

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TCS JOHN HUXLEY AMERICA, INC.,
et al.,

Plaintiffs,

v.

SCIENTIFIC GAMES CORP., et al.,

Defendants.

Case No. 19 C 1846

Judge John Robert Blakey

ORDER

Plaintiffs claim Defendants filed sham litigation against them to maintain their monopoly in the casino automatic card shuffler market, in violation of § 2 of the Sherman Act. *See* [32]. Defendants moved to dismiss, arguing that Plaintiffs filed their claim too late and lack standing to bring an antitrust claim. *See* [35]. For the reasons explained below, the Court denies Defendants' motion [35].

Subject to further developments regarding the COVID-19 crisis and Amended General Order 20-0012, this case is tentatively set for a status hearing on April 14, 2020 at 9:45 a.m. in Courtroom 1203. The parties may appear by telephone by contacting this Court's Courtroom Deputy 72-hours prior to the hearing and should be prepared at the hearing to set all remaining case management dates, including a trial date.

STATEMENT¹

Plaintiff Taiwan Fulgent Enterprise Co. Ltd. (TF) has been producing innovative automated products for the gaming industry for over 30 years. [32], ¶ 7. TF holds numerous patents (or pending patent applications) and manufactures the A Plus series automatic card shufflers, which produce reliably random shuffles, thereby ensuring fairness and increasing game speed, profitability, and security. *Id.* at ¶ 9. The A Plus shuffler can handle up to eight decks of cards at once (whether plastic, paper, plastic coated, or embossed) and can be used for virtually every card game on the casino floor, from public domain games such as blackjack and baccarat, to popular proprietary games such as Texas Hold ‘Em, Caribbean Stud, Three Card Poker, Three Card Baccarat, and Pai Gow Poker. *Id.* at ¶ 8. TF’s A Plus shufflers are distributed exclusively by TCS John Huxley America, Inc., TCS John Huxley Europe Limited, and TCS John Huxley Asia Limited (together, the TCS Plaintiffs). *Id.* at ¶ 9.

Defendants Scientific Games Corporation (SGC), Bally Technologies, Inc., and Bally Gaming, Inc. sell fully automated card shufflers under the Shuffle Master and Bally names and have established a monopoly in the casino market.² *Id.* at ¶¶ 9, 16–18. Plaintiffs allege that their A Plus shufflers are less expensive and more reliable than those offered by Defendants, and, as a result, constitute a substantial threat to

¹ This Court draws the facts (accepted as true for purposes of the present motion) from Plaintiffs’ second amended complaint [32].

² Plaintiffs allege that Bally acquired SHFL Entertainment, Inc. on November 25, 2013, and SGC acquired Bally on November 21, 2014. Thereafter, SGC and Bally began using “Shuffle Master” or “SHFL” as trade names and selling or leasing card shufflers based upon the patents at issue in this case under the Shuffle Master or SHFL names. [32] at ¶ 17.

Defendants' monopoly and business interests. *Id.* at ¶ 9. Defendants responded to this threat by initiating sham litigation against TF and the TCS Plaintiffs. *Id.*

Plaintiffs sued SGC and the Bally entities on March 15, 2019, alleging that these Defendants monopolized the U.S. market for automatic card shufflers in regulated casinos, in violation of § 2 of the Sherman Act. *See* [1]. Thereafter, Plaintiffs filed an amended complaint, [9], and then a second amended complaint, [32]. The latter, which is the operative complaint, alleges that Defendants filed sham litigation against Plaintiffs and other competitors, alleging infringement of fraudulently procured patents, to drive out competition and monopolize the U.S. and world markets for automatic card shufflers designed for casino use. *Id.* at ¶ 1. Plaintiffs allege that entry into the casino shuffling machine market is extremely expensive, time consuming, and risky because of regulation, standards, and testing mandates. *Id.* at ¶ 27. According to Plaintiffs, Defendants have achieved a 100% market share in the relevant U.S. market, not because they invented a superior product, but because they purposefully abused the patent system and judicial process: they procured patents by fraud and then asserted those patents in lawsuits designed to drive competitors out of the market. *Id.* at ¶ 28. Among other sham lawsuits, Defendants sued John Huxley Casino Equipment Ltd. and John Huxley USA, Inc. in 2002; TF in 2009; and TCS Africa and TCS America in 2012. *Id.* at ¶ 30.

