IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SCHUYLKILL HEALTH SYSTEM, on behalf of itself and all others similarly situated, Plaintiff, v. CARDINAL HEALTH 200, LLC. and OWENS & MINOR DISTRIBUTION, INC. Defendants.	)	Civil Action No. 2:12-cv-07065-JS Hon. Juan R. Sánchez ORAL ARGUMENT REQUESTED

REPLY IN SUPPORT OF
DEFENDANTS' MOTION TO DISMISS PLAINTIFF'S COMPLAINT

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page

CASES

OTHER AUTHORITIES

INTRODUCTION

Plaintiff concedes it was not subject to the alleged contracting practices on which it bases its antitrust claims. Plaintiff therefore relies on a speculative theory of harm, that Defendants' bundled discounts, which it challenges, somehow raised prices on Sutures and Endo distribution services for customers who never contracted to buy other Med-Surg services from Defendants and never received the discount. But the theory is insufficient to establish standing. *First*, Plaintiff's (and other customers') choice not to take the discount illustrates that Defendants' customers were not in fact coerced into accepting the bundled discount for multiple Med-Surg products—undermining the central premise of Plaintiff's claims. *Second*, Plaintiff fails to explain how bundled discounts for some customers caused higher prices on Sutures and Endo services for *Plaintiff* (or other customers who chose to forgo the bundled discounts). Nor is that assertion plausible since Plaintiff admits that nothing kept it from purchasing Sutures and Endo from Suture Express at "lower distribution prices." (Compl. ¶ 35.) The gaps and contradictions in Plaintiff's theory preclude it from alleging injury at all, much less injury direct enough to have antitrust standing.

Plaintiff's claims require dismissal for additional, independent reasons. *First*, its conclusory allegations of conspiracy are implausible, particularly given its admissions that there are other competitors in the marketplace. *Second*, courts have repeatedly rejected Plaintiff's theory of shared monopoly. *Third*, Plaintiff's own allegations that it was free not to purchase Sutures and Endo services from Defendants preclude its tying and exclusive dealing claims.

Plaintiff's Complaint fails on multiple grounds and should be dismissed.

ARGUMENT

I. Plaintiff's Convoluted Injury Theory Cannot Support Antitrust Standing.

Because it does not allege that it was ever bound by the contract provisions challenged

here, Plaintiff is forced to rely on a theoretical and implausible claim of injury. Not only is its theory directly inconsistent with its other allegations, but it is far too speculative to satisfy the requirements for antitrust standing. *See Ethypharm S.A. France v. Abbott Labs.*, 707 F.3d 223, 232–33 (3d Cir. 2013) (discussing *Assoc. Gen. Contractors of Cal., Inc. v. Cal. State Council of Carpenters* ("*AGC*"), 459 U.S. 519, 537–46 (1983)); *see also Martorano v. PP & L Energy Plus, LLC*, 334 F. Supp. 2d 796, 801–02 (E.D. Pa. 2004) (dismissing where *AGC* factors absent).

Defendants demonstrated in their opening brief that Plaintiff lacks standing because it does not allege that it was subject to the contracting practices it challenges. Thus, it always had the option of purchasing from Suture Express or any other distributors. Defendants also showed why Plaintiff's alternative theory of harm was too contradictory and speculative to be viable.

In response, Plaintiff presented an equally tortured theory of injury. Plaintiff asserts that by offering the Med-Surg discounts, Defendants foreclosed rivals from competing for any customer who wants the Med-Surg discount, and thus Defendants avoided the need to compete for Sutures and Endo services on price.[1] (Resp. at 5–6.) This, Plaintiff alleges, caused some generalized injury felt by "all market participants, whether or not their own contracts included anticompetitive terms." (*Id.* at 9.) This theory ignores the fact that conceded competitors like Suture Express and Medline can, and do, compete with Defendants on price, service, and other aspects of Sutures and Endo distribution. (Compl. ¶¶ 32, 81.) That is particularly true for customers like Plaintiff, who apparently have declined the Med-Surg discount. (*See id.* ¶ 5.) Thus, the "vigorous competition" for Sutures and Endo services that Plaintiff alleges would exist but for Defendants' Med-Surg discounts (Resp. at 6) in fact exists today and sets the prices Plaintiff pays. Indeed, a central predicate of Plaintiff's claims is that Suture Express competes

