

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA

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Northern Division

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DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT OF ALA

MASSEY CHRYSLER CENTER, INC.,
and MASSEY AUTOMOTIVE, INC.,
individually and as representatives of the
classes,

Case No: 2:18-cv-42

Plaintiffs,

vs.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

CDK GLOBAL, LLC, AND
THE REYNOLDS AND REYNOLDS
COMPANY,

Defendants.

Plaintiffs Massey Chrysler Center, Inc., and Massey Automotive, Inc. (collectively "Massey"), individually and on behalf of and the class set forth below, bring the following class action complaint against defendants CDK Global, LLC ("CDK"), and The Reynolds and Reynolds Company ("Reynolds") (collectively "defendants"):

PRELIMINARY STATEMENT

1. This case is about the defendants' scheme to control the market for back-office computer applications used by automobile dealers ("dealers").

2. The defendants have engaged in a conspiracy to allocate market share, reduce competition, and fix prices in the market for data management systems (“DMS”) used by automobile dealers.

3. Automobile dealers purchase DMS for the purpose of managing crucial everyday operations such as tracking vehicle and parts sales and inventory, recording customer information, DMS providing Finance and Insurance (F&I) services. DMS also may be used to handle accounting, payroll, human resources, and marketing.¹

4. A DMS has a database component that allows automobile dealers to enter and store data generated in real time. A DMS facilitates every step of a dealer’s retail business and provides the dealer with comprehensive control over all its departments.

5. CDK and Reynolds use their market power to lock automobile dealers into long-term DMS service contracts, lasting up to seven years, with punitive terms that make it inordinately difficult and expensive for dealers to switch DMS providers. As experienced by the named plaintiffs, the onerous contracts enable the defendants (CDK in the plaintiffs’ case) to provide a shoddy product and service at a premium price because the barriers to switching are even more costly.

¹ The DMS market, largely unknown to most consumers, is a big business. CDK’s total 2016 revenues were \$2.2 billion. CDK Global Inc. Annual Report for the fiscal year ended June 30, 2017, Form 10-K, <http://www.sec.gov>. Reynolds’ 2016 revenues (estimated) were \$1.7 billion. Financial Information for The Reynolds and Reynolds Company, <http://www.hoovers.com>.

6. The defendants have conspired to achieve the same results in the related subsidiary data integration services (“DIS”) market for services that extract, format, integrate, and organize data contained within DMS.

7. DIS relates to the data that dealers store within the DMS, such as inventory, customer, sales, and maintenance data. Both CDK and Reynolds, in their contracts, recognize that a dealer has a proprietary interest in its own data.

8. Although dealers own their data, CDK and Reynolds seek to control the data by restricting access to data integrators that extract, format, integrate, and organize data contained within DMS.

9. The work by integrators, typically done at no cost to the dealer, enables third-party vendors to build applications that a dealer may purchase independently to facilitate inventory management, customer relationship management, warranty services, repair orders, electronic vehicle registration and titling, and more.

10. Both CDK and Reynolds have data integration products.² The defendants misuse their control over dealers’ DMS data to dominate the DIS market.

11. As evidenced by a written agreement, CDK and Reynolds conspired to cease competing with each other in order to bolster their own DIS products and to drive smaller data integrators from the DIS market.

² CDK’s data integration product is called “Third Party Access” (“3PA”). Reynolds’ data integration product is called “R&R Certified Interface” (“RCI”).

12. After the defendants foreclosed competing data integrators from the DIS market, they extracted, and continue to extract, artificially inflated prices from dealers and third-party application vendors.

13. The actions complained of in this complaint, further detailed below, have restrained and adversely affected interstate commerce because the defendants provide their products and services across the nationwide DMS and DIS markets.

14. The defendants, during the relevant period, sold a substantial amount of DMS and provided extensive DIS within the continuous and uninterrupted flow of interstate and foreign commerce and, as intended, their actions substantially affected that commerce.

15. The plaintiffs seek redress individually, and on behalf of those similarly-situated, for the injuries that the plaintiffs and class members have sustained as a result of the defendants' conspiracy to monopolize the DMS and DIS markets, and to fix, raise, maintain, stabilize, allocate markets for, and limit, reduce, and otherwise manipulate the price and supply of DMS and DIS.

16. The plaintiffs assert these claims on behalf of a nationwide class of automobile dealers, as well as a statewide class of automobile dealers located in Alabama. The plaintiffs, individually and on behalf of the classes, seek monetary relief, injunctive relief, corresponding declaratory relief, and other appropriate relief for the defendants' unlawful conduct, as described herein.

