

35. QNI engaged in the above conduct deliberately, with the intention and purpose of eliminating competitors in the short run and reducing competition and maximizing its monopolistic profits in the long run.

36. QNI's pricing schemes were economically irrational but for the impact on competition.

37. QNI's pricing schemes attempted to exclude TSS on the basis of something other than efficiency.

38. In both the Print Advertising Market and the High Density Distribution Print Advertising Submarket, QNI used threats and intimidation as a way of coercing customers to buy advertising space in the Herald-Whig and the Merchant, including express threats that QNI would not do business with customers who did not do business with QNI.

39. In both the Print Advertising Market and the High Density Distribution Print Advertising Submarket, QNI offered customers a reward of free or below-cost advertisements if they bought advertisements in the Herald-Whig and the Merchant to the exclusion of TSS, and threatened a corresponding punishment of prices that were oppressively high if customers bought advertisements from TSS.

40. QNI acted on the "reward/punishment" choice it gave customers, rewarding the "loyal" customers with free and below-cost prices, and punishing the "disloyal" customers with oppressively high prices.

41. Should TSS exit the Print Advertising Market or High Density Distribution Print Advertising Submarket, QNI would be able to, and, in fact, would resume and sustain charging supracompetitive prices for advertisements in those markets, and would recoup its

losses from pricing below its costs and, further, gain additional profit over and above its losses from the monopolies that would remain, ultimately harming advertisers and consumers. .

42. As part of its anticompetitive activity and attempts to drive TSS out of business, QNI also leveraged its monopoly power in the Print Advertising Market to gain or maintain a competitive advantage, and to gain or maintain the monopoly it had and/or has in the High Density Distribution Print Advertising Submarket by, for example, requiring certain customers desiring advertising in the Print Advertising Market to buy additional advertising in the High Density Distribution Print Advertising Submarket, and by packaging advertising in such a way that customers would receive free advertisements in the High Density Distribution Print Advertising Submarket. Such conduct was an abuse of monopoly power in one market used to keep or gain monopoly power in another market.

43. As part of its anticompetitive activity and attempts to drive TSS out of business, QNI also engaged in illegal tying arrangements by, for example, agreeing to sell advertising to customers in the Herald-Whig only on the condition that the customers also purchase advertising in the Merchant, or at least agree that they would not purchase advertising from any other supplier, specifically including TSS.

44. As part of its anticompetitive activity and attempts to drive TSS out of business, QNI also used its local radio and television stations to its advantage by offering package deals whereby, at below-cost prices, customers obtained advertising on QNI's local radio and television stations, and in the Herald-Whig and the Merchant. QNI is one of only nine entities in the United States that has a "grandfather" exclusion from the FCC's prohibition against cross ownership of newspapers, television stations, and radio stations. One of the goals of the FCC's

rule is to promote economic competition. The FCC's rule protects against the very anticompetitive behavior in which QNI is engaging: packaging of newspaper and broadcast products to squeeze out competitors in particular market sectors. QNI has willfully abused the "grandfather" exclusion it received from the FCC. QNI's below-cost pricing and its packaging policies made purchase of the advertisements in both the Herald-Whig and the Merchant together, and in some cases including QNI's broadcast properties, the only viable economic option for customers, even where the customers were only seeking advertisements in either the Herald-Whig or the Merchant.

45. Customers were thereby coerced to buy advertising in either the Merchant or the Herald-Whig, or both.

46. As part of its anticompetitive activity and attempts to drive TSS out of business, QNI also made exclusive dealing arrangements that violated antitrust laws by, for example, entering into arrangements which required customers to purchase advertising in the Herald-Whig and in the Merchant for a period of time exclusively from QNI, and forbidding customers from purchasing advertising from QNI's competitors, specifically TSS.

47. As part of its anticompetitive activity and attempts to drive TSS out of business, QNI also blatantly violated TSS's copyrights. On many occasions, QNI copied or scanned TSS's copyrighted artwork without permission, and used such artwork in advertisements appearing in its publications.

48. As part of its anticompetitive activity and attempts to drive TSS out of business, QNI also disparaged TSS and its products by sending letters to TSS's customers and potential customers containing false and inflammatory statements about TSS and its product, such as

calling it a rotten banana peel, and by having its salespeople make disparaging remarks about TSS to TSS's customers and potential customers.

