UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA and STATE OF MICHIGAN, *Plaintiffs*, v. HILLSDALE COMMUNITY HEALTH CENTER, W.A. FOOTE MEMORIAL HOSPITAL, D/B/A ALLEGIANCE HEALTH, COMMUNITY HEALTH CENTER OF BRANCH COUNTY, and PROMEDICA HEATLH SYSTEM, INC., *Defendants.*	Case No.: 2:15-cv-12311 Hon. Judith E. Levy

COMPETITIVE IMPACT STATEMENT

Plaintiff United States of America, pursuant to Section 2(b) of the Antitrust Procedures and Penalties Act ("APPA" or "Tunney Act"), 15 U.S.C. § 16(b)–(h), files this Competitive Impact Statement relating to the proposed Final Judgment submitted for entry in this civil antitrust proceeding.

I. NATURE AND PURPOSE OF THE PROCEEDING

On June 25, 2015, the United States and the State of Michigan filed a civil antitrust Complaint alleging that Defendants Hillsdale Community Health Center

("Hillsdale"), W.A. Foote Memorial Hospital, d/b/a Allegiance Health ("Allegiance"), Community Health Center of Branch County ("Branch"), and ProMedica Health System, Inc. ("ProMedica") violated Section 1 of the Sherman Act, 15 U.S.C. § 1, and Section 2 of the Michigan Antitrust Reform Act, MCL 445.772. The Complaint alleges that Hillsdale agreed with its closest Michigan competitors to unlawfully allocate territories for the marketing of competing healthcare services and to limit competition between them. Specifically, according to the Complaint, Hillsdale entered into agreements with Allegiance, Branch, and ProMedica to limit marketing of competing healthcare services. The agreements eliminated a significant form of competition to attract patients and overall substantially diminished competition in south-central Michigan. Defendants' agreements to allocate territories for marketing are *per se* illegal under Section 1 of the Sherman Act, 15 U.S.C. § 1, and Section 2 of the Michigan Antitrust Reform Act, MCL 445.772.

With the Complaint, the United States and the State of Michigan filed a Stipulation and proposed Final Judgment with respect to Hillsdale, Branch, and ProMedica (collectively "Settling Defendants"). The proposed Final Judgment, as explained more fully below, enjoins Settling Defendants from (1) agreeing with any healthcare provider to prohibit or limit marketing or to allocate geographic markets or territories, and (2) communicating with any other Defendant about any

Defendant's marketing in its or the other Defendant's county, subject to narrow exceptions.

The United States, the State of Michigan, and the Settling Defendants have stipulated that the proposed Final Judgment may be entered after compliance with the APPA, unless the United States and the State of Michigan withdraw their consent. Entry of the proposed Final Judgment would terminate this action with respect to Settling Defendants, except that this Court would retain jurisdiction to construe, modify, and enforce the proposed Final Judgment and to punish violations thereof. The case against Allegiance will continue.

II. DESCRIPTION OF THE EVENTS GIVING RISE TO THE ALLEGED VIOLATIONS

A. Background on the Defendants and their Marketing Activities

Allegiance, Branch, Hillsdale, and ProMedica's Bixby and Herrick Hospitals are general acute-care hospitals in adjacent counties in south-central Michigan. Defendants are the only hospital or hospitals in their respective counties. Hillsdale directly competes with each of the other Defendants to provide many of the same hospital and physician services to patients.

An important tool that hospitals use to compete for patients is marketing aimed at informing patients, physicians, and employers about a hospital's quality and scope of services. Defendants' marketing includes advertisements through mailings and media, such as local newspapers, radio, television, and billboards.

Allegiance's marketing efforts have also included the provision of free medical services, such as health screenings, physician seminars, and health fairs. Some Defendants also market to physicians through educational and relationship-building meetings that provide physicians with information about Defendants' quality and range of services. Allegiance also engages in these marketing meetings with employers.

B. Defendants' Unlawful Agreements to Limit Marketing

Allegiance, Branch, and ProMedica's Bixby and Herrick Hospitals are Hillsdale's closest Michigan competitors. Hillsdale orchestrated agreements with each to limit marketing of competing healthcare services. Defendants' senior executives created and enforced these agreements, which have lasted for many years.