PARTIES

17. Plaintiff Massey Chrysler Center, Inc., is a corporation organized and existing under Alabama law. Its principal place of business is located at 602 Bypass Road, Andalusia, Covington County, Alabama. It is engaged in the business of purchasing and selling automobiles, including new Chrysler, Jeep, and Nissan models.

18. Plaintiff Massey Automotive, Inc., is a corporation organized and existing under Alabama law. Its principal place of business is located at 600 Bypass Road, Andalusia, Covington County, Alabama. It is engaged in the business of purchasing and selling automobiles, including new General Motors models.

19. Defendant CDK is a publicly traded Delaware corporation with its corporate headquarters and principal place of business located at 1950 Hassell Road, Hoffman Estates, Illinois. CDK provides DMS software and services to automobile dealerships throughout the United States, including the plaintiffs, and has more than \$2 billion in annual revenue.³

20. Defendant Reynolds is an Ohio corporation with its corporate headquarters and principal place of business located at One Reynolds Way, Kettering, Ohio. Reynolds provides DMS software and services to automobile

³ In 2014, CDK was spun off from ADP, LLC (“ADP”), and is now an independent, publicly traded company in which ADP retains no ownership interest. Prior the spin-off, CDK was referred to as ADP Dealer Services, Inc.

dealerships throughout the United States. Reynolds, formerly a publicly traded company, was privately acquired in 2006 by Bob Brockman.

JURISDICTION & VENUE

21. This court has subject matter jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The amount in controversy exceeds \$5 million exclusive of interest and costs. The plaintiffs and defendants are citizens of different states. There are more than 100 putative class members.

22. This action arises under sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1 and 2; sections 4 and 16 of the Clayton Act, 15 U.S.C. §§ 15 and 26.

23. This court has jurisdiction over the federal claims 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.

24. This court has supplemental jurisdiction over the state law claim pursuant to 28 U.S.C. § 1367 because it is so closely related to the federal claims that they form part of the same case or controversy.

25. This court has personal jurisdiction over the defendants because they have engaged in the unlawful acts described in this complaint with the foreseeable or intended effect of causing substantial economic harm to the plaintiffs in Alabama.

26. Venue is proper in this court pursuant to sections 4, 12, and 16 of the Clayton Act, 15 U.S.C. §§ 15, 22, and 26, and 28 U.S.C. § 1391(b), (c), and (d). The

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 the plaintiffs' claims arose in this district, and a substantial portion of the affected interstate commerce described below has been carried out in this district.

27. As described below, the defendants' unlawful conduct has substantially affected interstate commerce by harming competition and increasing prices to the detriment of the plaintiffs, and automobile dealers throughout the United States.

FACTS

28. CDK, Reynolds, and their affiliated companies are in the business of providing DMS to dealers.

29. The DMS market is comprised of providers that market and sell DMS to automobile dealers in the United States.

30. The relevant geographic market is the United States.

31. There is public and industry recognition of the DMS market. There are no reasonable substitutes for the software and services provided by DMS providers to retail automobile dealers.

32. CDK, through its successor ADP, sold DMS to the plaintiffs and thousands of other dealers, while Reynolds sold DMS to other class members. The plaintiffs and class members purchased DMS directly from the defendants.⁴

⁴ A small dealer, like the named plaintiffs herein, will pay up to \$150,000 per year for the DMS

33. CDK and Reynolds comprise a duopoly, controlling over 70 percent of the United States market for the supply of DMS by number of dealers, and approximately 90 percent when measured by vehicles sold.⁵

34. Because of their dominant market share and the significant barriers to entry in the DMS market, the CDK/Reynolds duopoly exerts enormous leverage over dealers when it comes to the provision of DMS.

35. DMS providers license and sell their software and services to automobile dealers pursuant to written contracts of five to seven years in length. Dealers have little choice but to enter into these long-term contracts with the defendants for DMS.

36. These long-term contracts contain variable fee provisions, and the defendants have used their duopoly power to impose artificially inflated fees for the provision of DMS to dealers.

37. The contracts also contain automatic extensions if new services are ordered in the middle of the contract. The defendants use these extensions to “lock in” their dealer clients to deal with only one or the other of them.

software license and services offered by CDK and Reynolds. Mid-size dealership groups (5 to 10 stores) can pay up to \$1.5 million or more per year, and large dealers can pay over \$5 million per year.