Plaintiffs allege that, in November 2009, Defendants' predecessor, SHFL, sued TF, alleging infringement of patents SHFL knew were invalid and unenforceable. *Id.* at ¶ 33. Rather than incur millions of dollars in legal fees to defend the case, TF

agreed to refrain from selling the A Plus shuffler or any similar shuffler in the U.S. for three years, and the parties settled the matter in 2010. *Id.* at ¶ 34. As a result, TF was unable to negotiate a worldwide distribution agreement, and, when TF negotiated its international distribution agreement with TCS Asia in June 2010, it had to exclude the United States until April 2013. *Id.* at ¶ 35. Because it was afraid of being sued, TF also excluded the United Kingdom, Austria, Southern Africa, and South Korea, though it added Southern Africa in the licensed sales territory on August 1, 2011. *Id.*

Plaintiffs allege that Defendants also sued TCS America on September 14, 2012 to keep TCS from showing the A Plus shuffler at the 2012 G2E show in Las Vegas. *Id.* at ¶ 37. And, shortly thereafter, on October 12, 2012, Defendants sued another shuffler manufacturer, DigiDeal, alleging that DigiDeal's DigiShuffle infringed Defendants' patents. *Id.* at ¶¶ 41, 43. On April 28, 2015, while the patent infringement remained pending, DigiDeal sued SGC and Bally, alleging that Defendants violated § 2 of the Sherman Act, *see Shuffle Tech, et al. v. Scientific Games Corp.*, No. 15 C 3702 (N.D. Ill.). DigiDeal and Defendants ultimately settled that case, but not before a jury found for DigiDeal and ordered Defendants to pay \$315 million in damages. *See id.* at [288].

Plaintiffs allege that TF has been attempting to enter the U.S. market with its A Plus shuffler since at least 2009 and has made substantial preparations to do so. [32] at ¶ 46. They further allege that the TCS Plaintiffs have been attempting to enter the U.S. shuffler market with TF's A Plus shuffler since at least 2010. *Id.*

Plaintiffs allege that their plans to enter the market were thwarted by Defendants' anticompetitive conduct – specifically, their initiation of sham litigation to drive competitors out of the market. *Id.* Plaintiffs allege that, as a result of Defendants' anticompetitive activities, they have been damaged in their business and property by being excluded from the U.S. market for automatic card shufflers. *Id.* at ¶ 168. Plaintiffs allege that, because of Defendants' conduct, they have lost shuffler sales and profits on the A Plus, as well as lost sales and profits on other products Plaintiffs would have sold had they been allowed to sell their A Plus shuffler in the United States and elsewhere. *Id.* at ¶ 47. Plaintiffs allege that their lost profits exceed \$100 million to date. *Id.*

Defendants moved to dismiss Plaintiffs' complaint under Fed. R. Civ. P. 12(b)(6), arguing that Plaintiffs' claim is barred by both the Sherman Act's four-year statute of limitations and the release TF executed as part of a 2010 settlement agreement. Defendants also argue that the TCS Plaintiffs lack standing to bring an antitrust claim. *See* [35]. The Court considers each argument below.

A. Legal Standard

A motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) “challenges the sufficiency of the complaint for failure to state a claim upon which relief may be granted”; such motions do not generally reach questions of fact. *Gen. Elec. Capital Corp. v. Lease Resolution Corp.*, 128 F.3d 1074, 1080 (7th Cir. 1997); *Int'l Mktg., Ltd. v. Archer-Daniels-Midland Co., Inc.*, 192 F.3d 724, 729–30 (7th Cir. 1999). To survive a motion to dismiss, a complaint must provide a “short and plain statement of the

claim showing that the pleader is entitled to relief,” Fed. R. Civ. P. 8(a)(2), giving the defendant “fair notice” of the claim “and the grounds upon which it rests.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). A complaint must allege “sufficient factual matter” to “state a claim to relief that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Twombly*, 550 U.S. at 570). A claim has facial plausibility “when the pleaded factual content allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Iqbal*, 556 U.S. at 678 (citing *Twombly*, 550 U.S. at 556). In evaluating a complaint, this Court draws all reasonable inferences in the plaintiff’s favor and accepts all well-pleaded allegations as true. *Id.* The Court need not, however, accept legal conclusions or conclusory allegations. *McCauley v. City of Chicago*, 671 F.3d 611, 616 (7th Cir. 2011).