[1] Whether the pricing is labeled as discounts or penalties is immaterial for current purposes because Plaintiff admits that it contracted for neither.

by using lower pricing. (Compl. ¶¶ 35, 51.) And because Plaintiff was free to buy from Suture Express, Plaintiff's claim that it nonetheless would have bought from one or both of the Defendants at supracompetitive prices defies logic and renders its injury claim implausible.[2]

Plaintiff wrongly claims that three class certification cases hold that buyers always have standing to pursue bundling claims even if they did not buy the bundle. (Resp. at 9–10.) No such rule exists, and the cited cases are inapposite because they present theories of injury both different and far more direct than Plaintiff's theory here. In *Bradburn Parent/Teacher Store, Inc. v. 3M*, No. 02-7676, 2004 U.S. Dist. LEXIS 16193, *44–45 (E.D. Pa. Aug. 17, 2004), and *In re Hypodermic Prod. Antitrust Litig.*, No. 2:05-cv-01602, Op. at 2–3 (D.N.J. Nov. 16, 2012), each defendant allegedly used its monopoly power to raise prices on the defendant's own products. In *Natchitoches Parish Hosp. Serv., Dist. v. Tyco Int'l*, 262 F.R.D. 58, 66, 70 (D. Mass. 2008), a defendant with market power allegedly used exclusionary contracts to foreclose rivals from selling the same product, allowing it to raise prices for everyone—another straightforward theory. These theories simply show the speculative and illogical nature of Plaintiff's theory.[3]

II. Plaintiff Also Has Failed to Allege Antitrust Injury.

Plaintiff does not dispute that every private antitrust plaintiff must show that it has suffered an antitrust injury. *See Bradburn Parent/Teacher Store*, 2003 U.S. Dist. LEXIS 13273,

[2] Referencing a speech and an article, but no case law, Plaintiff incorrectly suggests that all contracts that reference rivals ("CRRs"), such as those here, are anticompetitive. (Resp. at 6–7.) But both say just the opposite. Fiona Scott-Morton, *Contracts That Reference Rivals*, Speech at Georgetown Univ. Law Center 1 (Apr. 5, 2012) (transcript available at http://www.justice.gov/atr/public/speeches/281965.pdf) ("[T]he type of contracts I discuss [CRRs] can be pro-competitive or anti-competitive."); Einer Elhauge, *Tying, Bundled Discounts, and the Death of the Single Monopoly Profit Theory*, 123 Harv. L. Rev. 397, 451 (2009) (proposing an analysis to determine whether bundled prices are pro- or anticompetitive).

[3] Plaintiff's suggestion that it could rectify its standing problem by joining "one or more additional direct purchasers that would satisfy this criterion" (Resp. at 11 n.12) is wrong. *See Paradise Creations, Inc. v. UV Sales, Inc.*, 315 F.3d 1304, 1307 (Fed. Cir. 2003) ("subsequent attempts to 'fix' deficient standing by adding additional plaintiffs are futile"); *Summit Office Park, Inc. v. U.S. Steel Corp.*, 639 F.2d 1278, 1282 (5th Cir. 1981) (same).

at *9–10 (E.D. Pa. July 25, 2003) (requiring showing of antitrust injury from customer after successful case brought by competitor). Yet it pleads no plausible factual allegations that it paid higher prices as a result of the alleged conduct. As a buyer of Defendants' Sutures and Endo services both before and after the challenged conduct began, Plaintiff certainly could have pled concrete facts supporting its assertion that prices have increased as a result of Defendants' conduct, if that were true. But nowhere does Plaintiff allege such facts. Rather, Plaintiff alleges only the conclusion that it was "overcharged" as a result of the alleged scheme. (Compl. ¶ 98.) A complaint relying on conclusions instead of making plausible allegations based on facts within the plaintiff's possession must be dismissed. *See Ranke v. Sanofi-Synthelabo Inc.*, 436 F.3d 197, 204 (3d Cir. 2006) (affirming dismissal where plaintiff did not allege facts it was "well-positioned" to know); *see also Ashcroft v. Iqbal*, 556 U.S. 662, 664 (2009) (conclusory allegations are "not entitled to be assumed true"). Once this conclusory assertion is set aside, as it must be under *Iqbal*, Plaintiff has not alleged injury of any kind, much less antitrust injury.