⁵ CDK and Reynolds’ domination of the DMS market has been stable for decades. Other DMS providers and new entrants have not been able to break the defendants’ dominance because of the high barriers to entry into the market. Aside from CDK and Reynolds, the DMS market is diffuse, with a number of providers dividing up the remaining market share. These providers typically are small, occupy particular niches, and serve the country’s smaller automobile dealers.

38. A dealer only has one DMS provider at a time. It would be functionally impossible for a dealer to operate with two separate DMS platforms because DMS providers have incompatible operating software for their respective systems. Transitioning to a different DMS provider is cumbersome and rare because the process takes up to a year or longer, and is expensive.

39. CDK, Reynolds, and their affiliates also are in the business of providing DIS, which enables dealers and third-party application service providers (“vendors”) to extract, organize, and integrate data from the dealer’s DMS into a usable format.

40. The cost of switching DMS providers is heightened because CDK and Reynolds can paralyze a dealer’s business by restricting vendors and their applications from accessing a dealer’s data.

41. The DMS houses a dealer’s data, and third-party applications must be able to access that data in order to perform important services for the dealership. Although dealers own the data stored in the DMS, CDK and Reynolds exercise control over access to the data. CDK and Reynolds can cripple a dealer’s business simply by switching off third-party access to essential dealer data.

42. CDK and Reynolds leverage their dominance in the DMS market to include unlawful exclusive dealing provisions in their long-term contracts with dealers. Whether a dealer chooses CDK or Reynolds, the dealer is then locked in to the same anticompetitive exclusive dealing contract, as are the vendors that serve

the dealers. Either defendant will sue a dealer that seeks to exit his contract. Thus, it is even more difficult to switch DMS providers because switching is not only a costly proposition and logistical nightmare, but runs the risk of fomenting litigation as well.

43. Furthermore, these exclusive dealing provisions require dealers, like the plaintiff and class members, to cede control of their own data to the defendants, and to provide the defendants with the ability to block other DIS vendors from accessing dealer data.⁶

44. Dealers have no choice but to utilize the defendants' DIS. As such, the defendants unlawfully tie the provision of DIS to the supply of DMS.

45. Dealers engage vendors to utilize their data to provide dealers with necessary services such as inventory management, customer relationship management, and electronic registration and titling (a service that dealers in some states are mandated to provide).

46. Vendors, to perform their services, must integrate the dealers' data stored on the dealers' DMS.

⁶ A California electronic vehicle registration company, Motor Vehicle Software Corporation ("MVSC"), has sued CDK and Reynolds alleging they blocked MVSC's access to dealer data for the benefit of another electronic vehicle registration service jointly owned by CDK and Reynolds. See Motor Vehicle Software Corp. v. CDK Global Inc., No. 17-cv-00896 (C.D. Cal. Feb. 3, 2017).

47. In addition to tying the provision of DIS to the supply of DMS, the defendants have leveraged their control of the DIS market to impose exclusive dealing provisions on the vendors.

48. These exclusive dealing provisions mean that any vendor that does business with CDK or Reynolds cannot contract with any other company that provides DIS.

49. These exclusive dealing provisions are purportedly infinite in duration. As such, vendors – who are engaged by dealers to use the dealers’ own data – are also required to use the defendants’ DIS.

50. The defendants have exploited the anticompetitive and unlawful exclusive dealing provisions in dealer and vendor contracts to impose exorbitant charges for DIS on the vendors. These charges are passed on to dealers.

51. Prior to February 2015, CDK and Reynolds were competitors in the DIS market. On February 18, 2015, CDK and Reynolds entered into an illegal express horizontal agreement to exclude competition in the DIS market.

52. The defendants’ illegal agreement, characterized as a “Wind Down Access Agreement,” expressly provides that only CDK may have access to the data housed on a dealer’s CDK DMS, and only Reynolds may access data housed on a dealer’s Reynolds’ DMS.

53. This agreement represents a textbook illegal market division: CDK agreed it would no longer compete to provide access to dealer data on the Reynolds DMS, ceding that ground exclusively to Reynolds. And because Reynolds already did not compete with CDK in providing access to data for dealers using the CK DMS, the agreement ensured that CDK and Reynolds would be the exclusive providers of DIS for dealer data on their respective platforms.⁷

54. The agreement mandated coordination between CDK and Reynolds in transitioning all of CDK's vendor clients (i.e., those vendors for whom CDK provided access to dealer data on the Reynolds DMS) into the Reynolds RCI program. Once completed, this left vendors with no choice but to pay CDK and Reynolds in order to obtain the dealer's proprietary data from the CDK and Reynolds DMS platforms.

