Street, NW., 4th Floor, Washington, DC 20005, (202) 624–0892. A copy of the proposed consent decree may be obtained in person or by mail from the Consent Decree Library, 1120 G Street, NW., 4th Floor, Washington, DC 20005. In requesting a copy please refer to the referenced case and enclose a check in the amount of \$36.75 (25 cents per page reproduction costs), payable to the Consent Decree Library.

#### Joel M. Gross,

Acting Chief, Environmental Enforcement Section, Environment and Natural Resources Division

[FR Doc. 95–10549 Filed 4–28–95; 8:45 am] BILLING CODE 4410–01–M

## **Antitrust Division**

# Proposed Final Judgment and Competitive Impact Statement

In the matter of: *United States* v. *Oregon Dental Service*.

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16 (b)–(h), that a proposed Final Judgment, Settlement Agreement, and Competitive Impact Statement have been filed with the United States District Court for the Northern District of California in United States of America v. Oregon Dental Service, Civil Action No. C95 1211 FMS. The Complaint in this case alleges that the defendant and others engaged in a combination in unreasonable restraint of interstate trade and commerce in violation of the Sherman Act, 15 U.S.C. 1. The proposed Final Judgment enjoins the defendant for five years from maintaining, adopting, or enforcing a clause in its contracts with dentists that requires the dentist to give the defendant the lowest fees he or she offers to any person or dental plan. It also enjoins the defendant from taking any other action, directly or indirectly, to influence or attempt to influence dentists' discounting of fees or participation in other dental plans. Finally, the proposed Final Judgment enjoins the defendant from disclosing or in any way directly revealing to dentists its maximum allowable or acceptable fee for dental procedures.

Public comment on the proposed Final Judgment is invited within the statutory 60-day comment period, which runs from the date of this notice. Such comments, and responses thereto, will be published in the **Federal Register** and filed with the Court. Comments should be directed to Christopher S. Crook, Acting Chief, San Francisco Office, Box 36046, Antitrust Division, U.S. Department of Justice,

San Francisco, California 94102 (telephone: (415) 556–6300).

#### Constance K. Robinson,

Director of Operations, Antitrust Division.

Barbara J. Nelson, Philip R. Malone, Carla G. Addicks, Antitrust Division, U.S. Department of Justice, 450 Golden Gate Avenue, Box 36046, 10th Floor, San Francisco, California 94102–3478, (415) 556–6300, Attorneys for the United States

In the United States District Court Northern District of California

[Civil No. C95 1211 FMS]

In the matter of: *United States of America*, Plaintiff, v. *Oregon Dental Service*, Defendant.

## Complaint

The United States of America, acting under the direction of the Attorney General of the United States, brings this civil action to obtain equitable and other relief against the defendant named herein, and complains and alleges as follows:

### I. Jurisdiction and Venue

- 1. This Complaint is filed by the United States under Section 4 of the Sherman Act; 15 U.S.C. 4, as amended, to prevent and restrain a continuing violation by the defendant of Section 1 of the Sherman Act, 15 U.S.C. 1.
- 2. The defendant maintains an office, transacts business, and is found within the Northern District of California, within the meaning of 15 U.S.C. 22 and 28 U.S.C. 1391(c).

# II. Defendant

- 3. Oregon Dental Service ("ODS"), is a corporation organized and existing under the laws of the State of Oregon with its principal place of business in Portland, Oregon. ODS provides dental coverage to employees of Oregon corporations and others. Certain of those employees are located in the Northern District of California.
- 4. ODS is a non-profit corporation whose participating providers consist of dentists licensed to practice in Oregon and who execute participating provider agreements with ODS. At material times, dentists comprised the majority of the Board of Directors of ODS. At material times, in excess of ninety percent of dentists licensed to practice in Oregon were participating providers of ODS.
- 5. Various firms and individuals, not named as defendants in this Complaint, have entered into agreements with ODS in violation of the Sherman Act as alleged in this Complaint, and have performed acts and made statements in furtherance thereof.

## **III. Trade and Commerce**

- 6. At material times, ODS has engaged in the business of providing dental insurance coverage. ODS contracts directly with individual dentists and groups of dentists for the provision of dental services to persons covered by ODS' dental insurance plans. Participating dentists agree to comply with the terms of the contractual agreements with ODS, and to abide by ODS' rules and policies.
- 7. ODS compensates participating dentists on the basis of submitted fee schedules. At material times, payments from ODS to Oregon dentists constituted a significant portion of most individual participating dentist's receipts from the provision of dental services to patients.
- 8. At material times, ODS'
  "Participating Dentist Rules and
  Policies" contained provisions known
  as "most favored nation" clauses. These
  provisions stated that, for example, the
  "lowest fee accepted by the Dentist for
  services to be rendered to any group
  shall constitute the Dentist's filed fee
  scheduled for payment of ODS Health
  Plan claims."
- 9. ODS' enforcement of the most favored nation clauses in its rules and policies resulted in most participating dentists' refusal to discount their fees to non-ODS patients or competing dental plans.
- 10. ODS' most favored nation clauses have caused significant numbers of dentists to drop out of or refuse to join competing discount dental plans.

  Because such a large percentage of Oregon dentists participate with ODS' plan, the ODS most favored nation clauses have resulted in many competing dental plans being unable to attract and/or retain sufficient numbers of dentists to serve their members.
- 11. ODS periodically determines the amount it will pay for procedures to participating dentists based upon fee filings submitted by the participating dentists. A majority of these dentists used the fee schedule they filed with ODS as their fee schedule for all other patients, including those covered by other insurance plans and uninsured patients.
- 12. ODS sets the maximum fee allowable for a particular procedure at the 90th percentile of all fees submitted to it by participating dentists (the level at or above the fee charged by 90% of participating dentists). If 10 or fewer of a dentist's submitted fees are above the 90th percentile, ODS notifies the dentist of the amount of the maximum allowable fee. Most participating dentists file fee schedules proposing to charge more than the maximum