response costs incurred by the United States in connection with the Alaskan Battery Enterprises Superfund Site in Fairbanks, Alaska. The Decree also resolves the counterclaims brought by Sears against the United States.

The Decree requires, inter alia, that Sears reimburse the United States' response costs in the amount of \$664,759.00 plus prejudgment interest from May 1, 1994 through the date of payment. Sears is obligated, ten days after entry of the Decree, to stipulate to the dismissal with prejudice of its counterclaims against the United States; the United States is obligated, ten days after all payments have been received, to dismiss its claims against Sears with prejudice, however the Decree does contain a reopener that permits the United States to institute additional proceedings to require that Sears perform further response actions or to reimburse the United States for additional costs of response in certain situations. The Decree provides Sears the contribution protection afforded by Section 113(f)(2) of CERCLA, 42 U.S.C. 9613(f)(2).

The Department of Justice will receive comments relating to the proposed Consent Decree for a period of thirty (30) days from the date of this publication. Comments should be addressed to the Assistant Attorney General of the Environment and Natural Resources Division, Department of Justice, Washington, D.C. 20530, and should refer to *United States* v. *Alaskan Battery Enterprises, Inc.,* D.J. No. 90–11– 3–726A.

The proposed Consent Decree may be examined at the Office of the United States Attorney for the District of Alaska, Room 253, Federal Building and U.S. Courthouse, 222 West Seventh Avenue, Anchorage, Alaska 99513-7567; the Region 10 Office of the Environmental Protection Agency, 1200 Sixth Avenue, Seattle, Washington 98101; and at the Consent Decree Library, 1120 G Street, N.W., 4th Floor, Washington, D.C. 20005 (Tel: 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, N.W., 4th Floor, Washington, D.C. 20005. In requesting a copy, please enclose a check in the amount of \$5.75 (25 cents per page reproduction cost) payable to Consent Decree Library.

Joel Gross,

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

[FR Doc. 95–1997 Filed 1–25–95; 8:45 am] BILLING CODE 4410–01–M

Antitrust Division

U.S. v. Vision Service Plan; Proposed Final Judgment and Competitive Impact Statement

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. section 16(b) through (h), that a proposed Final Judgment, a Stipulation, and a Competitive Impact Statement have been filed with the United States District Court for the District of Columbia in United States of America v. Vision Service Plan, Case No. 1:49CV02693.

The Complaint in the case alleges that Vision Service Plan (VSP) entered into so-called "most favored nation" agreements with its panel doctors in unreasonable restraint of trade, in violation of section 1 of the Sherman Act, 15 U.S.C. 1, by effectively restricting the willingness of panel doctors to discount fees for vision care services and substantially reducing discounted fees for vision care services.

The proposed Final Judgment eliminates VSP's most favored nation clause and enjoins VSP from engaging in other actions that would limit future discounting by its participating doctors.

Public comment on the proposed Final Judgment is invited within the statutory 60-day comment period. Such comments and responses thereto will be published in the **Federal Register** and filed with the Court. Comments should be directed to Gail Kursh, Chief; Professions & Intellectual Property Section, Department of Justice, Antitrust Division; 600 E Street, NW., Room 9300; Washington, DC 20530 (telephone: (202) 307–5799).

Constance K. Robinson,

Director of Operations, Antitrust Division.

In the United States District Court for the District of Columbia

United States of America, c/o Antitrust Division, Department of Justice, 600 E Street, NW., Washington, DC 20530, Plaintiff, vs. Vision Service Plan, 3333 Quality Drive, Ranch Cordova, CA 95670, Defendant. Case Number 1:94CV02693. Judge: Thomas Penfield Jackson. Deck Type: Antitrust. Date Stamp: 12/15/94.

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:

1

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 transacts business and is found within the District of Columbia, within the meaning of 15 U.S.C. 22.

Defendant

Π

3. Vision Service Plan ("VSP"), is a California not-for-profit corporation with its principal place of business in Rancho Cordova, California. The Defendant offers vision care insurance plans. To obtain services for covered patients, the Defendant enters into agreements with member optometrists and ophthalmologists in private practice (panel doctors), that govern their provision of vision care services to VSP patients.

4. Whenever this Complaint refers to any corporation's act, deed, or transaction, it means that such corporation engaged in the act, deed, or transaction by or through its members, officers, directors, agents, employees, or other representatives while they actively were engaged in the management, direction, control, or transaction of its business or affairs.

III

Concerted Action

5. Various firms and individuals, not named as defendants in this Complaint, have participated with the Defendant in the violation alleged in this Complaint, and have performed acts and made statements in furtherance thereof.

IV

Trade and Commerce

6. At material times, the Defendant has engaged in the business of underwriting or administering vision care insurance plans ("VSP plans") in 42 states (46 effective January 1, 1995) and the District of Columbia. The Defendant obtains vision care services for persons covered by VSP plans by establishing panels of contracting doctors, who each sign and agree to comply with the Panel Doctor's Agreement with VSP, which, among other things, governs payment for covered services rendered to VSP patients. The Defendant contracts with approximately 17,000 panel doctors.

⁷. At material times, the Panel Doctor's Agreement between each panel