55. CDK and Reynolds, once competitors, have now virtually eliminated competition in the DMS market. The defendants collusion has had the effect of limiting the number of data integrators to CDK, Reynolds, and their affiliates.

56. As the provision of DIS is limited to the defendants and their affiliates, dealers have no choice but to acquire DMS from the defendants. This is necessary

⁷ In antitrust terms, this agreement is no different that if the defendants had agreed to divide the dealers by whether they were East or West of the Mississippi River. It is brazen, and illegal.

for a dealer to ensure that its own data can be integrated and thus converted into a usable format.

57. In addition to tying the provision of DIS to the supply of DMS, the defendants have utilized their control of the DIS market to impose supra-competitive charges for data integration on vendors. Those charges are then passed on from vendors to dealers.

58. For example, in July 2015 – shortly after defendants began implementing the February 2015 agreement – *Automotive News* reported that “CDK said it intends to charge each third-party vendor ... between \$250 and \$300 a month per store for each software product. The current fees average about \$70 per software product.”⁸

59. The defendants do not deny that massive price increases have followed their implementation of the February 2015 agreement, but justify their artificially and illegally inflated prices on the basis of alleged increased data security costs. The defendants’ justification is a mere pretext for the imposition of increased charges from their illegal anticompetitive conduct.

60. As a result of the defendants’ anticompetitive conduct, the plaintiffs and members of the Nationwide Class have directly paid inflated prices to the

⁸ David Barkholz, “Dealers will pay up for vendors’ data access after CDK switch,” *Automotive News*, July 20, 2015.

defendants for DMS, and have indirectly paid inflated prices to the defendants for the DIS provided by vendors.

61. The plaintiffs bring this action on their own behalf as well as on behalf of all retail automobile dealers that directly purchased DMS from the defendants or the predecessors, subsidiaries, or affiliates during the class period.

62. The plaintiffs seek declaratory and injunctive relief to prevent the defendants from continuing their unlawful conduct, and to recover damages and costs, including reasonable attorneys' fees, for the injuries that the plaintiffs and class members have sustained as a result of the defendants' conspiracy to monopolize and fix prices in the DMS and DIS markets.

CLASS ACTION ALLEGATIONS

63. The plaintiffs and the class members, as defined below, have been damaged by the defendants' illegal, anticompetitive conduct in that the plaintiffs and class members have paid higher prices for DMS and DIS than they would have paid had the defendants complied with federal antitrust law.

64. The plaintiffs bring this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

65. The plaintiffs assert the claims herein on behalf of a proposed **Nationwide Class** defined as follows:

All automobile dealers located in the United States and its

territories who, during the period from and including January 1, 2015, through the present, purchased DMS from one or more defendants, any predecessor, successor, current or former subsidiary of the defendants, and any co-conspirator of the defendants.⁹

66. The plaintiffs also bring this action on behalf of a proposed **Alabama**

Class defined as follows:

All automobile dealers located in the State of Alabama who, during the period from and including January 1, 2015, through the present, purchased DMS from one or more defendants, any predecessor, successor, current or former subsidiary of the defendants, and any co-conspirator of the defendants.¹⁰

67. Numerosity: The members of the class are so numerous that joinder of all class members is impracticable. Thousands of automobile dealers nationwide, and scores in Alabama, have purchased DMS from the defendants during the relevant period.

⁹ The following are excluded from the Nationwide Class: (1) defendants CDK and Reynolds, their parent companies, subsidiaries and affiliates, and any co-conspirators; and (2) any automobile dealerships in which any judges or judicial personnel involved in this case have any financial interest. The plaintiffs reserve the right to amend the class period and/or class definition if discovery and further investigation reveal that the class should be expanded, divided into additional subclasses, or modified in any way.

¹⁰ The following are excluded from the Alabama Class: (1) defendants CDK and Reynolds, their parent companies, subsidiaries and affiliates, and any co-conspirators; and (2) any automobile dealerships in which any judges or judicial personnel involved in this case have any financial interest. The plaintiffs reserve the right to amend the class period and/or class definition if discovery and further investigation reveal that the class should be expanded, divided into additional subclasses, or modified in any way.

68. Typicality: The plaintiffs' claims are typical of other class members because, among other things, all class members were comparably injured by the defendants' anticompetitive conduct as described above.

69. Adequacy: The plaintiffs will fairly and adequately protect the interests of the classes, and have retained counsel experienced in class actions and complex litigation.