III. Plaintiff Has Not Pled Facts Sufficient To Allege Conspiracy.

The District of Kansas dismissed conspiracy claims like Plaintiff's in *Suture Express v. Cardinal Health 200, LLC*, Case No. 2:12-cv-2760-RDR, 2013 U.S. Dist. LEXIS 109235 (D. Kan. Aug. 1, 2013). In an attempt to avoid an identical result, Plaintiff asserts that its conspiracy theory rests on "unique allegations." (Resp. at 19.) But these consist of a few impermissible legal conclusions and a list of trade association meetings. Such allegations fail to state a claim of an antitrust conspiracy under Third Circuit authority.

First, Plaintiff attempts to rely on its assertions of high barriers to entry, claiming that Suture Express never pled such barriers. But Suture Express did, and the court rejected them as too conclusory to survive. *See Suture Express*, Case No. 2:12-cv-2760 (D. Kan.), Dkt. 19 ¶¶ 29, 49, 58 ("Suture Express Compl."). In a leap of logic, Plaintiff then asserts that the allegation of

high barriers to entry proves a "motive to conspire." (Resp. at 20.) This disconnect does not assist Plaintiff's conspiracy theory—*see Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007) (requiring plausible, not merely conceivable, claims)—and motive alone is insufficient to allege conspiracy. *See Burtch v. Milberg Factors, Inc.*, 662 F.3d 212, 229 (3d Cir. 2011) ("motive to increase prices . . . without a scintilla of evidence of concerted, collusive conduct . . . does not on its own constitute evidence of a plus factor").

Next, Plaintiff touts its barebones conclusion—the same one pled by Suture Express (Suture Express Compl. ¶52)—that Defendants are acting against interest by adopting similar discounting policies. (Resp. at 21.) But the District of Kansas rejected this same theory:

> Plaintiff, however, does not explain why it would be more lucrative for defendant O&M to challenge defendant Cardinal instead of taking the approach that O&M allegedly has taken. Other courts have observed that "in a highly concentrated market, any single firm's price and output decisions will have a noticeable impact on the market and on its rivals such that when any firm in that market is deciding on a course of action, any rational decision must take into account the anticipated reaction of the other firms." . . . Thus, conscious parallelism is not uncommon or unlawful in certain circumstances.

Suture Express, 2013 U.S. Dist. LEXIS 109235, at *28–29 (citations omitted). Plaintiff ignores this legal analysis, urging this Court instead to rely on Plaintiff's mistaken interpretation of game theory.[4] And even if the Court could somehow credit the theory, it is still insufficient. The Third

[4] The "prisoner's dilemma" game that Plaintiff asks this Court to play defeats its claim. *See* http://en.wikipedia.org/wiki/Prisoner%27s_dilemma. In a one-time game, the optimum strategy is to cheat rather than cooperate. *Id.* But "[i]n an infinite or unknown length game there is no fixed optimum strategy." *Id.* Here, with ongoing businesses, Defendants know that the "game" will be repeated numerous times and thus have incentives to act in parallel, without collusion, maximizing their collective portion of the economic pie. The very articles Plaintiff cites recognize this. *See* John Shepard Wiley Jr., *Reciprocal Altruism As A Felony: Antitrust and the Prisoner's Dilemma*, 86 Mich. L. Rev. 1906, 1922 (1988) (calling the "key implication" that "short-run and long-run rationality differed radically—with [tacit] cooperation supplanting the logic of competition in the long run"); Christopher R. Leslie, *Trust, Distrust, and Antitrust*, 82 Tex. L. Rev. 515, 528 (2004) (recognizing that long-run interests of players in a concentrated market differ from their short-run interests). Moreover, Plaintiff's prisoner's dilemma is predicated upon a market with only two participants, meaning each party must base its decision

Circuit has held that attempts to plead conspiracy based on motive to conspire and action contrary to self-interest are "not especially helpful" in cases where parallel action by competitors occurs in an allegedly concentrated market. *Superior Offshore Intern., Inc. v. Bristow Group, Inc.*, 490 Fed. Appx. 492, 499 (3d Cir. 2012) (allegations of acts against self-interest that show "interdependent" behavior or "conscious parallelism" between competitors in a concentrated market "legally insufficient" to show conspiracy); *see also In re Flat Glass Antitrust Litig.*, 385 F.3d 350, 360 (3d Cir. 2004) ("Conspiratorial motivation and acts against self-interest often do no more than restate interdependence." (internal quotations omitted)).