1. Unlawful Agreement Between Hillsdale and Allegiance

Since at least 2009, Hillsdale and Allegiance have had an agreement that limits Allegiance's marketing for competing services in Hillsdale County. As Allegiance explained in a 2013 oncology marketing plan: "[A]n agreement exists with the CEO of Hillsdale Community Health Center . . . to not conduct marketing activity in Hillsdale County." In compliance with this agreement, which Allegiance executives acknowledge in numerous documents, Allegiance has excluded Hillsdale County from marketing campaigns since at least 2009.

Allegiance has on occasion apologized to Hillsdale for violating the agreement and assured Hillsdale that Allegiance would honor the previously agreed upon agreement going forward. And Allegiance has avoided giving free health benefits, such as physician seminars and health screenings, to residents of Hillsdale County because of the agreement. For example, Allegiance discouraged one of its newly employed physicians from giving a seminar relating to competing services in Hillsdale County. This unlawful agreement between Hillsdale and Allegiance has deprived Hillsdale County patients, physicians, and employers of information regarding their healthcare provider choices and of free health screenings and education.

2. Unlawful Agreement Between Hillsdale and ProMedica

Since at least 2012, Hillsdale and ProMedica have agreed to limit their marketing for competing services in one another's county. As one ProMedica communications specialist described: "The agreement is that they stay our [sic] of our market and we stay out of theirs unless we decide to collaborate with them on a particular project." This agreement has restrained the hospitals' marketing in each other's county. For example, in June 2012, Hillsdale's CEO refused to allow ProMedica to market competing oncology services in Hillsdale County. This unlawful agreement between Hillsdale and ProMedica deprived patients,

physicians, and employers of Hillsdale and Lenawee Counties of information regarding their healthcare provider choices.

3. Unlawful Agreement Between Hillsdale and Branch

Since at least 1999, Hillsdale and Branch have agreed to limit their marketing for competing services in one another's county. In the fall of 1999, Hillsdale's then-CEO and Branch's CEO reached an agreement whereby each hospital agreed not to market anything but new services in the other hospital's county. Branch's CEO testified recently in deposition that "[t]here's a gentlemen's agreement not to market services other than new services." Branch has monitored Hillsdale's compliance with the agreement and directed its marketing employees to abide by the agreement. This unlawful agreement between Hillsdale and Branch deprived Hillsdale and Branch County patients, physicians, and employers of information regarding their healthcare provider choices.

4. Defendants' Marketing Agreements Are Per Se Illegal

Defendants' agreements have disrupted the competitive process and harmed patients, physicians, and employers. For instance, the agreements have deprived patients, physicians, and employers of information they otherwise would have had when making important healthcare decisions. Another impact of the agreement between Allegiance and Hillsdale was to deprive Hillsdale County patients of free medical services such as health screenings and physician seminars that they would

have received but for the unlawful agreement. Moreover, Allegiance's agreement with Hillsdale denied Hillsdale County employers the opportunity to receive information and to develop relationships that could have allowed them to improve the quality of their employees' medical care.

Defendants' anticompetitive agreements are not reasonably necessary to further any procompetitive purpose. Each of the agreements among the Defendants allocates territories for marketing and constitutes a naked restraint of trade that is *per se* unlawful under Section 1 of the Sherman Act, 15 U.S.C. § 1, and Section 2 of the Michigan Antitrust Reform Act, MCL 445.772. *See United States v. Topco Assocs., Inc.*, 405 U.S. 596, 607-08 (1972) (holding that naked market allocation agreements among horizontal competitors are plainly anticompetitive and illegal per se); *United States v. Cooperative Theatres of Ohio*, Inc., 845 F.2d 1367, 1371, 1373 (6th Cir. 1988) (holding that the defendants' agreement to not "*actively* solicit[] each other's customers" was "undeniably a type of customer allocation scheme which courts have often condemned in the past as a *per se* violation of the Sherman Act"); *Blackburn v. Sweeney*, 53 F.3d 825, 828 (7th Cir. 1995) (holding that the "[a]greement to limit advertising to different geographical regions was intended to be, and sufficiently approximates[,] an agreement to allocate markets so that the *per se* rule of illegality applies").

III. EXPLANATION OF THE PROPOSED FINAL JUDGMENT

The proposed Final Judgment will prevent the continuation and recurrence of the violations alleged in the Complaint and restore the competition restrained by Settling Defendants' anticompetitive agreements. Section X of the proposed Final Judgment provides that these provisions will expire five years after its entry.

