**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (DAYTON)**

Kenny Thomas Enterprises, Inc. (d/b/a Olathe Toyota), on behalf of itself and all those similarly situated, Plaintiff, vs. CDK Global, LLC, and The Reynolds and Reynolds Company. Defendants.	Case No: 3:18-cv-29 **CLASS ACTION COMPLAINT** <u>**DEMAND FOR JURY TRIAL**</u>

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INTRODUCTION

1.   This case concerns the illegal and anticompetitive practices of duopolists in the markets for data management and integration systems sold to auto dealerships. The brains of an auto dealer's operation is its data management system ("DMS"). The DMS stores all data relevant to the dealership, from payroll to inventory to customer information. Without the DMS, the dealership's operations come to a screeching halt. The dealer cannot manage inventory, secure vehicle financing for customers, transfer title for vehicles it sells, pay its bills, or pay the commissions it owes.

2.   While a powerful DMS is necessary, it is not sufficient for dealers to run their businesses. Data extracted from the DMS is in a raw format, which needs to be cleaned up, reformatted, and organized in such a way that it can be useful to both dealers and the many vendors with which they do business. Dealers regularly give third-party vendors access to the information stored in their DMS system. In fact, the average dealership uses eighteen different pieces of vendor software to run their day-to-day operations. These vendors and their software cannot do their jobs without having access to the dealer's DMS database. This process of transforming the raw data in the DMS into a usable format which can function with vendor software is called "data integration." Thus, in addition to the DMS, dealers need data integration services.

3.   There are two dominant players in the DMS market, Defendants CDK Global and Reynolds & Reynolds, which together control 75% of the market. For decades, both CDK and Reynolds assured their customers (the dealerships) that the data that dealers gathered and stored in their DMS systems belonged to the dealers. CDK and Reynolds were adamant that dealers could do whatever they wanted with their own data, including allowing data integrators to access the data to make it usable for vendors.

4.   At one time, over a dozen companies offered data integration services. These services were relatively inexpensive, costing an average of about $50 per month per dealership. CDK and Reynolds offered their own data integration services, but were only one of many options.

5.   In 2007, however, Reynolds decided to cut off all third-party access to its DMS platform, locking out all third-party data integrators. If a vendor wanted integration services for data in Reynolds' system, their only option was Reynolds.

6.   At that time, CDK criticized Reynolds' attempt to corner the market in data integration services by effectively holding dealers' data hostage. In 2007, the CEO of CDK was asked whether his company planned to cut off third-party access to CDK's platform. In response, he said, "I think we've stated pretty emphatically, we really believe the dealer owns the data…. I don't know how you can ever make the opinion that the data is yours to govern and to preclude others from having access to it when in fact it's really the data belonging to the dealer."

7.   CDK and other data integrators developed software workarounds so they could still get access to dealer data that was trapped inside the Reynolds DMS. Like a game of whack-a-mole, Reynolds would discover the workarounds and find ways to disable them.

8.   Soon, Reynolds decided that it wanted more than just a technological barrier to accessing data in its DMS. Reynolds added a provision to its contract with vendors proffering a devil's choice: agree not to use any third-party integrators to access data in the Reynolds platform, or else Reynolds will cut off *your* access to the Reynolds platform. For vendors, access to their customers' data was their lifeblood. Many had no choice but to sign Reynolds' exclusivity agreement.

9.   For nearly a decade, CDK vocally opposed Reynolds' creation of a moat

around the data in its system. That data was not Reynolds' to begin with, the logic went, so Reynolds had no right to lock it down and hold it hostage.

10.   But in 2015, under pressure from an aggressive hedge fund manager, CDK's position radically changed. CDK decided to cut off all third-party access to its own DMS platform. Worse, CDK entered into an agreement with Reynolds not to offer a competing data integration service for accessing data within the Reynolds DMS.

11.   Without access to data inside either of the "Big 2" DMS platforms, third-party data integrators started dying off. For example, the data integrator Authenticom said it was "insolvent and on the verge of collapse" after Reynolds and CDK cut off to its access to its clients' data within their systems.

12.   Having cornered the market for providing data integration services for their own DMS platforms, CDK and Reynolds began charging supracompetitive prices. Vendors that had been paying third-party integrators only $30 per month for data integration services started having to pay nearly $900 a month to Reynolds for the same service. CDK raised its data integration prices by between 300 and 800 percent.

13.   Vendors started passing on these increased costs to the dealers who had hired them. Dealers were understandably upset to learn they were paying an exorbitant fee to gain access to their *own data* within the CDK or Reynolds DMS.

14.   Plaintiff, Kenny Thomas Enterprises, Inc., an auto dealer in Kansas, now brings suit against CDK and Reynolds for violating federal and state antitrust law. CDK's and Reynolds' antitrust violations include that the "Big 2" DMS providers signed an agreement not to compete with each other in the data integration market; they unlawfully forced vendors to sign agreements not to use third-party integrators; they created an unlawful "tie" between their DMS service and their data integration services – forcing dealers who

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bought the former to also pay for the latter; and they illegally monopolized the market for data integration services, using improper means to exclude their competitors from the market, rather than competing with them in good faith, such as by offering a better price or value.

15.   Plaintiff also brings a claim for unjust enrichment to prevent CDK and Reynolds from profiting from their decisions to hold dealer data hostage.

PARTIES

16.   Plaintiff Kenny Thomas Enterprises, Inc. (d/b/a Olathe Toyota) is a Delaware corporation with its principle place of business in Olathe, Kansas, where it owns and operates a retail car dealership.

17.   Defendant CDK Global, LLC, is a publicly traded Delaware corporation with its corporate headquarters and principle place of business located in Hoffman Estates, Illinois.

18.   Defendant Reynolds and Reynolds Company is an Ohio corporation with its corporate headquarters and principal place of business located in Kettering, Ohio.

19.   *Co-conspirators*. Various others, presently unknown to Plaintiff, participated as co-conspirators in the violations alleged in this complaint and performed acts and made statements in furtherance of those violations. The acts charged in this complaint have been done by Defendants and their co-conspirators or were authorized, ordered or done by their respective officers, agents, employees, or representatives while actively engaged in the management of each Defendant's business or affairs.

JURISDICTION AND VENUE

20.   This Court has jurisdiction pursuant to 28 U.S.C. § 1332(d) because this is a class action on behalf of more than one hundred putative class members for damages that exceed $5,000,000.00, exclusive of interest and costs, and at least one Plaintiff and one

Defendant are citizens of different states.

21.   This suit involves federal claims under the Sherman Act, 15 U.S.C. §§ 1, 2, and the Clayton Act, 15 U.S.C. §§ 15, 16.

22.   Over the federal claims, this Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1337 and Sections 4 and 16 of the Clayton Act, 15 U.S.C. §§ 15 and 26. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367 because they are so closely related to the federal claims that they form part of the same case or controversy.

23.   Defendants are subject to personal jurisdiction in this Court because Defendant Reynolds and Reynolds Company has its headquarters and principle place of business in this state, Defendants are registered to do business in this state, and Defendants have engaged in substantial, continuous, systematic, and non-isolated business activity within this state.

24.   Venue is proper within this District pursuant to the Clayton Act, 15 U.S.C. §§15, 22, 26, and 28 U.S.C. § 1391(b), (c), (d). Defendants are registered to do business, transacted business, were found, and had agents in this District; a substantial part of the events giving rise to Plaintiff's claims arose in this District; and a substantial portion of the affected interstate trade and commerce has been carried out in this District.

25.   As described in the complaint, Defendants' unlawful conduct has substantially affected interstate commerce by harming competition and increasing prices to the detriment of Plaintiff, dealers, and vendors throughout the nation. Defendants provided their products and services across the nation, and the markets for DMS and data integration services are nationwide markets. Defendants sold a substantial amount of DMS and data integration services within the continuous and uninterrupted flow of interstate and foreign commerce,

and as intended, their actions substantially affected that commerce.

