiff's contact information out
16 of Plaintiffs listing #219152.

17
18 1437. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
19 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
20 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
21 Plaintiffs has to "ensure that all advertising contains accurate claims and
22 representations, and fully states (emphasis added) factual material relating to the
23 information advertised; and the duties a salesperson or broker has to not misrepresent
24 the facts or create misleading impressions pursuant to Arizona Administrative Code

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #219152
2 collectively attached as Exhibit 89).

3
4 1438. The Defendant's actions foreseeably and proximately caused a loss of income
5 and/or potential income and caused emotional distress to the Plaintiffs as well as the
6 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
7 version of listing #219152 collectively attached as Exhibit 89).

8
9 **COUNT 331**

10 **NEGLEGEANCE**

11
12 1439. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1438 of
13 Plaintiff's Complaint.

14
15 1440. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 1441. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

1 1442. From September 8, 2019 through November 19, 2021, Defendants owed Plaintiffs
2 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
3 of the U.S. Constitution and state law and administrative code as previously cited.

4
5 1443. From September 8, 2019 through November 19, 2021, Defendants breached this
6 duty by infringing on the Plaintiff's advertising in violation of the First Amendment of
7 the U.S. Constitution when Defendants, through the Supra lockboxes by excluding
8 access to the home listed in Plaintiffs listing #219152 to only WMAR members and
9 not all real estate brokers and agents licensed in Arizona,

10
11 1444. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
12 buyers and sellers

13
14 1445. Defendant's breach foreseeably and proximately caused a loss of income and
15 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
16 by excluding access through the Supra Lockboxes to Plaintiffs listing #219152. (See
17 Exhibit 9). (See private and public version of listing #219152 collectively attached as
18 Exhibit 89).

19
20 **COUNT 332**

21 **NEGLEGEANCE**

22
23 1446. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1445 of
24 Plaintiff's Complaint.

1
2 1447. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 1448. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 1449. On September 8, 2019 through November 19, 2021, Defendants owed Plaintiffs a
13 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
14 the U.S. Constitution, Arizona state law and Arizona Administrative Code as
15 previously cited.

16
17 1450. Defendants breached this duty by not allowing information about the Plaintiff's
18 financial interest to be disclosed in listing #219152.

19
20 1451. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
21 buyers and sellers

22
23 1452. Defendant's breach foreseeably and proximately caused a loss of income and
24 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license

1 by not allowing information about the Plaintiff's financial interest to be disclosed in
 2 listing #219152. (See Exhibit 9). (See private and public version of listing #219152
 3 collectively attached as Exhibit 89).

4
 5 **COUNT 333**

6 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

7
 8 1453. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1452 of
 9 Plaintiff's Complaint.

10
 11 1454. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
 16 1455. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 1456. From September 8, 2019 through November 19, 2021, there existed a valid
 22 contractual relationship between the Plaintiffs and their client for listing #219152
 23 and/or a business expectancy. The Defendants had knowledge of this relationship
 24 and/or business expectancy. The Defendants intentionally interfered with this contract

1 and/or business expectancy which induced or caused a breach when Defendants
 2 redacted Plaintiff's contact information out of Plaintiffs listing #208109, causing
 3 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
 4 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
 5 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 6 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
 7 representations, and **fully states** (emphasis added) factual material relating to the
 8 information advertised. A salesperson or broker shall not misrepresent the facts or
 9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 10 502(C). (See Exhibit 9). (See private and public version of listing #219152 collectively
 11 attached as Exhibit 89). As such, the Defendants actions were improper.

13 **COUNT 334**

14 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

15
 16 1457. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1456 of
 17 Plaintiff's Complaint.

18
 19 1458. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 21 and access to homes and commercial property through lockboxes (Supra since at
 22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1459. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 1460. From September 8, 2019 through November 19, 2021, there existed a valid
7 contractual relationship and/or business expectancy between the Plaintiffs and their
8 client for listing #208109 and /or others. The Defendants had knowledge of this
9 relationship and/or business expectancy. The Defendants intentionally interfered with
10 this contract and or business expectancy which induced or caused a breach when the
11 Defendants through the Supra lockboxes excluded access to the home listed in
12 Plaintiffs listing #219152 to only WMAR members and not all real estate brokers and
13 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
14 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
15 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
16 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
17 advertising contains accurate claims and representations, and **fully states** (emphasis
18 added) factual material relating to the information advertised. A salesperson or broker
19 shall not misrepresent the facts or create misleading impressions." pursuant to
20 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
21 version of listing #219152 collectively attached as Exhibit 89). As such, the
22 Defendants actions were improper

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

1461. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1460 of Plaintiff's Complaint.

1462. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1463. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1464. From September 8, 2019 through November 19, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing #208109 and/or a business expectancy with the client or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when the Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #219152, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 2 Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing #219152 collectively
 7 attached as Exhibit 89). As such, the Defendants actions were improper.

9 **COUNT 336**

10 **AIDING AND ABETTING TORTIOUS CONDUCT**

11
 12 1465. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1465 of
 13 Plaintiff's Complaint.

14
 15 1466. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
 20 1467. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1 1468. From September 8, 2019 through November 19, 2021, all or some of the
2 Defendants knew that all or some of them were committing an intentional tort when
3 the Defendants redacted Plaintiff's contact information out of Plaintiffs listing #208109.
4 The Defendants knew that this conduct constituted a breach of duty. And the
5 Defendants substantially assisted or encouraged the primary tortfeasor in the
6 achievement of the breach.

7
8 1469. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
9 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
10 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
11 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
12 accurate claims and representations, and **fully states** (emphasis added) factual
13 material relating to the information advertised. A salesperson or broker shall not
14 misrepresent the facts or create misleading impressions." pursuant to Arizona
15 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
16 of listing #219152 collectively attached as Exhibit 89).

17
18 **COUNT 337**

19 **AIDING AND ABETTING TORTIOUS CONDUCT**

20
21 1470. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1469 of
22 Plaintiff's Complaint.

1 1471. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1472. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 1473. From September 8, 2019 through November 19 2021, all or some of the
12 Defendants knew that all or some of them were committing an intentional tort when
13 the Defendants through the Supra lockboxes excluded access to the home listed in
14 Plaintiffs listing #208109 to only WMAR members and not all real estate brokers and
15 agents licensed in Arizona. The Defendants knew that this conduct constituted a
16 breach of duty. And the Defendants substantially assisted or encouraged the primary
17 tortfeasor in the achievement of the breach.

18
19 1474. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
20 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
21 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
22 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
23 and representations, and **fully states** (emphasis added) factual material relating to the
24 information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C). (See Exhibit 9). (See private and public version of listing #219152 collectively
 3 attached as Exhibit 89).

4
 5 **COUNT 338**

6 **AIDING AND ABETTING TORTIOUS CONDUCT**

7
 8 1475. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1474 of
 9 Plaintiff’s Complaint.

10
 11 1476. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 1477. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 1478. From September 8, 2019 through November 19, 2021, all or some of the
 22 Defendants knew that all or some of them were committing an intentional tort when
 23 the Defendants would not allow information about the Plaintiff’s financial interest to be
 24 disclosed in listing #219152. The Defendants knew that this conduct constituted a

1 breach of duty. And the Defendants substantially assisted or encouraged the primary
2 tortfeasor in the achievement of the breach.

3
4 1479. This caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
6 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
8 claims and representations, and **fully states** (emphasis added) factual material
9 relating to the information advertised. A salesperson or broker shall not misrepresent
10 the facts or create misleading impressions." pursuant to Arizona Administrative Code
11 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #219152
12 collectively attached as Exhibit 89).

13
14 **COUNT 339**

15 **BREACH OF CONTRACT**

16
17 1480. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1479 of
18 Plaintiff's Complaint.

19
20 1481. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1482. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 1483. From April 19, 2018 through September 28, 2018, Defendants breached their duty
7 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
8 #219274, causing Plaintiffs to lose potential buyers causing a loss of income, placing
9 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
10 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
11 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
12 and representations, and fully states (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C). (See Exhibit 9). (See private and public version of listing #219274 collectively
16 attached as Exhibit 90).

17
18 **COUNT 340**

19 **BREACH OF CONTRACT**

20
21 1484. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1483 of
22 Plaintiff's Complaint.

1 1485. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1486. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 1487. On April 19, 2018 through September 28, 2018, Defendants breached their duty
12 when Defendants, through the Supra lockboxes excluded access to the home listed
13 in Plaintiffs listing #219274 to only WMAR members and not all real estate brokers
14 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
15 loss of income and infringing on the duties the Plaintiffs have to supervise all
16 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
17 their clients. (See Exhibit 9). (See private and public version of listing #219274
18 collectively attached as Exhibit 90).

19
20 **COUNT 341**

21 **BREACH OF CONTRACT**

22
23 1488. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1487 of
24 Plaintiff's Complaint.

1
2 1489. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 1490. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 1491. On April 19, 2018 through September 28, 2018, Defendants breached this duty
13 when Defendants would not allow information about the Plaintiff's financial interest to
14 be disclosed in listing #219274, placing Plaintiff's real estate brokerage license at risk
15 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
16 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
17 advertising contains accurate claims and representations, and fully states (emphasis
18 added) factual material relating to the information advertised. A salesperson or broker
19 shall not misrepresent the facts or create misleading impressions." pursuant to
20 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
21 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
22 24-502(B). (See Exhibit 9). (See private and public version of listing #219274
23 collectively attached as Exhibit 90).

COUNT 342

ANTITRUST LAWS

1492. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1491 of Plaintiff's Complaint.

1493. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1494. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with federal and state antitrust laws and the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1495. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

1496. A.R.S. 44-1403 further states:

1 “The establishment, maintenance or use of a monopoly or an attempt to establish a
2 monopoly of trade or commerce, any part of which is within this state, by any person for
3 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

4
5 1497. The Defendant’s actions also violate federal antitrust laws including the Sherman
6 Act. 15 U.S. Code § 1 states:

7
8 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
9 states, or with foreign nations, is declared illegal. Every person who shall make any
10 contract or engage in any combination conspiracy hereby declared to be illegal shall be
11 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
12 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
13 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
14 court.”

15
16 1498. 15 U.S. Code § 15(a) further states:

17
18 “...[A]ny person who shall be injured in his business or property by any reason of anything
19 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
20 threefold the damages by him sustained, and the cost of suit, including a reasonable
21 attorney’s fee. The court may award...simple interest on actual damages for the period
22 beginning on the date of service”.

1 1499. From April 19, 2018 through September 28, 2018 the Defendants restricted
2 commerce and excluded competition by unlawfully and systematically redacting and
3 excluding and interfering with information in the Plaintiff's advertisements and limiting
4 access to Plaintiff's lockboxes on the homes and requiring that particular lockbox on
5 the homes Plaintiffs had for sale in Plaintiffs listing #219274. As such, Defendants
6 are liable for treble damages under this cause of action. (See private and public
7 version of listing #219274 collectively attached as Exhibit 90).

8
9 **COUNT 343**

10 **BREACH OF CONTRACT**

11
12 1500. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1499 of
13 Plaintiff's Complaint.

14
15 1501. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 1502. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

1 1503. From April 27, 2018 through June 14, 2018, Defendants breached their duty when
2 Defendants redacted Plaintiff's contact information out of Plaintiffs listing #219343,
3 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
4 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
5 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
6 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
7 representations, and **fully states** (emphasis added) factual material relating to the
8 information advertised. A salesperson or broker shall not misrepresent the facts or
9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
10 502(C). (See Exhibit 9). (See private and public version of listing #219343 collectively
11 attached as Exhibit 91).

12
13 **COUNT 344**

14 **ANTITRUST LAWS**

15
16 1504. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1503 of
17 Plaintiff's Complaint.

18
19 1505. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.
23
24

1 1506. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with federal and state antitrust laws and the ADRE Rules including the
3 rules that the broker (in this case the Plaintiff) supervises all advertising and that
4 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
5 estate agents and brokers.

6
7 1507. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
8 1402 states:

9 "A contract, combination or conspiracy between two or more persons in restraint of , or to
10 monopolize, trade or commerce, any part which is within this state is unlawful."

11
12 1508. A.R.S. 44-1403 further states:

13 "The establishment, maintenance or use of a monopoly or an attempt to establish a
14 monopoly of trade or commerce, any part of which is within this state, by any person for
15 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

16
17 1509. The Defendant's actions also violate federal antitrust laws including the Sherman
18 Act. 15 U.S. Code § 1 states:

19
20 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
21 states, or with foreign nations, is declared illegal. Every person who shall make any
22 contract or engage in any combination conspiracy hereby declared to be illegal shall be
23 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
24 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by

1 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
2 court.”

3
4 1510. 15 U.S. Code § 15(a) further states:

5
6 “[A]ny person who shall be injured in his business or property by any reason of anything
7 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
8 threefold the damages by him sustained, and the cost of suit, including a reasonable
9 attorney’s fee. The court may award...simple interest on actual damages for the period
10 beginning on the date of service”.

11
12 1511. From April 27, 2018 through June 14, 2018 the Defendants restricted commerce
13 and excluded competition by unlawfully and systematically redacting and excluding
14 and interfering with information in the Plaintiff’s advertisements and limiting access to
15 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
16 Plaintiffs had for sale in Plaintiffs listing #219343. As such, Defendants are liable for
17 treble damages under this cause of action. (See private and public version of listing
18 #219343 collectively attached as Exhibit 91).

19
20 **COUNT 345**

21 **BREACH OF CONTRACT**

22
23 1512. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1511 of
24 Plaintiff’s Complaint.

1 1513. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1514. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 1515. From June 20, 2018 through December 13, 2019, Defendants breached their duty
12 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
13 #220422, causing Plaintiffs to lose potential buyers causing a loss of income, placing
14 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
15 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
16 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
17 and representations, and fully states (emphasis added) factual material relating to the
18 information advertised. A salesperson or broker shall not misrepresent the facts or
19 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
20 502(C). (See Exhibit 9). (See private and public version of listing #220422 collectively
21 attached as Exhibit 92).

22
23 **COUNT 346**

24 **BREACH OF CONTRACT**

1
2 1516. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1515 of
3 Plaintiff's Complaint.

4
5 1517. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 1518. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 1519. On June 20, 2018 through December 13, 2019, Defendants breached their duty
16 when Defendants, through the Supra lockboxes excluded access to the home listed
17 in Plaintiffs listing #220422 to only WMAR members and not all real estate brokers
18 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
19 loss of income and infringing on the duties the Plaintiffs have to supervise all
20 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
21 their clients. (See Exhibit 9). (See private and public version of listing #220422
22 collectively attached as Exhibit 92).

BREACH OF CONTRACT

1520. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1519 of Plaintiff's Complaint.

1521. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1522. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1523. On June 20, 2018 through December 13, 2019, Defendants breached this duty when Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #220422, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to

1 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
2 24-502(B). (See Exhibit 9). (See private and public version of listing #220422
3 collectively attached as Exhibit 92).

4
5 **COUNT 348**

6 **ANTITRUST LAWS**

7
8 1524. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1523 of
9 Plaintiff's Complaint.

10
11 1525. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
16 1526. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with federal and state antitrust laws and the ADRE Rules including the
18 rules that the broker (in this case the Plaintiff) supervises all advertising and that
19 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
20 estate agents and brokers.

21
22 1527. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
23 1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 1528. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 1529. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 1530. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 1531. From June 20, 2018 to December 13, 2019 the Defendants restricted commerce
5 and excluded competition by unlawfully and systematically redacting and excluding
6 and interfering with information in the Plaintiff's advertisements and limiting access to
7 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
8 Plaintiffs had for sale in Plaintiffs listing #220422. As such, Defendants are liable for
9 treble damages under this cause of action. (See private and public version of listing
10 #220422 collectively attached as Exhibit 92).

11
12 **COUNT 349**

13 **FIRST AMENDMENT**

14
15 1532. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1531 of
16 Plaintiff's Complaint.

17
18 1533. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 1534. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 1535. From September 8 , 2019 through December 13, 2019, Defendants acted as a
 5 quasi -government actor and infringed on the Plaintiff's advertising in violation of the
 6 First Amendment of the U.S. Constitution by redacted Plaintiff's contact information
 7 out of Plaintiffs listing #220422, causing Plaintiffs to lose potential buyers causing a
 8 loss of income, placing Plaintiff's real estate brokerage license at risk and infringing
 9 on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 11 advertising contains accurate claims and representations, and fully states (emphasis
 12 added) factual material relating to the information advertised. A salesperson or broker
 13 shall not misrepresent the facts or create misleading impressions." pursuant to
 14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 15 version of listing #220422 collectively attached as Exhibit 92).

16
 17 **COUNT 350**

18 **FIRST AMENDMENT**

19
 20 1536. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1535 of
 21 Plaintiff's Complaint.

22
 23 1537. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1538. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1539. On September 8, 2019 through December 13, 2019, Defendants acted as a quasi
10 -government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
12 excluded access to the home listed in Plaintiffs listing #220422 to only WMAR
13 members and not all real estate brokers and agents licensed in Arizona, causing
14 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
15 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
17 version of listing #220422 collectively attached as Exhibit 92).

18
19 **COUNT 351**

20 **FIRST AMENDMENT**

21
22 1540. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1539 of
23 Plaintiff's Complaint.

1 1541. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1542. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 1543. On September 8, 2019 through December 13, 2019, Defendants acted as a quasi
12 -government actor and infringed on the Plaintiff's advertising in violation of the First
13 Amendment of the U.S. Constitution when Defendants, would not allow information
14 about the Plaintiff's financial interest to be disclosed in listing #220422, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and **fully states** (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C) and a salesperson or broker's duties to disclose a financial interest in a
22 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
23 private and public version of listing #220422 collectively attached as Exhibit 92).

COUNT 352

NEGLEGEANCE

1544. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1543 of Plaintiff's Complaint.

1545. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1546. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1547. From September 8, 2019 through December 13, 2019, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution, state law and administrative code as previously cited.

1548. Defendants breached this duty by redacting Plaintiff's contact information out of Plaintiffs listing #220422.

1 1549. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
2 a loss of income and emotional distress by redacting Plaintiff's contact information out
3 of Plaintiffs listing #220422.

4
5 1550. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
6 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
7 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
8 Plaintiffs has to "ensure that all advertising contains accurate claims and
9 representations, and fully states (emphasis added) factual material relating to the
10 information advertised; and the duties a salesperson or broker has to not misrepresent
11 the facts or create misleading impressions pursuant to Arizona Administrative Code
12 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #220422
13 collectively attached as Exhibit 92).

14
15 1551. The Defendant's actions foreseeably and proximately caused a loss of income
16 and/or potential income and caused emotional distress to the Plaintiffs as well as the
17 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
18 version of listing #220422 collectively attached as Exhibit 92).

19
20 **COUNT 353**

21 **NEGLEGEANCE**

22
23 1552. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1551 of
24 Plaintiff's Complaint.

1
2 1553. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 1554. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 1555. From September 8, 2019 through December 13, 2019, Defendants owed Plaintiffs
13 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
14 of the U.S. Constitution and state law and administrative code as previously cited.

15
16 1556. From September 8, 2019 through December 13, 2019, Defendants breached this
17 duty by infringing on the Plaintiff's advertising in violation of the First Amendment of
18 the U.S. Constitution when Defendants, through the Supra lockboxes by excluding
19 access to the home listed in Plaintiffs listing #220422 to only WMAR members and
20 not all real estate brokers and agents licensed in Arizona,

21
22 1557. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
23 buyers and sellers
24

1 1558. Defendant's breach foreseeably and proximately caused a loss of income and
2 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
3 by excluding access through the Supra Lockboxes to Plaintiffs listing #220422. (See
4 Exhibit 9). (See private and public version of listing #220422 collectively attached as
5 Exhibit 92).

6
7 **COUNT 354**

8 **NEGLEGEENCE**

9
10 1559. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1558 of
11 Plaintiff's Complaint.

12
13 1560. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
15 and access to homes and commercial property through lockboxes (Supra since at
16 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

17
18 1561. Despite anything written to the contrary, Defendants were aware that Plaintiffs
19 must comply with the ADRE Rules including the rules that the broker (in this case the
20 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
21 estate matters and discipline related to real estate agents and brokers.

22
23 1562. On September 8, 2019 through December 13, 2019, Defendants owed Plaintiffs a
24 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of

1 the U.S. Constitution, Arizona state law and Arizona Administrative Code as
2 previously cited.

3
4 1563. Defendants breached this duty by not allowing information about the Plaintiff's
5 financial interest to be disclosed in listing #220422.

6
7 1564. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
8 buyers and sellers

9
10 1565. Defendant's breach foreseeably and proximately caused a loss of income and
11 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
12 by not allowing information about the Plaintiff's financial interest to be disclosed in
13 listing #220422. (See Exhibit 9). (See private and public version of listing #220422
14 collectively attached as Exhibit 92).

15
16 **COUNT 355**

17 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

18
19 1566. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1565 of
20 Plaintiff's Complaint.

21
22 1567. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1568. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1569. From September 8, 2019 through December 13, 2019, there existed a valid
10 contractual relationship between the Plaintiffs and their client for listing #220422
11 and/or a business expectancy. The Defendants had knowledge of this relationship
12 and/or business expectancy. The Defendants intentionally interfered with this contract
13 and/or business expectancy which induced or caused a breach when Defendants
14 redacted Plaintiff's contact information out of Plaintiffs listing #208109, causing
15 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
16 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
17 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
18 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing #220422 collectively
23 attached as Exhibit 92). As such, the Defendants actions were improper.

COUNT 356

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

1570. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1569 of Plaintiff's Complaint.

1571. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1572. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1573. From September 8, 2019 through December 13, 2019, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing #220422 and /or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #220422 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing #220422 collectively attached as Exhibit 92). As such, the
 9 Defendants actions were improper

10

11 **COUNT 357**

12 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

13

14 1574. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1573 of
 15 Plaintiff's Complaint.

16

17 1575. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21

22 1576. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1577. From September 8, 2019 through December 13, 2019, there existed a valid
5 contractual relationship between the Plaintiffs and their client for listing #220422
6 and/or a business expectancy with the client or others. The Defendants had
7 knowledge of this relationship and/or business expectancy. The Defendants
8 intentionally interfered with this contract and/or business expectancy which induced
9 or caused a breach when the Defendants would not allow information about the
10 Plaintiff's financial interest to be disclosed in listing #220422, causing Plaintiffs to lose
11 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
12 license at risk and infringing on the duties the Plaintiffs have to supervise all
13 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
14 Plaintiffs has to "ensure that all advertising contains accurate claims and
15 representations, and fully states (emphasis added) factual material relating to the
16 information advertised. A salesperson or broker shall not misrepresent the facts or
17 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
18 502(C). (See Exhibit 9). (See private and public version of listing #220422 collectively
19 attached as Exhibit 92). As such, the Defendants actions were improper.

20
21 **COUNT 358**

22 **AIDING AND ABETTING TORTIOUS CONDUCT**
23
24

1 1578. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1577 of
2 Plaintiff's Complaint.

3
4 1579. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 1580. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1581. From September 8, 2019 through December 13, 2019, all or some of the
15 Defendants knew that all or some of them were committing an intentional tort when
16 the Defendants redacted Plaintiff's contact information out of Plaintiffs listing #220422.
17 The Defendants knew that this conduct constituted a breach of duty. And the
18 Defendants substantially assisted or encouraged the primary tortfeasor in the
19 achievement of the breach.

20
21 1582. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
22 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
23 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
24 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains

1 accurate claims and representations, and **fully states** (emphasis added) factual
 2 material relating to the information advertised. A salesperson or broker shall not
 3 misrepresent the facts or create misleading impressions.” pursuant to Arizona
 4 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
 5 of listing #220422 collectively attached as Exhibit 92).

7 **COUNT 359**

8 **AIDING AND ABETTING TORTIOUS CONDUCT**

9
 10 1583. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1582 of
 11 Plaintiff’s Complaint.

12
 13 1584. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
 18 1585. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 1586. From September 8, 2019 through December 13, 2019, all or some of the
 24 Defendants knew that all or some of them were committing an intentional tort when

1 the Defendants through the Supra lockboxes excluded access to the home listed in
2 Plaintiffs listing #220422 to only WMAR members and not all real estate brokers and
3 agents licensed in Arizona. The Defendants knew that this conduct constituted a
4 breach of duty. And the Defendants substantially assisted or encouraged the primary
5 tortfeasor in the achievement of the breach.

6
7 1587. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
8 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
9 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
10 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
11 and representations, and **fully states** (emphasis added) factual material relating to the
12 information advertised. A salesperson or broker shall not misrepresent the facts or
13 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
14 502(C). (See Exhibit 9). (See private and public version of listing #220422 collectively
15 attached as Exhibit 92).

16
17 **COUNT 360**

18 **AIDING AND ABETTING TORTIOUS CONDUCT**

19
20 1588. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 269 of
21 Plaintiff's Complaint.

22
23 1589. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1590. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1591. From September 8, 2019 through December 13, 2019, all or some of the
10 Defendants knew that all or some of them were committing an intentional tort when
11 the Defendants would not allow information about the Plaintiff's financial interest to be
12 disclosed in listing #220422. The Defendants knew that this conduct constituted a
13 breach of duty. And the Defendants substantially assisted or encouraged the primary
14 tortfeasor in the achievement of the breach.

15
16 1592. This caused the Plaintiffs to lose potential buyers causing a loss of income,
17 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
18 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
19 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
20 claims and representations, and **fully states** (emphasis added) factual material
21 relating to the information advertised. A salesperson or broker shall not misrepresent
22 the facts or create misleading impressions." pursuant to Arizona Administrative Code
23 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 220422
24 collectively attached as Exhibit 92).

COUNT 361

BREACH OF CONTRACT

1593. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1592 of Plaintiff's Complaint.

1594. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1595. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1596. From June 28, 2018 through November 19, 2020, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #220559, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C). (See Exhibit 9). (See private and public version of listing #220559 collectively
 3 attached as Exhibit 93).

4
 5 **COUNT 362**

6 **BREACH OF CONTRACT**

7
 8 1597. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1596 of
 9 Plaintiff’s Complaint.

10
 11 1598. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 1599. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 1600. On June 28, 2018 through November 19, 2020, Defendants breached their duty
 22 when Defendants, through the Supra lockboxes excluded access to the home listed
 23 in Plaintiffs listing #220559 to only WMAR members and not all real estate brokers
 24 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a

1 loss of income and infringing on the duties the Plaintiffs have to supervise all
 2 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
 3 their clients. (See Exhibit 9). (See private and public version of listing #220559
 4 collectively attached as Exhibit 93).

6 **COUNT 363**

7 **ANTITRUST LAWS**

8
 9 1601. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1600 of
 10 Plaintiff's Complaint.

11
 12 1602. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 1603. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with federal and state antitrust laws and the ADRE Rules including the
 19 rules that the broker (in this case the Plaintiff) supervises all advertising and that
 20 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
 21 estate agents and brokers.

22
 23 1604. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-

24 1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 1605. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 1606. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 1607. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 1608. From June 28, 2018 to November 19, 2020, the Defendants restricted commerce
5 and excluded competition by unlawfully and systematically redacting and excluding
6 and interfering with information in the Plaintiff's advertisements and limiting access to
7 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
8 Plaintiffs had for sale in Plaintiffs listing #220559. As such, Defendants are liable for
9 treble damages under this cause of action. (See private and public version of listing
10 #220559 collectively attached as Exhibit 93).

11
12 **COUNT 364**

13 **FIRST AMENDMENT**

14
15 1609. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1608 of
16 Plaintiff's Complaint.

17
18 1610. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 1611. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1612. From September 8 , 2019 through November 19, 2020, Defendants acted as a
5 quasi -government actor and infringed on the Plaintiff's advertising in violation of the
6 First Amendment of the U.S. Constitution by redacted Plaintiff's contact information
7 out of Plaintiffs listing #220559, causing Plaintiffs to lose potential buyers causing a
8 loss of income, placing Plaintiff's real estate brokerage license at risk and infringing
9 on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona
10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
11 advertising contains accurate claims and representations, and fully states (emphasis
12 added) factual material relating to the information advertised. A salesperson or broker
13 shall not misrepresent the facts or create misleading impressions." pursuant to
14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
15 version of listing #220559 collectively attached as Exhibit 93).

16
17 **COUNT 365**

18 **FIRST AMENDMENT**

19
20 1613. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1612 of
21 Plaintiff's Complaint.

22
23 1614. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1615. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1616. On September 8, 2019 through November 19, 2020, Defendants acted as a quasi
10 -government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
12 excluded access to the home listed in Plaintiffs listing #220559 to only WMAR
13 members and not all real estate brokers and agents licensed in Arizona, causing
14 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
15 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
17 version of listing #220559 collectively attached as Exhibit 93).

18
19 **COUNT 366**

20 **NEGLEGEANCE**

21
22 1617. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1616 of
23 Plaintiff's Complaint.

1 1618. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1619. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 1620. From September 8, 2019 through November 19, 2020, Defendants owed Plaintiffs
12 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
13 of the U.S. Constitution, state law and administrative code as previously cited.

14
15 1621. Defendants breached this duty by redacting Plaintiff's contact information out of
16 Plaintiffs listing #220559.

17
18 1622. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
19 a loss of income and emotional distress by redacting Plaintiff's contact information out
20 of Plaintiffs listing #220559.

21
22 1623. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
23 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
24 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties

1 Plaintiffs has to “ensure that all advertising contains accurate claims and
 2 representations, and **fully states** (emphasis added) factual material relating to the
 3 information advertised; and the duties a salesperson or broker has to not misrepresent
 4 the facts or create misleading impressions pursuant to Arizona Administrative Code
 5 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #220559
 6 collectively attached as Exhibit 93).

7
 8 1624. The Defendant’s actions foreseeably and proximately caused a loss of income
 9 and/or potential income and caused emotional distress to the Plaintiffs as well as the
 10 potential loss of Plaintiff’s real estate license. (See Exhibit 9). (See private and public
 11 version of listing #220559 collectively attached as Exhibit 93).

12
 13 **COUNT 367**

14 **NEGLEGEANCE**

15
 16 1625. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1624 of
 17 Plaintiff’s Complaint.

18
 19 1626. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 21 and access to homes and commercial property through lockboxes (Supra since at
 22 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

1 1627. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 1628. From September 8, 2019 through November 19, 2020, Defendants owed Plaintiffs
7 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
8 of the U.S. Constitution and state law and administrative code as previously cited.

9
10 1629. From September 8, 2019 through November 19, 2020, Defendants breached this
11 duty by infringing on the Plaintiff's advertising in violation of the First Amendment of
12 the U.S. Constitution when Defendants, through the Supra lockboxes by excluding
13 access to the home listed in Plaintiffs listing #220559 to only WMAR members and
14 not all real estate brokers and agents licensed in Arizona,

15
16 1630. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
17 buyers and sellers

18
19 1631. Defendant's breach foreseeably and proximately caused a loss of income and
20 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
21 by excluding access through the Supra Lockboxes to Plaintiffs listing #220559. (See
22 Exhibit 9). (See private and public version of listing #220559 collectively attached as
23 Exhibit 93).

COUNT 368

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

1632. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1631 of Plaintiff's Complaint.

1633. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1634. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1635. From September 8, 2019 through November 19, 2020, there existed a valid contractual relationship between the Plaintiffs and their client for listing #220559 and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #208109, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to

1 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 2 duties Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing #220559 collectively
 7 attached as Exhibit 93). As such, the Defendants actions were improper.

8 9 **COUNT 369**

10 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

11
 12 1636. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1636 of
 13 Plaintiff's Complaint.

14
 15 1637. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
 20 1638. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1639. From September 8, 2019 through November 19, 2020, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing #220559 and /or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #220599 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #220559 collectively attached as Exhibit 93). As such, the Defendants actions were improper

COUNT 370

AIDING AND ABETTING TORTIOUS CONDUCT

1640. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1639 of Plaintiff's Complaint.

1 1641. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1642. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 1643. From September 8, 2019 through November 19, 2020, all or some of the
12 Defendants knew that all or some of them were committing an intentional tort when
13 the Defendants redacted Plaintiff's contact information out of Plaintiffs listing #220559.
14 The Defendants knew that this conduct constituted a breach of duty. And the
15 Defendants substantially assisted or encouraged the primary tortfeasor in the
16 achievement of the breach.

17
18 1644. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
22 accurate claims and representations, and **fully states** (emphasis added) factual
23 material relating to the information advertised. A salesperson or broker shall not
24 misrepresent the facts or create misleading impressions." pursuant to Arizona

1 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
2 of listing #220559 collectively attached as Exhibit 93).

3
4 **COUNT 371**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**

6
7 1645. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1644 of
8 Plaintiff's Complaint.

9
10 1646. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 1647. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 1648. From September 8, 2019 through November 19, 2020, all or some of the
21 Defendants knew that all or some of them were committing an intentional tort when
22 the Defendants through the Supra lockboxes excluded access to the home listed in
23 Plaintiffs listing #220522 to only WMAR members and not all real estate brokers and
24 agents licensed in Arizona. The Defendants knew that this conduct constituted a

1 breach of duty. And the Defendants substantially assisted or encouraged the primary
2 tortfeasor in the achievement of the breach.

3
4 1649. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
8 and representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or
10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
11 502(C). (See Exhibit 9). (See private and public version of listing #220559 collectively
12 attached as Exhibit 93).

13
14 **COUNT 372 through 375**

15 **BREACH OF CONTRACT**

16
17 1650. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1649 of
18 Plaintiff's Complaint.

19
20 1651. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1652. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 1653. On July 24, 2018 through August 27, 2018, Defendants breached their duty when
7 Defendants sent Plaintiffs four emails indicating the Plaintiffs would be fined and/or
8 their files would be audited for HOA Addendums without the authority to do this. These
9 actions infringed upon Plaintiffs relationship with their client and infringed on the duties
10 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
11 R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B)).
12 (See emails and supporting documents collectively attached as Exhibit 94).

13
14 **COUNT 376**

15 **BREACH OF CONTRACT**

16
17 1654. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1653 of
18 Plaintiff's Complaint.

19
20 1655. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1656. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 1657. From September 13, 2018 through October 25, 2018, Defendants breached their
7 duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
8 #221822, causing Plaintiffs to lose potential buyers causing a loss of income, placing
9 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
10 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
11 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
12 and representations, and **fully states** (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C). (See Exhibit 9). (See private and public version of listing #221822 collectively
16 attached as Exhibit 95).

17
18 **COUNT 377**

19 **ANTITRUST LAWS**

20
21 1658. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1657 of
22 Plaintiff's Complaint.

1 1659. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1660. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with federal and state antitrust laws and the ADRE Rules including the
8 rules that the broker (in this case the Plaintiff) supervises all advertising and that
9 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
10 estate agents and brokers.

11
12 1661. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
13 1402 states:

14 "A contract, combination or conspiracy between two or more persons in restraint of , or to
15 monopolize, trade or commerce, any part which is within this state is unlawful."

16
17 1662. A.R.S. 44-1403 further states:

18 "The establishment, maintenance or use of a monopoly or an attempt to establish a
19 monopoly of trade or commerce, any part of which is within this state, by any person for
20 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

21
22 1663. The Defendant's actions also violate federal antitrust laws including the Sherman
23 Act. 15 U.S. Code § 1 states:

1 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
2 states, or with foreign nations, is declared illegal. Every person who shall make any
3 contract or engage in any combination conspiracy hereby declared to be illegal shall be
4 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
5 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
6 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
7 court.”

8
9 1664. 15 U.S. Code § 15(a) further states:

10
11 “...[A]ny person who shall be injured in his business or property by any reason of anything
12 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
13 threefold the damages by him sustained, and the cost of suit, including a reasonable
14 attorney’s fee. The court may award...simple interest on actual damages for the period
15 beginning on the date of service”.

16
17 1665. From September 13, 2018 to October 25, 2018 the Defendants restricted
18 commerce and excluded competition by unlawfully and systematically redacting and
19 excluding and interfering with information in the Plaintiff’s advertisements in Plaintiff’s
20 listing #221822. As such, Defendants are liable for treble damages under this cause
21 of action. (See private and public version of listing #221822 collectively attached as
22 Exhibit 95).

BREACH OF CONTRACT

1666. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1665 of Plaintiff's Complaint.

1667. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1668. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1669. From September 14, 2018 through March 9, 2019, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #221883, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #221883 collectively
2 attached as Exhibit 96).

3
4 **COUNT 379**

5 **BREACH OF CONTRACT**

6
7 1670. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1669 of
8 Plaintiff's Complaint.

9
10 1671. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 1672. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 1673. On September 14, 2018 through March 9, 2019, Defendants breached their duty
21 when Defendants, through the Supra lockboxes excluded access to the home listed
22 in Plaintiffs listing #221883 to only WMAR members and not all real estate brokers
23 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
24 loss of income and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
 2 their clients. (See Exhibit 9). (See private and public version of listing #221883
 3 collectively attached as Exhibit 96).

4
 5 **COUNT 380**

6 **ANTITRUST LAWS**

7
 8 1674. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1673 of
 9 Plaintiff's Complaint.

10
 11 1675. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
 16 1676. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with federal and state antitrust laws and the ADRE Rules including the
 18 rules that the broker (in this case the Plaintiff) supervises all advertising and that
 19 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
 20 estate agents and brokers.

21
 22 1677. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
 23 1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 1678. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 1679. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 1680. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 1681. From September 14, 2018 to March 9, 2019, the Defendants restricted commerce
5 and excluded competition by unlawfully and systematically redacting and excluding
6 and interfering with information in the Plaintiff's advertisements and limiting access to
7 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
8 Plaintiffs had for sale in Plaintiffs listing #221883. As such, Defendants are liable for
9 treble damages under this cause of action. (See private and public version of listing
10 #221883 collectively attached as Exhibit 96).

11
12 **COUNT 381**

13 **BREACH OF CONTRACT**

14
15 1682. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1681 of
16 Plaintiff's Complaint.

17
18 1683. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 1684. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 1685. From October 4, 2018 through February 1, 2019, Defendants breached their duty
 5 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
 6 #222120, causing Plaintiffs to lose potential buyers causing a loss of income, placing
 7 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
 8 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
 9 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
 10 and representations, and **fully states** (emphasis added) factual material relating to the
 11 information advertised. A salesperson or broker shall not misrepresent the facts or
 12 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 13 502(C). (See Exhibit 9). (See private and public version of listing #222120 collectively
 14 attached as Exhibit 97).

15
 16 **COUNT 382**

17 **BREACH OF CONTRACT**

18
 19 1686. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1685 of
 20 Plaintiff's Complaint.

21
 22 1687. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 24

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1688. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1689. On October 4, 2018 through February 1, 2019, Defendants breached their duty
10 when Defendants, through the Supra lockboxes excluded access to the home listed
11 in Plaintiffs listing #222120 to only WMAR members and not all real estate brokers
12 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
13 loss of income and infringing on the duties the Plaintiffs have to supervise all
14 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
15 their clients. (See Exhibit 9). (See private and public version of listing #222120
16 collectively attached as Exhibit 97).

17
18 **COUNT 383**

19 **ANTITRUST LAWS**

20
21 1690. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1689 of
22 Plaintiff's Complaint.

1 1691. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1692. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with federal and state antitrust laws and the ADRE Rules including the
8 rules that the broker (in this case the Plaintiff) supervises all advertising and that
9 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
10 estate agents and brokers.

11
12 1693. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
13 1402 states:
14 "A contract, combination or conspiracy between two or more persons in restraint of , or to
15 monopolize, trade or commerce, any part which is within this state is unlawful."

16
17 1694. A.R.S. 44-1403 further states:
18 "The establishment, maintenance or use of a monopoly or an attempt to establish a
19 monopoly of trade or commerce, any part of which is within this state, by any person for
20 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

21
22 1695. The Defendant's actions also violate federal antitrust laws including the Sherman
23 Act. 15 U.S. Code § 1 states:
24

1 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
2 states, or with foreign nations, is declared illegal. Every person who shall make any
3 contract or engage in any combination conspiracy hereby declared to be illegal shall be
4 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
5 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
6 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
7 court.”

8
9 1696. 15 U.S. Code § 15(a) further states:

10
11 “...[A]ny person who shall be injured in his business or property by any reason of anything
12 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
13 threefold the damages by him sustained, and the cost of suit, including a reasonable
14 attorney’s fee. The court may award...simple interest on actual damages for the period
15 beginning on the date of service”.

16
17 1697. From October 4, 2018 to February 1, 2019, the Defendants restricted commerce
18 and excluded competition by unlawfully and systematically redacting and excluding
19 and interfering with information in the Plaintiff’s advertisements and limiting access to
20 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
21 Plaintiffs had for sale in Plaintiffs listing #222120. As such, Defendants are liable for
22 treble damages under this cause of action. (See private and public version of listing
23 #222120 collectively attached as Exhibit 97).

COUNT 384

BREACH OF CONTRACT

1698. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1697 of Plaintiff's Complaint.

1699. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1700. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1701. From October 22, 2018 through October 30, 2019, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #222259, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C). (See Exhibit 9). (See private and public version of listing #222259 collectively
 3 attached as Exhibit 98).

4
 5 **COUNT 385**

6 **BREACH OF CONTRACT**

7
 8 1702. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1701 of
 9 Plaintiff’s Complaint.

10
 11 1703. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 1704. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 1705. On October 22, 2018 through October 30, 2019, Defendants breached their duty
 22 when Defendants, through the Supra lockboxes excluded access to the home listed
 23 in Plaintiffs listing #222259 to only WMAR members and not all real estate brokers
 24 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a

1 loss of income and infringing on the duties the Plaintiffs have to supervise all
 2 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
 3 their clients. (See Exhibit 9). (See private and public version of listing #222259
 4 collectively attached as Exhibit 98).

5
 6 **COUNT 386**

7 **BREACH OF CONTRACT**

8
 9 1706. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1705 of
 10 Plaintiff's Complaint.

11
 12 1707. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 1708. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 1709. On October 22, 2018 through October 30, 2019, Defendants breached this duty
 23 when Defendants would not allow information about the Plaintiff's financial interest to
 24 be disclosed in listing #222259, placing Plaintiff's real estate brokerage license at risk

1 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
 2 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to “ensure that all
 3 advertising contains accurate claims and representations, and **fully states** (emphasis
 4 added) factual material relating to the information advertised. A salesperson or broker
 5 shall not misrepresent the facts or create misleading impressions.” pursuant to
 6 Arizona Administrative Code R4-24-502(C) and a salesperson or broker’s duties to
 7 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
 8 24-502(B). (See Exhibit 9). (See private and public version of listing #222259
 9 collectively attached as Exhibit 98).

10 11 **COUNT 387**

12 **ANTITRUST LAWS**

13
 14 1710. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1709 of
 15 Plaintiff’s Complaint.

16
 17 1711. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

21
 22 1712. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with federal and state antitrust laws and the ADRE Rules including the
 24 rules that the broker (in this case the Plaintiff) supervises **all advertising** and that

ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1713. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

1714. A.R.S. 44-1403 further states:

"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

1715. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

"Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court."

1 1716. 15 U.S. Code § 15(a) further states:

2
3 “[A]ny person who shall be injured in his business or property by any reason of anything
4 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
5 threefold the damages by him sustained, and the cost of suit, including a reasonable
6 attorney’s fee. The court may award...simple interest on actual damages for the period
7 beginning on the date of service”.

8
9 1717. From October 22, 2018 through October 30, 2019 the Defendants restricted
10 commerce and excluded competition by unlawfully and systematically redacting and
11 excluding and interfering with information in the Plaintiff’s advertisements and limiting
12 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
13 the homes Plaintiffs had for sale in Plaintiffs listing #222259. As such, Defendants
14 are liable for treble damages under this cause of action. (See private and public
15 version of listing #222259 collectively attached as Exhibit 98).

16
17 **COUNT 388**

18 **FIRST AMENDMENT**

19
20 1718. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1717 of
21 Plaintiff’s Complaint.

22
23 1719. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1720. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1721. From September 8 , 2019 through October 30, 2019, Defendants acted as a quasi
10 -government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
12 Plaintiffs listing #222259, causing Plaintiffs to lose potential buyers causing a loss of
13 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
14 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
15 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
16 advertising contains accurate claims and representations, and fully states (emphasis
17 added) factual material relating to the information advertised. A salesperson or broker
18 shall not misrepresent the facts or create misleading impressions." pursuant to
19 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
20 version of listing #222259 collectively attached as Exhibit 98).

21
22 **COUNT 389**

23 **FIRST AMENDMENT**

1722. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1721 of Plaintiff's Complaint.

1723. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1724. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1725. On September 8, 2019 through October 30 2019, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #222259 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #222259 collectively attached as Exhibit 98).

FIRST AMENDMENT

1726. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1725 of Plaintiff's Complaint.

1727. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1728. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1729. On September 8, 2019 through October 30, 2019, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, would not allow information about the Plaintiff's financial interest to be disclosed in listing #222259, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C) and a salesperson or broker’s duties to disclose a financial interest in a
 3 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 4 private and public version of listing #222259 collectively attached as Exhibit 98).

6 **COUNT 391**

7 **NEGLEGEENCE**

8
 9 1730. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1729 of
 10 Plaintiff’s Complaint.

11
 12 1731. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

16
 17 1732. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 1733. From September 8, 2019 through October 30, 2019, Defendants owed Plaintiffs a
 23 duty to not infringe on the Plaintiff’s advertising in violation of the First Amendment of
 24 the U.S. Constitution, state law and administrative code as previously cited.

1
2 1734. Defendants breached this duty by redacting Plaintiff's contact information out of
3 Plaintiffs listing #222259.

4
5 1735. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
6 a loss of income and emotional distress by redacting Plaintiff's contact information out
7 of Plaintiffs listing #222259.

8
9 1736. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
10 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
12 Plaintiffs has to "ensure that all advertising contains accurate claims and
13 representations, and **fully states** (emphasis added) factual material relating to the
14 information advertised; and the duties a salesperson or broker has to not misrepresent
15 the facts or create misleading impressions pursuant to Arizona Administrative Code
16 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #222259
17 collectively attached as Exhibit 98).

18
19 1737. The Defendant's actions foreseeably and proximately caused a loss of income
20 and/or potential income and caused emotional distress to the Plaintiffs as well as the
21 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
22 version of listing #222259 collectively attached as Exhibit 98).

NEGLEGEANCE

1738. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1737 of Plaintiff's Complaint.

1739. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1740. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1741. From September 8, 2019 through October 30, 2019, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution and state law and administrative code as previously cited.

1742. From September 8, 2019 through October 30, 2019, Defendants breached this duty by infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes by excluding access to the home listed in Plaintiffs listing #222259 to only WMAR members and not all real estate brokers and agents licensed in Arizona,

1
2 1743. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
3 buyers and sellers
4

5 1744. Defendant's breach foreseeably and proximately caused a loss of income and
6 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
7 by excluding access through the Supra Lockboxes to Plaintiffs listing #208109. (See
8 Exhibit 9). (See private and public version of listing #222259 collectively attached as
9 Exhibit 98).
10

11 **COUNT 393**

12 **NEGLEGEANCE**
13

14 1745. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1744 of
15 Plaintiff's Complaint.
16

17 1746. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
19 and access to homes and commercial property through lockboxes (Supra since at
20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.
21

22 1747. Despite anything written to the contrary, Defendants were aware that Plaintiffs
23 must comply with the ADRE Rules including the rules that the broker (in this case the
24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1748. On September 8, 2019 through October 30, 2019, Defendants owed Plaintiffs a
5 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
6 the U.S. Constitution, Arizona state law and Arizona Administrative Code as
7 previously cited.

8
9 1749. Defendants breached this duty by not allowing information about the Plaintiff's
10 financial interest to be disclosed in listing #222259.

11
12 1750. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
13 buyers and sellers

14
15 1751. Defendant's breach foreseeably and proximately caused a loss of income and
16 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
17 by not allowing information about the Plaintiff's financial interest to be disclosed in
18 listing #208109. (See Exhibit 9). (See private and public version of listing #222259
19 collectively attached as Exhibit 98).

20
21 **COUNT 394**

22 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
23
24

1 1752. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1751 of
2 Plaintiff's Complaint.

3
4 1753. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 1754. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1755. From September 8, 2019 through October 30, 2019, there existed a valid
15 contractual relationship between the Plaintiffs and their client for listing #222259
16 and/or a business expectancy. The Defendants had knowledge of this relationship
17 and/or business expectancy. The Defendants intentionally interfered with this contract
18 and/or business expectancy which induced or caused a breach when Defendants
19 redacted Plaintiff's contact information out of Plaintiffs listing #208109, causing
20 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
21 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
22 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
23 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
24 representations, and fully states (emphasis added) factual material relating to the

1 information advertised. A salesperson or broker shall not misrepresent the facts or
 2 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 3 502(C). (See Exhibit 9). (See private and public version of listing #222259 collectively
 4 attached as Exhibit 98). As such, the Defendants actions were improper.

6 **COUNT 395**

7 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

8
 9 1756. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1755 of
 10 Plaintiff’s Complaint.

11
 12 1757. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

16
 17 1758. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 1759. From September 8, 2019 through October 30, 2019, there existed a valid
 23 contractual relationship and/or business expectancy between the Plaintiffs and their
 24 client for listing #222259 and/or others. The Defendants had knowledge of this

relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #222259 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #222259 collectively attached as Exhibit 98). As such, the Defendants actions were improper

COUNT 396

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

1760. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1759 of Plaintiff's Complaint.

1761. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1762. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1763. From September 8, 2019 through October 30, 2019, there existed a valid
10 contractual relationship between the Plaintiffs and their client for listing #208109
11 and/or a business expectancy with the client or others. The Defendants had
12 knowledge of this relationship and/or business expectancy. The Defendants
13 intentionally interfered with this contract and/or business expectancy which induced
14 or caused a breach when the Defendants would not allow information about the
15 Plaintiff's financial interest to be disclosed in listing #222259, causing Plaintiffs to lose
16 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
17 license at risk and infringing on the duties the Plaintiffs have to supervise all
18 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
19 Plaintiffs has to "ensure that all advertising contains accurate claims and
20 representations, and fully states (emphasis added) factual material relating to the
21 information advertised. A salesperson or broker shall not misrepresent the facts or
22 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
23 502(C). (See Exhibit 9). (See private and public version of listing #222259 collectively
24 attached as Exhibit 98). As such, the Defendants actions were improper.

COUNT 397

AIDING AND ABETTING TORTIOUS CONDUCT

1764. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1763 of Plaintiff's Complaint.

1765. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1766. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1767. From September 8, 2019 through October 30, 2019, all or some of the Defendants knew that all or some of them were committing an intentional tort when the Defendants redacted Plaintiff's contact information out of Plaintiffs listing #222259. The Defendants knew that this conduct constituted a breach of duty. And the Defendants substantially assisted or encouraged the primary tortfeasor in the achievement of the breach.

1768. This action caused the Plaintiffs to lose potential buyers causing a loss of income, placing the Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #222259 collectively attached as Exhibit 98).

COUNT 398

AIDING AND ABETTING TORTIOUS CONDUCT

1769. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1768 of Plaintiff's Complaint.

1770. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1771. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1772. From September 8, 2019 through October 30, 2019, all or some of the Defendants
5 knew that all or some of them were committing an intentional tort when the Defendants
6 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
7 #222259 to only WMAR members and not all real estate brokers and agents licensed
8 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
9 the Defendants substantially assisted or encouraged the primary tortfeasor in the
10 achievement of the breach.

11
12 1773. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
13 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
14 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
15 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
16 and representations, and fully states (emphasis added) factual material relating to the
17 information advertised. A salesperson or broker shall not misrepresent the facts or
18 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
19 502(C). (See Exhibit 9). (See private and public version of listing #222259 collectively
20 attached as Exhibit 98).

21
22 **COUNT 399**

23 **AIDING AND ABETTING TORTIOUS CONDUCT**

1 1774. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1773 of
2 Plaintiff's Complaint.

3
4 1775. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 1776. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1777. From September 8, 2019 through October 30, 2019, all or some of the Defendants
15 knew that all or some of them were committing an intentional tort when the Defendants
16 would not allow information about the Plaintiff's financial interest to be disclosed in
17 listing #222259. The Defendants knew that this conduct constituted a breach of duty.
18 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
19 achievement of the breach.

20
21 1778. This caused the Plaintiffs to lose potential buyers causing a loss of income,
22 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
23 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
24 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate

claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions.” pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #222259 collectively attached as Exhibit 98).

COUNT 401

BREACH OF CONTRACT

1779. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1778 of Plaintiff’s Complaint.

1780. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

1781. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1782. From February 22, 2019 through March 14, 2019, Defendants breached their duty when Defendants redacted Plaintiff’s contact information out of Plaintiffs listing

#208106, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #223170 collectively attached as Exhibit 99).

COUNT 402

BREACH OF CONTRACT

1783. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1782 of Plaintiff's Complaint.

1784. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1785. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1786. On February 2, 2019 through March 14, 2019, Defendants breached their duty
5 when Defendants, through the Supra lockboxes excluded access to the home listed
6 in Plaintiffs listing #223170 to only WMAR members and not all real estate brokers
7 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
8 loss of income and infringing on the duties the Plaintiffs have to supervise all
9 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
10 their clients. (See Exhibit 9). (See private and public version of listing #223170
11 collectively attached as Exhibit 99).

12
13 **COUNT 403**

14 **ANTITRUST LAWS**

15
16 1787. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 185 of
17 Plaintiff's Complaint.

18
19 1788. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1789. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with federal and state antitrust laws and the ADRE Rules including the
3 rules that the broker (in this case the Plaintiff) supervises all advertising and that
4 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
5 estate agents and brokers.
6

7 1790. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
8 1402 states:

9 "A contract, combination or conspiracy between two or more persons in restraint of , or to
10 monopolize, trade or commerce, any part which is within this state is unlawful."
11

12 1791. A.R.S. 44-1403 further states:

13 "The establishment, maintenance or use of a monopoly or an attempt to establish a
14 monopoly of trade or commerce, any part of which is within this state, by any person for
15 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."
16

17 1792. The Defendant's actions also violate federal antitrust laws including the Sherman
18 Act. 15 U.S. Code § 1 states:

19
20 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
21 states, or with foreign nations, is declared illegal. Every person who shall make any
22 contract or engage in any combination conspiracy hereby declared to be illegal shall be
23 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
24 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by

1 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
2 court.”

3
4 1793. 15 U.S. Code § 15(a) further states:

5
6 “[A]ny person who shall be injured in his business or property by any reason of anything
7 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
8 threefold the damages by him sustained, and the cost of suit, including a reasonable
9 attorney’s fee. The court may award...simple interest on actual damages for the period
10 beginning on the date of service”.

11
12 1794. From February 2, 2019 to March 14, 2019 the Defendants restricted commerce
13 and excluded competition by unlawfully and systematically redacting and excluding
14 and interfering with information in the Plaintiff’s advertisements and limiting access to
15 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
16 Plaintiffs had for sale in Plaintiffs listing #223170. As such, Defendants are liable for
17 treble damages under this cause of action. (See private and public version of listing
18 #223170 collectively attached as Exhibit 99).

19
20 **COUNT 404**

21 **BREACH OF CONTRACT**

22
23 1795. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1794 of
24 Plaintiff’s Complaint.

1
2 1796. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 1797. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 1798. From February 11, 2019 through September 28, 2020, Defendants breached their
13 duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
14 223381, causing Plaintiffs to lose potential buyers causing a loss of income, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and fully states (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C). (See Exhibit 9). (See private and public version of listing #223381 collectively
22 attached as Exhibit 100).

BREACH OF CONTRACT

1799. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1798 of Plaintiff's Complaint.

1800. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1801. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1802. On February 11, 2019 through September 28, 2020, Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #223381 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #223381 collectively attached as Exhibit 100).

COUNT 406

BREACH OF CONTRACT

1803. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1802 of Plaintiff's Complaint.

1804. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1805. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1806. On February 11, 2019 through September 28, 2020, Defendants breached this duty when Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #223381, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

create misleading impressions.” pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker’s duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public version of listing #223381 collectively attached as Exhibit 100).

COUNT 407

ANTITRUST LAWS

1807. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1806 of Plaintiff’s Complaint.

1808. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

1809. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with federal and state antitrust laws and the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1810. The Defendant’s continued actions violate Arizona state antitrust laws. A.R.S. 44-

1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 1811. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 1812. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 1813. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 1814. From September 8, 2017 to January 29, 2018 the Defendants restricted commerce
5 and excluded competition by unlawfully and systematically redacting and excluding
6 and interfering with information in the Plaintiff's advertisements and limiting access to
7 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
8 Plaintiffs had for sale in Plaintiffs listing #223381. As such, Defendants are liable for
9 treble damages under this cause of action. (See private and public version of listing
10 #223381 collectively attached as Exhibit 100).

11
12 **COUNT 408**

13 **FIRST AMENDMENT**

14
15 1815. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1814 of
16 Plaintiff's Complaint.

17
18 1816. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 1817. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 1818. From September 8 , 2019 through September 28, 2020, Defendants acted as a
 5 quasi -government actor and infringed on the Plaintiff's advertising in violation of the
 6 First Amendment of the U.S. Constitution by redacted Plaintiff's contact information
 7 out of Plaintiffs listing #223381, causing Plaintiffs to lose potential buyers causing a
 8 loss of income, placing Plaintiff's real estate brokerage license at risk and infringing
 9 on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 11 advertising contains accurate claims and representations, and fully states (emphasis
 12 added) factual material relating to the information advertised. A salesperson or broker
 13 shall not misrepresent the facts or create misleading impressions." pursuant to
 14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 15 version of listing #223381 collectively attached as Exhibit 100).

16
 17 **COUNT 409**

18 **FIRST AMENDMENT**

19
 20 1819. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1818 of
 21 Plaintiff's Complaint.

22
 23 1820. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1821. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1822. On September 8, 2019 through September 28, 2020, Defendants acted as a quasi
10 -government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
12 excluded access to the home listed in Plaintiffs listing # 223381 to only WMAR
13 members and not all real estate brokers and agents licensed in Arizona, causing
14 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
15 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
17 version of listing #223381 collectively attached as Exhibit 100).

18
19 **COUNT 410**

20 **FIRST AMENDMENT**

21
22 1823. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1822 of
23 Plaintiff's Complaint.

1 1824. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1825. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 1826. On September 8, 2019 through September 28, 2020, Defendants acted as a quasi
12 -government actor and infringed on the Plaintiff's advertising in violation of the First
13 Amendment of the U.S. Constitution when Defendants, would not allow information
14 about the Plaintiff's financial interest to be disclosed in listing #223381, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and **fully states** (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C) and a salesperson or broker's duties to disclose a financial interest in a
22 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
23 private and public version of listing #223381 collectively attached as Exhibit 100).

COUNT 411

NEGLEGEENCE

1827. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1826 of Plaintiff's Complaint.

1828. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1829. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1830. From September 8, 2019 through September 28, 2020, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution, state law and administrative code as previously cited.

1831. Defendants breached this duty by redacting Plaintiff's contact information out of Plaintiffs listing #223381.

1 1832. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
2 a loss of income and emotional distress by redacting Plaintiff's contact information out
3 of Plaintiffs listing #223381.

4
5 1833. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
6 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
7 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
8 Plaintiffs has to "ensure that all advertising contains accurate claims and
9 representations, and fully states (emphasis added) factual material relating to the
10 information advertised; and the duties a salesperson or broker has to not misrepresent
11 the facts or create misleading impressions pursuant to Arizona Administrative Code
12 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #223381
13 collectively attached as Exhibit 100).

14
15 1834. The Defendant's actions foreseeably and proximately caused a loss of income
16 and/or potential income and caused emotional distress to the Plaintiffs as well as the
17 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
18 version of listing # 223381 collectively attached as Exhibit 100).

19
20 **COUNT 412**

21 **NEGLEGENCE**

22
23 1835. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1833 of
24 Plaintiff's Complaint.

1
2 1836. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 1837. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 1838. From September 8, 2019 through September 28, 2020, Defendants owed Plaintiffs
13 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
14 of the U.S. Constitution and state law and administrative code as previously cited.

15
16 1839. From September 8, 2019 through September 28, 2020, Defendants breached this
17 duty by infringing on the Plaintiff's advertising in violation of the First Amendment of
18 the U.S. Constitution when Defendants, through the Supra lockboxes by excluding
19 access to the home listed in Plaintiffs listing # 223381 to only WMAR members and
20 not all real estate brokers and agents licensed in Arizona,

21
22 1840. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
23 buyers and sellers
24

1841. Defendant's breach foreseeably and proximately caused a loss of income and emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license by excluding access through the Supra Lockboxes to Plaintiffs listing #208109. (See Exhibit 9). (See private and public version of listing # 223381 collectively attached as Exhibit 100).

COUNT 413

NEGLEGEENCE

1842. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1841 of Plaintiff's Complaint.

1843. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1844. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1845. On September 8, 2019 through September 28, 2020, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment

1 of the U.S. Constitution, Arizona state law and Arizona Administrative Code as
2 previously cited.

3
4 1846. Defendants breached this duty by not allowing information about the Plaintiff's
5 financial interest to be disclosed in listing # 223381.

6
7 1847. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
8 buyers and sellers

9
10 1848. Defendant's breach foreseeably and proximately caused a loss of income and
11 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
12 by not allowing information about the Plaintiff's financial interest to be disclosed in
13 listing #208109. (See Exhibit 9). (See private and public version of listing # 223381
14 collectively attached as Exhibit 100).

15
16 **COUNT 414**

17 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

18
19 1849. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1848 of
20 Plaintiff's Complaint.

21
22 1850. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1851. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1852. From September 8, 2019 through September 28,, 2020, there existed a valid
10 contractual relationship between the Plaintiffs and their client for listing # 223381
11 and/or a business expectancy. The Defendants had knowledge of this relationship
12 and/or business expectancy. The Defendants intentionally interfered with this contract
13 and/or business expectancy which induced or caused a breach when Defendants
14 redacted Plaintiff's contact information out of Plaintiffs listing # 223381, causing
15 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
16 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
17 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
18 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing # 223381 collectively
23 attached as Exhibit 100). As such, the Defendants actions were improper.

COUNT 415

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

1853. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1852 of Plaintiff's Complaint.

1854. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1855. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1856. From September 8, 2019 through September 28, 2020, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing # 223381 and /or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 223381 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing # 223381 collectively attached as Exhibit 100). As such, the
 9 Defendants actions were improper

11 **COUNT 416**

12 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

13
 14 1857. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1856 of
 15 Plaintiff's Complaint.

16
 17 1858. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
 22 1859. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1860. From September 8, 2019 through September 28, 2020, there existed a valid
5 contractual relationship between the Plaintiffs and their client for listing # 223381
6 and/or a business expectancy with the client or others. The Defendants had
7 knowledge of this relationship and/or business expectancy. The Defendants
8 intentionally interfered with this contract and/or business expectancy which induced
9 or caused a breach when the Defendants would not allow information about the
10 Plaintiff's financial interest to be disclosed in listing # 223381, causing Plaintiffs to lose
11 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
12 license at risk and infringing on the duties the Plaintiffs have to supervise all
13 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
14 Plaintiffs has to "ensure that all advertising contains accurate claims and
15 representations, and fully states (emphasis added) factual material relating to the
16 information advertised. A salesperson or broker shall not misrepresent the facts or
17 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
18 502(C). (See Exhibit 9). (See private and public version of listing # 223381 collectively
19 attached as Exhibit 29). As such, the Defendants actions were improper.

20
21 **COUNT 417**

22 **AIDING AND ABETTING TORTIOUS CONDUCT**
23
24

1 1861. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1860 of
2 Plaintiff's Complaint.

3
4 1862. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 1863. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1864. From September 8, 2019 through September 28, 2020, all or some of the
15 Defendants knew that all or some of them were committing an intentional tort when
16 the Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
17 223381. The Defendants knew that this conduct constituted a breach of duty. And
18 the Defendants substantially assisted or encouraged the primary tortfeasor in the
19 achievement of the breach.

20
21 1865. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
22 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
23 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
24 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains

1 accurate claims and representations, and **fully states** (emphasis added) factual
 2 material relating to the information advertised. A salesperson or broker shall not
 3 misrepresent the facts or create misleading impressions.” pursuant to Arizona
 4 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
 5 of listing # 223381 collectively attached as Exhibit 100).

7 **COUNT 418**

8 **AIDING AND ABETTING TORTIOUS CONDUCT**

9
 10 1866. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1865 of
 11 Plaintiff’s Complaint.

12
 13 1867. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
 18 1868. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 1869. From September 8, 2019 through September 28, 2020, all or some of the
 24 Defendants knew that all or some of them were committing an intentional tort when

1 the Defendants through the Supra lockboxes excluded access to the home listed in
2 Plaintiffs listing # 223381 to only WMAR members and not all real estate brokers and
3 agents licensed in Arizona. The Defendants knew that this conduct constituted a
4 breach of duty. And the Defendants substantially assisted or encouraged the primary
5 tortfeasor in the achievement of the breach.