A. Prohibited Conduct

Under Section IV of the proposed Final Judgment, Settling Defendants cannot agree with any healthcare provider to prohibit or limit marketing or to allocate geographic markets or territories. Settling Defendants are also prohibited from communicating with any other Defendant about any Defendant's marketing in its or the other Defendant's county, subject to narrow exceptions. There is an exception for communication about joint marketing if the communication is related to the joint provision of services, *i.e.*, any past, present, or future coordinated delivery of any healthcare services by two or more healthcare providers. There is another exception for communications about marketing that are part of customary due diligence relating to a merger, acquisition, joint venture, investment, or divestiture.

B. Compliance and Inspection

The proposed Final Judgment sets forth various provisions to ensure Defendants' compliance with the proposed Final Judgment. Section V of the

proposed Final Judgment requires each Settling Defendant to appoint an Antitrust Compliance Officer within 30 days of the Final Judgment's entry. The Antitrust Compliance Officer must furnish copies of this Competitive Impact Statement, the Final Judgment, and a notice explaining the obligations of the Final Judgment to each Settling Defendant's officers, directors, and marketing managers at the level of director and above. The Antitrust Compliance Officer must also obtain from each recipient a certification that he or she has read and agreed to abide by the terms of the Final Judgment, and must maintain a record of all certifications received. Additionally, each Antitrust Compliance Officer shall annually brief each person receiving a copy of the Final Judgment and this Competitive Impact Statement on the meaning and requirements of the Final Judgment and the antitrust laws.

For a period of five years following the date of entry of the Final Judgment, the Settling Defendants separately must certify annually to the United States that they have complied with the provisions of the Final Judgment. Additionally, upon learning of any violation or potential violation of the terms and conditions of the Final Judgment, Settling Defendants must within thirty days file with the United States a statement describing the violation, and must promptly take action to terminate it.

To facilitate monitoring of the Settling Defendants' compliance with the Final Judgment, Section VII of the proposed Final Judgment requires each Settling Defendant to grant the United States or the State of Michigan access, upon reasonable notice, to Settling Defendant's records and documents relating to matters contained in the Final Judgment. Settling Defendants must also make their employees available for interviews or depositions and answer interrogatories and prepare written reports relating to matters contained in the Final Judgment upon request.

C. Settling Defendants' Cooperation

Section VI of the proposed Final Judgment provides that Settling Defendants must cooperate fully and truthfully with the United States and the State of Michigan in any investigation or litigation alleging that Defendants unlawfully agreed to restrict marketing in violation of Section 1 of the Sherman Act, as amended, 15 U.S.C. § 1, or Section 2 of the Michigan Antitrust Reform Act, MCL 445.772. Such cooperation includes, but is not limited to, producing documents, making officers, directors, employees, and agents available for interviews, and testifying at trial and other judicial proceedings fully, truthfully, and under oath.

IV. REMEDIES AVAILABLE TO POTENTIAL PRIVATE LITIGANTS

Section 4 of the Clayton Act, 15 U.S.C. § 15, provides that any person who has been injured as a result of conduct prohibited by the antitrust laws may bring

suit in federal court to recover three times the damages the person has suffered, as well as costs and reasonable attorneys' fees. Entry of the proposed Final Judgment will neither impair nor assist the bringing of any private antitrust damage action. Under the provisions of Section 5(a) of the Clayton Act, 15 U.S.C. § 16(a), the proposed Final Judgment has no *prima facie* effect in any subsequent private lawsuit that may be brought against the Settling Defendants.

V. PROCEDURES AVAILABLE FOR MODIFICATION OF THE PROPOSED FINAL JUDGMENT

The United States, the State of Michigan, and the Settling Defendants have stipulated that the proposed Final Judgment may be entered by the Court after compliance with the provisions of the APPA, provided that the United States has not withdrawn its consent. The APPA conditions entry upon the Court's determination that the proposed Final Judgment is in the public interest.