70. Commonality and Predominance: Common questions of law and fact exist as to all class members and predominate over any questions solely affecting individual members of the classes, including but not limited to:

- a) whether the defendants engaged in a combination and conspiracy among themselves to fix, raise, maintain, or stabilize the prices of DMS and DIS sold in the United States;
- b) the identity of other participants, if any, in the alleged conspiracy, the duration of the alleged conspiracy, and the acts carried out by the defendants and co-conspirators, if any, in furtherance of the conspiracy;
- c) whether the alleged conspiracy violated the Sherman Antitrust Act;
- d) whether the defendants unjustly enriched themselves to the detriment of the plaintiffs and class members, thereby entitling the

plaintiffs and class members to disgorgement of all benefits derived by the defendants;

- e) whether the conduct of the defendants and their co-conspirators, if any, caused injury to the business or property of the plaintiffs or class members;
- f) the effect of the alleged conspiracy on the prices for DMS and DIS sold in the United States during the relevant period;
- g) whether the plaintiffs and class members had any reason to know or suspect the conspiracy, or any means to discovery the conspiracy;
- h) the appropriate injunctive and related equitable relief for the class; and
- i) the appropriate class-wide measure of damages.

71. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because the defendants have acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.

72. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the class predominate over any questions affecting only individual members of the class, and because a class action

is superior to other available methods for the fair and efficient adjudication of this controversy.

73. The defendants' conduct as described in this complaint stems from common and uniform policies and practices, resulting in a deliberate and systematic scheme to control the market for DMS and DIS.

74. Members of the classes do not have an interest in pursuing separate individual actions against the defendants, as the amount of each class member's individual claims are small compared to the expense and burden of individual prosecution.

75. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning the defendants' practices. Moreover, management of this action as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all class members' claims in a single forum.

76. The plaintiffs intend to send notice to all class members to the extent required by Rule 23.

CLAIMS FOR RELIEF

COUNT I – VIOLATION OF THE SHERMAN ACT, SECTION 1 **(On behalf of the Nationwide Class)**

77. The plaintiffs, on behalf of the Nationwide Class, allege and incorporate by reference the allegations in the preceding paragraphs.

78. The defendants, CDK and Reynolds, engaged in a conspiracy in unreasonable 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.

79. CDK and Reynolds are horizontal competitors in the DMS market. CDK and Reynolds have subsidiaries and affiliates which similarly compete horizontally in the DIS market.

80. CDK and Reynolds possess a dominant position in the DMS market, holding approximately a 70 percent market share, which helped further their conspiracy.

81. At least as early as 2015, and continuing through at least the present, CDK and Reynolds entered into a continuing agreement, understanding, and conspiracy in restraint of trade to fix, raise, maintain, and/or stabilize at artificial and non-competitive levels the prices paid by automobile dealerships for DMS.

82. The defendants' conspiracy is a *per se* violation of the federal antitrust laws, an unreasonable and unlawful restraint of trade, was intended to and did harm interstate commerce, and has had an actual, substantial effect on interstate commerce in the United States.

83. The conspiracy between CDK and Reynolds has allowed these defendants to raise price paid by the plaintiffs and other class members to access their own dealer information.

84. The defendants, through their conspiracy, caused actual injury to competition in the DMS and DIS markets in the United States.

85. As a direct and proximate result of the defendants' conspiracy, the plaintiffs and Nationwide Class members have suffered actual injury to their business or property, including but not limited to costs for DMS and DIS.

86. The plaintiffs and members of the Nationwide Class are entitled to treble damages for the defendants' violations of the Sherman Act.

**COUNT II – CONSPIRACY TO MONOPOLIZE THE DIS MARKET IN
VIOLATION OF THE SHERMAN ACT, SECTION 2
(On behalf of the Nationwide Class)**

87. The plaintiffs allege and incorporate by reference the allegations in the preceding paragraphs.

88. CDK and Reynolds have, with the specific intent to create monopoly power both could exploit, unlawfully and in a coordinated way used their market power in the DMS market to monopolize the DIS market in violation of Section 2 of the Sherman Antitrust Act, 15 U.S.C. § 2. Together CDK and Reynolds control over 70 percent of the DMS market by number of dealers.

89. When dealers purchase the defendants' DMS, they are locked into that system through the defendants' use of long-term contracts and the fact that changing providers is expensive and cumbersome for dealers.