6
7 1870. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
8 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
9 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
10 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
11 and representations, and **fully states** (emphasis added) factual material relating to the
12 information advertised. A salesperson or broker shall not misrepresent the facts or
13 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
14 502(C). (See Exhibit 9). (See private and public version of listing # 223381 collectively
15 attached as Exhibit 100).

16
17 **COUNT 419**

18 **AIDING AND ABETTING TORTIOUS CONDUCT**

19
20 1871. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1870 of
21 Plaintiff's Complaint.

22
23 1872. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1873. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1874. From September 8, 2019 through September 28, 2020, all or some of the
10 Defendants knew that all or some of them were committing an intentional tort when
11 the Defendants would not allow information about the Plaintiff's financial interest to be
12 disclosed in listing # 223381. The Defendants knew that this conduct constituted a
13 breach of duty. And the Defendants substantially assisted or encouraged the primary
14 tortfeasor in the achievement of the breach.

15
16 1875. This caused the Plaintiffs to lose potential buyers causing a loss of income,
17 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
18 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
19 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
20 claims and representations, and fully states (emphasis added) factual material
21 relating to the information advertised. A salesperson or broker shall not misrepresent
22 the facts or create misleading impressions." pursuant to Arizona Administrative Code
23 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 223381
24 collectively attached as Exhibit 100).

COUNT 420

BREACH OF CONTRACT

1876. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1875 of Plaintiff's Complaint.

1877. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1878. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1879. From February 22, 2019 through September 16, 2019, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 223645, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
2 502(C). (See Exhibit 9). (See private and public version of listing # 223645 collectively
3 attached as Exhibit 101).

4
5 **COUNT 421**

6 **BREACH OF CONTRACT**

7
8 1880. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1879 of
9 Plaintiff’s Complaint.

10
11 1881. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
16 1882. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 1883. On February 22, 2019 through September 16, 2019, Defendants breached their
22 duty when Defendants, through the Supra lockboxes excluded access to the home
23 listed in Plaintiffs listing # 223645 to only WMAR members and not all real estate
24 brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers

1 causing a loss of income and infringing on the duties the Plaintiffs have to supervise
2 all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties
3 to their clients. (See Exhibit 9). (See private and public version of listing # 223645
4 collectively attached as Exhibit 101).

5
6 **COUNT 422**

7 **BREACH OF CONTRACT**

8
9 1884. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1883 of
10 Plaintiff's Complaint.

11
12 1885. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
14 and access to homes and commercial property through lockboxes (Supra since at
15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
17 1886. Despite anything written to the contrary, Defendants were aware that Plaintiffs
18 must comply with the ADRE Rules including the rules that the broker (in this case the
19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
20 estate matters and discipline related to real estate agents and brokers.

21
22 1887. On February 22, 2019 through September 16, 2019, Defendants breached this
23 duty when Defendants would not allow information about the Plaintiff's financial
24 interest to be disclosed in listing # 223645, placing Plaintiff's real estate brokerage

1 license at risk and infringing on the duties the Plaintiffs have to supervise all
 2 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 3 Plaintiffs has to “ensure that all advertising contains accurate claims and
 4 representations, and **fully states** (emphasis added) factual material relating to the
 5 information advertised. A salesperson or broker shall not misrepresent the facts or
 6 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 7 502(C) and a salesperson or broker’s duties to disclose a financial interest in a
 8 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 9 private and public version of listing # 223645 collectively attached as Exhibit 101).

11 **COUNT 423**

12 **ANTITRUST LAWS**

13
 14 1888. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1887 of
 15 Plaintiff’s Complaint.

16
 17 1889. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

21
 22 1890. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with federal and state antitrust laws and the ADRE Rules including the
 24 rules that the broker (in this case the Plaintiff) supervises **all advertising** and that

ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1891. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

1892. A.R.S. 44-1403 further states:

"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

1893. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

"Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court."

1894. 15 U.S. Code § 15(a) further states:

“...[A]ny person who shall be injured in his business or property by any reason of anything forbidden in the antitrust laws may sue therefor in any district court...and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney’s fee. The court may award...simple interest on actual damages for the period beginning on the date of service”.

1895. From February 22, 2019 to September 16, 2019 the Defendants restricted commerce and excluded competition by unlawfully and systematically redacting and excluding and interfering with information in the Plaintiff’s advertisements and limiting access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes Plaintiffs had for sale in Plaintiffs listing # 223645. As such, Defendants are liable for treble damages under this cause of action. (See private and public version of listing # 223645 collectively attached as Exhibit 101).

COUNT 424

FIRST AMENDMENT

1896. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1895 of Plaintiff’s Complaint.

1897. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1898. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1899. From September 8 , 2019 through September 16, 2019, Defendants acted as a
10 quasi -government actor and infringed on the Plaintiff's advertising in violation of the
11 First Amendment of the U.S. Constitution by redacted Plaintiff's contact information
12 out of Plaintiffs listing # 223645, causing Plaintiffs to lose potential buyers causing a
13 loss of income, placing Plaintiff's real estate brokerage license at risk and infringing
14 on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona
15 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
16 advertising contains accurate claims and representations, and fully states (emphasis
17 added) factual material relating to the information advertised. A salesperson or broker
18 shall not misrepresent the facts or create misleading impressions." pursuant to
19 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
20 version of listing # 223645 collectively attached as Exhibit 101).

21
22 **COUNT 425**

23 **FIRST AMENDMENT**

1 1900. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1899 of
2 Plaintiff's Complaint.

3
4 1901. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 1902. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1903. On September 8, 2019 through September 16, 2019, Defendants acted as a quasi
15 -government actor and infringed on the Plaintiff's advertising in violation of the First
16 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
17 excluded access to the home listed in Plaintiffs listing # 223645 to only WMAR
18 members and not all real estate brokers and agents licensed in Arizona, causing
19 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
22 version of listing # 223645 collectively attached as Exhibit 101).

FIRST AMENDMENT

1904. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1903 of Plaintiff's Complaint.

1905. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1906. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1907. On September 8, 2019 through September 16, 2019, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, would not allow information about the Plaintiff's financial interest to be disclosed in listing # 223645, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C) and a salesperson or broker’s duties to disclose a financial interest in a
 3 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 4 private and public version of listing # 223645 collectively attached as Exhibit 101).

5
 6 **COUNT 427**

7 **NEGLEGEANCE**

8
 9 1908. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1907 of
 10 Plaintiff’s Complaint.

11
 12 1909. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

16
 17 1910. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 1911. From September 8, 2019 through September 16, 2019, Defendants owed Plaintiffs
 23 a duty to not infringe on the Plaintiff’s advertising in violation of the First Amendment
 24 of the U.S. Constitution, state law and administrative code as previously cited.

1
2 1912. Defendants breached this duty by redacting Plaintiff's contact information out of
3 Plaintiffs listing # 223645.

4
5 1913. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
6 a loss of income and emotional distress by redacting Plaintiff's contact information out
7 of Plaintiffs listing # 223645.

8
9 1914. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
10 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
12 Plaintiffs has to "ensure that all advertising contains accurate claims and
13 representations, and **fully states** (emphasis added) factual material relating to the
14 information advertised; and the duties a salesperson or broker has to not misrepresent
15 the facts or create misleading impressions pursuant to Arizona Administrative Code
16 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 223645
17 collectively attached as Exhibit 101).

18
19 1915. The Defendant's actions foreseeably and proximately caused a loss of income
20 and/or potential income and caused emotional distress to the Plaintiffs as well as the
21 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
22 version of listing # 223645 collectively attached as Exhibit 101).

NEGLEGEANCE

1916. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1915 of Plaintiff's Complaint.

1917. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1918. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1919. From September 8, 2019 through September 16, 2019, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution and state law and administrative code as previously cited.

1920. From September 8, 2019 through September 14, 2019, Defendants breached this duty by infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes by excluding access to the home listed in Plaintiffs listing # 223645 to only WMAR members and not all real estate brokers and agents licensed in Arizona,

1
2 1921. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
3 buyers and sellers
4

5 1922. Defendant's breach foreseeably and proximately caused a loss of income and
6 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
7 by excluding access through the Supra Lockboxes to Plaintiffs listing #223645. (See
8 Exhibit 9). (See private and public version of listing # 223645 collectively attached as
9 Exhibit 101).
10

11 **COUNT 429**

12 **NEGLEGEANCE**
13

14 1923. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1922 of
15 Plaintiff's Complaint.
16

17 1924. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
19 and access to homes and commercial property through lockboxes (Supra since at
20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.
21

22 1925. Despite anything written to the contrary, Defendants were aware that Plaintiffs
23 must comply with the ADRE Rules including the rules that the broker (in this case the
24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1926. On September 8, 2019 through September 16, 2019, Defendants owed Plaintiffs
5 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
6 of the U.S. Constitution, Arizona state law and Arizona Administrative Code as
7 previously cited.

8
9 1927. Defendants breached this duty by not allowing information about the Plaintiff's
10 financial interest to be disclosed in listing # 223645.

11
12 1928. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
13 buyers and sellers

14
15 1929. Defendant's breach foreseeably and proximately caused a loss of income and
16 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
17 by not allowing information about the Plaintiff's financial interest to be disclosed in
18 listing # 223645. (See Exhibit 9). (See private and public version of listing # 223645
19 collectively attached as Exhibit 101).

20
21 **COUNT 430**

22 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
23
24

1 1930. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1929 of
2 Plaintiff's Complaint.

3
4 1931. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 1932. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1933. From September 8, 2019 through September 16, 2019, there existed a valid
15 contractual relationship between the Plaintiffs and their client for listing # 223645
16 and/or a business expectancy. The Defendants had knowledge of this relationship
17 and/or business expectancy. The Defendants intentionally interfered with this contract
18 and/or business expectancy which induced or caused a breach when Defendants
19 redacted Plaintiff's contact information out of Plaintiffs listing # 223645, causing
20 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
21 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
22 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
23 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
24 representations, and fully states (emphasis added) factual material relating to the

1 information advertised. A salesperson or broker shall not misrepresent the facts or
 2 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 3 502(C). (See Exhibit 9). (See private and public version of listing # 223645 collectively
 4 attached as Exhibit 101). As such, the Defendants actions were improper.

6 **COUNT 431**

7 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

8
 9 1934. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1933 of
 10 Plaintiff’s Complaint.

11
 12 1935. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

16
 17 1936. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 1937. From September 8, 2019 through September 16, 2019, there existed a valid
 23 contractual relationship and/or business expectancy between the Plaintiffs and their
 24 client for listing # 223645 and/or others. The Defendants had knowledge of this

relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 223645 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 223645 collectively attached as Exhibit 101). As such, the Defendants actions were improper

COUNT 432

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

1938. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1937 of Plaintiff's Complaint.

1939. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 1940. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 1941. From September 8, 2019 through September 16, 2019, there existed a valid
10 contractual relationship between the Plaintiffs and their client for listing # 223645
11 and/or a business expectancy with the client or others. The Defendants had
12 knowledge of this relationship and/or business expectancy. The Defendants
13 intentionally interfered with this contract and/or business expectancy which induced
14 or caused a breach when the Defendants would not allow information about the
15 Plaintiff's financial interest to be disclosed in listing # 223645, causing Plaintiffs to lose
16 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
17 license at risk and infringing on the duties the Plaintiffs have to supervise all
18 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
19 Plaintiffs has to "ensure that all advertising contains accurate claims and
20 representations, and **fully states** (emphasis added) factual material relating to the
21 information advertised. A salesperson or broker shall not misrepresent the facts or
22 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
23 502(C). (See Exhibit 9). (See private and public version of listing # 223645 collectively
24 attached as Exhibit 101). As such, the Defendants actions were improper.

COUNT 433

AIDING AND ABETTING TORTIOUS CONDUCT

1942. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1941 of Plaintiff's Complaint.

1943. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1944. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1945. From September 8, 2019 through September 16, 2020, all or some of the Defendants knew that all or some of them were committing an intentional tort when the Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 223645. The Defendants knew that this conduct constituted a breach of duty. And the Defendants substantially assisted or encouraged the primary tortfeasor in the achievement of the breach.

1946. This action caused the Plaintiffs to lose potential buyers causing a loss of income, placing the Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 223645 collectively attached as Exhibit 101).

COUNT 434

AIDING AND ABETTING TORTIOUS CONDUCT

1947. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1946 of Plaintiff's Complaint.

1948. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1949. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1950. From September 8, 2019 through September 16, 2019, all or some of the
5 Defendants knew that all or some of them were committing an intentional tort when
6 the Defendants through the Supra lockboxes excluded access to the home listed in
7 Plaintiffs listing # 223645 to only WMAR members and not all real estate brokers and
8 agents licensed in Arizona. The Defendants knew that this conduct constituted a
9 breach of duty. And the Defendants substantially assisted or encouraged the primary
10 tortfeasor in the achievement of the breach.

11
12 1951. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
13 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
14 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
15 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
16 and representations, and fully states (emphasis added) factual material relating to the
17 information advertised. A salesperson or broker shall not misrepresent the facts or
18 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
19 502(C). (See Exhibit 9). (See private and public version of listing # 223645 collectively
20 attached as Exhibit 101).

21
22 **COUNT 435**

23 **AIDING AND ABETTING TORTIOUS CONDUCT**

1 1952. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1951 of
2 Plaintiff's Complaint.

3
4 1953. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 1954. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 1955. From September 8, 2019 through September 16, 2019, all or some of the
15 Defendants knew that all or some of them were committing an intentional tort when
16 the Defendants would not allow information about the Plaintiff's financial interest to be
17 disclosed in listing # 223645. The Defendants knew that this conduct constituted a
18 breach of duty. And the Defendants substantially assisted or encouraged the primary
19 tortfeasor in the achievement of the breach.

20
21 1956. This caused the Plaintiffs to lose potential buyers causing a loss of income,
22 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
23 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
24 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate

claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions.” pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 223645 collectively attached as Exhibit 101).

COUNT 436

BREACH OF CONTRACT

1957. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1956 of Plaintiff’s Complaint.

1958. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

1959. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1960. From March 28, 2019 through October 2, 2019, Defendants breached their duty when Defendants redacted Plaintiff’s contact information out of Plaintiffs listing #

224088, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 224088 collectively attached as Exhibit 102).

COUNT 437

BREACH OF CONTRACT

1961. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1960 of Plaintiff's Complaint.

1962. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1963. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 1964. On March 28, 2019 through October 2, 2019, Defendants breached their duty
5 when Defendants, through the Supra lockboxes excluded access to the home listed
6 in Plaintiffs listing # 224088 to only WMAR members and not all real estate brokers
7 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
8 loss of income and infringing on the duties the Plaintiffs have to supervise all
9 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
10 their clients. (See Exhibit 9). (See private and public version of listing # 224088
11 collectively attached as Exhibit 102).

12
13 **COUNT 438**

14 **BREACH OF CONTRACT**

15
16 1965. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1964 of
17 Plaintiff's Complaint.

18
19 1966. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 1967. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 1968. On March 28, 2019 through October 2, 2019, Defendants breached this duty when
7 Defendants would not allow information about the Plaintiff's financial interest to be
8 disclosed in listing # 224088, placing Plaintiff's real estate brokerage license at risk
9 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
10 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
11 advertising contains accurate claims and representations, and fully states (emphasis
12 added) factual material relating to the information advertised. A salesperson or broker
13 shall not misrepresent the facts or create misleading impressions." pursuant to
14 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
15 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
16 24-502(B). (See Exhibit 9). (See private and public version of listing # 224088
17 collectively attached as Exhibit 102).

18
19 **COUNT 439**

20 **ANTITRUST LAWS**

21
22 1969. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1968 of
23 Plaintiff's Complaint.
24

1 1970. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 1971. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with federal and state antitrust laws and the ADRE Rules including the
8 rules that the broker (in this case the Plaintiff) supervises all advertising and that
9 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
10 estate agents and brokers.

11
12 1972. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
13 1402 states:

14 "A contract, combination or conspiracy between two or more persons in restraint of , or to
15 monopolize, trade or commerce, any part which is within this state is unlawful."

16
17 1973. A.R.S. 44-1403 further states:

18 "The establishment, maintenance or use of a monopoly or an attempt to establish a
19 monopoly of trade or commerce, any part of which is within this state, by any person for
20 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

21
22 1974. The Defendant's actions also violate federal antitrust laws including the Sherman
23 Act. 15 U.S. Code § 1 states:

1 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
2 states, or with foreign nations, is declared illegal. Every person who shall make any
3 contract or engage in any combination conspiracy hereby declared to be illegal shall be
4 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
5 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
6 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
7 court.”

8
9 1975. 15 U.S. Code § 15(a) further states:

10
11 “...[A]ny person who shall be injured in his business or property by any reason of anything
12 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
13 threefold the damages by him sustained, and the cost of suit, including a reasonable
14 attorney’s fee. The court may award...simple interest on actual damages for the period
15 beginning on the date of service”.

16
17 1976. From March 28, 2019 to October 2, 2019 the Defendants restricted commerce and
18 excluded competition by unlawfully and systematically redacting and excluding and
19 interfering with information in the Plaintiff’s advertisements and limiting access to
20 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
21 Plaintiffs had for sale in Plaintiffs listing # 224088. As such, Defendants are liable for
22 treble damages under this cause of action. (See private and public version of listing
23 # 224088 collectively attached as Exhibit 102).

COUNT 440

FIRST AMENDMENT

1977. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1976 of Plaintiff's Complaint.

1978. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1979. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1980. From September 8 , 2019 through October 2, 2019, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing # 224088, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing # 224088 collectively attached as Exhibit 102).

5
 6 **COUNT 441**

7 **FIRST AMENDMENT**

8
 9 1981. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1980 of
 10 Plaintiff's Complaint.

11
 12 1982. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 1983. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 1984. On September 8, 2019 through October 2, 2019, Defendants acted as a quasi -
 23 government actor and infringed on the Plaintiff's advertising in violation of the First
 24 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes

1 excluded access to the home listed in Plaintiffs listing # 224088 to only WMAR
 2 members and not all real estate brokers and agents licensed in Arizona, causing
 3 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 4 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 5 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 6 version of listing # 224088 collectively attached as Exhibit 102).

7
 8 **COUNT 442**

9 **FIRST AMENDMENT**

10
 11 1985. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1984 of
 12 Plaintiff's Complaint.

13
 14 1986. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 1987. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 1988. On September 8, 2019 through October 2, 2019, Defendants acted as a quasi -
 2 government actor and infringed on the Plaintiff's advertising in violation of the First
 3 Amendment of the U.S. Constitution when Defendants, would not allow information
 4 about the Plaintiff's financial interest to be disclosed in listing # 224088, placing
 5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
 6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
 7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
 8 and representations, and **fully states** (emphasis added) factual material relating to the
 9 information advertised. A salesperson or broker shall not misrepresent the facts or
 10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 11 502(C) and a salesperson or broker's duties to disclose a financial interest in a
 12 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 13 private and public version of listing # 224088 collectively attached as Exhibit 102).

14
 15 **COUNT 443**

16 **NEGLEGE**

17
 18 1989. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1988 of
 19 Plaintiff's Complaint.

20
 21 1990. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 23 and access to homes and commercial property through lockboxes (Supra since at
 24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 1991. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 1992. From September 8, 2019 through October 2, 2019, Defendants owed Plaintiffs a
8 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
9 the U.S. Constitution, state law and administrative code as previously cited.

10
11 1993. Defendants breached this duty by redacting Plaintiff's contact information out of
12 Plaintiffs listing # 224088.

13
14 1994. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
15 a loss of income and emotional distress by redacting Plaintiff's contact information out
16 of Plaintiffs listing # 224088.

17
18 1995. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
19 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
20 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
21 Plaintiffs has to "ensure that all advertising contains accurate claims and
22 representations, and fully states (emphasis added) factual material relating to the
23 information advertised; and the duties a salesperson or broker has to not misrepresent
24 the facts or create misleading impressions pursuant to Arizona Administrative Code

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 224088
2 collectively attached as Exhibit 102).

3
4 1996. The Defendant's actions foreseeably and proximately caused a loss of income
5 and/or potential income and caused emotional distress to the Plaintiffs as well as the
6 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
7 version of listing # 224088 collectively attached as Exhibit 102).

8
9 **COUNT 444**

10 **NEGLEGEANCE**

11
12 1997. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1996 of
13 Plaintiff's Complaint.

14
15 1998. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 1999. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

1 2000. From September 8, 2019 through October 2, 2019, Defendants owed Plaintiffs a
2 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
3 the U.S. Constitution and state law and administrative code as previously cited.

4
5 2001. From September 8, 2019 through October 2, 2019, Defendants breached this duty
6 by infringing on the Plaintiff's advertising in violation of the First Amendment of the
7 U.S. Constitution when Defendants, through the Supra lockboxes by excluding access
8 to the home listed in Plaintiffs listing # 224088 to only WMAR members and not all
9 real estate brokers and agents licensed in Arizona,

10
11 2002. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
12 buyers and sellers

13
14 2003. Defendant's breach foreseeably and proximately caused a loss of income and
15 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
16 by excluding access through the Supra Lockboxes to Plaintiffs listing # 224088. (See
17 Exhibit 9). (See private and public version of listing # 224088 collectively attached as
18 Exhibit 102).

19
20 **COUNT 445**

21 **NEGLEGEANCE**

22
23 2004. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2003 of
24 Plaintiff's Complaint.

1
2 2005. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2006. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 2007. On September 8, 2019 through October 2, 2019, Defendants owed Plaintiffs a duty
13 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
14 U.S. Constitution, Arizona state law and Arizona Administrative Code as previously
15 cited.

16
17 2008. Defendants breached this duty by not allowing information about the Plaintiff's
18 financial interest to be disclosed in listing # 224088.

19
20 2009. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
21 buyers and sellers

22
23 2010. Defendant's breach foreseeably and proximately caused a loss of income and
24 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license

1 by not allowing information about the Plaintiff's financial interest to be disclosed in
2 listing # 224088. (See Exhibit 9). (See private and public version of listing # 224088
3 collectively attached as Exhibit 101).

4
5 **COUNT 446**

6 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

7
8 2011. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2010 of
9 Plaintiff's Complaint.

10
11 2012. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
16 2013. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 2014. From September 8, 2019 through October 2, 2019, there existed a valid
22 contractual relationship between the Plaintiffs and their client for listing # 224088
23 and/or a business expectancy. The Defendants had knowledge of this relationship
24 and/or business expectancy. The Defendants intentionally interfered with this contract

1 and/or business expectancy which induced or caused a breach when Defendants
 2 redacted Plaintiff's contact information out of Plaintiffs listing # 224088, causing
 3 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
 4 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
 5 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 6 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
 7 representations, and **fully states** (emphasis added) factual material relating to the
 8 information advertised. A salesperson or broker shall not misrepresent the facts or
 9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 10 502(C). (See Exhibit 9). (See private and public version of listing # 224088 collectively
 11 attached as Exhibit 102). As such, the Defendants actions were improper.

12 13 **COUNT 447**

14 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

15
16 2015. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2014 of
 17 Plaintiff's Complaint.

18
19 2016. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 21 and access to homes and commercial property through lockboxes (Supra since at
 22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2017. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2018. From September 8, 2019 through October 2, 2019, there existed a valid
7 contractual relationship and/or business expectancy between the Plaintiffs and their
8 client for listing # 224088 and/or others. The Defendants had knowledge of this
9 relationship and/or business expectancy. The Defendants intentionally interfered with
10 this contract and or business expectancy which induced or caused a breach when the
11 Defendants through the Supra lockboxes excluded access to the home listed in
12 Plaintiffs listing # 224088 to only WMAR members and not all real estate brokers and
13 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
14 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
15 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
16 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
17 advertising contains accurate claims and representations, and **fully states** (emphasis
18 added) factual material relating to the information advertised. A salesperson or broker
19 shall not misrepresent the facts or create misleading impressions." pursuant to
20 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
21 version of listing # 224088 collectively attached as Exhibit 102). As such, the
22 Defendants actions were improper

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2019. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2018 of Plaintiff's Complaint.

2020. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2021. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2022. From September 8, 2019 through October 2, 2019, there existed a valid contractual relationship between the Plaintiffs and their client for listing # 224088 and/or a business expectancy with the client or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when the Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing # 224088, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 2 Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing # 224088 collectively
 7 attached as Exhibit 102). As such, the Defendants actions were improper.

9 **COUNT 449**

10 **AIDING AND ABETTING TORTIOUS CONDUCT**

11
 12 2023. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2022 of
 13 Plaintiff's Complaint.

14
 15 2024. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
 20 2025. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1 2026. From September 8, 2019 through October 2, 2019, all or some of the Defendants
2 knew that all or some of them were committing an intentional tort when the Defendants
3 redacted Plaintiff's contact information out of Plaintiffs listing # 224088. The
4 Defendants knew that this conduct constituted a breach of duty. And the Defendants
5 substantially assisted or encouraged the primary tortfeasor in the achievement of the
6 breach.

7
8 2027. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
9 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
10 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
11 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
12 accurate claims and representations, and **fully states** (emphasis added) factual
13 material relating to the information advertised. A salesperson or broker shall not
14 misrepresent the facts or create misleading impressions." pursuant to Arizona
15 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
16 of listing # 224088 collectively attached as Exhibit 102).

17
18 **COUNT 450**

19 **AIDING AND ABETTING TORTIOUS CONDUCT**

20
21 2028. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2027 of
22 Plaintiff's Complaint.

1 2029. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2030. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2031. From September 8, 2019 through October 2, 2019, all or some of the Defendants
12 knew that all or some of them were committing an intentional tort when the Defendants
13 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
14 224088 to only WMAR members and not all real estate brokers and agents licensed
15 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
16 the Defendants substantially assisted or encouraged the primary tortfeasor in the
17 achievement of the breach.

18
19 2032. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
20 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
21 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
22 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
23 and representations, and **fully states** (emphasis added) factual material relating to the
24 information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C). (See Exhibit 9). (See private and public version of listing # 224088 collectively
 3 attached as Exhibit 102).

4
 5 **COUNT 451**

6 **AIDING AND ABETTING TORTIOUS CONDUCT**

7
 8 2033. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2032 of
 9 Plaintiff’s Complaint.

10
 11 2034. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 2035. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 2036. From September 8, 2019 through October 2, 2019, all or some of the Defendants
 22 knew that all or some of them were committing an intentional tort when the Defendants
 23 would not allow information about the Plaintiff’s financial interest to be disclosed in
 24 listing # 224088. The Defendants knew that this conduct constituted a breach of duty.

1 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 2037. This caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
6 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
8 claims and representations, and fully states (emphasis added) factual material
9 relating to the information advertised. A salesperson or broker shall not misrepresent
10 the facts or create misleading impressions." pursuant to Arizona Administrative Code
11 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 224088
12 collectively attached as Exhibit 102).

13
14 **COUNT 452**

15 **BREACH OF CONTRACT**

16
17 2038. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2037 of
18 Plaintiff's Complaint.

19
20 2039. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2040. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2041. From April 12, 2019 through January 29, 2021, Defendants breached their duty
7 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
8 224132, causing Plaintiffs to lose potential buyers causing a loss of income, placing
9 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
10 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
11 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
12 and representations, and fully states (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C). (See Exhibit 9). (See private and public version of listing # 224132 collectively
16 attached as Exhibit 103).

17
18 **COUNT 453**

19 **BREACH OF CONTRACT**

20
21 2042. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2041 of
22 Plaintiff's Complaint.

1 2043. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2044. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2045. On April 12, 2019 through January 29, 2021, Defendants breached their duty when
12 Defendants, through the Supra lockboxes excluded access to the home listed in
13 Plaintiffs listing # 224132 to only WMAR members and not all real estate brokers and
14 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
15 of income and infringing on the duties the Plaintiffs have to supervise all advertising
16 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
17 (See Exhibit 9). (See private and public version of listing # 224132 collectively
18 attached as Exhibit 103).

19
20 **COUNT 454**

21 **ANTITRUST LAWS**

22
23 2046. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2045 of
24 Plaintiff's Complaint.

1
2 2047. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2048. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 2049. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 2050. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 2051. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 2052. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 2053. From April 12, 2019 to January 29, 2021 the Defendants restricted commerce and
19 excluded competition by unlawfully and systematically redacting and excluding and
20 interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing # 224132. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 # 224132 collectively attached as Exhibit 103).

COUNT 455

FIRST AMENDMENT

2054. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2053 of Plaintiff's Complaint.

2055. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2056. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2057. From September 8 , 2019 through January 29, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing # 224132, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing # 224132 collectively attached as Exhibit 103).

5
 6 **COUNT 456**

7 **FIRST AMENDMENT**

8
 9 2058. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2057 of
 10 Plaintiff's Complaint.

11
 12 2059. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 2060. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 2061. On September 8, 2019 through January 29, 2021, Defendants acted as a quasi -
 23 government actor and infringed on the Plaintiff's advertising in violation of the First
 24 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes

1 excluded access to the home listed in Plaintiffs listing # 224132 to only WMAR
 2 members and not all real estate brokers and agents licensed in Arizona, causing
 3 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 4 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 5 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 6 version of listing # 224132 collectively attached as Exhibit 103).

7
 8 **COUNT 457**

9 **NEGLEGENCE**

10
 11 2062. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2061 of
 12 Plaintiff's Complaint.

13
 14 2063. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 2064. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 2065. From September 8, 2019 through October 2, 2019, Defendants owed Plaintiffs a
2 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
3 the U.S. Constitution, state law and administrative code as previously cited.

4
5 2066. Defendants breached this duty by redacting Plaintiff's contact information out of
6 Plaintiffs listing # 224132.

7
8 2067. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
9 a loss of income and emotional distress by redacting Plaintiff's contact information out
10 of Plaintiffs listing # 224132.

11
12 2068. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
13 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
14 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
15 Plaintiffs has to "ensure that all advertising contains accurate claims and
16 representations, and **fully states** (emphasis added) factual material relating to the
17 information advertised; and the duties a salesperson or broker has to not misrepresent
18 the facts or create misleading impressions pursuant to Arizona Administrative Code
19 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 224132
20 collectively attached as Exhibit 103).

21
22 2069. The Defendant's actions foreseeably and proximately caused a loss of income
23 and/or potential income and caused emotional distress to the Plaintiffs as well as the
24

1 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
2 version of listing # 224132 collectively attached as Exhibit 103).

3
4 **COUNT 458**

5 **NEGLEGENCE**

6
7 2070. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2069 of
8 Plaintiff's Complaint.

9
10 2071. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2072. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2073. From September 8, 2019 through January 29, 2021 Defendants owed Plaintiffs a
21 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
22 the U.S. Constitution and state law and administrative code as previously cited.

1 2074. From September 8, 2019 through January 29, 2021, Defendants breached this
2 duty by infringing on the Plaintiff's advertising in violation of the First Amendment of
3 the U.S. Constitution when Defendants, through the Supra lockboxes by excluding
4 access to the home listed in Plaintiffs listing # 224132 to only WMAR members and
5 not all real estate brokers and agents licensed in Arizona,

6
7 2075. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
8 buyers and sellers

9
10 2076. Defendant's breach foreseeably and proximately caused a loss of income and
11 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
12 by excluding access through the Supra Lockboxes to Plaintiffs listing # 224088. (See
13 Exhibit 9). (See private and public version of listing # 224132 collectively attached as
14 Exhibit 103).

15
16 **COUNT 459**

17 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

18
19 2077. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2076 of
20 Plaintiff's Complaint.

21
22 2078. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2079. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2080. From September 8, 2019 through January 29, 2021, there existed a valid
10 contractual relationship between the Plaintiffs and their client for listing # 224132
11 and/or a business expectancy. The Defendants had knowledge of this relationship
12 and/or business expectancy. The Defendants intentionally interfered with this contract
13 and/or business expectancy which induced or caused a breach when Defendants
14 redacted Plaintiff's contact information out of Plaintiffs listing # 224132, causing
15 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
16 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
17 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
18 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing # 224132 collectively
23 attached as Exhibit 103). As such, the Defendants actions were improper.

COUNT 460**TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

2081. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2080 of Plaintiff's Complaint.

2082. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2083. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2084. From September 8, 2019 through January 29, 2021, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing # 224132 and/or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 224132 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing # 224132 collectively attached as Exhibit 103). As such, the
 9 Defendants actions were improper

11 **COUNT 461**

12 **AIDING AND ABETTING TORTIOUS CONDUCT**

13
 14 2085. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2084 of
 15 Plaintiff's Complaint.

16
 17 2086. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
 22 2087. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 2088. From September 8, 2019 through January 29, 2021, all or some of the Defendants
5 knew that all or some of them were committing an intentional tort when the Defendants
6 redacted Plaintiff's contact information out of Plaintiffs listing # 224132. The
7 Defendants knew that this conduct constituted a breach of duty. And the Defendants
8 substantially assisted or encouraged the primary tortfeasor in the achievement of the
9 breach.

10
11 2089. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
12 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
13 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
14 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
15 accurate claims and representations, and fully states (emphasis added) factual
16 material relating to the information advertised. A salesperson or broker shall not
17 misrepresent the facts or create misleading impressions." pursuant to Arizona
18 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
19 of listing # 224132 collectively attached as Exhibit 103).

20
21 **COUNT 462**

22 **AIDING AND ABETTING TORTIOUS CONDUCT**
23
24

1 2090. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2089 of
2 Plaintiff's Complaint.

3
4 2091. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 2092. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2093. From September 8, 2019 through January 29, 2021, all or some of the Defendants
15 knew that all or some of them were committing an intentional tort when the Defendants
16 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
17 224088 to only WMAR members and not all real estate brokers and agents licensed
18 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
19 the Defendants substantially assisted or encouraged the primary tortfeasor in the
20 achievement of the breach.

21
22 2094. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
23 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
24 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-

1 502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate claims
 2 and representations, and **fully states** (emphasis added) factual material relating to the
 3 information advertised. A salesperson or broker shall not misrepresent the facts or
 4 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 5 502(C). (See Exhibit 9). (See private and public version of listing # 224132 collectively
 6 attached as Exhibit 103).

7
 8 **COUNT 463**

9 **BREACH OF CONTRACT**

10
 11 2095. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2094 of
 12 Plaintiff's Complaint.

13
 14 2096. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 2097. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 2098. From May 14, 2019 through January 7, 2021, Defendants breached their duty
2 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
3 225090, causing Plaintiffs to lose potential buyers causing a loss of income, placing
4 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
5 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
6 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
7 and representations, and **fully states** (emphasis added) factual material relating to the
8 information advertised. A salesperson or broker shall not misrepresent the facts or
9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
10 502(C). (See Exhibit 9). (See private and public version of listing # 225090 collectively
11 attached as Exhibit 104).

12
13 **COUNT 464**

14 **BREACH OF CONTRACT**

15
16 2099. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2098 of
17 Plaintiff's Complaint.

18
19 2100. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2101. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2102. On May 14, 2019 through January 7, 2021, Defendants breached their duty when
7 Defendants, through the Supra lockboxes excluded access to the home listed in
8 Plaintiffs listing # 225090 to only WMAR members and not all real estate brokers and
9 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
10 of income and infringing on the duties the Plaintiffs have to supervise all advertising
11 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
12 (See Exhibit 9). (See private and public version of listing # 225090 collectively
13 attached as Exhibit 104).

14
15 **COUNT 465**

16 **ANTITRUST LAWS**

17
18 2103. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2102 of
19 Plaintiff's Complaint.

20
21 2104. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 2105. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with federal and state antitrust laws and the ADRE Rules including the
4 rules that the broker (in this case the Plaintiff) supervises all advertising and that
5 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
6 estate agents and brokers.

7
8 2106. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
9 1402 states:

10 "A contract, combination or conspiracy between two or more persons in restraint of , or to
11 monopolize, trade or commerce, any part which is within this state is unlawful."

12
13 2107. A.R.S. 44-1403 further states:

14 "The establishment, maintenance or use of a monopoly or an attempt to establish a
15 monopoly of trade or commerce, any part of which is within this state, by any person for
16 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

17
18 2108. The Defendant's actions also violate federal antitrust laws including the Sherman
19 Act. 15 U.S. Code § 1 states:

20
21 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
22 states, or with foreign nations, is declared illegal. Every person who shall make any
23 contract or engage in any combination conspiracy hereby declared to be illegal shall be
24 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not

1 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
2 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
3 court.”

4
5 2109. 15 U.S. Code § 15(a) further states:

6
7 “...[A]ny person who shall be injured in his business or property by any reason of anything
8 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
9 threefold the damages by him sustained, and the cost of suit, including a reasonable
10 attorney’s fee. The court may award...simple interest on actual damages for the period
11 beginning on the date of service”.

12
13 2110. From May 14, 2019 to January 29, 2021 the Defendants restricted commerce and
14 excluded competition by unlawfully and systematically redacting and excluding and
15 interfering with information in the Plaintiff’s advertisements and limiting access to
16 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
17 Plaintiffs had for sale in Plaintiffs listing # 225090. As such, Defendants are liable for
18 treble damages under this cause of action. (See private and public version of listing
19 # 225090 collectively attached as Exhibit 104).

20
21 **COUNT 466**

22 **FIRST AMENDMENT**
23
24

1 2111. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2111 of
2 Plaintiff's Complaint.

3
4 2112. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 2113. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2114. From September 8 , 2019 through January 7, 2021, Defendants acted as a quasi
15 -government actor and infringed on the Plaintiff's advertising in violation of the First
16 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
17 Plaintiffs listing # 225090, causing Plaintiffs to lose potential buyers causing a loss of
18 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
19 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
20 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
21 advertising contains accurate claims and representations, and **fully states** (emphasis
22 added) factual material relating to the information advertised. A salesperson or broker
23 shall not misrepresent the facts or create misleading impressions." pursuant to
24

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
2 version of listing # 225090 collectively attached as Exhibit 104).

3
4 **COUNT 467**

5 **FIRST AMENDMENT**

6
7 2115. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2114 of
8 Plaintiff's Complaint.

9
10 2116. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2117. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2118. On September 8, 2019 through January 7, 2021, Defendants acted as a quasi -
21 government actor and infringed on the Plaintiff's advertising in violation of the First
22 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
23 excluded access to the home listed in Plaintiffs listing # 225090 to only WMAR
24 members and not all real estate brokers and agents licensed in Arizona, causing

1 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 2 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 3 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 4 version of listing # 225090 collectively attached as Exhibit 104).

5
 6 **COUNT 468**

7 **NEGLEGEENCE**

8
 9 2119. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2118 of
 10 Plaintiff's Complaint.

11
 12 2120. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 2121. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 2122. From September 8, 2019 through January 7, 2021, Defendants owed Plaintiffs a
 23 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
 24 the U.S. Constitution, state law and administrative code as previously cited.

1
2 2123. Defendants breached this duty by redacting Plaintiff's contact information out of
3 Plaintiffs listing # 225090.

4
5 2124. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
6 a loss of income and emotional distress by redacting Plaintiff's contact information out
7 of Plaintiffs listing # 225090.

8
9 2125. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
10 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
12 Plaintiffs has to "ensure that all advertising contains accurate claims and
13 representations, and **fully states** (emphasis added) factual material relating to the
14 information advertised; and the duties a salesperson or broker has to not misrepresent
15 the facts or create misleading impressions pursuant to Arizona Administrative Code
16 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 225090
17 collectively attached as Exhibit 104).

18
19 2126. The Defendant's actions foreseeably and proximately caused a loss of income
20 and/or potential income and caused emotional distress to the Plaintiffs as well as the
21 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
22 version of listing # 225090 collectively attached as Exhibit 104).

NEGLEGEANCE

2127. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2126 of Plaintiff's Complaint.

2128. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2129. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2130. From September 8, 2019 through January 7, 2021 Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution and state law and administrative code as previously cited.

2131. From September 8, 2019 through January 7, 2021, Defendants breached this duty by infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes by excluding access to the home listed in Plaintiffs listing # 225090 to only WMAR members and not all real estate brokers and agents licensed in Arizona.

2132. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential buyers and sellers

2133. Defendant's breach foreseeably and proximately caused a loss of income and emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license by excluding access through the Supra Lockboxes to Plaintiffs listing # 225090. (See Exhibit 9). (See private and public version of listing # 225090 collectively attached as Exhibit 104).

COUNT 470

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2134. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2133 of Plaintiff's Complaint.

2135. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2136. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2137. From September 8, 2019 through January 7, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing # 225090 and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 225090, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 225090 collectively attached as Exhibit 104). As such, the Defendants actions were improper.

COUNT 471

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2138. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2137 of Plaintiff's Complaint.

1 2139. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2140. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2141. From September 8, 2019 through January 7, 2021, there existed a valid
12 contractual relationship and/or business expectancy between the Plaintiffs and their
13 client for listing # 225090 and/or others. The Defendants had knowledge of this
14 relationship and/or business expectancy. The Defendants intentionally interfered with
15 this contract and or business expectancy which induced or caused a breach when the
16 Defendants through the Supra lockboxes excluded access to the home listed in
17 Plaintiffs listing # 225090 to only WMAR members and not all real estate brokers and
18 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
19 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
20 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
21 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
22 advertising contains accurate claims and representations, and **fully states** (emphasis
23 added) factual material relating to the information advertised. A salesperson or broker
24 shall not misrepresent the facts or create misleading impressions." pursuant to

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
2 version of listing # 225090 collectively attached as Exhibit 104). As such, the
3 Defendants actions were improper

4
5 **COUNT 472**

6 **AIDING AND ABETTING TORTIOUS CONDUCT**

7
8 2142. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2143 of
9 Plaintiff's Complaint.

10
11 2143. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
16 2144. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 2145. From September 8, 2019 through January 7, 2021, all or some of the Defendants
22 knew that all or some of them were committing an intentional tort when the Defendants
23 redacted Plaintiff's contact information out of Plaintiffs listing # 225090. The
24 Defendants knew that this conduct constituted a breach of duty. And the Defendants

1 substantially assisted or encouraged the primary tortfeasor in the achievement of the
2 breach.

3
4 2146. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
6 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
8 accurate claims and representations, and fully states (emphasis added) factual
9 material relating to the information advertised. A salesperson or broker shall not
10 misrepresent the facts or create misleading impressions." pursuant to Arizona
11 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
12 of listing # 225090 collectively attached as Exhibit 104).

13
14 **COUNT 473**

15 **AIDING AND ABETTING TORTIOUS CONDUCT**

16
17 2147. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2146 of
18 Plaintiff's Complaint.

19
20 2148. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2149. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2150. From September 8, 2019 through January 7, 2021, all or some of the Defendants
7 knew that all or some of them were committing an intentional tort when the Defendants
8 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
9 225090 to only WMAR members and not all real estate brokers and agents licensed
10 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
11 the Defendants substantially assisted or encouraged the primary tortfeasor in the
12 achievement of the breach.

13
14 2151. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and **fully states** (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C). (See Exhibit 9). (See private and public version of listing # 225090 collectively
22 attached as Exhibit 104).

BREACH OF CONTRACT

2152. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2151 of Plaintiff's Complaint.

2153. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2154. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2155. From May 30, 2019 through July 7, 2020, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #225387, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #225387 collectively
2 attached as Exhibit 105).

3
4 **COUNT 475**

5 **BREACH OF CONTRACT**

6
7 2156. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2155 of
8 Plaintiff's Complaint.

9
10 2157. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2158. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2159. On May 30, 2019 through July 7, 2020, Defendants breached their duty when
21 Defendants, through the Supra lockboxes excluded access to the home listed in
22 Plaintiffs listing #225387 to only WMAR members and not all real estate brokers and
23 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
24 of income and infringing on the duties the Plaintiffs have to supervise all advertising

1 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
 2 (See Exhibit 9). (See private and public version of listing #225387 collectively
 3 attached as Exhibit 105).

4
 5 **COUNT 476**

6 **BREACH OF CONTRACT**

7
 8 2160. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2159 of
 9 Plaintiff's Complaint.

10
 11 2161. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
 16 2162. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 2163. On May 30, 2019 through July 7, 2020, Defendants breached this duty when
 22 Defendants would not allow information about the Plaintiff's financial interest to be
 23 disclosed in listing #225387, placing Plaintiff's real estate brokerage license at risk
 24 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to

1 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to “ensure that all
 2 advertising contains accurate claims and representations, and **fully states** (emphasis
 3 added) factual material relating to the information advertised. A salesperson or broker
 4 shall not misrepresent the facts or create misleading impressions.” pursuant to
 5 Arizona Administrative Code R4-24-502(C) and a salesperson or broker’s duties to
 6 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
 7 24-502(B). (See Exhibit 9). (See private and public version of listing #225387
 8 collectively attached as Exhibit 105).

10 **COUNT 477**

11 **ANTITRUST LAWS**

12
 13 2164. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2163 of
 14 Plaintiff’s Complaint.

15
 16 2165. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 18 and access to homes and commercial property through lockboxes (Supra since at
 19 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

20
 21 2166. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 22 must comply with federal and state antitrust laws and the ADRE Rules including the
 23 rules that the broker (in this case the Plaintiff) supervises **all advertising** and that
 24

ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2167. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

2168. A.R.S. 44-1403 further states:

"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

2169. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

"Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court."

1 2170. 15 U.S. Code § 15(a) further states:

2
3 “[A]ny person who shall be injured in his business or property by any reason of anything
4 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
5 threefold the damages by him sustained, and the cost of suit, including a reasonable
6 attorney’s fee. The court may award...simple interest on actual damages for the period
7 beginning on the date of service”.

8
9 2171. From May 30, 2019 to July 7, 2020 the Defendants restricted commerce and
10 excluded competition by unlawfully and systematically redacting and excluding and
11 interfering with information in the Plaintiff’s advertisements and limiting access to
12 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
13 Plaintiffs had for sale in Plaintiffs listing #225387. As such, Defendants are liable for
14 treble damages under this cause of action. (See private and public version of listing
15 #225387 collectively attached as Exhibit 105).

16
17 **COUNT 478**

18 **FIRST AMENDMENT**

19
20 2172. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2171 of
21 Plaintiff’s Complaint.

22
23 2173. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2174. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2175. From September 8 , 2019 through July 7, 2020, Defendants acted as a quasi -
10 government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
12 Plaintiffs listing #225387, causing Plaintiffs to lose potential buyers causing a loss of
13 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
14 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
15 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
16 advertising contains accurate claims and representations, and fully states (emphasis
17 added) factual material relating to the information advertised. A salesperson or broker
18 shall not misrepresent the facts or create misleading impressions." pursuant to
19 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
20 version of listing #225387 collectively attached as Exhibit 105).

21
22 **COUNT 479**

23 **FIRST AMENDMENT**

1 2176. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2175 of
2 Plaintiff's Complaint.

3
4 2177. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 2178. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2179. On September 8, 2019 through July 7, 2020, Defendants acted as a quasi -
15 government actor and infringed on the Plaintiff's advertising in violation of the First
16 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
17 excluded access to the home listed in Plaintiffs listing #225387 to only WMAR
18 members and not all real estate brokers and agents licensed in Arizona, causing
19 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
22 version of listing #225387 collectively attached as Exhibit 105).

FIRST AMENDMENT

2180. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2179 of Plaintiff's Complaint.

2181. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2182. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2183. On September 8, 2019 through July 7, 2020, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, would not allow information about the Plaintiff's financial interest to be disclosed in listing #225387, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C) and a salesperson or broker’s duties to disclose a financial interest in a
 3 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 4 private and public version of listing #225387 collectively attached as Exhibit 105).

5
 6 **COUNT 481**

7 **NEGLEGEENCE**

8
 9 2184. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2183 of
 10 Plaintiff’s Complaint.

11
 12 2185. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

16
 17 2186. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 2187. From September 8, 2019 through July 7, 2020, Defendants owed Plaintiffs a duty
 23 to not infringe on the Plaintiff’s advertising in violation of the First Amendment of the
 24 U.S. Constitution, state law and administrative code as previously cited.

1
2 2188. Defendants breached this duty by redacting Plaintiff's contact information out of
3 Plaintiffs listing #225387.

4
5 2189. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
6 a loss of income and emotional distress by redacting Plaintiff's contact information out
7 of Plaintiffs listing #225387.

8
9 2190. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
10 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
12 Plaintiffs has to "ensure that all advertising contains accurate claims and
13 representations, and **fully states** (emphasis added) factual material relating to the
14 information advertised; and the duties a salesperson or broker has to not misrepresent
15 the facts or create misleading impressions pursuant to Arizona Administrative Code
16 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #225387
17 collectively attached as Exhibit 105).

18
19 2191. The Defendant's actions foreseeably and proximately caused a loss of income
20 and/or potential income and caused emotional distress to the Plaintiffs as well as the
21 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
22 version of listing #225387 collectively attached as Exhibit 105).

NEGLEGEANCE

2192. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2191 of Plaintiff's Complaint.

2193. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2194. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2195. From September 8, 2019 through July 7, 2020, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution and state law and administrative code as previously cited.

2196. From September 8, 2019 through July 7, 2020, Defendants breached this duty by infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes by excluding access to the home listed in Plaintiffs listing #225387 to only WMAR members and not all real estate brokers and agents licensed in Arizona,

2197. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential buyers and sellers

2198. Defendant's breach foreseeably and proximately caused a loss of income and emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license by excluding access through the Supra Lockboxes to Plaintiffs listing #225387. (See Exhibit 9). (See private and public version of listing #225387 collectively attached as Exhibit 105).

COUNT 483

NEGLEGEANCE

2199. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2198 of Plaintiff's Complaint.

2200. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2201. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 2202. On September 8, 2019 through July 7, 2020, Defendants owed Plaintiffs a duty to
5 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
6 Constitution, Arizona state law and Arizona Administrative Code as previously cited.

7
8 2203. Defendants breached this duty by not allowing information about the Plaintiff's
9 financial interest to be disclosed in listing #225387.

10
11 2204. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
12 buyers and sellers

13
14 2205. Defendant's breach foreseeably and proximately caused a loss of income and
15 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
16 by not allowing information about the Plaintiff's financial interest to be disclosed in
17 listing # 225387. (See Exhibit 9). (See private and public version of listing #225387
18 collectively attached as Exhibit 105).

19
20 **COUNT 484**

21 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

22
23 2206. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2205 of
24 Plaintiff's Complaint.

1
2 2207. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2208. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 2209. From September 8, 2019 through July 7, 2020, there existed a valid contractual
13 relationship between the Plaintiffs and their client for listing #225387 and/or a business
14 expectancy. The Defendants had knowledge of this relationship and/or business
15 expectancy. The Defendants intentionally interfered with this contract and/or business
16 expectancy which induced or caused a breach when Defendants redacted Plaintiff's
17 contact information out of Plaintiffs listing #225387, causing Plaintiffs to lose potential
18 buyers causing a loss of income, placing Plaintiff's real estate brokerage license at
19 risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant
20 to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that
21 all advertising contains accurate claims and representations, and fully states
22 (emphasis added) factual material relating to the information advertised. A
23 salesperson or broker shall not misrepresent the facts or create misleading
24 impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit

1 9). (See private and public version of listing #225387 collectively attached as Exhibit
2 105). As such, the Defendants actions were improper.

3
4 **COUNT 485**

5 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

6
7 2210. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2209 of
8 Plaintiff's Complaint.

9
10 2211. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2212. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2213. From September 8, 2019 through July 7, 2020, there existed a valid contractual
21 relationship and/or business expectancy between the Plaintiffs and their client for
22 listing #208109 and /or others. The Defendants had knowledge of this relationship
23 and/or business expectancy. The Defendants intentionally interfered with this
24 contract and or business expectancy which induced or caused a breach when the

Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #225387 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #225387 collectively attached as Exhibit 105). As such, the Defendants actions were improper

COUNT 486

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2214. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2213 of Plaintiff's Complaint.

2215. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2216. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2217. From September 8, 2019 through July 7, 2020, there existed a valid contractual
7 relationship between the Plaintiffs and their client for listing #225387 and/or a business
8 expectancy with the client or others. The Defendants had knowledge of this
9 relationship and/or business expectancy. The Defendants intentionally interfered with
10 this contract and/or business expectancy which induced or caused a breach when the
11 Defendants would not allow information about the Plaintiff's financial interest to be
12 disclosed in listing #225387, causing Plaintiffs to lose potential buyers causing a loss
13 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
14 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
15 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
16 advertising contains accurate claims and representations, and fully states (emphasis
17 added) factual material relating to the information advertised. A salesperson or broker
18 shall not misrepresent the facts or create misleading impressions." pursuant to
19 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
20 version of listing #225387 collectively attached as Exhibit 105). As such, the
21 Defendants actions were improper.

22
23 **COUNT 487**

24 **AIDING AND ABETTING TORTIOUS CONDUCT**

1

2 2218. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2217 of
3 Plaintiff's Complaint.

4

5 2219. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9

10 2220. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14

15 2221. From September 8, 2019 through July 7, 2020, all or some of the Defendants knew
16 that all or some of them were committing an intentional tort when the Defendants
17 redacted Plaintiff's contact information out of Plaintiffs listing #225387. The
18 Defendants knew that this conduct constituted a breach of duty. And the Defendants
19 substantially assisted or encouraged the primary tortfeasor in the achievement of the
20 breach.

21

22 2222. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
23 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
24 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code

1 R4-28-502(G); the duties the Plaintiffs has to “ensure that all advertising contains
 2 accurate claims and representations, and **fully states** (emphasis added) factual
 3 material relating to the information advertised. A salesperson or broker shall not
 4 misrepresent the facts or create misleading impressions.” pursuant to Arizona
 5 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
 6 of listing #225387 collectively attached as Exhibit 105).

8 **COUNT 488**

9 **AIDING AND ABETTING TORTIOUS CONDUCT**

10
 11 2223. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2222 of
 12 Plaintiff's Complaint.

13
 14 2224. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 2225. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 2226. From September 8, 2019 through July 7, 2020, all or some of the Defendants knew
2 that all or some of them were committing an intentional tort when the Defendants
3 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
4 225387 to only WMAR members and not all real estate brokers and agents licensed
5 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
6 the Defendants substantially assisted or encouraged the primary tortfeasor in the
7 achievement of the breach.

8
9 2227. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
10 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
11 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
12 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
13 and representations, and **fully states** (emphasis added) factual material relating to the
14 information advertised. A salesperson or broker shall not misrepresent the facts or
15 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
16 502(C). (See Exhibit 9). (See private and public version of listing # 225387 collectively
17 attached as Exhibit 105).

18
19 **COUNT 489**

20 **AIDING AND ABETTING TORTIOUS CONDUCT**

21
22 2228. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2227 of
23 Plaintiff's Complaint.
24

1 2229. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2230. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2231. From September 8, 2019 through July 7, 2020, all or some of the Defendants knew
12 that all or some of them were committing an intentional tort when the Defendants
13 would not allow information about the Plaintiff's financial interest to be disclosed in
14 listing #225387. The Defendants knew that this conduct constituted a breach of duty.
15 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
16 achievement of the breach.

17
18 2232. This caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
20 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
22 claims and representations, and **fully states** (emphasis added) factual material
23 relating to the information advertised. A salesperson or broker shall not misrepresent
24 the facts or create misleading impressions." pursuant to Arizona Administrative Code

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 225387
2 collectively attached as Exhibit 105).

3
4 **COUNT 490**

5 **BREACH OF CONTRACT**

6
7 2233. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2232 of
8 Plaintiff's Complaint.

9
10 2234. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2235. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2236. From June 24, 2019 through November 15, 2021, Defendants breached their duty
21 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
22 #225710, causing Plaintiffs to lose potential buyers causing a loss of income, placing
23 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
24 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-

1 502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate claims
 2 and representations, and **fully states** (emphasis added) factual material relating to the
 3 information advertised. A salesperson or broker shall not misrepresent the facts or
 4 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 5 502(C). (See Exhibit 9). (See private and public version of listing #225710 collectively
 6 attached as Exhibit 106).

7
 8 **COUNT 491**

9 **BREACH OF CONTRACT**

10
 11 2237. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2236 of
 12 Plaintiff's Complaint.

13
 14 2238. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 2239. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

2240. On June 24, 2019 through November 15, 2021, Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #225710 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #225710 collectively attached as Exhibit 106).

COUNT 492

BREACH OF CONTRACT

2241. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2240 of Plaintiff's Complaint.

2242. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2243. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1
2 2244. On June 24, 2019 through November 15, 2021, Defendants breached this duty
3 when Defendants would not allow information about the Plaintiff's financial interest to
4 be disclosed in listing #225710, placing Plaintiff's real estate brokerage license at risk
5 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
6 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
7 advertising contains accurate claims and representations, and **fully states** (emphasis
8 added) factual material relating to the information advertised. A salesperson or broker
9 shall not misrepresent the facts or create misleading impressions." pursuant to
10 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
11 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
12 24-502(B). (See Exhibit 9). (See private and public version of listing #225710
13 collectively attached as Exhibit 106).

14
15 **COUNT 493**

16 **ANTITRUST LAWS**

17
18 2245. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2244 of
19 Plaintiff's Complaint.

20
21 2246. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 2247. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with federal and state antitrust laws and the ADRE Rules including the
4 rules that the broker (in this case the Plaintiff) supervises all advertising and that
5 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
6 estate agents and brokers.

7
8 2248. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
9 1402 states:

10 "A contract, combination or conspiracy between two or more persons in restraint of , or to
11 monopolize, trade or commerce, any part which is within this state is unlawful."

12
13 2249. A.R.S. 44-1403 further states:

14 "The establishment, maintenance or use of a monopoly or an attempt to establish a
15 monopoly of trade or commerce, any part of which is within this state, by any person for
16 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

17
18 2250. The Defendant's actions also violate federal antitrust laws including the Sherman
19 Act. 15 U.S. Code § 1 states:

20
21 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
22 states, or with foreign nations, is declared illegal. Every person who shall make any
23 contract or engage in any combination conspiracy hereby declared to be illegal shall be
24 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not

1 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
2 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
3 court.”

4
5 2251. 15 U.S. Code § 15(a) further states:

6
7 “...[A]ny person who shall be injured in his business or property by any reason of anything
8 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
9 threefold the damages by him sustained, and the cost of suit, including a reasonable
10 attorney’s fee. The court may award...simple interest on actual damages for the period
11 beginning on the date of service”.

12
13 2252. From June 24, 2019 to November 15, 2021 the Defendants restricted commerce
14 and excluded competition by unlawfully and systematically redacting and excluding
15 and interfering with information in the Plaintiff’s advertisements and limiting access to
16 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
17 Plaintiffs had for sale in Plaintiffs listing # 225710. As such, Defendants are liable for
18 treble damages under this cause of action. (See private and public version of listing
19 #225710 collectively attached as Exhibit 106).

20
21 **COUNT 494**

22 **FIRST AMENDMENT**
23
24

1 2253. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2252 of
2 Plaintiff's Complaint.

3
4 2254. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 2255. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2256. From September 8 , 2019 through November 15, 2021, Defendants acted as a
15 quasi -government actor and infringed on the Plaintiff's advertising in violation of the
16 First Amendment of the U.S. Constitution by redacted Plaintiff's contact information
17 out of Plaintiffs listing #225710, causing Plaintiffs to lose potential buyers causing a
18 loss of income, placing Plaintiff's real estate brokerage license at risk and infringing
19 on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona
20 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
21 advertising contains accurate claims and representations, and fully states (emphasis
22 added) factual material relating to the information advertised. A salesperson or broker
23 shall not misrepresent the facts or create misleading impressions." pursuant to
24

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
2 version of listing #225710 collectively attached as Exhibit 106).

3
4 **COUNT 495**

5 **FIRST AMENDMENT**

6
7 2257. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2256 of
8 Plaintiff's Complaint.

9
10 2258. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2259. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2260. On September 8, 2019 through November 15, 2021, Defendants acted as a quasi
21 -government actor and infringed on the Plaintiff's advertising in violation of the First
22 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
23 excluded access to the home listed in Plaintiffs listing #225710 to only WMAR
24 members and not all real estate brokers and agents licensed in Arizona, causing

1 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 2 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 3 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 4 version of listing #225710 collectively attached as Exhibit 106).

5
 6 **COUNT 496**

7 **FIRST AMENDMENT**

8
 9 2261. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2260 of
 10 Plaintiff's Complaint.

11
 12 2262. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 2263. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 2264. On September 8, 2019 through November 15, 2021, Defendants acted as a quasi
 23 -government actor and infringed on the Plaintiff's advertising in violation of the First
 24 Amendment of the U.S. Constitution when Defendants, would not allow information

1 about the Plaintiff's financial interest to be disclosed in listing #225710, placing
 2 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
 3 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
 4 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
 5 and representations, and **fully states** (emphasis added) factual material relating to the
 6 information advertised. A salesperson or broker shall not misrepresent the facts or
 7 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 8 502(C) and a salesperson or broker's duties to disclose a financial interest in a
 9 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 10 private and public version of listing #225710 collectively attached as Exhibit 106).

11 12 **COUNT 497**

13 **NEGLEGENCE**

14
15 2265. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2264 of
 16 Plaintiff's Complaint.

17
18 2266. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 20 and access to homes and commercial property through lockboxes (Supra since at
 21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 2267. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 2268. From September 8, 2019 through November 15, 2021, Defendants owed Plaintiffs
5 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
6 of the U.S. Constitution, state law and administrative code as previously cited.

7
8 2269. Defendants breached this duty by redacting Plaintiff's contact information out of
9 Plaintiffs listing #225710.

10
11 2270. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
12 a loss of income and emotional distress by redacting Plaintiff's contact information out
13 of Plaintiffs listing #225710.

14
15 2271. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
16 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
17 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
18 Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised; and the duties a salesperson or broker has to not misrepresent
21 the facts or create misleading impressions pursuant to Arizona Administrative Code
22 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 225710
23 collectively attached as Exhibit 106).

1 2272. The Defendant's actions foreseeably and proximately caused a loss of income
2 and/or potential income and caused emotional distress to the Plaintiffs as well as the
3 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
4 version of listing # 225710 collectively attached as Exhibit 106).

5
6 **COUNT 498**

7 **NEGLEGECE**
8

9 2273. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2272 of
10 Plaintiff's Complaint.
11

12 2274. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
14 and access to homes and commercial property through lockboxes (Supra since at
15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.
16

17 2275. Despite anything written to the contrary, Defendants were aware that Plaintiffs
18 must comply with the ADRE Rules including the rules that the broker (in this case the
19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
20 estate matters and discipline related to real estate agents and brokers.
21

22 2276. From September 8, 2019 through November 15, 2021, Defendants owed Plaintiffs
23 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
24 of the U.S. Constitution and state law and administrative code as previously cited.

1
2 2277. From September 8, 2019 through November 15, 2021, Defendants breached this
3 duty by infringing on the Plaintiff's advertising in violation of the First Amendment of
4 the U.S. Constitution when Defendants, through the Supra lockboxes by excluding
5 access to the home listed in Plaintiffs listing #225710 to only WMAR members and
6 not all real estate brokers and agents licensed in Arizona,

7
8 2278. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
9 buyers and sellers

10
11 2279. Defendant's breach foreseeably and proximately caused a loss of income and
12 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
13 by excluding access through the Supra Lockboxes to Plaintiffs listing # 225710. (See
14 Exhibit 9). (See private and public version of listing # 225710 collectively attached as
15 Exhibit 106).

16
17 **COUNT 499**

18 **NEGLEGEANCE**

19
20 2280. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2279 of
21 Plaintiff's Complaint.

22
23 2281. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2282. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2283. On September 8, 2019 through November 15, 2021, Defendants owed Plaintiffs a
10 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
11 the U.S. Constitution, Arizona state law and Arizona Administrative Code as
12 previously cited.

13
14 2284. Defendants breached this duty by not allowing information about the Plaintiff's
15 financial interest to be disclosed in listing #225710.

16
17 2285. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
18 buyers and sellers.

19
20 2286. Defendant's breach foreseeably and proximately caused a loss of income and
21 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
22 by not allowing information about the Plaintiff's financial interest to be disclosed in
23 listing # 225710. (See Exhibit 9). (See private and public version of listing #225710
24 collectively attached as Exhibit 106).

COUNT 500

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2287. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2287 of Plaintiff's Complaint.

2288. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2289. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2290. From September 8, 2019 through November 15, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing # 225710 and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 225710, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real

1 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
 2 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 3 duties Plaintiffs has to “ensure that all advertising contains accurate claims and
 4 representations, and **fully states** (emphasis added) factual material relating to the
 5 information advertised. A salesperson or broker shall not misrepresent the facts or
 6 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 7 502(C). (See Exhibit 9). (See private and public version of listing # 225710 collectively
 8 attached as Exhibit 106). As such, the Defendants actions were improper.

10 **COUNT 501**

11 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

12
 13 2291. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2290 of
 14 Plaintiff’s Complaint.