Finally, Plaintiff's listing of dates and locations of trade association meetings does not raise an inference of conspiracy. *See In re Processed Egg Prods. Antitrust Litig.*, 821 F. Supp. 2d 709, 722 (E.D. Pa. 2011) ("participation in a trade group association and/or attending trade group meetings, even those meetings where key facets of the conspiracy allegedly were adopted or advanced, are not enough on their own to give rise to the inference of agreement to the conspiracy."). *TruePosition, Inc. v. LM Ericsson Tel. Co.*, Civ. No. 11-4574, 2012 U.S. Dist. LEXIS 117744 (E.D. Pa. Aug. 21, 2012), which Plaintiff misstates, illustrates the deficiency of Plaintiff's allegations. (Resp. at 19 n.25, 22.) In *TruePosition,* the plaintiff pled far more than just dates and locations of meetings. Warranting discussion for over half of the opinion, the plaintiff alleged specific presentations given, people involved, meeting topics, historical context, and more. 2012 U.S. Dist. LEXIS 117744, at *19–62. Here, Plaintiff's mere recitation of trade association meeting dates falls well short of that level of specificity and materiality. (Compl.

---

only on its belief of how the other party will react. The Complaint refers to more than two players in the Med-Surg services market, making this exercise in game theory irrelevant. *See* Compl. ¶¶ 16, 17 (alleging Defendants' market shares are less than 40% each); *id.* ¶ 32 (noting Suture Express's presence in the market); *id.* ¶ 81 (discussing presence of Medline, a national distributor, and regional and local distributors).

¶¶ 69–76.) Indeed, Plaintiff does not even allege that Defendants actually attended meetings at the same time or were scheduled to discuss pricing at the meetings. *See id.*

IV. Each of Plaintiff's Other Claims Fails For Additional Reasons.

A. Plaintiff's Allegations Preclude Its Claims Of Monopolization.

Because its alleged individual market shares for Cardinal and Owens & Minor are insufficient to support a monopolization claim,[5] Plaintiff is forced to rely on alternate theories. First, Plaintiff essentially concedes that its Section 2 claims depend on a finding of horizontal conspiracy. (Resp. at 23–25.) As discussed above, however, Plaintiff fails to plead a conspiracy. Thus, its monopolization claims must be dismissed. *See Howard Hess Dental Labs. Inc. v. Dentsply Int'l, Inc.*, 602 F.3d 237, 254 (3d Cir. 2010) (Section 1 and 2 conspiracy claims both "turn on whether the [plaintiffs] have adequately alleged an agreement among [defendants]").[6]

Plaintiff next urges the Court to be the first in this Circuit to recognize a theory of shared monopoly, citing as support only a panel discussion and a law review article. (Resp. at 25 n.28.)

---

[5] *See, e.g.*, *Fineman v. Armstrong World Indus., Inc.*, 980 F.2d 171, 201 (3d Cir. 1992) ("As a matter of law, absent other relevant factors, a 55 percent market share will not prove the existence of monopoly power."); *Ideal Dairy Farms, Inc. v. John Labatt, Ltd.*, 90 F.3d 737, 749 (3d Cir. 1996) (47 percent market share insufficient to prove monopoly power).

[6] No case cited in footnote 27 of Plaintiff's brief stands for the proposition that a conspiracy to monopolize "can be aimed at concentrating monopoly power in multiple entities." While Plaintiff cites to *Marian Bank v. Elec. Payment Servs., Inc.*, No. 95-614-SLR, 1997 WL 367332 (D. Del. Feb. 5, 1997), the quoted language comes from the court's summary of Marian Bank's allegations, not from any holding. There is no ruling or discussion about whether joint monopolization is a viable theory. Similarly, all the cited cases except one are inapposite because in each case one of the defendants sought to confer a monopoly on a single defendant. *See id*. at *4. That economically rational theory can be juxtaposed against the allegations here, where Defendants are rivals and would *not* have conspired to strengthen the other at its own expense. *See also Carpet Grp. Int'l v. Oriental Rug Imps. Ass'n, Inc.*, 256 F. Supp. 2d 249, 259 (D.N.J. 2003) (defendants were import association, importer/wholesaler members and/or their employees); *Mass Sch. of Law at Andover, Inc. v. Am. Bar Ass'n*, 855 F. Supp. 108, 109–11 (E.D. Pa. 1994) (ABA, law schools, LSAT providers, employer trade association, and individual employees each had business interest in primacy of ABA standard setting, with which none competed). And *Boyer v. LeHigh Valley Hosp. Ctr., Inc.*, No. 89-7315, 1990 U.S. Dist. LEXIS 8221 (E.D. Pa. June 29, 1990), is an irrelevant pre-*Twombly* case in which the Court admitted the weakness of the conspiracy claims at issue, labelling them "inartfully drafted." *Id.* at *15–16.