90. By blocking non-defendant DIS providers from using CDK and Reynolds' DMS, and/or by disabling non-defendant DI providers from accessing dealer data, the defendants have demonstrated that they can and do control the DIS market, resulting in harm to competition and increased prices in that market.

91. The exclusion of competitors from the DIS market has no procompetitive business justification, such as improving dealer data security, and stifles competition.

92. The plaintiffs and members of the Nationwide Class are entitled to treble damages for the defendants' violations of Section 2 of the Sherman Act.

COUNT III – UNJUST ENRICHMENT
(On behalf of the Alabama Class)

93. The plaintiffs, on behalf of the Alabama Class, allege and incorporate by reference the allegations in the preceding paragraphs.

94. As a result of the unlawful conduct described above, the defendants will continue to be unjustly enriched. Specifically, CDK and Reynolds have been unjustly enriched by the receipt of, at a minimum, unlawfully inflated prices and unlawful profits on sales of DMS and DIS to the plaintiffs and members of the Alabama Class.

95. CDK and Reynolds have benefitted from their unlawful acts and it would be inequitable for them to be permitted to retain any ill-gotten gains resulting

from the overpayments made for DMS or DIS by the plaintiffs and members of the Alabama Class.

96. The plaintiffs and members of the Alabama Class are entitled to the amount of the defendants' ill-gotten gains resulting from their unlawful, unjust, and inequitable conduct.

97. The plaintiffs and members of the Alabama Class are entitled to the establishment of a constructive trust of all ill-gotten gains from which the plaintiffs and members of the Alabama Class may make claims on a *pro rata* basis.

98. Pursuit of any remedies against any non-defendant DMS or DIS providers would have been futile given that these providers did not take part in the defendants' conspiracy.

PRAYER FOR RELIEF

99. Accordingly, the plaintiffs, individually and on behalf of the classes, requests relief as follows:

- a) certification of the Nationwide Class and/or Alabama Class class pursuant to Fed. R. Civ. P. 23, as requested herein;
- b) appointment of the plaintiffs as class representatives, and the undersigned counsel as class counsel;

- c) an order directing that reasonable notice of this action, as provided by Fed. R. Civ. P. 23(c)(2), be given to each and every class member;
- d) an injunction permanently enjoining the defendants, as well as their subsidiaries and affiliates from further engaging in any of the conduct described above;
- e) a judgment declaring that the unlawful conduct, conspiracy, or combination alleged above constitutes a *per se* and/or otherwise unreasonable and unlawful restraint of trade or commerce in violation of 15 U.S.C. §§ 1 and 2;
- f) a judgment declaring that the unlawful conduct, conspiracy, or combination alleged above constitutes acts of unjust enrichment in violation of Alabama law;
- g) an award to the plaintiffs and Nationwide Class members of compensatory damages and treble damages, to the extent allowed by law;
- h) an award to the plaintiffs and Alabama Class members restitution and/or disgorgement of profits;

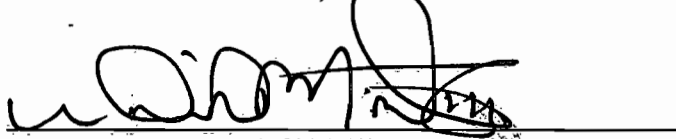
- i) an award of pre- and post-judgment interest as provided by law, and that such interest be awarded at the highest legal rate from and after the date of service of this complaint;
- j) an award of reasonable attorneys' fees, costs, and expenses; and
- k) granting such other relief as the court deems just and proper.

DEMAND FOR JURY TRIAL

100. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, the plaintiff and the class demand a trial by jury.

Respectfully submitted January 25, 2017.

**BEASLEY, ALLEN, CROW, METHVIN,
PORTIS & MILES, P.C.**



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Court Name: U S DISTRICT COURT - AL/M
Division: 2
Receipt Number: 4602048111
Cashier ID: kruffin
Transaction Date: 01/25/2018
Payer Name: BEASLEY ALLEN CROW METHVIN

CIVIL FILING FEE
For: BEASLEY ALLEN CROW METHVIN
Case/Party: D-ALM-2-18-CV-000042-001
Amount: \$400.00

CHECK
Check/Money Order Num: 267430
Amt Tendered: \$400.00

Total Due: \$400.00
Total Tendered: \$400.00
Change Amt: \$0.00

2:18-CV-42

MASSEY CHRYSLER CENTER INC ET AL. V.
CDK GLOBAL LLC ET AL

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Another Class Action Alleges CDK Global, Reynolds and Reynolds Co. Fixed Market for Auto Dealer Data Systems](#)