FACTUAL ALLEGATIONS

26.   The relevant markets are: (1) the United States market for data management

services; and (2) the market for data integration services.

A.   To A Dealership, Effective Data Management Is Critical

27.   Dealership data is crucial to success in the retail automotive industry, and

dealers input that data into a database within their dealer management system ("DMS"). A

dealership's DMS is the critical software that operates as the business's central database and

is the repository of all of its operational information. Dealerships utilize their dealer

management systems to generate, store, and manage their data, including data for accounting,

payroll, insurance information, inventory for vehicles and parts, customer information,

completed and pending sales, vehicle financing, and service management. A dealer has only

one DMS provider at a time.

28.   The DMS market consists of suppliers that sell and market DMS services to

automobile dealerships. The relevant geographical market is the DMS market in the United

States. There are no reasonable substitutes for the enterprise software and services provided

by DMS providers.

B.   Dealerships Have the Right and Need to Grant Vendors and Data Integrators Access to Data They Store in Their Data Management Systems

29.   It is widely accepted in the retail automotive industry that dealers retain

ownership over the data they create and store in their DMS database, and retain control over

access to that data. CDK and Reynolds have both made public statements confirming that

dealers own and control their data. For example, Reynolds spokesman Tom Schwartz

admitted that, "[t]he data belongs to the dealers. We all agree on that." CDK similarly

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confirmed that it "has always understood that dealerships own their data."

30.   Dealers engage third-party application providers or other vendors to provide

services to assist them in operating their automotive businesses. Dealers authorize the

vendors to access their data, which the vendors use to provide services such as inventory

management, customer relationship management, and electric vehicle registration and titling.

31.   To access and extract the data stored on the data management systems,

vendors need data integrators to convert the dealers' raw data into a usable format. Vendors

engage data integrators to extract, format, and organize the data stored on the dealer's DMS

into a form suitable for the specific service provided by the vendor. In turn, vendors pass on

to dealers the cost of data integration.

C.   CDK and Reynolds Control and Dominate The DMS Market

32.   CDK and Reynolds, referred to as the "Big 2" DMS providers, dominate the

DMS market, together controlling approximately 75 percent of the market. CDK controls

about 45 percent and Reynolds controls about 30 percent.

33.   CDK and Reynolds have enormously lucrative DMS businesses. A single,

small dealership will pay up to $150,000 per year to license and use the DMS software and

services offered by CDK and Reynolds. A mid-size dealership group (5 to 10 stores) will pay

$1.5 million or more per year. And a large dealership's costs to license and use DMS can

easily top $5 million per year.

34.   CDK and Reynolds are tremendously profitable, which is unsurprising given

that they serve thousands of dealerships at the above prices. Both companies have profit

margins exceeding 40 percent. CDK's market capitalization is almost $9 billion.

35.   Once a dealer begins using a particular data management service, it is nearly

impossible to switch because switching would cause serious business disruption. According

to a whitepaper by *Oracle*, a typical data migration takes between six months and two years. Migration also requires that all staff be completely re-trained on the new system. Dealers have described migrating their central database to a new DMS provider as akin to performing a "heart transplant." Due to high switching costs, there are substantial barriers to entry in the DMS market.

36.   Vendors also depend on, and cannot provide their services without, access to the CDK and Reynolds' DMS platform and the dealers' data within them. There is no other way for vendors to feasibly access dealers' data without access to the CDK and/or Reynolds platforms.

D.   CDK and Reynolds Participate in Both The Markets for Data Management and Data Integration Services

37.   Dealers frequently engage vendors to perform essential services for the dealer, such as facilitating auto financing or transfer of title. But vendors cannot directly use the data from a dealer's DMS platform. Vendors need a data integration provider to extract, aggregate, clean, and format the pertinent data into a format that is usable by the vendor's software.

38.   The market for data integration services consists of companies that specialize in accessing, aggregating, and formatting dealers' data from a DMS database. The relevant geographical market is the United States. There are no reasonable substitutes for the services provided by data integrators to dealers and vendors.

39.   CDK and Reynolds compete not only in the market for data management services, but also in the market for data integration services. When acting as data integrators, CDK and Reynolds transform dealers' raw data into a format that is usable by the vendor and appropriate for the services the vendor provides. CDK and Reynolds sell data integration services to vendors.

40.   In contracting with a vendor, the dealer authorizes the vendor to employ a data integrator and authorizes the data integrator to access the dealer's data within the dealer's DMS platform. The vendor pays the data integrator for their services in extracting the dealer's data and typically passes on the cost of data integration to the dealer, as part of its contract with the dealer.

41.   For CDK and Reynolds, data integration is a separate service from data management and involves a separate fee. Typically, CDK and Reynolds charge the dealer for the data management services and the vendor for data integration services. As vendors pass on the cost of data integration, dealers end up paying twice for access to their own data: once for their own access to the DMS and once for their vendor's access.

E.   CDK and Reynolds Entered Into A Per Se Illegal Horizontal Agreement to Allocate Market Share in the Data Integration Services Market

42.   For many years, CDK and Reynolds recognized and publicly acknowledged that dealers maintain ownership over their data when they place their data within CDK or Reynolds' data management system. And CDK and Reynolds recognized and publicly acknowledged that dealers that placed their data in CDK or Reynolds' systems had the right to allow anyone the dealer wanted to have access to the data.

43.   Prior to 2015, CDK and Reynolds had different policies with respect to providing data integration services, and CDK offered integration services for data coming from the Reynolds' DMS platform. In 2007, however, Reynolds began blocking data integrators from accessing dealer data that resided in Reynolds' DMS platform.

44.   At first, CDK was a vocal opponent of Reynolds' access restriction. In 2007, the CEO of CDK disavowed that CDK would ever block access to dealer data, stating, "We're not going to prohibit [dealers from permitting their vendors to access their data]. I think we've stated pretty emphatically, we really believe the dealer owns the data. Obviously,

they have to grant permission . . . . I don't know how you can ever make the opinion that the data is yours to govern and to preclude others from having access to it when in fact it's really the data belonging to the dealer. As long as they grant permission, how would you ever go against that wish?" CDK even developed a workaround to circumvent Reynolds' blocking of CDK's access to dealer data in Reynolds' DMS. The workaround was called "SMART-R," and CDK told its data integration customers that "when Reynolds and Reynolds blocks our access to your data on your dealership management system, we cannot perform the tasks you have asked us to perform. SMART-R is a new process that is intended to work within the restrictions implemented by Reynolds and Reynolds."

45.   But CDK's position changed dramatically in February 2015, when CDK and Reynolds entered into formal written agreements not to compete with each other in the data integration market and to eliminate competitors in that market. CDK agreed that it would no longer compete in providing access to dealer data on the Reynolds DMS. The agreements ensured that CDK and Reynolds would be the exclusive providers of data integration services for dealer data on their respective DMS platforms.

46.   The agreements provided that CDK would stop providing data integration services to dealers that used the Reynolds platform. The agreements also provided that CDK and Reynolds would coordinate the transition of vendors from using one company's integration services to using the other's. CDK gave Reynolds five years of free integration services for the CDK platform.

47.   CDK and Reynolds agreed that, in the future, they would not "help others access" the other's DMS platform.

48.   The purpose and effect of these agreements was to reduce competition in the data integration services market and allow CDK and Reynolds to collect supracompetitive

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profits, which are profits above what can be obtained in a competitive market.

F.   CDK and Reynolds Use Their Market Power to Impose Exclusive Dealing Agreements That Prevent Competition in The Market for Data Integration Services

49.   CDK and Reynolds have used their market dominance to impose a series of exclusive dealing provisions on dealers. The exclusive dealing provisions prevent dealers from providing access to their own data to any entity other than their DMS provider.[1] Without access, vendors cannot furnish the data to any third-party data integrators. Instead, vendors are forced to use CDK or Reynolds' data integration services. Vendors are prevented from seeking a more competitive price for integrating dealer data into the vendor's platform.