**COUNT I**  
**(Monopolization in the Print Advertising Market in  
Violation of Section 2 of the Sherman Act)**

49. TSS realleges and incorporates the allegations contained in paragraphs 1-48 above.

50. QNI is a monopolist in the Print Advertising Market in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

51. QNI, by engaging in anticompetitive conduct consisting of predatory pricing, monopolistic leveraging, refusals to deal, illegal tying arrangements, illegal exclusive dealing arrangements, copyright violations, and/or tortious conduct, willfully acquired or maintained monopoly power in the Print Advertising Market in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

52. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

53. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's monopolization is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated Section 2 of the Sherman Act, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's monopolization, and that

the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000).

Furthermore, plaintiff TSS prays that this Court award it prejudgment interest, the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

## COUNT II

### **(Monopolization in the High Density Distribution Print Advertising Submarket in Violation of Section 2 of the Sherman Act)**

54. TSS realleges and incorporates the allegations contained in paragraphs 1-53 above.

55. QNI is a monopolist in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

56. QNI, by engaging in anticompetitive conduct consisting of predatory pricing, monopolistic leveraging, refusals to deal, illegal tying arrangements, illegal exclusive dealing arrangements, copyright violations, and/or tortious conduct, willfully acquired or maintained monopoly power in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

57. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

58. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's monopolization is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated Section 2 of the Sherman Act, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's monopolization, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it prejudgment interest, the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

### **COUNT III**

#### **(Tying Arrangements in Violation of Section 1 of the Sherman Act, Section 2 of the Sherman Act, and Section 3 of the Clayton Act)**

59. TSS realleges and incorporates the allegations contained in paragraphs 1-58 above.

60. QNI is a monopolist in the Print Advertising Market in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

61. QNI has engaged in illegal tying arrangements involving two separate products.

62. QNI agreed to sell advertising to customers in the Herald-Whig (in the Print Advertising Market) only on the condition that customers also purchase advertising in the Merchant (in the High Density Distribution Print Advertising Submarket), or at least agree that they would not purchase advertising from any other supplier, specifically including TSS.

63. In some instances, QNI effectively would not sell advertising in the Herald-Whig unless the particular customer also bought advertising in the Merchant; customers were thereby coerced to buy advertising in the Merchant, even though the customers did not want such advertising.

64. In some instances, QNI used its local radio and television stations to its advantage by offering package deals whereby, at below-cost prices, customers obtained advertising on QNI's local radio and television stations, and in the Herald-Whig and the Merchant.

65. QNI's below-cost pricing and its packaging policies made purchase of the tying products (the Herald-Whig, as well as QNI's local broadcast properties) and the tied product (the Merchant) together the only viable economic option for customers. Customers were thereby coerced to buy advertising in the Merchant, even though the customers did not want such advertising.

66. QNI had sufficient economic power in the Print Advertising Market for the tying product to enable it to restrain the trade in the High Density Distribution Print Advertising Submarket for the tied product.

67. A substantial amount of interstate commerce in the tied product (advertising in the Merchant) is affected.

68. QNI, by engaging in illegal tying arrangements, willfully acquired or maintained monopoly power in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

69. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

70. TSS does not know the full extent of its damages but believes that its total - actual damages from QNI's illegal tying arrangements is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated Section 1 and 2 of the Sherman Act and Section 3 of the Clayton Act, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's tying arrangements, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it prejudgment interest, the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

#### **COUNT IV**

#### **(Exclusive Dealing Arrangements in the Print Advertising Market in Violation of Section 1 of the Sherman Act, Section 2 of the Sherman Act, and Section 3 of the Clayton Act)**

71. TSS realleges and incorporates the allegations contained in paragraphs 1-70 above.

72. QNI is a monopolist in the Print Advertising Market in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

73. In the Print Advertising Market, QNI entered into illegal exclusive dealing arrangements with its customers in restraint of trade.

74. QNI entered into arrangements which required customers to purchase advertising in the Herald-Whig and the Merchant for a period of time exclusively from QNI, and forbade customers from purchasing advertising from QNI's competitors, specifically TSS.

75. QNI's conduct had a significantly adverse effect on competition in the Print Advertising Market in Quincy, Illinois, including significantly limiting the opportunities for competitors in that market, specifically including TSS, to effectively enter into and/or remain in that market.

76. QNI, by engaging in illegal exclusive dealing arrangements, willfully acquired or maintained monopoly power in the Print Advertising Market in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

77. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

78. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's illegal exclusive dealing arrangements is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated Section 1 and 2 of the Sherman Act and Section 3 of the Clayton Act, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's exclusive dealing arrangements, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that

this Court award it prejudgment interest, the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

**COUNT V**

**(Exclusive Dealing Arrangements in the High Density Distribution Print Advertising Submarket in Violation of Section 1 of the Sherman Act, Section 2 of the Sherman Act, and Section 3 of the Clayton Act)**

79. TSS realleges and incorporates the allegations contained in paragraphs 1-78 above.

80. QNI is a monopolist in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

81. In the High Density Distribution Print Advertising Submarket, QNI entered into illegal exclusive dealing arrangements with its customers in restraint of trade.