As shown before, and as the Kansas District Court found, courts have resoundingly rejected the shared monopoly theory. (Mem. at 10–12; *see also H.L. Hayden Co. of N.Y. Inc. v. Siemens Med. Sys., Inc.,* 879 F.2d 1005, 1018 (2d Cir. 1989) ("market shares of [defendants] could not be aggregated to establish an attempt to monopolize"), cited with approval by *ID Sec. Sys. Can., Inc. v. Checkpoint Sys., Inc*., 249 F. Supp. 2d 622, 649 (E.D. Pa. 2003), *vacated in part on other grounds by* 268 F. Supp. 2d 448 (E.D. Pa. 2003)). There is no sound basis to deviate here.

B. Plaintiff Has Not Adequately Pled Its Tying Claim.

Plaintiff's tying claim fails for multiple reasons. *First*, Plaintiff fails to allege that it was ever subject to the purported tie-in. Plaintiff attempts to wave this fact away as some hyper-technicality (Resp. at 13 ("Defendants attempt to distinguish the Kansas decision on standing grounds")), but the constitutional requirement that a plaintiff may only sue for its own injuries, not others', is well established. *AGC*, 459 U.S. at 529, 539.

Second, Plaintiff's failure to allege that it was ever required to buy anything from either Defendant also precludes any showing of coercion, a necessary element of the tying claim. This renders irrelevant Plaintiff's claim that economic incentives can sometimes amount to coercion. Plaintiff is living proof that Defendants' discounts do not in fact force customers to purchase anything, and therefore have *no* coercive effect (economic or otherwise). (Mem. at 21–22.)

Third, Plaintiff concedes that market power in the alleged tying market (here, the Med-Surg market) is required at least for a *per se* tying claim. (Resp. at 15.) Recognizing that Defendants' market shares are too low to show market power, Plaintiff argues instead that Defendants' bundling practices confer market power by excluding a competitor. (*Id.* at 16.) Plaintiff attempts to rely on *Eastman Kodak Co. v. Image Tech. Servs., Inc.*, 504 U.S. 451 (1992), to assert that evidence showing that prices increased and a competitor was driven out demonstrates market power (Resp. at 16), but that case in inapposite here, where Plaintiff alleges

the opposite on both points: (1) it asserts that Defendants have driven pricing *down* below their rivals' costs (Compl. ¶¶ 85, 91), and, (2) it concedes that competitors have been able to enter and remain in the alleged market. (*See, e.g.*, *id.* ¶¶ 32, 43, 81.) Thus, *Kodak* does not apply.

C. Plaintiff Has Not Pled Essential Elements Of Its Exclusive Dealing Claim.

Acknowledging that Defendants' contracts do not require customers to purchase exclusively from them, but rather simply offer a discount in exchange for a volume commitment, Plaintiff argues instead that they could nonetheless constitute exclusive dealing if customers cannot reject the discount. (Resp. at 17.) But Plaintiff concedes that *it* was not required—expressly or practically—to purchase from either (or both) Defendant(s) exclusively. This fact precludes proof of its argument.

As Defendants showed in their opening brief, Plaintiff has not made plausible factual allegations of foreclosure of the alleged Sutures and Endo services market by either Defendant. (Mem. at 23–25.) Ignoring the Court's substantiality analysis in *Tampa Electric Co. v. Nashville Coal Co.*, 365 U.S. 320, 327 (1961), Plaintiff asserts that "proper foreclosure analysis" requires that Defendants' market shares be combined to determine whether a substantial portion of the market is foreclosed, but cites no case law. (Resp. at 18 n.23.) Plaintiff also misstates the decision in the almost 40 year old case, *Am. Motor Inns, v. Holiday Inns, Inc.*, 521 F.2d 1230, 1252 (3d Cir. 1975), claiming that it held that 14.7% foreclosure was sufficient for finding anticompetitive conduct. But the court there noted that the defendant was the largest hotel chain in the country—three times as large as its nearest competitors—and, "[*i*]*n view of those factors,*" foreclosure of 14.7 percent could be a violation. *Id.* (emphasis added). Here, Plaintiff alleges that Cardinal has just 33 percent of the alleged market and O&M slightly more. (Compl. ¶ 16.) Neither Defendant here has the degree of market power held by Holiday Inn there, so the foreclosure analysis in that case in inapposite here. Moreover, because any customer subject to