50.   CDK and Reynolds also prevent vendors that use CDK or Reynolds data integration services from obtaining the service from any other provider by imposing exclusive dealing provisions in their vendor contracts. These exclusive dealing provisions require vendors that do any business with CDK or Reynolds to agree that they will not use any other company's data integration services. These agreements purport to be indefinite in duration, meaning that even if a vendor stopped contracting with CDK or Reynolds for data integration services, the vendor would be unable to do business with any other data integrator, forever.

G.   In Addition to Exclusive Dealing Arrangements, CDK and Reynolds Also Use Technological Means to Exclude Data Integrators from The Market

51.   After Reynolds and CDK prevented third-party integrators from accessing data within their DMS platforms (in 2007 and 2015, respectively), some integrators were able to develop "workaround solutions" that allowed them continued access to their

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[1] The Reynolds "Master Agreement" says that dealers cannot "provide access to any Licensed Matter [Reynolds DMS software] or non-public portions of the Site to any third party." Section 6.B of the CDK "Master Services Agreement" provides that the "[dealer] is not authorized to cause or permit any third party software to access CDK Dealer Management System except as otherwise permitted by this agreement." (emphasis removed).

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customers' data. Authenticom, for example, worked with dealers "to develop workaround

solutions that circumvented Reynolds' efforts to block access" to dealers' data within the

Reynolds DMS.

52.   CDK and Reynolds, however, labored to identify third-party workarounds and

cut off access. *The Banks Report*, an automotive industry publication, says that Reynolds has

been "play[ing] this game for years," where a vendor "get[s] shut out, and then find[s] a way

to work around the problem," but then Reynolds "finds the backdoor entry and shuts it[]

down." "It's almost like 'What-A-Mole.'"

**H.   CDK and Reynolds Successfully Exclude Competitors in The Data
          Integration Market**

53.   At one time, over a dozen data integrators competed for vendors' business.

But no longer. Authenticom—one data integrator—for example, said that it is "insolvent and

on the verge of collapse" due to CDK and Reynolds' exclusionary anticompetitive conduct.

54.   By eliminating competitors from the market, CDK and Reynolds caused the

price for data integration services to skyrocket.

**I.   The Price for Data Integration Services Skyrockets After CDK and
          Reynolds Exclude Third-Party Integrators**

55.   CDK and Reynolds have used their control of dealer data to impose exorbitant

fees on any party wishing to extract that data. As a result, dealers are forced to pay excessive

amounts to vendors, whose fees incorporate the cost of data integration. And by eliminating

all competitors, CDK and Reynolds are able to charge supracompetitive prices for data

integration.

56.   CDK and Reynolds' anticompetitive conduct was designed to and did

artificially inflate the price of data integration services. Independent data integrator service

providers, before CDK and Reynolds' anticompetitive conduct, charged vendors

approximately $50 to 70 per month per dealership connection. Since the consummation of CDK and Reynolds' 2015 agreement not to compete, CDK and Reynolds have charged vendors, on average, $300 per month for the same services, with some vendors paying up to $900 per month per dealership. Vendors pass this average six-fold increase in the cost of data integration to their customers, the dealers.

57.   One vendor, Dominion, said that it used to pay only $30 to have a third-party, Authenticom, integrate dealer data. Now, for the same data integration services, Dominion has to pay $893 to Reynolds or $457 to CDK.

58.   Today, Reynolds charges vendors up to $900 per month per dealership to gain access to a dealer's data within Reynolds' DMS platform.

59.   Since consummating its deal with Reynolds in 2015, CDK has increased its posted price for software integration from $70 per software product to $250-$300 per software product for each dealership that the vendor services. According to *The Banks Report*, prices to access data in CDK's platform increased between 300 percent and 800 percent.

60.   One vendor reported that it was now being forced to pay $6 million in combined integration fees to CDK and Reynolds for access to its clients' data.

61.   In an evidentiary hearing to consider whether CDK and Reynolds should be preliminarily enjoined from barring vendors from accessing their own customers' data within CDK and Reynolds' DMS platforms, the W.D. Wisc. wrote that "testimony from software vendors suggests that data integration prices have risen considerably, particularly in comparison to prices charged by third-party integrators."

62.   Because data integration costs are passed on to the dealers, dealers end up footing the bill for accessing their own data. The president of a Lexus dealership said that

one of his "key application providers" raised its monthly price by $500 due to "CDK's integration fees." He said that he was, in essence, "footing the bill" so that "one of [his] key application providers can access [his] own data."

63.   Dealerships that have more than 20 rooftops (stores) are likely to work with more than 80 vendors that need third-party access from CDK or Reynolds. If a dealership works with 80 vendors and has to pay $400 fees that are passed on from a vendor, they could end up paying an extra $32,000 each month.

J.   CDK and Reynolds Break Integration with Their Platforms to Maintain Their Duopoly

64.   Together, CDK and Reynolds maintain a duopoly in the DMS market with 75 percent market share. By preventing third parties from accessing data within their platforms, CDK and Reynolds acted to maintain their duopoly.

65.   Data migration can be a cumbersome and costly process, making it difficult to switch from one DMS provider to another. There are, however, data migration vendors who can make migration much easier.[2] Unfortunately, since 2007 for Reynolds and 2015 for CDK, these migration vendors have not been allowed to access dealers' data within the Reynolds and CDK platforms. As a result, such vendors are not able to facilitate a streamlined migration for dealers that want to switch DMS providers.

66.   And while CDK and Reynolds have made it relatively easy to migrate between members of the duopoly by granting each other integration with the other's systems, all other DMS providers have no such luck. Two additional written agreements between CDK and Reynolds "granted reciprocal access" to each other's data integration products. Reynolds, for example, received integration with CDK's DMS platform for free.

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[2] Globanet, *Data Migration Best Practices* (2012), http://bit.ly/2DzXZaA.

67.   Rival DMS providers are not granted access to CDK or Reynolds' systems, preventing them from easily migrating customer data from CDK or Reynolds' DMS database to the new provider's database. Other DMS providers, such as Dealertrack Technologies (merged with Cox Automotive), Auto/Mate, and AutoSoft, find it difficult to convince dealers to switch platforms when transitioning to the new platform will be a slow, cumbersome, and expensive process.

68.   CDK and Reynolds also maintained their market share in the DMS market by squashing third-party application vendors that were starting to replace part of the functionality of CDK and Reynolds' DMS software. According to Cox Automotive, "Internal CDK documents explain the motivation behind CDK's agreement with Reynolds to eliminate competition in the data integration market. First, the enormous success of third-party products and services like those offered by Cox Automotive – made possible by integration with dealer data – began to threaten CDK's and Reynolds' DMS duopoly. As dealers increasingly used these third-party products and services, they began to rely less on CDK's and Reynolds' antiquated, monolithic DMS enterprise software. The third-party products and services began to perform tasks traditionally performed by the DMS, and to do so more efficiently and while offering greater features and functionality. Dealers also began entering data directly into the third-party solutions in the first instance, bypassing the DMS completely. CDK and Reynolds knew that this would eventually make it less difficult for dealers to switch DMS providers or even to forego a DMS entirely. By seizing control over dealer data, CDK and Reynolds have sought to forestall that threat to their legacy DMS duopoly." CDK's own documents state – and its employees have testified – that CDK wanted to leverage its duopoly control over the DMS market to "tilt the table" in favor of its own offerings.