The APPA provides a period of at least sixty days preceding the effective date of the proposed Final Judgment within which any person may submit to the United States written comments regarding the proposed Final Judgment. Any person who wishes to comment should do so within sixty days of the date of publication of this Competitive Impact Statement in the *Federal Register*, or the last date of publication in a newspaper of the summary of this Competitive Impact Statement, whichever is later. All comments received during this period will be considered by the U.S. Department of Justice, which remains free to withdraw its

consent to the proposed Final Judgment at any time prior to the Court's entry of judgment. The comments and the response of the United States will be filed with the Court. In addition, comments will be posted on the U.S. Department of Justice, Antitrust Division's internet website and, under certain circumstances, published in the *Federal Register*.

Written comments should be submitted to:

Peter J. Mucchetti
Chief, Litigation I Section
Antitrust Division
United States Department of Justice
450 Fifth Street, N.W., Suite 4100
Washington, D.C. 20530

The proposed Final Judgment provides that the Court retains jurisdiction over this action, and the parties may apply to the Court for any order necessary or appropriate for the modification, interpretation, or enforcement of the Final Judgment.

VI. ALTERNATIVES TO THE PROPOSED FINAL JUDGMENT

The United States considered, as an alternative to the proposed Final Judgment, a full trial on the merits against the Settling Defendants. The United States is satisfied, however, that the relief proposed in the Final Judgment will prevent the recurrence of the violations alleged in the Complaint and ensure that patients, physicians, and employers benefit from competition between Defendants. Thus, the proposed Final Judgment would achieve all or substantially all of the

relief the United States would have obtained through litigation, but avoids the time, expense, and uncertainty of a full trial on the merits.

VII. STANDARD OF REVIEW UNDER THE APPA FOR THE PROPOSED FINAL JUDGMENT

The Clayton Act, as amended by the APPA, requires that proposed consent judgments in antitrust cases brought by the United States be subject to a sixty-day comment period, after which the court shall determine whether entry of the proposed Final Judgment "is in the public interest." 15 U.S.C. § 16(e)(1). In making that determination, the court, in accordance with the statute as amended in 2004, is required to consider:

> (A) the competitive impact of such judgment, including termination of alleged violations, provisions for enforcement and modification, duration of relief sought, anticipated effects of alternative remedies actually considered, whether its terms are ambiguous, and any other competitive considerations bearing upon the adequacy of such judgment that the court deems necessary to a determination of whether the consent judgment is in the public interest; and
>
> (B) the impact of entry of such judgment upon competition in the relevant market or markets, upon the public generally and individuals alleging specific injury from the violations set forth in the complaint including consideration of the public benefit, if any, to be derived from a determination of the issues at trial.

15 U.S.C. § 16(e)(1)(A) & (B).[1] In considering these statutory factors, the court's inquiry is necessarily a limited one as the government is entitled to "broad discretion to settle with the Defendant within the reaches of the public interest." *United States v. Microsoft Corp.*, 56 F.3d 1448, 1461 (D.C. Cir. 1995); *see generally United States v. U.S. Airways Group, Inc.*, 38 F. Supp. 3d 69, 75 (D.D.C. 2014) (noting the court has broad discretion of the adequacy of the relief at issue); *United States v. SBC Commc'ns, Inc.*, 489 F. Supp. 2d 1 (D.D.C. 2007) (describing the public-interest standard under the Tunney Act); *United States v. InBev N.V./S.A.*, No. 08-1965 (JR), 2009 U.S. Dist. LEXIS 84787, at *3 (D.D.C. Aug. 11, 2009) (noting that the court's review of a consent judgment is limited and only inquires "into whether the government's determination that the proposed remedies will cure the antitrust violations alleged in the complaint was reasonable, and whether the mechanisms to enforce the final judgment are clear and manageable").

Under the APPA, a court considers, among other things, the relationship between the remedy secured and the specific allegations set forth in the government's complaint, whether the decree is sufficiently clear, whether enforcement mechanisms are sufficient, and whether the decree may positively

[1] The 2004 amendments substituted "shall" for "may" in directing relevant factors for courts to consider and amended the list of factors to focus on competitive considerations and to address potentially ambiguous judgment terms. *Compare* 15 U.S.C. § 16(e) (2004), *with* 15 U.S.C. § 16(e)(1) (2006); *see also SBC Commc'ns*, 489 F. Supp. 2d at 11 (concluding that the 2004 amendments "effected minimal changes" to Tunney Act review).