15
 16 2292. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 18 and access to homes and commercial property through lockboxes (Supra since at
 19 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

20
 21 2293. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 22 must comply with the ADRE Rules including the rules that the broker (in this case the
 23 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 24 estate matters and discipline related to real estate agents and brokers.

1
2 2294. From September 8, 2019 through November 15, 2021, there existed a valid
3 contractual relationship and/or business expectancy between the Plaintiffs and their
4 client for listing # 225710 and /or others. The Defendants had knowledge of this
5 relationship and/or business expectancy. The Defendants intentionally interfered with
6 this contract and or business expectancy which induced or caused a breach when the
7 Defendants through the Supra lockboxes excluded access to the home listed in
8 Plaintiffs listing # 225710 to only WMAR members and not all real estate brokers and
9 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
10 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
11 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
12 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
13 advertising contains accurate claims and representations, and **fully states** (emphasis
14 added) factual material relating to the information advertised. A salesperson or broker
15 shall not misrepresent the facts or create misleading impressions." pursuant to
16 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
17 version of listing # 225710 collectively attached as Exhibit 106). As such, the
18 Defendants actions were improper

19
20 **COUNT 502**

21 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
22

23 2295. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2294 of
24 Plaintiff's Complaint.

1
2 2296. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2297. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 2298. From September 8, 2019 through November 15, 2021, there existed a valid
13 contractual relationship between the Plaintiffs and their client for listing # 225710
14 and/or a business expectancy with the client or others. The Defendants had
15 knowledge of this relationship and/or business expectancy. The Defendants
16 intentionally interfered with this contract and/or business expectancy which induced
17 or caused a breach when the Defendants would not allow information about the
18 Plaintiff's financial interest to be disclosed in listing # 225710, causing Plaintiffs to lose
19 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
20 license at risk and infringing on the duties the Plaintiffs have to supervise all
21 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
22 Plaintiffs has to "ensure that all advertising contains accurate claims and
23 representations, and fully states (emphasis added) factual material relating to the
24 information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C). (See Exhibit 9). (See private and public version of listing # 225710 collectively
 3 attached as Exhibit 106). As such, the Defendants actions were improper.

4 5 **COUNT 503**

6 **AIDING AND ABETTING TORTIOUS CONDUCT**

7
 8 2299. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2298 of
 9 Plaintiff’s Complaint.

10
 11 2300. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 2301. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 2302. From September 8, 2019 through November 15, 2021, all or some of the
 22 Defendants knew that all or some of them were committing an intentional tort when
 23 the Defendants redacted Plaintiff’s contact information out of Plaintiffs listing #
 24 225710. The Defendants knew that this conduct constituted a breach of duty. And

1 the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 2303. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
6 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
8 accurate claims and representations, and fully states (emphasis added) factual
9 material relating to the information advertised. A salesperson or broker shall not
10 misrepresent the facts or create misleading impressions." pursuant to Arizona
11 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
12 of listing # 225710 collectively attached as Exhibit 106).

13
14 **COUNT 504**

15 **AIDING AND ABETTING TORTIOUS CONDUCT**

16
17 2304. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2303 of
18 Plaintiff's Complaint.

19
20 2305. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2306. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2307. From September 8, 2019 through November 15, 2021, all or some of the
7 Defendants knew that all or some of them were committing an intentional tort when
8 the Defendants through the Supra lockboxes excluded access to the home listed in
9 Plaintiffs listing # 225710 to only WMAR members and not all real estate brokers and
10 agents licensed in Arizona. The Defendants knew that this conduct constituted a
11 breach of duty. And the Defendants substantially assisted or encouraged the primary
12 tortfeasor in the achievement of the breach.

13
14 2308. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and **fully states** (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C). (See Exhibit 9). (See private and public version of listing #225710 collectively
22 attached as Exhibit 106).

AIDING AND ABETTING TORTIOUS CONDUCT

2309. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2308 of Plaintiff's Complaint.

2310. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2311. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2312. From September 8, 2019 through November 15, 2021, all or some of the Defendants knew that all or some of them were committing an intentional tort when the Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing # 225710. The Defendants knew that this conduct constituted a breach of duty. And the Defendants substantially assisted or encouraged the primary tortfeasor in the achievement of the breach.

2313. This caused the Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the

1 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 2 R4-28-502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate
 3 claims and representations, and **fully states** (emphasis added) factual material
 4 relating to the information advertised. A salesperson or broker shall not misrepresent
 5 the facts or create misleading impressions.” pursuant to Arizona Administrative Code
 6 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 225710
 7 collectively attached as Exhibit 106).

8
 9 **COUNT 506**

10 **BREACH OF CONTRACT**

11
 12 2314. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2313 of
 13 Plaintiff’s Complaint.

14
 15 2315. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 2316. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

2317. From June 23, 2019 through May 1, 2020, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 225712, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #225712 collectively attached as Exhibit 107).

COUNT 507

BREACH OF CONTRACT

2318. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2317 of Plaintiff's Complaint.

2319. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2320. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2321. On June 23, 2019 through May 1, 2020, Defendants breached their duty when
7 Defendants, through the Supra lockboxes excluded access to the home listed in
8 Plaintiffs listing # 225712 to only WMAR members and not all real estate brokers and
9 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
10 of income and infringing on the duties the Plaintiffs have to supervise all advertising
11 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
12 (See Exhibit 9). (See private and public version of listing #225712 collectively
13 attached as Exhibit 107).

14
15 **COUNT 508**

16 **BREACH OF CONTRACT**

17
18 2322. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2321 of
19 Plaintiff's Complaint.

20
21 2323. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 2324. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 2325. On June 23, 2019 through May 1, 2020, Defendants breached this duty when
8 Defendants would not allow information about the Plaintiff's financial interest to be
9 disclosed in listing # 225712, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing # 225712
18 collectively attached as Exhibit 107).

19
20 **COUNT 509**

21 **ANTITRUST LAWS**

22
23 2326. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2325 of
24 Plaintiff's Complaint.

1
2 2327. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2328. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 2329. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 2330. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 2331. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 2332. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 2333. From June 23, 2019 to May 1, 2020 the Defendants restricted commerce and
19 excluded competition by unlawfully and systematically redacting and excluding and
20 interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing # 225712. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 # 225712 collectively attached as Exhibit 107).

COUNT 510

FIRST AMENDMENT

2334. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2333 of Plaintiff's Complaint.

2335. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2336. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2337. From September 8 , 2019 through May 1, 2020, Defendants acted as a quasi - government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing # 225712, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all

1 advertising contains accurate claims and representations, and **fully states** (emphasis
 2 added) factual material relating to the information advertised. A salesperson or broker
 3 shall not misrepresent the facts or create misleading impressions.” pursuant to
 4 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 5 version of listing # 225712 collectively attached as Exhibit 107).

7 **COUNT 511**

8 **FIRST AMENDMENT**

9
 10 2338. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2337 of
 11 Plaintiff’s Complaint.

12
 13 2339. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
 18 2340. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 2341. On September 8, 2019 through May 1, 2020, Defendants acted as a quasi -
 24 government actor and infringed on the Plaintiff’s advertising in violation of the First

Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 225712 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing # 225712 collectively attached as Exhibit 107).

COUNT 512

FIRST AMENDMENT

2342. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2341 of Plaintiff's Complaint.

2343. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2344. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2345. On September 8, 2019 through May 1, 2020, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, would not allow information about the Plaintiff's financial interest to be disclosed in listing # 225712, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public version of listing # 225712 collectively attached as Exhibit 107).

COUNT 513

NEGLEGEANCE

2346. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2345 of Plaintiff's Complaint.

2347. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 2348. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.
6

7 2349. From September 8, 2019 through May 1, 2020, Defendants owed Plaintiffs a duty
8 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
9 U.S. Constitution, state law and administrative code as previously cited.
10

11 2350. Defendants breached this duty by redacting Plaintiff's contact information out of
12 Plaintiffs listing # 225712.
13

14 2351. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
15 a loss of income and emotional distress by redacting Plaintiff's contact information out
16 of Plaintiffs listing # 225712.
17

18 2352. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
19 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
20 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
21 Plaintiffs has to "ensure that all advertising contains accurate claims and
22 representations, and **fully states** (emphasis added) factual material relating to the
23 information advertised; and the duties a salesperson or broker has to not misrepresent
24 the facts or create misleading impressions pursuant to Arizona Administrative Code

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 225712
2 collectively attached as Exhibit 107).

3
4 2353. The Defendant's actions foreseeably and proximately caused a loss of income
5 and/or potential income and caused emotional distress to the Plaintiffs as well as the
6 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
7 version of listing # 225712 collectively attached as Exhibit 107).

8
9 **COUNT 514**

10 **NEGLEGEANCE**

11
12 2354. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2353 of
13 Plaintiff's Complaint.

14
15 2355. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 2356. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

1 2357. From September 8, 2019 through May 1, 2020, Defendants owed Plaintiffs a duty
2 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
3 U.S. Constitution and state law and administrative code as previously cited.

4
5 2358. From September 8, 2019 through May 1, 2020, Defendants breached this duty by
6 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
7 Constitution when Defendants, through the Supra lockboxes by excluding access to
8 the home listed in Plaintiffs listing # 225712 to only WMAR members and not all real
9 estate brokers and agents licensed in Arizona,

10
11 2359. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
12 buyers and sellers

13
14 2360. Defendant's breach foreseeably and proximately caused a loss of income and
15 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
16 by excluding access through the Supra Lockboxes to Plaintiffs listing # 225712. (See
17 Exhibit 9). (See private and public version of listing # 225712 collectively attached as
18 Exhibit 107).

19
20 **COUNT 515**

21 **NEGLEGEANCE**

22
23 2361. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2360 of
24 Plaintiff's Complaint.

1
2 2362. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2363. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 2364. On September 8, 2019 through May 1, 2020, Defendants owed Plaintiffs a duty to
13 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
14 Constitution, Arizona state law and Arizona Administrative Code as previously cited.

15
16 2365. Defendants breached this duty by not allowing information about the Plaintiff's
17 financial interest to be disclosed in listing # 225712.

18
19 2366. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
20 buyers and sellers.

21
22 2367. Defendant's breach foreseeably and proximately caused a loss of income and
23 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
24 by not allowing information about the Plaintiff's financial interest to be disclosed in

1 listing # 225710. (See Exhibit 9). (See private and public version of listing # 225712
2 collectively attached as Exhibit 107).

3
4 **COUNT 516**

5 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
6

7 2368. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2367 of
8 Plaintiff's Complaint.

9
10 2369. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2370. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2371. From September 8, 2019 through May 1, 2020, there existed a valid contractual
21 relationship between the Plaintiffs and their client for listing # 225712 and/or a
22 business expectancy. The Defendants had knowledge of this relationship and/or
23 business expectancy. The Defendants intentionally interfered with this contract and/or
24 business expectancy which induced or caused a breach when Defendants redacted

Plaintiff's contact information out of Plaintiffs listing # 225712, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 225712 collectively attached as Exhibit 107). As such, the Defendants actions were improper.

COUNT 517

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2372. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2371 of Plaintiff's Complaint.

2373. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2374. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 2375. From September 8, 2019 through May 1, 2020, there existed a valid contractual
 5 relationship and/or business expectancy between the Plaintiffs and their client for
 6 listing # 225712 and /or others. The Defendants had knowledge of this relationship
 7 and/or business expectancy. The Defendants intentionally interfered with this
 8 contract and or business expectancy which induced or caused a breach when the
 9 Defendants through the Supra lockboxes excluded access to the home listed in
 10 Plaintiffs listing # 225712 to only WMAR members and not all real estate brokers and
 11 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
 12 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 13 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 14 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 15 advertising contains accurate claims and representations, and fully states (emphasis
 16 added) factual material relating to the information advertised. A salesperson or broker
 17 shall not misrepresent the facts or create misleading impressions." pursuant to
 18 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 19 version of listing # 225712 collectively attached as Exhibit 107). As such, the
 20 Defendants actions were improper

21
 22 **COUNT 518**

23 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

1 2376. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2375 of
2 Plaintiff's Complaint.

3
4 2377. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 2378. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2379. From September 8, 2019 through May 1, 2020, there existed a valid contractual
15 relationship between the Plaintiffs and their client for listing # 225712 and/or a
16 business expectancy with the client or others. The Defendants had knowledge of this
17 relationship and/or business expectancy. The Defendants intentionally interfered with
18 this contract and/or business expectancy which induced or caused a breach when the
19 Defendants would not allow information about the Plaintiff's financial interest to be
20 disclosed in listing # 225712, causing Plaintiffs to lose potential buyers causing a loss
21 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
22 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
23 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
24 advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing # 225712 collectively attached as Exhibit 106). As such, the
 5 Defendants actions were improper.

7 **COUNT 519**

8 **AIDING AND ABETTING TORTIOUS CONDUCT**

9
 10 2380. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2379 of
 11 Plaintiff’s Complaint.

12
 13 2381. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
 18 2382. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 2383. From September 8, 2019 through May 1, 2020, all or some of the Defendants knew
 24 that all or some of them were committing an intentional tort when the Defendants

1 redacted Plaintiff's contact information out of Plaintiffs listing # 225712. The
2 Defendants knew that this conduct constituted a breach of duty. And the Defendants
3 substantially assisted or encouraged the primary tortfeasor in the achievement of the
4 breach.

5
6 2384. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
7 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
8 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
9 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
10 accurate claims and representations, and **fully states** (emphasis added) factual
11 material relating to the information advertised. A salesperson or broker shall not
12 misrepresent the facts or create misleading impressions." pursuant to Arizona
13 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
14 of listing # 225712 collectively attached as Exhibit 107).

15
16 **COUNT 520**

17 **AIDING AND ABETTING TORTIOUS CONDUCT**

18
19 2385. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2384 of
20 Plaintiff's Complaint.

21
22 2386. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
24

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2387. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2388. From September 8, 2019 through May 1, 2020, all or some of the Defendants knew
10 that all or some of them were committing an intentional tort when the Defendants
11 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
12 225712 to only WMAR members and not all real estate brokers and agents licensed
13 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
14 the Defendants substantially assisted or encouraged the primary tortfeasor in the
15 achievement of the breach.

16
17 2389. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
18 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
19 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
20 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
21 and representations, and fully states (emphasis added) factual material relating to the
22 information advertised. A salesperson or broker shall not misrepresent the facts or
23 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
24

1 502(C). (See Exhibit 9). (See private and public version of listing # 225712 collectively
2 attached as Exhibit 107).

3
4 **COUNT 521**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**

6
7 2390. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2389 of
8 Plaintiff's Complaint.

9
10 2391. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2392. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2393. From September 8, 2019 through May 1, 2020, all or some of the Defendants knew
21 that all or some of them were committing an intentional tort when the Defendants
22 would not allow information about the Plaintiff's financial interest to be disclosed in
23 listing # 225712. The Defendants knew that this conduct constituted a breach of duty.

1 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 2394. This caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
6 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
8 claims and representations, and **fully states** (emphasis added) factual material
9 relating to the information advertised. A salesperson or broker shall not misrepresent
10 the facts or create misleading impressions." pursuant to Arizona Administrative Code
11 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 225712
12 collectively attached as Exhibit 107).

13
14 **COUNT 522**

15 **BREACH OF CONTRACT**

16
17 2395. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2394 of
18 Plaintiff's Complaint.

19
20 2396. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2397. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2398. On July 5, 2019 through July 8, 2019, Defendants breached their duty when Defendants sent Plaintiffs notice to change listing and threatened to fine Plaintiffs for allegedly having the wrong subdivision listed in listing # 225090.¹² These actions infringed upon Plaintiffs relationship with their client and infringed on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B)). (See emails and supporting documents collectively attached as Exhibit 108).

COUNT 523

BREACH OF CONTRACT

2399. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2398 of Plaintiff's Complaint.

2400. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

¹² Defendants never actually collected the fines. But the mere threat and effort to collect the fine breaches the duties Defendants have to the Plaintiffs.

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2401. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
7 real estate matters and discipline related to real estate agents and brokers.

8
9 2402. On September 25, 2019 through July 15, 2020 the Plaintiffs hired Susan Brevik
10 (hereinafter Brevik) to list Plaintiff's property as a real estate agent. Brevik is also a
11 member of WMAR and the Defendants have the same duties to Brevik as they do to
12 the Plaintiffs.

13
14 2403. Defendants breached their duty when Defendants redacted information out of
15 Plaintiffs listing #227007, causing Plaintiffs to lose potential buyers causing a loss of
16 income and infringing on the duties the Plaintiffs have to supervise all advertising
17 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
18 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
19 #227007 collectively attached as Exhibit 109).

20
21 **COUNT 524**

22 **BREACH OF CONTRACT**

1 2404. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 1403 of
2 Plaintiff's Complaint.

3
4 2405. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
6 (Supra since at least 2015) to access homes and commercial property through
7 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

8
9 2406. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2407. On September 25, 2019 through July 15, 2020, Plaintiffs hired Brevik to sell
15 Plaintiff's property. Brevik had the same duties as a real estate agent as the Plaintiffs
16 and is a member of WMAR.

17
18 2408. Defendants breached their duty when Defendants, through the Supra lockboxes
19 excluded access to the home listed in Plaintiffs listing #227007 to only WMAR
20 members and not all real estate brokers and agents licensed in Arizona, causing
21 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
22 the real estate brokers or agents have to supervise all advertising pursuant to Arizona
23 Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9).

1 (See private and public version of listing # 227007 collectively attached as Exhibit
2 109).

3
4 **COUNT 525**

5 **BREACH OF CONTRACT**

6
7 2409. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2408 of
8 Plaintiff's Complaint.

9
10 2410. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2411. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2412. On September 25, through July 15, 2020, Defendants breached their duty when
21 Defendants would not allow information about the Plaintiff's financial interest to be
22 fully disclosed in listing #227007, placing Plaintiff's real estate brokerage license at
23 risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant
24 to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that

1 all advertising contains accurate claims and representations, and **fully states**
 2 (emphasis added) factual material relating to the information advertised. A
 3 salesperson or broker shall not misrepresent the facts or create misleading
 4 impressions.” pursuant to Arizona Administrative Code R4-24-502(C) and a
 5 salesperson or broker’s duties to disclose a financial interest in a property pursuant to
 6 Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public
 7 version of listing #227007 collectively attached as Exhibit 109).

8 9 **COUNT 526**

10 **ANTITRUST LAWS**

11
 12 2413. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2412 of
 13 Plaintiff’s Complaint.

14
 15 2414. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 2415. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with federal and state antitrust laws and the ADRE Rules including the
 22 rules that the broker (in this case the Plaintiff) supervises **all advertising** and that
 23 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
 24 estate agents and brokers.

1
2 2416. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
3 1402 states:

4 "A contract, combination or conspiracy between two or more persons in restraint of , or to
5 monopolize, trade or commerce, any part which is within this state is unlawful."
6

7 2417. A.R.S. 44-1403 further states:

8 "The establishment, maintenance or use of a monopoly or an attempt to establish a
9 monopoly of trade or commerce, any part of which is within this state, by any person for
10 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."
11

12 2418. The Defendant's actions also violate federal antitrust laws including the Sherman
13 Act. 15 U.S. Code § 1 states:

14
15 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
16 states, or with foreign nations, is declared illegal. Every person who shall make any
17 contract or engage in any combination conspiracy hereby declared to be illegal shall be
18 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
19 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
20 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
21 court."
22

23 2419. 15 U.S. Code § 15(a) further states:
24

1 "...[A]ny person who shall be injured in his business or property by any reason of anything
2 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
3 threefold the damages by him sustained, and the cost of suit, including a reasonable
4 attorney's fee. The court may award...simple interest on actual damages for the period
5 beginning on the date of service".

6
7 2420. From September 25, 2019 to July 15, 2020 the Defendants restricted commerce
8 and excluded competition by unlawfully and systematically redacting and excluding
9 and interfering with information in the Plaintiff's advertisements and limiting access to
10 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
11 Plaintiffs had for sale in Plaintiffs listing # 227007. As such, Defendants are liable for
12 treble damages under this cause of action. (See private and public version of listing
13 # 227007 collectively attached as Exhibit 109).

14
15 **COUNT 527**

16 **FIRST AMENDMENT**

17
18 2421. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2420 of
19 Plaintiff's Complaint.

20
21 2422. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 2423. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 2424. From September 8 , 2019 through July 15, 2020, Defendants acted as a quasi -
8 government actor and infringed on the Plaintiff's advertising in violation of the First
9 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
10 Plaintiffs listing # 227007, causing Plaintiffs to lose potential buyers causing a loss of
11 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
12 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
13 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
14 advertising contains accurate claims and representations, and fully states (emphasis
15 added) factual material relating to the information advertised. A salesperson or broker
16 shall not misrepresent the facts or create misleading impressions." pursuant to
17 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
18 version of listing # 227007 collectively attached as Exhibit 109).

19
20 **COUNT 528**

21 **FIRST AMENDMENT**

22
23 2425. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2424 of
24 Plaintiff's Complaint.

1
2 2426. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2427. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 2428. On September 8, 2019 through July 15, 2020, Defendants acted as a quasi -
13 government actor and infringed on the Plaintiff's advertising in violation of the First
14 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
15 excluded access to the home listed in Plaintiffs listing # 227007 to only WMAR
16 members and not all real estate brokers and agents licensed in Arizona, causing
17 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
18 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
19 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
20 version of listing # 227007 collectively attached as Exhibit 109).

21
22 **COUNT 529**

23 **FIRST AMENDMENT**
24

1 2429. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2429 of
2 Plaintiff's Complaint.

3
4 2430. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 2431. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2432. On September 8, 2019 through July 15, 2020, Defendants acted as a quasi -
15 government actor and infringed on the Plaintiff's advertising in violation of the First
16 Amendment of the U.S. Constitution when Defendants, would not allow information
17 about the Plaintiff's financial interest to be disclosed in listing # 227007, placing
18 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
19 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
20 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
21 and representations, and fully states (emphasis added) factual material relating to the
22 information advertised. A salesperson or broker shall not misrepresent the facts or
23 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
24 502(C) and a salesperson or broker's duties to disclose a financial interest in a

1 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
2 private and public version of listing # 227007 collectively attached as Exhibit 109).

3
4 **COUNT 530**

5 **NEGLEGEANCE**

6
7 2433. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2432 of
8 Plaintiff's Complaint.

9
10 2434. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2435. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2436. From September 8, 2019 through July 15, 2020, Defendants owed Plaintiffs a duty
21 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
22 U.S. Constitution, state law and administrative code as previously cited.

1 2437. Defendants breached this duty by redacting Plaintiff's contact information out of
2 Plaintiffs listing # 227007.

3
4 2438. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
5 a loss of income and emotional distress by redacting Plaintiff's contact information out
6 of Plaintiffs listing # 227007.

7
8 2439. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
9 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
10 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
11 Plaintiffs has to "ensure that all advertising contains accurate claims and
12 representations, and **fully states** (emphasis added) factual material relating to the
13 information advertised; and the duties a salesperson or broker has to not misrepresent
14 the facts or create misleading impressions pursuant to Arizona Administrative Code
15 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 227007
16 collectively attached as Exhibit 109).

17
18 2440. The Defendant's actions foreseeably and proximately caused a loss of income
19 and/or potential income and caused emotional distress to the Plaintiffs as well as the
20 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
21 version of listing # 227007 collectively attached as Exhibit 109).

22
23 **COUNT 531**

24 **NEGLEGEANCE**

1
2 2441. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2440 of
3 Plaintiff's Complaint.

4
5 2442. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 2443. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 2444. From September 8, 2019 through July 15, 2020, Defendants owed Plaintiffs a duty
16 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
17 U.S. Constitution and state law and administrative code as previously cited.

18
19 2445. From September 8, 2019 through July 15,, 2020, Defendants breached this duty
20 by infringing on the Plaintiff's advertising in violation of the First Amendment of the
21 U.S. Constitution when Defendants, through the Supra lockboxes by excluding access
22 to the home listed in Plaintiffs listing # 227007 to only WMAR members and not all
23 real estate brokers and agents licensed in Arizona.

1 2446. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
2 buyers and sellers.

3
4 2447. Defendant's breach foreseeably and proximately caused a loss of income and
5 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
6 by excluding access through the Supra Lockboxes to Plaintiffs listing # 227007. (See
7 Exhibit 9). (See private and public version of listing # 227007 collectively attached as
8 Exhibit 109).

9
10 **COUNT 532**

11 **NEGLEGEENCE**

12
13 2448. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2447 of
14 Plaintiff's Complaint.

15
16 2449. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
21 2450. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with the ADRE Rules including the rules that the broker (in this case the
23 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
24 estate matters and discipline related to real estate agents and brokers.

2451. On September 8, 2019 through July 15, 2020, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution, Arizona state law and Arizona Administrative Code as previously cited.

2452. Defendants breached this duty by not allowing information about the Plaintiff's financial interest to be disclosed in listing # 227007.

2453. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential buyers and sellers.

2454. Defendant's breach foreseeably and proximately caused a loss of income and emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license by not allowing information about the Plaintiff's financial interest to be disclosed in listing # 227007. (See Exhibit 9). (See private and public version of listing # 227007 collectively attached as Exhibit 109).

COUNT 533

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2455. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2454 of Plaintiff's Complaint.

1 2456. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2457. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2458. From September 8, 2019 through July 15, 2020, there existed a valid contractual
12 relationship between the Plaintiffs and their client for listing # 227007 and/or a
13 business expectancy. The Defendants had knowledge of this relationship and/or
14 business expectancy. The Defendants intentionally interfered with this contract and/or
15 business expectancy which induced or caused a breach when Defendants redacted
16 Plaintiff's contact information out of Plaintiffs listing # 227007, causing Plaintiffs to lose
17 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
18 license at risk and infringing on the duties the Plaintiffs have to supervise all
19 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
20 Plaintiffs has to "ensure that all advertising contains accurate claims and
21 representations, and **fully states** (emphasis added) factual material relating to the
22 information advertised. A salesperson or broker shall not misrepresent the facts or
23 create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing # 227007 collectively
2 attached as Exhibit 109). As such, the Defendants actions were improper.

3
4 **COUNT 534**

5 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

6
7 2459. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2458 of
8 Plaintiff's Complaint.

9
10 2460. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2461. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2462. From September 8, 2019 through July 15, 2020, there existed a valid contractual
21 relationship and/or business expectancy between the Plaintiffs and their client for
22 listing # 227007 and /or others. The Defendants had knowledge of this relationship
23 and/or business expectancy. The Defendants intentionally interfered with this
24 contract and or business expectancy which induced or caused a breach when the

Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 227007 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 227007 collectively attached as Exhibit 109). As such, the Defendants actions were improper

COUNT 535

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2463. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2462 of Plaintiff's Complaint.

2464. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2465. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2466. From September 8, 2019 through July 15, 2020, there existed a valid contractual
7 relationship between the Plaintiffs and their client for listing # 227007 and/or a
8 business expectancy with the client or others. The Defendants had knowledge of this
9 relationship and/or business expectancy. The Defendants intentionally interfered with
10 this contract and/or business expectancy which induced or caused a breach when the
11 Defendants would not allow information about the Plaintiff's financial interest to be
12 disclosed in listing # 227007, causing Plaintiffs to lose potential buyers causing a loss
13 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
14 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
15 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
16 advertising contains accurate claims and representations, and fully states (emphasis
17 added) factual material relating to the information advertised. A salesperson or broker
18 shall not misrepresent the facts or create misleading impressions." pursuant to
19 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
20 version of listing # 227007 collectively attached as Exhibit 109). As such, the
21 Defendants actions were improper.

22
23 **COUNT 536**

24 **AIDING AND ABETTING TORTIOUS CONDUCT**

1
2 2467. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2466 of
3 Plaintiff's Complaint.

4
5 2468. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 2469. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 2470. From September 8, 2019 through July 15, 2020, all or some of the Defendants
16 knew that all or some of them were committing an intentional tort when the Defendants
17 redacted Plaintiff's contact information out of Plaintiffs listing # 227007. The
18 Defendants knew that this conduct constituted a breach of duty. And the Defendants
19 substantially assisted or encouraged the primary tortfeasor in the achievement of the
20 breach.

21
22 2471. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
23 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
24 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code

1 R4-28-502(G); the duties the Plaintiffs has to “ensure that all advertising contains
 2 accurate claims and representations, and **fully states** (emphasis added) factual
 3 material relating to the information advertised. A salesperson or broker shall not
 4 misrepresent the facts or create misleading impressions.” pursuant to Arizona
 5 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
 6 of listing # 227007 collectively attached as Exhibit 109).

8 **COUNT 537**

9 **AIDING AND ABETTING TORTIOUS CONDUCT**

10
 11 2472. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2471 of
 12 Plaintiff's Complaint.

13
 14 2473. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 2474. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 2475. From September 8, 2019 through July 15, 2020, all or some of the Defendants
2 knew that all or some of them were committing an intentional tort when the Defendants
3 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
4 227007 to only WMAR members and not all real estate brokers and agents licensed
5 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
6 the Defendants substantially assisted or encouraged the primary tortfeasor in the
7 achievement of the breach.

8
9 2476. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
10 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
11 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
12 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
13 and representations, and **fully states** (emphasis added) factual material relating to the
14 information advertised. A salesperson or broker shall not misrepresent the facts or
15 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
16 502(C). (See Exhibit 9). (See private and public version of listing #227007 collectively
17 attached as Exhibit 109).

18
19 **COUNT 538**

20 **AIDING AND ABETTING TORTIOUS CONDUCT**

21
22 2477. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2476 of
23 Plaintiff's Complaint.
24

1 2478. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2479. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2480. From September 8, 2019 through July 15, 2020, all or some of the Defendants
12 knew that all or some of them were committing an intentional tort when the Defendants
13 would not allow information about the Plaintiff's financial interest to be disclosed in
14 listing # 227007. The Defendants knew that this conduct constituted a breach of duty.
15 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
16 achievement of the breach.

17
18 2481. This caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
20 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
22 claims and representations, and **fully states** (emphasis added) factual material
23 relating to the information advertised. A salesperson or broker shall not misrepresent
24 the facts or create misleading impressions." pursuant to Arizona Administrative Code

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #227007
2 collectively attached as Exhibit 109).

3
4 **COUNT 539 THROUGH 543**

5 **BREACH OF CONTRACT**

6
7 2482. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2481 of
8 Plaintiff's Complaint.

9
10 2483. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2484. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2485. On October 25, 2019 through December 11, 2019, Defendants breached their duty
21 when Defendants inquired about and ultimately requested changes for listing #
22 209055, 208109, 223749, 217826 and 220422 . These actions infringed upon
23 Plaintiffs relationship with their client and infringed on the duties the Plaintiffs have to
24 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G). (See

1 Exhibit 9). (See also Arizona Administrative Code R4-28-502(B). (See emails from
2 MLS Chair and WMAR President, Linda Cedarblade as well as the WMAR Billing
3 Statement for \$843.00 showing the Plaintiffs continued to be employees of the
4 Plaintiffs collectively attached as Exhibit 110).

5

6 2486.

7

8

COUNT 544 THROUGH 548

9

ANTITRUST LAWS

10

11 2487. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2485 of
12 Plaintiff's Complaint.

13

14 2488. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
16 and access to homes and commercial property through lockboxes (Supra since at
17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18

19 2489. Despite anything written to the contrary, Defendants were aware that Plaintiffs
20 must comply with federal and state antitrust laws and the ADRE Rules including the
21 rules that the broker (in this case the Plaintiff) supervises all advertising and that
22 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
23 estate agents and brokers.

24

1 2490. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
2 1402 states:

3 "A contract, combination or conspiracy between two or more persons in restraint of , or to
4 monopolize, trade or commerce, any part which is within this state is unlawful."

5
6 2491. A.R.S. 44-1403 further states:

7 "The establishment, maintenance or use of a monopoly or an attempt to establish a
8 monopoly of trade or commerce, any part of which is within this state, by any person for
9 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

10
11 2492. The Defendant's actions also violate federal antitrust laws including the Sherman
12 Act. 15 U.S. Code § 1 states:

13
14 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
15 states, or with foreign nations, is declared illegal. Every person who shall make any
16 contract or engage in any combination conspiracy hereby declared to be illegal shall be
17 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
18 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
19 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
20 court."

21
22 2493. 15 U.S. Code § 15(a) further states:
23
24

1 "...[A]ny person who shall be injured in his business or property by any reason of anything
2 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
3 threefold the damages by him sustained, and the cost of suit, including a reasonable
4 attorney's fee. The court may award...simple interest on actual damages for the period
5 beginning on the date of service".

6
7 2494. From October 25, 2019 to December 11, 2019 the Defendants restricted
8 commerce and excluded competition by unlawfully and systematically redacting and
9 excluding and interfering with information in the Plaintiff's advertisements for homes
10 Plaintiffs had for sale in Plaintiffs listing # 209055, 208109, 223749, 217826, 220422.
11 As such, Defendants are liable for treble damages under this cause of action. (See
12 emails from MLS Chair and WMAR President, Linda Cedarblade as well as the WMAR
13 Billing Statement for \$843.00 showing the Plaintiffs continued to be employees of the
14 Plaintiffs collectively attached as Exhibit 110).

15
16 **COUNT 549 THROUGH 553**

17 **FIRST AMENDMENT**

18
19 2495. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2494 of
20 Plaintiff's Complaint.

21
22 2496. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
24

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2497. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2498. From October 25, 2019 through December 11, 2019, Defendants acted as a quasi
10 -government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution by interfering with Plaintiff's advertising in
12 Plaintiff's listing #s 209055, 208109, 223749, 217826, and 220422, causing Plaintiffs
13 to lose potential buyers causing a loss of income, placing Plaintiff's real estate
14 brokerage license at risk and infringing on the duties the Plaintiffs have to supervise
15 all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
16 Plaintiffs has to "ensure that all advertising contains accurate claims and
17 representations, and **fully states** (emphasis added) factual material relating to the
18 information advertised. A salesperson or broker shall not misrepresent the facts or
19 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
20 502(C). (See Exhibit 9). (See emails from MLS Chair and WMAR President, Linda
21 Cedarblade as well as the WMAR Billing Statement for \$843.00 showing the Plaintiffs
22 continued to be employees of the Plaintiffs collectively attached as Exhibit 110).

NEGLEGEANCE

2499. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2498 of Plaintiff's Complaint.

2500. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2501. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2502. From October 25, 2019 through December 11, 2019, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution, state law and administrative code as previously cited.

2503. Defendants breached this duty by interfering with information in Plaintiffs listing #s 209055, 208109, 223749, 217826 and 220422.

1 2504. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
2 a loss of income and emotional distress by by interfering with information in Plaintiffs
3 listing #s 209055, 208109, 223749, 217826 and 220422.

4
5 2505. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
6 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
7 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
8 Plaintiffs has to "ensure that all advertising contains accurate claims and
9 representations, and fully states (emphasis added) factual material relating to the
10 information advertised; and the duties a salesperson or broker has to not misrepresent
11 the facts or create misleading impressions pursuant to Arizona Administrative Code
12 R4-24-502(C). (See Exhibit 9).

13
14 2506. The Defendant's actions foreseeably and proximately caused a loss of income
15 and/or potential income and caused emotional distress to the Plaintiffs as well as the
16 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See emails from MLS
17 Chair and WMAR President, Linda Cedarblade as well as the WMAR Billing
18 Statement for \$843.00 showing the Plaintiffs continued to be employees of the
19 Plaintiffs collectively attached as Exhibit 110).

20
21 **COUNT 559 THROUGH 563**

22 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
23
24

1 2507. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2507 of
2 Plaintiff's Complaint.

3
4 2508. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 2509. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2510. From October 25, 2019 through December 11, 2019, there existed a valid
15 contractual relationship between the Plaintiffs and their client for listing # 209055,
16 208109, 223749, 217826, and 220422 and/or a business expectancy. The
17 Defendants had knowledge of this relationship and/or business expectancy. The
18 Defendants intentionally interfered with this contract and/or business expectancy
19 which induced or caused a breach when Defendants interfered with Plaintiff's
20 advertising in Plaintiff's listing #s 209055, 208109, 223749, 21782 and 220422,
21 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
22 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
23 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
24 duties Plaintiffs has to "ensure that all advertising contains accurate claims and

1 representations, and **fully states** (emphasis added) factual material relating to the
 2 information advertised. A salesperson or broker shall not misrepresent the facts or
 3 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 4 502(C). (See Exhibit 9). (See emails from MLS Chair and WMAR President, Linda
 5 Cedarblade as well as the WMAR Billing Statement for \$843.00 showing the Plaintiffs
 6 continued to be employees of the Plaintiffs collectively attached as Exhibit 110). As
 7 such, the Defendants actions were improper.

8
 9 **COUNT 564 THROUGH 568**

10 **AIDING AND ABETTING TORTIOUS CONDUCT**

11
 12 2511. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2510 of
 13 Plaintiff’s Complaint.

14
 15 2512. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 2513. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1 2514. From October 25, 2019 through December 11, 2019, all or some of the Defendants
2 knew that all or some of them were committing an intentional tort when the Defendants
3 interfered with Plaintiff's contact information in Plaintiff's listing #s 209055, 208109,
4 223749, 217826 and 220422. The Defendants knew that this conduct constituted a
5 breach of duty. And the Defendants substantially assisted or encouraged the primary
6 tortfeasor in the achievement of the breach.

7
8 2515. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
9 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
10 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
11 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
12 accurate claims and representations, and **fully states** (emphasis added) factual
13 material relating to the information advertised. A salesperson or broker shall not
14 misrepresent the facts or create misleading impressions." pursuant to Arizona
15 Administrative Code R4-24-502(C). (See Exhibit 9). (See emails from MLS Chair and
16 WMAR President, Linda Cedarblade as well as the WMAR Billing Statement for
17 \$843.00 showing the Plaintiffs continued to be employees of the Plaintiffs collectively
18 attached as Exhibit 110).

19
20 **COUNT 569**

21 **BREACH OF CONTRACT**

22
23 2516. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2515 of
24 Plaintiff's Complaint.

1
2 2517. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2518. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 2519. From February 4, 2020 through June 25, 2020, Defendants breached their duty
13 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
14 228224, causing Plaintiffs to lose potential buyers causing a loss of income, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and fully states (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C). (See Exhibit 9). (See private and public version of listing # 228224 collectively
22 attached as Exhibit 111).

BREACH OF CONTRACT

2520. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2519 of Plaintiff's Complaint.

2521. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2522. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2523. On February 4, 2020 through June 25, 2020, Defendants breached their duty when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 228224 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #228224 collectively attached as Exhibit 111).

COUNT 571

BREACH OF CONTRACT

2524. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2523 of Plaintiff's Complaint.

2525. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2526. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2527. On February 4, 2020 through June 25, 2020, Defendants breached this duty when Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing # 228224, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to

1 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
 2 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
 3 24-502(B). (See Exhibit 9). (See private and public version of listing # 228224
 4 collectively attached as Exhibit 111).

6 **COUNT 572**

7 **ANTITRUST LAWS**

8
 9 2528. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2527 of
 10 Plaintiff's Complaint.

11
 12 2529. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 2530. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with federal and state antitrust laws and the ADRE Rules including the
 19 rules that the broker (in this case the Plaintiff) supervises all advertising and that
 20 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
 21 estate agents and brokers.

22
 23 2531. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-

24 1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 2532. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 2533. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 2534. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 2535. From February 4, 2020 to June 25, 2020 the Defendants restricted commerce and
5 excluded competition by unlawfully and systematically redacting and excluding and
6 interfering with information in the Plaintiff's advertisements and limiting access to
7 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
8 Plaintiffs had for sale in Plaintiffs listing # 228224. As such, Defendants are liable for
9 treble damages under this cause of action. (See private and public version of listing
10 # 228224 collectively attached as Exhibit 111).

11
12 **COUNT 573**

13 **FIRST AMENDMENT**

14
15 2536. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2535 of
16 Plaintiff's Complaint.

17
18 2537. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 2538. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 2539. From February 4, 2020 through June 25, 2020, Defendants acted as a quasi -
 5 government actor and infringed on the Plaintiff's advertising in violation of the First
 6 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
 7 Plaintiffs listing # 228224, causing Plaintiffs to lose potential buyers causing a loss of
 8 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 9 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 11 advertising contains accurate claims and representations, and fully states (emphasis
 12 added) factual material relating to the information advertised. A salesperson or broker
 13 shall not misrepresent the facts or create misleading impressions." pursuant to
 14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 15 version of listing # 228224 collectively attached as Exhibit 111).

16
 17 **COUNT 574**

18 **FIRST AMENDMENT**

19
 20 2540. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2539 of
 21 Plaintiff's Complaint.

22
 23 2541. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2542. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2543. On February 4, 2020 through June 25, 2020, Defendants acted as a quasi -
10 government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
12 excluded access to the home listed in Plaintiff's listing # 228224 to only WMAR
13 members and not all real estate brokers and agents licensed in Arizona, causing
14 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
15 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
17 version of listing # 228224 collectively attached as Exhibit 111).

18
19 **COUNT 575**

20 **FIRST AMENDMENT**

21
22 2544. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2543 of
23 Plaintiff's Complaint.

1 2545. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2546. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2547. On February 4, 2020 through June 25, 2020, Defendants acted as a quasi -
12 government actor and infringed on the Plaintiff's advertising in violation of the First
13 Amendment of the U.S. Constitution when Defendants, would not allow information
14 about the Plaintiff's financial interest to be disclosed in listing # 228224, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and **fully states** (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C) and a salesperson or broker's duties to disclose a financial interest in a
22 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
23 private and public version of listing # 228224 collectively attached as Exhibit 111).

COUNT 576

NEGLEGEANCE

2548. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2547 of Plaintiff's Complaint.

2549. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2550. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2551. From February 4, 2020 through June 25, 2020, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution, state law and administrative code as previously cited.

2552. Defendants breached this duty by redacting Plaintiff's contact information out of Plaintiffs listing # 228224.

1 2553. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
2 a loss of income and emotional distress by redacting Plaintiff's contact information out
3 of Plaintiffs listing # 228224.

4
5 2554. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
6 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
7 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
8 Plaintiffs has to "ensure that all advertising contains accurate claims and
9 representations, and **fully states** (emphasis added) factual material relating to the
10 information advertised; and the duties a salesperson or broker has to not misrepresent
11 the facts or create misleading impressions pursuant to Arizona Administrative Code
12 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 228224
13 collectively attached as Exhibit 111).

14
15 2555. The Defendant's actions foreseeably and proximately caused a loss of income
16 and/or potential income and caused emotional distress to the Plaintiffs as well as the
17 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
18 version of listing # 228224 collectively attached as Exhibit 111).

19
20 **COUNT 577**

21 **NEGLEGEANCE**

22
23 2556. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2555 of
24 Plaintiff's Complaint.

1
2 2557. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2558. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 2559. From February 4, 2020 through June 25, 2020, Defendants owed Plaintiffs a duty
13 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
14 U.S. Constitution and state law and administrative code as previously cited.

15
16 2560. From February 4, 2020 through June 25, 2020, Defendants breached this duty by
17 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
18 Constitution when Defendants, through the Supra lockboxes by excluding access to
19 the home listed in Plaintiffs listing # 228224 to only WMAR members and not all real
20 estate brokers and agents licensed in Arizona,

21
22 2561. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
23 buyers and sellers
24

1 2562. Defendant's breach foreseeably and proximately caused a loss of income and
2 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
3 by excluding access through the Supra Lockboxes to Plaintiffs listing # 228224. (See
4 Exhibit 9). (See private and public version of listing # 228224 collectively attached as
5 Exhibit 111).

6
7 **COUNT 578**

8 **NEGLEGEENCE**

9
10 2563. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2562 of
11 Plaintiff's Complaint.

12
13 2564. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
15 and access to homes and commercial property through lockboxes (Supra since at
16 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

17
18 2565. Despite anything written to the contrary, Defendants were aware that Plaintiffs
19 must comply with the ADRE Rules including the rules that the broker (in this case the
20 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
21 estate matters and discipline related to real estate agents and brokers.

1 2566. On February 4, 2020 through June 25, 2020, Defendants owed Plaintiffs a duty to
2 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
3 Constitution, Arizona state law and Arizona Administrative Code as previously cited.

4
5 2567. Defendants breached this duty by not allowing information about the Plaintiff's
6 financial interest to be disclosed in listing # 228224.

7
8 2568. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
9 buyers and sellers.

10
11 2569. Defendant's breach foreseeably and proximately caused a loss of income and
12 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
13 by not allowing information about the Plaintiff's financial interest to be disclosed in
14 listing # 228224. (See Exhibit 9). (See private and public version of listing # 228224
15 collectively attached as Exhibit 111).

16
17 **COUNT 579**

18 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

19
20 2570. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2569 of
21 Plaintiff's Complaint.

22
23 2571. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2572. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2573. From February 4, 2020 through June 25, 2020, there existed a valid contractual
10 relationship between the Plaintiffs and their client for listing # 228224 and/or a
11 business expectancy. The Defendants had knowledge of this relationship and/or
12 business expectancy. The Defendants intentionally interfered with this contract and/or
13 business expectancy which induced or caused a breach when Defendants redacted
14 Plaintiff's contact information out of Plaintiffs listing # 228224, causing Plaintiffs to lose
15 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
16 license at risk and infringing on the duties the Plaintiffs have to supervise all
17 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
18 Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing # 228224 collectively
23 attached as Exhibit 111). As such, the Defendants actions were improper.

COUNT 580

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2574. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2573 of Plaintiff's Complaint.

2575. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2576. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2577. From February 4, 2020 through June 25, 2020, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing # 228224 and /or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 228224 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing # 228224 collectively attached as Exhibit 111). As such, the
 9 Defendants actions were improper

10 11 **COUNT 581**

12 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

13
 14 2578. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2577 of
 15 Plaintiff's Complaint.

16
 17 2579. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
 22 2580. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 2581. From February 4, 2020 through June 25, 2020, there existed a valid contractual
5 relationship between the Plaintiffs and their client for listing # 228224 and/or a
6 business expectancy with the client or others. The Defendants had knowledge of this
7 relationship and/or business expectancy. The Defendants intentionally interfered with
8 this contract and/or business expectancy which induced or caused a breach when the
9 Defendants would not allow information about the Plaintiff's financial interest to be
10 disclosed in listing # 228224, causing Plaintiffs to lose potential buyers causing a loss
11 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
12 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
13 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
14 advertising contains accurate claims and representations, and fully states (emphasis
15 added) factual material relating to the information advertised. A salesperson or broker
16 shall not misrepresent the facts or create misleading impressions." pursuant to
17 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
18 version of listing # 228224 collectively attached as Exhibit 111). As such, the
19 Defendants actions were improper.

20
21 **COUNT 582**

22 **AIDING AND ABETTING TORTIOUS CONDUCT**
23
24

1 2582. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2581 of
2 Plaintiff's Complaint.

3
4 2583. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 2584. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2585. From February 4, 2020 through June 25, 2020, all or some of the Defendants knew
15 that all or some of them were committing an intentional tort when the Defendants
16 redacted Plaintiff's contact information out of Plaintiffs listing # 228224. The
17 Defendants knew that this conduct constituted a breach of duty. And the Defendants
18 substantially assisted or encouraged the primary tortfeasor in the achievement of the
19 breach.

20
21 2586. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
22 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
23 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
24 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains

1 accurate claims and representations, and **fully states** (emphasis added) factual
 2 material relating to the information advertised. A salesperson or broker shall not
 3 misrepresent the facts or create misleading impressions.” pursuant to Arizona
 4 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
 5 of listing # 228224 collectively attached as Exhibit 111).

7 **COUNT 583**

8 **AIDING AND ABETTING TORTIOUS CONDUCT**

9
 10 2587. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2586 of
 11 Plaintiff’s Complaint.

12
 13 2588. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
 18 2589. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 2590. From February 4, 2020 through June 25, 2020, all or some of the Defendants knew
 24 that all or some of them were committing an intentional tort when the Defendants

1 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
2 228224 to only WMAR members and not all real estate brokers and agents licensed
3 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
4 the Defendants substantially assisted or encouraged the primary tortfeasor in the
5 achievement of the breach.

6
7 2591. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
8 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
9 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
10 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
11 and representations, and **fully states** (emphasis added) factual material relating to the
12 information advertised. A salesperson or broker shall not misrepresent the facts or
13 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
14 502(C). (See Exhibit 9). (See private and public version of listing # 228224 collectively
15 attached as Exhibit 111).

16
17 **COUNT 584**

18 **AIDING AND ABETTING TORTIOUS CONDUCT**

19
20 2592. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2591 of
21 Plaintiff's Complaint.

22
23 2593. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2594. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2595. From February 4, 2020 through June 25, 2020, all or some of the Defendants knew
10 that all or some of them were committing an intentional tort when the Defendants
11 would not allow information about the Plaintiff's financial interest to be disclosed in
12 listing # 228224. The Defendants knew that this conduct constituted a breach of duty.
13 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
14 achievement of the breach.

15
16 2596. This caused the Plaintiffs to lose potential buyers causing a loss of income,
17 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
18 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
19 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
20 claims and representations, and fully states (emphasis added) factual material
21 relating to the information advertised. A salesperson or broker shall not misrepresent
22 the facts or create misleading impressions." pursuant to Arizona Administrative Code
23 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 228224
24 collectively attached as Exhibit 111).

COUNT 585

BREACH OF CONTRACT

2597. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2596 of Plaintiff's Complaint.

2598. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2599. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2600. From February 15, 2020 through May 1, 2020, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 228387, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
2 502(C). (See Exhibit 9). (See private and public version of listing # 228387 collectively
3 attached as Exhibit 112).

4
5 **COUNT 586**

6 **BREACH OF CONTRACT**

7
8 2601. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2600 of
9 Plaintiff’s Complaint.

10
11 2602. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
16 2603. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 2604. On February 15, 2020 through May 1, 2020, Defendants breached their duty when
22 Defendants, through the Supra lockboxes excluded access to the home listed in
23 Plaintiffs listing # 228387 to only WMAR members and not all real estate brokers and
24 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income and infringing on the duties the Plaintiffs have to supervise all advertising
 2 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
 3 (See Exhibit 9). (See private and public version of listing #228387 collectively
 4 attached as Exhibit 112).

6 **COUNT 587**

7 **ANTITRUST LAWS**

8
 9 2605. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2604 of
 10 Plaintiff's Complaint.

11
 12 2606. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 2607. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with federal and state antitrust laws and the ADRE Rules including the
 19 rules that the broker (in this case the Plaintiff) supervises all advertising and that
 20 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
 21 estate agents and brokers.

22
 23 2608. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-

24 1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 2609. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 2610. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 2611. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 2612. From February 15, 2020 to May 1, 2020 the Defendants restricted commerce and
5 excluded competition by unlawfully and systematically redacting and excluding and
6 interfering with information in the Plaintiff's advertisements and limiting access to
7 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
8 Plaintiffs had for sale in Plaintiffs listing # 228387. As such, Defendants are liable for
9 treble damages under this cause of action. (See private and public version of listing
10 # 228387 collectively attached as Exhibit 112).

11
12 **COUNT 588**

13 **FIRST AMENDMENT**

14
15 2613. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2612 of
16 Plaintiff's Complaint.

17
18 2614. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 2615. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 2616. From February 4, 2020 through May 1, 2020, Defendants acted as a quasi -
 5 government actor and infringed on the Plaintiff's advertising in violation of the First
 6 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
 7 Plaintiffs listing # 228387, causing Plaintiffs to lose potential buyers causing a loss of
 8 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 9 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 11 advertising contains accurate claims and representations, and fully states (emphasis
 12 added) factual material relating to the information advertised. A salesperson or broker
 13 shall not misrepresent the facts or create misleading impressions." pursuant to
 14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 15 version of listing # 228387 collectively attached as Exhibit 112).

16
 17 **COUNT 589**

18 **FIRST AMENDMENT**

19
 20 2617. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2616 of
 21 Plaintiff's Complaint.

22
 23 2618. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2619. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2620. On February 4, 2020 through May 1, 2020, Defendants acted as a quasi -
10 government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
12 excluded access to the home listed in Plaintiff's listing # 228387 to only WMAR
13 members and not all real estate brokers and agents licensed in Arizona, causing
14 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
15 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
17 version of listing # 228387 collectively attached as Exhibit 112).

18
19 **COUNT 590**

20 **NEGLEGEANCE**

21
22 2621. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2620 of
23 Plaintiff's Complaint.

1 2622. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2623. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2624. From February 15, 2020 through May 1, 2020, Defendants owed Plaintiffs a duty
12 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
13 U.S. Constitution, state law and administrative code as previously cited.

14
15 2625. Defendants breached this duty by redacting Plaintiff's contact information out of
16 Plaintiffs listing # 228387.

17
18 2626. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
19 a loss of income and emotional distress by redacting Plaintiff's contact information out
20 of Plaintiffs listing # 228387.

21
22 2627. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
23 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
24 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties

1 Plaintiffs has to “ensure that all advertising contains accurate claims and
2 representations, and **fully states** (emphasis added) factual material relating to the
3 information advertised; and the duties a salesperson or broker has to not misrepresent
4 the facts or create misleading impressions pursuant to Arizona Administrative Code
5 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 228387
6 collectively attached as Exhibit 112).

7
8 2628. The Defendant’s actions foreseeably and proximately caused a loss of income
9 and/or potential income and caused emotional distress to the Plaintiffs as well as the
10 potential loss of Plaintiff’s real estate license. (See Exhibit 9). (See private and public
11 version of listing # 228387 collectively attached as Exhibit 112).

12
13 **COUNT 591**

14 **NEGLEGENCE**

15
16 2629. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2628 of
17 Plaintiff’s Complaint.

18
19 2630. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

1 2631. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2632. From February 15, 2020 through May 1, 2020, Defendants owed Plaintiffs a duty
7 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
8 U.S. Constitution and state law and administrative code as previously cited.

9
10 2633. From February 15, 2020 through May 1, 2020, Defendants breached this duty by
11 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
12 Constitution when Defendants, through the Supra lockboxes by excluding access to
13 the home listed in Plaintiffs listing # 228387 to only WMAR members and not all real
14 estate brokers and agents licensed in Arizona,

15
16 2634. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
17 buyers and sellers

18
19 2635. Defendant's breach foreseeably and proximately caused a loss of income and
20 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
21 by excluding access through the Supra Lockboxes to Plaintiffs listing # 228387. (See
22 Exhibit 9). (See private and public version of listing # 228387 collectively attached as
23 Exhibit 112).

COUNT 592

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2636. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2635 of Plaintiff's Complaint.

2637. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2638. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2639. From February 15, 2020 through May 1, 2020, there existed a valid contractual relationship between the Plaintiffs and their client for listing # 228387 and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 228387, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 2 Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing # 228387 collectively
 7 attached as Exhibit 112). As such, the Defendants actions were improper.

9 **COUNT 593**

10 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

11
 12 2640. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2639 of
 13 Plaintiff's Complaint.

14
 15 2641. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
 20 2642. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

2643. From February 15, 2020 through May 1, 2020, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing # 228387 and /or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 228387 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 228387 collectively attached as Exhibit 112). As such, the Defendants actions were improper

COUNT 594

AIDING AND ABETTING TORTIOUS CONDUCT

2644. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2643 of Plaintiff's Complaint.

1 2645. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2646. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2647. From February 15, 2020 through May 1, 2020, all or some of the Defendants knew
12 that all or some of them were committing an intentional tort when the Defendants
13 redacted Plaintiff's contact information out of Plaintiffs listing # 228387. The
14 Defendants knew that this conduct constituted a breach of duty. And the Defendants
15 substantially assisted or encouraged the primary tortfeasor in the achievement of the
16 breach.

17
18 2648. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
22 accurate claims and representations, and **fully states** (emphasis added) factual
23 material relating to the information advertised. A salesperson or broker shall not
24 misrepresent the facts or create misleading impressions." pursuant to Arizona

1 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
2 of listing # 228387 collectively attached as Exhibit 112).

3

4

COUNT 595

5

AIDING AND ABETTING TORTIOUS CONDUCT

6

7

2649. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2648 of
8 Plaintiff's Complaint.

9

10

2650. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14

15

2651. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19

20

2652. From February 15, 2020 through May 1, 2020, all or some of the Defendants knew
21 that all or some of them were committing an intentional tort when the Defendants
22 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
23 228387 to only WMAR members and not all real estate brokers and agents licensed
24 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And

1 the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 2653. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
8 and representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or
10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
11 502(C). (See Exhibit 9). (See private and public version of listing # 228387 collectively
12 attached as Exhibit 112).

13
14 **COUNT 596**

15 **BREACH OF CONTRACT**

16
17 2654. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2653 of
18 Plaintiff's Complaint.

19
20 2655. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2656. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2657. From March 13, 2020 through March 13, 2021, Defendants breached their duty
7 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
8 228764, causing Plaintiffs to lose potential buyers causing a loss of income, placing
9 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
10 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
11 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
12 and representations, and fully states (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C). (See Exhibit 9). (See private and public version of listing # 228764 collectively
16 attached as Exhibit 113).

17
18 **COUNT 597**

19 **BREACH OF CONTRACT**

20
21 2658. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2657 of
22 Plaintiff's Complaint.

1 2659. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2660. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2661. On March 13, 2020 through March 13, 2021, Defendants breached their duty when
12 Defendants, through the Supra lockboxes excluded access to the home listed in
13 Plaintiffs listing # 228764 to only WMAR members and not all real estate brokers and
14 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
15 of income and infringing on the duties the Plaintiffs have to supervise all advertising
16 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
17 (See Exhibit 9). (See private and public version of listing #228764 collectively
18 attached as Exhibit 113).

19
20 **COUNT 598**

21 **ANTITRUST LAWS**

22
23 2662. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2661 of
24 Plaintiff's Complaint.

1
2 2663. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2664. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 2665. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 2666. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 2667. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 2668. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 2669. From March 13, 2020 to March 13, 2021 the Defendants restricted commerce and
19 excluded competition by unlawfully and systematically redacting and excluding and
20 interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing # 228764. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 # 228764 collectively attached as Exhibit 113).

COUNT 599

FIRST AMENDMENT

2670. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2669 of Plaintiff's Complaint.

2671. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2672. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2673. From March 13, 2020 through March 13, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing # 228764, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all

1 advertising contains accurate claims and representations, and **fully states** (emphasis
 2 added) factual material relating to the information advertised. A salesperson or broker
 3 shall not misrepresent the facts or create misleading impressions.” pursuant to
 4 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 5 version of listing # 228764 collectively attached as Exhibit 113).

6 7 **COUNT 600**

8 **FIRST AMENDMENT**

9
 10 2674. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2673 of
 11 Plaintiff’s Complaint.

12
 13 2675. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
 18 2676. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 2677. On March 13, 2020 through March 13, 2021, Defendants acted as a quasi -
 24 government actor and infringed on the Plaintiff’s advertising in violation of the First

Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiff's listing # 228764 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing # 228764 collectively attached as Exhibit 113).

COUNT 601

NEGLEGEENCE

2678. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2677 of Plaintiff's Complaint.

2679. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2680. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1 2681. From March 13, 2020 through March 13, 2021, Defendants owed Plaintiffs a duty
2 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
3 U.S. Constitution, state law and administrative code as previously cited.

4
5 2682. Defendants breached this duty by redacting Plaintiff's contact information out of
6 Plaintiffs listing # 228764.

7
8 2683. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
9 a loss of income and emotional distress by redacting Plaintiff's contact information out
10 of Plaintiffs listing # 228764.

11
12 2684. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
13 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
14 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
15 Plaintiffs has to "ensure that all advertising contains accurate claims and
16 representations, and **fully states** (emphasis added) factual material relating to the
17 information advertised; and the duties a salesperson or broker has to not misrepresent
18 the facts or create misleading impressions pursuant to Arizona Administrative Code
19 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 228764
20 collectively attached as Exhibit 113).

21
22 2685. The Defendant's actions foreseeably and proximately caused a loss of income
23 and/or potential income and caused emotional distress to the Plaintiffs as well as the
24

1 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
2 version of listing # 228764 collectively attached as Exhibit 113).

3
4 **COUNT 602**

5 **NEGLEGEANCE**

6
7 2686. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2685 of
8 Plaintiff's Complaint.

9
10 2687. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2688. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2689. From March 13, 2020 through March 13, 2021, Defendants owed Plaintiffs a duty
21 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
22 U.S. Constitution and state law and administrative code as previously cited.

1 2690. From March 13, 2020 through March 13, 2021, Defendants breached this duty by
2 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
3 Constitution when Defendants, through the Supra lockboxes by excluding access to
4 the home listed in Plaintiffs listing # 228764 to only WMAR members and not all real
5 estate brokers and agents licensed in Arizona,

6
7 2691. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
8 buyers and sellers

9
10 2692. Defendant's breach foreseeably and proximately caused a loss of income and
11 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
12 by excluding access through the Supra Lockboxes to Plaintiffs listing # 228764. (See
13 Exhibit 9). (See private and public version of listing # 228764 collectively attached as
14 Exhibit 113).

15
16 **COUNT 603**

17 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

18
19 2693. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2692 of
20 Plaintiff's Complaint.

21
22 2694. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2695. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2696. From March 13, 2020 through March 13, 2021, there existed a valid contractual
10 relationship between the Plaintiffs and their client for listing # 228764 and/or a
11 business expectancy. The Defendants had knowledge of this relationship and/or
12 business expectancy. The Defendants intentionally interfered with this contract and/or
13 business expectancy which induced or caused a breach when Defendants redacted
14 Plaintiff's contact information out of Plaintiffs listing # 228764, causing Plaintiffs to lose
15 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
16 license at risk and infringing on the duties the Plaintiffs have to supervise all
17 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
18 Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing # 228764 collectively
23 attached as Exhibit 113). As such, the Defendants actions were improper.

COUNT 604

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2697. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2696 of Plaintiff's Complaint.

2698. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2699. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2700. From March 13, 2020 through March 13, 2021, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing # 228764 and /or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 228764 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing # 228764 collectively attached as Exhibit 113). As such, the
 9 Defendants actions were improper

10 11 **COUNT 605**

12 **AIDING AND ABETTING TORTIOUS CONDUCT**

13
 14 2701. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2700 of
 15 Plaintiff's Complaint.

16
 17 2702. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
 22 2703. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 2704. From March 13, 2020 through March 13, 2021, all or some of the Defendants knew
5 that all or some of them were committing an intentional tort when the Defendants
6 redacted Plaintiff's contact information out of Plaintiffs listing # 228764. The
7 Defendants knew that this conduct constituted a breach of duty. And the Defendants
8 substantially assisted or encouraged the primary tortfeasor in the achievement of the
9 breach.

10
11 2705. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
12 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
13 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
14 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
15 accurate claims and representations, and fully states (emphasis added) factual
16 material relating to the information advertised. A salesperson or broker shall not
17 misrepresent the facts or create misleading impressions." pursuant to Arizona
18 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
19 of listing # 228764 collectively attached as Exhibit 113).

20
21 **COUNT 606**

22 **AIDING AND ABETTING TORTIOUS CONDUCT**
23
24

1 2706. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2705 of
2 Plaintiff's Complaint.

3
4 2707. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 2708. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2709. From March 13, 2020 through March 13, 2021, all or some of the Defendants knew
15 that all or some of them were committing an intentional tort when the Defendants
16 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
17 228764 to only WMAR members and not all real estate brokers and agents licensed
18 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
19 the Defendants substantially assisted or encouraged the primary tortfeasor in the
20 achievement of the breach.

21
22 2710. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
23 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
24 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-

1 502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate claims
 2 and representations, and **fully states** (emphasis added) factual material relating to the
 3 information advertised. A salesperson or broker shall not misrepresent the facts or
 4 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 5 502(C). (See Exhibit 9). (See private and public version of listing # 228764 collectively
 6 attached as Exhibit 113).

7
 8 **COUNT 607**

9 **BREACH OF CONTRACT**

10
 11 2711. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2710 of
 12 Plaintiff's Complaint.

13
 14 2712. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 2713. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 2714. From March 29, 2020 through October 21, 2020, Defendants breached their duty
2 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
3 228962, causing Plaintiffs to lose potential buyers causing a loss of income, placing
4 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
5 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
6 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
7 and representations, and **fully states** (emphasis added) factual material relating to the
8 information advertised. A salesperson or broker shall not misrepresent the facts or
9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
10 502(C). (See Exhibit 9). (See private and public version of listing # 228962 collectively
11 attached as Exhibit 114).

12
13 **COUNT 608**

14 **BREACH OF CONTRACT**

15
16 2715. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2714 of
17 Plaintiff's Complaint.

18
19 2716. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2717. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2718. On March 29, 2020 through October 21, 2020, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing # 228962 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing #228962
13 collectively attached as Exhibit 114).