69.   A letter from the President of the National Automotive Dealers Association explains how CDK and Reynolds have funneled dealers back into using services offered by CDK or Reynolds' DMS platform, rather than using more specialized third-party applications, by cutting off third parties access to dealers' data or charging an exorbitant fee to access the data:

> It is like a dealership is "held hostage" with its own data. This is unfair and unreasonable. The DMS providers insist that the only way for a dealer not to experience this unfair surcharge is to utilize products that are exclusive to the DMS provider in lieu of a dealership choosing the vendor it desires. I believe that a dealership should be able to partner with the third party vendor that has the best solution to assist the dealership with making more sales and more gross profit, and not an internal vendor that is … controlled by a DMS provider.

K.   CDK and Reynolds Develop A Pretext for Cutting Off Vendors and Integrators' Access to the CDK and Reynolds Platforms: Data Security

70.   CDK and Reynolds both cloaked their shutoffs of third-party access as being part of a data security initiative, even though the cybersecurity landscape that Reynolds faced when it closed off access in August 2011 was very different from the one CDK faced in June 2015.

71.   As part of its "security" initiative, Reynolds required third parties who wanted access to the Reynolds DMS platform to—in addition to paying a per dealership fee for access to data—also become "certified" by Reynolds. *Automotive News* reports that "[t]he vendors have to pay a certification fee; Reynolds has declined to say how much."

72.   After entering into a horizontal agreement with Reynolds in 2015, CDK also implemented a "security" program called SecurityFirst. Third parties that want continued access to CDK's DMS platform had to be "certified" by CDK and pay higher fees to participate as a "certified" vendor. Participating vendors immediately saw their data integration costs soar by 300 to 800 percent.

73.   *Automotive News* also reported that it spoke with senior executives of three

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large third-party vendors, who spoke on the condition of anonymity, "fearing reprisals" from

CDK. The vendors said that the SecurityFirst program was raising their monthly data

integration costs from $50 per dealer per month to as much as $600 per dealer per month.

Automotive News reported that "[a] vendor executive who asked not to be named called the

data-access cost a surcharge under the guise of data security."

74.   *Automotive News* reported that "[a] cybersecurity expert who worked for the

Clinton and Obama administrations says CDK Global Inc. and Reynolds and Reynolds have

no justifiable 'security' or 'privacy' needs to block data integrators from accessing their

dealership management systems."

L.   Plaintiff's Experience

75.   Plaintiff Kenny Thomas Enterprises, Inc. runs a car dealership in Olathe,

Kansas. During the relevant time period, Kenny Thomas Enterprises used CDK as its DMS

provider. In July 2015, Kenny Thomas Enterprises' contract with CDK came up for renewal.

Plaintiff investigated switching to another DMS provider, which would have been $2,000

cheaper per month. This DMS provider, however, stated that it could not extract and migrate

Plaintiff's data from CDK's data management system to the new provider's system, due to

CDK's blocking of third-party access to Plaintiff's data. Because Kenny Thomas Enterprises

needed access to its data in order to run its dealership, it was forced to stay with CDK,

despite the substantially higher price for the same functionality.

M.   Federal Indirect Purchaser Claims

76.   Indirect purchasers are eligible to bring federal antitrust claims when costs are

directly passed on to them as part of a pre-existing contractual agreement.

77.   When CDK or Reynolds charged vendors for integration fees, dealers ended

up paying this cost because vendors passed on the integration fees to the dealers, under their

pre-existing contract with the dealers.

78.   CDK and Reynolds are estopped from contesting dealers' "cost-plus" antitrust standing because CDK and Reynolds took active steps to conceal and obscure the fact and amounts of integration costs that vendors passed on to dealers. The standard Reynolds' vendor contract prohibits the vendor from disclosing integration costs to dealers, even when the vendor is passing these costs on to the dealer. "Similarly, CDK prevents vendors from putting a line item on their bills attributable to [integration] charges."[3] As a result, vendors are prohibited from providing a line item on dealers' bills showing the amount of integration charges being directly passed on to the dealer, even where the vendor passes on 100% of the integration costs.

79.   Because CDK and Reynolds took deliberate steps to attempt to circumvent "cost-plus" standing, they are estopped from raising this issue as a defense against indirect purchasers.

CLASS ACTION ALLEGATIONS

80.   Plaintiff seeks certification of a Class defined to include:

> All persons and entities residing in the United States engaged in the business of the retail sale of automobiles who directly purchased DMS from one or more Defendants or co-conspirator, or any predecessor, successor, subsidiary or affiliate, and indirectly purchased data integration services from one or more Defendants or co-conspirator, or any predecessor, successor, subsidiary or affiliate, from January 1, 2011 to the present, or until the anticompetitive effects of Defendants' conduct cease.

81.   Plaintiff seeks certification of a Kansas Subclass defined to include:

> All persons and entities residing in the state of Kansas engaged in the business of the retail sale of automobiles who directly purchased DMS from one or more Defendants or coconspirator, or any

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[3] Order on Preliminary Injunction, *Authenticom v. CDK*, No. 17-cv-00318, 2017 U.S. Dist. LEXIS 109409 (W.D. Wis. July 14, 2017).

predecessor, successor, subsidiary or affiliate and indirectly purchased the data integration services from one or more Defendants or co-conspirator, or any predecessor, successor, subsidiary or affiliate, from January 1, 2011 to the present, or until the anticompetitive effects of Defendants' conduct cease.

82.   Excluded from the Class are (a) Defendants and their officers, including any entity or division in which Defendants have a controlling interest, as well as their directors, management, employees, agents, officers, trustees, subsidiaries, affiliates, assigns, and successors, and other persons or entities related to, or affiliated with Defendants; and (b) the Judges to whom this case is assigned, their staff, and their immediate families.

83.   The exact number of Class members is unknown to Plaintiff. Due to the nature of the trade and commerce involved, Plaintiff believes there are likely thousands of Class members geographically dispersed throughout the United States such that joinder of all Class members is impracticable.

84.   There are questions of law and fact common to the Class, including but not limited to, the following:

(a)   Whether Defendants engaged in or entered into a contract combination or conspiracy among themselves to fix or artificially inflate prices, and allocate customers of DMS and data integration services supplied in the United States;

(b)   Whether Defendants' unlawful conduct has enabled them to artificially inflate or fix prices and allocate customers of DMS and data integration services supplied in the United States;

(c)   The effect of the combination or conspiracy on the prices of DMS and data integration services supplied in the United States during the class period (January 1, 2011 to present);

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(d) Whether Defendants agreed allocate customers by not pursuing those customers' business in the data integration services market;

(e) The identity of the co-conspirators;

(f) Whether Defendants and their co-conspirators violated Sections 1 and 2 of the Sherman Act;

(g) Whether the conduct of Defendants and their co-conspirators caused injury to the business of Plaintiff and Class members;

(h) The appropriate measure of damages sustained by Plaintiff and Class members;

(i) The type of injunctive relief that is appropriate;

(j) Whether Plaintiff and the Class members should be awarded attorneys' fees and costs.

85.   These common questions and others predominate over questions, if any, that affect only individual Class members.

86.   Plaintiff is a member of the Class. Plaintiff's claims are typical of the claims of the Class because Plaintiff purchased its DMS directly from one or more Defendants or their co-conspirators and Plaintiff indirectly purchased data integration services from one or more Defendants or their co-conspirators. As a result, Plaintiff and all Class members were injured by the same wrongful conduct of Defendants, and the relief sought is common to all Class members.

87.   Plaintiff will fairly and adequately protect and represent the interests of the Class.

88.   The interests of Plaintiff are coincident with, and not antagonistic to, those of the Class. By advancing its claim, Plaintiff will also advance the claims of all Class members

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because Defendants participated in activities that caused all Class members to suffer similar injuries.

89.   Plaintiff and its counsel will fairly and adequately protect the interests of absent Class members. There are no material conflicts between Plaintiff's claims and those of absent Class members that would make class certification inappropriate. Counsel for Plaintiff are highly experienced in complex class action litigation, including antitrust litigation, and will vigorously assert Plaintiff's claims and those of absent Class members.