82. QNI entered into arrangements which required customers to purchase advertising in the Merchant for a period of time exclusively from QNI, and forbade customers from purchasing advertising from QNI's competitors, specifically TSS.

83. QNI's conduct had a significantly adverse effect on competition in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, including significantly limiting the opportunities for competitors in that market, specifically including TSS, to effectively enter into or remain in that market.

84. QNI, by engaging in illegal exclusive dealing arrangements, willfully acquired or maintained monopoly power in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

85. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

86. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's illegal exclusive dealing arrangements is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated Section 1 and 2 of the Sherman Act and Section 3 of the Clayton Act, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's exclusive dealing arrangements, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it prejudgment interest, the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

**COUNT VI**  
**(Predatory Pricing in the Print Advertising Market  
in Violation of Section 2 of the Sherman Act)**

87. TSS realleges and incorporates the allegations contained in paragraphs 1-86 above.

88. QNI is a monopolist in the Print Advertising Market in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

89. QNI charged prices for advertisements in the Herald-Whig and the Merchant, together and separately, in the Print Advertising Market that were below costs.

90. QNI, by engaging in predatory pricing in the Print Advertising Market, and in light of its other conduct described above, willfully acquired or maintained monopoly power in the Print Advertising Market in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

91. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

92. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's predatory pricing is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated Section 2 of the Sherman Act and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's predatory pricing, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it prejudgment interest, the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

**COUNT VII**

**(Predatory Pricing in the High Density Distribution Print Advertising Submarket  
in Violation of Section 2 of the Sherman Act)**

93. TSS realleges and incorporates the allegations contained in paragraphs 1-92 above.

94. QNI is a monopolist in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

95. QNI charged prices for advertisements in the Merchant in the High Density Distribution Print Advertising Submarket that were below costs.

96. QNI, by engaging in predatory pricing in the High Density Distribution Print Advertising Submarket, and in light of its other conduct described above, willfully acquired or maintained monopoly power in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

97. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

98. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's predatory pricing is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated Section 2 of the Sherman Act and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's predatory pricing, and

that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it prejudgment interest, the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

**COUNT VIII**  
**(Leveraging in Violation of Section 2 of the Sherman Act)**

99. TSS realleges and incorporates the allegations contained in paragraphs 1-98 above.

100. QNI is a monopolist in the Print Advertising Market in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

101. QNI, by leveraging its monopoly power in the Print Advertising Market in Quincy, Illinois, to gain or keep a competitive advantage in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, and to keep or gain the monopoly it had and has in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, willfully acquired or maintained monopoly power in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

102. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

103. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's monopolistic leveraging is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated Section 2 of the Sherman Act and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's monopolistic leveraging, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it prejudgment interest, the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

**COUNT IX**  
**(Refusals to Deal in the Print Advertising Market  
in Violation of Section 2 of the Sherman Act)**

104. TSS realleges and incorporates the allegations contained in paragraphs 1-103 above.

105. QNI is a monopolist in the Print Advertising Market in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

106. QNI refused to deal with its competitor TSS's customers in the Print Advertising Market.

107. In the Print Advertising Market, QNI offered customers a reward of free or below-cost advertisements if they bought advertisements in the Herald-Whig and the Merchant to the exclusion of TSS, and threatened a corresponding punishment of oppressively high prices for advertisements if customers bought advertisements from TSS.

108. QNI acted on the "reward/punishment" choice it gave customers, rewarding the "loyal" customers with free and other below-cost prices, and punishing the "disloyal" customers with oppressively high prices.

109. QNI, by refusing to deal with TSS's customers, willfully acquired or maintained monopoly power in the Print Advertising Market, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

110. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

111. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's refusals to deal is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated Section 2 of the Sherman Act and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's refusals to deal, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000).

Furthermore, plaintiff TSS prays that this Court award it prejudgment interest, the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

COUNT X

**(Refusals to Deal in the High Density Distribution Print Advertising Submarket  
in Violation of Section 2 of the Sherman Act)**

112. TSS realleges and incorporates the allegations contained in paragraphs 1-111 above.

113. QNI is a monopolist in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

114. QNI refused to deal with its competitor TSS's customers in the High Density Distribution Print Advertising Submarket.