14
15 **COUNT 609**

16 **BREACH OF CONTRACT**

17
18 2719. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2718 of
19 Plaintiff's Complaint.

20
21 2720. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 2721. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.
6

7 2722. On March 29, 2020 through October 21, 2020, Defendants breached this duty
8 when Defendants would not allow information about the Plaintiff's financial interest to
9 be disclosed in listing # 228962, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing # 228962
18 collectively attached as Exhibit 114).
19

20 **COUNT 610**

21 **ANTITRUST LAWS**
22

23 2723. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2722 of
24 Plaintiff's Complaint.

1
2 2724. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2725. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 2726. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 2727. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 2728. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 2729. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 2730. From March 29, 2020 to October 21, 2020 the Defendants restricted commerce
19 and excluded competition by unlawfully and systematically redacting and excluding
20 and interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing # 228962. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 # 228962 collectively attached as Exhibit 114).

COUNT 611

FIRST AMENDMENT

2731. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2730 of Plaintiff's Complaint.

2732. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2733. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2734. From March 29, 2020 through October 21, 2020, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing # 228962, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all

1 advertising contains accurate claims and representations, and **fully states** (emphasis
 2 added) factual material relating to the information advertised. A salesperson or broker
 3 shall not misrepresent the facts or create misleading impressions.” pursuant to
 4 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 5 version of listing # 228962 collectively attached as Exhibit 114).

7 **COUNT 612**

8 **FIRST AMENDMENT**

9
 10 2735. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2734 of
 11 Plaintiff’s Complaint.

12
 13 2736. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
 18 2737. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 2738. On March 29, 2020 through October 21, 2020, Defendants acted as a quasi -
 24 government actor and infringed on the Plaintiff’s advertising in violation of the First

Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiff's listing # 228962 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing # 228962 collectively attached as Exhibit 114).

COUNT 613

FIRST AMENDMENT

2739. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2738 of Plaintiff's Complaint.

2740. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2741. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2742. On March 29, 2020 through October 21, 2020, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, would not allow information about the Plaintiff's financial interest to be disclosed in listing # 228962, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public version of listing # 228962 collectively attached as Exhibit 114).

COUNT 614

NEGLEGEANCE

2743. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2742 of Plaintiff's Complaint.

2744. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 2745. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 2746. From March 29, 2020 through October 21, 2020, Defendants owed Plaintiffs a duty
8 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
9 U.S. Constitution, state law and administrative code as previously cited.

10
11 2747. Defendants breached this duty by redacting Plaintiff's contact information out of
12 Plaintiffs listing # 228962.

13
14 2748. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
15 a loss of income and emotional distress by redacting Plaintiff's contact information out
16 of Plaintiffs listing # 228962.

17
18 2749. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
19 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
20 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
21 Plaintiffs has to "ensure that all advertising contains accurate claims and
22 representations, and fully states (emphasis added) factual material relating to the
23 information advertised; and the duties a salesperson or broker has to not misrepresent
24 the facts or create misleading impressions pursuant to Arizona Administrative Code

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 228962
2 collectively attached as Exhibit 114).

3
4 2750. The Defendant's actions foreseeably and proximately caused a loss of income
5 and/or potential income and caused emotional distress to the Plaintiffs as well as the
6 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
7 version of listing # 228962 collectively attached as Exhibit 114).

8
9 **COUNT 615**

10 **NEGLEGEANCE**

11
12 2751. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2750 of
13 Plaintiff's Complaint.

14
15 2752. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 2753. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

1 2754. From March 29, 2020 through October 21, 2020, Defendants owed Plaintiffs a duty
2 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
3 U.S. Constitution and state law and administrative code as previously cited.

4
5 2755. From March 29, 2020 through October 21, 2020, Defendants breached this duty
6 by infringing on the Plaintiff's advertising in violation of the First Amendment of the
7 U.S. Constitution when Defendants, through the Supra lockboxes by excluding access
8 to the home listed in Plaintiffs listing # 228962 to only WMAR members and not all
9 real estate brokers and agents licensed in Arizona,

10
11 2756. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
12 buyers and sellers

13
14 2757. Defendant's breach foreseeably and proximately caused a loss of income and
15 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
16 by excluding access through the Supra Lockboxes to Plaintiffs listing # 228962. (See
17 Exhibit 9). (See private and public version of listing # 228962 collectively attached as
18 Exhibit 114).

19
20 **COUNT 616**

21 **NEGLEGEANCE**

22
23 2758. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2757 of
24 Plaintiff's Complaint.

1
2 2759. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2760. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 2761. On March 29, 2020 through October 21, 2020, Defendants owed Plaintiffs a duty
13 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
14 U.S. Constitution, Arizona state law and Arizona Administrative Code as previously
15 cited.

16
17 2762. Defendants breached this duty by not allowing information about the Plaintiff's
18 financial interest to be disclosed in listing # 228962.

19
20 2763. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
21 buyers and sellers.

22
23 2764. Defendant's breach foreseeably and proximately caused a loss of income and
24 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license

1 by not allowing information about the Plaintiff's financial interest to be disclosed in
2 listing # 228962. (See Exhibit 9). (See private and public version of listing # 228962
3 collectively attached as Exhibit 114).

4
5 **COUNT 617**

6 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

7
8 2765. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2764 of
9 Plaintiff's Complaint.

10
11 2766. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
16 2767. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 2768. From March 29, 2020 through October 21, 2020, there existed a valid contractual
22 relationship between the Plaintiffs and their client for listing # 228962 and/or a
23 business expectancy. The Defendants had knowledge of this relationship and/or
24 business expectancy. The Defendants intentionally interfered with this contract and/or

business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 228962, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 228962 collectively attached as Exhibit 114). As such, the Defendants actions were improper.

COUNT 618

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2769. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2768 of Plaintiff's Complaint.

2770. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2771. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2772. From March 29, 2020 through October 21, 2020, there existed a valid contractual
7 relationship and/or business expectancy between the Plaintiffs and their client for
8 listing # 228962 and /or others. The Defendants had knowledge of this relationship
9 and/or business expectancy. The Defendants intentionally interfered with this
10 contract and or business expectancy which induced or caused a breach when the
11 Defendants through the Supra lockboxes excluded access to the home listed in
12 Plaintiffs listing # 228962 to only WMAR members and not all real estate brokers and
13 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
14 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
15 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
16 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
17 advertising contains accurate claims and representations, and **fully states** (emphasis
18 added) factual material relating to the information advertised. A salesperson or broker
19 shall not misrepresent the facts or create misleading impressions." pursuant to
20 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
21 version of listing # 228962 collectively attached as Exhibit 114). As such, the
22 Defendants actions were improper

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2773. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2772 of Plaintiff's Complaint.

2774. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2775. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2776. From March 29, 2020 through October 21, 2020, there existed a valid contractual relationship between the Plaintiffs and their client for listing # 228962 and/or a business expectancy with the client or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when the Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing # 228962, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona

Administrative Code R4-28-502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions.” pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 228962 collectively attached as Exhibit 114). As such, the Defendants actions were improper.

COUNT 620

AIDING AND ABETTING TORTIOUS CONDUCT

2777. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2776 of Plaintiff's Complaint.

2778. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2779. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2780. From March 29, 2020 through October 21, 2020, all or some of the Defendants knew that all or some of them were committing an intentional tort when the Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 228962. The Defendants knew that this conduct constituted a breach of duty. And the Defendants substantially assisted or encouraged the primary tortfeasor in the achievement of the breach.

2781. This action caused the Plaintiffs to lose potential buyers causing a loss of income, placing the Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 228962 collectively attached as Exhibit 114).

COUNT 621

AIDING AND ABETTING TORTIOUS CONDUCT

2782. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2781 of Plaintiff's Complaint.

1 2783. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2784. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2785. From March 29, 2020 through October 21, 2020, all or some of the Defendants
12 knew that all or some of them were committing an intentional tort when the Defendants
13 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
14 228962 to only WMAR members and not all real estate brokers and agents licensed
15 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
16 the Defendants substantially assisted or encouraged the primary tortfeasor in the
17 achievement of the breach.

18
19 2786. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
20 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
21 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
22 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
23 and representations, and **fully states** (emphasis added) factual material relating to the
24 information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C). (See Exhibit 9). (See private and public version of listing # 228962 collectively
 3 attached as Exhibit 114).

4
 5 **COUNT 622**

6 **AIDING AND ABETTING TORTIOUS CONDUCT**

7
 8 2787. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2786 of
 9 Plaintiff’s Complaint.

10
 11 2788. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 2789. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 2790. From march 29, 2020 through October 21, 2020, all or some of the Defendants
 22 knew that all or some of them were committing an intentional tort when the Defendants
 23 would not allow information about the Plaintiff’s financial interest to be disclosed in
 24 listing # 228962. The Defendants knew that this conduct constituted a breach of duty.

1 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 This caused the Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G);
7 the duties Plaintiffs has to "ensure that all advertising contains accurate claims and
8 representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or create
10 misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See
11 Exhibit 9). (See private and public version of listing # 228962 collectively attached as
12 Exhibit 114).

13
14 **COUNT 623**

15 **BREACH OF CONTRACT**

16
17 2791. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2791 of
18 Plaintiff's Complaint.

19
20 2792. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2793. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2794. On March 29, 2020 through April 5, 2021, Defendants breached their duty when
7 Defendants, through the Supra lockboxes excluded access to the home listed in
8 Plaintiffs listing # 228963 to only WMAR members and not all real estate brokers and
9 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
10 of income and infringing on the duties the Plaintiffs have to supervise all advertising
11 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
12 (See Exhibit 9). (See private and public version of listing #228963 collectively
13 attached as Exhibit 115).

14
15 **COUNT 624**

16 **BREACH OF CONTRACT**

17
18 2795. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2794 of
19 Plaintiff's Complaint.

20
21 2796. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 2797. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.
6

7 2798. On March 29, 2020 through April 5, 2021, Defendants breached this duty when
8 Defendants would not allow information about the Plaintiff's financial interest to be
9 disclosed in listing # 228963, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing # 228963
18 collectively attached as Exhibit 115).
19

20 **COUNT 625**

21 **ANTITRUST LAWS**
22

23 2799. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2798 of
24 Plaintiff's Complaint.

1
2 2800. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2801. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 2802. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 2803. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 2804. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 2805. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 2806. From March 29, 2020 to April 5, 2021 the Defendants restricted commerce and
19 excluded competition by unlawfully and systematically redacting and excluding and
20 interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing # 228963. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 # 228963 collectively attached as Exhibit 115).

COUNT 626**FIRST AMENDMENT**

2807. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2806 of Plaintiff's Complaint.

2808. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2809. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2810. From March 29, 2020 through April 5, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing # 228963, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing # 228963 collectively attached as Exhibit 115).

5
 6 **COUNT 627**

7 **FIRST AMENDMENT**

8
 9 2811. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2810 of
 10 Plaintiff's Complaint.

11
 12 2812. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 2813. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 2814. On March 29, 2020 through April 5, 2021, Defendants acted as a quasi -
 23 government actor and infringed on the Plaintiff's advertising in violation of the First
 24 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes

1 excluded access to the home listed in Plaintiff's listing # 228963 to only WMAR
 2 members and not all real estate brokers and agents licensed in Arizona, causing
 3 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 4 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 5 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 6 version of listing # 228963 collectively attached as Exhibit 115).

7
 8 **COUNT 628**

9 **FIRST AMENDMENT**

10
 11 2815. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2814 of
 12 Plaintiff's Complaint.

13
 14 2816. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 2817. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

2818. On March 29, 2020 through April 5, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, would not allow information about the Plaintiff's financial interest to be disclosed in listing # 228963, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public version of listing # 228963 collectively attached as Exhibit 115).

COUNT 629

NEGLEGENCE

2819. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2742 of Plaintiff's Complaint.

2820. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2821. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2822. From March 29, 2020 through April 5, 2021, Defendants owed Plaintiffs a duty to
7 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
8 Constitution, state law and administrative code as previously cited.

9
10 2823. Defendants breached this duty by redacting Plaintiff's contact information out of
11 Plaintiffs listing # 228963.

12
13 2824. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
14 a loss of income and emotional distress by redacting Plaintiff's contact information out
15 of Plaintiffs listing # 228963.

16
17 2825. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
18 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
19 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
20 Plaintiffs has to "ensure that all advertising contains accurate claims and
21 representations, and **fully states** (emphasis added) factual material relating to the
22 information advertised; and the duties a salesperson or broker has to not misrepresent
23 the facts or create misleading impressions pursuant to Arizona Administrative Code
24

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 228963
2 collectively attached as Exhibit 115).

3
4 2826. The Defendant's actions foreseeably and proximately caused a loss of income
5 and/or potential income and caused emotional distress to the Plaintiffs as well as the
6 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
7 version of listing # 228963 collectively attached as Exhibit 115).

8
9 **COUNT 630**

10 **NEGLEGEANCE**

11
12 2827. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2826 of
13 Plaintiff's Complaint.

14
15 2828. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 2829. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

1 2830. From March 29, 2020 through April 5, 2021, Defendants owed Plaintiffs a duty to
2 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
3 Constitution and state law and administrative code as previously cited.

4
5 2831. From March 29, 2020 through April 5, 2021, Defendants breached this duty by
6 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
7 Constitution when Defendants, through the Supra lockboxes by excluding access to
8 the home listed in Plaintiffs listing # 228963 to only WMAR members and not all real
9 estate brokers and agents licensed in Arizona,

10
11 2832. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
12 buyers and sellers

13
14 2833. Defendant's breach foreseeably and proximately caused a loss of income and
15 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
16 by excluding access through the Supra Lockboxes to Plaintiffs listing # 228963. (See
17 Exhibit 9). (See private and public version of listing # 228963 collectively attached as
18 Exhibit 115).

19
20 **COUNT 631**

21 **NEGLEGEANCE**

22
23 2834. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2833 of
24 Plaintiff's Complaint.

1 2835. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2836. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2837. On March 29, 2020 through April 5, 2021, Defendants owed Plaintiffs a duty to not
12 infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
13 Constitution, Arizona state law and Arizona Administrative Code as previously cited.

14
15 2838. Defendants breached this duty by not allowing information about the Plaintiff's
16 financial interest to be disclosed in listing # 228963.

17
18 2839. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
19 buyers and sellers.

20
21 2840. Defendant's breach foreseeably and proximately caused a loss of income and
22 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
23 by not allowing information about the Plaintiff's financial interest to be disclosed in
24

1 listing # 228962. (See Exhibit 9). (See private and public version of listing # 228963
2 collectively attached as Exhibit 115).

3
4 **COUNT 632**

5 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
6

7 2841. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2840 of
8 Plaintiff's Complaint.

9
10 2842. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2843. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2844. From March 29, 2020 through April 5, 2021, there existed a valid contractual
21 relationship between the Plaintiffs and their client for listing # 228963 and/or a
22 business expectancy. The Defendants had knowledge of this relationship and/or
23 business expectancy. The Defendants intentionally interfered with this contract and/or
24 business expectancy which induced or caused a breach when Defendants redacted

Plaintiff's contact information out of Plaintiffs listing # 228963, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 228963 collectively attached as Exhibit 115). As such, the Defendants actions were improper.

COUNT 633

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2845. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2844 of Plaintiff's Complaint.

2846. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2847. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 2848. From March 29, 2020 through April 5, 2021, there existed a valid contractual
5 relationship and/or business expectancy between the Plaintiffs and their client for
6 listing # 228963 and /or others. The Defendants had knowledge of this relationship
7 and/or business expectancy. The Defendants intentionally interfered with this
8 contract and or business expectancy which induced or caused a breach when the
9 Defendants through the Supra lockboxes excluded access to the home listed in
10 Plaintiffs listing # 228963 to only WMAR members and not all real estate brokers and
11 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
12 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
13 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
14 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
15 advertising contains accurate claims and representations, and fully states (emphasis
16 added) factual material relating to the information advertised. A salesperson or broker
17 shall not misrepresent the facts or create misleading impressions." pursuant to
18 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
19 version of listing # 228963 collectively attached as Exhibit 115). As such, the
20 Defendants actions were improper

21
22 **COUNT 634**

23 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
24

1 2849. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2848 of
2 Plaintiff's Complaint.

3
4 2850. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 2851. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2852. From March 29, 2020 through April 5, 2021, there existed a valid contractual
15 relationship between the Plaintiffs and their client for listing # 228963 and/or a
16 business expectancy with the client or others. The Defendants had knowledge of this
17 relationship and/or business expectancy. The Defendants intentionally interfered with
18 this contract and/or business expectancy which induced or caused a breach when the
19 Defendants would not allow information about the Plaintiff's financial interest to be
20 disclosed in listing # 228963, causing Plaintiffs to lose potential buyers causing a loss
21 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
22 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
23 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
24 advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing # 228963 collectively attached as Exhibit 115). As such, the
 5 Defendants actions were improper.

7 **COUNT 635**

8 **AIDING AND ABETTING TORTIOUS CONDUCT**

9
 10 2853. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2852 of
 11 Plaintiff’s Complaint.

12
 13 2854. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
 18 2855. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 2856. From March 29, 2020 through April 5, 2021, all or some of the Defendants knew
 24 that all or some of them were committing an intentional tort when the Defendants

1 redacted Plaintiff's contact information out of Plaintiffs listing # 228963. The
2 Defendants knew that this conduct constituted a breach of duty. And the Defendants
3 substantially assisted or encouraged the primary tortfeasor in the achievement of the
4 breach.

5
6 2857. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
7 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
8 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
9 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
10 accurate claims and representations, and **fully states** (emphasis added) factual
11 material relating to the information advertised. A salesperson or broker shall not
12 misrepresent the facts or create misleading impressions." pursuant to Arizona
13 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
14 of listing # 228963 collectively attached as Exhibit 115).

15
16 **COUNT 636**

17 **AIDING AND ABETTING TORTIOUS CONDUCT**

18
19 2858. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2857 of
20 Plaintiff's Complaint.

21
22 2859. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
24

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2860. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2861. From March 29, 2020 through April 5, 2021, all or some of the Defendants knew
10 that all or some of them were committing an intentional tort when the Defendants
11 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
12 228962 to only WMAR members and not all real estate brokers and agents licensed
13 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
14 the Defendants substantially assisted or encouraged the primary tortfeasor in the
15 achievement of the breach.

16
17 2862. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
18 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
19 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
20 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
21 and representations, and fully states (emphasis added) factual material relating to the
22 information advertised. A salesperson or broker shall not misrepresent the facts or
23 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
24

1 502(C). (See Exhibit 9). (See private and public version of listing # 228963 collectively
2 attached as Exhibit 115).

3
4 **COUNT 637**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**
6

7 2863. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2862 of
8 Plaintiff's Complaint.

9
10 2864. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2865. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2866. From march 29, 2020 through April 5, 2021, all or some of the Defendants knew
21 that all or some of them were committing an intentional tort when the Defendants
22 would not allow information about the Plaintiff's financial interest to be disclosed in
23 listing # 228963. The Defendants knew that this conduct constituted a breach of duty.
24

1 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 This caused the Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G);
7 the duties Plaintiffs has to "ensure that all advertising contains accurate claims and
8 representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or create
10 misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See
11 Exhibit 9). (See private and public version of listing # 228963 collectively attached as
12 Exhibit 115).

13
14 **COUNT 638**

15 **BREACH OF CONTRACT**

16
17 2867. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2866 of
18 Plaintiff's Complaint.

19
20 2868. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2869. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2870. On March 29, 2020 through April 23, 2021, Defendants breached their duty when
7 Defendants, through the Supra lockboxes excluded access to the home listed in
8 Plaintiffs listing # 228964 to only WMAR members and not all real estate brokers and
9 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
10 of income and infringing on the duties the Plaintiffs have to supervise all advertising
11 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
12 (See Exhibit 9). (See private and public version of listing #228964 collectively
13 attached as Exhibit 116).

14
15 **COUNT 639**

16 **BREACH OF CONTRACT**

17
18 2871. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2870 of
19 Plaintiff's Complaint.

20
21 2872. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 2873. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 2874. On March 29, 2020 through April 23, 2021, Defendants breached this duty when
8 Defendants would not allow information about the Plaintiff's and another real estate
9 agent's financial interest to be disclosed in listing # 228964, placing Plaintiff's real
10 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
11 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
12 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
13 representations, and fully states (emphasis added) factual material relating to the
14 information advertised. A salesperson or broker shall not misrepresent the facts or
15 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
16 502(C) and a salesperson or broker's duties to disclose a financial interest in a
17 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
18 private and public version of listing # 228964 collectively attached as Exhibit 116).

19
20 **COUNT 640**

21 **ANTITRUST LAWS**

22
23 2875. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2874 of
24 Plaintiff's Complaint.

1
2 2876. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 2877. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 2878. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 2879. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 2880. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 2881. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 2882. From March 29, 2020 to October 21, 2020 the Defendants restricted commerce
19 and excluded competition by unlawfully and systematically redacting and excluding
20 and interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing # 228964. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 # 228964 collectively attached as Exhibit 116).

COUNT 641

FIRST AMENDMENT

2883. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2882 of Plaintiff's Complaint.

2884. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2885. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2886. From March 29, 2020 through April 23, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing # 228964, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing # 228964 collectively attached as Exhibit 116).

5
 6 **COUNT 642**

7 **FIRST AMENDMENT**

8
 9 2887. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2886 of
 10 Plaintiff's Complaint.

11
 12 2888. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 2889. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 2890. On March 29, 2020 through April 23, 2021, Defendants acted as a quasi -
 23 government actor and infringed on the Plaintiff's advertising in violation of the First
 24 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes

1 excluded access to the home listed in Plaintiff's listing # 228962 to only WMAR
 2 members and not all real estate brokers and agents licensed in Arizona, causing
 3 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 4 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 5 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 6 version of listing # 228964 collectively attached as Exhibit 116).

7
 8 **COUNT 643**

9 **FIRST AMENDMENT**

10
 11 2891. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2890 of
 12 Plaintiff's Complaint.

13
 14 2892. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 2893. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

2894. On March 29, 2020 through April 23, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, would not allow information about the Plaintiff's and another real estate agent's financial interest to be disclosed in listing # 228964, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public version of listing # 228964 collectively attached as Exhibit 116).

COUNT 644

NEGLEGENCE

2895. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2894 of Plaintiff's Complaint.

2896. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2897. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2898. From March 29, 2020 through April 23, 2021, Defendants owed Plaintiffs a duty to
10 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
11 Constitution, state law and administrative code as previously cited.

12
13 2899. Defendants breached this duty by redacting Plaintiff's contact information out of
14 Plaintiffs listing # 228964.

15
16 2900. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
17 a loss of income and emotional distress by redacting Plaintiff's contact information out
18 of Plaintiffs listing # 228964.

19
20 2901. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
21 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
22 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
23 Plaintiffs has to "ensure that all advertising contains accurate claims and
24 representations, and **fully states** (emphasis added) factual material relating to the

1 information advertised; and the duties a salesperson or broker has to not misrepresent
2 the facts or create misleading impressions pursuant to Arizona Administrative Code
3 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 228964
4 collectively attached as Exhibit 116).

5
6 2902. The Defendant's actions foreseeably and proximately caused a loss of income
7 and/or potential income and caused emotional distress to the Plaintiffs as well as the
8 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
9 version of listing # 228964 collectively attached as Exhibit 116).

10
11 **COUNT 645**

12 **NEGLEGENCE**

13
14 2903. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2902 of
15 Plaintiff's Complaint.

16
17 2904. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
19 and access to homes and commercial property through lockboxes (Supra since at
20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
22 2905. Despite anything written to the contrary, Defendants were aware that Plaintiffs
23 must comply with the ADRE Rules including the rules that the broker (in this case the
24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 2906. From March 29, 2020 through April 23, 2021, Defendants owed Plaintiffs a duty to
5 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
6 Constitution and state law and administrative code as previously cited.

7
8 2907. From March 29, 2020 through April 23, 2021, Defendants breached this duty by
9 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
10 Constitution when Defendants, through the Supra lockboxes by excluding access to
11 the home listed in Plaintiffs listing # 228964 to only WMAR members and not all real
12 estate brokers and agents licensed in Arizona,

13
14 2908. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
15 buyers and sellers

16
17 2909. Defendant's breach foreseeably and proximately caused a loss of income and
18 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
19 by excluding access through the Supra Lockboxes to Plaintiffs listing # 228962. (See
20 Exhibit 9). (See private and public version of listing # 228964 collectively attached as
21 Exhibit 116).

22
23 **COUNT 646**

24 **NEGLEGEANCE**

1 2910. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2909 of
2 Plaintiff's Complaint.

3
4 2911. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 2912. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2913. On March 29, 2020 through April 23, 2021, Defendants owed Plaintiffs a duty to
15 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
16 Constitution, Arizona state law and Arizona Administrative Code as previously cited.

17
18 2914. Defendants breached this duty by not allowing information about the Plaintiff's and
19 another real estate agent's financial interest to be disclosed in listing # 228964.

20
21 2915. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
22 buyers and sellers.

2916. Defendant's breach foreseeably and proximately caused a loss of income and emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license by not allowing information about the Plaintiff's financial interest to be disclosed in listing # 228964. (See Exhibit 9). (See private and public version of listing # 228964 collectively attached as Exhibit 116).

COUNT 647

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2917. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2916 of Plaintiff's Complaint.

2918. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2919. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2920. From March 29, 2020 through April 23, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing # 228964 and/or a

1 business expectancy. The Defendants had knowledge of this relationship and/or
 2 business expectancy. The Defendants intentionally interfered with this contract and/or
 3 business expectancy which induced or caused a breach when Defendants redacted
 4 Plaintiff's contact information out of Plaintiffs listing # 228962, causing Plaintiffs to lose
 5 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
 6 license at risk and infringing on the duties the Plaintiffs have to supervise all
 7 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 8 Plaintiffs has to "ensure that all advertising contains accurate claims and
 9 representations, and fully states (emphasis added) factual material relating to the
 10 information advertised. A salesperson or broker shall not misrepresent the facts or
 11 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 12 502(C). (See Exhibit 9). (See private and public version of listing # 228964 collectively
 13 attached as Exhibit 116). As such, the Defendants actions were improper.

14 15 **COUNT 648**

16 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

17
18 2921. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2920 of
 19 Plaintiff's Complaint.

20
21 2922. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 23 and access to homes and commercial property through lockboxes (Supra since at
 24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2923. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 2924. From March 29, 2020 through April 23, 2021, there existed a valid contractual
7 relationship and/or business expectancy between the Plaintiffs and their client for
8 listing # 228964 and /or others. The Defendants had knowledge of this relationship
9 and/or business expectancy. The Defendants intentionally interfered with this
10 contract and or business expectancy which induced or caused a breach when the
11 Defendants through the Supra lockboxes excluded access to the home listed in
12 Plaintiffs listing # 228964 to only WMAR members and not all real estate brokers and
13 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
14 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
15 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
16 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
17 advertising contains accurate claims and representations, and **fully states** (emphasis
18 added) factual material relating to the information advertised. A salesperson or broker
19 shall not misrepresent the facts or create misleading impressions." pursuant to
20 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
21 version of listing # 228964 collectively attached as Exhibit 116). As such, the
22 Defendants actions were improper

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

2925. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2924 of Plaintiff's Complaint.

2926. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2927. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2928. From March 29, 2020 through April 23, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing # 228964 and/or a business expectancy with the client or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when the Defendants would not allow information about the Plaintiff's and one other real estate agent's financial interest to be disclosed in listing # 228964, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 2 Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing # 228964 collectively
 7 attached as Exhibit 116). As such, the Defendants actions were improper.

9 **COUNT 650**

10 **AIDING AND ABETTING TORTIOUS CONDUCT**

11
 12 2929. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2928 of
 13 Plaintiff's Complaint.

14
 15 2930. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
 20 2931. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1 2932. From March 29, 2020 through April 23, 2021, all or some of the Defendants knew
2 that all or some of them were committing an intentional tort when the Defendants
3 redacted Plaintiff's contact information out of Plaintiffs listing # 228964. The
4 Defendants knew that this conduct constituted a breach of duty. And the Defendants
5 substantially assisted or encouraged the primary tortfeasor in the achievement of the
6 breach.

7
8 2933. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
9 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
10 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
11 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
12 accurate claims and representations, and **fully states** (emphasis added) factual
13 material relating to the information advertised. A salesperson or broker shall not
14 misrepresent the facts or create misleading impressions." pursuant to Arizona
15 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
16 of listing # 228964 collectively attached as Exhibit 116).

17
18 **COUNT 651**

19 **AIDING AND ABETTING TORTIOUS CONDUCT**

20
21 2934. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2933 of
22 Plaintiff's Complaint.

1 2935. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 2936. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 2937. From March 29, 2020 through April 23, 2021, all or some of the Defendants knew
12 that all or some of them were committing an intentional tort when the Defendants
13 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
14 228964 to only WMAR members and not all real estate brokers and agents licensed
15 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
16 the Defendants substantially assisted or encouraged the primary tortfeasor in the
17 achievement of the breach.

18
19 2938. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
20 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
21 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
22 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
23 and representations, and **fully states** (emphasis added) factual material relating to the
24 information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C). (See Exhibit 9). (See private and public version of listing # 228964 collectively
 3 attached as Exhibit 116).

4 5 **COUNT 652**

6 **AIDING AND ABETTING TORTIOUS CONDUCT**

7
 8 2939. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2938 of
 9 Plaintiff’s Complaint.

10
 11 2940. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 2941. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 2942. From March 29, 2020 through April 23, 2021, all or some of the Defendants knew
 22 that all or some of them were committing an intentional tort when the Defendants
 23 would not allow information about the Plaintiff’s and one other real estate agent’s
 24 financial interest to be disclosed in listing # 228964. The Defendants knew that this

1 conduct constituted a breach of duty. And the Defendants substantially assisted or
2 encouraged the primary tortfeasor in the achievement of the breach.

3
4 This caused the Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G);
7 the duties Plaintiffs has to "ensure that all advertising contains accurate claims and
8 representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or create
10 misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See
11 Exhibit 9). (See private and public version of listing # 228964 collectively attached as
12 Exhibit 116).

13
14 **COUNT 653**

15 **BREACH OF CONTRACT**

16
17 2943. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2942 of
18 Plaintiff's Complaint.

19
20 2944. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 2945. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
4 real estate matters and discipline related to real estate agents and brokers.

5
6 2946. On April 15, 2020 through October 11, 2020 the Plaintiffs hired Brevik to list
7 Plaintiff's property as a real estate agent. Brevik is also a member of WMAR and the
8 Defendants have the same duties to Brevik as they do to the Plaintiffs.

9
10 2947. Defendants breached their duty when Defendants redacted information out of
11 Plaintiffs listing #229147, causing Plaintiffs to lose potential buyers causing a loss of
12 income and infringing on the duties the Plaintiffs have to supervise all advertising
13 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
14 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
15 #229147 collectively attached as Exhibit 117).

16
17 **COUNT 654**

18 **BREACH OF CONTRACT**

19
20 2948. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2947 of
21 Plaintiff's Complaint.

22
23 2949. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through

1 (Supra since at least 2015) to access homes and commercial property through
2 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

3
4 2950. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2951. On April 15, 2020 through October 11, 2020, Plaintiffs hired Brevik to sell Plaintiff's
10 property. Brevik had the same duties as a real estate agent as the Plaintiffs and is a
11 member of WMAR.

12
13 2952. Defendants breached their duty when Defendants, through the Supra lockboxes
14 excluded access to the home listed in Plaintiffs listing #229147 to only WMAR
15 members and not all real estate brokers and agents licensed in Arizona, causing
16 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
17 the real estate brokers or agents have to supervise all advertising pursuant to Arizona
18 Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9).
19 (See private and public version of listing #229147 collectively attached as Exhibit 117).

20
21 **COUNT 655**

22 **BREACH OF CONTRACT**
23
24

1 2953. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2952 of
2 Plaintiff's Complaint.

3
4 2954. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 2955. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 2956. On April 15, 2020 through October 11, 2021, Defendants breached their duty when
15 Defendants would not allow information about the Plaintiff's financial interest to be
16 fully disclosed in listing #229147, placing Plaintiff's real estate brokerage license at
17 risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant
18 to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that
19 all advertising contains accurate claims and representations, and **fully states**
20 (emphasis added) factual material relating to the information advertised. A
21 salesperson or broker shall not misrepresent the facts or create misleading
22 impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a
23 salesperson or broker's duties to disclose a financial interest in a property pursuant to
24

1 Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public
2 version of listing #229147 collectively attached as Exhibit 117).

3
4 **COUNT 656**

5 **ANTITRUST LAWS**

6
7 2957. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2956 of
8 Plaintiff's Complaint.

9
10 2958. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2959. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with federal and state antitrust laws and the ADRE Rules including the
17 rules that the broker (in this case the Plaintiff) supervises all advertising and that
18 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
19 estate agents and brokers.

20
21 2960. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
22 1402 states:

23 "A contract, combination or conspiracy between two or more persons in restraint of , or to
24 monopolize, trade or commerce, any part which is within this state is unlawful."

1
2 2961. A.R.S. 44-1403 further states:

3 “The establishment, maintenance or use of a monopoly or an attempt to establish a
4 monopoly of trade or commerce, any part of which is within this state, by any person for
5 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

6
7 2962. The Defendant’s actions also violate federal antitrust laws including the Sherman
8 Act. 15 U.S. Code § 1 states:

9
10 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
11 states, or with foreign nations, is declared illegal. Every person who shall make any
12 contract or engage in any combination conspiracy hereby declared to be illegal shall be
13 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
14 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
15 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
16 court.”

17
18 2963. 15 U.S. Code § 15(a) further states:

19
20 “...[A]ny person who shall be injured in his business or property by any reason of anything
21 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
22 threefold the damages by him sustained, and the cost of suit, including a reasonable
23 attorney’s fee. The court may award...simple interest on actual damages for the period
24 beginning on the date of service”.

1
2 2964. From April 15, 2020 to October 11, 2020 the Defendants restricted commerce and
3 excluded competition by unlawfully and systematically redacting and excluding and
4 interfering with information in the Plaintiff's advertisements and limiting access to
5 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
6 Plaintiffs had for sale in Plaintiffs listing #229147. As such, Defendants are liable for
7 treble damages under this cause of action. (See private and public version of listing
8 #229147 collectively attached as Exhibit 117).

9
10 **COUNT 657**

11 **FIRST AMENDMENT**

12
13 2965. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2964 of
14 Plaintiff's Complaint.

15
16 2966. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
21 2967. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with the ADRE Rules including the rules that the broker (in this case the
23 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
24 estate matters and discipline related to real estate agents and brokers.

1
2 2968. From April 15, 2020 through October 11, 2020, Defendants acted as a quasi -
3 government actor and infringed on the Plaintiff's advertising in violation of the First
4 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
5 Plaintiffs listing #229147, causing Plaintiffs to lose potential buyers causing a loss of
6 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
7 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
8 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
9 advertising contains accurate claims and representations, and **fully states** (emphasis
10 added) factual material relating to the information advertised. A salesperson or broker
11 shall not misrepresent the facts or create misleading impressions." pursuant to
12 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
13 version of listing #229147 collectively attached as Exhibit 117).

14
15 **COUNT 658**

16 **FIRST AMENDMENT**

17
18 2969. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2968 of
19 Plaintiff's Complaint.

20
21 2970. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 2971. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 2972. On April 15, 2020 through October 11, 2020, Defendants acted as a quasi -
8 government actor and infringed on the Plaintiff's advertising in violation of the First
9 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
10 excluded access to the home listed in Plaintiffs listing #229147 to only WMAR
11 members and not all real estate brokers and agents licensed in Arizona, causing
12 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
13 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
14 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
15 version of listing #229147 collectively attached as Exhibit 117).

16
17 **COUNT 659**

18 **FIRST AMENDMENT**

19
20 2973. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2972 of
21 Plaintiff's Complaint.

22
23 2974. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2975. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2976. On April 15, 2020 through October 11, 2020, Defendants acted as a quasi -
10 government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, would not allow information
12 about the Plaintiff's financial interest to be disclosed in listing #208109, placing
13 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
14 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
15 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
16 and representations, and fully states (emphasis added) factual material relating to the
17 information advertised. A salesperson or broker shall not misrepresent the facts or
18 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
19 502(C) and a salesperson or broker's duties to disclose a financial interest in a
20 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
21 private and public version of listing #229147 collectively attached as Exhibit 117).

22
23 **COUNT 660**

24 **NEGLEGEANCE**

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2977. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2976 of Plaintiff's Complaint.

2978. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

2979. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

2980. From April 15, 2020 through October 11, 2020, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution, state law and administrative code as previously cited.

2981. Defendants breached this duty by redacting Plaintiff's contact information out of Plaintiffs listing #229147.

2982. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers, a loss of income and emotional distress by redacting Plaintiff's contact information out of Plaintiffs listing #229147.

1
2 2983. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
3 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
4 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
5 Plaintiffs has to "ensure that all advertising contains accurate claims and
6 representations, and **fully states** (emphasis added) factual material relating to the
7 information advertised; and the duties a salesperson or broker has to not misrepresent
8 the facts or create misleading impressions pursuant to Arizona Administrative Code
9 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #229147
10 collectively attached as Exhibit 117).

11
12 2984. The Defendant's actions foreseeably and proximately caused a loss of income
13 and/or potential income and caused emotional distress to the Plaintiffs as well as the
14 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
15 version of listing #229147 collectively attached as Exhibit 117).

16
17 **COUNT 661**

18 **NEGLEGEANCE**

19
20 2985. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2984 of
21 Plaintiff's Complaint.

22
23 2986. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 2987. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 2988. From April 15, 2020 through October 11, 2020, Defendants owed Plaintiffs a duty
10 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
11 U.S. Constitution and state law and administrative code as previously cited.

12
13 2989. From April 15, 2020 through October 11, 2020, Defendants breached this duty by
14 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
15 Constitution when Defendants, through the Supra lockboxes by excluding access to
16 the home listed in Plaintiffs listing #229147 to only WMAR members and not all real
17 estate brokers and agents licensed in Arizona,

18
19 2990. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
20 buyers and sellers

21
22 2991. Defendant's breach foreseeably and proximately caused a loss of income and
23 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
24 by excluding access through the Supra Lockboxes to Plaintiffs listing #229147. (See

1 Exhibit 9). (See private and public version of listing #229147 collectively attached as
2 Exhibit 117).

3
4 **COUNT 662**

5 **NEGLEGEENCE**

6
7 2992. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2991 of
8 Plaintiff's Complaint.

9
10 2993. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 2994. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 2995. On April 15, 2020 through October 11, 2020, Defendants owed Plaintiffs a duty to
21 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
22 Constitution, Arizona state law and Arizona Administrative Code as previously cited.

1 2996. Defendants breached this duty by not allowing information about the Plaintiff's
2 financial interest to be disclosed in listing #229147.

3
4 2997. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
5 buyers and sellers

6
7 2998. Defendant's breach foreseeably and proximately caused a loss of income and
8 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
9 by not allowing information about the Plaintiff's financial interest to be disclosed in
10 listing #229147. (See Exhibit 9). (See private and public version of listing #208109
11 collectively attached as Exhibit 117).

12
13 **COUNT 663**

14 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

15
16 2999. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 2998 of
17 Plaintiff's Complaint.

18
19 3000. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3001. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3002. From April 15, 2020 through October 11, 2020, there existed a valid contractual
7 relationship between the Plaintiffs and their client for listing #229147 and/or a business
8 expectancy. The Defendants had knowledge of this relationship and/or business
9 expectancy. The Defendants intentionally interfered with this contract and/or business
10 expectancy which induced or caused a breach when Defendants redacted Plaintiff's
11 contact information out of Plaintiffs listing #229147, causing Plaintiffs to lose potential
12 buyers causing a loss of income, placing Plaintiff's real estate brokerage license at
13 risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant
14 to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that
15 all advertising contains accurate claims and representations, and fully states
16 (emphasis added) factual material relating to the information advertised. A
17 salesperson or broker shall not misrepresent the facts or create misleading
18 impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit
19 9). (See private and public version of listing #229147 collectively attached as Exhibit
20 117). As such, the Defendants actions were improper.

21
22 **COUNT 664**

23 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
24

1 3003. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3002 of
2 Plaintiff's Complaint.

3
4 3004. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3005. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3006. From April 15, 2020 through October 11, 2020, there existed a valid contractual
15 relationship and/or business expectancy between the Plaintiffs and their client for
16 listing #229147 and /or others. The Defendants had knowledge of this relationship
17 and/or business expectancy. The Defendants intentionally interfered with this
18 contract and or business expectancy which induced or caused a breach when the
19 Defendants through the Supra lockboxes excluded access to the home listed in
20 Plaintiffs listing #229147 to only WMAR members and not all real estate brokers and
21 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
22 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
23 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
24 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all

1 advertising contains accurate claims and representations, and **fully states** (emphasis
 2 added) factual material relating to the information advertised. A salesperson or broker
 3 shall not misrepresent the facts or create misleading impressions.” pursuant to
 4 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 5 version of listing #229147 collectively attached as Exhibit 117). As such, the
 6 Defendants actions were improper

8 **COUNT 665**

9 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

10
 11 3007. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3006 of
 12 Plaintiff's Complaint.

13
 14 3008. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 3009. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

3010. From April 15, 2020 through October 11, 2020, there existed a valid contractual relationship between the Plaintiffs and their client for listing #229147 and/or a business expectancy with the client or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when the Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #229147, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #229147 collectively attached as Exhibit 117). As such, the Defendants actions were improper.

COUNT 666

AIDING AND ABETTING TORTIOUS CONDUCT

3011. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3010 of Plaintiff's Complaint.

3012. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 3013. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 3014. From April 15, 2020 through October 11, 2020, all or some of the Defendants knew
10 that all or some of them were committing an intentional tort when the Defendants
11 redacted Plaintiff's contact information out of Plaintiffs listing #229147. The
12 Defendants knew that this conduct constituted a breach of duty. And the Defendants
13 substantially assisted or encouraged the primary tortfeasor in the achievement of the
14 breach.

15
16 3015. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
17 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
18 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
19 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
20 accurate claims and representations, and fully states (emphasis added) factual
21 material relating to the information advertised. A salesperson or broker shall not
22 misrepresent the facts or create misleading impressions." pursuant to Arizona
23 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
24 of listing #229147 collectively attached as Exhibit 117).

COUNT 667

AIDING AND ABETTING TORTIOUS CONDUCT

3016. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3015 of Plaintiff's Complaint.

3017. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3018. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3019. From April 15, 2020 through October 11, 2020, all or some of the Defendants knew that all or some of them were committing an intentional tort when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #229147 to only WMAR members and not all real estate brokers and agents licensed in Arizona. The Defendants knew that this conduct constituted a breach of duty. And the Defendants substantially assisted or encouraged the primary tortfeasor in the achievement of the breach.

3020. This caused Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #229147 collectively attached as Exhibit 117).

COUNT 668

AIDING AND ABETTING TORTIOUS CONDUCT

3021. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3020 of Plaintiff's Complaint.

3022. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3023. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 3024. From April 15, 2020 through October 11, 2020, all or some of the Defendants knew
5 that all or some of them were committing an intentional tort when the Defendants
6 would not allow information about the Plaintiff's financial interest to be disclosed in
7 listing #229147. The Defendants knew that this conduct constituted a breach of duty.
8 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
9 achievement of the breach.

10
11 3025. This caused the Plaintiffs to lose potential buyers causing a loss of income,
12 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
13 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
14 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
15 claims and representations, and fully states (emphasis added) factual material
16 relating to the information advertised. A salesperson or broker shall not misrepresent
17 the facts or create misleading impressions." pursuant to Arizona Administrative Code
18 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #229147
19 collectively attached as Exhibit 117).

20
21 **COUNT 669**

22 **BREACH OF CONTRACT**
23
24

1 3026. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3025 of
2 Plaintiff's Complaint.

3
4 3027. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3028. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
12 real estate matters and discipline related to real estate agents and brokers.

13
14
15 3029. On May 23, 2020 through December 22, 2020, Defendants breached their duty
16 when Defendants redacted information out of Plaintiffs listing #229719, causing
17 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
18 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
19 R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B).
20 (See private and public version of listing #229719 collectively attached as Exhibit 118).

21
22 **COUNT 670**

23 **BREACH OF CONTRACT**

1 3030. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3029 of
2 Plaintiff's Complaint.

3
4 3031. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3032. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3033. On May 23, 2020 through December 22, 2020, Defendants breached their duty
15 when Defendants, through the Supra lockboxes excluded access to the home listed
16 in Plaintiffs listing # 229719 to only WMAR members and not all real estate brokers
17 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
18 loss of income and infringing on the duties the Plaintiffs have to supervise all
19 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
20 their clients. (See Exhibit 9). (See private and public version of listing #229719
21 collectively attached as Exhibit 118).

22
23 **COUNT 671**

24 **ANTITRUST LAWS**

1

2 3034. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3033 of
3 Plaintiff's Complaint.

4

5 3035. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9

10 3036. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with federal and state antitrust laws and the ADRE Rules including the
12 rules that the broker (in this case the Plaintiff) supervises all advertising and that
13 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
14 estate agents and brokers.

15

16 3037. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
17 1402 states:

18 "A contract, combination or conspiracy between two or more persons in restraint of , or to
19 monopolize, trade or commerce, any part which is within this state is unlawful."

20

21 3038. A.R.S. 44-1403 further states:

22 "The establishment, maintenance or use of a monopoly or an attempt to establish a
23 monopoly of trade or commerce, any part of which is within this state, by any person for
24 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

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3039. The Defendant’s actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

“Every contract, ..., or conspiracy in the restraint of trade or commerce among the several states, or with foreign nations, is declared illegal. Every person who shall make any contract or engage in any combination conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years or by both said punishments in the discretion of the court.”

3040. 15 U.S. Code § 15(a) further states:

“...[A]ny person who shall be injured in his business or property by any reason of anything forbidden in the antitrust laws may sue therefor in any district court...and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney’s fee. The court may award...simple interest on actual damages for the period beginning on the date of service”.

3041. From May 23, 2020 to December 22, 2020 the Defendants restricted commerce and excluded competition by unlawfully and systematically redacting and excluding and interfering with information in the Plaintiff’s advertisements and limiting access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes

1 Plaintiffs had for sale in Plaintiffs listing # 229719. As such, Defendants are liable for
2 treble damages under this cause of action. (See private and public version of listing
3 # 229719 collectively attached as Exhibit 118).

4
5 **COUNT 672**

6 **FIRST AMENDMENT**

7
8 3042. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3041 of
9 Plaintiff's Complaint.

10
11 3043. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
16 3044. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 3045. From May 23, 2020 through December 22, 2020, Defendants acted as a quasi -
22 government actor and infringed on the Plaintiff's advertising in violation of the First
23 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
24 Plaintiffs listing # 229719, causing Plaintiffs to lose potential buyers causing a loss of

1 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing # 229719 collectively attached as Exhibit 118).

9
 10 **COUNT 673**

11 **FIRST AMENDMENT**

12
 13 3046. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3045 of
 14 Plaintiff's Complaint.

15
 16 3047. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 18 and access to homes and commercial property through lockboxes (Supra since at
 19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
 21 3048. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 22 must comply with the ADRE Rules including the rules that the broker (in this case the
 23 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 24 estate matters and discipline related to real estate agents and brokers.

1
2 3049. On May 23, 2020 through December 22, 2020, Defendants acted as a quasi -
3 government actor and infringed on the Plaintiff's advertising in violation of the First
4 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
5 excluded access to the home listed in Plaintiff's listing # 229719 to only WMAR
6 members and not all real estate brokers and agents licensed in Arizona, causing
7 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
8 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
9 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
10 version of listing # 229719 collectively attached as Exhibit 118).

11
12 **COUNT 674**

13 **NEGLEGENCE**

14
15 3050. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3049 of
16 Plaintiff's Complaint.

17
18 3051. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 3052. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 3053. From May 23, 2020 through December 22, 2020, Defendants owed Plaintiffs a
5 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
6 the U.S. Constitution, state law and administrative code as previously cited.

7
8 3054. Defendants breached this duty by redacting Plaintiff's contact information out of
9 Plaintiffs listing # 229719.

10
11 3055. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
12 a loss of income and emotional distress by redacting Plaintiff's contact information out
13 of Plaintiffs listing # 229719.

14
15 3056. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
16 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
17 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
18 Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and fully states (emphasis added) factual material relating to the
20 information advertised; and the duties a salesperson or broker has to not misrepresent
21 the facts or create misleading impressions pursuant to Arizona Administrative Code
22 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 229719
23 collectively attached as Exhibit 118).

1 3057. The Defendant's actions foreseeably and proximately caused a loss of income
2 and/or potential income and caused emotional distress to the Plaintiffs as well as the
3 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
4 version of listing # 229719 collectively attached as Exhibit 118).

5
6 **COUNT 675**

7 **NEGLEGEANCE**
8

9 3058. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3057 of
10 Plaintiff's Complaint.
11

12 3059. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
14 and access to homes and commercial property through lockboxes (Supra since at
15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.
16

17 3060. Despite anything written to the contrary, Defendants were aware that Plaintiffs
18 must comply with the ADRE Rules including the rules that the broker (in this case the
19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
20 estate matters and discipline related to real estate agents and brokers.
21

22 3061. From May 23, 2020 through December 22, 2020, Defendants owed Plaintiffs a
23 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
24 the U.S. Constitution and state law and administrative code as previously cited.

1
2 3062. From May 23, 2020 through December 22, 2020, Defendants breached this duty
3 by infringing on the Plaintiff's advertising in violation of the First Amendment of the
4 U.S. Constitution when Defendants, through the Supra lockboxes by excluding access
5 to the home listed in Plaintiffs listing # 229719 to only WMAR members and not all
6 real estate brokers and agents licensed in Arizona,

7
8 3063. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
9 buyers and sellers

10
11 3064. Defendant's breach foreseeably and proximately caused a loss of income and
12 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
13 by excluding access through the Supra Lockboxes to Plaintiffs listing # 229719. (See
14 Exhibit 9). (See private and public version of listing # 229719 collectively attached as
15 Exhibit 118).

16
17 **COUNT 676**

18 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

19
20 3065. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3064 of
21 Plaintiff's Complaint.

22
23 3066. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 3067. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 3068. From May 23, 2020 through December 22, 2020, there existed a valid contractual
10 relationship between the Plaintiffs and their client for listing # 229719 and/or a
11 business expectancy. The Defendants had knowledge of this relationship and/or
12 business expectancy. The Defendants intentionally interfered with this contract and/or
13 business expectancy which induced or caused a breach when Defendants redacted
14 Plaintiff's contact information out of Plaintiffs listing # 229719, causing Plaintiffs to lose
15 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
16 license at risk and infringing on the duties the Plaintiffs have to supervise all
17 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
18 Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing # 229719 collectively
23 attached as Exhibit 118). As such, the Defendants actions were improper.

COUNT 677

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

3069. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3068 of Plaintiff's Complaint.

3070. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3071. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3072. From May 23, 2020 through December 22, 2020, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing # 229719 and /or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 229719 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing # 229719 collectively attached as Exhibit 118). As such, the
 9 Defendants actions were improper

10 11 **COUNT 678**

12 **AIDING AND ABETTING TORTIOUS CONDUCT**

13
 14 3073. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3072 of
 15 Plaintiff's Complaint.

16
 17 3074. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
 22 3075. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 3076. From May 23, 2020 through December 22, 2020, all or some of the Defendants
5 knew that all or some of them were committing an intentional tort when the Defendants
6 redacted Plaintiff's contact information out of Plaintiffs listing # 229719. The
7 Defendants knew that this conduct constituted a breach of duty. And the Defendants
8 substantially assisted or encouraged the primary tortfeasor in the achievement of the
9 breach.

10
11 3077. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
12 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
13 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
14 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
15 accurate claims and representations, and fully states (emphasis added) factual
16 material relating to the information advertised. A salesperson or broker shall not
17 misrepresent the facts or create misleading impressions." pursuant to Arizona
18 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
19 of listing # 229719 collectively attached as Exhibit 118).

20
21 **COUNT 679**

22 **AIDING AND ABETTING TORTIOUS CONDUCT**
23
24

1 3078. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3077 of
2 Plaintiff's Complaint.

3
4 3079. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3080. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3081. From May 23, 2020 through December 22, 2020, all or some of the Defendants
15 knew that all or some of them were committing an intentional tort when the Defendants
16 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
17 229719 to only WMAR members and not all real estate brokers and agents licensed
18 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
19 the Defendants substantially assisted or encouraged the primary tortfeasor in the
20 achievement of the breach.

21
22 3082. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
23 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
24 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-

1 502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate claims
 2 and representations, and **fully states** (emphasis added) factual material relating to the
 3 information advertised. A salesperson or broker shall not misrepresent the facts or
 4 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 5 502(C). (See Exhibit 9). (See private and public version of listing # 229719 collectively
 6 attached as Exhibit 118).

7
 8 **COUNT 680**

9 **BREACH OF CONTRACT**

10
 11 3083. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3082 of
 12 Plaintiff's Complaint.

13
 14 3084. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 3085. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 3086. From June 17, 2020 through December 31, 2020, Defendants breached their duty
2 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
3 230157, causing Plaintiffs to lose potential buyers causing a loss of income, placing
4 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
5 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
6 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
7 and representations, and **fully states** (emphasis added) factual material relating to the
8 information advertised. A salesperson or broker shall not misrepresent the facts or
9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
10 502(C). (See Exhibit 9). (See private and public version of listing # 230157 collectively
11 attached as Exhibit 119).

12
13 **COUNT 681**

14 **BREACH OF CONTRACT**

15
16 3087. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3086 of
17 Plaintiff's Complaint.

18
19 3088. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3089. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3090. On June 17, 2020 through December 31, 2020, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing #230157 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing # 230157
13 collectively attached as Exhibit 119).

14
15 **COUNT 682**

16 **BREACH OF CONTRACT**

17
18 3091. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3090 of
19 Plaintiff's Complaint.

20
21 3092. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 3093. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 3094. On June 17, 2020 through December 31, 2020, Defendants breached this duty
8 when Defendants would not allow information about the Plaintiff's financial interest to
9 be disclosed in listing #230157, placing Plaintiff's real estate brokerage license at risk
10 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
16 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
17 24-502(B). (See Exhibit 9). (See private and public version of listing #230157
18 collectively attached as Exhibit 119).

19
20 **COUNT 683**

21 **ANTITRUST LAWS**

22
23 3095. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3094 of
24 Plaintiff's Complaint.

1
2 3096. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 3097. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 3098. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 3099. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 3100. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 3101. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 3102. From June 17, 2020 to December 31, 2020 the Defendants restricted commerce
19 and excluded competition by unlawfully and systematically redacting and excluding
20 and interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing #230157. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 #230157 collectively attached as Exhibit 119).

COUNT 684**FIRST AMENDMENT**

3103. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3102 of Plaintiff's Complaint.

3104. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3105. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3106. From June 17, 2020 through December 31, 2020, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing #230157, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing #230157 collectively attached as Exhibit 119).

5
 6 **COUNT 685**

7 **FIRST AMENDMENT**

8
 9 3107. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3106 of
 10 Plaintiff's Complaint.

11
 12 3108. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 3109. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 3110. On June 17, 2020 through December 31, 2020, Defendants acted as a quasi -
 23 government actor and infringed on the Plaintiff's advertising in violation of the First
 24 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes

1 excluded access to the home listed in Plaintiffs listing #230157 to only WMAR
 2 members and not all real estate brokers and agents licensed in Arizona, causing
 3 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 4 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 5 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 6 version of listing #230157 collectively attached as Exhibit 119).

8 **COUNT 686**

9 **FIRST AMENDMENT**

10
 11 3111. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3110 of
 12 Plaintiff's Complaint.

13
 14 3112. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 3113. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

3114. On June 17, 2020 through December 31, 2020, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, would not allow information about the Plaintiff's financial interest to be disclosed in listing #230157, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to disclose a financial interest in a property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See private and public version of listing #230157 collectively attached as Exhibit 119).

COUNT 687

NEGLEGEANCE

3115. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3114 of Plaintiff's Complaint.

3116. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3117. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3118. From June 17, 2020 through December 31, 2020, Defendants owed Plaintiffs a
7 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
8 the U.S. Constitution, state law and administrative code as previously cited.

9
10 3119. Defendants breached this duty by redacting Plaintiff's contact information out of
11 Plaintiffs listing #230157.

12
13 3120. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
14 a loss of income and emotional distress by redacting Plaintiff's contact information out
15 of Plaintiffs listing #230157.

16
17 3121. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
18 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
19 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
20 Plaintiffs has to "ensure that all advertising contains accurate claims and
21 representations, and **fully states** (emphasis added) factual material relating to the
22 information advertised; and the duties a salesperson or broker has to not misrepresent
23 the facts or create misleading impressions pursuant to Arizona Administrative Code
24

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #230157
2 collectively attached as Exhibit 119).

3
4 3122. The Defendant's actions foreseeably and proximately caused a loss of income
5 and/or potential income and caused emotional distress to the Plaintiffs as well as the
6 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
7 version of listing #230157 collectively attached as Exhibit 119).

8
9 **COUNT 688**

10 **NEGLEGEANCE**

11
12 3123. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3122 of
13 Plaintiff's Complaint.

14
15 3124. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 3125. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

1 3126. From June 17, 2020 through December 31, 2020, Defendants owed Plaintiffs a
2 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
3 the U.S. Constitution and state law and administrative code as previously cited.

4
5 3127. From June 17, 2020 through December 31, 2020, Defendants breached this duty
6 by infringing on the Plaintiff's advertising in violation of the First Amendment of the
7 U.S. Constitution when Defendants, through the Supra lockboxes by excluding access
8 to the home listed in Plaintiffs listing #230157 to only WMAR members and not all
9 real estate brokers and agents licensed in Arizona,

10
11 3128. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
12 buyers and sellers

13
14 3129. Defendant's breach foreseeably and proximately caused a loss of income and
15 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
16 by excluding access through the Supra Lockboxes to Plaintiffs listing #208109. (See
17 Exhibit 9). (See private and public version of listing #230157 collectively attached as
18 Exhibit 119).

19
20 **COUNT 689**

21 **NEGLEGEANCE**

22
23 3130. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3129 of
24 Plaintiff's Complaint.

1 3131. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3132. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3133. On June 17, 2020 through December 31, 2020, Defendants owed Plaintiffs a duty
12 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
13 U.S. Constitution, Arizona state law and Arizona Administrative Code as previously
14 cited.

15
16 3134. Defendants breached this duty by not allowing information about the Plaintiff's
17 financial interest to be disclosed in listing #230157.

18
19 3135. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
20 buyers and sellers

21
22 3136. Defendant's breach foreseeably and proximately caused a loss of income and
23 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
24 by not allowing information about the Plaintiff's financial interest to be disclosed in

1 listing #230157. (See Exhibit 9). (See private and public version of listing #230157
2 collectively attached as Exhibit 119).

3
4 **COUNT 690**

5 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
6

7 3137. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3136 of
8 Plaintiff's Complaint.

9
10 3138. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3139. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3140. From June 17, 2020 through December 31, 2020, there existed a valid contractual
21 relationship between the Plaintiffs and their client for listing #208109 and/or a business
22 expectancy. The Defendants had knowledge of this relationship and/or business
23 expectancy. The Defendants intentionally interfered with this contract and/or business
24 expectancy which induced or caused a breach when Defendants redacted Plaintiff's

1 contact information out of Plaintiffs listing # 230157, causing Plaintiffs to lose potential
 2 buyers causing a loss of income, placing Plaintiff's real estate brokerage license at
 3 risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant
 4 to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that
 5 all advertising contains accurate claims and representations, and **fully states**
 6 (emphasis added) factual material relating to the information advertised. A
 7 salesperson or broker shall not misrepresent the facts or create misleading
 8 impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit
 9 9). (See private and public version of listing # 230157 collectively attached as Exhibit
 10 119). As such, the Defendants actions were improper.

11 12 **COUNT 691**

13 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

14
 15 3141. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3140 of
 16 Plaintiff's Complaint.

17
 18 3142. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 20 and access to homes and commercial property through lockboxes (Supra since at
 21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
 23 3143. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 3144. From June 17, 2020 through December 31, 2020, there existed a valid contractual
 5 relationship and/or business expectancy between the Plaintiffs and their client for
 6 listing #230157 and /or others. The Defendants had knowledge of this relationship
 7 and/or business expectancy. The Defendants intentionally interfered with this
 8 contract and or business expectancy which induced or caused a breach when the
 9 Defendants through the Supra lockboxes excluded access to the home listed in
 10 Plaintiffs listing #230157 to only WMAR members and not all real estate brokers and
 11 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
 12 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 13 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 14 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 15 advertising contains accurate claims and representations, and fully states (emphasis
 16 added) factual material relating to the information advertised. A salesperson or broker
 17 shall not misrepresent the facts or create misleading impressions." pursuant to
 18 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 19 version of listing #230157 collectively attached as Exhibit 119). As such, the
 20 Defendants actions were improper

21
 22 **COUNT 692**

23 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

1 3145. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3144 of
2 Plaintiff's Complaint.

3
4 3146. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3147. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3148. From June 17, 2020 through December 31, 2020, there existed a valid contractual
15 relationship between the Plaintiffs and their client for listing #230157 and/or a business
16 expectancy with the client or others. The Defendants had knowledge of this
17 relationship and/or business expectancy. The Defendants intentionally interfered with
18 this contract and/or business expectancy which induced or caused a breach when the
19 Defendants would not allow information about the Plaintiff's financial interest to be
20 disclosed in listing #230157, causing Plaintiffs to lose potential buyers causing a loss
21 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
22 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
23 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
24 advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing #230157 collectively attached as Exhibit 119). As such, the
 5 Defendants actions were improper.

7 **COUNT 693**

8 **AIDING AND ABETTING TORTIOUS CONDUCT**

9
 10 3149. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3148 of
 11 Plaintiff’s Complaint.

12
 13 3150. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
 18 3151. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 3152. From June 17, 2020 through December 31, 2020, all or some of the Defendants
 24 knew that all or some of them were committing an intentional tort when the Defendants

1 redacted Plaintiff's contact information out of Plaintiffs listing #230157. The
 2 Defendants knew that this conduct constituted a breach of duty. And the Defendants
 3 substantially assisted or encouraged the primary tortfeasor in the achievement of the
 4 breach.

5
 6 3153. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
 7 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
 8 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 9 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
 10 accurate claims and representations, and **fully states** (emphasis added) factual
 11 material relating to the information advertised. A salesperson or broker shall not
 12 misrepresent the facts or create misleading impressions." pursuant to Arizona
 13 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
 14 of listing # 230157 collectively attached as Exhibit 119).

15 16 **COUNT 694**

17 **AIDING AND ABETTING TORTIOUS CONDUCT**

18
 19 3154. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3153 of
 20 Plaintiff's Complaint.

21
 22 3155. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 24

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 3156. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9
10 From June 17, 2020 through December 31, 2020, all or some of the Defendants knew
11 that all or some of them were committing an intentional tort when the Defendants through
12 the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 230157 to
13 only WMAR members and not all real estate brokers and agents licensed in Arizona. The
14 Defendants knew that this conduct constituted a breach of duty. And the Defendants
15 substantially assisted or encouraged the primary tortfeasor in the achievement of the
16 breach.

17
18 3157. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
19 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
20 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
21 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
22 and representations, and fully states (emphasis added) factual material relating to the
23 information advertised. A salesperson or broker shall not misrepresent the facts or
24 create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #230157 collectively
2 attached as Exhibit 119).

3
4 **COUNT 695**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**
6

7 3158. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3157 of
8 Plaintiff's Complaint.

9
10 3159. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3160. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3161. From June 17, 2020 through December 31, 2020, all or some of the Defendants
21 knew that all or some of them were committing an intentional tort when the Defendants
22 would not allow information about the Plaintiff's financial interest to be disclosed in
23 listing #230157. The Defendants knew that this conduct constituted a breach of duty.
24

1 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 3162. This caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
6 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
8 claims and representations, and **fully states** (emphasis added) factual material
9 relating to the information advertised. A salesperson or broker shall not misrepresent
10 the facts or create misleading impressions." pursuant to Arizona Administrative Code
11 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 230157
12 collectively attached as Exhibit 119).

13
14 **COUNT 696 THROUGH 701**

15 **BREACH OF CONTRACT**

16
17 3163. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3162 of
18 Plaintiff's Complaint.

19
20 3164. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3165. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 2 must comply with the ADRE Rules including the rules that the broker (in this case the
 3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 4 estate matters and discipline related to real estate agents and brokers.