B. Timeliness

Defendants first argue that Plaintiffs’ claim must be dismissed as time barred. A defendant may appropriately raise timeliness in a Rule 12(b)(6) motion if “the allegations of the complaint itself set forth everything necessary to satisfy the affirmative defense.” *United States v. Lewis*, 411 F.3d 838, 842 (7th Cir. 2005).

Plaintiffs’ antitrust claim is subject to a four-year statute of limitations. 15 U.S.C. § 15b; *see also Zenith Radio Corp. v. Hazeltine Research, Inc.*, 401 U.S. 321, 338 (1971) (The basic rule is that damages are recoverable under the federal antitrust acts only if suit therefor is “commenced” within four years after the cause of action accrued) (quoting 15 U.S.C. § 15b). Generally, an antitrust cause of action “accrues”—

and the statute of limitations begins to run – “when a defendant commits an act that injures a plaintiff’s business.” *In re Copper Antitrust Litig.*, 436 F.3d 782, 789 (7th Cir. 2006). As in other areas of the law, however, absent “a contrary directive from Congress this rule is qualified by the discovery rule, which postpones the beginning of the limitations period from the date when the plaintiff is wronged to the date when he discovers he has been injured.” *Cada v. Baxter Healthcare Corp.*, 920 F.2d 446, 450 (7th Cir. 1990). Accrual occurs under the discovery rule “when the plaintiff discovers that ‘he has been injured and who caused the injury.’” *In re Copper Antitrust Litig.*, 436 F.3d at 789 (quoting *Barry Aviation, Inc. v. Land O’Lakes Mun. Airport Comm’n*, 377 F.3d 682, 688 (7th Cir. 2004)).

Plaintiffs allege that Defendants filed a series of sham patent infringement lawsuits, even though they knew their patents were invalid and unenforceable, and that they abused the patent and judicial systems to wrongfully maintain their monopoly in the casino automatic card shuffler market. More specifically, Plaintiffs allege that SHFL filed sham patent infringement lawsuits including, but not limited to: a November 17, 2009 lawsuit against TF; a September 14, 2012 lawsuit against TCS America; and an October 10, 2012 lawsuit against DigiDeal Corporation. [32] at ¶¶ 104, 120, 107, 139, 141.

Plaintiffs filed this lawsuit on March 15, 2019. Thus, none of the “sham” cases were filed within the 4-year statute of limitations look back period. *See id.* at ¶ 30. But Plaintiffs allege that they did not discover their injury – i.e., they did not realize

the lawsuits were “shams” and their cause of action did not accrue – until at least April of 2015, and possibly as late as March 8, 2019.

Indeed, Plaintiffs allege that, about a year into the SHFL/DigiDeal patent infringement litigation (ostensibly in 2013), DigiDeal and its business partner Shuffle Tech “began to realize that SHFL was improperly withholding critical prior art relating to another shuffler, the Luciano shuffler. *Id.* at ¶ 141. During the DigiDeal litigation, Shuffle Tech’s CEO, Richard Schultz, conducted an in-depth investigation into the history of SHFL’s patents and the prior art and discovered that the disks SHFL filed in certain patent applications had been mislabeled; Schultz ordered the disks from the PTO and, in late 2014, after reviewing the disks, realized SHFL had been hiding prior art from the PTO, and therefore, had been engaging in sham litigation against its competitors for years. *Id.* at ¶¶ 142–43. Armed with this new information, DigiDeal filed an antitrust complaint against SHFL on April 28, 2015. *Id.* at ¶ 143. Judgment entered in that case on August 7, 2018 and the case thereafter settled on December 24, 2018. *Id.* at ¶ 143.