harm third parties. *See Microsoft*, 56 F.3d at 1458-62. With respect to the adequacy of the relief secured by the decree, a court may not "engage in an unrestricted evaluation of what relief would best serve the public." *United States v. BNS, Inc.*, 858 F.2d 456, 462 (9th Cir. 1988) (quoting *United States v. Bechtel Corp.*, 648 F.2d 660, 666 (9th Cir. 1981)); *see also Microsoft*, 56 F.3d at 1460-62; *United States v. Alcoa, Inc.*, 152 F. Supp. 2d 37, 40 (D.D.C. 2001); *InBev*, 2009 U.S. Dist. LEXIS 84787, at *3. One court explained:

> [t]he balancing of competing social and political interests affected by a proposed antitrust consent decree must be left, in the first instance, to the discretion of the Attorney General. The court's role in protecting the public interest is one of [e]nsuring that the government has not breached its duty to the public in consenting to the decree. The court is required to determine not whether a particular decree is the one that will best serve society, but whether the settlement is "*within the reaches of the public interest*." More elaborate requirements might undermine the effectiveness of antitrust enforcement by consent decree.

Bechtel, 648 F.2d at 666 (emphasis added) (citations omitted).[2] In determining whether a proposed settlement is in the public interest, a district court "must accord deference to the government's predictions about the efficacy of its remedies, and

[2] *Cf. BNS*, 858 F.2d at 464 (holding that the court's "ultimate authority under the [APPA] is limited to approving or disapproving the consent decree"); *United States v. Gillette Co.*, 406 F. Supp. 713, 716 (D. Mass. 1975) (noting that, in this way, the court is constrained to "look at the overall picture not hypercritically, nor with a microscope, but with an artist's reducing glass"). *See generally Microsoft*, 56 F.3d at 1461 (discussing whether "the remedies [obtained in the decree are] so inconsonant with the allegations charged as to fall outside of the 'reaches of the public interest'").

may not require that the remedies perfectly match the alleged violations." *SBC Commc'ns*, 489 F. Supp. 2d at 17; *see also U.S. Airways*, 38 F. Supp. 3d at 75 (noting that a court should not reject the proposed remedies because it believes others are preferable); *Microsoft*, 56 F.3d at 1461 (noting the need for courts to be "deferential to the government's predictions as to the effect of the proposed remedies"); *United States v. Archer-Daniels-Midland Co.*, 272 F. Supp. 2d 1, 6 (D.D.C. 2003) (noting that the court should grant due respect to the United States' prediction as to the effect of proposed remedies, its perception of the market structure, and its views of the nature of the case).

Courts have greater flexibility in approving proposed consent decrees than in crafting their own decrees following a finding of liability in a litigated matter. "[A] proposed decree must be approved even if it falls short of the remedy the court would impose on its own, as long as it falls within the range of acceptability or is 'within the reaches of public interest.'" *United States v. Am. Tel. & Tel. Co.*, 552 F. Supp. 131, 151 (D.D.C. 1982) (citations omitted); *see also U.S. Airways*, 38 F. Supp. 3d at 75 (noting that room must be made for the government to grant concessions in the negotiation process for settlements) (citing *Microsoft*, 56 F.3d at 1461); *United States v. Alcan Aluminum Ltd.*, 605 F. Supp. 619, 622 (W.D. Ky. 1985) (approving the consent decree even though the court would have imposed a greater remedy). To meet this standard, the United States "need only provide a

factual basis for concluding that the settlements are reasonably adequate remedies for the alleged harms." *SBC Commc'ns*, 489 F. Supp. 2d at 17.

Moreover, the court's role under the APPA is limited to reviewing the remedy in relationship to the violations that the United States has alleged in its Complaint, and does not authorize the court to "construct [its] own hypothetical case and then evaluate the decree against that case." *Microsoft*, 56 F.3d at 1459; *see also U.S. Airways*, 38 F. Supp. 3d at 76 (noting that the court must simply determine whether there is a factual foundation for the government's decisions such that its conclusions regarding the proposed settlements are reasonable); *InBev*, 2009 U.S. Dist. LEXIS 84787, at *20 ("the 'public interest' is not to be measured by comparing the violations alleged in the complaint against those the court believes could have, or even should have, been alleged"). Because the "court's authority to review the decree depends entirely on the government's exercising its prosecutorial discretion by bringing a case in the first place," it follows that "the court is only authorized to review the decree itself," and not to "effectively redraft the complaint" to inquire into other matters that the United States did not pursue. *Microsoft*, 56 F.3d at 1459-60. As a court confirmed in *SBC Communications*, courts "cannot look beyond the complaint in making the public interest determination unless the complaint is drafted so narrowly as to make a mockery of judicial power." *SBC Commc'ns*, 489 F. Supp. 2d at 15.