5
 6 3166. From June 17, 2020 through June 25, 2020, Defendants breached their duty when
 7 Defendants contacted Plaintiff's six times via email and threatening to fine Plaintiffs
 8 due to listing # 230157 being on Facebook and not yet in MLS, causing Plaintiffs to
 9 lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
 10 license at risk and infringing on the duties the Plaintiffs have to supervise all
 11 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 12 Plaintiffs has to "ensure that all advertising contains accurate claims and
 13 representations, and fully states (emphasis added) factual material relating to the
 14 information advertised. A salesperson or broker shall not misrepresent the facts or
 15 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 16 502(C). (See Exhibit 9). (See private and public version of listing # 230157 collectively
 17 attached as Exhibit 119). (See relevant emails collectively attached as Exhibit 120).¹³

18 19 COUNT 702 THROUGH 707

20 ANTITRUST LAWS

21
22
23 ¹³ The bottom of the email dated June 17, 2020 at 11:32 am shows where NAR and WMAR claim to get their
 24 authority from citing to NAR Policy Statement 8.0 and WMAR's Section 2.15 Clear Cooperation Policy. The
 essence of this is that a property advertised to the public must be put into MLS within one business day. (See
 bottom of page. As previously discussed, Defendants have no authority to tell Plaintiffs what to do about anything.
 In fact, the Plaintiffs employ the Defendants and they are duty bound to follow the directions of the Plaintiffs.

1

2 3167. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3166 of
3 Plaintiff's Complaint.

4

5 3168. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9

10 3169. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with federal and state antitrust laws and the ADRE Rules including the
12 rules that the broker (in this case the Plaintiff) supervises all advertising and that
13 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
14 estate agents and brokers.

15

16 3170. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
17 1402 states:

18 "A contract, combination or conspiracy between two or more persons in restraint of , or to
19 monopolize, trade or commerce, any part which is within this state is unlawful."

20

21 3171. A.R.S. 44-1403 further states:

22 "The establishment, maintenance or use of a monopoly or an attempt to establish a
23 monopoly of trade or commerce, any part of which is within this state, by any person for
24 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

1
2 3172. The Defendant's actions also violate federal antitrust laws including the Sherman
3 Act. 15 U.S. Code § 1 states:

4
5 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
6 states, or with foreign nations, is declared illegal. Every person who shall make any
7 contract or engage in any combination conspiracy hereby declared to be illegal shall be
8 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
9 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
10 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
11 court."

12
13 3173. 15 U.S. Code § 15(a) further states:

14
15 "...[A]ny person who shall be injured in his business or property by any reason of anything
16 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
17 threefold the damages by him sustained, and the cost of suit, including a reasonable
18 attorney's fee. The court may award...simple interest on actual damages for the period
19 beginning on the date of service".

20
21 3174. From June 17, 2020 to June 25, 2020 the Defendants restricted commerce and
22 excluded competition six times by unlawfully and systematically interfering with
23 information in the Plaintiff's advertisements, threatening to fine Plaintiffs and limiting
24 access to Plaintiffs listing #230157. As such, Defendants are liable for treble damages

1 under this cause of action. (See private and public version of listing #230157
2 collectively attached as Exhibit 119 and emails attached as Exhibit 120).

3
4 **COUNT 708 THROUGH 713**

5 **FIRST AMENDMENT**
6

7 3175. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3174 of
8 Plaintiff's Complaint.

9
10 3176. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3177. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3178. From June 17, 2020 through June 25, 2020, Defendants acted as a quasi -
21 government actor and infringed on the Plaintiff's advertising in violation of the First
22 Amendment of the U.S. Constitution by contacting Plaintiff's six times via email and
23 threatening to fine Plaintiffs due to listing # 230157 being on Facebook and not yet in
24 MLS, causing Plaintiffs to lose potential buyers causing a loss of income, placing

Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #230157 collectively attached as Exhibit 119). (See emails collectively attached as Exhibit 120).

COUNT 714 THROUGH 719

NEGLEGENCE

3179. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3178 of Plaintiff's Complaint.

3180. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3181. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1 3182. From June 17, 2020 through June 25, 2020, Defendants owed Plaintiffs a duty to
2 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
3 Constitution, state law and administrative code as previously cited.

4
5 3183. Defendants breached this duty by contacting Plaintiff's six times via email and
6 threatening to fine Plaintiffs due to listing # 230157 being on Facebook and not yet in
7 MLS.

8
9 3184. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
10 a loss of income and emotional distress by contacting Plaintiff's six times via email
11 and threatening to fine Plaintiffs due to listing # 230157 being on Facebook and not
12 yet in MLS.

13
14 3185. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
15 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
16 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
17 Plaintiffs has to "ensure that all advertising contains accurate claims and
18 representations, and **fully states** (emphasis added) factual material relating to the
19 information advertised; and the duties a salesperson or broker has to not misrepresent
20 the facts or create misleading impressions pursuant to Arizona Administrative Code
21 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #230157
22 collectively attached as Exhibit 119). (See emails collectively attached as Exhibit 120).

1 3186. The Defendant's actions foreseeably and proximately caused a loss of income
 2 and/or potential income and caused emotional distress to the Plaintiffs as well as the
 3 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
 4 version of listing #230157 collectively attached as Exhibit 119). (See emails
 5 collectively attached as Exhibit 120).

6 7 **COUNT 720 THROUGH 725**

8 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

9
 10 3187. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3186 of
 11 Plaintiff's Complaint.

12
 13 3188. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

17
 18 3189. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 3190. From June 17, 2020 through June 25, 2020, there existed a valid contractual
 24 relationship between the Plaintiffs and their client for listing #230157 and/or a business

1 3193. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3194. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3195. From June 17, 2020 through June 25, 2020, all or some of the Defendants knew
12 that all or some of them were committing an intentional tort when the Defendants
13 contacted Plaintiffs six times via email and threatening to fine Plaintiffs due to listing
14 # 230157 being on Facebook and not yet in MLS. The Defendants knew that this
15 conduct constituted a breach of duty. And the Defendants substantially assisted or
16 encouraged the primary tortfeasor in the achievement of the breach.

17
18 3196. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
22 accurate claims and representations, and **fully states** (emphasis added) factual
23 material relating to the information advertised. A salesperson or broker shall not
24 misrepresent the facts or create misleading impressions." pursuant to Arizona

Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 230157 collectively attached as Exhibit 119). (See emails collectively attached as Exhibit 120).¹⁴

COUNT 732

BREACH OF CONTRACT

3197. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3196 of Plaintiff's Complaint.

3198. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3199. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3200. From June 17, 2020 through April 1, 2021, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 230158,

¹⁴ The fact that AAR references NAR's policy in the emails illustrates the nexus between the two parties for Aiding and Abetting Tortious Conduct.

1 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
 2 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
 3 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 4 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
 5 representations, and **fully states** (emphasis added) factual material relating to the
 6 information advertised. A salesperson or broker shall not misrepresent the facts or
 7 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 8 502(C). (See Exhibit 9). (See private and public version of listing # 230158 collectively
 9 attached as Exhibit 121).

11 **COUNT 733**

12 **BREACH OF CONTRACT**

13
 14 3201. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3200 of
 15 Plaintiff's Complaint.

16
 17 3202. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
 22 3203. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 3204. On June 17, 2020 through April 1, 2021, Defendants breached their duty when
5 Defendants, through the Supra lockboxes excluded access to the home listed in
6 Plaintiffs listing #230158 to only WMAR members and not all real estate brokers and
7 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
8 of income and infringing on the duties the Plaintiffs have to supervise all advertising
9 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
10 (See Exhibit 9). (See private and public version of listing # 230158 collectively
11 attached as Exhibit 121).

12
13 **COUNT 734**

14 **BREACH OF CONTRACT**

15
16 3205. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3204 of
17 Plaintiff's Complaint.

18
19 3206. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3207. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3208. On June 17, 2020 through April 1, 2021, Defendants breached this duty when
7 Defendants would not allow information about the Plaintiff's financial interest to be
8 disclosed in listing #230158, placing Plaintiff's real estate brokerage license at risk
9 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
10 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
11 advertising contains accurate claims and representations, and fully states (emphasis
12 added) factual material relating to the information advertised. A salesperson or broker
13 shall not misrepresent the facts or create misleading impressions." pursuant to
14 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
15 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
16 24-502(B). (See Exhibit 9). (See private and public version of listing #230158
17 collectively attached as Exhibit 121).

18
19 **COUNT 735**

20 **ANTITRUST LAWS**

21
22 3209. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3208 of
23 Plaintiff's Complaint.
24

1 3210. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3211. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with federal and state antitrust laws and the ADRE Rules including the
8 rules that the broker (in this case the Plaintiff) supervises all advertising and that
9 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
10 estate agents and brokers.

11
12 3212. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
13 1402 states:
14 "A contract, combination or conspiracy between two or more persons in restraint of , or to
15 monopolize, trade or commerce, any part which is within this state is unlawful."

16
17 3213. A.R.S. 44-1403 further states:
18 "The establishment, maintenance or use of a monopoly or an attempt to establish a
19 monopoly of trade or commerce, any part of which is within this state, by any person for
20 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

21
22 3214. The Defendant's actions also violate federal antitrust laws including the Sherman
23 Act. 15 U.S. Code § 1 states:
24

1 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
2 states, or with foreign nations, is declared illegal. Every person who shall make any
3 contract or engage in any combination conspiracy hereby declared to be illegal shall be
4 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
5 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
6 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
7 court.”

8
9 3215. 15 U.S. Code § 15(a) further states:

10
11 “...[A]ny person who shall be injured in his business or property by any reason of anything
12 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
13 threefold the damages by him sustained, and the cost of suit, including a reasonable
14 attorney’s fee. The court may award...simple interest on actual damages for the period
15 beginning on the date of service”.

16
17 3216. From June 17, 2020 to April 1,2021 the Defendants restricted commerce and
18 excluded competition by unlawfully and systematically redacting and excluding and
19 interfering with information in the Plaintiff’s advertisements and limiting access to
20 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
21 Plaintiffs had for sale in Plaintiffs listing #230158. As such, Defendants are liable for
22 treble damages under this cause of action. (See private and public version of listing
23 #230158 collectively attached as Exhibit 121).

COUNT 736

FIRST AMENDMENT

3217. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3216 of Plaintiff's Complaint.

3218. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3219. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3220. From June 17, 2020 through April 1, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing # 230158, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing #230158 collectively attached as Exhibit 121).

6 **COUNT 737**

7 **FIRST AMENDMENT**

8
 9 3221. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3220 of
 10 Plaintiff's Complaint.

11
 12 3222. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 3223. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 3224. On June 17, 2020 through April 1, 2021, Defendants acted as a quasi -government
 23 actor and infringed on the Plaintiff's advertising in violation of the First Amendment of
 24 the U.S. Constitution when Defendants, through the Supra lockboxes excluded access

1 to the home listed in Plaintiffs listing # 230158 to only WMAR members and not all
 2 real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential
 3 buyers causing a loss of income and infringing on the duties the Plaintiffs have to
 4 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and
 5 the duties to their clients. (See Exhibit 9). (See private and public version of listing
 6 #230158 collectively attached as Exhibit 121).

7
 8 **COUNT 738**

9 **FIRST AMENDMENT**

10
 11 3225. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3224 of
 12 Plaintiff's Complaint.

13
 14 3226. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 3227. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 3228. On June 17, 2020 through April 1, 2021, Defendants acted as a quasi -government
 2 actor and infringed on the Plaintiff's advertising in violation of the First Amendment of
 3 the U.S. Constitution when Defendants, would not allow information about the
 4 Plaintiff's financial interest to be disclosed in listing # 230158, placing Plaintiff's real
 5 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
 6 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 7 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
 8 representations, and **fully states** (emphasis added) factual material relating to the
 9 information advertised. A salesperson or broker shall not misrepresent the facts or
 10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 11 502(C) and a salesperson or broker's duties to disclose a financial interest in a
 12 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 13 private and public version of listing # 230158 collectively attached as Exhibit 121).

14
 15 **COUNT 739**

16 **NEGLEGEANCE**

17
 18 3229. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3228 of
 19 Plaintiff's Complaint.

20
 21 3230. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 23 and access to homes and commercial property through lockboxes (Supra since at
 24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 3231. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 3232. From June 17, 2020 through April 1, 2021, Defendants owed Plaintiffs a duty to
8 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
9 Constitution, state law and administrative code as previously cited.

10
11 3233. Defendants breached this duty by redacting Plaintiff's contact information out of
12 Plaintiffs listing #230158.

13
14 3234. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
15 a loss of income and emotional distress by redacting Plaintiff's contact information out
16 of Plaintiffs listing #230158.

17
18 3235. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
19 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
20 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
21 Plaintiffs has to "ensure that all advertising contains accurate claims and
22 representations, and fully states (emphasis added) factual material relating to the
23 information advertised; and the duties a salesperson or broker has to not misrepresent
24 the facts or create misleading impressions pursuant to Arizona Administrative Code

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #230158
2 collectively attached as Exhibit 121).

3
4 3236. The Defendant's actions foreseeably and proximately caused a loss of income
5 and/or potential income and caused emotional distress to the Plaintiffs as well as the
6 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
7 version of listing #230158 collectively attached as Exhibit 121).

8
9 **COUNT 740**

10 **NEGLEGEANCE**

11
12 3237. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3236 of
13 Plaintiff's Complaint.

14
15 3238. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 3239. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

1 3240. From June 17, 2020 through April 1, 2021, Defendants owed Plaintiffs a duty to
2 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
3 Constitution and state law and administrative code as previously cited.

4
5 3241. From June 17, 2020 through April 1, 2021, Defendants breached this duty by
6 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
7 Constitution when Defendants, through the Supra lockboxes by excluding access to
8 the home listed in Plaintiffs listing #230158 to only WMAR members and not all real
9 estate brokers and agents licensed in Arizona,

10
11 3242. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
12 buyers and sellers

13
14 3243. Defendant's breach foreseeably and proximately caused a loss of income and
15 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
16 by excluding access through the Supra Lockboxes to Plaintiffs listing #208109. (See
17 Exhibit 9). (See private and public version of listing #230158 collectively attached as
18 Exhibit 121).

19
20 **COUNT 741**

21 **NEGLEGEANCE**

22
23 3244. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3243 of
24 Plaintiff's Complaint.

1
2 3245. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 3246. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 3247. On June 17, 2020 through April 1, 2021, Defendants owed Plaintiffs a duty to not
13 infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
14 Constitution, Arizona state law and Arizona Administrative Code as previously cited.

15
16 3248. Defendants breached this duty by not allowing information about the Plaintiff's
17 financial interest to be disclosed in listing #230158.

18
19 3249. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
20 buyers and sellers

21
22 3250. Defendant's breach foreseeably and proximately caused a loss of income and
23 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
24 by not allowing information about the Plaintiff's financial interest to be disclosed in

1 listing #230158. (See Exhibit 9). (See private and public version of listing #230157
2 collectively attached as Exhibit 121).

3
4 **COUNT 742**

5 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
6

7 3251. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3250 of
8 Plaintiff's Complaint.

9
10 3252. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3253. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3254. From June 17, 2020 through April 1, 2021, there existed a valid contractual
21 relationship between the Plaintiffs and their client for listing #230158 and/or a business
22 expectancy. The Defendants had knowledge of this relationship and/or business
23 expectancy. The Defendants intentionally interfered with this contract and/or business
24 expectancy which induced or caused a breach when Defendants redacted Plaintiff's

1 contact information out of Plaintiffs listing # 230158, causing Plaintiffs to lose potential
 2 buyers causing a loss of income, placing Plaintiff's real estate brokerage license at
 3 risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant
 4 to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that
 5 all advertising contains accurate claims and representations, and **fully states**
 6 (emphasis added) factual material relating to the information advertised. A
 7 salesperson or broker shall not misrepresent the facts or create misleading
 8 impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit
 9 9). (See private and public version of listing # 230158 collectively attached as Exhibit
 10 121). As such, the Defendants actions were improper.

11 12 **COUNT 743**

13 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

14
 15 3255. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3254 of
 16 Plaintiff's Complaint.

17
 18 3256. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 20 and access to homes and commercial property through lockboxes (Supra since at
 21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
 23 3257. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 3258. From June 17, 2020 through April 1, 2021, there existed a valid contractual
 5 relationship and/or business expectancy between the Plaintiffs and their client for
 6 listing #230158 and /or others. The Defendants had knowledge of this relationship
 7 and/or business expectancy. The Defendants intentionally interfered with this
 8 contract and or business expectancy which induced or caused a breach when the
 9 Defendants through the Supra lockboxes excluded access to the home listed in
 10 Plaintiffs listing #230158 to only WMAR members and not all real estate brokers and
 11 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
 12 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 13 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 14 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 15 advertising contains accurate claims and representations, and fully states (emphasis
 16 added) factual material relating to the information advertised. A salesperson or broker
 17 shall not misrepresent the facts or create misleading impressions." pursuant to
 18 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 19 version of listing #230158 collectively attached as Exhibit 121). As such, the
 20 Defendants actions were improper

21
 22 **COUNT 744**

23 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

1 3259. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3258 of
2 Plaintiff's Complaint.

3
4 3260. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3261. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3262. From June 17, 2020 through April 1, 2021, there existed a valid contractual
15 relationship between the Plaintiffs and their client for listing #230158 and/or a business
16 expectancy with the client or others. The Defendants had knowledge of this
17 relationship and/or business expectancy. The Defendants intentionally interfered with
18 this contract and/or business expectancy which induced or caused a breach when the
19 Defendants would not allow information about the Plaintiff's financial interest to be
20 fully disclosed in listing #230158, causing Plaintiffs to lose potential buyers causing a
21 loss of income, placing Plaintiff's real estate brokerage license at risk and infringing
22 on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona
23 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
24 advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing #230158 collectively attached as Exhibit 121). As such, the
 5 Defendants actions were improper.

7 **COUNT 745**

8 **AIDING AND ABETTING TORTIOUS CONDUCT**

9
 10 3263. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3262 of
 11 Plaintiff’s Complaint.

12
 13 3264. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
 18 3265. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 3266. From June 17, 2020 through April 1, 2021, all or some of the Defendants knew
 24 that all or some of them were committing an intentional tort when the Defendants

1 redacted Plaintiff's contact information out of Plaintiffs listing # 230158. The
2 Defendants knew that this conduct constituted a breach of duty. And the Defendants
3 substantially assisted or encouraged the primary tortfeasor in the achievement of the
4 breach.

5
6 3267. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
7 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
8 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
9 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
10 accurate claims and representations, and **fully states** (emphasis added) factual
11 material relating to the information advertised. A salesperson or broker shall not
12 misrepresent the facts or create misleading impressions." pursuant to Arizona
13 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
14 of listing # 230158 collectively attached as Exhibit 121).

15
16 **COUNT 746**

17 **AIDING AND ABETTING TORTIOUS CONDUCT**

18
19 3268. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3267 of
20 Plaintiff's Complaint.

21
22 3269. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
24

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 3270. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 3271. From June 17, 2020 through April 1, 2021, all or some of the Defendants knew
10 that all or some of them were committing an intentional tort when the Defendants
11 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
12 230158 to only WMAR members and not all real estate brokers and agents licensed
13 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
14 the Defendants substantially assisted or encouraged the primary tortfeasor in the
15 achievement of the breach.

16
17 3272. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
18 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
19 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
20 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
21 and representations, and fully states (emphasis added) factual material relating to the
22 information advertised. A salesperson or broker shall not misrepresent the facts or
23 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
24

1 502(C). (See Exhibit 9). (See private and public version of listing #230158 collectively
2 attached as Exhibit 121).

3
4 **COUNT 747**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**

6
7 3273. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3272 of
8 Plaintiff's Complaint.

9
10 3274. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3275. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3276. From June 17, 2020 through April 21, 2021, all or some of the Defendants knew
21 that all or some of them were committing an intentional tort when the Defendants
22 would not allow information about the Plaintiff's financial interest to be disclosed in
23 listing #230158. The Defendants knew that this conduct constituted a breach of duty.

1 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 3277. This caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
6 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
8 claims and representations, and **fully states** (emphasis added) factual material
9 relating to the information advertised. A salesperson or broker shall not misrepresent
10 the facts or create misleading impressions." pursuant to Arizona Administrative Code
11 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 230158
12 collectively attached as Exhibit 121).

13
14 **COUNT 748**

15 **BREACH OF CONTRACT**

16
17 3278. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3277 of
18 Plaintiff's Complaint.

19
20 3279. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3280. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3281. From July 22, 2020 through January 21, 2021, Defendants breached their duty
7 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
8 230904, causing Plaintiffs to lose potential buyers causing a loss of income, placing
9 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
10 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
11 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
12 and representations, and fully states (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C). (See Exhibit 9). (See private and public version of listing # 230904 collectively
16 attached as Exhibit 122).

17
18 **COUNT 749**

19 **BREACH OF CONTRACT**

20
21 3282. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3281 of
22 Plaintiff's Complaint.

1 3283. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3284. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3285. On July 22, 2020 through January 21, 2021, Defendants breached their duty when
12 Defendants, through the Supra lockboxes excluded access to the home listed in
13 Plaintiffs listing #230904 to only WMAR members and not all real estate brokers and
14 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
15 of income and infringing on the duties the Plaintiffs have to supervise all advertising
16 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
17 (See Exhibit 9). (See private and public version of listing # 230904 collectively
18 attached as Exhibit 122).

19
20 **COUNT 750**

21 **BREACH OF CONTRACT**

22
23 3286. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3285 of
24 Plaintiff's Complaint.

1
2 3287. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 3288. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 3289. On July 22, 2020 through January 21, 2021, Defendants breached this duty when
13 Defendants would not allow information about the Plaintiff's financial interest to be
14 disclosed in listing #230904, placing Plaintiff's real estate brokerage license at risk
15 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
16 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
17 advertising contains accurate claims and representations, and fully states (emphasis
18 added) factual material relating to the information advertised. A salesperson or broker
19 shall not misrepresent the facts or create misleading impressions." pursuant to
20 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
21 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
22 24-502(B). (See Exhibit 9). (See private and public version of listing #230904
23 collectively attached as Exhibit 122).

COUNT 751

ANTITRUST LAWS

3290. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3289 of Plaintiff's Complaint.

3291. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3292. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with federal and state antitrust laws and the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3293. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

3294. A.R.S. 44-1403 further states:

1 “The establishment, maintenance or use of a monopoly or an attempt to establish a
2 monopoly of trade or commerce, any part of which is within this state, by any person for
3 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

4
5 3295. The Defendant’s actions also violate federal antitrust laws including the Sherman
6 Act. 15 U.S. Code § 1 states:

7
8 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
9 states, or with foreign nations, is declared illegal. Every person who shall make any
10 contract or engage in any combination conspiracy hereby declared to be illegal shall be
11 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
12 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
13 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
14 court.”

15
16 3296. 15 U.S. Code § 15(a) further states:

17
18 “...[A]ny person who shall be injured in his business or property by any reason of anything
19 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
20 threefold the damages by him sustained, and the cost of suit, including a reasonable
21 attorney’s fee. The court may award...simple interest on actual damages for the period
22 beginning on the date of service”.

1 3297. From July 22, 2020 to January 21, 2021 the Defendants restricted commerce and
2 excluded competition by unlawfully and systematically redacting and excluding and
3 interfering with information in the Plaintiff's advertisements and limiting access to
4 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
5 Plaintiffs had for sale in Plaintiffs listing #230904. As such, Defendants are liable for
6 treble damages under this cause of action. (See private and public version of listing
7 #230904 collectively attached as Exhibit 122).

8
9 **COUNT 752**

10 **FIRST AMENDMENT**

11
12 3298. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3297 of
13 Plaintiff's Complaint.

14
15 3299. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 3300. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

3301. From July 22, 2020 through January 21, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing # 230904, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #230904 collectively attached as Exhibit 122).

COUNT 753

FIRST AMENDMENT

3302. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3301 of Plaintiff's Complaint.

3303. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3304. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3305. On July 22, 2020 through January 21, 2021, Defendants acted as a quasi -
7 government actor and infringed on the Plaintiff's advertising in violation of the First
8 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
9 excluded access to the home listed in Plaintiffs listing # 230904 to only WMAR
10 members and not all real estate brokers and agents licensed in Arizona, causing
11 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
12 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
13 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
14 version of listing #230904 collectively attached as Exhibit 122).

15
16 **COUNT 754**

17 **FIRST AMENDMENT**

18
19 3306. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3305 of
20 Plaintiff's Complaint.

21
22 3307. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
24

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 3308. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 3309. On July 22, 2020 through January 21, 2021, Defendants acted as a quasi -
10 government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, would not allow information
12 about the Plaintiff's financial interest to be disclosed in listing # 230904, placing
13 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
14 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
15 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
16 and representations, and fully states (emphasis added) factual material relating to the
17 information advertised. A salesperson or broker shall not misrepresent the facts or
18 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
19 502(C) and a salesperson or broker's duties to disclose a financial interest in a
20 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
21 private and public version of listing # 230904 collectively attached as Exhibit 122).

22
23 **COUNT 755**

24 **NEGLEGEANCE**

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3310. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3309 of Plaintiff's Complaint.

3311. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3312. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3313. From July 22, 2020 through January 21, 2021, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution, state law and administrative code as previously cited.

3314. Defendants breached this duty by redacting Plaintiff's contact information out of Plaintiffs listing #230904.

3315. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers, a loss of income and emotional distress by redacting Plaintiff's contact information out of Plaintiffs listing #230904.

1 3316. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
2 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
3 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
4 Plaintiffs has to "ensure that all advertising contains accurate claims and
5 representations, and **fully states** (emphasis added) factual material relating to the
6 information advertised; and the duties a salesperson or broker has to not misrepresent
7 the facts or create misleading impressions pursuant to Arizona Administrative Code
8 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #230904
9 collectively attached as Exhibit 122).

10
11 3317. The Defendant's actions foreseeably and proximately caused a loss of income
12 and/or potential income and caused emotional distress to the Plaintiffs as well as the
13 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
14 version of listing #230904 collectively attached as Exhibit 122).

15
16 **COUNT 756**

17 **NEGLEGEANCE**

18
19 3318. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3217 of
20 Plaintiff's Complaint.

21
22 3319. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
24

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 3320. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 3321. From July 22, 2020 through January 21, 2021, Defendants owed Plaintiffs a duty
10 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
11 U.S. Constitution and state law and administrative code as previously cited.

12
13 3322. From July 22, 2020 through January 21, 2021, Defendants breached this duty by
14 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
15 Constitution when Defendants, through the Supra lockboxes by excluding access to
16 the home listed in Plaintiffs listing #230904 to only WMAR members and not all real
17 estate brokers and agents licensed in Arizona,

18
19 3323. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
20 buyers and sellers

21
22 3324. Defendant's breach foreseeably and proximately caused a loss of income and
23 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
24 by excluding access through the Supra Lockboxes to Plaintiffs listing #230904. (See

1 Exhibit 9). (See private and public version of listing #230904 collectively attached as
2 Exhibit 122).

3
4 **COUNT 757**

5 **NEGLEGEENCE**

6
7 3325. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3324 of
8 Plaintiff's Complaint.

9
10 3326. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3327. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3328. On July 22, 2020 through January 21, 2021, Defendants owed Plaintiffs a duty to
21 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
22 Constitution, Arizona state law and Arizona Administrative Code as previously cited.
23
24

1 3329. Defendants breached this duty by not allowing information about the Plaintiff's
2 financial interest to be disclosed in listing #230904.

3
4 3330. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
5 buyers and sellers.

6
7 3331. Defendant's breach foreseeably and proximately caused a loss of income and
8 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
9 by not allowing information about the Plaintiff's financial interest to be disclosed in
10 listing #230158. (See Exhibit 9). (See private and public version of listing #230904
11 collectively attached as Exhibit 122).

12
13 **COUNT 758**

14 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

15
16 3332. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3331 of
17 Plaintiff's Complaint.

18
19 3333. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3334. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3335. From July 22, 2020 through January 21, 2021, there existed a valid contractual
7 relationship between the Plaintiffs and their client for listing #230904 and/or a business
8 expectancy. The Defendants had knowledge of this relationship and/or business
9 expectancy. The Defendants intentionally interfered with this contract and/or business
10 expectancy which induced or caused a breach when Defendants redacted Plaintiff's
11 contact information out of Plaintiffs listing # 230904, causing Plaintiffs to lose potential
12 buyers causing a loss of income, placing Plaintiff's real estate brokerage license at
13 risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant
14 to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that
15 all advertising contains accurate claims and representations, and fully states
16 (emphasis added) factual material relating to the information advertised. A
17 salesperson or broker shall not misrepresent the facts or create misleading
18 impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit
19 9). (See private and public version of listing # 230904 collectively attached as Exhibit
20 122). As such, the Defendants actions were improper.

21
22 **COUNT 759**

23 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
24

1 3336. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3335 of
2 Plaintiff's Complaint.

3
4 3337. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3338. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3339. From July 22, 2020 through January 21, 2021, there existed a valid contractual
15 relationship and/or business expectancy between the Plaintiffs and their client for
16 listing # 230904 and /or others. The Defendants had knowledge of this relationship
17 and/or business expectancy. The Defendants intentionally interfered with this
18 contract and or business expectancy which induced or caused a breach when the
19 Defendants through the Supra lockboxes excluded access to the home listed in
20 Plaintiffs listing # 230904 to only WMAR members and not all real estate brokers and
21 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
22 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
23 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
24 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all

1 advertising contains accurate claims and representations, and **fully states** (emphasis
 2 added) factual material relating to the information advertised. A salesperson or broker
 3 shall not misrepresent the facts or create misleading impressions.” pursuant to
 4 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 5 version of listing # 230904 collectively attached as Exhibit 122). As such, the
 6 Defendants actions were improper

8 **COUNT 760**

9 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

10
 11 3340. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3339 of
 12 Plaintiff's Complaint.

13
 14 3341. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 3342. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 3343. From July 22, 2020 through January 21, 2021, there existed a valid contractual
2 relationship between the Plaintiffs and their client for listing # 230904 and/or a
3 business expectancy with the client or others. The Defendants had knowledge of this
4 relationship and/or business expectancy. The Defendants intentionally interfered with
5 this contract and/or business expectancy which induced or caused a breach when the
6 Defendants would not allow information about the Plaintiff's financial interest to be
7 fully disclosed in listing # 230904, causing Plaintiffs to lose potential buyers causing a
8 loss of income, placing Plaintiff's real estate brokerage license at risk and infringing
9 on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona
10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
11 advertising contains accurate claims and representations, and **fully states** (emphasis
12 added) factual material relating to the information advertised. A salesperson or broker
13 shall not misrepresent the facts or create misleading impressions." pursuant to
14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
15 version of listing # 230904 collectively attached as Exhibit 122). As such, the
16 Defendants actions were improper.

17
18 **COUNT 761**

19 **AIDING AND ABETTING TORTIOUS CONDUCT**
20

21 3344. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3343 of
22 Plaintiff's Complaint.
23
24

1 3345. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3346. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3347. From July 22, 2020 through January 21, 2021, all or some of the Defendants knew
12 that all or some of them were committing an intentional tort when the Defendants
13 redacted Plaintiff's contact information out of Plaintiffs listing # 230904. The
14 Defendants knew that this conduct constituted a breach of duty. And the Defendants
15 substantially assisted or encouraged the primary tortfeasor in the achievement of the
16 breach.

17
18 3348. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
22 accurate claims and representations, and **fully states** (emphasis added) factual
23 material relating to the information advertised. A salesperson or broker shall not
24 misrepresent the facts or create misleading impressions." pursuant to Arizona

1 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
2 of listing # 230904 collectively attached as Exhibit 122).

3
4 **COUNT 762**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**

6
7 3349. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3348 of
8 Plaintiff's Complaint.

9
10 3350. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3351. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3352. From July 22, 2020 through January 21, 2021, all or some of the Defendants knew
21 that all or some of them were committing an intentional tort when the Defendants
22 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
23 230904 to only WMAR members and not all real estate brokers and agents licensed
24 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And

1 the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 3353. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
8 and representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or
10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
11 502(C). (See Exhibit 9). (See private and public version of listing #230904 collectively
12 attached as Exhibit 122).

13
14 **COUNT 763**

15 **AIDING AND ABETTING TORTIOUS CONDUCT**

16
17 3354. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3353 of
18 Plaintiff's Complaint.

19
20 3355. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3356. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3357. From July 22, 2020 through January 21, 2021, all or some of the Defendants knew
7 that all or some of them were committing an intentional tort when the Defendants
8 would not allow information about the Plaintiff's financial interest to be disclosed in
9 listing #230904. The Defendants knew that this conduct constituted a breach of duty.
10 And the Defendants substantially assisted or encouraged the primary tortfeasor in the
11 achievement of the breach.

12
13 3358. This caused the Plaintiffs to lose potential buyers causing a loss of income,
14 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
15 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
17 claims and representations, and fully states (emphasis added) factual material
18 relating to the information advertised. A salesperson or broker shall not misrepresent
19 the facts or create misleading impressions." pursuant to Arizona Administrative Code
20 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 230904
21 collectively attached as Exhibit 122).

22
23 **COUNT 764**

24 **BREACH OF CONTRACT**

1
2 3359. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3358 of
3 Plaintiff's Complaint.

4
5 3360. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 3361. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 3362. From July 30, 2020 through December 21, 2021, Defendants breached their duty
16 when Defendants attempted to penalize and fine Plaintiff's by conducting a grievance
17 process without authority to do so and on behalf of a client that Plaintiffs never
18 represented, causing Plaintiffs to lose potential buyers and sellers, causing a loss of
19 income and time. (See relevant documents related to EC-20160 collectively attached
20 as Exhibit 123).

21
22 **COUNT 765**

23 **ANTITRUST LAWS**

1 3363. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3362 of
2 Plaintiff's Complaint.

3
4 3364. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3365. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with federal and state antitrust laws and the ADRE Rules including the
11 rules that the broker (in this case the Plaintiff) supervises all advertising and that
12 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
13 estate agents and brokers.

14
15 3366. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
16 1402 states:

17 "A contract, combination or conspiracy between two or more persons in restraint of , or to
18 monopolize, trade or commerce, any part which is within this state is unlawful."

19
20 3367. A.R.S. 44-1403 further states:

21 "The establishment, maintenance or use of a monopoly or an attempt to establish a
22 monopoly of trade or commerce, any part of which is within this state, by any person for
23 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

1 3368. The Defendant's actions also violate federal antitrust laws including the Sherman
2 Act. 15 U.S. Code § 1 states:

3
4 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
5 states, or with foreign nations, is declared illegal. Every person who shall make any
6 contract or engage in any combination conspiracy hereby declared to be illegal shall be
7 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
8 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
9 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
10 court."

11
12 3369. 15 U.S. Code § 15(a) further states:

13
14 "...[A]ny person who shall be injured in his business or property by any reason of anything
15 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
16 threefold the damages by him sustained, and the cost of suit, including a reasonable
17 attorney's fee. The court may award...simple interest on actual damages for the period
18 beginning on the date of service".

19
20 3370. From July 30, 2020 to December 21, 2021 the Defendants restricted commerce
21 and excluded competition by unlawfully and systematically controlling Plaintiff's
22 relationship with his client and the ultimate terms of the contract between parties
23 unrelated in any way to the defendants by conducting an unlawful grievance process
24 without lawful authority. As such, Defendants are liable for treble damages under this

1 cause of action. (See relevant documents related to EC-20160 collectively attached
2 as Exhibit 123).

3
4 **COUNT 766**

5 **FIRST AMENDMENT**

6
7 3371. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3370 of
8 Plaintiff's Complaint.

9
10 3372. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3373. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3374. From July 30, 2020 through December 21, 2021, Defendants acted as a quasi -
21 government actor and infringed on the Plaintiff's contractual rights in violation of the
22 First Amendment of the U.S. Constitution when Defendants attempted to penalize and
23 fine Plaintiff's by conducting a grievance process without authority to do so and on
24 behalf of a client that Plaintiffs never represented and against the interest of the client

1 Plaintiff did represent, causing Plaintiffs to lose potential buyers and sellers, causing
2 a loss of income and time. (See relevant documents related to EC-20160 collectively
3 attached as Exhibit 123).

4
5 **COUNT 767**

6 **NEGLEGENCE**

7
8 3375. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3374 of
9 Plaintiff's Complaint.

10
11 3376. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
16 3377. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 3378. From July 30, 2020 through Decembder 21, 2021, Defendants owed Plaintiffs a
22 duty to not infringe on the Plaintiff's duties to clients and rights to assist them in real
23 estate contracts in violation of the First Amendment of the U.S. Constitution, state law
24 and administrative code as previously cited.

1
2 3379. Defendants breached this duty by when Defendants attempted to penalize and fine
3 Plaintiff's by conducting a grievance process without authority to do so and on behalf
4 of a client that Plaintiffs never represented and against the interest of the client Plaintiff
5 did represent, causing Plaintiffs to lose potential buyers and sellers, causing a loss of
6 income and time. (See relevant documents related to EC-20160 collectively attached
7 as Exhibit 123).

8
9 3380. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
10 a loss of income and emotional distress by conducting a grievance process without
11 authority to do so and on behalf of a client that Plaintiffs never represented and against
12 the interest of the client Plaintiff did represent, causing Plaintiffs to lose potential
13 buyers and sellers, causing a loss of income and time. (See relevant documents
14 related to EC-20160 collectively attached as Exhibit 123).

15
16 3381. The Defendant's actions foreseeably and proximately caused a loss of income
17 and/or potential income and caused emotional distress to the Plaintiffs as well as the
18 potential loss of Plaintiff's real estate business. (See relevant documents related to
19 EC-20160 collectively attached as Exhibit 123).

20
21 **COUNT 768**

22 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
23
24

1 3382. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3381 of
2 Plaintiff's Complaint.

3
4 3383. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3384. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3385. From July 30, 2020 through December 21, 2021, there existed a valid contractual
15 relationship between the Plaintiffs and their client and/or a business expectancy. The
16 Defendants had knowledge of this relationship and/or business expectancy. The
17 Defendants intentionally interfered with this contract and/or business expectancy
18 which induced or caused a breach when Defendants conducted a grievance process
19 without authority to do so and on behalf of a client that Plaintiffs never represented
20 and against the interest of the client Plaintiff did represent, causing Plaintiffs to lose
21 potential buyers and sellers, causing a loss of income, time and emotional distress.
22 (See relevant documents related to EC-20160 collectively attached as Exhibit 123).

AIDING AND ABETTING TORTIOUS CONDUCT

3386. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3385 of Plaintiff's Complaint.

3387. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3388. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3389. From July 30, 2020 through December 21, 2021, all or some of the Defendants knew that all or some of them were committing an intentional tort when the Defendants conducted a grievance process without authority to do so and on behalf of a client that Plaintiffs never represented and against the interest of the client Plaintiff did represent, causing Plaintiffs to lose potential buyers and sellers, causing a loss of income, time and emotional distress. (See relevant documents related to EC-20160 collectively attached as Exhibit 123). The Defendants knew that this conduct constituted a breach

1 of duty. And, the Defendants substantially assisted or encouraged the primary
2 tortfeasor in the achievement of the breach.¹⁵

4 COUNT 770

5 BREACH OF CONTRACT

7 3390. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3389 of
8 Plaintiff's Complaint.

10 3391. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

17 ¹⁵ Exhibit 123 is in chronological order and applies primarily to Counts 763 through 768. It illustrates Defendant's
18 egregious overreaching and lack of authority or due process. The significant procedural events and their dates are as
19 follows: (1). July 30-31, 2020, Complaint is filed and notices are sent. (2). Shortly thereafter, the ethics committee
20 alleges that the Plaintiffs may have violated NAR Code of Ethics Article 9 and 11. (3). On September 8, 2020
21 Plaintiffs respond with supporting documents requesting the Committee dismiss the complaint. (4). November 12,
22 2020, Defendants refuse to dismiss the complaint and a hearing is conducted. At the hearing, Plaintiffs continued to
23 advise Defendants that they had no Subject Matter Jurisdiction and that their actions were tortious and violated
24 antitrust laws. The Defendants determined that Plaintiff Hillis didn't violate Article 11 but did violate Article 9
proposing a \$1,000.00 fine. (5). On December 7, 2020, Plaintiffs paid a \$300.00 administrative fee for the first
hearing and a \$500.00 processing fee for the appeal and appealed the decision regarding Article 9. (6). August 2,
2021 the Appeal Panel remanded for a new hearing ultimately to be set for December 21, 2021. (7). After
requesting transcripts from the appeal hearing by Plaintiff Hillis November 22, 2021, Assistant General Counsel for
AAR advised Plaintiff Hillis by email that per Section 6 of the NAR Code of Ethics and Arbitration Manual
APPEALS ARE PROHIBITED FROM BEING RECORDED (Emphasis added). (8). December 10, 2021
Plaintiff Hillis through counsel by email inform Assistant General Counsel for AAR, Nikki Salgat, that the hearing
violates Antitrust Laws (and other laws) and is a Felony punishable by up to 10 years in prison per offense and up to
a \$100,000,000.00 fine per offense. On the same day, Salgat never addressed the issues raised but informs Plaintiff's
counsel that Article 9 and 11 will both be part of the December 21, 2020 hearing. (9). December 21, 2021. The
hearing is held and the Committee dismisses both Article 9 and 11 against Plaintiff Hillis on the same day.

1 3392. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3393. From August 3, 2020 through February 2, 2021, Defendants breached their duty
7 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
8 231067, causing Plaintiffs to lose potential buyers causing a loss of income, placing
9 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
10 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
11 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
12 and representations, and **fully states** (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C). (See Exhibit 9). (See private and public version of listing # 231067 collectively
16 attached as Exhibit 124).

17
18 **COUNT 771**

19 **BREACH OF CONTRACT**

20
21 3394. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3393 of
22 Plaintiff's Complaint.

1 3395. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3396. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3397. On August 3, 2020 through February 2, 2021, Defendants breached their duty
12 when Defendants, through the Supra lockboxes excluded access to the home listed
13 in Plaintiffs listing # 231067 to only WMAR members and not all real estate brokers
14 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
15 loss of income and infringing on the duties the Plaintiffs have to supervise all
16 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
17 their clients. (See Exhibit 9). (See private and public version of listing # 231067
18 collectively attached as Exhibit 124).

19
20 **COUNT 772**

21 **ANTITRUST LAWS**

22
23 3398. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3397 of
24 Plaintiff's Complaint.

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3399. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3400. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with federal and state antitrust laws and the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3401. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:
"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

3402. A.R.S. 44-1403 further states:
"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

3403. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 3404. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 3405. From August 3, 2020 to February 2, 2021 the Defendants restricted commerce and
19 excluded competition by unlawfully and systematically redacting and excluding and
20 interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing # 231067. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 # 231067 collectively attached as Exhibit 124).

COUNT 773

FIRST AMENDMENT

3406. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3405 of Plaintiff's Complaint.

3407. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3408. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3409. From August 3, 2020 through February 2, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing # 231067, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all

1 advertising contains accurate claims and representations, and **fully states** (emphasis
 2 added) factual material relating to the information advertised. A salesperson or broker
 3 shall not misrepresent the facts or create misleading impressions.” pursuant to
 4 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 5 version of listing # 231067 collectively attached as Exhibit 124).

6
 7 **COUNT 774**

8 **FIRST AMENDMENT**

9
 10 3410. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3409 of
 11 Plaintiff’s Complaint.

12
 13 3411. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
 18 3412. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 3413. On August 3, 2020 through February 2, 2021, Defendants acted as a quasi -
 24 government actor and infringed on the Plaintiff’s advertising in violation of the First

Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 231067 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing # 231067 collectively attached as Exhibit 124).

COUNT 775

NEGLEGENCE

3414. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3413 of Plaintiff's Complaint.

3415. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3416. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1 3417. From August 3, 2020 through February 2, 2021, Defendants owed Plaintiffs a duty
2 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
3 U.S. Constitution, state law and administrative code as previously cited.

4
5 3418. Defendants breached this duty by redacting Plaintiff's contact information out of
6 Plaintiffs listing # 231067.

7
8 3419. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
9 a loss of income and emotional distress by redacting Plaintiff's contact information out
10 of Plaintiffs listing # 231067.

11
12 3420. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
13 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
14 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
15 Plaintiffs has to "ensure that all advertising contains accurate claims and
16 representations, and **fully states** (emphasis added) factual material relating to the
17 information advertised; and the duties a salesperson or broker has to not misrepresent
18 the facts or create misleading impressions pursuant to Arizona Administrative Code
19 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 231067
20 collectively attached as Exhibit 124).

21
22 3421. The Defendant's actions foreseeably and proximately caused a loss of income
23 and/or potential income and caused emotional distress to the Plaintiffs as well as the
24

1 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
2 version of listing # 231067 collectively attached as Exhibit 124).

3
4 **COUNT 776**

5 **NEGLEGEANCE**

6
7 3422. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3421 of
8 Plaintiff's Complaint.

9
10 3423. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3424. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3425. From August 3, 2020 through February 2, 2021, Defendants owed Plaintiffs a duty
21 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
22 U.S. Constitution and state law and administrative code as previously cited.

1 3426. From August 3, 2020 through February 2, 2021, Defendants breached this duty by
2 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
3 Constitution when Defendants, through the Supra lockboxes by excluding access to
4 the home listed in Plaintiffs listing # 231067 to only WMAR members and not all real
5 estate brokers and agents licensed in Arizona,

6
7 3427. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
8 buyers and sellers

9
10 3428. Defendant's breach foreseeably and proximately caused a loss of income and
11 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
12 by excluding access through the Supra Lockboxes to Plaintiffs listing #208109. (See
13 Exhibit 9). (See private and public version of listing # 231067 collectively attached as
14 Exhibit 124).

15
16 **COUNT 777**

17 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

18
19 3429. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3428 of
20 Plaintiff's Complaint.

21
22 3430. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 3431. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 3432. From August 3, 2020 through February 2, 2021, there existed a valid contractual
10 relationship between the Plaintiffs and their client for listing # 231067 and/or a
11 business expectancy. The Defendants had knowledge of this relationship and/or
12 business expectancy. The Defendants intentionally interfered with this contract and/or
13 business expectancy which induced or caused a breach when Defendants redacted
14 Plaintiff's contact information out of Plaintiffs listing # 231067, causing Plaintiffs to lose
15 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
16 license at risk and infringing on the duties the Plaintiffs have to supervise all
17 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
18 Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing # 231067 collectively
23 attached as Exhibit 124). As such, the Defendants actions were improper.

COUNT 778

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

3433. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3432 of Plaintiff's Complaint.

3434. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3435. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3436. From August 3, 2020 through February 2, 2021, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing # 231067 and /or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 231067 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing # 231067 collectively attached as Exhibit 124). As such, the
 9 Defendants actions were improper.

10 11 **COUNT 779**

12 **AIDING AND ABETTING TORTIOUS CONDUCT**

13
 14 3437. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3436 of
 15 Plaintiff's Complaint.

16
 17 3438. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
 22 3439. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 3440. From August 3, 2020 through February 2, 2021, all or some of the Defendants
5 knew that all or some of them were committing an intentional tort when the Defendants
6 redacted Plaintiff's contact information out of Plaintiffs listing # 231067. The
7 Defendants knew that this conduct constituted a breach of duty. And the Defendants
8 substantially assisted or encouraged the primary tortfeasor in the achievement of the
9 breach.

10
11 3441. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
12 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
13 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
14 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
15 accurate claims and representations, and fully states (emphasis added) factual
16 material relating to the information advertised. A salesperson or broker shall not
17 misrepresent the facts or create misleading impressions." pursuant to Arizona
18 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
19 of listing # 231067 collectively attached as Exhibit 124).

20
21 **COUNT 780**

22 **AIDING AND ABETTING TORTIOUS CONDUCT**
23
24

1 3442. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3442 of
2 Plaintiff's Complaint.

3
4 3443. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3444. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3445. From August 3, 2020 through February 2, 2021, all or some of the Defendants
15 knew that all or some of them were committing an intentional tort when the Defendants
16 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
17 231067 to only WMAR members and not all real estate brokers and agents licensed
18 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
19 the Defendants substantially assisted or encouraged the primary tortfeasor in the
20 achievement of the breach.

21
22 3446. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
23 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
24 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-

1 502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate claims
 2 and representations, and **fully states** (emphasis added) factual material relating to the
 3 information advertised. A salesperson or broker shall not misrepresent the facts or
 4 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 5 502(C). (See Exhibit 9). (See private and public version of listing # 231067 collectively
 6 attached at Exhibit 124).

7
 8 **COUNT 781**

9 **BREACH OF CONTRACT**

10
 11 3447. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3446 of
 12 Plaintiff's Complaint.

13
 14 3448. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 3449. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 3450. From August 24, 2020 through October 20, 2020, Defendants breached their duty
2 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
3 231067, causing Plaintiffs to lose potential buyers causing a loss of income, placing
4 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
5 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
6 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
7 and representations, and **fully states** (emphasis added) factual material relating to the
8 information advertised. A salesperson or broker shall not misrepresent the facts or
9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
10 502(C). (See Exhibit 9). (See private and public version of listing # 231456 collectively
11 attached as Exhibit 125).

12
13 **COUNT 782**

14 **BREACH OF CONTRACT**

15
16 3451. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3450 of
17 Plaintiff's Complaint.

18
19 3452. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3453. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3454. On August 24, 2020 through October 20, 2020, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing # 231456 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing # 231456
13 collectively attached as Exhibit 125).

14
15 **COUNT 783**

16 **ANTITRUST LAWS**

17
18 3455. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3454 of
19 Plaintiff's Complaint.

20
21 3456. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 3457. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with federal and state antitrust laws and the ADRE Rules including the
4 rules that the broker (in this case the Plaintiff) supervises all advertising and that
5 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
6 estate agents and brokers.

7
8 3458. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
9 1402 states:

10 "A contract, combination or conspiracy between two or more persons in restraint of , or to
11 monopolize, trade or commerce, any part which is within this state is unlawful."

12
13 3459. A.R.S. 44-1403 further states:

14 "The establishment, maintenance or use of a monopoly or an attempt to establish a
15 monopoly of trade or commerce, any part of which is within this state, by any person for
16 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

17
18 3460. The Defendant's actions also violate federal antitrust laws including the Sherman
19 Act. 15 U.S. Code § 1 states:

20
21 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
22 states, or with foreign nations, is declared illegal. Every person who shall make any
23 contract or engage in any combination conspiracy hereby declared to be illegal shall be
24 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not

1 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
2 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
3 court.”

4
5 3461. 15 U.S. Code § 15(a) further states:

6
7 “...[A]ny person who shall be injured in his business or property by any reason of anything
8 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
9 threefold the damages by him sustained, and the cost of suit, including a reasonable
10 attorney’s fee. The court may award...simple interest on actual damages for the period
11 beginning on the date of service”.

12
13 3462. From August 24, 2020 to October 20, 2020 the Defendants restricted commerce
14 and excluded competition by unlawfully and systematically redacting and excluding
15 and interfering with information in the Plaintiff’s advertisements and limiting access to
16 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
17 Plaintiffs had for sale in Plaintiffs listing # 231456. As such, Defendants are liable for
18 treble damages under this cause of action. (See private and public version of listing
19 # 231456 collectively attached as Exhibit 125).

20
21 **COUNT 784**

22 **FIRST AMENDMENT**
23
24

1 3463. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3462 of
2 Plaintiff's Complaint.

3
4 3464. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3465. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3466. From August 24, 2020 through October 20, 2020, Defendants acted as a quasi -
15 government actor and infringed on the Plaintiff's advertising in violation of the First
16 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
17 Plaintiffs listing # 231456, causing Plaintiffs to lose potential buyers causing a loss of
18 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
19 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
20 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
21 advertising contains accurate claims and representations, and fully states (emphasis
22 added) factual material relating to the information advertised. A salesperson or broker
23 shall not misrepresent the facts or create misleading impressions." pursuant to
24

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
2 version of listing # 231456 collectively attached as Exhibit 125).

3
4 **COUNT 785**

5 **FIRST AMENDMENT**

6
7 3467. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3466 of
8 Plaintiff's Complaint.

9
10 3468. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3469. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3470. On August 24, 2020 through October 20, 2020, Defendants acted as a quasi -
21 government actor and infringed on the Plaintiff's advertising in violation of the First
22 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
23 excluded access to the home listed in Plaintiffs listing # 231456 to only WMAR
24 members and not all real estate brokers and agents licensed in Arizona, causing

1 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 2 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 3 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 4 version of listing # 231456 collectively attached as Exhibit 125).

5
 6 **COUNT 786**

7 **NEGLEGEENCE**

8
 9 3471. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3470 of
 10 Plaintiff's Complaint.

11
 12 3472. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 3473. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 3474. From August 24, 2020 through October 20, 2020, Defendants owed Plaintiffs a
 23 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
 24 the U.S. Constitution, state law and administrative code as previously cited.

1
2 3475. Defendants breached this duty by redacting Plaintiff's contact information out of
3 Plaintiffs listing # 231456.

4
5 3476. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
6 a loss of income and emotional distress by redacting Plaintiff's contact information out
7 of Plaintiffs listing # 231456.

8
9 3477. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
10 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
12 Plaintiffs has to "ensure that all advertising contains accurate claims and
13 representations, and **fully states** (emphasis added) factual material relating to the
14 information advertised; and the duties a salesperson or broker has to not misrepresent
15 the facts or create misleading impressions pursuant to Arizona Administrative Code
16 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 231456
17 collectively attached as Exhibit 125).

18
19 3478. The Defendant's actions foreseeably and proximately caused a loss of income
20 and/or potential income and caused emotional distress to the Plaintiffs as well as the
21 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
22 version of listing # 231456 collectively attached as Exhibit 125).

NEGLEGEANCE

3479. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3478 of Plaintiff's Complaint.

3480. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3481. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3482. From August 24, 2020 through October 20, 2020, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution and state law and administrative code as previously cited.

3483. From August 24, 2020 through October 20, 2020, Defendants breached this duty by infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes by excluding access to the home listed in Plaintiffs listing # 231456 to only WMAR members and not all real estate brokers and agents licensed in Arizona,

1
2 3484. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
3 buyers and sellers.

4
5 3485. Defendant's breach foreseeably and proximately caused a loss of income and
6 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
7 by excluding access through the Supra Lockboxes to Plaintiffs listing # 231456. (See
8 Exhibit 9). (See private and public version of listing # 231456 collectively attached as
9 Exhibit 125).

10
11 **COUNT 788**

12 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

13
14 3486. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3485 of
15 Plaintiff's Complaint.

16
17 3487. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
19 and access to homes and commercial property through lockboxes (Supra since at
20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
22 3488. Despite anything written to the contrary, Defendants were aware that Plaintiffs
23 must comply with the ADRE Rules including the rules that the broker (in this case the
24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 3489. From August 24, 2020 through October 20, 2020, there existed a valid contractual
 5 relationship between the Plaintiffs and their client for listing # 231456 and/or a
 6 business expectancy. The Defendants had knowledge of this relationship and/or
 7 business expectancy. The Defendants intentionally interfered with this contract and/or
 8 business expectancy which induced or caused a breach when Defendants redacted
 9 Plaintiff's contact information out of Plaintiffs listing # 231456, causing Plaintiffs to lose
 10 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
 11 license at risk and infringing on the duties the Plaintiffs have to supervise all
 12 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 13 Plaintiffs has to "ensure that all advertising contains accurate claims and
 14 representations, and fully states (emphasis added) factual material relating to the
 15 information advertised. A salesperson or broker shall not misrepresent the facts or
 16 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 17 502(C). (See Exhibit 9). (See private and public version of listing # 231456 collectively
 18 attached as Exhibit 125). As such, the Defendants actions were improper.

19
 20 **COUNT 789**

21 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

22
 23 3490. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3489 of
 24 Plaintiff's Complaint.

1
2 3491. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 3492. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 3493. From August 24, 2020 through October 20, 2020, there existed a valid contractual
13 relationship and/or business expectancy between the Plaintiffs and their client for
14 listing # 231456 and /or others. The Defendants had knowledge of this relationship
15 and/or business expectancy. The Defendants intentionally interfered with this
16 contract and or business expectancy which induced or caused a breach when the
17 Defendants through the Supra lockboxes excluded access to the home listed in
18 Plaintiffs listing # 231456 to only WMAR members and not all real estate brokers and
19 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
20 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
21 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
22 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
23 advertising contains accurate claims and representations, and fully states (emphasis
24 added) factual material relating to the information advertised. A salesperson or broker

1 shall not misrepresent the facts or create misleading impressions.” pursuant to
 2 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 3 version of listing # 231456 collectively attached as Exhibit 125). As such, the
 4 Defendants actions were improper.

6 **COUNT 790**

7 **AIDING AND ABETTING TORTIOUS CONDUCT**

8
 9 3494. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3493 of
 10 Plaintiff's Complaint.

11
 12 3495. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 3496. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 3497. From August 24, 2020 through October 20, 2020, all or some of the Defendants
 23 knew that all or some of them were committing an intentional tort when the Defendants
 24 redacted Plaintiff's contact information out of Plaintiffs listing # 231456. The

1 Defendants knew that this conduct constituted a breach of duty. And the Defendants
 2 substantially assisted or encouraged the primary tortfeasor in the achievement of the
 3 breach.

4
 5 3498. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
 6 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
 7 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 8 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
 9 accurate claims and representations, and fully states (emphasis added) factual
 10 material relating to the information advertised. A salesperson or broker shall not
 11 misrepresent the facts or create misleading impressions." pursuant to Arizona
 12 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
 13 of listing # 231456 collectively attached as Exhibit 125).

14 15 **COUNT 791**

16 **AIDING AND ABETTING TORTIOUS CONDUCT**

17
 18 3499. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3498 of
 19 Plaintiff's Complaint.

20
 21 3500. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 23 and access to homes and commercial property through lockboxes (Supra since at
 24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 3501. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 3502. From August 24, 2020 through October 20, 2020, all or some of the Defendants
8 knew that all or some of them were committing an intentional tort when the Defendants
9 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
10 231456 to only WMAR members and not all real estate brokers and agents licensed
11 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
12 the Defendants substantially assisted or encouraged the primary tortfeasor in the
13 achievement of the breach.

14
15 3503. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
16 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
17 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
18 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
19 and representations, and fully states (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing # 231456 collectively
23 attached at Exhibit 125).

COUNT 792

BREACH OF CONTRACT

3504. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3503 of Plaintiff's Complaint.

3505. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3506. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3507. From September 10, 2020 through March 18, 2021, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 231768, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C). (See Exhibit 9). (See private and public version of listing # 231768 collectively
 3 attached as Exhibit 126).

4
 5 **COUNT 793**

6 **BREACH OF CONTRACT**

7
 8 3508. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3457 of
 9 Plaintiff’s Complaint.

10
 11 3509. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 3510. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 3511. On September 10, 2020 through March 18, 2021, Defendants breached their duty
 22 when Defendants, through the Supra lockboxes excluded access to the home listed
 23 in Plaintiffs listing # 231768 to only WMAR members and not all real estate brokers
 24 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a

1 loss of income and infringing on the duties the Plaintiffs have to supervise all
 2 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
 3 their clients. (See Exhibit 9). (See private and public version of listing # 231768
 4 collectively attached as Exhibit 126).

6 **COUNT 794**

7 **ANTITRUST LAWS**

8
 9 3512. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3511 of
 10 Plaintiff's Complaint.

11
 12 3513. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 3514. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with federal and state antitrust laws and the ADRE Rules including the
 19 rules that the broker (in this case the Plaintiff) supervises all advertising and that
 20 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
 21 estate agents and brokers.

22
 23 3515. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-

24 1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 3516. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 3517. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 3518. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 3519. From September 10, 2020 to March 18, 2021 the Defendants restricted commerce
5 and excluded competition by unlawfully and systematically redacting and excluding
6 and interfering with information in the Plaintiff's advertisements and limiting access to
7 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
8 Plaintiffs had for sale in Plaintiffs listing # 231768. As such, Defendants are liable for
9 treble damages under this cause of action. (See private and public version of listing
10 # 231768 collectively attached as Exhibit 126).

11
12 **COUNT 795**

13 **FIRST AMENDMENT**

14
15 3520. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3519 of
16 Plaintiff's Complaint.

17
18 3521. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 3522. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 3523. From September 10, 2020 through March 18, 2021, Defendants acted as a quasi
 5 -government actor and infringed on the Plaintiff's advertising in violation of the First
 6 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
 7 Plaintiffs listing # 231768, causing Plaintiffs to lose potential buyers causing a loss of
 8 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 9 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 11 advertising contains accurate claims and representations, and fully states (emphasis
 12 added) factual material relating to the information advertised. A salesperson or broker
 13 shall not misrepresent the facts or create misleading impressions." pursuant to
 14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 15 version of listing # 231768 collectively attached as Exhibit 126).

16
 17 **COUNT 796**

18 **FIRST AMENDMENT**

19
 20 3524. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3523 of
 21 Plaintiff's Complaint.

22
 23 3525. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 3526. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 3527. On September 10, 2020 through March 18, 2021, Defendants acted as a quasi -
10 government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
12 excluded access to the home listed in Plaintiffs listing # 231768 to only WMAR
13 members and not all real estate brokers and agents licensed in Arizona, causing
14 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
15 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
17 version of listing # 231768 collectively attached as Exhibit 126).

18
19 **COUNT 797**

20 **NEGLEGENCE**

21
22 3528. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3527 of
23 Plaintiff's Complaint.

1 3529. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3530. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3531. From September 10, 2020 through March 18, 2021, Defendants owed Plaintiffs a
12 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
13 the U.S. Constitution, state law and administrative code as previously cited.

14
15 3532. Defendants breached this duty by redacting Plaintiff's contact information out of
16 Plaintiffs listing # 231768.

17
18 3533. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
19 a loss of income and emotional distress by redacting Plaintiff's contact information out
20 of Plaintiffs listing # 231768.

21
22 3534. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
23 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
24 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties

1 Plaintiffs has to “ensure that all advertising contains accurate claims and
 2 representations, and **fully states** (emphasis added) factual material relating to the
 3 information advertised; and the duties a salesperson or broker has to not misrepresent
 4 the facts or create misleading impressions pursuant to Arizona Administrative Code
 5 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 231768
 6 collectively attached as Exhibit 126).

7
 8 3535. The Defendant’s actions foreseeably and proximately caused a loss of income
 9 and/or potential income and caused emotional distress to the Plaintiffs as well as the
 10 potential loss of Plaintiff’s real estate license. (See Exhibit 9). (See private and public
 11 version of listing # 231768 collectively attached as Exhibit 126).

12
 13 **COUNT 798**

14 **NEGLEGENCE**

15
 16 3536. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3535 of
 17 Plaintiff’s Complaint.

18
 19 3537. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 21 and access to homes and commercial property through lockboxes (Supra since at
 22 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

1 3538. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3539. From September 10, 2020 through March 18, 2021, Defendants owed Plaintiffs a
7 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
8 the U.S. Constitution and state law and administrative code as previously cited.

9
10 3540. From September 10, 2020 through March 18, 2021, Defendants breached this duty
11 by infringing on the Plaintiff's advertising in violation of the First Amendment of the
12 U.S. Constitution when Defendants, through the Supra lockboxes by excluding access
13 to the home listed in Plaintiffs listing # 231768 to only WMAR members and not all
14 real estate brokers and agents licensed in Arizona,

15
16 3541. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
17 buyers and sellers.

18
19 3542. Defendant's breach foreseeably and proximately caused a loss of income and
20 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
21 by excluding access through the Supra Lockboxes to Plaintiffs listing # 231768. (See
22 Exhibit 9). (See private and public version of listing # 231768 collectively attached as
23 Exhibit 126).

COUNT 799

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

3543. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3542 of Plaintiff's Complaint.

3544. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3545. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3546. From September 10, 2020 through March 18, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing # 231768 and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 231768, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to

1 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 2 duties Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing # 231768 collectively
 7 attached as Exhibit 126). As such, the Defendants actions were improper.

8 9 **COUNT 800**

10 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

11
 12 3547. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3546 of
 13 Plaintiff's Complaint.

14
 15 3548. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
 20 3549. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

3550. From September 10, 2020 through March 18, 2021, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing # 231768 and /or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 231768 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 231768 collectively attached as Exhibit 126). As such, the Defendants actions were improper.

COUNT 801

AIDING AND ABETTING TORTIOUS CONDUCT

3551. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3550 of Plaintiff's Complaint.

1 3552. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3553. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3554. From September 10, 2020 through March 18, 2021, all or some of the Defendants
12 knew that all or some of them were committing an intentional tort when the Defendants
13 redacted Plaintiff's contact information out of Plaintiffs listing # 231768. The
14 Defendants knew that this conduct constituted a breach of duty. And the Defendants
15 substantially assisted or encouraged the primary tortfeasor in the achievement of the
16 breach.