The Plaintiffs allege that the DigiDeal verdict and subsequent settlement “caught the attention of TCS John Huxley and resulted in TCS reaching out to DigiDeal’s counsel to ask whether TCS may have suffered a similar kind of antitrust injury based on the infringement cases SHFL had filed against TF and TCS.” *Id.* at ¶ 144. Plaintiffs spoke to DigiDeal’s attorneys (Nixon & Vanderhye P.C. in Arlington, Virginia) on January 29, 2019, February 22, 2019, and March 8, 2019; and they allege that they learned for the first time on March 8, 2019 that the 2009 and 2012 lawsuits

against TF and TCS were based on patents Defendants knew had been fraudulently procured and were invalid and unenforceable. *Id.* at ¶ 119. Thus, Plaintiffs allege, they “did not discover” their antitrust injury, i.e., the facts establishing that Defendants’ 2009 and 2012 lawsuits against TF and TCS were sham litigations intended to unlawfully exclude Plaintiffs from the relevant market or that those litigations were based on patents known by Defendants to have been fraudulently procured, until March 8, 2019, when their representatives first met with counsel at N&V. *Id.* Prior to that meeting, Plaintiffs contend, TF and TCS were unaware that they had suffered any antitrust injury. Plaintiffs filed this lawsuit a week later, on March 15, 2019. *Id.* at ¶ 144.

On the record before it, the Court finds that dismissal under Rule 12(b)(6) based upon the applicable statute of limitations is improper. As a factual matter, the Court cannot say Plaintiffs’ antitrust claim necessarily falls outside the limitations period.

In support of their motion, Defendants rely on *Pace Industries, Incorporated v. Three Phoenix Company.*, 813 F.2d 234 (9th Cir. 1987). *See* [36] at 4, 6. Though not binding, *Pace* is instructive. There, two companies (Pace and Wabash) entered into a contract that included a restrictive covenant precluding Pace from competing with a third party (Three Phoenix) in the manufacture and sale of a product (single disc testing equipment). 813 F.2d at 235–36. Despite the restrictive covenant, Pace prepared to market the covered product, and Three Phoenix sued to enforce the contract. *Id.* at 236. When Three Phoenix filed that initial lawsuit, Pace moved to

dismiss the complaint, arguing that the asserted contractual provision violated the antitrust laws. *Id.* Pace won its motion in the trial court, lost on appeal, and then won in the Arizona Supreme Court, which ruled that the asserted contractual provision (the restrictive covenant) constituted a per se violation of the Sherman Act. *Id.* Four months after the Arizona Supreme Court ruled – and 5 years after Three Phoenix filed the original suit to enforce the restrictive covenant – Pace sued for treble damages under 15 U.S.C. § 15, alleging that the restrictive covenant violated the Sherman Act. *Id.* Three Phoenix moved for summary judgment based upon the expired statute of limitations, and the trial court agreed that the case was time barred. *Id.* at 236. The Ninth Circuit affirmed, holding that “where the alleged antitrust violation is the attempted enforcement of an illegal contract through judicial process, the initiation of judicial proceedings is the last overt act for purposes of the statute of limitations.” *Id.* at 237.

Here, Defendants argue that, consistent with *Pace*, the statute of limitations on TF’s antitrust claim began to run when Defendants (really their predecessor SHFL) sued TF in 2009; similarly, the statute of limitations began to run on the TCS Plaintiffs’ claim when SHFL sued TCS America in 2012. As a result, Defendants argue, the Plaintiffs’ claim is barred.

But this case is not *Pace*. That case involved an underlying lawsuit to enforce a contract that necessarily and obviously violated the antitrust laws on its face. Here, Defendants sued Plaintiffs for patent infringement, and asserting patent rights – though anticompetitive – does not by itself constitute an antitrust violation causing

antitrust injury. Rather, the assertion of patent rights implicates the antitrust laws only if the patent holder knows the patent is invalid or otherwise unenforceable and nonetheless uses it to gain or maintain a monopoly. *E.g., C.R. Bard, Inc. v. M3 Sys., Inc.*, 157 F.3d 1340, 1371 (Fed. Cir. 1998) (“to violate the antitrust law there must be an *improper* use of the patent right, ‘coupled with violations of § 2.’”) (emphasis added) (quoting *Walker Process Equip., Inc. v. Food Mach. & Chem. Corp.*, 382 U.S. 172, 177–78 (1965)). Although *Pace* instructs that the antitrust injury stemming from a *Walker Process* claim occurs when the lawsuit is filed (and that no further antitrust injury occurs after the fact), that can be true only if the alleged infringer knows (or has reason to know) the asserted patents were procured by fraud or otherwise invalid and unenforceable – that is, only if, with due diligence, the alleged infringer knew or should have known that the claim was not just a patent infringement claim, but also a *Walker Process* claim.³