115. In the High Density Distribution Print Advertising Submarket, QNI offered customers a reward of free or below-cost advertisements if they bought advertisements in the Merchant to the exclusion of TSS, and threatened a corresponding punishment of oppressively high prices for advertisements if customers bought advertisements from TSS.

116. QNI acted on the "reward/punishment" choice it gave customers, rewarding the "loyal" customers with free and other below-cost prices, and punishing the "disloyal" customers with oppressively high prices.

117. QNI, by refusing to deal with TSS's customers, willfully acquired or maintained monopoly power in the High Density Distribution Print Advertising Submarket, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

118. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

119. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's refusals to deal is at least Eight Million Eight Hundred Seven - Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated Section 2 of the Sherman Act and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's refusals to deal, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it prejudgment interest, the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

**COUNT XI**  
**(Attempt to Monopolize the Print Advertising Market  
in Violation of Section 2 of the Sherman Act)**

120. TSS realleges and incorporates the allegations contained in paragraphs 1-119 above.

121. Alternatively, by engaging in the above conduct, QNI attempted to monopolize the Print Advertising Market in Quincy, Illinois.

122. QNI had specific intent to control prices and destroy competition in the Print Advertising Market in Quincy, Illinois.

123. QNI, by engaging in the conduct described above, engaged in anticompetitive conduct directed at accomplishing the unlawful objective of controlling prices and destroying competition in the Print Advertising Market in Quincy, Illinois.

124. There was and is a dangerous probability of success of QNI achieving a monopoly in the Print Advertising Market in Quincy, Illinois.

125. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

126. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's attempt to monopolize is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated Section 2 of the Sherman Act, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's attempt to monopolize, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it prejudgment interest, the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

#### **COUNT XII**

#### **(Attempt to Monopolize the High Density Distribution Print Advertising Submarket in Violation of Section 2 of the Sherman Act)**

127. TSS realleges and incorporates the allegations contained in paragraphs 1-126 above.

128. Alternatively, by engaging in the above conduct, QNI attempted to monopolize the High Density Distribution Print Advertising Submarket in Quincy, Illinois.

129. QNI had specific intent to control prices and destroy competition in the High Density Distribution Print Advertising Submarket in Quincy, Illinois.

130. QNI, by engaging in the conduct described above, engaged in anticompetitive conduct directed at accomplishing the unlawful objective of controlling prices and destroying competition in the High Density Distribution Print Advertising Submarket in Quincy, Illinois.

131. There was and is a dangerous probability of success of QNI achieving a monopoly in the High Density Distribution Print Advertising Submarket in Quincy, Illinois.

132. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

133. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's attempt to monopolize is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated Section 2 of the Sherman Act, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's attempt to monopolize, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it prejudgment interest, the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

**COUNT XIII**

**(Preliminary and Permanent Injunction for Violation of Federal Antitrust Laws Pursuant to Section 16 of the Clayton Act)**

134. TSS realleges and incorporates the allegations contained in paragraphs 1-133 above.

135. Due to QNI's conduct in violation of the antitrust laws, as described above, TSS is threatened with continuing loss and damage.

136. TSS is likely to succeed on the merits of its claims asserted in Counts I-XII above.

137. TSS is threatened with irreparable harm with no adequate remedy at law as TSS will be forced to go out of business, imminently, if QNI does not cease and desist its anticompetitive conduct.

138. The threatened injury to TSS outweighs any harm the injunction may inflict on QNI and TSS believes there is no such harm to QNI.

139. The granting of the preliminary and permanent injunction is in the public interest as consumers will benefit from free competition rather than monopolies.

140. The granting of the preliminary and permanent injunction is authorized by Section 16 of the Clayton Act.

WHEREFORE, plaintiff TSS prays that the Court issue a preliminary and permanent injunction prohibition defendant QNI from engaging in anticompetitive conduct consisting of predatory pricing, monopolistic leveraging, refusals to deal, illegal tying arrangements, and illegal exclusive dealing arrangements. Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

**COUNT XIV**  
**(Copyright Infringement in Violation of the U.S. Copyright Act,  
17 U.S.C. Sections 106 and 502-505)**

141. TSS realleges and incorporates the allegations contained in paragraphs 1-140 above.

142. TSS has created many original pictorial works of authorship in the form of advertisements promoting the goods or services of various entities that agreed to place advertising in TSS (the "Copyrighted Works").

143. TSS is the owner of copyrights in Copyrighted Works.

144. TSS has complied with all the requirements of the U.S. Copyright Act, 17 U.S.C. Section 411, in that it has filed applications for U.S. copyright registration of the Copyrighted Works.