17
18 3555. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
22 accurate claims and representations, and **fully states** (emphasis added) factual
23 material relating to the information advertised. A salesperson or broker shall not
24 misrepresent the facts or create misleading impressions." pursuant to Arizona

1 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
2 of listing # 231768 collectively attached as Exhibit 126).

3

4

COUNT 802

5

AIDING AND ABETTING TORTIOUS CONDUCT

6

7 3556. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3555 of
8 Plaintiff's Complaint.

9

10 3557. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14

15 3558. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19

20 3559. From September 10, 2020 through March 18, 2021, all or some of the Defendants
21 knew that all or some of them were committing an intentional tort when the Defendants
22 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
23 231768 to only WMAR members and not all real estate brokers and agents licensed
24 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And

1 the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 3560. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
8 and representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or
10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
11 502(C). (See Exhibit 9). (See private and public version of listing # 231768 collectively
12 attached at Exhibit 126).

13
14 **COUNT 803**

15 **BREACH OF CONTRACT**

16
17 3561. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3560 of
18 Plaintiff's Complaint.

19
20 3562. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3563. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3564. From October 14, 2020 through March 8, 2021, Defendants breached their duty
7 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
8 231768, causing Plaintiffs to lose potential buyers causing a loss of income, placing
9 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
10 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
11 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
12 and representations, and fully states (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C). (See Exhibit 9). (See private and public version of listing # 232415 collectively
16 attached as Exhibit 127).

17
18 **COUNT 804**

19 **BREACH OF CONTRACT**

20
21 3565. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3464 of
22 Plaintiff's Complaint.

1 3566. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3567. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3568. On October 14, 2020 through March 8, 2021, Defendants breached their duty
12 when Defendants, through the Supra lockboxes excluded access to the home listed
13 in Plaintiffs listing # 232415 to only WMAR members and not all real estate brokers
14 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
15 loss of income and infringing on the duties the Plaintiffs have to supervise all
16 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
17 their clients. (See Exhibit 9). (See private and public version of listing # 232415
18 collectively attached as Exhibit 127).

19
20 **COUNT 805**

21 **ANTITRUST LAWS**

22
23 3569. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3568 of
24 Plaintiff's Complaint.

1
2 3570. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 3571. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 3572. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 3573. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 3574. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 3575. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 3576. From October 14, 2020 to March 8, 2021 the Defendants restricted commerce and
19 excluded competition by unlawfully and systematically redacting and excluding and
20 interfering with information in the Plaintiff’s advertisements and limiting access to
21 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
22 Plaintiffs had for sale in Plaintiffs listing #232415. As such, Defendants are liable for
23 treble damages under this cause of action. (See private and public version of listing
24 # 232415 collectively attached as Exhibit 127).

COUNT 806

FIRST AMENDMENT

3577. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3576 of Plaintiff's Complaint.

3578. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3579. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3580. From October 14, 2020 through March 8, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing # 232415, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing # 232415 collectively attached as Exhibit 127).

5
 6 **COUNT 807**

7 **FIRST AMENDMENT**

8
 9 3581. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3580 of
 10 Plaintiff's Complaint.

11
 12 3582. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 3583. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 3584. On October 14, 2020 through March 8, 2021, Defendants acted as a quasi -
 23 government actor and infringed on the Plaintiff's advertising in violation of the First
 24 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes

1 excluded access to the home listed in Plaintiffs listing # 232415 to only WMAR
 2 members and not all real estate brokers and agents licensed in Arizona, causing
 3 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 4 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 5 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 6 version of listing # 232415 collectively attached as Exhibit 127).

7
 8 **COUNT 808**

9 **NEGLEGENCE**

10
 11 3585. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3584 of
 12 Plaintiff's Complaint.

13
 14 3586. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 3587. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 3588. From October 14, 2020 through March 8, 2021, Defendants owed Plaintiffs a duty
2 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
3 U.S. Constitution, state law and administrative code as previously cited.

4
5 3589. Defendants breached this duty by redacting Plaintiff's contact information out of
6 Plaintiffs listing # 232415.

7
8 3590. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
9 a loss of income and emotional distress by redacting Plaintiff's contact information out
10 of Plaintiffs listing # 232415.

11
12 3591. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
13 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
14 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
15 Plaintiffs has to "ensure that all advertising contains accurate claims and
16 representations, and **fully states** (emphasis added) factual material relating to the
17 information advertised; and the duties a salesperson or broker has to not misrepresent
18 the facts or create misleading impressions pursuant to Arizona Administrative Code
19 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 232415
20 collectively attached as Exhibit 127).

21
22 3592. The Defendant's actions foreseeably and proximately caused a loss of income
23 and/or potential income and caused emotional distress to the Plaintiffs as well as the
24

1 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
2 version of listing # 232415 collectively attached as Exhibit 127).

3
4 **COUNT 809**

5 **NEGLEGEANCE**

6
7 3593. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3592 of
8 Plaintiff's Complaint.

9
10 3594. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3595. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3596. From October 14, 2020 through March 8, 2021, Defendants owed Plaintiffs a duty
21 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
22 U.S. Constitution and state law and administrative code as previously cited.

1 3597. From October 14, 2020 through March 8, 2021, Defendants breached this duty by
2 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
3 Constitution when Defendants, through the Supra lockboxes by excluding access to
4 the home listed in Plaintiffs listing # 232415 to only WMAR members and not all real
5 estate brokers and agents licensed in Arizona,

6
7 3598. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
8 buyers and sellers.

9
10 3599. Defendant's breach foreseeably and proximately caused a loss of income and
11 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
12 by excluding access through the Supra Lockboxes to Plaintiffs listing # 232415. (See
13 Exhibit 9). (See private and public version of listing # 232415 collectively attached as
14 Exhibit 127).

15
16 **COUNT 810**

17 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

18
19 3600. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3599 of
20 Plaintiff's Complaint.

21
22 3601. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 3602. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 3603. From October 14, 2020 through March 8, 2021, there existed a valid contractual
10 relationship between the Plaintiffs and their client for listing # 232415 and/or a
11 business expectancy. The Defendants had knowledge of this relationship and/or
12 business expectancy. The Defendants intentionally interfered with this contract and/or
13 business expectancy which induced or caused a breach when Defendants redacted
14 Plaintiff's contact information out of Plaintiffs listing # 232415, causing Plaintiffs to lose
15 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
16 license at risk and infringing on the duties the Plaintiffs have to supervise all
17 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
18 Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing # 232415 collectively
23 attached as Exhibit 127). As such, the Defendants actions were improper.

COUNT 811

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

3604. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3603 of Plaintiff's Complaint.

3605. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3606. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3607. From October 14, 2020 through March 8, 2021, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing # 232415 and/or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 232415 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing # 232415 collectively attached as Exhibit 127). As such, the
 9 Defendants actions were improper.

10 11 **COUNT 812**

12 **AIDING AND ABETTING TORTIOUS CONDUCT**

13
 14 3608. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3607 of
 15 Plaintiff's Complaint.

16
 17 3609. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
 22 3610. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 3611. From October 14, 2020 through March 8, 2021, all or some of the Defendants knew
5 that all or some of them were committing an intentional tort when the Defendants
6 redacted Plaintiff's contact information out of Plaintiffs listing # 232415. The
7 Defendants knew that this conduct constituted a breach of duty. And the Defendants
8 substantially assisted or encouraged the primary tortfeasor in the achievement of the
9 breach.

10
11 3612. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
12 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
13 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
14 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
15 accurate claims and representations, and fully states (emphasis added) factual
16 material relating to the information advertised. A salesperson or broker shall not
17 misrepresent the facts or create misleading impressions." pursuant to Arizona
18 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
19 of listing # 232415 collectively attached as Exhibit 127).

20
21 **COUNT 813**

22 **AIDING AND ABETTING TORTIOUS CONDUCT**
23
24

1 3613. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3612 of
2 Plaintiff's Complaint.

3
4 3614. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3615. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3616. From October 14, 2020 through March 8, 2021, all or some of the Defendants knew
15 that all or some of them were committing an intentional tort when the Defendants
16 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
17 232415 to only WMAR members and not all real estate brokers and agents licensed
18 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
19 the Defendants substantially assisted or encouraged the primary tortfeasor in the
20 achievement of the breach.

21
22 3617. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
23 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
24 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-

1 502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate claims
2 and representations, and **fully states** (emphasis added) factual material relating to the
3 information advertised. A salesperson or broker shall not misrepresent the facts or
4 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
5 502(C). (See Exhibit 9). (See private and public version of listing # 232415 collectively
6 attached at Exhibit 127).

7
8 **COUNT 814**

9 **BREACH OF CONTRACT**

10
11 3618. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3617 of
12 Plaintiff's Complaint.

13
14 3619. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
16 and access to homes and commercial property through lockboxes (Supra since at
17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
19 3620. Despite anything written to the contrary, Defendants were aware that Plaintiffs
20 must comply with the ADRE Rules including the rules that the broker (in this case the
21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
22 estate matters and discipline related to real estate agents and brokers.

1 3621. From October 23, 2020 through December 10, 2020, Defendants breached their
 2 duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
 3 231768, causing Plaintiffs to lose potential buyers causing a loss of income, placing
 4 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
 5 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
 6 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
 7 and representations, and **fully states** (emphasis added) factual material relating to the
 8 information advertised. A salesperson or broker shall not misrepresent the facts or
 9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 10 502(C). (See Exhibit 9). (See private and public version of listing # 232593 collectively
 11 attached as Exhibit 128).

12
 13 **COUNT 815**

14 **BREACH OF CONTRACT**

15
 16 3622. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3621 of
 17 Plaintiff's Complaint.

18
 19 3623. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 21 and access to homes and commercial property through lockboxes (Supra since at
 22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3624. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3625. On October 23, 2020 through December 10, 2020, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing # 232593 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing # 232593
13 collectively attached as Exhibit 128).

14
15 **COUNT 816**

16 **ANTITRUST LAWS**

17
18 3626. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3625 of
19 Plaintiff's Complaint.

20
21 3627. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 3628. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with federal and state antitrust laws and the ADRE Rules including the
4 rules that the broker (in this case the Plaintiff) supervises all advertising and that
5 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
6 estate agents and brokers.

7
8 3629. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
9 1402 states:

10 "A contract, combination or conspiracy between two or more persons in restraint of , or to
11 monopolize, trade or commerce, any part which is within this state is unlawful."

12
13 3630. A.R.S. 44-1403 further states:

14 "The establishment, maintenance or use of a monopoly or an attempt to establish a
15 monopoly of trade or commerce, any part of which is within this state, by any person for
16 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

17
18 3631. The Defendant's actions also violate federal antitrust laws including the Sherman
19 Act. 15 U.S. Code § 1 states:

20
21 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
22 states, or with foreign nations, is declared illegal. Every person who shall make any
23 contract or engage in any combination conspiracy hereby declared to be illegal shall be
24 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not

1 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
2 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
3 court.”

4
5 3632. 15 U.S. Code § 15(a) further states:

6
7 “...[A]ny person who shall be injured in his business or property by any reason of anything
8 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
9 threefold the damages by him sustained, and the cost of suit, including a reasonable
10 attorney’s fee. The court may award...simple interest on actual damages for the period
11 beginning on the date of service”.

12
13 3633. From October 23, 2020 to December 10, 2020 the Defendants restricted
14 commerce and excluded competition by unlawfully and systematically redacting and
15 excluding and interfering with information in the Plaintiff’s advertisements and limiting
16 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
17 the homes Plaintiffs had for sale in Plaintiffs listing # 232593. As such, Defendants
18 are liable for treble damages under this cause of action. (See private and public
19 version of listing # 232593 collectively attached as Exhibit 128).

20
21 **COUNT 817**

22 **FIRST AMENDMENT**

1 3634. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3633 of
2 Plaintiff's Complaint.

3
4 3635. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3636. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3637. From October 23, 2020 through December 10, 2020, Defendants acted as a quasi
15 -government actor and infringed on the Plaintiff's advertising in violation of the First
16 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
17 Plaintiffs listing # 232593, causing Plaintiffs to lose potential buyers causing a loss of
18 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
19 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
20 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
21 advertising contains accurate claims and representations, and **fully states** (emphasis
22 added) factual material relating to the information advertised. A salesperson or broker
23 shall not misrepresent the facts or create misleading impressions." pursuant to
24

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
2 version of listing #232593 collectively attached as Exhibit 128).

3
4 **COUNT 818**

5 **FIRST AMENDMENT**

6
7 3638. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3637 of
8 Plaintiff's Complaint.

9
10 3639. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3640. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3641. On October 23, 2020 through December 10, 2020, Defendants acted as a quasi -
21 government actor and infringed on the Plaintiff's advertising in violation of the First
22 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
23 excluded access to the home listed in Plaintiffs listing #232593 to only WMAR
24 members and not all real estate brokers and agents licensed in Arizona, causing

1 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 2 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 3 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 4 version of listing #232593 collectively attached as Exhibit 128).

5
 6 **COUNT 819**

7 **NEGLEGENCE**

8
 9 3642. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3641 of
 10 Plaintiff's Complaint.

11
 12 3643. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 3644. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 3645. From October 23, 2020 through December 10, 2020, Defendants owed Plaintiffs
 23 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
 24 of the U.S. Constitution, state law and administrative code as previously cited.

1
2 3646. Defendants breached this duty by redacting Plaintiff's contact information out of
3 Plaintiffs listing #232593.

4
5 3647. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
6 a loss of income and emotional distress by redacting Plaintiff's contact information out
7 of Plaintiffs listing #232593.

8
9 3648. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
10 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
12 Plaintiffs has to "ensure that all advertising contains accurate claims and
13 representations, and **fully states** (emphasis added) factual material relating to the
14 information advertised; and the duties a salesperson or broker has to not misrepresent
15 the facts or create misleading impressions pursuant to Arizona Administrative Code
16 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #232593
17 collectively attached as Exhibit 128).

18
19 3649. The Defendant's actions foreseeably and proximately caused a loss of income
20 and/or potential income and caused emotional distress to the Plaintiffs as well as the
21 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
22 version of listing #232593 collectively attached as Exhibit 128).

NEGLEGEANCE

3650. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3649 of Plaintiff's Complaint.

3651. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3652. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3653. From October 23, 2020 through December 10, 2020, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution and state law and administrative code as previously cited.

3654. From October 23, 2020 through December 10, 2020, Defendants breached this duty by infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes by excluding access to the home listed in Plaintiffs listing #232593 to only WMAR members and not all real estate brokers and agents licensed in Arizona,

3655. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential buyers and sellers.

3656. Defendant's breach foreseeably and proximately caused a loss of income and emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license by excluding access through the Supra Lockboxes to Plaintiffs listing #232593. (See Exhibit 9). (See private and public version of listing #232593 collectively attached as Exhibit 128).

COUNT 821

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

3657. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3656 of Plaintiff's Complaint.

3658. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3659. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 3660. From October 23, 2020 through December 10, 2020, there existed a valid
5 contractual relationship between the Plaintiffs and their client for listing # 232593
6 and/or a business expectancy. The Defendants had knowledge of this relationship
7 and/or business expectancy. The Defendants intentionally interfered with this contract
8 and/or business expectancy which induced or caused a breach when Defendants
9 redacted Plaintiff's contact information out of Plaintiffs listing #232593, causing
10 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
11 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
12 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
13 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
14 representations, and fully states (emphasis added) factual material relating to the
15 information advertised. A salesperson or broker shall not misrepresent the facts or
16 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
17 502(C). (See Exhibit 9). (See private and public version of listing #232593 collectively
18 attached as Exhibit 128). As such, the Defendants actions were improper.

19
20 **COUNT 822**

21 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
22

23 3661. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3660 of
24 Plaintiff's Complaint.

1
2 3662. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 3663. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 3664. From October 23, 2020 through December 10, 2020, there existed a valid
13 contractual relationship and/or business expectancy between the Plaintiffs and their
14 client for listing #232593 and/or others. The Defendants had knowledge of this
15 relationship and/or business expectancy. The Defendants intentionally interfered with
16 this contract and or business expectancy which induced or caused a breach when the
17 Defendants through the Supra lockboxes excluded access to the home listed in
18 Plaintiffs listing #232593 to only WMAR members and not all real estate brokers and
19 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
20 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
21 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
22 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
23 advertising contains accurate claims and representations, and fully states (emphasis
24 added) factual material relating to the information advertised. A salesperson or broker

1 shall not misrepresent the facts or create misleading impressions.” pursuant to
2 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
3 version of listing #232593 collectively attached as Exhibit 128). As such, the
4 Defendants actions were improper.

5
6 **COUNT 823**

7 **AIDING AND ABETTING TORTIOUS CONDUCT**

8
9 3665. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3664 of
10 Plaintiff's Complaint.

11
12 3666. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
14 and access to homes and commercial property through lockboxes (Supra since at
15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
17 3667. Despite anything written to the contrary, Defendants were aware that Plaintiffs
18 must comply with the ADRE Rules including the rules that the broker (in this case the
19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
20 estate matters and discipline related to real estate agents and brokers.

21
22 3668. From October 23, 2020 through December 10, 2020, all or some of the Defendants
23 knew that all or some of them were committing an intentional tort when the Defendants
24 redacted Plaintiff's contact information out of Plaintiffs listing #232593. The

1 Defendants knew that this conduct constituted a breach of duty. And the Defendants
2 substantially assisted or encouraged the primary tortfeasor in the achievement of the
3 breach.

4
5 3669. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
6 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
7 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
8 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
9 accurate claims and representations, and fully states (emphasis added) factual
10 material relating to the information advertised. A salesperson or broker shall not
11 misrepresent the facts or create misleading impressions." pursuant to Arizona
12 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
13 of listing #232593 collectively attached as Exhibit 128).

14
15 **COUNT 824**

16 **AIDING AND ABETTING TORTIOUS CONDUCT**

17
18 3670. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3669 of
19 Plaintiff's Complaint.

20
21 3671. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 3672. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.
6

7 3673. From October 23, 2020 through December 10, 2020, all or some of the Defendants
8 knew that all or some of them were committing an intentional tort when the Defendants
9 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
10 #232593 to only WMAR members and not all real estate brokers and agents licensed
11 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
12 the Defendants substantially assisted or encouraged the primary tortfeasor in the
13 achievement of the breach.
14

15 3674. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
16 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
17 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
18 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
19 and representations, and fully states (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing #232593 collectively
23 attached at Exhibit 128).
24

COUNT 825

BREACH OF CONTRACT

3675. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3674 of Plaintiff's Complaint.

3676. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3677. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3678. From February 9, 2021 through May 24, 2021, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #233652, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 2 502(C). (See Exhibit 9). (See private and public version of listing # 233652 collectively
 3 attached as Exhibit 129).

4
 5 **COUNT 826**

6 **BREACH OF CONTRACT**

7
 8 3679. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3678 of
 9 Plaintiff’s Complaint.

10
 11 3680. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 3681. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 3682. On February 9, 2021 through May 24, 2021, Defendants breached their duty when
 22 Defendants, through the Supra lockboxes excluded access to the home listed in
 23 Plaintiffs listing # 233652 to only WMAR members and not all real estate brokers and
 24 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income and infringing on the duties the Plaintiffs have to supervise all advertising
 2 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
 3 (See Exhibit 9). (See private and public version of listing # 233652 collectively
 4 attached as Exhibit 129).

6 **COUNT 827**

7 **ANTITRUST LAWS**

8
 9 3683. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3682 of
 10 Plaintiff's Complaint.

11
 12 3684. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 3685. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with federal and state antitrust laws and the ADRE Rules including the
 19 rules that the broker (in this case the Plaintiff) supervises all advertising and that
 20 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
 21 estate agents and brokers.

22
 23 3686. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-

24 1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 3687. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 3688. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 3689. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 3690. From February 9, 2021 to May 24, 2021 the Defendants restricted commerce and
5 excluded competition by unlawfully and systematically redacting and excluding and
6 interfering with information in the Plaintiff's advertisements and limiting access to
7 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
8 Plaintiffs had for sale in Plaintiffs listing #233652. As such, Defendants are liable for
9 treble damages under this cause of action. (See private and public version of listing
10 #233652 collectively attached as Exhibit 129).

11
12 **COUNT 828**

13 **FIRST AMENDMENT**

14
15 3691. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3690 of
16 Plaintiff's Complaint.

17
18 3692. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 3693. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 3694. From February 9, 2021 through May 24, 2021, Defendants acted as a quasi -
 5 government actor and infringed on the Plaintiff's advertising in violation of the First
 6 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
 7 Plaintiffs listing #233652, causing Plaintiffs to lose potential buyers causing a loss of
 8 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 9 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 11 advertising contains accurate claims and representations, and fully states (emphasis
 12 added) factual material relating to the information advertised. A salesperson or broker
 13 shall not misrepresent the facts or create misleading impressions." pursuant to
 14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 15 version of listing #233652 collectively attached as Exhibit 129).

16
 17 **COUNT 829**

18 **FIRST AMENDMENT**

19
 20 3695. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3694 of
 21 Plaintiff's Complaint.

22
 23 3696. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 3697. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 3698. On February 9, 2021 through May 24, 2021, Defendants acted as a quasi -
10 government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
12 excluded access to the home listed in Plaintiffs listing #233652 to only WMAR
13 members and not all real estate brokers and agents licensed in Arizona, causing
14 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
15 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
17 version of listing #233652 collectively attached as Exhibit 129).

18
19 **COUNT 830**

20 **NEGLEGENCE**

21
22 3699. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3698 of
23 Plaintiff's Complaint.

1 3700. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3701. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3702. From February 9, 2021 through May 24, 2021, Defendants owed Plaintiffs a duty
12 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
13 U.S. Constitution, state law and administrative code as previously cited.

14
15 3703. Defendants breached this duty by redacting Plaintiff's contact information out of
16 Plaintiffs listing #233652.

17
18 3704. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
19 a loss of income and emotional distress by redacting Plaintiff's contact information out
20 of Plaintiffs listing #233652.

21
22 3705. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
23 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
24 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties

1 Plaintiffs has to “ensure that all advertising contains accurate claims and
2 representations, and **fully states** (emphasis added) factual material relating to the
3 information advertised; and the duties a salesperson or broker has to not misrepresent
4 the facts or create misleading impressions pursuant to Arizona Administrative Code
5 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #233652
6 collectively attached as Exhibit 129).

7
8 3706. The Defendant’s actions foreseeably and proximately caused a loss of income
9 and/or potential income and caused emotional distress to the Plaintiffs as well as the
10 potential loss of Plaintiff’s real estate license. (See Exhibit 9). (See private and public
11 version of listing #233652 collectively attached as Exhibit 129).

12
13 **COUNT 831**

14 **NEGLEGENCE**

15
16 3707. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3706 of
17 Plaintiff’s Complaint.

18
19 3708. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

1 3709. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3710. From February 9, 2021 through May 24, 2021, Defendants owed Plaintiffs a duty
7 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
8 U.S. Constitution and state law and administrative code as previously cited.

9
10 3711. From February 9, 2021 through May 24, 2021, Defendants breached this duty by
11 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
12 Constitution when Defendants, through the Supra lockboxes by excluding access to
13 the home listed in Plaintiffs listing #233652 to only WMAR members and not all real
14 estate brokers and agents licensed in Arizona,

15
16 3712. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
17 buyers and sellers.

18
19 3713. Defendant's breach foreseeably and proximately caused a loss of income and
20 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
21 by excluding access through the Supra Lockboxes to Plaintiffs listing #233652. (See
22 Exhibit 9). (See private and public version of listing #233652 collectively attached as
23 Exhibit 129).

COUNT 832

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

3714. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3713 of Plaintiff's Complaint.

3715. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3716. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3717. From February 9, 2021 through May 24, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing # 233652 and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #233652, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 2 Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing #233652 collectively
 7 attached as Exhibit 129). As such, the Defendants actions were improper.

9 **COUNT 833**

10 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

11
 12 3718. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3717 of
 13 Plaintiff’s Complaint.

14
 15 3719. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 3720. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

3721. From February 9, 2021 through May 24, 2021, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing #233652 and/or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing # 233652 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #233652 collectively attached as Exhibit 129). As such, the Defendants actions were improper.

COUNT 834

AIDING AND ABETTING TORTIOUS CONDUCT

3722. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3721 of Plaintiff's Complaint.

1 3723. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3724. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3725. From February 9, 2021 through May 24, 2021, all or some of the Defendants knew
12 that all or some of them were committing an intentional tort when the Defendants
13 redacted Plaintiff's contact information out of Plaintiffs listing #233652. The
14 Defendants knew that this conduct constituted a breach of duty. And the Defendants
15 substantially assisted or encouraged the primary tortfeasor in the achievement of the
16 breach.

17
18 3726. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
22 accurate claims and representations, and **fully states** (emphasis added) factual
23 material relating to the information advertised. A salesperson or broker shall not
24 misrepresent the facts or create misleading impressions." pursuant to Arizona

1 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
2 of listing #233652 collectively attached as Exhibit 129).

3
4 **COUNT 835**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**
6

7 3727. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3726 of
8 Plaintiff's Complaint.

9
10 3728. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3729. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3730. From February 9, 2021 through May 24, 2021, all or some of the Defendants knew
21 that all or some of them were committing an intentional tort when the Defendants
22 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
23 #233652 to only WMAR members and not all real estate brokers and agents licensed
24 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And

1 the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 3731. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
8 and representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or
10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
11 502(C). (See Exhibit 9). (See private and public version of listing #233652 collectively
12 attached at Exhibit 129).

13
14 **COUNT 836**

15 **BREACH OF CONTRACT**

16
17 3732. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3731 of
18 Plaintiff's Complaint.

19
20 3733. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3734. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3735. From February 12, 2021 through October 21, 2021, Defendants breached their
7 duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
8 #233713, causing Plaintiffs to lose potential buyers causing a loss of income, placing
9 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
10 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
11 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
12 and representations, and fully states (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C). (See Exhibit 9). (See private and public version of listing #233713 collectively
16 attached as Exhibit 1130).

17
18 **COUNT 837**

19 **ANTITRUST LAWS**

20
21 3736. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3735 of
22 Plaintiff's Complaint.

1 3737. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3738. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with federal and state antitrust laws and the ADRE Rules including the
8 rules that the broker (in this case the Plaintiff) supervises all advertising and that
9 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
10 estate agents and brokers.

11
12 3739. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
13 1402 states:
14 "A contract, combination or conspiracy between two or more persons in restraint of , or to
15 monopolize, trade or commerce, any part which is within this state is unlawful."

16
17 3740. A.R.S. 44-1403 further states:
18 "The establishment, maintenance or use of a monopoly or an attempt to establish a
19 monopoly of trade or commerce, any part of which is within this state, by any person for
20 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

21
22 3741. The Defendant's actions also violate federal antitrust laws including the Sherman
23 Act. 15 U.S. Code § 1 states:
24

1 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
2 states, or with foreign nations, is declared illegal. Every person who shall make any
3 contract or engage in any combination conspiracy hereby declared to be illegal shall be
4 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
5 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
6 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
7 court.”

8
9 3742. 15 U.S. Code § 15(a) further states:

10
11 “...[A]ny person who shall be injured in his business or property by any reason of anything
12 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
13 threefold the damages by him sustained, and the cost of suit, including a reasonable
14 attorney’s fee. The court may award...simple interest on actual damages for the period
15 beginning on the date of service”.

16
17 3743. From February 12, 2021 to October 21, 2021 the Defendants restricted commerce
18 and excluded competition by unlawfully and systematically redacting and excluding
19 and interfering with information in the Plaintiff’s advertisements and limiting access to
20 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
21 Plaintiffs had for sale in Plaintiffs listing # 233713. As such, Defendants are liable for
22 treble damages under this cause of action. (See private and public version of listing
23 #233713 collectively attached as Exhibit 130).

COUNT 838

FIRST AMENDMENT

3744. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3743 of Plaintiff's Complaint.

3745. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3746. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3747. From February 12, 2021 through October 21, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing # 233713, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing #233713 collectively attached as Exhibit 130).

5
 6 **COUNT 839**

7 **NEGLEGEENCE**

8
 9 3748. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3747 of
 10 Plaintiff’s Complaint.

11
 12 3749. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

16
 17 3750. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 3751. From February 12, 2021 through October 21, 2021, Defendants owed Plaintiffs a
 23 duty to not infringe on the Plaintiff’s advertising in violation of the First Amendment of
 24 the U.S. Constitution, state law and administrative code as previously cited.

1
2 3752. Defendants breached this duty by redacting Plaintiff's contact information out of
3 Plaintiffs listing #233713.

4
5 3753. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
6 a loss of income and emotional distress by redacting Plaintiff's contact information out
7 of Plaintiffs listing #233713.

8
9 3754. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
10 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
12 Plaintiffs has to "ensure that all advertising contains accurate claims and
13 representations, and **fully states** (emphasis added) factual material relating to the
14 information advertised; and the duties a salesperson or broker has to not misrepresent
15 the facts or create misleading impressions pursuant to Arizona Administrative Code
16 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #233713
17 collectively attached as Exhibit 130).

18
19 3755. The Defendant's actions foreseeably and proximately caused a loss of income
20 and/or potential income and caused emotional distress to the Plaintiffs as well as the
21 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
22 version of listing #233713 collectively attached as Exhibit 130).

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

3756. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3755 of Plaintiff's Complaint.

3757. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3758. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3759. From February 12, 2021 through October 21, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing #233713 and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #233713, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the

1 duties Plaintiffs has to “ensure that all advertising contains accurate claims and
 2 representations, and **fully states** (emphasis added) factual material relating to the
 3 information advertised. A salesperson or broker shall not misrepresent the facts or
 4 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 5 502(C). (See Exhibit 9). (See private and public version of listing #233713 collectively
 6 attached as Exhibit 130). As such, the Defendants actions were improper.

8 **COUNT 841**

9 **AIDING AND ABETTING TORTIOUS CONDUCT**

10
 11 3760. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3759 of
 12 Plaintiff's Complaint.

13
 14 3761. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 3762. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 3763. From February 12, 2021 through October 21, 2021, all or some of the Defendants
2 knew that all or some of them were committing an intentional tort when the Defendants
3 redacted Plaintiff's contact information out of Plaintiffs listing #233713. The
4 Defendants knew that this conduct constituted a breach of duty. And the Defendants
5 substantially assisted or encouraged the primary tortfeasor in the achievement of the
6 breach.

7
8 3764. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
9 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
10 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
11 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
12 accurate claims and representations, and **fully states** (emphasis added) factual
13 material relating to the information advertised. A salesperson or broker shall not
14 misrepresent the facts or create misleading impressions." pursuant to Arizona
15 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
16 of listing #233713 collectively attached as Exhibit 130).

17
18 **COUNT 842**

19 **BREACH OF CONTRACT**

20
21 3765. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3764 of
22 Plaintiff's Complaint.

1 3766. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3767. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3768. From February 12, 2021 through August 30, 2021, Defendants breached their duty
12 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
13 233714, causing Plaintiffs to lose potential buyers causing a loss of income, placing
14 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
15 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
16 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
17 and representations, and **fully states** (emphasis added) factual material relating to the
18 information advertised. A salesperson or broker shall not misrepresent the facts or
19 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
20 502(C). (See Exhibit 9). (See private and public version of listing #233714 collectively
21 attached as Exhibit 131).

22
23 **COUNT 843**

24 **ANTITRUST LAWS**

1

2 3769. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3768 of
3 Plaintiff's Complaint.

4

5 3770. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9

10 3771. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with federal and state antitrust laws and the ADRE Rules including the
12 rules that the broker (in this case the Plaintiff) supervises all advertising and that
13 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
14 estate agents and brokers.

15

16 3772. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
17 1402 states:

18 "A contract, combination or conspiracy between two or more persons in restraint of , or to
19 monopolize, trade or commerce, any part which is within this state is unlawful."

20

21 3773. A.R.S. 44-1403 further states:

22 "The establishment, maintenance or use of a monopoly or an attempt to establish a
23 monopoly of trade or commerce, any part of which is within this state, by any person for
24 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

1
2 3774. The Defendant's actions also violate federal antitrust laws including the Sherman
3 Act. 15 U.S. Code § 1 states:

4
5 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
6 states, or with foreign nations, is declared illegal. Every person who shall make any
7 contract or engage in any combination conspiracy hereby declared to be illegal shall be
8 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
9 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
10 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
11 court."

12
13 3775. 15 U.S. Code § 15(a) further states:

14
15 "...[A]ny person who shall be injured in his business or property by any reason of anything
16 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
17 threefold the damages by him sustained, and the cost of suit, including a reasonable
18 attorney's fee. The court may award...simple interest on actual damages for the period
19 beginning on the date of service".

20
21 3776. From February 12, 2021 to August 30, 2021 the Defendants restricted commerce
22 and excluded competition by unlawfully and systematically redacting and excluding
23 and interfering with information in the Plaintiff's advertisements and limiting access to
24 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes

1 Plaintiffs had for sale in Plaintiffs listing # 233714. As such, Defendants are liable for
2 treble damages under this cause of action. (See private and public version of listing
3 #233714 collectively attached as Exhibit 131).

4
5 **COUNT 844**

6 **FIRST AMENDMENT**

7
8 3777. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3776 of
9 Plaintiff's Complaint.

10
11 3778. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
16 3779. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 3780. From February 12, 2021 through August 30, 2021, Defendants acted as a quasi -
22 government actor and infringed on the Plaintiff's advertising in violation of the First
23 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
24 Plaintiffs listing #233714, causing Plaintiffs to lose potential buyers causing a loss of

1 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing #233714 collectively attached as Exhibit 131).

9
 10 **COUNT 845**

11 **NEGLEGENGE**

12
 13 3781. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3780 of
 14 Plaintiff's Complaint.

15
 16 3782. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 18 and access to homes and commercial property through lockboxes (Supra since at
 19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
 21 3783. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 22 must comply with the ADRE Rules including the rules that the broker (in this case the
 23 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 24 estate matters and discipline related to real estate agents and brokers.

1 3784. From February 12, 2021 through August 30, 2021, Defendants owed Plaintiffs a
2 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
3 the U.S. Constitution, state law and administrative code as previously cited.

4
5 3785. Defendants breached this duty by redacting Plaintiff's contact information out of
6 Plaintiffs listing # 233714.

7
8 3786. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
9 a loss of income and emotional distress by redacting Plaintiff's contact information out
10 of Plaintiffs listing #233714.

11
12 3787. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
13 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
14 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
15 Plaintiffs has to "ensure that all advertising contains accurate claims and
16 representations, and **fully states** (emphasis added) factual material relating to the
17 information advertised; and the duties a salesperson or broker has to not misrepresent
18 the facts or create misleading impressions pursuant to Arizona Administrative Code
19 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #233714
20 collectively attached as Exhibit 131).

21
22 3788. The Defendant's actions foreseeably and proximately caused a loss of income
23 and/or potential income and caused emotional distress to the Plaintiffs as well as the
24

1 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
2 version of listing #233714 collectively attached as Exhibit 131).

3
4 **COUNT 846**

5 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

6
7 3789. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3788 of
8 Plaintiff's Complaint.

9
10 3790. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3791. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3792. From February 12, 2021 through August 30, 2021, there existed a valid contractual
21 relationship between the Plaintiffs and their client for listing # 233714 and/or a
22 business expectancy. The Defendants had knowledge of this relationship and/or
23 business expectancy. The Defendants intentionally interfered with this contract and/or
24 business expectancy which induced or caused a breach when Defendants redacted

Plaintiff's contact information out of Plaintiffs listing #233714, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #233714 collectively attached as Exhibit 131). As such, the Defendants actions were improper.

COUNT 847

AIDING AND ABETTING TORTIOUS CONDUCT

3793. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3792 of Plaintiff's Complaint.

3794. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3795. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 3796. From February 12, 2021 through August 30, 2021, all or some of the Defendants
5 knew that all or some of them were committing an intentional tort when the Defendants
6 redacted Plaintiff's contact information out of Plaintiffs listing # 233714. The
7 Defendants knew that this conduct constituted a breach of duty. And the Defendants
8 substantially assisted or encouraged the primary tortfeasor in the achievement of the
9 breach.

10
11 3797. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
12 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
13 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
14 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
15 accurate claims and representations, and fully states (emphasis added) factual
16 material relating to the information advertised. A salesperson or broker shall not
17 misrepresent the facts or create misleading impressions." pursuant to Arizona
18 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
19 of listing #233714 collectively attached as Exhibit 131).

20
21 **COUNT 848**

22 **BREACH OF CONTRACT**
23
24

1 3798. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3797 of
2 Plaintiff's Complaint.

3
4 3799. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3800. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3801. From February 14, 2021 through September 9, 2021, Defendants breached their
15 duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
16 #233739, causing Plaintiffs to lose potential buyers causing a loss of income, placing
17 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
18 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
19 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
20 and representations, and **fully states** (emphasis added) factual material relating to the
21 information advertised. A salesperson or broker shall not misrepresent the facts or
22 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
23 502(C). (See Exhibit 9). (See private and public version of listing #233739 collectively
24 attached as Exhibit 132).

COUNT 849

ANTITRUST LAWS

3802. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3801 of Plaintiff's Complaint.

3803. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3804. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with federal and state antitrust laws and the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3805. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:

"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

3806. A.R.S. 44-1403 further states:

1 “The establishment, maintenance or use of a monopoly or an attempt to establish a
2 monopoly of trade or commerce, any part of which is within this state, by any person for
3 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

4
5 3807. The Defendant’s actions also violate federal antitrust laws including the Sherman
6 Act. 15 U.S. Code § 1 states:

7
8 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
9 states, or with foreign nations, is declared illegal. Every person who shall make any
10 contract or engage in any combination conspiracy hereby declared to be illegal shall be
11 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
12 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
13 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
14 court.”

15
16 3808. 15 U.S. Code § 15(a) further states:

17
18 “...[A]ny person who shall be injured in his business or property by any reason of anything
19 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
20 threefold the damages by him sustained, and the cost of suit, including a reasonable
21 attorney’s fee. The court may award...simple interest on actual damages for the period
22 beginning on the date of service”.

1 3809. From February 14, 2021 to September 9, 2021 the Defendants restricted
2 commerce and excluded competition by unlawfully and systematically redacting and
3 excluding and interfering with information in the Plaintiff's advertisements and limiting
4 access to Plaintiff's lockboxes on the homes and requiring that particular lockbox on
5 the homes Plaintiffs had for sale in Plaintiffs listing #233739. As such, Defendants
6 are liable for treble damages under this cause of action. (See private and public
7 version of listing #233739 collectively attached as Exhibit 132).

8
9 **COUNT 850**

10 **FIRST AMENDMENT**

11
12 3810. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3809 of
13 Plaintiff's Complaint.

14
15 3811. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 3812. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

3813. From February 14, 2021 through September 9, 2021, Defendants acted as a quasi-government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing #233739, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #233739 collectively attached as Exhibit 132).

COUNT 851

NEGLEGENCE

3814. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3813 of Plaintiff's Complaint.

3815. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3816. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3817. From February 14, 2021 through September 9, 2021, Defendants owed Plaintiffs
7 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
8 of the U.S. Constitution, state law and administrative code as previously cited.

9
10 3818. Defendants breached this duty by redacting Plaintiff's contact information out of
11 Plaintiffs listing #233739.

12
13 3819. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
14 a loss of income and emotional distress by redacting Plaintiff's contact information out
15 of Plaintiffs listing #233739.

16
17 3820. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
18 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
19 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
20 Plaintiffs has to "ensure that all advertising contains accurate claims and
21 representations, and **fully states** (emphasis added) factual material relating to the
22 information advertised; and the duties a salesperson or broker has to not misrepresent
23 the facts or create misleading impressions pursuant to Arizona Administrative Code
24

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #233739
2 collectively attached as Exhibit 132).

3
4 3821. The Defendant's actions foreseeably and proximately caused a loss of income
5 and/or potential income and caused emotional distress to the Plaintiffs as well as the
6 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
7 version of listing #233739 collectively attached as Exhibit 132).

8
9 **COUNT 852**

10 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

11
12 3822. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3821 of
13 Plaintiff's Complaint.

14
15 3823. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
20 3824. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

1 3825. From February 14, 2021 through September 9, 2021, there existed a valid
2 contractual relationship between the Plaintiffs and their client for listing # 233739
3 and/or a business expectancy. The Defendants had knowledge of this relationship
4 and/or business expectancy. The Defendants intentionally interfered with this contract
5 and/or business expectancy which induced or caused a breach when Defendants
6 redacted Plaintiff's contact information out of Plaintiffs listing # 233739, causing
7 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
8 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
9 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
10 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
11 representations, and **fully states** (emphasis added) factual material relating to the
12 information advertised. A salesperson or broker shall not misrepresent the facts or
13 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
14 502(C). (See Exhibit 9). (See private and public version of listing #233739 collectively
15 attached as Exhibit 132). As such, the Defendants actions were improper.

16
17 **COUNT 853**

18 **AIDING AND ABETTING TORTIOUS CONDUCT**
19

20 3826. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3825 of
21 Plaintiff's Complaint.
22

23 3827. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 3828. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 3829. From February 14, 2021 through September 9, 2021, all or some of the Defendants
10 knew that all or some of them were committing an intentional tort when the Defendants
11 redacted Plaintiff's contact information out of Plaintiffs listing #233739. The
12 Defendants knew that this conduct constituted a breach of duty. And the Defendants
13 substantially assisted or encouraged the primary tortfeasor in the achievement of the
14 breach.

15
16 3830. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
17 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
18 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
19 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
20 accurate claims and representations, and **fully states** (emphasis added) factual
21 material relating to the information advertised. A salesperson or broker shall not
22 misrepresent the facts or create misleading impressions." pursuant to Arizona
23 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
24 of listing #233739 collectively attached as Exhibit 132).

COUNT 854

BREACH OF CONTRACT

3831. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3830 of Plaintiff's Complaint.

3832. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3833. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3834. From February 14, 2021 through October 21, 2021, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #233740, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or

1 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
2 502(C). (See Exhibit 9). (See private and public version of listing # 233740 collectively
3 attached as Exhibit 133).

4
5 **COUNT 855**

6 **ANTITRUST LAWS**

7
8 3835. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3834 of
9 Plaintiff’s Complaint.

10
11 3836. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
16 3837. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with federal and state antitrust laws and the ADRE Rules including the
18 rules that the broker (in this case the Plaintiff) supervises all advertising and that
19 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
20 estate agents and brokers.

21
22 3838. The Defendant’s continued actions violate Arizona state antitrust laws. A.R.S. 44-
23 1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 3839. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 3840. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 3841. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 3842. From February 14, 2021 to October 21, 2021 the Defendants restricted commerce
5 and excluded competition by unlawfully and systematically redacting and excluding
6 and interfering with information in the Plaintiff's advertisements and limiting access to
7 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
8 Plaintiffs had for sale in Plaintiffs listing #233740. As such, Defendants are liable for
9 treble damages under this cause of action. (See private and public version of listing
10 #233740 collectively attached as Exhibit 133).

11
12 **COUNT 856**

13 **FIRST AMENDMENT**

14
15 3843. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3809 of
16 Plaintiff's Complaint.

17
18 3844. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 3845. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 3846. From February 14, 2021 through October 21, 2021, Defendants acted as a quasi
5 -government actor and infringed on the Plaintiff's advertising in violation of the First
6 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
7 Plaintiffs listing #233740, causing Plaintiffs to lose potential buyers causing a loss of
8 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
9 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
11 advertising contains accurate claims and representations, and fully states (emphasis
12 added) factual material relating to the information advertised. A salesperson or broker
13 shall not misrepresent the facts or create misleading impressions." pursuant to
14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
15 version of listing #233740 collectively attached as Exhibit 133).

16
17 **COUNT 857**

18 **NEGLEGENGE**

19
20 3847. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3846 of
21 Plaintiff's Complaint.

22
23 3848. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3

4 3849. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8

9 3850. From February 14, 2021 through October 21, 2021, Defendants owed Plaintiffs a
10 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
11 the U.S. Constitution, state law and administrative code as previously cited.

12

13 3851. Defendants breached this duty by redacting Plaintiff's contact information out of
14 Plaintiffs listing #233740.

15

16 3852. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
17 a loss of income and emotional distress by redacting Plaintiff's contact information out
18 of Plaintiffs listing #233740.

19

20 3853. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
21 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
22 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
23 Plaintiffs has to "ensure that all advertising contains accurate claims and
24 representations, and fully states (emphasis added) factual material relating to the

1 information advertised; and the duties a salesperson or broker has to not misrepresent
2 the facts or create misleading impressions pursuant to Arizona Administrative Code
3 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #233740
4 collectively attached as Exhibit 133).

5
6 3854. The Defendant's actions foreseeably and proximately caused a loss of income
7 and/or potential income and caused emotional distress to the Plaintiffs as well as the
8 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
9 version of listing #233740 collectively attached as Exhibit 133).

10
11 **COUNT 858**

12 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

13
14 3855. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3854 of
15 Plaintiff's Complaint.

16
17 3856. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
19 and access to homes and commercial property through lockboxes (Supra since at
20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
22 3857. Despite anything written to the contrary, Defendants were aware that Plaintiffs
23 must comply with the ADRE Rules including the rules that the broker (in this case the
24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 3858. From February 14, 2021 through October 21, 2021, there existed a valid
5 contractual relationship between the Plaintiffs and their client for listing #233740
6 and/or a business expectancy. The Defendants had knowledge of this relationship
7 and/or business expectancy. The Defendants intentionally interfered with this contract
8 and/or business expectancy which induced or caused a breach when Defendants
9 redacted Plaintiff's contact information out of Plaintiffs listing #233740, causing
10 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
11 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
12 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
13 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
14 representations, and fully states (emphasis added) factual material relating to the
15 information advertised. A salesperson or broker shall not misrepresent the facts or
16 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
17 502(C). (See Exhibit 9). (See private and public version of listing #233740 collectively
18 attached as Exhibit 133). As such, the Defendants actions were improper.

19
20 **COUNT 859**

21 **AIDING AND ABETTING TORTIOUS CONDUCT**
22

23 3859. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3858 of
24 Plaintiff's Complaint.

1
2 3860. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 3861. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 3862. From February 14, 2021 through October 21, 2021, all or some of the Defendants
13 knew that all or some of them were committing an intentional tort when the Defendants
14 redacted Plaintiff's contact information out of Plaintiffs listing #233740. The
15 Defendants knew that this conduct constituted a breach of duty. And the Defendants
16 substantially assisted or encouraged the primary tortfeasor in the achievement of the
17 breach.

18
19 3863. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
20 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
21 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
22 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
23 accurate claims and representations, and fully states (emphasis added) factual
24 material relating to the information advertised. A salesperson or broker shall not

1 misrepresent the facts or create misleading impressions.” pursuant to Arizona
 2 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
 3 of listing #233740 collectively attached as Exhibit 133).

4
 5 **COUNT 860**

6 **BREACH OF CONTRACT**

7
 8 3864. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3863 of
 9 Plaintiff’s Complaint.

10
 11 3865. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

15
 16 3866. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 3867. From March 10, 2021 through May 10, 2021, Defendants breached their duty when
 22 Defendants redacted Plaintiff’s contact information out of Plaintiffs listing #234131,
 23 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff’s
 24 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to

1 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 2 duties Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing #234131 collectively
 7 attached as Exhibit 134).

8
 9 **COUNT 861**

10 **BREACH OF CONTRACT**

11
 12 3868. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3867 of
 13 Plaintiff’s Complaint.

14
 15 3869. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 3870. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1 3871. On March 10, 2021 through May 10, 2021, Defendants breached their duty when
2 Defendants, through the Supra lockboxes excluded access to the home listed in
3 Plaintiffs listing #234131 to only WMAR members and not all real estate brokers and
4 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
5 of income and infringing on the duties the Plaintiffs have to supervise all advertising
6 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
7 (See Exhibit 9). (See private and public version of listing #234131 collectively
8 attached as Exhibit 134).

9
10 **COUNT 862**

11 **BREACH OF CONTRACT**
12

13 3872. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3871 of
14 Plaintiff's Complaint.
15

16 3873. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.
20

21 3874. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with the ADRE Rules including the rules that the broker (in this case the
23 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
24 estate matters and discipline related to real estate agents and brokers.

1
2 3875. On March 10, 2021 through May 10, 2021, Defendants breached this duty when
3 Defendants would not allow information about the Plaintiff's financial interest to be
4 disclosed in listing #234131, placing Plaintiff's real estate brokerage license at risk
5 and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
6 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
7 advertising contains accurate claims and representations, and **fully states** (emphasis
8 added) factual material relating to the information advertised. A salesperson or broker
9 shall not misrepresent the facts or create misleading impressions." pursuant to
10 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
11 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
12 24-502(B). (See Exhibit 9). (See private and public version of listing #234131
13 collectively attached as Exhibit 134).

14
15 **COUNT 863**

16 **ANTITRUST LAWS**

17
18 3876. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3875 of
19 Plaintiff's Complaint.

20
21 3877. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 3878. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with federal and state antitrust laws and the ADRE Rules including the
4 rules that the broker (in this case the Plaintiff) supervises all advertising and that
5 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
6 estate agents and brokers.

7
8 3879. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
9 1402 states:

10 "A contract, combination or conspiracy between two or more persons in restraint of , or to
11 monopolize, trade or commerce, any part which is within this state is unlawful."

12
13 3880. A.R.S. 44-1403 further states:

14 "The establishment, maintenance or use of a monopoly or an attempt to establish a
15 monopoly of trade or commerce, any part of which is within this state, by any person for
16 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

17
18 3881. The Defendant's actions also violate federal antitrust laws including the Sherman
19 Act. 15 U.S. Code § 1 states:

20
21 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
22 states, or with foreign nations, is declared illegal. Every person who shall make any
23 contract or engage in any combination conspiracy hereby declared to be illegal shall be
24 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not

1 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
2 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
3 court.”

4
5 3882. 15 U.S. Code § 15(a) further states:

6
7 “...[A]ny person who shall be injured in his business or property by any reason of anything
8 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
9 threefold the damages by him sustained, and the cost of suit, including a reasonable
10 attorney’s fee. The court may award...simple interest on actual damages for the period
11 beginning on the date of service”.

12
13 3883. From March 10, 2021 to May 10, 2021 the Defendants restricted commerce and
14 excluded competition by unlawfully and systematically redacting and excluding and
15 interfering with information in the Plaintiff’s advertisements and limiting access to
16 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
17 Plaintiffs had for sale in Plaintiffs listing #234131. As such, Defendants are liable for
18 treble damages under this cause of action. (See private and public version of listing
19 #234131 collectively attached as Exhibit 134).

20
21 **COUNT 864**

22 **FIRST AMENDMENT**
23
24

1 3884. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3883 of
2 Plaintiff's Complaint.

3
4 3885. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3886. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3887. From March 10 , 2021 through May 10, 2021, Defendants acted as a quasi -
15 government actor and infringed on the Plaintiff's advertising in violation of the First
16 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
17 Plaintiffs listing #234131, causing Plaintiffs to lose potential buyers causing a loss of
18 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
19 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
20 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
21 advertising contains accurate claims and representations, and fully states (emphasis
22 added) factual material relating to the information advertised. A salesperson or broker
23 shall not misrepresent the facts or create misleading impressions." pursuant to
24

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
2 version of listing #234131 collectively attached as Exhibit 134).

3
4 **COUNT 865**

5 **FIRST AMENDMENT**

6
7 3888. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3887 of
8 Plaintiff's Complaint.

9
10 3889. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3890. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3891. On March 10, 2021 through May 10, 2021, Defendants acted as a quasi -
21 government actor and infringed on the Plaintiff's advertising in violation of the First
22 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
23 excluded access to the home listed in Plaintiffs listing #234131 to only WMAR
24 members and not all real estate brokers and agents licensed in Arizona, causing

1 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 2 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 3 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 4 version of listing #234131 collectively attached as Exhibit 134).

5
 6 **COUNT 866**

7 **FIRST AMENDMENT**

8
 9 3892. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3891 of
 10 Plaintiff's Complaint.

11
 12 3893. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 3894. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 3895. On March 10, 2021 through May 10, 2021, Defendants acted as a quasi -
 23 government actor and infringed on the Plaintiff's advertising in violation of the First
 24 Amendment of the U.S. Constitution when Defendants, would not allow information

1 about the Plaintiff's financial interest to be disclosed in listing #234131, placing
 2 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
 3 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
 4 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
 5 and representations, and **fully states** (emphasis added) factual material relating to the
 6 information advertised. A salesperson or broker shall not misrepresent the facts or
 7 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 8 502(C) and a salesperson or broker's duties to disclose a financial interest in a
 9 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
 10 private and public version of listing #234131 collectively attached as Exhibit 134).

11 12 **COUNT 867**

13 **NEGLEGENCE**

14
 15 3896. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3895 of
 16 Plaintiff's Complaint.

17
 18 3897. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 20 and access to homes and commercial property through lockboxes (Supra since at
 21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
 23 3898. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3

4 3899. From March 10, 2021 through May 10, 2021, Defendants owed Plaintiffs a duty to
5 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
6 Constitution, state law and administrative code as previously cited.

7

8 3900. Defendants breached this duty by redacting Plaintiff's contact information out of
9 Plaintiffs listing #234131.

10

11 3901. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
12 a loss of income and emotional distress by redacting Plaintiff's contact information out
13 of Plaintiffs listing #234131.

14

15 3902. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
16 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
17 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
18 Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised; and the duties a salesperson or broker has to not misrepresent
21 the facts or create misleading impressions pursuant to Arizona Administrative Code
22 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #234131
23 collectively attached as Exhibit 134).

24

1 3903. The Defendant's actions foreseeably and proximately caused a loss of income
2 and/or potential income and caused emotional distress to the Plaintiffs as well as the
3 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
4 version of listing #234131 collectively attached as Exhibit 134).

5
6 **COUNT 868**

7 **NEGLEGEENCE**
8

9 3904. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3903 of
10 Plaintiff's Complaint.
11

12 3905. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
14 and access to homes and commercial property through lockboxes (Supra since at
15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.
16

17 3906. Despite anything written to the contrary, Defendants were aware that Plaintiffs
18 must comply with the ADRE Rules including the rules that the broker (in this case the
19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
20 estate matters and discipline related to real estate agents and brokers.
21

22 3907. From March 10, 2021 through May 10, 2021, Defendants owed Plaintiffs a duty to
23 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
24 Constitution and state law and administrative code as previously cited.

1
2 3908. From march 10, 2021 through May 10, 2021, Defendants breached this duty by
3 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
4 Constitution when Defendants, through the Supra lockboxes by excluding access to
5 the home listed in Plaintiffs listing #234131 to only WMAR members and not all real
6 estate brokers and agents licensed in Arizona,

7
8 3909. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
9 buyers and sellers

10
11 3910. Defendant's breach foreseeably and proximately caused a loss of income and
12 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
13 by excluding access through the Supra Lockboxes to Plaintiffs listing #234131. (See
14 Exhibit 9). (See private and public version of listing #234131 collectively attached as
15 Exhibit 134).

16
17 **COUNT 869**

18 **NEGLEGEANCE**

19
20 3911. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3910 of
21 Plaintiff's Complaint.

22
23 3912. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3

4 3913. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8

9 3914. On March 10, 2021 through May 10, 2021, Defendants owed Plaintiffs a duty to
10 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
11 Constitution, Arizona state law and Arizona Administrative Code as previously cited.

12

13 3915. Defendants breached this duty by not allowing information about the Plaintiff's
14 financial interest to be disclosed in listing #234131.

15

16 3916. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
17 buyers and sellers

18

19 3917. Defendant's breach foreseeably and proximately caused a loss of income and
20 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
21 by not allowing information about the Plaintiff's financial interest to be disclosed in
22 listing #234131. (See Exhibit 9). (See private and public version of listing #234131
23 collectively attached as Exhibit 134).

24

COUNT 870

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

3918. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3917 of Plaintiff's Complaint.

3919. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3920. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3921. From March 10, 2021 through May 10, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing #234131 and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #234131, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant

1 to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to “ensure that
 2 all advertising contains accurate claims and representations, and **fully states**
 3 (emphasis added) factual material relating to the information advertised. A
 4 salesperson or broker shall not misrepresent the facts or create misleading
 5 impressions.” pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit
 6 9). (See private and public version of listing #234131 collectively attached as Exhibit
 7 134). As such, the Defendants actions were improper.

9 **COUNT 871**

10 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

11
 12 3922. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3921 of
 13 Plaintiff’s Complaint.

14
 15 3923. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 3924. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

3925. From March 10, 2021 through May 10, 2021, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing #234131 and /or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #234131 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #234131 collectively attached as Exhibit 134). As such, the Defendants actions were improper

COUNT 872

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

3926. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3925 of Plaintiff's Complaint.

1 3927. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3928. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3929. From March 10, 2021 through May 10, 2021, there existed a valid contractual
12 relationship between the Plaintiffs and their client for listing # 234131 and/or a
13 business expectancy with the client or others. The Defendants had knowledge of this
14 relationship and/or business expectancy. The Defendants intentionally interfered with
15 this contract and/or business expectancy which induced or caused a breach when the
16 Defendants would not allow information about the Plaintiff's financial interest to be
17 disclosed in listing #234131, causing Plaintiffs to lose potential buyers causing a loss
18 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
19 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
20 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
21 advertising contains accurate claims and representations, and **fully states** (emphasis
22 added) factual material relating to the information advertised. A salesperson or broker
23 shall not misrepresent the facts or create misleading impressions." pursuant to
24 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public

1 version of listing #234131 collectively attached as Exhibit 131). As such, the
2 Defendants actions were improper.

3
4 **COUNT 873**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**

6
7 3930. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3929 of
8 Plaintiff's Complaint.

9
10 3931. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3932. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3933. From March 10, 2021 through May 10, 2021, all or some of the Defendants knew
21 that all or some of them were committing an intentional tort when the Defendants
22 redacted Plaintiff's contact information out of Plaintiffs listing #234131. The
23 Defendants knew that this conduct constituted a breach of duty. And the Defendants
24

1 substantially assisted or encouraged the primary tortfeasor in the achievement of the
2 breach.

3
4 3934. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
6 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
8 accurate claims and representations, and fully states (emphasis added) factual
9 material relating to the information advertised. A salesperson or broker shall not
10 misrepresent the facts or create misleading impressions." pursuant to Arizona
11 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
12 of listing #234131 collectively attached as Exhibit 134).

13
14 **COUNT 874**

15 **AIDING AND ABETTING TORTIOUS CONDUCT**

16
17 3935. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3934 of
18 Plaintiff's Complaint.

19
20 3936. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3937. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3938. From March 10, 2021 through May 10, 2021, all or some of the Defendants knew
7 that all or some of them were committing an intentional tort when the Defendants
8 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
9 #234131 to only WMAR members and not all real estate brokers and agents licensed
10 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
11 the Defendants substantially assisted or encouraged the primary tortfeasor in the
12 achievement of the breach.

13
14 3939. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and **fully states** (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C). (See Exhibit 9). (See private and public version of listing #234131 collectively
22 attached as Exhibit 134).

AIDING AND ABETTING TORTIOUS CONDUCT

3940. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3939 of Plaintiff's Complaint.

3941. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3942. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

3943. From March 10, 2021 through May 10, 2021, all or some of the Defendants knew that all or some of them were committing an intentional tort when the Defendants would not allow information about the Plaintiff's financial interest to be disclosed in listing #234131. The Defendants knew that this conduct constituted a breach of duty. And the Defendants substantially assisted or encouraged the primary tortfeasor in the achievement of the breach.

3944. This caused the Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the

1 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
2 R4-28-502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate
3 claims and representations, and **fully states** (emphasis added) factual material
4 relating to the information advertised. A salesperson or broker shall not misrepresent
5 the facts or create misleading impressions.” pursuant to Arizona Administrative Code
6 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #234131
7 collectively attached as Exhibit 134).

8
9 **COUNT 876**

10 **BREACH OF CONTRACT**

11
12 3945. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3944 of
13 Plaintiff’s Complaint.

14
15 3946. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
17 and access to homes and commercial property through lockboxes (Supra since at
18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
20 3947. Despite anything written to the contrary, Defendants were aware that Plaintiffs
21 must comply with the ADRE Rules including the rules that the broker (in this case the
22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
23 estate matters and discipline related to real estate agents and brokers.

1 3948. From March 19, 2021 through June 18, 2021, Defendants breached their duty
2 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing
3 #234299, causing Plaintiffs to lose potential buyers causing a loss of income, placing
4 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
5 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
6 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
7 and representations, and **fully states** (emphasis added) factual material relating to the
8 information advertised. A salesperson or broker shall not misrepresent the facts or
9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
10 502(C). (See Exhibit 9). (See private and public version of listing #234299 collectively
11 attached as Exhibit 135).

12
13 **COUNT 877**

14 **BREACH OF CONTRACT**

15
16 3949. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3948 of
17 Plaintiff's Complaint.

18
19 3950. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3951. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 3952. On March 19, 2021 through June 18, 2021, Defendants breached their duty when
7 Defendants, through the Supra lockboxes excluded access to the home listed in
8 Plaintiffs listing # 34299 to only WMAR members and not all real estate brokers and
9 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
10 of income and infringing on the duties the Plaintiffs have to supervise all advertising
11 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
12 (See Exhibit 9). (See private and public version of listing #234299 collectively
13 attached as Exhibit 135).

14
15 **COUNT 878**

16 **ANTITRUST LAWS**

17
18 3953. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3952 of
19 Plaintiff's Complaint.

20
21 3954. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 3955. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with federal and state antitrust laws and the ADRE Rules including the
4 rules that the broker (in this case the Plaintiff) supervises all advertising and that
5 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
6 estate agents and brokers.

7
8 3956. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
9 1402 states:

10 "A contract, combination or conspiracy between two or more persons in restraint of , or to
11 monopolize, trade or commerce, any part which is within this state is unlawful."

12
13 3957. A.R.S. 44-1403 further states:

14 "The establishment, maintenance or use of a monopoly or an attempt to establish a
15 monopoly of trade or commerce, any part of which is within this state, by any person for
16 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

17
18 3958. The Defendant's actions also violate federal antitrust laws including the Sherman
19 Act. 15 U.S. Code § 1 states:

20
21 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
22 states, or with foreign nations, is declared illegal. Every person who shall make any
23 contract or engage in any combination conspiracy hereby declared to be illegal shall be
24 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not

1 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
2 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
3 court.”

4
5 3959. 15 U.S. Code § 15(a) further states:

6
7 “...[A]ny person who shall be injured in his business or property by any reason of anything
8 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
9 threefold the damages by him sustained, and the cost of suit, including a reasonable
10 attorney’s fee. The court may award...simple interest on actual damages for the period
11 beginning on the date of service”.

12
13 3960. From March 19, 2021 to June 18, 2021 the Defendants restricted commerce and
14 excluded competition by unlawfully and systematically redacting and excluding and
15 interfering with information in the Plaintiff’s advertisements and limiting access to
16 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
17 Plaintiffs had for sale in Plaintiffs listing #234299. As such, Defendants are liable for
18 treble damages under this cause of action. (See private and public version of listing
19 #234299 collectively attached as Exhibit 135).

20
21 **COUNT 879**

22 **FIRST AMENDMENT**
23
24

1 3961. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3960 of
2 Plaintiff's Complaint.

3
4 3962. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3963. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3964. From March 19 , 2021 through June 18, 2021, Defendants acted as a quasi -
15 government actor and infringed on the Plaintiff's advertising in violation of the First
16 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
17 Plaintiffs listing #234299, causing Plaintiffs to lose potential buyers causing a loss of
18 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
19 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
20 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
21 advertising contains accurate claims and representations, and **fully states** (emphasis
22 added) factual material relating to the information advertised. A salesperson or broker
23 shall not misrepresent the facts or create misleading impressions." pursuant to
24

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
2 version of listing #234299 collectively attached as Exhibit 135).

3
4 **COUNT 880**

5 **FIRST AMENDMENT**

6
7 3965. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3964 of
8 Plaintiff's Complaint.

9
10 3966. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 3967. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 3968. On March 19, 2021 through June 18, 2021, Defendants acted as a quasi -
21 government actor and infringed on the Plaintiff's advertising in violation of the First
22 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
23 excluded access to the home listed in Plaintiffs listing #234299 to only WMAR
24 members and not all real estate brokers and agents licensed in Arizona, causing

1 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 2 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 3 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 4 version of listing # 234299 collectively attached as Exhibit 135).

5
 6 **COUNT 881**

7 **NEGLEGEENCE**

8
 9 3969. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3968 of
 10 Plaintiff's Complaint.

11
 12 3970. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 3971. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 3972. From March 19, 2021 through June 18, 2021, Defendants owed Plaintiffs a duty to
 23 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
 24 Constitution, state law and administrative code as previously cited.

1 3973. Defendants breached this duty by redacting Plaintiff's contact information out of
2 Plaintiffs listing #234299.