90.   Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

91.   A class action is superior to other methods for the fair and efficient resolution of this controversy. The class action device presents fewer management difficulties, and provides the benefit of a single adjudication, economy of scale, and comprehensive supervision by a single court. The damages suffered by Plaintiff and each Class member are relatively small as compared to the expense and burden of individual prosecution of claims asserted in this litigation. Thus, absent class certification, it would not be feasible for Plaintiff and Class members to redress the wrongs done to them. It would also be grossly inefficient for the judicial system to preside over large numbers of individual cases. Further, individual litigation presents the potential for inconsistent or contradictory judgments and would greatly magnify the delay and expense to all parties and to the judicial system.

ANTITRUST INJURY

92.   The aforesaid conspiracy had the following effects, among others:

> (a)   Price competition among the Defendants and co-
>
> conspirators in the sale and supply of DMS and

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> data integration services was restrained and
> suppressed;
>
> (b)   Prices of for the sale and supply of DMS and data
> integration services in the United States was fixed,
> raised, maintained and/or stabilized at
> supracompetitively higher, non-competitive levels;
>
> (c)   Direct purchasers of DMS, including Plaintiff and
> Class members, were deprived of the benefit of
> free and open competition in the purchase of DMS;
> and
>
> (d)   Indirect purchasers of data integration services,
> including Plaintiff and Class members, were
> deprived of the benefit of free and open
> competition in the purchase of data integration
> services.

93.   The effect of Defendants and co-conspirators' anticompetitive conduct, as alleged herein, has been to artificially inflate the prices for the sale and supply of DMS and data integration services in the United States. By engaging in a price-fixing conspiracy, prices have been supported at artificially high levels throughout the United States, and as a result, direct purchasers of DMS have paid supracompetitive prices, and indirect purchasers of data integration services have paid supracompetitive prices.

94.   As a result of the Defendants' anticompetitive conduct, Plaintiff and Class members paid more for the sale and supply of DMS and data integration services in the absence of the conspiracy than they would have, and thus suffered substantial damages.

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COUNT I: **VIOLATION OF SECTION 1 OF SHERMAN ACT FOR ENTERING A HORIZONTAL AGREEMENT TO REDUCE COMPETITION IN THE DATA INTEGRATION SERVICES MARKET**

95.   Plaintiff repeats and re-alleges each and every allegation as if fully set forth herein.

96.   CDK and Reynolds are horizontal competitors of one another in the DMS market and the data integration services market.

97.   In February 2015, CDK and Reynolds entered into formal written agreements not to compete with each other in the data integration services market.

98.   In so doing, CDK and Reynolds have entered into and continue to engage in an agreement in restraint of trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, and Section 4 of the Clayton Act, 15 U.S.C. § 15.

99.   These horizontal market share agreements did reduce competition in the data integration services market.

100.   The conspiracy between CDK and Reynolds consists of a continuing agreement, understanding, and concerted action to eliminate competition in the DMS market and the data integration services market.

101.   Plaintiff and the Class have no adequate remedy at law and will suffer irreparable harm unless Defendants are enjoined from continuing to implement their unlawful agreement in the future and the Court remedies the conditions Defendants created in the DMS market and the data integration services market. Otherwise, Plaintiff and the Class will continue to pay more for DMS services and data integration services than they would have in the absence of the conspiracy. And without swift action, data integrators will

be forced to exit the market and competition will be permanently foreclosed.

COUNT II: VIOLATION OF SHERMAN ACT FOR IMPOSITION OF EXCLUSIVE DEALING PROVISIONS

102.   Plaintiff repeats and re-alleges each and every allegation as if fully set forth herein.

103.   CDK and Reynolds entered into contracts with dealers and vendors that contain exclusive dealing provisions that unreasonably restrain trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, and Section 4 of the Clayton Act, 15 U.S.C. § 15.

104.   Pursuant to their conspiracy to eliminate competition in the data integration market, CDK and Reynolds inserted exclusive dealing provisions in their contracts with dealers and vendors. The contracts with dealers provide that dealers cannot provide access to their data to any data integrator except CDK or Reynolds. Likewise, the contracts with vendors provide that vendors cannot obtain data for dealers who use CDK or Reynolds DMS by employing a data integrator other than CDK or Reynolds. These provisions are standard in all Defendants' contracts with dealers and vendors.

105.   CDK and Reynolds were able to impose these exclusive dealing provisions on dealers and vendors as a result of their market power in the DMS market and the data integration services market.

106.   Because CDK and Reynolds imposed these exclusive dealing provisions pursuant to their conspiracy to eliminate competition in the data integration services market these agreements are *per se* illegal.

107.   These exclusive dealing provisions have caused actual injury to competition in the DMS market and the data integration services market.

108.   Defendants' exclusive dealing agreements do not enhance efficiency or

competition in the DMS or data integration services markets. On the contrary, the agreements

have produced only anticompetitive effects in both markets.

109.   As a direct and proximate result of Defendants' unlawful conduct, Plaintiff

and the Class have suffered injury to their business or property.

110.   Plaintiff and the Class are entitled to treble damages for these violations of the

Sherman Act.

111.   Plaintiff and the Class have no adequate remedy at law and will suffer

irreparable harm unless Defendants are enjoined from continuing to impose unlawful

exclusive dealing provisions in the future and the Court remedies the conditions Defendants

created in the DMS and data integration services markets. Otherwise, Plaintiff and the Class

will continue to pay more for DMS and data integration services than they would have in the

absence of the conspiracy. And without swift action, data integrators will be forced to exit

the market and competition will be permanently foreclosed.

COUNT III: **VIOLATION OF SHERMAN ACT FOR ILLEGALLY TYING THE PROVISION OF DATA INTEGRATION SERVICES TO THE PURCHASE OF DATA MANAGEMENT SERVICES**

112.   Plaintiff repeats and re-alleges each and every allegation as if fully set forth

herein.

113.   CDK and Reynolds have imposed tying arrangements on dealers that

unreasonably restrain trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, and

Section 4 of the Clayton Act, 15 U.S.C. § 15.

114.   CDK and Reynolds have tied dealers' use of Defendants' integration services

to their DMS services. As a condition of dealers using Defendants' DMS services,

Defendants also require dealers to use Defendants' own integration services and not use their

competitors' integration services. In this way, Defendants coerce customers of their DMS,

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i.e., dealers, into using Defendants' data integration services.

115.   DMS systems are a separate and distinct product from dealer data integration services.

116.   Defendants have sufficient market power in the market for DMS, where they have had a longstanding duopoly, to appreciably restrain free competition in the market for the tied product (data integration services). Defendants have demonstrated their ability to leverage their market power in the DMS market to control prices and exclude competition in the tied market (for data integration services).

117.   Defendants' tying arrangements have affected a substantial amount of interstate commerce.

118.   Defendants' tying arrangements are a *per se* violation of the federal antitrust laws and are unreasonable and unlawful restraints of trade and commerce.

119.   As a direct and proximate result of Defendants' unlawful tying arrangement, Plaintiff and the Class have suffered injury to their business or property.

120.   Plaintiff and the Class are entitled to treble damages for these violations of the Sherman Act.

121.   Plaintiff and the Class have no adequate remedy at law and will suffer irreparable harm unless Defendants are enjoined from continuing to implement their unlawful tying arrangements in the future and the Court remedies the conditions Defendants created in the data integration services and DMS markets. Otherwise, Plaintiff and the Class will continue to pay more for DMS and data integration services than they would have in the absence of the conspiracy. And without swift action, data integrators will be forced to exit the market and competition will be permanently foreclosed.

**COUNT IV: VIOLATION OF SECTION 2 OF SHERMAN ACT FOR
MONOPOLIZATION OF THE DMS AND DATA**

INTEGRATION SERVICES MARKETS

122. Plaintiff repeats and re-alleges each and every allegation as if fully set forth herein.

123. CDK and Reynolds have unlawfully monopolized the data integration services market in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2.