145. With one exception, the Copyrighted Works were all published in TSS in 2001. On information and belief, QNI had access to TSS's unpublished original advertisement for one company, Washington Perk.

146. Subsequent to the date on which TSS's original works appeared in TSS, or the date on which QNI had access to TSS's original works, and without the consent or authorization of TSS, QNI published advertisements in the Herald-Whig and/or the Merchant that are substantially identical to the Copyrighted Works.

147. The Infringing Works have been widely published and disseminated within this district.

148. The activities of QNI complained of herein are continuing, constitute willful and intentional infringement of TSS's copyrights and are in total disregard of TSS's rights under 17 U.S.C. Section 106.

149. TSS has no adequate remedy at law and is suffering irreparable harm and damages as a result of the acts of QNI in an amount thus far not determined.

WHEREFORE, plaintiff TSS prays that the Court, pursuant to 17 U.S.C. Sections 502-505, enter an Order:

A. Preliminarily and permanently enjoining and restraining QNI, its officers, directors, principals, agents, servants, employees, successors and assigns, and all those in acting in concert and participation with them, from:

- (i) Imitating, copying or making unauthorized use of TSS's Copyrighted Works;
- (ii) Manufacturing, producing, distributing, circulating, selling, offering for sale, advertising, promoting or displaying the Infringing Works or any other simulation, reproduction, counterfeit, copy or colorable imitation of TSS's Copyrighted Works;
- (iii) Publishing or using the Infringing Works or any other simulation, reproduction, counterfeit, copy or colorable imitation of TSS's Copyrighted Works.

B. Directing that QNI deliver for destruction all advertisements and other materials in their possession and control, including the Infringing Works, bearing any of TSS's Copyrighted Works or any other simulation, reproduction, counterfeit, copy or colorable imitation of the Copyrighted Works.

C. Directing that QNI be required to account for and relinquish to TSS all gains, profits and advantages derived by QNI through its infringement of TSS's copyrights.

D. Directing that QNI be required to pay TSS such damages as it sustained as a consequence of QNI's infringement of TSS's copyrights.

E. Awarding TSS treble damages and attorney's fees for QNI's willful infringement of TSS's copyrights.

F. Awarding TSS statutory damages for each of the Copyrighted Works that QNI has infringed.

G. Awarding TSS its costs and attorney's fees.

H. Awarding TSS such other and further relief as the Court may deem just and proper under the circumstances.

#### **COUNT XV**

#### **(Monopolization in the Print Advertising Market in Violation of Illinois Antitrust Act)**

150. TSS realleges and incorporates the allegations contained in paragraphs 1-149 above.

151. QNI is a monopolist in the Print Advertising Market in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

152. QNI, by engaging in anticompetitive conduct consisting of predatory pricing, monopolistic leveraging, refusals to deal, illegal tying arrangements, illegal exclusive dealing arrangements, copyright violations, and/or tortious conduct, willfully acquired or maintained monopoly power in the Print Advertising Market in Quincy, Illinois, as distinguished from growth or development as a consequence of a superior product, business acumen, or historic accident.

153. As a result of QNI's conduct, TSS has suffered and continues to suffer injury.

154. TSS does not know the full extent of its damages but believes that its total actual damages from QNI's monopolization is at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000), to be proved at trial.

WHEREFORE, plaintiff TSS prays that defendant QNI be adjudged to have violated 740 ILCS 10/3, and that this Honorable Court enter a judgment in an amount to be proved at trial and of at least Eight Million Eight Hundred Seven Thousand Dollars (\$8,807,000) as and for plaintiff TSS's actual damages as a result of defendant QNI's monopolization, and that the Court treble said actual damages as required by law and enter a total judgment in the amount of Twenty-Six Million Four Hundred Twenty-One Thousand Dollars (\$26,421,000). Furthermore, plaintiff TSS prays that this Court award it the costs of the suit including reasonable attorneys' fees as required by law and for such other and further relief as the Court may deem just and proper.

#### **COUNT XVI**

#### **(Monopolization in the High Density Distribution Print Advertising Submarket in Violation of Illinois Antitrust Act)**

155. TSS realleges and incorporates the allegations contained in paragraphs 1-154 above.

156. QNI is a monopolist in the High Density Distribution Print Advertising Submarket in Quincy, Illinois, in that it had and has the power to control market prices or exclude competition in such market.

157. QNI, by engaging in anticompetitive conduct consisting of predatory pricing, monopolistic leveraging, refusals to deal, illegal tying arrangements, illegal exclusive dealing arrangements, copyright violations, and/or tortious conduct, willfully acquired or maintained monopoly power in the High Density Distribution Print Advertising Submarket in Quincy,