3
4 3974. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
5 a loss of income and emotional distress by redacting Plaintiff's contact information out
6 of Plaintiffs listing #234299.

7
8 3975. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
9 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
10 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
11 Plaintiffs has to "ensure that all advertising contains accurate claims and
12 representations, and **fully states** (emphasis added) factual material relating to the
13 information advertised; and the duties a salesperson or broker has to not misrepresent
14 the facts or create misleading impressions pursuant to Arizona Administrative Code
15 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #234299
16 collectively attached as Exhibit 135).

17
18 3976. The Defendant's actions foreseeably and proximately caused a loss of income
19 and/or potential income and caused emotional distress to the Plaintiffs as well as the
20 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
21 version of listing #234299 collectively attached as Exhibit 135).

22
23 **COUNT 882**

24 **NEGLEGEANCE**

1 3977. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3976 of
2 Plaintiff's Complaint.

3
4 3978. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 3979. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 3980. From March 19, 2021 through June 18, 2021, Defendants owed Plaintiffs a duty to
15 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
16 Constitution and state law and administrative code as previously cited.

17
18 3981. From March 19, 2021 through June 18, 2021, Defendants breached this duty by
19 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
20 Constitution when Defendants, through the Supra lockboxes by excluding access to
21 the home listed in Plaintiffs listing #234299 to only WMAR members and not all real
22 estate brokers and agents licensed in Arizona,

1 3982. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
2 buyers and sellers

3
4 3983. Defendant's breach foreseeably and proximately caused a loss of income and
5 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
6 by excluding access through the Supra Lockboxes to Plaintiffs listing #234299. (See
7 Exhibit 9). (See private and public version of listing #234299 collectively attached as
8 Exhibit 135).

9
10 **COUNT 883**

11 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

12
13 3984. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3983 of
14 Plaintiff's Complaint.

15
16 3985. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
21 3986. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with the ADRE Rules including the rules that the broker (in this case the
23 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
24 estate matters and discipline related to real estate agents and brokers.

1
2 3987. From March 19, 2021 through June 18, 2021, there existed a valid contractual
3 relationship between the Plaintiffs and their client for listing #234299 and/or a business
4 expectancy. The Defendants had knowledge of this relationship and/or business
5 expectancy. The Defendants intentionally interfered with this contract and/or business
6 expectancy which induced or caused a breach when Defendants redacted Plaintiff's
7 contact information out of Plaintiffs listing #234299, causing Plaintiffs to lose potential
8 buyers causing a loss of income, placing Plaintiff's real estate brokerage license at
9 risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant
10 to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that
11 all advertising contains accurate claims and representations, and **fully states**
12 (emphasis added) factual material relating to the information advertised. A
13 salesperson or broker shall not misrepresent the facts or create misleading
14 impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit
15 9). (See private and public version of listing #234299 collectively attached as Exhibit
16 135). As such, the Defendants actions were improper.

17
18 **COUNT 884**

19 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
20

21 3988. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3987 of
22 Plaintiff's Complaint.
23
24

1 3989. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 3990. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 3991. From March 19, 2021 through June 18, 2021, there existed a valid contractual
12 relationship and/or business expectancy between the Plaintiffs and their client for
13 listing # 234299 and/or others. The Defendants had knowledge of this relationship
14 and/or business expectancy. The Defendants intentionally interfered with this
15 contract and or business expectancy which induced or caused a breach when the
16 Defendants through the Supra lockboxes excluded access to the home listed in
17 Plaintiffs listing #234299 to only WMAR members and not all real estate brokers and
18 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
19 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
20 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
21 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
22 advertising contains accurate claims and representations, and **fully states** (emphasis
23 added) factual material relating to the information advertised. A salesperson or broker
24 shall not misrepresent the facts or create misleading impressions." pursuant to

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
2 version of listing #234299 collectively attached as Exhibit 135). As such, the
3 Defendants actions were improper

4
5 **COUNT 885**

6 **AIDING AND ABETTING TORTIOUS CONDUCT**

7
8 3992. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3991 of
9 Plaintiff's Complaint.

10
11 3993. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
16 3994. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 3995. From March 19, 2021 through June 18, 2021, all or some of the Defendants knew
22 that all or some of them were committing an intentional tort when the Defendants
23 redacted Plaintiff's contact information out of Plaintiffs listing #234299. The
24 Defendants knew that this conduct constituted a breach of duty. And the Defendants

1 substantially assisted or encouraged the primary tortfeasor in the achievement of the
2 breach.

3
4 3996. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
6 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
8 accurate claims and representations, and fully states (emphasis added) factual
9 material relating to the information advertised. A salesperson or broker shall not
10 misrepresent the facts or create misleading impressions." pursuant to Arizona
11 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
12 of listing #234299 collectively attached as Exhibit 135).

13
14 **COUNT 886**

15 **AIDING AND ABETTING TORTIOUS CONDUCT**

16
17 3997. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 3996 of
18 Plaintiff's Complaint.

19
20 3998. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 3999. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 4000. From March 19, 2021 through June 18, 2021, all or some of the Defendants knew
7 that all or some of them were committing an intentional tort when the Defendants
8 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #
9 234299 to only WMAR members and not all real estate brokers and agents licensed
10 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
11 the Defendants substantially assisted or encouraged the primary tortfeasor in the
12 achievement of the breach.

13
14 4001. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and **fully states** (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C). (See Exhibit 9). (See private and public version of listing #234299 collectively
22 attached as Exhibit 135).

BREACH OF CONTRACT

4002. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4001 of Plaintiff's Complaint.

4003. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4004. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4005. From March 23, 2021 through July 30, 2021, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #234358, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #234358 collectively
2 attached as Exhibit 136).

3
4 **COUNT 888**

5 **BREACH OF CONTRACT**

6
7 4006. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4005 of
8 Plaintiff's Complaint.

9
10 4007. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4008. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4009. On March 23, 2021 through July 30, 2021, Defendants breached their duty when
21 Defendants, through the Supra lockboxes excluded access to the home listed in
22 Plaintiffs listing #234358 to only WMAR members and not all real estate brokers and
23 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
24 of income and infringing on the duties the Plaintiffs have to supervise all advertising

1 pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients.
2 (See Exhibit 9). (See private and public version of listing #234358 collectively
3 attached as Exhibit 136).

4
5 **COUNT 889**

6 **ANTITRUST LAWS**

7
8 4010. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4009 of
9 Plaintiff's Complaint.

10
11 4011. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
16 4012. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with federal and state antitrust laws and the ADRE Rules including the
18 rules that the broker (in this case the Plaintiff) supervises all advertising and that
19 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
20 estate agents and brokers.

21
22 4013. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
23 1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 4014. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 4015. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 4016. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 4017. From March 23, 2021 to July 30, 2021 the Defendants restricted commerce and
5 excluded competition by unlawfully and systematically redacting and excluding and
6 interfering with information in the Plaintiff's advertisements and limiting access to
7 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
8 Plaintiffs had for sale in Plaintiffs listing #234358. As such, Defendants are liable for
9 treble damages under this cause of action. (See private and public version of listing
10 #234358 collectively attached as Exhibit 136).

11
12 **COUNT 890**

13 **FIRST AMENDMENT**

14
15 4018. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4017 of
16 Plaintiff's Complaint.

17
18 4019. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 4020. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 4021. From March 23, 2021 through July 30, 2021, Defendants acted as a quasi -
 5 government actor and infringed on the Plaintiff's advertising in violation of the First
 6 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
 7 Plaintiffs listing #234358, causing Plaintiffs to lose potential buyers causing a loss of
 8 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 9 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 11 advertising contains accurate claims and representations, and fully states (emphasis
 12 added) factual material relating to the information advertised. A salesperson or broker
 13 shall not misrepresent the facts or create misleading impressions." pursuant to
 14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 15 version of listing #234358 collectively attached as Exhibit 136).

16
 17 **COUNT 891**

18 **FIRST AMENDMENT**

19
 20 4022. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4021 of
 21 Plaintiff's Complaint.

22
 23 4023. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 4024. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 4025. On March 23, 2021 through July 30, 2021, Defendants acted as a quasi -
10 government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
12 excluded access to the home listed in Plaintiffs listing #234358 to only WMAR
13 members and not all real estate brokers and agents licensed in Arizona, causing
14 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
15 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
17 version of listing #234358 collectively attached as Exhibit 136).

18
19 **COUNT 892**

20 **NEGLEGENCE**

21
22 4026. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4025 of
23 Plaintiff's Complaint.

1 4027. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4028. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4029. From March 23, 2021 through July 30, 2021, Defendants owed Plaintiffs a duty to
12 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
13 Constitution, state law and administrative code as previously cited.

14
15 4030. Defendants breached this duty by redacting Plaintiff's contact information out of
16 Plaintiffs listing #234358.

17
18 4031. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
19 a loss of income and emotional distress by redacting Plaintiff's contact information out
20 of Plaintiffs listing #234358.

21
22 4032. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
23 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
24 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties

1 Plaintiffs has to “ensure that all advertising contains accurate claims and
2 representations, and **fully states** (emphasis added) factual material relating to the
3 information advertised; and the duties a salesperson or broker has to not misrepresent
4 the facts or create misleading impressions pursuant to Arizona Administrative Code
5 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #234358
6 collectively attached as Exhibit 136).

7
8 4033. The Defendant’s actions foreseeably and proximately caused a loss of income
9 and/or potential income and caused emotional distress to the Plaintiffs as well as the
10 potential loss of Plaintiff’s real estate license. (See Exhibit 9). (See private and public
11 version of listing #234358 collectively attached as Exhibit 136).

12
13 **COUNT 893**

14 **NEGLEGENCE**

15
16 4034. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4033 of
17 Plaintiff’s Complaint.

18
19 4035. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

1 4036. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 4037. From March 23, 2021 through July 30, 2021, Defendants owed Plaintiffs a duty to
7 not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S.
8 Constitution and state law and administrative code as previously cited.

9
10 4038. From March 23, 2021 through July 30, 2021, Defendants breached this duty by
11 infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S.
12 Constitution when Defendants, through the Supra lockboxes by excluding access to
13 the home listed in Plaintiffs listing #234358 to only WMAR members and not all real
14 estate brokers and agents licensed in Arizona,

15
16 4039. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
17 buyers and sellers

18
19 4040. Defendant's breach foreseeably and proximately caused a loss of income and
20 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
21 by excluding access through the Supra Lockboxes to Plaintiffs listing #234358. (See
22 Exhibit 9). (See private and public version of listing #234358 collectively attached as
23 Exhibit 136).

COUNT 894

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

4041. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4040 of Plaintiff's Complaint.

4042. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4043. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4044. From March 23, 2021 through July 30, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing # 234299 and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #234358, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
 2 Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing #234358 collectively
 7 attached as Exhibit 136). As such, the Defendants actions were improper.

9 **COUNT 895**

10 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

11
 12 4045. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4044 of
 13 Plaintiff’s Complaint.

14
 15 4046. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 4047. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1 4048. From March 23, 2021 through July 30, 2021, there existed a valid contractual
2 relationship and/or business expectancy between the Plaintiffs and their client for
3 listing #234358 and/or others. The Defendants had knowledge of this relationship
4 and/or business expectancy. The Defendants intentionally interfered with this
5 contract and or business expectancy which induced or caused a breach when the
6 Defendants through the Supra lockboxes excluded access to the home listed in
7 Plaintiffs listing #234358 to only WMAR members and not all real estate brokers and
8 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
9 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
10 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
11 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and **fully states** (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
16 version of listing #234358 collectively attached as Exhibit 136). As such, the
17 Defendants actions were improper

18
19 **COUNT 896**

20 **AIDING AND ABETTING TORTIOUS CONDUCT**

21
22 4049. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4048 of
23 Plaintiff's Complaint.
24

1 4050. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4051. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4052. From March 23, 2021 through July 30, 2021, all or some of the Defendants knew
12 that all or some of them were committing an intentional tort when the Defendants
13 redacted Plaintiff's contact information out of Plaintiffs listing #234358. The
14 Defendants knew that this conduct constituted a breach of duty. And the Defendants
15 substantially assisted or encouraged the primary tortfeasor in the achievement of the
16 breach.

17
18 4053. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
22 accurate claims and representations, and **fully states** (emphasis added) factual
23 material relating to the information advertised. A salesperson or broker shall not
24 misrepresent the facts or create misleading impressions." pursuant to Arizona

1 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
2 of listing #234358 collectively attached as Exhibit 136).

3
4 **COUNT 897**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**

6
7 4054. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4053 of
8 Plaintiff's Complaint.

9
10 4055. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4056. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4057. From March 23, 2021 through July 30, 2021, all or some of the Defendants knew
21 that all or some of them were committing an intentional tort when the Defendants
22 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
23 #234358 to only WMAR members and not all real estate brokers and agents licensed
24 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And

1 the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 4058. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
8 and representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or
10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
11 502(C). (See Exhibit 9). (See private and public version of listing #234358 collectively
12 attached as Exhibit 136).

13
14 **COUNT 898**

15 **BREACH OF CONTRACT**

16
17 4059. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4058 of
18 Plaintiff's Complaint.

19
20 4060. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 4061. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 4062. From May 28, 2021 through January 21, 2022 and continuing, Defendants
7 breached and are breaching their duty when Defendants redacted Plaintiff's contact
8 information out of Plaintiffs listing # 235621, causing Plaintiffs to lose potential buyers
9 causing a loss of income, placing Plaintiff's real estate brokerage license at risk and
10 infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
11 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and **fully states** (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
16 version of listing #235621 collectively attached as Exhibit 137).

17
18 **COUNT 899**

19 **BREACH OF CONTRACT**

20
21 4063. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4062 of
22 Plaintiff's Complaint.

1 4064. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4065. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4066. On May 28, 2021 through January 21, 2021 and continuing, Defendants breached
12 their duty when Defendants, through the Supra lockboxes excluded access to the
13 home listed in Plaintiffs listing #235621 to only WMAR members and not all real estate
14 brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers
15 causing a loss of income and infringing on the duties the Plaintiffs have to supervise
16 all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties
17 to their clients. (See Exhibit 9). (See private and public version of listing #235621
18 collectively attached as Exhibit 137).

19
20 **COUNT 900**

21 **ANTITRUST LAWS**

22
23 4067. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4066 of
24 Plaintiff's Complaint.

1
2 4068. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 4069. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with federal and state antitrust laws and the ADRE Rules including the
9 rules that the broker (in this case the Plaintiff) supervises all advertising and that
10 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
11 estate agents and brokers.

12
13 4070. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
14 1402 states:
15 "A contract, combination or conspiracy between two or more persons in restraint of , or to
16 monopolize, trade or commerce, any part which is within this state is unlawful."

17
18 4071. A.R.S. 44-1403 further states:
19 "The establishment, maintenance or use of a monopoly or an attempt to establish a
20 monopoly of trade or commerce, any part of which is within this state, by any person for
21 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

22
23 4072. The Defendant's actions also violate federal antitrust laws including the Sherman
24 Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 4073. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 4074. From May 28, 2021 to January 21, 2021 and continuing the Defendants restricted
19 commerce and excluded competition by unlawfully and systematically redacting and
20 excluding and interfering with information in the Plaintiff’s advertisements and limiting
21 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
22 the homes Plaintiffs had for sale in Plaintiffs listing # 235621. As such, Defendants
23 are liable for treble damages under this cause of action. (See private and public
24 version of listing #235621 collectively attached as Exhibit 137).

COUNT 901

FIRST AMENDMENT

4075. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4074 of Plaintiff's Complaint.

4076. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4077. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4078. From May 28, 2021 through January 21, 2022 and continuing, Defendants acted as a quasi -government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing #235621, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing #235621 collectively attached as Exhibit 137).

6 **COUNT 902**

7 **FIRST AMENDMENT**

8
 9 4079. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4078 of
 10 Plaintiff's Complaint.

11
 12 4080. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 4081. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 4082. On May 28, 2021 through January 21, 2022 and continuing, Defendants acted as
 23 a quasi -government actor and infringed on the Plaintiff's advertising in violation of the
 24 First Amendment of the U.S. Constitution when Defendants, through the Supra

lockboxes excluded access to the home listed in Plaintiffs listing # 235621 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #235621 collectively attached as Exhibit 137).

COUNT 903

NEGLEGENCE

4083. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4082 of Plaintiff's Complaint.

4084. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4085. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1 4086. From May 28, 2021 through January 21, 2022 and continuing, Defendants owed
2 Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First
3 Amendment of the U.S. Constitution, state law and administrative code as previously
4 cited.

5
6 4087. Defendants breached this duty by redacting Plaintiff's contact information out of
7 Plaintiffs listing #235621,

8
9 4088. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
10 a loss of income and emotional distress by redacting Plaintiff's contact information out
11 of Plaintiffs listing #235621.

12
13 4089. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
14 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
15 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
16 Plaintiffs has to "ensure that all advertising contains accurate claims and
17 representations, and **fully states** (emphasis added) factual material relating to the
18 information advertised; and the duties a salesperson or broker has to not misrepresent
19 the facts or create misleading impressions pursuant to Arizona Administrative Code
20 R4-24-502(C). (See Exhibit 9). (See private and public version of listing # 235621
21 collectively attached as Exhibit 137).

22
23 4090. The Defendant's actions foreseeably and proximately caused a loss of income
24 and/or potential income and caused emotional distress to the Plaintiffs as well as the

1 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
2 version of listing #235621 collectively attached as Exhibit 137).

3
4 **COUNT 904**

5 **NEGLEGEANCE**

6
7 4091. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4090 of
8 Plaintiff's Complaint.

9
10 4092. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4093. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4094. From May 28, 2021 through January 21, 2022 and continuing, Defendants owed
21 Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First
22 Amendment of the U.S. Constitution and state law and administrative code as
23 previously cited.

1 4095. From May 28, 2021 through January 21, 2022 and continuing, Defendants
2 breached this duty by infringing on the Plaintiff's advertising in violation of the First
3 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
4 by excluding access to the home listed in Plaintiffs listing #235621 to only WMAR
5 members and not all real estate brokers and agents licensed in Arizona,

6
7 4096. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
8 buyers and sellers

9
10 4097. Defendant's breach foreseeably and proximately caused a loss of income and
11 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
12 by excluding access through the Supra Lockboxes to Plaintiffs listing #235621. (See
13 Exhibit 9). (See private and public version of listing #235621 collectively attached as
14 Exhibit 137).

15
16 **COUNT 905**

17 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

18
19 4098. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4097 of
20 Plaintiff's Complaint.

21
22 4099. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 4100. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 4101. From May 28, 2021 through January 21, 2022 and continuing, there existed a valid
10 contractual relationship between the Plaintiffs and their client for listing # 235621
11 and/or a business expectancy. The Defendants had knowledge of this relationship
12 and/or business expectancy. The Defendants intentionally interfered with this contract
13 and/or business expectancy which induced or caused a breach when Defendants
14 redacted Plaintiff's contact information out of Plaintiffs listing #235621, causing
15 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
16 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
17 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
18 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing #235621 collectively
23 attached as Exhibit 137). As such, the Defendants actions were improper.

COUNT 906

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

4102. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4101 of Plaintiff's Complaint.

4103. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4104. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4105. From May 28, 2021 through January 21, 2022 and continuing, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing # 235621 and/or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #235621 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing #235621 collectively attached as Exhibit 137). As such, the
 9 Defendants actions were improper

11 **COUNT 907**

12 **AIDING AND ABETTING TORTIOUS CONDUCT**

13
 14 4106. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4105 of
 15 Plaintiff's Complaint.

16
 17 4107. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
 22 4108. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 4109. From May 28, 2021 through January 21, 2022 and continuing, all or some of the
5 Defendants knew that all or some of them were committing an intentional tort when
6 the Defendants redacted Plaintiff's contact information out of Plaintiffs listing #235621.
7 The Defendants knew that this conduct constituted a breach of duty. And the
8 Defendants substantially assisted or encouraged the primary tortfeasor in the
9 achievement of the breach.

10
11 4110. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
12 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
13 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
14 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
15 accurate claims and representations, and fully states (emphasis added) factual
16 material relating to the information advertised. A salesperson or broker shall not
17 misrepresent the facts or create misleading impressions." pursuant to Arizona
18 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
19 of listing #235621 collectively attached as Exhibit 137).

20
21 **COUNT 908**

22 **AIDING AND ABETTING TORTIOUS CONDUCT**
23
24

1 4111. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4110 of
2 Plaintiff's Complaint.

3
4 4112. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 4113. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 4114. From May 28, 2021 through January 21, 2022 and continuing, all or some of the
15 Defendants knew that all or some of them were committing an intentional tort when
16 the Defendants through the Supra lockboxes excluded access to the home listed in
17 Plaintiffs listing #235621 to only WMAR members and not all real estate brokers and
18 agents licensed in Arizona. The Defendants knew that this conduct constituted a
19 breach of duty. And the Defendants substantially assisted or encouraged the primary
20 tortfeasor in the achievement of the breach.

21
22 4115. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
23 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
24 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-

1 502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate claims
2 and representations, and **fully states** (emphasis added) factual material relating to the
3 information advertised. A salesperson or broker shall not misrepresent the facts or
4 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
5 502(C). (See Exhibit 9). (See private and public version of listing #235621 collectively
6 attached as Exhibit 137).

7
8 **COUNT 909**

9 **BREACH OF CONTRACT**

10
11 4116. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4115 of
12 Plaintiff's Complaint.

13
14 4117. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
16 and access to homes and commercial property through lockboxes (Supra since at
17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
19 4118. Despite anything written to the contrary, Defendants were aware that Plaintiffs
20 must comply with the ADRE Rules including the rules that the broker (in this case the
21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
22 estate matters and discipline related to real estate agents and brokers.

1 4119. From June 17, 2021, through September 13, 2021, Defendants breached their duty
2 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
3 236041, causing Plaintiffs to lose potential buyers causing a loss of income, placing
4 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
5 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
6 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
7 and representations, and **fully states** (emphasis added) factual material relating to the
8 information advertised. A salesperson or broker shall not misrepresent the facts or
9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
10 502(C). (See Exhibit 9). (See private and public version of listing #236041 collectively
11 attached as Exhibit 138).

12
13 **COUNT 910**

14 **BREACH OF CONTRACT**

15
16 4120. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4119 of
17 Plaintiff's Complaint.

18
19 4121. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 4122. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 4123. On June 17, 2021 through September 13, 2021, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing #236041 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing #236041
13 collectively attached as Exhibit 138).

14
15 **COUNT 911**

16 **ANTITRUST LAWS**

17
18 4124. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4123 of
19 Plaintiff's Complaint.

20
21 4125. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 4126. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with federal and state antitrust laws and the ADRE Rules including the
4 rules that the broker (in this case the Plaintiff) supervises all advertising and that
5 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
6 estate agents and brokers.

7
8 4127. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
9 1402 states:

10 "A contract, combination or conspiracy between two or more persons in restraint of , or to
11 monopolize, trade or commerce, any part which is within this state is unlawful."

12
13 4128. A.R.S. 44-1403 further states:

14 "The establishment, maintenance or use of a monopoly or an attempt to establish a
15 monopoly of trade or commerce, any part of which is within this state, by any person for
16 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

17
18 4129. The Defendant's actions also violate federal antitrust laws including the Sherman
19 Act. 15 U.S. Code § 1 states:

20
21 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
22 states, or with foreign nations, is declared illegal. Every person who shall make any
23 contract or engage in any combination conspiracy hereby declared to be illegal shall be
24 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not

1 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
2 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
3 court.”

4
5 4130. 15 U.S. Code § 15(a) further states:

6
7 “...[A]ny person who shall be injured in his business or property by any reason of anything
8 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
9 threefold the damages by him sustained, and the cost of suit, including a reasonable
10 attorney’s fee. The court may award...simple interest on actual damages for the period
11 beginning on the date of service”.

12
13 4131. From June 17, 2021 to September 13, 2021 the Defendants restricted commerce
14 and excluded competition by unlawfully and systematically redacting and excluding
15 and interfering with information in the Plaintiff’s advertisements and limiting access to
16 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
17 Plaintiffs had for sale in Plaintiffs listing #236041. As such, Defendants are liable for
18 treble damages under this cause of action. (See private and public version of listing
19 #236041 collectively attached as Exhibit 138).

20
21 **COUNT 912**

22 **FIRST AMENDMENT**
23
24

1 4132. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4131 of
2 Plaintiff's Complaint.

3
4 4133. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 4134. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 4135. From June 17, 2021 through September 13, 2021, Defendants acted as a quasi -
15 government actor and infringed on the Plaintiff's advertising in violation of the First
16 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
17 Plaintiffs listing #236041, causing Plaintiffs to lose potential buyers causing a loss of
18 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
19 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
20 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
21 advertising contains accurate claims and representations, and **fully states** (emphasis
22 added) factual material relating to the information advertised. A salesperson or broker
23 shall not misrepresent the facts or create misleading impressions." pursuant to
24

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
2 version of listing #236041 collectively attached as Exhibit 138).

3
4 **COUNT 913**

5 **FIRST AMENDMENT**

6
7 4136. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4135 of
8 Plaintiff's Complaint.

9
10 4137. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4138. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4139. On June 17, 2021 through September 13, 2021, Defendants acted as a quasi -
21 government actor and infringed on the Plaintiff's advertising in violation of the First
22 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
23 excluded access to the home listed in Plaintiffs listing # 236041 to only WMAR
24 members and not all real estate brokers and agents licensed in Arizona, causing

1 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 2 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 3 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 4 version of listing #236041 collectively attached as Exhibit 138).

5
 6 **COUNT 914**

7 **NEGLEGENCE**

8
 9 4140. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4139 of
 10 Plaintiff's Complaint.

11
 12 4141. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 4142. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 4143. From June 17, 2021 through October 20, 2020, Defendants owed Plaintiffs a duty
 23 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
 24 U.S. Constitution, state law and administrative code as previously cited.

1
2 4144. Defendants breached this duty by redacting Plaintiff's contact information out of
3 Plaintiffs listing #236041.

4
5 4145. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
6 a loss of income and emotional distress by redacting Plaintiff's contact information out
7 of Plaintiffs listing #236041.

8
9 4146. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
10 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
12 Plaintiffs has to "ensure that all advertising contains accurate claims and
13 representations, and **fully states** (emphasis added) factual material relating to the
14 information advertised; and the duties a salesperson or broker has to not misrepresent
15 the facts or create misleading impressions pursuant to Arizona Administrative Code
16 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #236041
17 collectively attached as Exhibit 125).

18
19 4147. The Defendant's actions foreseeably and proximately caused a loss of income
20 and/or potential income and caused emotional distress to the Plaintiffs as well as the
21 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
22 version of listing #236041 collectively attached as Exhibit 138).

NEGLEGEANCE

4148. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4147 of Plaintiff's Complaint.

4149. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4150. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4151. From June 17, 2021 through September 13, 2021, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution and state law and administrative code as previously cited.

4152. From June 17, 2021 through September 13, 2021, Defendants breached this duty by infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes by excluding access to the home listed in Plaintiffs listing #236041 to only WMAR members and not all real estate brokers and agents licensed in Arizona,

1 4153. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
2 buyers and sellers.

3
4 4154. Defendant's breach foreseeably and proximately caused a loss of income and
5 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
6 by excluding access through the Supra Lockboxes to Plaintiffs listing #236041. (See
7 Exhibit 9). (See private and public version of listing #236041 collectively attached as
8 Exhibit 138).

9
10 **COUNT 916**

11 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

12
13 4155. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4154 of
14 Plaintiff's Complaint.

15
16 4156. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
21 4157. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with the ADRE Rules including the rules that the broker (in this case the
23 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
24 estate matters and discipline related to real estate agents and brokers.

1
2 4158. From June 17, 2021 through September 13, 2021, there existed a valid contractual
3 relationship between the Plaintiffs and their client for listing #236041 and/or a business
4 expectancy. The Defendants had knowledge of this relationship and/or business
5 expectancy. The Defendants intentionally interfered with this contract and/or business
6 expectancy which induced or caused a breach when Defendants redacted Plaintiff's
7 contact information out of Plaintiffs listing #236041, causing Plaintiffs to lose potential
8 buyers causing a loss of income, placing Plaintiff's real estate brokerage license at
9 risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant
10 to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that
11 all advertising contains accurate claims and representations, and **fully states**
12 (emphasis added) factual material relating to the information advertised. A
13 salesperson or broker shall not misrepresent the facts or create misleading
14 impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit
15 9). (See private and public version of listing #236041 collectively attached as Exhibit
16 138). As such, the Defendants actions were improper.

17
18 **COUNT 917**

19 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
20

21 4159. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4158 of
22 Plaintiff's Complaint.
23
24

1 4160. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4161. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4162. From June 17, 2021 through September 13, 2021, there existed a valid contractual
12 relationship and/or business expectancy between the Plaintiffs and their client for
13 listing #236041 and/or others. The Defendants had knowledge of this relationship
14 and/or business expectancy. The Defendants intentionally interfered with this
15 contract and or business expectancy which induced or caused a breach when the
16 Defendants through the Supra lockboxes excluded access to the home listed in
17 Plaintiffs listing #236041 to only WMAR members and not all real estate brokers and
18 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
19 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
20 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
21 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
22 advertising contains accurate claims and representations, and **fully states** (emphasis
23 added) factual material relating to the information advertised. A salesperson or broker
24 shall not misrepresent the facts or create misleading impressions." pursuant to

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
2 version of listing #236041 collectively attached as Exhibit 138). As such, the
3 Defendants actions were improper.

4
5 **COUNT 918**

6 **AIDING AND ABETTING TORTIOUS CONDUCT**

7
8 4163. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4162 of
9 Plaintiff's Complaint.

10
11 4164. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
16 4165. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 4166. From June 17, 2021 through September 13, 2021, all or some of the Defendants
22 knew that all or some of them were committing an intentional tort when the Defendants
23 redacted Plaintiff's contact information out of Plaintiffs listing # 236041. The
24 Defendants knew that this conduct constituted a breach of duty. And the Defendants

1 substantially assisted or encouraged the primary tortfeasor in the achievement of the
2 breach.

3
4 4167. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
6 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
8 accurate claims and representations, and fully states (emphasis added) factual
9 material relating to the information advertised. A salesperson or broker shall not
10 misrepresent the facts or create misleading impressions." pursuant to Arizona
11 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
12 of listing #236041 collectively attached as Exhibit 138).

13
14 **COUNT 919**

15 **AIDING AND ABETTING TORTIOUS CONDUCT**

16
17 4168. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4167 of
18 Plaintiff's Complaint.

19
20 4169. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 4170. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 4171. From June 17, 2021 through September 13, 2021, all or some of the Defendants
7 knew that all or some of them were committing an intentional tort when the Defendants
8 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
9 #236041 to only WMAR members and not all real estate brokers and agents licensed
10 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
11 the Defendants substantially assisted or encouraged the primary tortfeasor in the
12 achievement of the breach.

13
14 4172. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and **fully states** (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C). (See Exhibit 9). (See private and public version of listing #236041 collectively
22 attached at Exhibit 138).

BREACH OF CONTRACT

4173. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4172 of Plaintiff's Complaint.

4174. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4175. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4176. From August 2, 2021, through September 20, 2021, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 236913, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #236913 collectively
2 attached as Exhibit 139).

3
4 **COUNT 921**

5 **BREACH OF CONTRACT**

6
7 4177. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4176 of
8 Plaintiff's Complaint.

9
10 4178. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4179. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4180. On August 2, 2021 through September 20, 2021, Defendants breached their duty
21 when Defendants, through the Supra lockboxes excluded access to the home listed
22 in Plaintiffs listing #236913 to only WMAR members and not all real estate brokers
23 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
24 loss of income and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
 2 their clients. (See Exhibit 9). (See private and public version of listing #236913
 3 collectively attached as Exhibit 139).

4
 5 **COUNT 922**

6 **ANTITRUST LAWS**

7
 8 4181. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4180 of
 9 Plaintiff's Complaint.

10
 11 4182. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
 16 4183. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with federal and state antitrust laws and the ADRE Rules including the
 18 rules that the broker (in this case the Plaintiff) supervises all advertising and that
 19 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
 20 estate agents and brokers.

21
 22 4184. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
 23 1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 4185. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 4186. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 4187. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 4188. From August 2, 2021 to September 20, 2021 the Defendants restricted commerce
5 and excluded competition by unlawfully and systematically redacting and excluding
6 and interfering with information in the Plaintiff's advertisements and limiting access to
7 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
8 Plaintiffs had for sale in Plaintiffs listing #236913. As such, Defendants are liable for
9 treble damages under this cause of action. (See private and public version of listing
10 #236913 collectively attached as Exhibit 136).

11
12 **COUNT 923**

13 **FIRST AMENDMENT**

14
15 4189. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4188 of
16 Plaintiff's Complaint.

17
18 4190. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 4191. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 2 estate matters and discipline related to real estate agents and brokers.

3
 4 4192. From August 2, 2021 through September 20, 2021, Defendants acted as a quasi -
 5 government actor and infringed on the Plaintiff's advertising in violation of the First
 6 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
 7 Plaintiffs listing #236913, causing Plaintiffs to lose potential buyers causing a loss of
 8 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 9 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 11 advertising contains accurate claims and representations, and fully states (emphasis
 12 added) factual material relating to the information advertised. A salesperson or broker
 13 shall not misrepresent the facts or create misleading impressions." pursuant to
 14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 15 version of listing #236913 collectively attached as Exhibit 139).

16
 17 **COUNT 924**

18 **FIRST AMENDMENT**

19
 20 4193. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4192 of
 21 Plaintiff's Complaint.

22
 23 4194. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 4195. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 4196. On August 2, 2021 through September 20, 2021, Defendants acted as a quasi -
10 government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
12 excluded access to the home listed in Plaintiffs listing #236913 to only WMAR
13 members and not all real estate brokers and agents licensed in Arizona, causing
14 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
15 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
17 version of listing #236913 collectively attached as Exhibit 139).

18
19 **COUNT 925**

20 **NEGLEGENCE**

21
22 4197. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4196 of
23 Plaintiff's Complaint.

1 4198. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4199. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4200. From August 2, 2021 through September 20, 2021, Defendants owed Plaintiffs a
12 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
13 the U.S. Constitution, state law and administrative code as previously cited.

14
15 4201. Defendants breached this duty by redacting Plaintiff's contact information out of
16 Plaintiffs listing #236913.

17
18 4202. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
19 a loss of income and emotional distress by redacting Plaintiff's contact information out
20 of Plaintiffs listing #236913.

21
22 4203. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
23 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
24 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties

1 Plaintiffs has to “ensure that all advertising contains accurate claims and
2 representations, and **fully states** (emphasis added) factual material relating to the
3 information advertised; and the duties a salesperson or broker has to not misrepresent
4 the facts or create misleading impressions pursuant to Arizona Administrative Code
5 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #236913
6 collectively attached as Exhibit 139).

7
8 4204. The Defendant’s actions foreseeably and proximately caused a loss of income
9 and/or potential income and caused emotional distress to the Plaintiffs as well as the
10 potential loss of Plaintiff’s real estate license. (See Exhibit 9). (See private and public
11 version of listing #236913 collectively attached as Exhibit 139).

12
13 **COUNT 926**

14 **NEGLEGEANCE**

15
16 4205. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4204 of
17 Plaintiff’s Complaint.

18
19 4206. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

1 4207. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 4208. From August 2, 2021 through September 20, 2021, Defendants owed Plaintiffs a
7 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
8 the U.S. Constitution and state law and administrative code as previously cited.

9
10 4209. From August 2, 2021 through September 20, 2021, Defendants breached this duty
11 by infringing on the Plaintiff's advertising in violation of the First Amendment of the
12 U.S. Constitution when Defendants, through the Supra lockboxes by excluding access
13 to the home listed in Plaintiffs listing #236913 to only WMAR members and not all
14 real estate brokers and agents licensed in Arizona,

15
16 4210. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
17 buyers and sellers.

18
19 4211. Defendant's breach foreseeably and proximately caused a loss of income and
20 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
21 by excluding access through the Supra Lockboxes to Plaintiffs listing # 236913. (See
22 Exhibit 9). (See private and public version of listing #236913 collectively attached as
23 Exhibit 139).

COUNT 927

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

4212. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4211 of Plaintiff's Complaint.

4213. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4214. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4215. From August 2, 2021 through September 20, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing #236913 and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #236913, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to

1 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 2 duties Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing #236913 collectively
 7 attached as Exhibit 139). As such, the Defendants actions were improper.

8 9 **COUNT 928**

10 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

11
 12 4216. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4215 of
 13 Plaintiff's Complaint.

14
 15 4217. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
 20 4218. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1 4219. From August 2, 2021 through September 20, 2021, there existed a valid
2 contractual relationship and/or business expectancy between the Plaintiffs and their
3 client for listing #236913 and/or others. The Defendants had knowledge of this
4 relationship and/or business expectancy. The Defendants intentionally interfered with
5 this contract and or business expectancy which induced or caused a breach when the
6 Defendants through the Supra lockboxes excluded access to the home listed in
7 Plaintiffs listing #236913 to only WMAR members and not all real estate brokers and
8 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
9 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
10 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
11 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and **fully states** (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
16 version of listing #236913 collectively attached as Exhibit 139). As such, the
17 Defendants actions were improper.

18
19 **COUNT 929**

20 **AIDING AND ABETTING TORTIOUS CONDUCT**

21
22 4220. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4221 of
23 Plaintiff's Complaint.
24

1 4221. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4222. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4223. From August 2, 2021 through September 20, 2021, all or some of the Defendants
12 knew that all or some of them were committing an intentional tort when the Defendants
13 redacted Plaintiff's contact information out of Plaintiffs listing #236913. The
14 Defendants knew that this conduct constituted a breach of duty. And the Defendants
15 substantially assisted or encouraged the primary tortfeasor in the achievement of the
16 breach.

17
18 4224. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
22 accurate claims and representations, and **fully states** (emphasis added) factual
23 material relating to the information advertised. A salesperson or broker shall not
24 misrepresent the facts or create misleading impressions." pursuant to Arizona

1 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
2 of listing #236913 collectively attached as Exhibit 139).

3
4 **COUNT 930**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**

6
7 4225. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4224 of
8 Plaintiff's Complaint.

9
10 4226. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4227. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4228. From August 2, 2021 through September 20, 2021, all or some of the Defendants
21 knew that all or some of them were committing an intentional tort when the Defendants
22 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
23 #236913 to only WMAR members and not all real estate brokers and agents licensed
24 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And

1 the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 4229. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
8 and representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or
10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
11 502(C). (See Exhibit 9). (See private and public version of listing #236913 collectively
12 attached at Exhibit 139).

13
14 **COUNT 931**

15 **BREACH OF CONTRACT**

16
17 4230. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4229 of
18 Plaintiff's Complaint.

19
20 4231. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 4232. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 4233. From August 7, 2021, through January 21, 2022 and continuing, Defendants
7 breached their duty when Defendants redacted Plaintiff's contact information out of
8 Plaintiffs listing #237002, causing Plaintiffs to lose potential buyers causing a loss of
9 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
10 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
11 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
12 advertising contains accurate claims and representations, and fully states (emphasis
13 added) factual material relating to the information advertised. A salesperson or broker
14 shall not misrepresent the facts or create misleading impressions." pursuant to
15 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
16 version of listing #237002 collectively attached as Exhibit 140).

17
18 **COUNT 932**

19 **BREACH OF CONTRACT**

20
21 4234. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4233 of
22 Plaintiff's Complaint.

1 4235. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4236. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4237. On August 7, 2021 through January 21, 2022 and continuing, Defendants
12 breached their duty when Defendants, through the Supra lockboxes excluded access
13 to the home listed in Plaintiffs listing #237002 to only WMAR members and not all
14 real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential
15 buyers causing a loss of income and infringing on the duties the Plaintiffs have to
16 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and
17 the duties to their clients. (See Exhibit 9). (See private and public version of listing
18 #237002 collectively attached as Exhibit 140).

19
20 **COUNT 933**

21 **ANTITRUST LAWS**

22
23 4238. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4237 of
24 Plaintiff's Complaint.

1 4239. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4240. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with federal and state antitrust laws and the ADRE Rules including the
8 rules that the broker (in this case the Plaintiff) supervises all advertising and that
9 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
10 estate agents and brokers.

11
12 4241. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
13 1402 states:
14 "A contract, combination or conspiracy between two or more persons in restraint of , or to
15 monopolize, trade or commerce, any part which is within this state is unlawful."

16
17 4242. A.R.S. 44-1403 further states:
18 "The establishment, maintenance or use of a monopoly or an attempt to establish a
19 monopoly of trade or commerce, any part of which is within this state, by any person for
20 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

21
22 4243. The Defendant's actions also violate federal antitrust laws including the Sherman
23 Act. 15 U.S. Code § 1 states:
24

1 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
2 states, or with foreign nations, is declared illegal. Every person who shall make any
3 contract or engage in any combination conspiracy hereby declared to be illegal shall be
4 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
5 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
6 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
7 court.”

8
9 4244. 15 U.S. Code § 15(a) further states:

10
11 “...[A]ny person who shall be injured in his business or property by any reason of anything
12 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
13 threefold the damages by him sustained, and the cost of suit, including a reasonable
14 attorney’s fee. The court may award...simple interest on actual damages for the period
15 beginning on the date of service”.

16
17 4245. From August 7, 2021 to January 21, 2022 and continuing the Defendants restricted
18 commerce and excluded competition by unlawfully and systematically redacting and
19 excluding and interfering with information in the Plaintiff’s advertisements and limiting
20 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
21 the homes Plaintiffs had for sale in Plaintiffs listing #237002. As such, Defendants
22 are liable for treble damages under this cause of action. (See private and public
23 version of listing #237002 collectively attached as Exhibit 140).

COUNT 934

FIRST AMENDMENT

4246. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4245 of Plaintiff's Complaint.

4247. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4248. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4249. From August 7, 2021 through January 21, 2022 and continuing, Defendants acted as a quasi -government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing #237002, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and fully states (emphasis

1 added) factual material relating to the information advertised. A salesperson or broker
 2 shall not misrepresent the facts or create misleading impressions.” pursuant to
 3 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 4 version of listing #237002 collectively attached as Exhibit 140).

5
 6 **COUNT 935**

7 **FIRST AMENDMENT**

8
 9 4250. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4249 of
 10 Plaintiff's Complaint.

11
 12 4251. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 4252. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 4253. On August 7, 2021 through January 21, 2022 and continuing, Defendants acted
 23 as a quasi -government actor and infringed on the Plaintiff's advertising in violation of
 24 the First Amendment of the U.S. Constitution when Defendants, through the Supra

lockboxes excluded access to the home listed in Plaintiffs listing # 236913 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #237002 collectively attached as Exhibit 140).

COUNT 936

NEGLEGENCE

4254. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4253 of Plaintiff's Complaint.

4255. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4256. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1 4257. From August 7, 2021 through January 21, 2022 and continuing, Defendants owed
2 Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First
3 Amendment of the U.S. Constitution, state law and administrative code as previously
4 cited.

5
6 4258. Defendants breached this duty by redacting Plaintiff's contact information out of
7 Plaintiffs listing #237002.

8
9 4259. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
10 a loss of income and emotional distress by redacting Plaintiff's contact information out
11 of Plaintiffs listing # 237002.

12
13 4260. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
14 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
15 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
16 Plaintiffs has to "ensure that all advertising contains accurate claims and
17 representations, and **fully states** (emphasis added) factual material relating to the
18 information advertised; and the duties a salesperson or broker has to not misrepresent
19 the facts or create misleading impressions pursuant to Arizona Administrative Code
20 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #237002
21 collectively attached as Exhibit 140).

22
23 4261. The Defendant's actions foreseeably and proximately caused a loss of income
24 and/or potential income and caused emotional distress to the Plaintiffs as well as the

1 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
2 version of listing #237002 collectively attached as Exhibit 140).

3
4 **COUNT 937**

5 **NEGLEGEANCE**

6
7 4262. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4261 of
8 Plaintiff's Complaint.

9
10 4263. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4264. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4265. From August 7, 2021 through January 21, 2022 and continuing, Defendants owed
21 Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First
22 Amendment of the U.S. Constitution and state law and administrative code as
23 previously cited.

1 4266. From August 7, 2021 through January 21, 2022 and continuing, Defendants
2 breached this duty by infringing on the Plaintiff's advertising in violation of the First
3 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
4 by excluding access to the home listed in Plaintiffs listing #237002 to only WMAR
5 members and not all real estate brokers and agents licensed in Arizona,

6
7 4267. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
8 buyers and sellers.

9
10 4268. Defendant's breach foreseeably and proximately caused a loss of income and
11 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
12 by excluding access through the Supra Lockboxes to Plaintiffs listing #237002. (See
13 Exhibit 9). (See private and public version of listing #237002 collectively attached as
14 Exhibit 140).

15
16 **COUNT 938**

17 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

18
19 4269. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4268 of
20 Plaintiff's Complaint.

21
22 4270. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
24

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 4271. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 4272. From August 7, 2021 through January 21, 2022 and continuing, there existed a
10 valid contractual relationship between the Plaintiffs and their client for listing # 237002
11 and/or a business expectancy. The Defendants had knowledge of this relationship
12 and/or business expectancy. The Defendants intentionally interfered with this contract
13 and/or business expectancy which induced or caused a breach when Defendants
14 redacted Plaintiff's contact information out of Plaintiffs listing #237002, causing
15 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
16 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
17 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
18 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing #237002 collectively
23 attached as Exhibit 140). As such, the Defendants actions were improper.

COUNT 939

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

4273. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4272 of Plaintiff's Complaint.

4274. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4275. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4276. From August 7, 2021 through January 21, 2022 and continuing, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing #237002 and/or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #237002 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing #237002 collectively attached as Exhibit 140). As such, the
 9 Defendants actions were improper.

11 **COUNT 940**

12 **AIDING AND ABETTING TORTIOUS CONDUCT**

13
 14 4277. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4276 of
 15 Plaintiff's Complaint.

16
 17 4278. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
 22 4279. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 4280. From August 7, 2021 through January 21, 2022 and continuing, all or some of the
5 Defendants knew that all or some of them were committing an intentional tort when
6 the Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
7 237002. The Defendants knew that this conduct constituted a breach of duty. And
8 the Defendants substantially assisted or encouraged the primary tortfeasor in the
9 achievement of the breach.

10
11 4281. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
12 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
13 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
14 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
15 accurate claims and representations, and fully states (emphasis added) factual
16 material relating to the information advertised. A salesperson or broker shall not
17 misrepresent the facts or create misleading impressions." pursuant to Arizona
18 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
19 of listing #237002 collectively attached as Exhibit 140).

20
21 **COUNT 941**

22 **AIDING AND ABETTING TORTIOUS CONDUCT**
23
24

1 4282. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4281 of
2 Plaintiff's Complaint.

3
4 4283. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 4284. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 4285. From August 7, 2021 through January 21, 2022 and continuing, all or some of the
15 Defendants knew that all or some of them were committing an intentional tort when
16 the Defendants through the Supra lockboxes excluded access to the home listed in
17 Plaintiffs listing #237002 to only WMAR members and not all real estate brokers and
18 agents licensed in Arizona. The Defendants knew that this conduct constituted a
19 breach of duty. And the Defendants substantially assisted or encouraged the primary
20 tortfeasor in the achievement of the breach.

21
22 4286. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
23 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
24 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-

1 502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate claims
2 and representations, and **fully states** (emphasis added) factual material relating to the
3 information advertised. A salesperson or broker shall not misrepresent the facts or
4 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
5 502(C). (See Exhibit 9). (See private and public version of listing #237002 collectively
6 attached at Exhibit 140).

7
8 **COUNT 942**

9 **BREACH OF CONTRACT**

10
11 4287. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4286 of
12 Plaintiff's Complaint.

13
14 4288. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
16 and access to homes and commercial property through lockboxes (Supra since at
17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
19 4289. Despite anything written to the contrary, Defendants were aware that Plaintiffs
20 must comply with the ADRE Rules including the rules that the broker (in this case the
21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
22 estate matters and discipline related to real estate agents and brokers.

1 4290. From August 12, 2021, through October 20, 2021, Defendants breached their duty
2 when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
3 237093, causing Plaintiffs to lose potential buyers causing a loss of income, placing
4 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
5 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
6 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
7 and representations, and **fully states** (emphasis added) factual material relating to the
8 information advertised. A salesperson or broker shall not misrepresent the facts or
9 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
10 502(C). (See Exhibit 9). (See private and public version of listing #237093 collectively
11 attached as Exhibit 141).

12
13 **COUNT 943**

14 **BREACH OF CONTRACT**

15
16 4291. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4233 of
17 Plaintiff's Complaint.

18
19 4292. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 4293. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 4294. On August 12, 2021 through October 20, 2021, Defendants breached their duty
7 when Defendants, through the Supra lockboxes excluded access to the home listed
8 in Plaintiffs listing #237093 to only WMAR members and not all real estate brokers
9 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
10 loss of income and infringing on the duties the Plaintiffs have to supervise all
11 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
12 their clients. (See Exhibit 9). (See private and public version of listing #237093
13 collectively attached as Exhibit 141).

14
15 **COUNT 944**

16 **ANTITRUST LAWS**

17
18 4295. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4294 of
19 Plaintiff's Complaint.

20
21 4296. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 4297. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with federal and state antitrust laws and the ADRE Rules including the
4 rules that the broker (in this case the Plaintiff) supervises all advertising and that
5 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
6 estate agents and brokers.

7
8 4298. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
9 1402 states:

10 "A contract, combination or conspiracy between two or more persons in restraint of , or to
11 monopolize, trade or commerce, any part which is within this state is unlawful."

12
13 4299. A.R.S. 44-1403 further states:

14 "The establishment, maintenance or use of a monopoly or an attempt to establish a
15 monopoly of trade or commerce, any part of which is within this state, by any person for
16 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

17
18 4300. The Defendant's actions also violate federal antitrust laws including the Sherman
19 Act. 15 U.S. Code § 1 states:

20
21 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
22 states, or with foreign nations, is declared illegal. Every person who shall make any
23 contract or engage in any combination conspiracy hereby declared to be illegal shall be
24 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not

1 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
2 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
3 court.”

4
5 4301. 15 U.S. Code § 15(a) further states:

6
7 “...[A]ny person who shall be injured in his business or property by any reason of anything
8 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
9 threefold the damages by him sustained, and the cost of suit, including a reasonable
10 attorney’s fee. The court may award...simple interest on actual damages for the period
11 beginning on the date of service”.

12
13 4302. From August 12, 2021 to October 20, 2021, the Defendants restricted commerce
14 and excluded competition by unlawfully and systematically redacting and excluding
15 and interfering with information in the Plaintiff’s advertisements and limiting access to
16 Plaintiff’s lockboxes on the homes and requiring that particular lockbox on the homes
17 Plaintiffs had for sale in Plaintiffs listing #237093. As such, Defendants are liable for
18 treble damages under this cause of action. (See private and public version of listing
19 #237093 collectively attached as Exhibit 141).

20
21 **COUNT 945**

22 **FIRST AMENDMENT**
23
24

1 4303. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4302 of
2 Plaintiff's Complaint.

3
4 4304. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 4305. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 4306. From August 12, 2021 through October 20, 2021, Defendants acted as a quasi -
15 government actor and infringed on the Plaintiff's advertising in violation of the First
16 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
17 Plaintiffs listing #237093, causing Plaintiffs to lose potential buyers causing a loss of
18 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
19 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
20 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
21 advertising contains accurate claims and representations, and **fully states** (emphasis
22 added) factual material relating to the information advertised. A salesperson or broker
23 shall not misrepresent the facts or create misleading impressions." pursuant to
24

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
2 version of listing #237093 collectively attached as Exhibit 141).

3
4 **COUNT 946**

5 **FIRST AMENDMENT**

6
7 4307. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4306 of
8 Plaintiff's Complaint.

9
10 4308. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4309. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4310. On August 12, 2021 through October 20, 2021, Defendants acted as a quasi -
21 government actor and infringed on the Plaintiff's advertising in violation of the First
22 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
23 excluded access to the home listed in Plaintiffs listing #237093 to only WMAR
24 members and not all real estate brokers and agents licensed in Arizona, causing

1 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
 2 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
 3 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
 4 version of listing #237093 collectively attached as Exhibit 141).

5
 6 **COUNT 947**

7 **NEGLEGENCE**

8
 9 4311. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4310 of
 10 Plaintiff's Complaint.

11
 12 4312. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

16
 17 4313. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 4314. From August 12, 2021 through October 20, 2021, Defendants owed Plaintiffs a duty
 23 to not infringe on the Plaintiff's advertising in violation of the First Amendment of the
 24 U.S. Constitution, state law and administrative code as previously cited.

1 4315. Defendants breached this duty by redacting Plaintiff's contact information out of
2 Plaintiffs listing #237093.

3
4 4316. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
5 a loss of income and emotional distress by redacting Plaintiff's contact information out
6 of Plaintiffs listing #237093.

7
8 4317. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
9 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
10 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
11 Plaintiffs has to "ensure that all advertising contains accurate claims and
12 representations, and **fully states** (emphasis added) factual material relating to the
13 information advertised; and the duties a salesperson or broker has to not misrepresent
14 the facts or create misleading impressions pursuant to Arizona Administrative Code
15 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #237093
16 collectively attached as Exhibit 141).

17
18 4318. The Defendant's actions foreseeably and proximately caused a loss of income
19 and/or potential income and caused emotional distress to the Plaintiffs as well as the
20 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
21 version of listing #237093 collectively attached as Exhibit 141).

22
23 **COUNT 948**

24 **NEGLEGEANCE**

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4319. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4318 of Plaintiff's Complaint.

4320. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4321. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4322. From August 12, 2021 through October 20, 2021, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution and state law and administrative code as previously cited.

4323. From August 12, 2021 through October 20, 2021, Defendants breached this duty by infringing on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes by excluding access to the home listed in Plaintiffs listing #237093 to only WMAR members and not all real estate brokers and agents licensed in Arizona,

1 4324. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
2 buyers and sellers.

3
4 4325. Defendant's breach foreseeably and proximately caused a loss of income and
5 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
6 by excluding access through the Supra Lockboxes to Plaintiffs listing # 237093. (See
7 Exhibit 9). (See private and public version of listing #237093 collectively attached as
8 Exhibit 141).

9
10 **COUNT 949**

11 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

12
13 4326. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4325 of
14 Plaintiff's Complaint.

15
16 4327. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
21 4328. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with the ADRE Rules including the rules that the broker (in this case the
23 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
24 estate matters and discipline related to real estate agents and brokers.

1
2 4329. From August 12, 2021 through October 20, 2021, there existed a valid contractual
3 relationship between the Plaintiffs and their client for listing #237093 and/or a business
4 expectancy. The Defendants had knowledge of this relationship and/or business
5 expectancy. The Defendants intentionally interfered with this contract and/or business
6 expectancy which induced or caused a breach when Defendants redacted Plaintiff's
7 contact information out of Plaintiffs listing #237093, causing Plaintiffs to lose potential
8 buyers causing a loss of income, placing Plaintiff's real estate brokerage license at
9 risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant
10 to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that
11 all advertising contains accurate claims and representations, and **fully states**
12 (emphasis added) factual material relating to the information advertised. A
13 salesperson or broker shall not misrepresent the facts or create misleading
14 impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit
15 9). (See private and public version of listing #237093 collectively attached as Exhibit
16 141). As such, the Defendants actions were improper.

17
18 **COUNT 950**

19 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**
20

21 4330. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4329 of
22 Plaintiff's Complaint.
23
24

1 4331. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4332. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4333. From August 12, 2021 through October 20, 2021, there existed a valid contractual
12 relationship and/or business expectancy between the Plaintiffs and their client for
13 listing #237093 and/or others. The Defendants had knowledge of this relationship
14 and/or business expectancy. The Defendants intentionally interfered with this
15 contract and or business expectancy which induced or caused a breach when the
16 Defendants through the Supra lockboxes excluded access to the home listed in
17 Plaintiffs listing #237093 to only WMAR members and not all real estate brokers and
18 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
19 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
20 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
21 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
22 advertising contains accurate claims and representations, and **fully states** (emphasis
23 added) factual material relating to the information advertised. A salesperson or broker
24 shall not misrepresent the facts or create misleading impressions." pursuant to

1 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 2 version of listing #237093 collectively attached as Exhibit 141). As such, the
 3 Defendants actions were improper.

4
 5 **COUNT 951**

6 **AIDING AND ABETTING TORTIOUS CONDUCT**

7
 8 4334. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4333 of
 9 Plaintiff's Complaint.

10
 11 4335. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 13 and access to homes and commercial property through lockboxes (Supra since at
 14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
 16 4336. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 17 must comply with the ADRE Rules including the rules that the broker (in this case the
 18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 19 estate matters and discipline related to real estate agents and brokers.

20
 21 4337. From August 12, 2021 through October 20, 2021, all or some of the Defendants
 22 knew that all or some of them were committing an intentional tort when the Defendants
 23 redacted Plaintiff's contact information out of Plaintiffs listing #237093. The
 24 Defendants knew that this conduct constituted a breach of duty. And the Defendants

1 substantially assisted or encouraged the primary tortfeasor in the achievement of the
2 breach.

3
4 4338. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
6 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
8 accurate claims and representations, and **fully states** (emphasis added) factual
9 material relating to the information advertised. A salesperson or broker shall not
10 misrepresent the facts or create misleading impressions." pursuant to Arizona
11 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
12 of listing #237093 collectively attached as Exhibit 141).

13
14 **COUNT 952**

15 **AIDING AND ABETTING TORTIOUS CONDUCT**

16
17 4339. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4338 of
18 Plaintiff's Complaint.

19
20 4340. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 4341. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 4342. From August 7, 2021 through October 20, 2021, all or some of the Defendants
7 knew that all or some of them were committing an intentional tort when the Defendants
8 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
9 #237093 to only WMAR members and not all real estate brokers and agents licensed
10 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And
11 the Defendants substantially assisted or encouraged the primary tortfeasor in the
12 achievement of the breach.

13
14 4343. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
15 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
16 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
17 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
18 and representations, and **fully states** (emphasis added) factual material relating to the
19 information advertised. A salesperson or broker shall not misrepresent the facts or
20 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
21 502(C). (See Exhibit 9). (See private and public version of listing # 237093 collectively
22 attached at Exhibit 141).

BREACH OF CONTRACT

4344. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4343 of Plaintiff's Complaint.

4345. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4346. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4347. From August 16, 2021, through November 29, 2021, Defendants breached their duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #237210, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #237210 collectively
2 attached as Exhibit 142).

3
4 **COUNT 954**

5 **BREACH OF CONTRACT**

6
7 4348. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4347 of
8 Plaintiff's Complaint.

9
10 4349. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4350. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4351. On August 16, 2021 through November 29, 2021, Defendants breached their duty
21 when Defendants, through the Supra lockboxes excluded access to the home listed
22 in Plaintiffs listing #237210 to only WMAR members and not all real estate brokers
23 and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a
24 loss of income and infringing on the duties the Plaintiffs have to supervise all

1 advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to
2 their clients. (See Exhibit 9). (See private and public version of listing #237210
3 collectively attached as Exhibit 142).

4
5 **COUNT 955**

6 **ANTITRUST LAWS**

7
8 4352. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4351 of
9 Plaintiff's Complaint.

10
11 4353. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
16 4354. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with federal and state antitrust laws and the ADRE Rules including the
18 rules that the broker (in this case the Plaintiff) supervises all advertising and that
19 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
20 estate agents and brokers.

21
22 4355. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
23 1402 states:

1 “A contract, combination or conspiracy between two or more persons in restraint of , or to
2 monopolize, trade or commerce, any part which is within this state is unlawful.”

3
4 4356. A.R.S. 44-1403 further states:

5 “The establishment, maintenance or use of a monopoly or an attempt to establish a
6 monopoly of trade or commerce, any part of which is within this state, by any person for
7 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”

8
9 4357. The Defendant’s actions also violate federal antitrust laws including the Sherman
10 Act. 15 U.S. Code § 1 states:

11
12 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
13 states, or with foreign nations, is declared illegal. Every person who shall make any
14 contract or engage in any combination conspiracy hereby declared to be illegal shall be
15 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
16 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
17 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
18 court.”

19
20 4358. 15 U.S. Code § 15(a) further states:

21
22 “...[A]ny person who shall be injured in his business or property by any reason of anything
23 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
24 threefold the damages by him sustained, and the cost of suit, including a reasonable

1 attorney's fee. The court may award...simple interest on actual damages for the period
2 beginning on the date of service".

3
4 4359. From August 16, 2021 to November 29, 2021, the Defendants restricted commerce
5 and excluded competition by unlawfully and systematically redacting and excluding
6 and interfering with information in the Plaintiff's advertisements and limiting access to
7 Plaintiff's lockboxes on the homes and requiring that particular lockbox on the homes
8 Plaintiffs had for sale in Plaintiffs listing #237210. As such, Defendants are liable for
9 treble damages under this cause of action. (See private and public version of listing
10 #237210 collectively attached as Exhibit 142).

11
12 **COUNT 956**

13 **FIRST AMENDMENT**

14
15 4360. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4359 of
16 Plaintiff's Complaint.

17
18 4361. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 4362. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 4363. From August 16, 2021 through November 29, 2021, Defendants acted as a quasi
5 -government actor and infringed on the Plaintiff's advertising in violation of the First
6 Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of
7 Plaintiffs listing #237210, causing Plaintiffs to lose potential buyers causing a loss of
8 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
9 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
10 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
11 advertising contains accurate claims and representations, and fully states (emphasis
12 added) factual material relating to the information advertised. A salesperson or broker
13 shall not misrepresent the facts or create misleading impressions." pursuant to
14 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
15 version of listing #237210 collectively attached as Exhibit 142).

16
17 **COUNT 957**

18 **FIRST AMENDMENT**

19
20 4364. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4363 of
21 Plaintiff's Complaint.

22
23 4365. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 4366. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 4367. On August 16, 2021 through November 29, 2021, Defendants acted as a quasi -
10 government actor and infringed on the Plaintiff's advertising in violation of the First
11 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
12 excluded access to the home listed in Plaintiffs listing #237210 to only WMAR
13 members and not all real estate brokers and agents licensed in Arizona, causing
14 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
15 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
16 R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public
17 version of listing #237210 collectively attached as Exhibit 142).

18
19 **COUNT 958**

20 **NEGLEGENCE**

21
22 4368. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4367 of
23 Plaintiff's Complaint.

1 4369. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4370. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4371. From August 16, 2021 through November 29 ,2021, Defendants owed Plaintiffs a
12 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
13 the U.S. Constitution, state law and administrative code as previously cited.

14
15 4372. Defendants breached this duty by redacting Plaintiff's contact information out of
16 Plaintiffs listing #237210.

17
18 4373. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
19 a loss of income and emotional distress by redacting Plaintiff's contact information out
20 of Plaintiffs listing #237210.

21
22 4374. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
23 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
24 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties

1 Plaintiffs has to “ensure that all advertising contains accurate claims and
2 representations, and **fully states** (emphasis added) factual material relating to the
3 information advertised; and the duties a salesperson or broker has to not misrepresent
4 the facts or create misleading impressions pursuant to Arizona Administrative Code
5 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #237210
6 collectively attached as Exhibit 142).

7
8 4375. The Defendant’s actions foreseeably and proximately caused a loss of income
9 and/or potential income and caused emotional distress to the Plaintiffs as well as the
10 potential loss of Plaintiff’s real estate license. (See Exhibit 9). (See private and public
11 version of listing #237210 collectively attached as Exhibit 142).

12
13 **COUNT 959**

14 **NEGLEGENCE**

15
16 4376. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4375 of
17 Plaintiff’s Complaint.

18
19 4377. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

1 4378. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 4379. From August 16, 2021 through November 29, 2021, Defendants owed Plaintiffs a
7 duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of
8 the U.S. Constitution and state law and administrative code as previously cited.

9
10 4380. From August 16, 2021 through November 29, 2021, Defendants breached this duty
11 by infringing on the Plaintiff's advertising in violation of the First Amendment of the
12 U.S. Constitution when Defendants, through the Supra lockboxes by excluding access
13 to the home listed in Plaintiffs listing #237210 to only WMAR members and not all
14 real estate brokers and agents licensed in Arizona,

15
16 4381. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
17 buyers and sellers.

18
19 4382. Defendant's breach foreseeably and proximately caused a loss of income and
20 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
21 by excluding access through the Supra Lockboxes to Plaintiffs listing #237210. (See
22 Exhibit 9). (See private and public version of listing #237210 collectively attached as
23 Exhibit 142).

COUNT 960

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

4383. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4382 of Plaintiff's Complaint.