In its 2004 amendments, Congress made clear its intent to preserve the practical benefits of using consent decrees in antitrust enforcement, adding the unambiguous instruction that "[n]othing in this section shall be construed to require the court to conduct an evidentiary hearing or to require the court to permit anyone to intervene." 15 U.S.C. § 16(e)(2); *see also U.S. Airways*, 38 F. Supp. 3d at 76 (noting that a court is not required to hold an evidentiary hearing or to permit intervenors as part of its review under the Tunney Act). The language captured Congress's intent when it enacted the Tunney Act in 1974. Senator Tunney explained: "The court is nowhere compelled to go to trial or to engage in extended proceedings which might have the effect of vitiating the benefits of prompt and less costly settlement through the consent decree process." 119 Cong. Rec. 24,598 (1973) (statement of Sen. Tunney). Rather, the procedure for the public-interest determination is left to the discretion of the court, with the recognition that the court's "scope of review remains sharply proscribed by precedent and the nature of Tunney Act proceedings." *SBC Commc'ns*, 489 F. Supp. 2d at 11.[3] A court can

[3] *See United States v. Enova Corp.*, 107 F. Supp. 2d 10, 17 (D.D.C. 2000) (noting that the "Tunney Act expressly allows the court to make its public interest determination on the basis of the competitive impact statement and response to comments alone"); *United States v. Mid-Am. Dairymen, Inc.*, No. 73-CV-681-W-1, 1977-1 Trade Cas. (CCH) ¶ 61,508, at 71,980, *22 (W.D. Mo. 1977) ("Absent a showing of corrupt failure of the government to discharge its duty, the Court, in making its public interest finding, should…carefully consider the explanations of the government in the competitive impact statement and its responses to comments in order to determine whether those explanations are reasonable under the

make its public-interest determination based on the competitive impact statement and response to public comments alone. *U.S. Airways*, 38 F. Supp. 3d at 76.

VIII. DETERMINATIVE DOCUMENTS

There are no determinative materials or documents within the meaning of the APPA that were considered by the United States in formulating the proposed Final Judgment.

Dated: June 25, 2015

Respectfully submitted,

FOR PLAINTIFF
UNITED STATES OF AMERICA

/s/ Katrina Rouse
Katrina Rouse
Trial Attorney
Antitrust Division
U.S. Department of Justice
Litigation I Section
450 Fifth Street, N.W., Suite 4100
Washington, D.C. 20530
Phone: (202) 305-7498
D.C. Bar #1013035
Email: katrina.rouse@usdoj.gov

circumstances."); S. Rep. No. 93-298, at 6 (1973) ("Where the public interest can be meaningfully evaluated simply on the basis of briefs and oral arguments, that is the approach that should be utilized.").

CERTIFICATE OF SERVICE

I hereby certify that on June 25, 2015, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system and sent it via email to the following counsel at the email addresses below.

Counsel for Defendants Hillsdale Community Health Center and Community Health Center of Branch County:

Larry Jensen
Hall Render
201 West Big Beaver Rd.
Columbia Center, Suite 1200
Troy, MI 48084
Phone: (248) 457-7850
E-mail: ljenson@hallrender.com

Counsel for Defendant W.A. Foote Memorial Hospital, d/b/a Allegiance Health:

James M. Burns
Dickinson Wright PLLC
1875 Eye St. N.W., Suite 1200
Washington, D.C. 20006
Phone: (202) 659-6945
E-mail: JMBurns@dickinsonwright.com

Counsel for Defendant ProMedica Health System, Inc.:

Stephen Y. Wu
McDermott Will & Emery LLP
227 West Monroe Street, Suite 4400
Chicago, IL 60606-5096
Phone: (312) 372-2000
E-mail: swu@mwe.com

/s/ Katrina Rouse

Attorney
Litigation I
Antitrust Division
U.S. Department of Justice
450 Fifth Street, N.W., Suite 4100
Washington, D.C. 20530
Phone: (202) 305-7498
D.C. Bar #1013035
Email: katrina.rouse@usdoj.gov