124. In the primary DMS market, CDK and Reynolds have a longstanding duopoly. When dealers purchase CDK's or Reynolds' brand of DMS, they are locked in to that brand through a long-term contract (typically seven years) and the significant financial costs and time associated with switching to a new DMS platform. For example, one serious cost of switching is the amount of time that a dealer's DMS will be offline during a transition. Downtime occurs when the DMS database needs to be taken offline, which prevents the dealer from performing any services that rely on the DMS, such as the ability to secure vehicle financing and consummate an auto sale, and other vital business functions. *Evolven* found that 48 percent of business owners say their businesses "can't tolerate more than 24 hours downtime."

125. CDK and Reynolds used improper means to maintain their duopoly in the DMS market by technologically and contractually blocking data integrators from accessing dealers' data within Defendants' DMS platforms. By blocking access, CDK and Reynolds made migration of data from their DMS to a new DMS much more difficult because data migration vendors and/or the new DMS provider are unable to access the old data to port it over to the new system. According to *Globanet*, having a best-in-breed migration vendor would make a substantial difference for a business faced with a large data migration. There are migration vendors that, if given access, can migrate a DMS database with near-zero

downtime.[4]

126.   By willfully creating and maintaining customer lock-in in the DMS market, CDK and Reynolds have monopolized the market for DMS services.

127.   CDK and Reynolds also used their market power to create and maintain a duopoly in the market for data integration services, which is an aftermarket for DMS services. Each Defendant has created a total monopoly in the data integration aftermarket for their particular DMS platform because no other data integrator is currently allowed access to the data residing within CDK or Reynolds' platform. These platforms, however, were at one time open and allowed access to anyone authorized by the dealer to access the dealer's data.

128.   CDK and Reynolds used anticompetitive means to acquire and maintain monopolies in the market for data integration services, including by blocking and disabling third-party integrators from accessing dealer data, entering into a market division agreement pursuant to which they agreed not to compete in each other's aftermarkets, and imposing anticompetitive exclusive dealing arrangements on dealers and vendors who were locked into their platform.

129.   Defendants' ability to exclude competition and impose massive price increases demonstrates their market power in the data integration market. And such conduct has no pro-competitive business justification.

130.   As a direct and proximate result of CDK and Reynolds' unlawful use of their duopoly power, Plaintiff and the Class have suffered injury to their business or property.

131.   Plaintiff and the Class are entitled to treble damages for these violations of the Sherman Act.

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[4] *See* Wai Lam, *Breaking the Data Migration Shackle*, CirrusData (Mar. 8, 2016), http://www.cdsi.us.com/breaking-data-migration-shackle/.

COUNT V: **UNJUST ENRICHMENT**

132.   Plaintiff repeats and re-alleges each and every allegation as if fully set forth herein.

133.   Plaintiff brings this claim on behalf of itself and the Kansas Subclass.

134.   Defendants are engaged in the conduct of trade and commerce in the state of Kansas.

135.   Defendants charge dealers exorbitant fees for DMS services by which they gain access to dealers' data and then overage dealers to utilize their own data by foreclosing competition in the data integration market. Defendants have wrongfully profited at the expense of Plaintiff and the Kansas Subclass.

136.   Because it would be unjust for Defendants to retain their ill-gotten gains, Plaintiff and the Kansas Subclass are entitled to restitution and/or disgorgement of the Defendants' profits from their exorbitant fees in the markets for DMS and data integration services.

COUNT VI: **VIOLATION OF KANSAS UNFAIR TRADE AND CONSUMER PROTECT ACT FOR ENTERING A HORIZONTAL AGREEMENT TO RESTRAIN COMPETITION IN THE MARKET FOR DATA INTEGRATION SERVICES**

137.   Plaintiff repeats and re-alleges each and every allegation as if fully set forth herein.

138.   Plaintiff brings this claim on behalf of itself and the Kansas Subclass, including both direct and indirect purchasers, as authorized by K.S. § 50-161(b), and § 50-163(d)(2).

139.   CDK and Reynolds are horizontal competitors of one another in the DMS market and the data integration services market.

140. In February 2015, CDK and Reynolds entered into formal written agreements not to compete with each other in the data integration services market.

141. In so doing, CDK and Reynolds have entered into and continue to engage in a trust, arrangement, or agreement in restraint of trade in violation of K.S. § 50-101 and K.S. § 50-112.

142. These horizontal market share agreements did reduce competition in the data integration services market.

143. The conspiracy between CDK and Reynolds consists of a continuing trust, arrangement, agreement, and concerted action to eliminate competition in the DMS market and the data integration services market.

144. As a direct and proximate result of CDK and Reynolds' unlawful trust, arrangement, or agreement in restraint of trade, Plaintiff and the Kansas Subclass have suffered injury to their business or property.

145. Plaintiff and the Kansas Subclass are entitled to treble damages for these violations of the Kansas Unfair Trade and Consumer Protect Act and reasonable attorneys' fees and costs, pursuant to K.S. § 50-161(b) and (c).

146. Plaintiff and the Kansas Subclass face the threat of injury or additional injury by reason of the Defendants' violations and will suffer irreparable harm unless Defendants are enjoined from continuing to implement their unlawful agreement in the future and the Court remedies the conditions Defendants created in the DMS market and the data integration services market. Otherwise, Plaintiff and the Kansas Subclass will continue to pay more for DMS services and data integration services than they would have in the absence of the conspiracy. And without swift action, data integrators will be forced to exit the market and competition will be permanently foreclosed.

COUNT VII: **VIOLATION OF KANSAS UNFAIR TRADE AND CONSUMER PROTECTION ACT FOR IMPOSITION OF EXCLUSIVE DEALING PROVISIONS**

147.   Plaintiff repeats and re-alleges each and every allegation as if fully set forth herein.

148.   Plaintiff brings this claim on behalf of itself and the Kansas Subclass, including both direct and indirect purchasers, as authorized by K.S. § 50-161(b), and § 50-163(d)(2).

149.   CDK and Reynolds entered into contracts with dealers and vendors that contain exclusive dealing provisions that unreasonably restrain trade in violation of K.S. § 50-101 and K.S. § 50-112.

150.   Pursuant to their conspiracy to eliminate competition in the data integration market, CDK and Reynolds inserted exclusive dealing provisions in their contracts with dealers and vendors. The contracts with dealers provide that dealers cannot provide access to their data to any data integrator except CDK or Reynolds. Likewise, the contracts with vendors provide that vendors cannot obtain data for dealers who use CDK or Reynolds DMS by employing a data integrator other than CDK or Reynolds. These provisions are standard in all Defendants' contracts with dealers and vendors.

151.   CDK and Reynolds were able to impose these exclusive dealing provisions on dealers and vendors as a result of their market power in the DMS market and the data integration services market.

152.   These exclusive dealing provisions have caused actual injury to competition in the DMS market and the data integration services market.

153.   Defendants' exclusive dealing agreements do not enhance efficiency or competition in the DMS or data integration services markets. On the contrary, the agreements

have produced only anticompetitive effects in both markets.

154.   As a direct and proximate result of CDK and Reynolds' unlawful trust, arrangement, or agreement in restraint of trade, Plaintiff and the Kansas Subclass have suffered injury to their business or property.

155.   Plaintiff and the Kansas Subclass are entitled to treble damages for these violations of the Kansas Unfair Trade and Consumer Protect Act and to reasonable attorneys' fees and costs pursuant to K.S. § 50-161(b) and (c).

156.   Plaintiff and the Kansas Subclass face the threat of injury or additional injury by reason of Defendants' violations and will suffer irreparable harm unless Defendants are enjoined from continuing to implement their unlawful exclusivity agreements in the future and the Court remedies the conditions Defendants created in the DMS market and the data integration services market. Otherwise, Plaintiff and the Kansas Subclass will continue to pay more for DMS services and data integration services than they would have in the absence of the conspiracy. And without swift action, data integrators will be forced to exit the market and competition will be permanently foreclosed.