4384. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4385. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4386. From August 16, 2021 through November 29, 2021, there existed a valid contractual relationship between the Plaintiffs and their client for listing #237210 and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #237210, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to

1 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 2 duties Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing # 237210 collectively
 7 attached as Exhibit 142). As such, the Defendants actions were improper.

8 9 **COUNT 961**

10 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

11
 12 4387. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4329 of
 13 Plaintiff's Complaint.

14
 15 4388. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

19
 20 4389. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

4390. From August 16, 2021 through November 29, 2021, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing #237210 and/or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #237210 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version of listing #237210 collectively attached as Exhibit 142). As such, the Defendants actions were improper.

COUNT 962

AIDING AND ABETTING TORTIOUS CONDUCT

4391. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4390 of Plaintiff's Complaint.

1 4392. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4393. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4394. From August 16, 2021 through November 29, 2021, all or some of the Defendants
12 knew that all or some of them were committing an intentional tort when the Defendants
13 redacted Plaintiff's contact information out of Plaintiffs listing #237210. The
14 Defendants knew that this conduct constituted a breach of duty. And the Defendants
15 substantially assisted or encouraged the primary tortfeasor in the achievement of the
16 breach.

17
18 4395. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
20 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
22 accurate claims and representations, and **fully states** (emphasis added) factual
23 material relating to the information advertised. A salesperson or broker shall not
24 misrepresent the facts or create misleading impressions." pursuant to Arizona

1 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
2 of listing #237210 collectively attached as Exhibit 142).

3
4 **COUNT 963**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**

6
7 4396. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4395 of
8 Plaintiff's Complaint.

9
10 4397. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4398. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4399. From August 16, 2021 through November 29, 2021, all or some of the Defendants
21 knew that all or some of them were committing an intentional tort when the Defendants
22 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
23 #237210 to only WMAR members and not all real estate brokers and agents licensed
24 in Arizona. The Defendants knew that this conduct constituted a breach of duty. And

1 the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 4400. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
5 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
6 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
7 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
8 and representations, and **fully states** (emphasis added) factual material relating to the
9 information advertised. A salesperson or broker shall not misrepresent the facts or
10 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
11 502(C). (See Exhibit 9). (See private and public version of listing #237210 collectively
12 attached at Exhibit 142).

13
14 **COUNT 964**

15 **BREACH OF CONTRACT**

16
17 4401. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4400 of
18 Plaintiff's Complaint.

19
20 4402. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 4403. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 4404. From September 10, 2021, through November 3, 2021, Defendants breached their
7 duty when Defendants redacted Plaintiff's contact information out of Plaintiffs listing #
8 237582, causing Plaintiffs to lose potential buyers causing a loss of income, placing
9 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
10 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
11 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
12 and representations, and fully states (emphasis added) factual material relating to the
13 information advertised. A salesperson or broker shall not misrepresent the facts or
14 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
15 502(C). (See Exhibit 9). (See private and public version of listing #237583 collectively
16 attached as Exhibit 143).

17
18 **COUNT 965**

19 **BREACH OF CONTRACT**

20
21 4405. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4404 of
22 Plaintiff's Complaint.

1 4406. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

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6 4407. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4408. On September 10, 2021 through November 3, 2021, Defendants breached their
12 duty when Defendants, through the Supra lockboxes excluded access to the home
13 listed in Plaintiffs listing #237582 to only WMAR members and not all real estate
14 brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers
15 causing a loss of income and infringing on the duties the Plaintiffs have to supervise
16 all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties
17 to their clients. (See Exhibit 9). (See private and public version of listing #237582
18 collectively attached as Exhibit 143).

19
20 **COUNT 966**

21 **ANTITRUST LAWS**

22
23 4409. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4408 of
24 Plaintiff's Complaint.

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4410. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4411. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with federal and state antitrust laws and the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4412. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-1402 states:
"A contract, combination or conspiracy between two or more persons in restraint of , or to monopolize, trade or commerce, any part which is within this state is unlawful."

4413. A.R.S. 44-1403 further states:
"The establishment, maintenance or use of a monopoly or an attempt to establish a monopoly of trade or commerce, any part of which is within this state, by any person for the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

4414. The Defendant's actions also violate federal antitrust laws including the Sherman Act. 15 U.S. Code § 1 states:

1
2 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
3 states, or with foreign nations, is declared illegal. Every person who shall make any
4 contract or engage in any combination conspiracy hereby declared to be illegal shall be
5 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
6 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
7 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
8 court.”

9
10 4415. 15 U.S. Code § 15(a) further states:

11
12 “...[A]ny person who shall be injured in his business or property by any reason of anything
13 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
14 threefold the damages by him sustained, and the cost of suit, including a reasonable
15 attorney’s fee. The court may award...simple interest on actual damages for the period
16 beginning on the date of service”.

17
18 4416. From September 10, 2021 to November 3, 2021, the Defendants restricted
19 commerce and excluded competition by unlawfully and systematically redacting and
20 excluding and interfering with information in the Plaintiff’s advertisements and limiting
21 access to Plaintiff’s lockboxes on the homes and requiring that particular lockbox on
22 the homes Plaintiffs had for sale in Plaintiffs listing #237582. As such, Defendants
23 are liable for treble damages under this cause of action. (See private and public
24 version of listing #237582 collectively attached as Exhibit 143).

COUNT 967

FIRST AMENDMENT

4417. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4416 of Plaintiff's Complaint.

4418. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4419. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4420. From September 10, 2021 through November 3, 2021, Defendants acted as a quasi -government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact information out of Plaintiffs listing #237582, causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all

1 advertising contains accurate claims and representations, and **fully states** (emphasis
 2 added) factual material relating to the information advertised. A salesperson or broker
 3 shall not misrepresent the facts or create misleading impressions.” pursuant to
 4 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 5 version of listing #237582 collectively attached as Exhibit 143).

6
 7 **COUNT 968**

8 **FIRST AMENDMENT**

9
 10 4421. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4420 of
 11 Plaintiff’s Complaint.

12
 13 4422. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 14 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 15 and access to homes and commercial property through lockboxes (Supra since at
 16 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

17
 18 4423. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 19 must comply with the ADRE Rules including the rules that the broker (in this case the
 20 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 21 estate matters and discipline related to real estate agents and brokers.

22
 23 4424. On September 10, 2021 through November 3, 2021, Defendants acted as a quasi
 24 -government actor and infringed on the Plaintiff’s advertising in violation of the First

Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #237582 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9). (See private and public version of listing #237582 collectively attached as Exhibit 143).

COUNT 969

NEGLEGEENCE

4425. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4424 of Plaintiff's Complaint.

4426. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4427. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

1 4428. From September 10, 2021 through November 3 ,2021, Defendants owed Plaintiffs
2 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
3 of the U.S. Constitution, state law and administrative code as previously cited.

4
5 4429. Defendants breached this duty by redacting Plaintiff's contact information out of
6 Plaintiffs listing #237582.

7
8 4430. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
9 a loss of income and emotional distress by redacting Plaintiff's contact information out
10 of Plaintiffs listing #237582.

11
12 4431. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
13 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
14 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
15 Plaintiffs has to "ensure that all advertising contains accurate claims and
16 representations, and **fully states** (emphasis added) factual material relating to the
17 information advertised; and the duties a salesperson or broker has to not misrepresent
18 the facts or create misleading impressions pursuant to Arizona Administrative Code
19 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #237582
20 collectively attached as Exhibit 143).

21
22 4432. The Defendant's actions foreseeably and proximately caused a loss of income
23 and/or potential income and caused emotional distress to the Plaintiffs as well as the
24

1 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
2 version of listing #237582 collectively attached as Exhibit 143).

3
4 **COUNT 970**

5 **NEGLEGEANCE**

6
7 4433. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4432 of
8 Plaintiff's Complaint.

9
10 4434. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4435. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4436. From September 10, 2021 through November 3, 2021, Defendants owed Plaintiffs
21 a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment
22 of the U.S. Constitution and state law and administrative code as previously cited.
23
24

1 4437. From September 10, 2021 through November 3 ,2021, Defendants breached this
2 duty by infringing on the Plaintiff's advertising in violation of the First Amendment of
3 the U.S. Constitution when Defendants, through the Supra lockboxes by excluding
4 access to the home listed in Plaintiffs listing #237582 to only WMAR members and
5 not all real estate brokers and agents licensed in Arizona,

6
7 4438. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
8 buyers and sellers.

9
10 4439. Defendant's breach foreseeably and proximately caused a loss of income and
11 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
12 by excluding access through the Supra Lockboxes to Plaintiffs listing #237582. (See
13 Exhibit 9). (See private and public version of listing #237582 collectively attached as
14 Exhibit 143).

15
16 **COUNT 971**

17 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

18
19 4440. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4439 of
20 Plaintiff's Complaint.

21
22 4441. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
23 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 4442. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 4443. From September 10, 2021 through November 3, 2021, there existed a valid
10 contractual relationship between the Plaintiffs and their client for listing #237582
11 and/or a business expectancy. The Defendants had knowledge of this relationship
12 and/or business expectancy. The Defendants intentionally interfered with this contract
13 and/or business expectancy which induced or caused a breach when Defendants
14 redacted Plaintiff's contact information out of Plaintiffs listing #237582, causing
15 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
16 estate brokerage license at risk and infringing on the duties the Plaintiffs have to
17 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
18 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
19 representations, and **fully states** (emphasis added) factual material relating to the
20 information advertised. A salesperson or broker shall not misrepresent the facts or
21 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
22 502(C). (See Exhibit 9). (See private and public version of listing #237582 collectively
23 attached as Exhibit 143). As such, the Defendants actions were improper.

COUNT 972

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

4444. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4443 of Plaintiff's Complaint.

4445. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4446. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4447. From September 10, 2021 through November 3, 2021, there existed a valid contractual relationship and/or business expectancy between the Plaintiffs and their client for listing #237582 and/or others. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and or business expectancy which induced or caused a breach when the Defendants through the Supra lockboxes excluded access to the home listed in Plaintiffs listing #237582 to only WMAR members and not all real estate brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss

1 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
 2 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
 3 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 4 advertising contains accurate claims and representations, and **fully states** (emphasis
 5 added) factual material relating to the information advertised. A salesperson or broker
 6 shall not misrepresent the facts or create misleading impressions." pursuant to
 7 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 8 version of listing #237582 collectively attached as Exhibit 143). As such, the
 9 Defendants actions were improper.

11 **COUNT 973**

12 **AIDING AND ABETTING TORTIOUS CONDUCT**

13
 14 4448. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4447 of
 15 Plaintiff's Complaint.

16
 17 4449. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 18 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 19 and access to homes and commercial property through lockboxes (Supra since at
 20 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

21
 22 4450. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 23 must comply with the ADRE Rules including the rules that the broker (in this case the
 24

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 4451. From September 10, 2021 through November 3, 2021, all or some of the
5 Defendants knew that all or some of them were committing an intentional tort when
6 the Defendants redacted Plaintiff's contact information out of Plaintiffs listing #237582.
7 The Defendants knew that this conduct constituted a breach of duty. And the
8 Defendants substantially assisted or encouraged the primary tortfeasor in the
9 achievement of the breach.

10
11 4452. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
12 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
13 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
14 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
15 accurate claims and representations, and fully states (emphasis added) factual
16 material relating to the information advertised. A salesperson or broker shall not
17 misrepresent the facts or create misleading impressions." pursuant to Arizona
18 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
19 of listing #237582 collectively attached as Exhibit 143).

20
21 **COUNT 974**

22 **AIDING AND ABETTING TORTIOUS CONDUCT**
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24

1 4453. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4452 of
2 Plaintiff's Complaint.

3
4 4454. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 4455. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 4456. From September 10, 2021 through November 3, 2021, all or some of the
15 Defendants knew that all or some of them were committing an intentional tort when
16 the Defendants through the Supra lockboxes excluded access to the home listed in
17 Plaintiffs listing #237582 to only WMAR members and not all real estate brokers and
18 agents licensed in Arizona. The Defendants knew that this conduct constituted a
19 breach of duty. And the Defendants substantially assisted or encouraged the primary
20 tortfeasor in the achievement of the breach.

21
22 4457. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
23 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
24 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-

1 502(G); the duties Plaintiffs has to “ensure that all advertising contains accurate claims
2 and representations, and **fully states** (emphasis added) factual material relating to the
3 information advertised. A salesperson or broker shall not misrepresent the facts or
4 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
5 502(C). (See Exhibit 9). (See private and public version of listing #237582 collectively
6 attached at Exhibit 143).

7
8 **COUNT 975**

9 **BREACH OF CONTRACT**

10
11 4458. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4457 of
12 Plaintiff's Complaint.

13
14 4459. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
16 and access to homes and commercial property through lockboxes (Supra since at
17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
19 4460. Despite anything written to the contrary, Defendants were aware that Plaintiffs
20 must comply with the ADRE Rules including the rules that the broker (in this case the
21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
22 estate matters and discipline related to real estate agents and brokers.

1 4461. From September 17, 2021, through January 21, 2022 and continuing, Defendants
2 breached their duty when Defendants redacted Plaintiff's contact information out of
3 Plaintiffs listing #237687, causing Plaintiffs to lose potential buyers causing a loss of
4 income, placing Plaintiff's real estate brokerage license at risk and infringing on the
5 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
6 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
7 advertising contains accurate claims and representations, and **fully states** (emphasis
8 added) factual material relating to the information advertised. A salesperson or broker
9 shall not misrepresent the facts or create misleading impressions." pursuant to
10 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
11 version of listing #237687 collectively attached as Exhibit 144).

12
13 **COUNT 976**

14 **ANTITRUST LAWS**

15
16 4462. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4461 of
17 Plaintiff's Complaint.

18
19 4463. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
20 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
21 and access to homes and commercial property through lockboxes (Supra since at
22 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 4464. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with federal and state antitrust laws and the ADRE Rules including the
3 rules that the broker (in this case the Plaintiff) supervises all advertising and that
4 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
5 estate agents and brokers.

6
7 4465. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
8 1402 states:

9 "A contract, combination or conspiracy between two or more persons in restraint of , or to
10 monopolize, trade or commerce, any part which is within this state is unlawful."

11
12 4466. A.R.S. 44-1403 further states:

13 "The establishment, maintenance or use of a monopoly or an attempt to establish a
14 monopoly of trade or commerce, any part of which is within this state, by any person for
15 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

16
17 4467. The Defendant's actions also violate federal antitrust laws including the Sherman
18 Act. 15 U.S. Code § 1 states:

19
20 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
21 states, or with foreign nations, is declared illegal. Every person who shall make any
22 contract or engage in any combination conspiracy hereby declared to be illegal shall be
23 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
24 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by

1 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
2 court.”

3
4 4468. 15 U.S. Code § 15(a) further states:

5
6 “[A]ny person who shall be injured in his business or property by any reason of anything
7 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
8 threefold the damages by him sustained, and the cost of suit, including a reasonable
9 attorney’s fee. The court may award...simple interest on actual damages for the period
10 beginning on the date of service”.

11
12 4469. From September 17, 2021 to January 21, 2022 and continuing, the Defendants
13 restricted commerce and excluded competition by unlawfully and systematically
14 redacting and excluding and interfering with information in the Plaintiff’s
15 advertisements and limiting access to Plaintiff’s lockboxes on the homes and requiring
16 that particular lockbox on the homes Plaintiffs had for sale in Plaintiffs listing #237687.
17 As such, Defendants are liable for treble damages under this cause of action. (See
18 private and public version of listing #237687 collectively attached as Exhibit 144).

19
20 **COUNT 977**

21 **FIRST AMENDMENT**

22
23 4470. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4469 of
24 Plaintiff’s Complaint.

1
2 4471. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 4472. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 4473. From September 17, 2021 through January 21, 2022 and continuing, Defendants
13 acted as a quasi -government actor and infringed on the Plaintiff's advertising in
14 violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact
15 information out of Plaintiffs listing #237687, causing Plaintiffs to lose potential buyers
16 causing a loss of income, placing Plaintiff's real estate brokerage license at risk and
17 infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
18 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
19 advertising contains accurate claims and representations, and fully states (emphasis
20 added) factual material relating to the information advertised. A salesperson or broker
21 shall not misrepresent the facts or create misleading impressions." pursuant to
22 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
23 version of listing #237687 collectively attached as Exhibit 144).

COUNT 978

NEGLEGEANCE

4474. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4473 of Plaintiff's Complaint.

4475. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4476. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4477. From September 17, 2021 through January 21, 2022 and continuing, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution, state law and administrative code as previously cited.

4478. Defendants breached this duty by redacting Plaintiff's contact information out of Plaintiffs listing #237687.

1 4479. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
2 a loss of income and emotional distress by redacting Plaintiff's contact information out
3 of Plaintiffs listing #237687.

4
5 4480. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
6 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
7 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
8 Plaintiffs has to "ensure that all advertising contains accurate claims and
9 representations, and fully states (emphasis added) factual material relating to the
10 information advertised; and the duties a salesperson or broker has to not misrepresent
11 the facts or create misleading impressions pursuant to Arizona Administrative Code
12 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #237687
13 collectively attached as Exhibit 144).

14
15 4481. The Defendant's actions foreseeably and proximately caused a loss of income
16 and/or potential income and caused emotional distress to the Plaintiffs as well as the
17 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
18 version of listing #237687 collectively attached as Exhibit 144).

19
20 **COUNT 979**

21 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

22
23 4482. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4481 of
24 Plaintiff's Complaint.

1
2 4483. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 4484. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 4485. From September 17, 2021 through January 21, 2022 and continuing, there existed
13 a valid contractual relationship between the Plaintiffs and their client for listing
14 #237687 and/or a business expectancy. The Defendants had knowledge of this
15 relationship and/or business expectancy. The Defendants intentionally interfered with
16 this contract and/or business expectancy which induced or caused a breach when
17 Defendants redacted Plaintiff's contact information out of Plaintiffs listing # 237687,
18 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
19 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
20 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
21 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
22 representations, and fully states (emphasis added) factual material relating to the
23 information advertised. A salesperson or broker shall not misrepresent the facts or
24 create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #237687 collectively
2 attached as Exhibit 144). As such, the Defendants actions were improper.

3
4 **COUNT 980**

5 **AIDING AND ABETTING TORTIOUS CONDUCT**

6
7 4486. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4485 of
8 Plaintiff's Complaint.

9
10 4487. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4488. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4489. From September 17, 2021 through January 21, 2022 and continuing, all or some
21 of the Defendants knew that all or some of them were committing an intentional tort
22 when the Defendants redacted Plaintiff's contact information out of Plaintiffs listing
23 #237687. The Defendants knew that this conduct constituted a breach of duty. And
24

1 the Defendants substantially assisted or encouraged the primary tortfeasor in the
2 achievement of the breach.

3
4 4490. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
5 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
6 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
7 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
8 accurate claims and representations, and fully states (emphasis added) factual
9 material relating to the information advertised. A salesperson or broker shall not
10 misrepresent the facts or create misleading impressions." pursuant to Arizona
11 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
12 of listing #237687 collectively attached as Exhibit 144).

13
14 **COUNT 981**

15 **BREACH OF CONTRACT**

16
17 4491. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4490 of
18 Plaintiff's Complaint.

19
20 4492. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 4493. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over
4 real estate matters and discipline related to real estate agents and brokers.

5
6 4494. On September 18, 2021 through January 21, 2022 and continuing the Plaintiffs
7 hired Emerald to list Plaintiff's property as a real estate agent. Emerald is also a
8 member of WMAR and the Defendants have the same duties to Emerald as they do
9 to the Plaintiffs.

10
11 4495. Defendants breached their duty when Defendants redacted information out of
12 Plaintiffs listing #237712, causing Plaintiffs to lose potential buyers causing a loss of
13 income and infringing on the duties the Plaintiffs have to supervise all advertising
14 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
15 Arizona Administrative Code R4-28-502(B). (See private and public version of listing
16 #237712 collectively attached as Exhibit 145).

17
18 **COUNT 982**

19 **BREACH OF CONTRACT**

20
21 4496. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4495 of
22 Plaintiff's Complaint.

1 4497. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide lockbox and lockbox key services through
3 (Supra since at least 2015) to access homes and commercial property through
4 lockboxes to enhance Plaintiff's business as a real estate agent or broker.

5
6 4498. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4499. On September 18, 2021 through January 21, 2022 and continuing, Plaintiffs hired
12 Emerald to sell Plaintiff's property. Emerald had the same duties as a real estate
13 agent as the Plaintiffs and is a member of WMAR.

14
15 4500. Defendants breached their duty when Defendants, through the Supra lockboxes
16 excluded access to the home listed in Plaintiffs listing #237712 to only WMAR
17 members and not all real estate brokers and agents licensed in Arizona, causing
18 Plaintiffs to lose potential buyers causing a loss of income and infringing on the duties
19 the real estate brokers or agents have to supervise all advertising pursuant to Arizona
20 Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9).
21 (See private and public version of listing #237712 collectively attached as Exhibit 145).

22
23 **COUNT 983**

24 **BREACH OF CONTRACT**

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4501. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4500 of Plaintiff's Complaint.

4502. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4503. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4504. On September 18, 2021 through January 21,2022 and continuing, Defendants breached their duty when Defendants would not allow information about the Plaintiff's financial interest to be fully disclosed in listing #237712, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims and representations, and **fully states** (emphasis added) factual material relating to the information advertised. A salesperson or broker shall not misrepresent the facts or create misleading impressions." pursuant to Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to disclose a financial interest in a

1 property pursuant to Arizona Administrative Code R4-24-502(B). (See Exhibit 9). (See
2 private and public version of listing #237712 collectively attached as Exhibit 145).

3
4 **COUNT 984**

5 **ANTITRUST LAWS**

6
7 4505. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4504 of
8 Plaintiff's Complaint.

9
10 4506. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4507. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with federal and state antitrust laws and the ADRE Rules including the
17 rules that the broker (in this case the Plaintiff) supervises all advertising and that
18 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
19 estate agents and brokers.

20
21 4508. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
22 1402 states:

23 "A contract, combination or conspiracy between two or more persons in restraint of , or to
24 monopolize, trade or commerce, any part which is within this state is unlawful."

1
2 4509. A.R.S. 44-1403 further states:

3 “The establishment, maintenance or use of a monopoly or an attempt to establish a
4 monopoly of trade or commerce, any part of which is within this state, by any person for
5 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful.”
6

7 4510. The Defendant’s actions also violate federal antitrust laws including the Sherman
8 Act. 15 U.S. Code § 1 states:

9
10 “Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
11 states, or with foreign nations, is declared illegal. Every person who shall make any
12 contract or engage in any combination conspiracy hereby declared to be illegal shall be
13 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
14 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
15 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
16 court.”
17

18 4511. 15 U.S. Code § 15(a) further states:

19
20 “...[A]ny person who shall be injured in his business or property by any reason of anything
21 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
22 threefold the damages by him sustained, and the cost of suit, including a reasonable
23 attorney’s fee. The court may award...simple interest on actual damages for the period
24 beginning on the date of service”.

1
2 4512. From September 18, 2021 through January 21, 2022 and continuing the
3 Defendants restricted commerce and excluded competition by unlawfully and
4 systematically redacting and excluding and interfering with information in the Plaintiff's
5 advertisements and limiting access to Plaintiff's lockboxes on the homes and requiring
6 that particular lockbox on the homes Plaintiffs had for sale in Plaintiffs listing #237712.
7 As such, Defendants are liable for treble damages under this cause of action. (See
8 private and public version of listing #237712 collectively attached as Exhibit 145).

9
10 **COUNT 985**

11 **FIRST AMENDMENT**
12

13 4513. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4512 of
14 Plaintiff's Complaint.
15

16 4514. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.
20

21 4515. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with the ADRE Rules including the rules that the broker (in this case the
23 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
24 estate matters and discipline related to real estate agents and brokers.

1
2 4516. From September 18, 2021 through January 21, 2022 and continuing, Defendants
3 acted as a quasi -government actor and infringed on the Plaintiff's advertising in
4 violation of the First Amendment of the U.S. Constitution by redacted Plaintiff's contact
5 information out of Plaintiffs listing #237712, causing Plaintiffs to lose potential buyers
6 causing a loss of income, placing Plaintiff's real estate brokerage license at risk and
7 infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
8 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
9 advertising contains accurate claims and representations, and **fully states** (emphasis
10 added) factual material relating to the information advertised. A salesperson or broker
11 shall not misrepresent the facts or create misleading impressions." pursuant to
12 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
13 version of listing #237712 collectively attached as Exhibit 145).

14
15 **COUNT 986**

16 **FIRST AMENDMENT**

17
18 4517. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4516 of
19 Plaintiff's Complaint.

20
21 4518. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
22 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
23 and access to homes and commercial property through lockboxes (Supra since at
24 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1
2 4519. Despite anything written to the contrary, Defendants were aware that Plaintiffs
3 must comply with the ADRE Rules including the rules that the broker (in this case the
4 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
5 estate matters and discipline related to real estate agents and brokers.

6
7 4520. On September 18, 2021 through January 21, 2022 and continuing, Defendants
8 acted as a quasi -government actor and infringed on the Plaintiff's advertising in
9 violation of the First Amendment of the U.S. Constitution when Defendants, through
10 the Supra lockboxes excluded access to the home listed in Plaintiffs listing #237712
11 to only WMAR members and not all real estate brokers and agents licensed in Arizona,
12 causing Plaintiffs to lose potential buyers causing a loss of income and infringing on
13 the duties the Plaintiffs have to supervise all advertising pursuant to Arizona
14 Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit 9).
15 (See private and public version of listing #237712 collectively attached as Exhibit 145).

16
17 **COUNT 987**

18 **FIRST AMENDMENT**

19
20 4521. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4520 of
21 Plaintiff's Complaint.

22
23 4522. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 4523. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 4524. On September 18, 2021 through January 21, 2022 and continuing, Defendants
10 acted as a quasi-government actor and infringed on the Plaintiff's advertising in
11 violation of the First Amendment of the U.S. Constitution when Defendants, would not
12 allow information about the Plaintiff's financial interest to be disclosed in listing
13 #208109, placing Plaintiff's real estate brokerage license at risk and infringing on the
14 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
15 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
16 advertising contains accurate claims and representations, and **fully states** (emphasis
17 added) factual material relating to the information advertised. A salesperson or broker
18 shall not misrepresent the facts or create misleading impressions." pursuant to
19 Arizona Administrative Code R4-24-502(C) and a salesperson or broker's duties to
20 disclose a financial interest in a property pursuant to Arizona Administrative Code R4-
21 24-502(B). (See Exhibit 9). (See private and public version of listing #237712
22 collectively attached as Exhibit 145).

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NEGLEGEANCE

4525. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4524 of Plaintiff's Complaint.

4526. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4527. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4528. From September 18, 2021 through January 21, 2022 and continuing, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution, state law and administrative code as previously cited.

4529. Defendants breached this duty by redacting Plaintiff's contact information out of Plaintiffs listing #237712.

1 4530. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
2 a loss of income and emotional distress by redacting Plaintiff's contact information out
3 of Plaintiffs listing #237712.

4
5 4531. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
6 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
7 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
8 Plaintiffs has to "ensure that all advertising contains accurate claims and
9 representations, and **fully states** (emphasis added) factual material relating to the
10 information advertised; and the duties a salesperson or broker has to not misrepresent
11 the facts or create misleading impressions pursuant to Arizona Administrative Code
12 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #237712
13 collectively attached as Exhibit 145).

14
15 4532. The Defendant's actions foreseeably and proximately caused a loss of income
16 and/or potential income and caused emotional distress to the Plaintiffs as well as the
17 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
18 version of listing #237712 collectively attached as Exhibit 145).

19
20 **COUNT 989**

21 **NEGLEGEANCE**

22
23 4533. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4532 of
24 Plaintiff's Complaint.

1
2 4534. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
3 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
4 and access to homes and commercial property through lockboxes (Supra since at
5 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

6
7 4535. Despite anything written to the contrary, Defendants were aware that Plaintiffs
8 must comply with the ADRE Rules including the rules that the broker (in this case the
9 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
10 estate matters and discipline related to real estate agents and brokers.

11
12 4536. From September 18, 2021 through January 21, 2021 and continuing, Defendants
13 owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First
14 Amendment of the U.S. Constitution and state law and administrative code as
15 previously cited.

16
17 4537. From September 18, 2021 through January 21, 2022 and continuing, Defendants
18 breached this duty by infringing on the Plaintiff's advertising in violation of the First
19 Amendment of the U.S. Constitution when Defendants, through the Supra lockboxes
20 by excluding access to the home listed in Plaintiffs listing #237712 to only WMAR
21 members and not all real estate brokers and agents licensed in Arizona,

22
23 4538. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
24 buyers and sellers

1
2 4539. Defendant's breach foreseeably and proximately caused a loss of income and
3 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
4 by excluding access through the Supra Lockboxes to Plaintiffs listing #237712. (See
5 Exhibit 9). (See private and public version of listing #237712 collectively attached as
6 Exhibit 145).

7
8 **COUNT 990**

9 **NEGLEGEANCE**

10
11 4540. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4539 of
12 Plaintiff's Complaint.

13
14 4541. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
16 and access to homes and commercial property through lockboxes (Supra since at
17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
19 4542. Despite anything written to the contrary, Defendants were aware that Plaintiffs
20 must comply with the ADRE Rules including the rules that the broker (in this case the
21 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
22 estate matters and discipline related to real estate agents and brokers.

1 4543. On September 18, 2021 through January 21, 2022 and continuing, Defendants
2 owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First
3 Amendment of the U.S. Constitution, Arizona state law and Arizona Administrative
4 Code as previously cited.

5
6 4544. Defendants breached this duty by not allowing information about the Plaintiff's
7 financial interest to be disclosed in listing #237712.

8
9 4545. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
10 buyers and sellers.

11
12 4546. Defendant's breach foreseeably and proximately caused a loss of income and
13 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
14 by not allowing information about the Plaintiff's financial interest to be disclosed in
15 listing #237712. (See Exhibit 9). (See private and public version of listing #237712
16 collectively attached as Exhibit 145).

17
18 **COUNT 991**

19 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

20
21 4547. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4546 of
22 Plaintiff's Complaint.

1 4548. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4549. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4550. From September 18, 2021 through January 21, 2022 and continuing, there existed
12 a valid contractual relationship between the Plaintiffs and their client for listing
13 #237712 and/or a business expectancy. The Defendants had knowledge of this
14 relationship and/or business expectancy. The Defendants intentionally interfered with
15 this contract and/or business expectancy which induced or caused a breach when
16 Defendants redacted Plaintiff's contact information out of Plaintiffs listing #237712,
17 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
18 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
19 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
20 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
21 representations, and **fully states** (emphasis added) factual material relating to the
22 information advertised. A salesperson or broker shall not misrepresent the facts or
23 create misleading impressions." pursuant to Arizona Administrative Code R4-24-

1 502(C). (See Exhibit 9). (See private and public version of listing #237712 collectively
2 attached as Exhibit 145). As such, the Defendants actions were improper.

3
4 **COUNT 992**

5 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

6
7 4551. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4550 of
8 Plaintiff's Complaint.

9
10 4552. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14
15 4553. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19
20 4554. From September 18, 2021 through January 21, 2022 and continuing, there existed
21 a valid contractual relationship and/or business expectancy between the Plaintiffs and
22 their client for listing #237712 and/or others. The Defendants had knowledge of this
23 relationship and/or business expectancy. The Defendants intentionally interfered with
24 this contract and or business expectancy which induced or caused a breach when the

1 Defendants through the Supra lockboxes excluded access to the home listed in
2 Plaintiffs listing #237712 to only WMAR members and not all real estate brokers and
3 agents licensed in Arizona, causing Plaintiffs to lose potential buyers causing a loss
4 of income, placing Plaintiff's real estate brokerage license at risk and infringing on the
5 duties the Plaintiffs have to supervise all advertising pursuant to Arizona
6 Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
7 advertising contains accurate claims and representations, and **fully states** (emphasis
8 added) factual material relating to the information advertised. A salesperson or broker
9 shall not misrepresent the facts or create misleading impressions." pursuant to
10 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
11 version of listing #237712 collectively attached as Exhibit 145). As such, the
12 Defendants actions were improper

13
14 **COUNT 993**

15 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

16
17 4555. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4554 of
18 Plaintiff's Complaint.

19
20 4556. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
21 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
22 and access to homes and commercial property through lockboxes (Supra since at
23 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

1 4557. Despite anything written to the contrary, Defendants were aware that Plaintiffs
2 must comply with the ADRE Rules including the rules that the broker (in this case the
3 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
4 estate matters and discipline related to real estate agents and brokers.

5
6 4558. From September 18, 2021 through January 21, 2022 and continuing, there existed
7 a valid contractual relationship between the Plaintiffs and their client for listing
8 #237712 and/or a business expectancy with the client or others. The Defendants had
9 knowledge of this relationship and/or business expectancy. The Defendants
10 intentionally interfered with this contract and/or business expectancy which induced
11 or caused a breach when the Defendants would not allow information about the
12 Plaintiff's financial interest to be disclosed in listing #237712, causing Plaintiffs to lose
13 potential buyers causing a loss of income, placing Plaintiff's real estate brokerage
14 license at risk and infringing on the duties the Plaintiffs have to supervise all
15 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
16 Plaintiffs has to "ensure that all advertising contains accurate claims and
17 representations, and **fully states** (emphasis added) factual material relating to the
18 information advertised. A salesperson or broker shall not misrepresent the facts or
19 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
20 502(C). (See Exhibit 9). (See private and public version of listing #237712 collectively
21 attached as Exhibit 145). As such, the Defendants actions were improper.

22
23 **COUNT 994**

24 **AIDING AND ABETTING TORTIOUS CONDUCT**

1
2 4559. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4558 of
3 Plaintiff's Complaint.

4
5 4560. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
6 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
7 and access to homes and commercial property through lockboxes (Supra since at
8 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

9
10 4561. Despite anything written to the contrary, Defendants were aware that Plaintiffs
11 must comply with the ADRE Rules including the rules that the broker (in this case the
12 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
13 estate matters and discipline related to real estate agents and brokers.

14
15 4562. From September 18, 2021 through January 21, 2021 and continuing, all or some
16 of the Defendants knew that all or some of them were committing an intentional tort
17 when the Defendants redacted Plaintiff's contact information out of Plaintiffs listing
18 #237712. The Defendants knew that this conduct constituted a breach of duty. And
19 the Defendants substantially assisted or encouraged the primary tortfeasor in the
20 achievement of the breach.

21
22 4563. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
23 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
24 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code

1 R4-28-502(G); the duties the Plaintiffs has to “ensure that all advertising contains
 2 accurate claims and representations, and **fully states** (emphasis added) factual
 3 material relating to the information advertised. A salesperson or broker shall not
 4 misrepresent the facts or create misleading impressions.” pursuant to Arizona
 5 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
 6 of listing #237712 collectively attached as Exhibit 145).

8 **COUNT 995**

9 **AIDING AND ABETTING TORTIOUS CONDUCT**

10
 11 4564. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4563 of
 12 Plaintiff's Complaint.

13
 14 4565. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 15 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 16 and access to homes and commercial property through lockboxes (Supra since at
 17 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

18
 19 4566. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 20 must comply with the ADRE Rules including the rules that the broker (in this case the
 21 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 22 estate matters and discipline related to real estate agents and brokers.

1 4567. From September 18, 2021 through January 21, 2022 and continuing, all or some
2 of the Defendants knew that all or some of them were committing an intentional tort
3 when the Defendants through the Supra lockboxes excluded access to the home listed
4 in Plaintiffs listing #237712 to only WMAR members and not all real estate brokers
5 and agents licensed in Arizona. The Defendants knew that this conduct constituted a
6 breach of duty. And the Defendants substantially assisted or encouraged the primary
7 tortfeasor in the achievement of the breach.

8
9 4568. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
10 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
11 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
12 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
13 and representations, and **fully states** (emphasis added) factual material relating to the
14 information advertised. A salesperson or broker shall not misrepresent the facts or
15 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
16 502(C). (See Exhibit 9). (See private and public version of listing #237712 collectively
17 attached as Exhibit 146).

18
19 **COUNT 996**

20 **AIDING AND ABETTING TORTIOUS CONDUCT**

21
22 4569. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4568 of
23 Plaintiff's Complaint.
24

1 4570. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4571. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4572. From September 18, 2021 through January 21, 2022 and continuing, all or some
12 of the Defendants knew that all or some of them were committing an intentional tort
13 when the Defendants would not allow information about the Plaintiff's financial interest
14 to be disclosed in listing #237712. The Defendants knew that this conduct constituted
15 a breach of duty. And the Defendants substantially assisted or encouraged the
16 primary tortfeasor in the achievement of the breach.

17
18 4573. This caused the Plaintiffs to lose potential buyers causing a loss of income,
19 placing Plaintiff's real estate brokerage license at risk and infringing on the duties the
20 Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
21 R4-28-502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate
22 claims and representations, and **fully states** (emphasis added) factual material
23 relating to the information advertised. A salesperson or broker shall not misrepresent
24 the facts or create misleading impressions." pursuant to Arizona Administrative Code

1 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #237712
2 collectively attached as Exhibit 145).

3

4

COUNT 997

5

BREACH OF CONTRACT

6

7 4574. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4573 of
8 Plaintiff's Complaint.

9

10 4575. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14

15 4576. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19

20 4577. In November, 2021, Defendants breached their duty when Defendants added an
21 electronic button that required the agent to agree to NAR Policy Statement 8.0 and
22 WMAR Rules and Regulations Section 2.15 before they could access Flex (MLS).
23 When Plaintiff clicked the 'disagree' button it would not allow access to Flex (MLS).
24 These actions infringed upon Plaintiffs relationship with their clients and infringed on

1 the duties the Plaintiffs have to supervise all advertising and provide advertising
2 pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also
3 Arizona Administrative Code R4-28-502(B). (See Billing Statement for \$843.00
4 showing the Defendants continued to be employees of the Plaintiffs collectively
5 attached as Exhibit 110). NAR Policy Statement 8.0 and WMAR Rules and
6 Regulations Section 2.15 excludes all other types of marketing including signs, flyers,
7 websites, social media until the property is entered into MLS. This not only violates
8 the law in numerous ways, it completely ignores the wishes of the client or their broker
9 or agent. (See screenshots of the MLS screen and copies of these rules collectively
10 attached at Exhibit 146).

11
12 **COUNT 998**

13 **ANTITRUST LAWS**

14
15 4578. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4578 of
16 Plaintiff's Complaint.

17
18 4579. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
20 and access to homes and commercial property through lockboxes (Supra since at
21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
23 4580. Despite anything written to the contrary, Defendants were aware that Plaintiffs
24 must comply with federal and state antitrust laws and the ADRE Rules including the

1 rules that the broker (in this case the Plaintiff) supervises all advertising and that
2 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
3 estate agents and brokers.

4
5 4581. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
6 1402 states:

7 "A contract, combination or conspiracy between two or more persons in restraint of , or to
8 monopolize, trade or commerce, any part which is within this state is unlawful."

9
10 4582. A.R.S. 44-1403 further states:

11 "The establishment, maintenance or use of a monopoly or an attempt to establish a
12 monopoly of trade or commerce, any part of which is within this state, by any person for
13 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

14
15 4583. The Defendant's actions also violate federal antitrust laws including the Sherman
16 Act. 15 U.S. Code § 1 states:

17
18 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
19 states, or with foreign nations, is declared illegal. Every person who shall make any
20 contract or engage in any combination conspiracy hereby declared to be illegal shall be
21 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
22 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
23 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
24 court."

1 4584. 15 U.S. Code § 15(a) further states:

2
3 “[A]ny person who shall be injured in his business or property by any reason of anything
4 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
5 threefold the damages by him sustained, and the cost of suit, including a reasonable
6 attorney’s fee. The court may award...simple interest on actual damages for the period
7 beginning on the date of service”.

8
9 4585. In November, 2021 Defendants restricted commerce and excluded competition by
10 unlawfully adding an electronic button that required the broker or agent to agree to
11 NAR Policy Statement 8.0 and WMAR Rules and Regulations Section 2.15 before
12 they could access Flex (MLS). When Plaintiff clicked the ‘disagree” button it would
13 not allow access to Flex (MLS). These actions infringed upon Plaintiffs relationship
14 with their clients and infringed on the duties the Plaintiffs have to supervise all
15 advertising and provide advertising pursuant to Arizona Administrative Code R4-28-
16 502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B). (See
17 Billing Statement for \$843.00 showing the Defendants continued to be employees of
18 the Plaintiffs collectively attached as Exhibit 110). NAR Policy Statement 8.0 and
19 WMAR Rules and Regulations Section 2.15 excludes all other types of marketing
20 including signs, flyers, websites, social media until the property is entered into MLS.
21 This not only violates the law in numerous ways, it completely ignores the wishes of
22 the client or their broker or agent. (See screenshots of the MLS screen and copies of
23 these rules collectively attached at Exhibit 146).

FIRST AMENDMENT

4586. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 24585 of Plaintiff's Complaint.

4587. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4588. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4589. In November, 2021, Defendants acted as a quasi -government actor and infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution by unlawfully adding an electronic button that required the broker or agent to agree to NAR Policy Statement 8.0 and WMAR Rules and Regulations Section 2.15 before they could access Flex (MLS). When Plaintiff clicked the 'disagree" button it would not allow access to Flex (MLS). These actions infringed upon Plaintiffs relationship with their clients and infringed on the duties the Plaintiffs have to supervise all advertising and provide advertising pursuant to Arizona Administrative Code R4-28-502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-

1 502(B). (See Billing Statement for \$843.00 showing the Defendants continued to be
 2 employees of the Plaintiffs collectively attached as Exhibit 110). NAR Policy
 3 Statement 8.0 and WMAR Rules and Regulations Section 2.15 excludes all other
 4 types of marketing including signs, flyers, websites, social media until the property is
 5 entered into MLS. This not only violates the First Amendment in numerous ways, it
 6 completely ignores the wishes of the client or their broker or agent. (See screenshots
 7 of the MLS screen and copies of these rules collectively attached at Exhibit 146). This
 8 act interfered with Plaintiff's advertising in Plaintiff's listings causing Plaintiffs to lose
 9 potential buyers causing a loss of income and sales for their clients, placing Plaintiff's
 10 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
 11 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 12 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
 13 representations, and fully states (emphasis added) factual material relating to the
 14 information advertised. A salesperson or broker shall not misrepresent the facts or
 15 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
 16 502(C). (See Exhibit 9). (See screenshots of the MLS screen and copies of these
 17 rules collectively attached at Exhibit 146).

18
 19 **COUNT 1000**

20 **NEGLEGENCE**

21
 22 4590. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4589 of
 23 Plaintiff's Complaint.
 24

1 4591. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
2 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
3 and access to homes and commercial property through lockboxes (Supra since at
4 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

5
6 4592. Despite anything written to the contrary, Defendants were aware that Plaintiffs
7 must comply with the ADRE Rules including the rules that the broker (in this case the
8 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
9 estate matters and discipline related to real estate agents and brokers.

10
11 4593. In November, 2021, Defendants owed Plaintiffs a duty to not infringe on the
12 Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution, state
13 law and administrative code as previously cited.

14
15 4594. Defendants breached this duty by interfering with information in Plaintiffs listings
16 by unlawfully adding an electronic button that required the broker or agent to agree to
17 NAR Policy Statement 8.0 and WMAR Rules and Regulations Section 2.15 before
18 they could access Flex (MLS). When Plaintiff clicked the 'disagree' button it would
19 not allow access to Flex (MLS). These actions infringed upon Plaintiffs relationship
20 with their clients and infringed on the duties the Plaintiffs have to supervise all
21 advertising and provide advertising pursuant to Arizona Administrative Code R4-28-
22 502(G). (See Exhibit 9). (See also Arizona Administrative Code R4-28-502(B). (See
23 Billing Statement for \$843.00 showing the Defendants continued to be employees of
24 the Plaintiffs collectively attached as Exhibit 110). NAR Policy Statement 8.0 and

1 WMAR Rules and Regulations Section 2.15 excludes all other types of marketing
2 including signs, flyers, websites, social media until the property is entered into MLS.
3 This not only violates the First Amendment in numerous ways, it completely ignores
4 the wishes of the client or their broker or agent. (See screenshots of the MLS screen
5 and copies of these rules collectively attached at Exhibit 146).

6
7 4595. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers,
8 a loss of income and emotional distress by by interfering with information in Plaintiffs
9 advertising.

10
11 4596. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
12 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
13 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
14 Plaintiffs has to "ensure that all advertising contains accurate claims and
15 representations, and **fully states** (emphasis added) factual material relating to the
16 information advertised; and the duties a salesperson or broker has to not misrepresent
17 the facts or create misleading impressions pursuant to Arizona Administrative Code
18 R4-24-502(C). (See Exhibit 9).

19
20 4597. The Defendant's actions foreseeably and proximately caused a loss of income,
21 sales and clients and/or potential income and caused emotional distress to the
22 Plaintiffs as well as the potential loss of Plaintiff's real estate license. (See Exhibit 9).

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

4598. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4597 of Plaintiff's Complaint.

4599. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4600. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4601. In November 2021, there existed a valid contractual relationship between the Plaintiffs and their clients and/or a business expectancy. The Defendants had knowledge of this relationship and/or business expectancy. The Defendants intentionally interfered with this contract and/or business expectancy which induced or caused a breach when Defendants interfered with Plaintiff's advertising causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G). As such, the Defendants actions were improper.

COUNT 1002

AIDING AND ABETTING TORTIOUS CONDUCT

4602. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4601 of Plaintiff's Complaint.

4603. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4604. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4605. In November 2021, all or some of the Defendants knew that all or some of them were committing an intentional tort when the Defendants interfered with Plaintiff's advertising by unlawfully adding an electronic button that required the broker or agent to agree to NAR Policy Statement 8.0 and WMAR Rules and Regulations Section 2.15 before they could access Flex (MLS). When Plaintiff clicked the 'disagree' button it would not allow access to Flex (MLS). These actions infringed upon Plaintiffs relationship with their clients and infringed on the duties the Plaintiffs have to supervise all advertising and provide advertising pursuant to Arizona Administrative

1 Code R4-28-502(G). The Defendants knew that this conduct constituted a breach of
2 duty. And the Defendants substantially assisted or encouraged the primary tortfeasor
3 in the achievement of the breach.

4
5 **COUNT 1003**

6 **BREACH OF CONTRACT**

7
8 4606. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4605 of
9 Plaintiff's Complaint.

10
11 4607. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
12 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
13 and access to homes and commercial property through lockboxes (Supra since at
14 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

15
16 4608. Despite anything written to the contrary, Defendants were aware that Plaintiffs
17 must comply with the ADRE Rules including the rules that the broker (in this case the
18 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
19 estate matters and discipline related to real estate agents and brokers.

20
21 4609. Beginning January 21, 2022, Defendants breached their duty when Defendants
22 redacted Plaintiff's contact information out of Plaintiffs listing #239140, causing
23 Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's real
24 estate brokerage license at risk and infringing on the duties the Plaintiffs have to

1 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
 2 duties Plaintiffs has to “ensure that all advertising contains accurate claims and
 3 representations, and **fully states** (emphasis added) factual material relating to the
 4 information advertised. A salesperson or broker shall not misrepresent the facts or
 5 create misleading impressions.” pursuant to Arizona Administrative Code R4-24-
 6 502(C). (See Exhibit 9). (See private and public version of listing #239140 collectively
 7 attached as Exhibit 147).

8
 9 **COUNT 1004**

10 **BREACH OF CONTRACT**

11
 12 4610. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4609 of
 13 Plaintiff’s Complaint.

14
 15 4611. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 16 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 17 and access to homes and commercial property through lockboxes (Supra since at
 18 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

19
 20 4612. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 21 must comply with the ADRE Rules including the rules that the broker (in this case the
 22 Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real
 23 estate matters and discipline related to real estate agents and brokers.

1 4613. Beginning January 21, 2022, Defendants breached their duty when Defendants,
2 through the Supra lockboxes excluded access to the home listed in Plaintiffs listing
3 #239140 to only WMAR members and not all real estate brokers and agents licensed
4 in Arizona, causing Plaintiffs to lose potential buyers causing a loss of income and
5 infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
6 Arizona Administrative Code R4-28-502(G) and the duties to their clients. (See Exhibit
7 9). (See private and public version of listing #239140 collectively attached as Exhibit
8 147).

9
10 **COUNT 1005**

11 **ANTITRUST LAWS**

12
13 4614. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4613 of
14 Plaintiff's Complaint.

15
16 4615. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
17 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
18 and access to homes and commercial property through lockboxes (Supra since at
19 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

20
21 4616. Despite anything written to the contrary, Defendants were aware that Plaintiffs
22 must comply with federal and state antitrust laws and the ADRE Rules including the
23 rules that the broker (in this case the Plaintiff) supervises all advertising and that
24

1 ADRE has exclusive jurisdiction over real estate matters and discipline related to real
2 estate agents and brokers.

3

4 4617. The Defendant's continued actions violate Arizona state antitrust laws. A.R.S. 44-
5 1402 states:

6 "A contract, combination or conspiracy between two or more persons in restraint of , or to
7 monopolize, trade or commerce, any part which is within this state is unlawful."

8

9 4618. A.R.S. 44-1403 further states:

10 "The establishment, maintenance or use of a monopoly or an attempt to establish a
11 monopoly of trade or commerce, any part of which is within this state, by any person for
12 the purpose of excluding competition or controlling, fixing or maintaining prices is unlawful."

13

14 4619. The Defendant's actions also violate federal antitrust laws including the Sherman
15 Act. 15 U.S. Code § 1 states:

16

17 "Every contract, ..., or conspiracy in the restraint of trade or commerce among the several
18 states, or with foreign nations, is declared illegal. Every person who shall make any
19 contract or engage in any combination conspiracy hereby declared to be illegal shall be
20 deemed guilty of a felony, and, on conviction thereof, shall be punished by fine, not
21 exceeding \$100,000,000 if a corporation or, if any other person, \$1,000,000, or by
22 imprisonment not exceeding 10 years or by both said punishments in the discretion of the
23 court."

24

1 4620. 15 U.S. Code § 15(a) further states:

2
3 "...[A]ny person who shall be injured in his business or property by any reason of anything
4 forbidden in the antitrust laws may sue therefor in any district court...and shall recover
5 threefold the damages by him sustained, and the cost of suit, including a reasonable
6 attorney's fee. The court may award...simple interest on actual damages for the period
7 beginning on the date of service".

8
9 4621. Beginning January 21, 2022, Defendants restricted commerce and excluded
10 competition by unlawfully and systematically redacting and excluding and interfering
11 with information in the Plaintiff's advertisements and limiting access to Plaintiff's
12 lockboxes on the homes and requiring that particular lockbox on the homes Plaintiffs
13 had for sale in Plaintiffs listing #239140. As such, Defendants are liable for treble
14 damages under this cause of action. (See private and public version of listing #239140
15 collectively attached as Exhibit 147).

16
17 **COUNT 1006**

18 **FIRST AMENDMENT**

19
20 4622. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4621 of
21 Plaintiff's Complaint.

22
23 4623. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3
4 4624. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8
9 4625. Beginning January 21, 2022, Defendants acted as a quasi -government actor and
10 infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S.
11 Constitution by redacted Plaintiff's contact information out of Plaintiffs listing #239140,
12 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
13 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
14 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
15 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
16 representations, and fully states (emphasis added) factual material relating to the
17 information advertised. A salesperson or broker shall not misrepresent the facts or
18 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
19 502(C). (See Exhibit 9). (See private and public version of listing #239140 collectively
20 attached as Exhibit 147).

21
22 **COUNT 1007**

23 **FIRST AMENDMENT**

1 4626. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4625 of
2 Plaintiff's Complaint.

3
4 4627. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 4628. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 4629. Beginning January 21, 2022, Defendants acted as a quasi -government actor and
15 infringed on the Plaintiff's advertising in violation of the First Amendment of the U.S.
16 Constitution when Defendants, through the Supra lockboxes excluded access to the
17 home listed in Plaintiffs listing #239140 to only WMAR members and not all real estate
18 brokers and agents licensed in Arizona, causing Plaintiffs to lose potential buyers
19 causing a loss of income and infringing on the duties the Plaintiffs have to supervise
20 all advertising pursuant to Arizona Administrative Code R4-28-502(G) and the duties
21 to their clients. (See Exhibit 9). (See private and public version of listing #239140
22 collectively attached as Exhibit 147).

NEGLEGEANCE

4630. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4629 of Plaintiff's Complaint.

4631. Plaintiffs entered into a contract with Defendants on or about January 1, 1999 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex) and access to homes and commercial property through lockboxes (Supra since at least 2015) to enhance Plaintiff's business as a real estate agent or broker.

4632. Despite anything written to the contrary, Defendants were aware that Plaintiffs must comply with the ADRE Rules including the rules that the broker (in this case the Plaintiff) supervises **all advertising** and that ADRE has exclusive jurisdiction over real estate matters and discipline related to real estate agents and brokers.

4633. Beginning January 21, 2022, Defendants owed Plaintiffs a duty to not infringe on the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution, state law and administrative code as previously cited.

4634. Defendants breached this duty by redacting Plaintiff's contact information out of Plaintiffs listing #239140

4635. Defendants foreseeably and proximately caused Plaintiffs to lose potential buyers, a loss of income and emotional distress by redacting Plaintiff's contact information out of Plaintiffs listing #239140.

1
2 4636. Defendants foreseeably and proximately caused Plaintiff's real estate brokerage
3 license to be at risk and infringed on the duties the Plaintiffs have to supervise all
4 advertising pursuant to Arizona Administrative Code R4-28-502(G); the duties
5 Plaintiffs has to "ensure that all advertising contains accurate claims and
6 representations, and **fully states** (emphasis added) factual material relating to the
7 information advertised; and the duties a salesperson or broker has to not misrepresent
8 the facts or create misleading impressions pursuant to Arizona Administrative Code
9 R4-24-502(C). (See Exhibit 9). (See private and public version of listing #239140
10 collectively attached as Exhibit 147).

11
12 4637. The Defendant's actions foreseeably and proximately caused a loss of income
13 and/or potential income and caused emotional distress to the Plaintiffs as well as the
14 potential loss of Plaintiff's real estate license. (See Exhibit 9). (See private and public
15 version of listing #239140 collectively attached as Exhibit 147).

16
17 **COUNT 1009**

18 **NEGLEGEANCE**

19
20 4638. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4637 of
21 Plaintiff's Complaint.

22
23 4639. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
24 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)

1 and access to homes and commercial property through lockboxes (Supra since at
2 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

3

4 4640. Despite anything written to the contrary, Defendants were aware that Plaintiffs
5 must comply with the ADRE Rules including the rules that the broker (in this case the
6 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
7 estate matters and discipline related to real estate agents and brokers.

8

9 4641. Beginning January 21, 2022, Defendants owed Plaintiffs a duty to not infringe on
10 the Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution
11 and state law and administrative code as previously cited.

12

13 4642. Beginning January 21, 2022, Defendants breached this duty by infringing on the
14 Plaintiff's advertising in violation of the First Amendment of the U.S. Constitution when
15 Defendants, through the Supra lockboxes excluded access to the home listed in
16 Plaintiffs listing #239140 to only WMAR members and not all real estate brokers and
17 agents licensed in Arizona,

18 4643. Defendants breach foreseeably and proximately caused Plaintiffs to lose potential
19 buyers and sellers.

20

21 4644. Defendant's breach foreseeably and proximately caused a loss of income and
22 emotional distress to Plaintiffs and the potential loss of Plaintiff's real estate license
23 by excluding access through the Supra Lockboxes to Plaintiffs listing #239140. (See

24

1 Exhibit 9). (See private and public version of listing #239140 collectively attached as
2 Exhibit 147).

3

4

COUNT 1010

5

TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

6

7 4645. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4644 of
8 Plaintiff's Complaint.

9

10 4646. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
11 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
12 and access to homes and commercial property through lockboxes (Supra since at
13 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

14

15 4647. Despite anything written to the contrary, Defendants were aware that Plaintiffs
16 must comply with the ADRE Rules including the rules that the broker (in this case the
17 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
18 estate matters and discipline related to real estate agents and brokers.

19

20 4648. Beginning January 21, 2022, there existed a valid contractual relationship between
21 the Plaintiffs and their client for listing #239140 and/or a business expectancy. The
22 Defendants had knowledge of this relationship and/or business expectancy. The
23 Defendants intentionally interfered with this contract and/or business expectancy
24 which induced or caused a breach when Defendants redacted Plaintiff's contact

1 information out of Plaintiffs listing #239140, causing Plaintiffs to lose potential buyers
 2 causing a loss of income, placing Plaintiff's real estate brokerage license at risk and
 3 infringing on the duties the Plaintiffs have to supervise all advertising pursuant to
 4 Arizona Administrative Code R4-28-502(G); the duties Plaintiffs has to "ensure that all
 5 advertising contains accurate claims and representations, and **fully states** (emphasis
 6 added) factual material relating to the information advertised. A salesperson or broker
 7 shall not misrepresent the facts or create misleading impressions." pursuant to
 8 Arizona Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public
 9 version of listing #239140 collectively attached as Exhibit 147). As such, the
 10 Defendants actions were improper.

11 12 **COUNT 1011**

13 **TORTIOUS INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP**

14
 15 4649. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4648 of
 16 Plaintiff's Complaint.

17
 18 4650. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 19 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 20 and access to homes and commercial property through lockboxes (Supra since at
 21 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

22
 23 4651. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 24 must comply with the ADRE Rules including the rules that the broker (in this case the

1 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
2 estate matters and discipline related to real estate agents and brokers.

3
4 4652. Beginning January 21, 2022, there existed a valid contractual relationship and/or
5 business expectancy between the Plaintiffs and their client for listing #239140 and /or
6 others. The Defendants had knowledge of this relationship and/or business
7 expectancy. The Defendants intentionally interfered with this contract and or business
8 expectancy which induced or caused a breach when the Defendants through the
9 Supra lockboxes excluded access to the home listed in Plaintiffs listing #239140 to
10 only WMAR members and not all real estate brokers and agents licensed in Arizona,
11 causing Plaintiffs to lose potential buyers causing a loss of income, placing Plaintiff's
12 real estate brokerage license at risk and infringing on the duties the Plaintiffs have to
13 supervise all advertising pursuant to Arizona Administrative Code R4-28-502(G); the
14 duties Plaintiffs has to "ensure that all advertising contains accurate claims and
15 representations, and fully states (emphasis added) factual material relating to the
16 information advertised. A salesperson or broker shall not misrepresent the facts or
17 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
18 502(C). (See Exhibit 9). (See private and public version of listing #239140 collectively
19 attached as Exhibit 147). As such, the Defendants actions were improper

20
21 **COUNT 1012**

22 **AIDING AND ABETTING TORTIOUS CONDUCT**
23
24

1 4653. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4652 of
2 Plaintiff's Complaint.

3
4 4654. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
5 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
6 and access to homes and commercial property through lockboxes (Supra since at
7 least 2015) to enhance Plaintiff's business as a real estate agent or broker.

8
9 4655. Despite anything written to the contrary, Defendants were aware that Plaintiffs
10 must comply with the ADRE Rules including the rules that the broker (in this case the
11 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
12 estate matters and discipline related to real estate agents and brokers.

13
14 4656. Beginning January 21, 2022, all or some of the Defendants knew that all or some
15 of them were committing an intentional tort when the Defendants redacted Plaintiff's
16 contact information out of Plaintiffs listing #239140. The Defendants knew that this
17 conduct constituted a breach of duty. And the Defendants substantially assisted or
18 encouraged the primary tortfeasor in the achievement of the breach.

19
20 4657. This action caused the Plaintiffs to lose potential buyers causing a loss of income,
21 placing the Plaintiff's real estate brokerage license at risk and infringing on the duties
22 the Plaintiffs have to supervise all advertising pursuant to Arizona Administrative Code
23 R4-28-502(G); the duties the Plaintiffs has to "ensure that all advertising contains
24 accurate claims and representations, and fully states (emphasis added) factual

1 material relating to the information advertised. A salesperson or broker shall not
 2 misrepresent the facts or create misleading impressions.” pursuant to Arizona
 3 Administrative Code R4-24-502(C). (See Exhibit 9). (See private and public version
 4 of listing #239140 collectively attached as Exhibit 147).

6 **COUNT 1013**

7 **AIDING AND ABETTING TORTIOUS CONDUCT**

8
 9 4658. Plaintiffs re-allege the allegations contained in Paragraphs 1 through 4657 of
 10 Plaintiff’s Complaint.

11
 12 4659. Plaintiffs entered into a contract with Defendants on or about January 1, 1999
 13 where Plaintiffs paid Defendants to provide advertising through an MLS service (Flex)
 14 and access to homes and commercial property through lockboxes (Supra since at
 15 least 2015) to enhance Plaintiff’s business as a real estate agent or broker.

16
 17 4660. Despite anything written to the contrary, Defendants were aware that Plaintiffs
 18 must comply with the ADRE Rules including the rules that the broker (in this case the
 19 Plaintiff) supervises all advertising and that ADRE has exclusive jurisdiction over real
 20 estate matters and discipline related to real estate agents and brokers.

21
 22 4661. Beginning January 21, 2022, all or some of the Defendants knew that all or some
 23 of them were committing an intentional tort when the Defendants through the Supra
 24 lockboxes excluded access to the home listed in Plaintiffs listing #239140 to only

1 WMAR members and not all real estate brokers and agents licensed in Arizona. The
2 Defendants knew that this conduct constituted a breach of duty. And the Defendants
3 substantially assisted or encouraged the primary tortfeasor in the achievement of the
4 breach.

5
6 4662. This caused Plaintiffs to lose potential buyers causing a loss of income, placing
7 Plaintiff's real estate brokerage license at risk and infringing on the duties the Plaintiffs
8 have to supervise all advertising pursuant to Arizona Administrative Code R4-28-
9 502(G); the duties Plaintiffs has to "ensure that all advertising contains accurate claims
10 and representations, and **fully states** (emphasis added) factual material relating to the
11 information advertised. A salesperson or broker shall not misrepresent the facts or
12 create misleading impressions." pursuant to Arizona Administrative Code R4-24-
13 502(C). (See Exhibit 9). (See private and public version of listing #239140 collectively
14 attached as Exhibit 147).

15
16 **WHEREFORE**, Plaintiffs pray for judgment as follows

17
18 1. As a direct and proximate result of Defendants' breach of contract, Plaintiffs
19 have suffered damages in an amount to be proven at trial.

20 2. As this cause of action arises out of contract, Plaintiffs are entitled to their
21 reasonable attorney's fees and costs, together with interest thereon at the legal rate per
22 annum, accrued and accruing, from date of judgment until paid in full in accordance with
23 A.R.S. §§ 12-341 and 12.341.01.

1 3. For compensatory damages in an amount to be proven at trial;

2 4. Punitive Damages in the amount of \$1,180,200,000.00;¹⁶

3 5. For interest on any judgment due and owing to Plaintiffs at the legal rate
4 per annum, accrued and accruing, from date of judgment until paid in full as provided
5 under Arizona law;

6 6. For injunctive relief permanently enjoining Defendants from interfering with
7 Plaintiff's real estate business in any way to include all real estate brokers and agents in
8 Arizona or states with similar laws.

9 7. Plaintiffs request a jury on all counts.

10 8. For such other and further relief as the Court deems be just and proper in
11 the circumstances.

12 **RESPECTFULLY SUBMITTED** this 25th day of January, 2022.

13 **CORONADO LAW FIRM, P.L.L.C.**

14 /s/ Eduardo H. Coronado
15 Eduardo H. Coronado, Esq.
16 Attorneys for Plaintiffs

17
18 ¹⁶ The amount of the Punitive Damages is the Plaintiff's estimate of the Defendant's annual gross income. It is
19 based upon the \$843.00 per year that Plaintiff, Grady Hillis, pays to the Defendants per year for their services times
the 1.4 million Realtors the DOJ says there are in this country. (Some estimates now show this as high as 1.5
million). Using the DOJ's more conservative number, this total is \$1,180,200,000.00.

20 Further, there are 89 Antitrust causes of action in this complaint. All of them could have been broken into three
21 separate causes of action for the Defendants redacting broker/agent information out of (FLEX) MLS, limiting
access to lockboxes and not allowing broker/agent financial information to be put in the listing. This total total
22 would be as high as 267 causes of action. Using the more conservative number of 89 and the lower number in fines
in the Antitrust statutes (\$10,000,000.00) this total is \$890,000,000.00. These totals together equal
\$2,070,200,000.00. (In addition to up to 890 years in prison and several Felony counts).

23 Although the DOJ continues to make strides to remedy this nationwide problem, the Defendants continue to violate
24 the law having a detrimental effect on at least 1.4 million real estate agents and brokers and a much greater number of
home buyers in this country. Nothing less than a large Punitive Damages result and a permanent injunction will cause
the Defendants to change their illegal ways.