Despite Defendants’ argument, the law does not mandate the absurd result in which Plaintiffs’ injury occurred before they even knew their adversary had violated the antitrust laws; and thus this Court rejects Defendants’ assertion that Plaintiffs’

³ See *Brunswick Corp. v. Riegel Textile Corp.*, 752 F.2d 261, 264–66 (7th Cir. 1984) (“Getting a patent by means of a fraud on the Patent Office can, but does not always, violate section 2 of the Sherman Act. A patent entitles the patentee to prevent others from making or selling the patented product..., and he may be able to use this legal right to restrict competition. But ‘may’ is not ‘does’; and for a patent fraud actually to create or threaten to create monopoly power, and hence violate section 2, three conditions must be satisfied besides proof that the defendant obtained a patent by fraud” – “the patent must dominate a real market”; “the invention sought to be patented must not be patentable”; and “the patent must have some colorable validity, conferred for example by the patentee’s efforts to enforce it by bringing patent-infringement suits. Indeed, some formulations of the antitrust offense of patent fraud make it seem that the offense is not the fraudulent procuring of a patent in circumstances that create monopoly power but the bringing of *groundless* suits for patent infringement.”) (emphasis added).

claim necessarily accrued when SHFL filed the underlying patent infringement lawsuits in 2009 and 2012. To hold otherwise would gut the discovery rule.

So when did Plaintiffs' claim accrue? On the record before it, the Court cannot make definitive findings on the issue. Although Plaintiffs contend that their cause of action accrued on March 8, 2019, their complaint includes allegations suggesting that they may have known something was amiss long before this date. For example, Plaintiffs allege that, in 2009, after reviewing SHFL's complaint, TF's counsel advised SHFL's counsel (on December 12, 2009), that he believed SHFL had failed to conduct a proper pre-filing investigation to confirm that the infringement allegations were valid. [32] at ¶ 120. Although SHFL responded that, in its view, its pre-filing investigation satisfied Rule 11, *id.* at ¶ 121, the fact remains that, as early as December 2009, TF may have had a factual and legal basis to conclude that the asserted patents were invalid and unenforceable, and thus TF knew or should have known that the infringement suit was groundless. The complaint, however, fails to explain the basis for counsel's assertion that SHFL failed to conduct a proper pre-filing investigation. Did counsel have reason to know when he challenged the complaint that the patents were procured by fraud or that the patents were invalid as anticipated by prior art, which SHFL had withheld? If so, Plaintiffs' cause of action may have accrued by that date. If, on the other hand, counsel's assertion stemmed from simple adversarial posturing, which would only seem prescient in hindsight, it may not have triggered the running of the statute of limitations.

TF's initiation of reexamination proceedings on the asserted '751 patent may also be significant to the timeliness analysis. For example, if TF initiated reexamination because it knew or had reason to know at that time that the patentee had fraudulently withheld prior art, its discovery rule arguments would fail. But the complaint's allegations do not explain why TF requested reexamination. As such, they allegations do not definitively show that Plaintiffs' claim had expired when they filed this case on March 15, 2019.

Having said that, the current record also undermines Plaintiffs' claim that its cause of action accrued on March 8, 2019. Given DigiDeal's antitrust lawsuit, in the exercise of due diligence, Plaintiffs should have been wondering about their antitrust injury long before they had a post-verdict conversation with DigiDeal's lawyers. Plaintiff's assertion of a March 8, 2019 accrual date appears to be as unreasonable as Defendants' assertion that the cause of action necessarily accrued when SHFL filed the underlying patent infringement lawsuits. For present purposes, the Court finds that it cannot say that Plaintiffs' claim definitively accrued before March 15, 2015. Accordingly, this Court will not to dismiss Plaintiffs' complaint as untimely.

C. The Effect of the 2010 Release

As noted above, Defendants' predecessor, SHFL, sued TF for patent infringement in 2009. The parties quickly settled, executing a settlement agreement in February 2010. *See* [32] at ¶ 105. The settlement agreement included a release, which Defendants say precludes the current claim. The release provides:

Except for each party's undertakings and obligations under this Agreement, each party hereby generally releases the other for all claims,

liabilities and damages of any kind that either has or may have against the other, as of the date of this Agreement, whether known or unknown, asserted or unasserted, or accrued or unaccrued.