either of Defendant's discount agreements "could choose at any time to forego the discount offered by [that Defendant] and purchase from a . . . competitor," the chance that the contract forecloses competition is greatly reduced. *Allied Orthopedic Appliances Inc. v. Tyco Health Care Group LP*, 592 F.3d 991, 997 (9th Cir. 2010) (citing *Omega Environmental, Inc. v. Gilbarco, Inc.*, 127 F.3d 1157, 1163–64 (9th Cir. 1997)). Because customers can choose whether to take the discount, there is no foreclosure.

D. Defendants Have Shown Why Plaintiff's Second Cause Of Action Fails.

Plaintiff incorrectly asserts that Defendants' sole challenge to Plaintiff's second cause of action is that Plaintiff has no standing for that claim. While Plaintiff does indeed lack standing, Defendants also showed that Plaintiff failed to plead additional required elements of the Second Cause of Action (which it characterizes as its "bundling claim").

Unlawful "bundling" is simply one means by which a monopolist may unlawfully obtain or maintain monopoly power to support Plaintiff's Section 2 claims. *See LePage's, Inc. v. 3M*, 324 F.3d 141, 146–47 (3d Cir. 2003) (explaining that the "sole remaining question" was whether 3M took unlawful steps to maintain monopoly power, which steps plaintiffs alleged were bundling). And in the Third Circuit, a bundling claim requires a showing that the defendant has "used its monopoly" in a product to "squeeze out" competitors. *Id.* at 157. But Plaintiff's allegations preclude any conclusion that either Defendant has a monopoly or that Defendants' agreements have squeezed out any competitor. (Mem. at 10–13.) Further, because Plaintiff can buy Sutures and Endo services from any supplier, Defendants have shown that their agreements do not foreclose competition. (*Id.* at 23–24.) Claim II thus fails.

CONCLUSION

For the foregoing reasons, Defendants Cardinal Health 200, LLC and Owens & Minor Distribution, Inc. request that this Court dismiss Plaintiff's Complaint in its entirety.

DATED: March 3, 2014

Respectfully submitted,

Attorneys for Cardinal Health 200, LLC

/s/ Paula W. Render

Michael Sennett*
Paula W. Render*
Kevin P. Fitzgerald*
JONES DAY
77 West Wacker Dr.
Chicago, IL 60601-1691
Telephone: (312) 782-3939
Fax: (312) 782-8585
msennett@jonesday.com
prender@jonesday.com
kpfitzgerald@jonesday.com

Michelle K. Fischer*
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114 1190
Telephone: (216) 586-7096
Fax: (216) 579-0212
mfischer@jonesday.com

**Admitted pro hac vice*

Samuel W. Silver (No. 56596)
Sara A. Aliabadi (No. 201387)
SCHNADER HARRISON SEGAL & LEWIS LLP
1600 Market Street
Suite 3600
Philadelphia, PA 19103
Telephone: (215) 751-2309
Fax: (215) 751-2205
ssilver@schnader.com
saliabadi@schnader.com

Attorneys for Owens & Minor Distribution, Inc.

/s/ Steven E. Bizar

Steven E. Bizar (No. 68316)
Landon Y. Jones (No. 93878)
BUCHANAN INGERSOLL & ROONEY PC
Two Liberty Place, Suite 3200
50 South 16th Street
Philadelphia, PA 19102
Telephone: (215) 665-8700
Fax: (215) 665-8760
steven.bizar@bipc.com
landon.jones@bipc.com

John S. Gibson*
CROWELL & MORING LLP
3 Park Plaza, 20th Floor
Irvine, CA 92614
Telephone: (949) 798-1330
Facsimile: (949) 263-8414
jgibson@crowell.com

Shari Ross Lahlou*
Elisa F. Kantor*
CROWELL & MORING LLP
1001 Pennsylvania Avenue, NW
Washington, DC 20004
Telephone: (202) 624-2500
Fax: (202) 624-5116
slahlou@crowell.com
ekantor@crowell.com

**Admitted pro hac vice*