COUNT VIII: VIOLATION OF KANSAS UNFAIR TRADE AND CONSUMER PROTECTION ACT FOR TYING THE PROVISION OF DATA INTEGRATION SERVICES TO THE PURCHASE OF DATA MANAGEMENT SERVICES

157.   Plaintiff repeats and re-alleges each and every allegation as if fully set forth herein.

158.   Plaintiff brings this claim on behalf of itself and the Kansas Subclass, including both direct and indirect purchasers, as authorized by K.S. § 50-161(b) and K.S. § 50-163(d)(2).

159.   CDK and Reynolds have imposed tying arrangements on dealers that unreasonably restrain trade in violation of K.S. § 50-101 and K.S. § 50-112.

160.   CDK and Reynolds have tied dealers' use of Defendants' integration services

to their DMS services. As a condition of dealers using Defendants' DMS services,

Defendants also require dealers to use Defendants' own integration services and not use their

competitors' integration services. In this way, Defendants coerce customers of their DMS,

i.e., dealers, into using Defendants' data integration services.

161.   DMS systems are a separate and distinct product from dealer data integration

services.

162.   Defendants have sufficient market power in the market for DMS, where they

have had a longstanding duopoly, to appreciably restrain free competition in the market for

the tied product (data integration services). Defendants have demonstrated their ability to

leverage their market power in the DMS market to control prices and exclude competition in

the tied market (for data integration services).

163.   Defendants' tying arrangements have affected a substantial amount of

interstate commerce.

164.   Defendants' tying arrangements are a per se violation of the federal antitrust

laws and are unreasonable and unlawful restraints of trade and commerce.

165.   As a direct and proximate result of CDK and Reynolds' unlawful tying

arrangement in restraint of trade, Plaintiff and the Kansas Subclass have suffered injury to

their business or property.

166.   Plaintiff and the Kansas Subclass are entitled to treble damages for these

violations of the Kansas Unfair Trade and Consumer Protect Act and to reasonable attorneys'

fees and costs pursuant to K.S. § 50-161(b) and (c).

167.   Plaintiff and the Kansas Subclass face the threat of injury or additional injury

by reason of Defendants' violations and will suffer irreparable harm unless Defendants are

enjoined from continuing to implement their unlawful tying arrangement in the future and the

Court remedies the conditions Defendants created in the DMS market and the data

integration services market. Otherwise, Plaintiff and the Kansas Subclass will continue to pay

more for DMS services and data integration services than they would have in the absence of

the conspiracy. And without swift action, data integrators will be forced to exit the market

and competition will be permanently foreclosed.

COUNT IX: **VIOLATION OF KANSAS UNFAIR TRADE AND CONSUMER PROTECT ACT FOR MONOPOLIZATION OF THE DMS AND DATA INTEGRATION SERVICES MARKETS**

168.   Plaintiff repeats and re-alleges each and every allegation as if fully set forth

herein.

169.   Plaintiff brings this claim on behalf of itself and the Kansas Subclass,

including both direct and indirect purchasers, as authorized by K.S. § 50-161(b) and K.S. §

50-163(d)(2).

170.   CDK and Reynolds have unlawfully monopolized the data integration services

market in violation of K.S. § 50-132.

171.   CDK and Reynolds do business within the state of Kansas.

172.   In the primary DMS market, CDK and Reynolds have a longstanding

duopoly. When dealers purchase CDK's or Reynolds' brand of DMS, they are locked in to

that brand through a long-term contract (typically seven years) and the significant financial

costs and time associated with switching to a new DMS platform. For example, one serious

cost of switching is the amount of time that a dealer's DMS will be offline during a

transition. Downtime occurs when the DMS database needs to be taken offline, which

prevents the dealer from performing any services that rely on the DMS, such as the ability to

secure vehicle financing and consummate an auto sale, and other vital business functions.

Evolven found that 48 percent of business owners say their businesses "can't tolerate more than 24 hours downtime."

173.   CDK and Reynolds used improper means to maintain their duopoly in the DMS market by technologically and contractually blocking data integrators from accessing dealers' data within Defendants' DMS platforms. By blocking access, CDK and Reynolds made migration of data from their DMS to a new DMS much more difficult because data migration vendors and/or the new DMS provider are unable to access the old data to port it over to the new system. According to *Globanet*, having a best-in-breed migration vendor would make a substantial difference for a business faced with a large data migration. There are migration vendors that, if given access, can migrate a DMS database with near-zero downtime.[5]

174.   By willfully creating and maintaining customer lock-in in the DMS market, CDK and Reynolds have monopolized the market for DMS services.

175.   CDK and Reynolds also used their market power to create and maintain a duopoly in the market for data integration services, which is an aftermarket for DMS services. Each Defendant has created a total monopoly in the data integration aftermarket for their particular DMS platform because no other data integrator is currently allowed access to the data residing within CDK or Reynolds' platform. These platforms, however, were at one time open, and allowed access to anyone authorized by the dealer to access the dealer's data.

176.   CDK and Reynolds used anticompetitive means to acquire and maintain monopolies in the market for data integration services, including by blocking and disabling third-party integrators from accessing dealer data, entering into a market division agreement

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[5] *See* Wai Lam, *Breaking the Data Migration Shackle*, CirrusData (Mar. 8, 2016), http://www.cdsi.us.com/breaking-data-migration-shackle/.

pursuant to which they agreed not to compete in each other's aftermarkets, and imposing anticompetitive exclusive dealing arrangements on dealers and vendors who were locked into their platform.

177.   Defendants' ability to exclude competition and impose massive price increases demonstrates their market power in the data-integration market. And such conduct has no pro-competitive business justification.

178.   As a direct and proximate result of CDK and Reynolds' unlawful use of their duopoly power, Plaintiff and the Kansas Subclass have suffered injury to their business or property.

179.   Plaintiff and the Kansas Subclass are entitled to treble damages for these violations of the Kansas Unfair Trade and Consumer Protect Act and to reasonable attorneys' fees and costs pursuant to K.S. § 50-161(b) and (c).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, hereby demands:

a)   certification of this action as a class action, appointment of Plaintiff as class representative, and appointment of Plaintiff's counsel of record as class counsel;

b)   a declaration that CDK and Reynolds' actions described violate Sections 1 and 2 of the Sherman Act, Section 4 of the Clayton Act, and K.S. §§ 50-101, 50-112, and 50-132;

c)   an order enjoining CDK and Reynolds, and any other person acting on their behalf, from continuing, maintaining, renewing, effectuating, or enforcing the contract, combination, or conspiracy alleged herein, or from engaging in any other contract, combination, or conspiracy having similar purpose or effect, and requiring Defendants to

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take affirmative steps to dissipate the effects of their violations;

       d)   restitution and disgorgement of all profits wrongfully obtained;

       e)   an award to Plaintiff and the Class of all damages, including treble damages,

attorneys' fees, and reimbursement of litigation expenses, recoverable under applicable law;

       f)   an award to Plaintiff and the Class of pre- and post-judgment interest; and

       g)   such other relief as this Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff hereby demand a trial by jury on all applicable claims to the maximum number of jurors permitted by law.