[36-1] at 2, 4.⁴ Although the release, by its plain language, broadly covers unknown and unaccrued claims, it nonetheless releases only claims TF *had* as of February 22, 2010. And it is not clear on the current record that TF had an antitrust claim as of that date. Additionally, such a broadly worded release is valid only if it is knowing and voluntary, *see Wagner v. NutraSweet Co.*, 95 F.3d 527, 533 (7th Cir. 1996), and, taking Plaintiffs' allegations as true, this release was neither. *See* [32] at ¶¶ 105, 150. Thus, dismissal on this basis is not appropriate.

D. Antitrust Standing

Finally, Defendants argue that, because they are neither consumers nor competitors in the relevant market, the TCS Plaintiffs lack standing to assert an antitrust action against Defendants.⁵ Defendants made this same argument before Judge Kennelly in *Shuffle Tech Int'l v. Scientific Games Corp.*, No. 15 C 3702, 2015 WL 5934834, at *8–12 (N.D. Ill Oct. 12, 2015). Judge Kennelly rejected the argument, and this Court does as well.

⁴ This Court may consider the release because it is part of the settlement agreement referenced in Plaintiffs' complaint. *See Hecker v. Deere & Co.*, 556 F.3d 575, 582–83 (7th Cir. 2009) (A court normally may not consider extrinsic evidence without converting a motion to dismiss into one for summary judgment; but where a document is referenced in the complaint and central to plaintiff's claims, the court may consider it in ruling on the motion to dismiss.).

⁵ Antitrust standing, unlike Article III standing, is not a jurisdictional requirement; rather, antitrust standing asks which plaintiffs may bring the cause of action. *See McGarry & McGarry, LLC v. Bankr. Mgmt. Sols., Inc.*, 937 F.3d 1056, 1063 (7th Cir. 2019) (noting the distinction—and potential for confusion—between the two).

To have standing, an antitrust plaintiff must show “antitrust injury, which is to say injury of the type the antitrust laws were intended to prevent and that flows from that which makes defendants’ acts unlawful.” *Brunswick Corp. v. Pueblo Bowl-O-Mat, Inc.*, 429 U.S. 477, 487–88 (1977) (cited in *Shuffle Tech*, 2015 WL 5934834, at *9). *See also Greater Rockford Energy & Tech. Corp. v. Shell Oil Co.*, 998 F.2d 391, 395–96 (7th Cir. 1993) (To sue under the antitrust laws, a plaintiff must show both “antitrust injury and standing”; the former involves a causation requirement in order to define the class of potential plaintiffs eligible to bring suit—those ‘injured ... by anything forbidden in the antitrust laws’; the latter examines the connection between the asserted wrongdoing and the claimed injury to limit the class of potential plaintiffs to those who are in the best position to vindicate the antitrust infraction.”). “Antitrust standing . . . is primarily a matter of legal policy” and ultimately “involves a case-by-case analysis of ‘the plaintiff’s harm, the alleged wrongdoing by the defendants, and the relationship between them.’” *Greater Rockford Energy & Tech. Corp.*, 998 F.2d at 396 (quoting *Associated General Contractors, Inc. v. California State Council of Carpenters*, 459 U.S. 519, 535 (1983)).

Based upon the allegations of the complaint, assumed true for present purposes, Plaintiffs here, like Plaintiffs in *Shuffle Tech*, allege that Defendants’ fraud on the USPTO and subsequent patent enforcement actions constituted acts of monopolization intended to prevent them from participating in the casino shuffler market. That is enough to confer standing, not only on the inventor or the targeted invention, but on the licensed manufacturers as well. *See id.* at *10–11. Plaintiffs

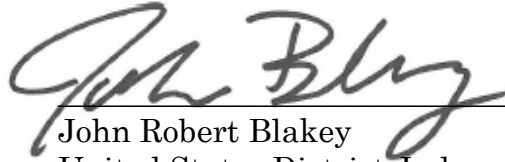
here, like Plaintiffs in *Shuffle Tech*, have alleged that they intended to enter the casino automatic shuffler market and were prepared to do so, but were snuffed out by Defendants' anticompetitive behavior. *Id.* at *12.

CONCLUSION

For the reasons explained above, the Court denies Defendants' motion to dismiss [35].

Dated: March 20, 2020

Entered:


John Robert Blakey
United States District Judge