Dated: January 24, 2018   By: */s/ Mark H. Troutman*

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Attorneys for Plaintiff

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS
Kenny Thomas Enterprises, Inc. (d/b/a Olathe Toyota)

DEFENDANTS
CDK Global, LLC, and The Reynolds and Reynolds Company

(b) County of Residence of First Listed Plaintiff   Johnson Cnty., KS
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant   Cook Cnty., Ill.
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
See attachment.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*
Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance	**PERSONAL INJURY** **PERSONAL INJURY**	☐ 625 Drug Related Seizure of Property 21 USC 881	☐ 422 Appeal 28 USC 158	☐ 375 False Claims Act
☐ 120 Marine	☐ 310 Airplane ☐ 365 Personal Injury -	☐ 690 Other	☐ 423 Withdrawal 28 USC 157	☐ 376 Qui Tam (31 USC 3729(a))
☐ 130 Miller Act	☐ 315 Airplane Product Liability Product Liability			☐ 400 State Reapportionment
☐ 140 Negotiable Instrument	☐ 320 Assault, Libel & ☐ 367 Health Care/ Pharmaceutical		**PROPERTY RIGHTS**	☒ 410 Antitrust
☐ 150 Recovery of Overpayment & Enforcement of Judgment	Slander Personal Injury		☐ 820 Copyrights	☐ 430 Banks and Banking
☐ 151 Medicare Act	☐ 330 Federal Employers' Liability Product Liability		☐ 830 Patent	☐ 450 Commerce
☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)	☐ 340 Marine ☐ 368 Asbestos Personal Injury Product		☐ 835 Patent - Abbreviated New Drug Application	☐ 460 Deportation
	☐ 345 Marine Product Liability Liability		☐ 840 Trademark	☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 153 Recovery of Overpayment of Veteran's Benefits	☐ 350 Motor Vehicle **PERSONAL PROPERTY**	**LABOR**	**SOCIAL SECURITY**	☐ 480 Consumer Credit
☐ 160 Stockholders' Suits	☐ 355 Motor Vehicle ☐ 370 Other Fraud	☐ 710 Fair Labor Standards Act	☐ 861 HIA (1395ff)	☐ 490 Cable/Sat TV
☐ 190 Other Contract	Product Liability ☐ 371 Truth in Lending	☐ 720 Labor/Management Relations	☐ 862 Black Lung (923)	☐ 850 Securities/Commodities/ Exchange
☐ 195 Contract Product Liability	☐ 360 Other Personal ☐ 380 Other Personal	☐ 740 Railway Labor Act	☐ 863 DIWC/DIWW (405(g))	☐ 890 Other Statutory Actions
☐ 196 Franchise	Injury Property Damage	☐ 751 Family and Medical Leave Act	☐ 864 SSID Title XVI	☐ 891 Agricultural Acts
	☐ 362 Personal Injury - ☐ 385 Property Damage		☐ 865 RSI (405(g))	☐ 893 Environmental Matters
	Medical Malpractice Product Liability			☐ 895 Freedom of Information Act
REAL PROPERTY	**CIVIL RIGHTS** **PRISONER PETITIONS**	☐ 790 Other Labor Litigation	**FEDERAL TAX SUITS**	
☐ 210 Land Condemnation	☐ 440 Other Civil Rights **Habeas Corpus:**	☐ 791 Employee Retirement Income Security Act	☐ 870 Taxes (U.S. Plaintiff or Defendant)	☐ 896 Arbitration
☐ 220 Foreclosure	☐ 441 Voting ☐ 463 Alien Detainee			☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
☐ 230 Rent Lease & Ejectment	☐ 442 Employment ☐ 510 Motions to Vacate Sentence		☐ 871 IRS—Third Party 26 USC 7609	
☐ 240 Torts to Land	☐ 443 Housing/ Accommodations ☐ 530 General			
☐ 245 Tort Product Liability	☐ 445 Amer. w/Disabilities - Employment ☐ 535 Death Penalty			☐ 950 Constitutionality of State Statutes
☐ 290 All Other Real Property	☐ 446 Amer. w/Disabilities - **Other:**	**IMMIGRATION**		
	Other ☐ 540 Mandamus & Other	☐ 462 Naturalization Application		
	☐ 448 Education ☐ 550 Civil Rights	☐ 465 Other Immigration Actions		
	☐ 555 Prison Condition			
	☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN *(Place an "X" in One Box Only)*
- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
15 U.S.C. § 1
Brief description of cause:
Sherman Act Violation For Restraining Trade and Monopolizing Markets For Data Management & Integration

VII. REQUESTED IN COMPLAINT:
☒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $ 5,000,000+

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE _____ DOCKET NUMBER _____

DATE   01/24/2018

SIGNATURE OF ATTORNEY OF RECORD   /s/ Mark H. Troutman

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a)   **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b)   **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c)   **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II.   **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked**.** (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III.   **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV.   **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V.   **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI.   **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII.   **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII.   **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Attorneys for Plaintiff
Kenny Thomas Enterprises, Inc.
(d/b/a Olathe Toyota)

Mark H. Troutman (0076390)
Shawn K. Judge (0069493)
Gregory Travalio (0000855)
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to be admitted pro hac vice

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio   ▼

Kenny Thomas Enterprises, Inc. (d/b/a Olathe Toyota), on behalf of itself and all those similarly situated,	))))	
Plaintiff(s)	))	
v.	))	Civil Action No. 3:18-cv-29
CDK Global, LLC, et al.	)))	
Defendant(s)	))))	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* CDK Global, LLC
1950 Hassell Road
Hoffman Estates, IL 60169

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Mark H. Troutman
Isaac Wiles Burkholder & Teetor, LLC
Two Miranova Place, Ste. 700
Columbus, Ohio 43215

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____   _____
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 3:18-cv-29

PROOF OF SERVICE
(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

❐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

❐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

❐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

❐ I returned the summons unexecuted because _____ ; or

❐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ __0.00__ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Southern District of Ohio   ▾

Kenny Thomas Enterprises, Inc. (d/b/a Olathe Toyota), on behalf of itself and all those similarly situated, *Plaintiff(s)* v. CDK Global, LLC, et al. *Defendant(s)*	))))))))))))) Civil Action No. 3:18-cv-29

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*   CDK Global, LLC
CT CORPORATION SYSTEM
4400 EASTON COMMONS WAY SUITE 125
COLUMBUS,OH 43219

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Mark H. Troutman
Isaac Wiles Burkholder & Teetor, LLC
Two Miranova Place, Ste. 700
Columbus, Ohio 43215

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 3:18-cv-29

PROOF OF SERVICE
(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

❑ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

❑ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

❑ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

❑ I returned the summons unexecuted because _____ ; or

❑ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ ____0.00____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio ☐▼

Kenny Thomas Enterprises, Inc. (d/b/a Olathe Toyota), on behalf of itself and all those similarly situated,	))))
_____ *Plaintiff(s)*	))
v.	) Civil Action No. 3:18-cv-29)
CDK Global, LLC, et al.	)))
_____ *Defendant(s)*	)))

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* The Reynolds and Reynolds Company
One Reynolds Way
Kettering, OH 45430

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Mark H. Troutman
Isaac Wiles Burkholder & Teetor, LLC
Two Miranova Place, Ste. 700
Columbus, Ohio 43215

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____   _____
                                                                         Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 3:18-cv-29

PROOF OF SERVICE
(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Ohio ▼

Kenny Thomas Enterprises, Inc. (d/b/a Olathe Toyota), on behalf of itself and all those similarly situated,	))))	
Plaintiff(s)	))	
v.	))	Civil Action No. 3:18-cv-29
CDK Global, LLC, et al.	)))	
Defendant(s)	)))	

SUMMONS IN A CIVIL ACTION

To: _(Defendant's name and address)_ The Reynolds and Reynolds Company
CT CORPORATION SYSTEM
4400 EASTON COMMONS WAY SUITE 125
COLUMBUS,OH 43219

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Mark H. Troutman
Isaac Wiles Burkholder & Teetor, LLC
Two Miranova Place, Ste. 700
Columbus, Ohio 43215

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____   _____
                                                                     Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 3:18-cv-29

PROOF OF SERVICE
(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

❐ I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

❐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

❐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

❐ I returned the summons unexecuted because _____ ; or

❐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Antitrust Class Actions Continue to Roll in Against CDK Global, Reynolds and Reynolds Company](#)