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Joel M. Gross,

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

[FR Doc. 95-10549 Filed 4-28-95; 8:45 am]

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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

allowable fee for 10 or fewer procedures; when one of these dentists is advised of the exact maximum allowable fees, he or she is able to lower the fees no more than necessary to obtain approval from ODS. If the dentist agrees to charge the maximum allowable amount, the dentist signs the notification and returns it to ODS.

13. Most dentists who are participants with ODS are in independent, private practices and are in actual or potential competition with other participating dentists for the provision of dental services.

14. At material times, ODS and participating dentists have utilized interstate banking facilities and purchased not insubstantial quantities of goods and services from outside the state of Oregon, for use in providing dental insurance coverage or dental services to patients.

15. The activities of ODS that are the subject of this Complaint have been within the flow of, and have substantially affected, interstate trade and commerce.

IV. Violation Alleged

16. Beginning at a time unknown to the plaintiff and continuing through at least September 1994, ODS and others engaged in a combination in unreasonable restraint of interstate trade and commerce in violation of Section 1 of the Sherman Act, 15 U.S.C. ODS voluntarily abandoned the combination in September, 1994, but this offense is likely to recur unless the relief hereinafter sought is granted.

17. For the purpose of forming and effectuating this combination, ODS did the following things, among others:

(a) Adopted and enforced most favored nation clauses in the contracts with dentists and in rules and policies the dentists agreed to abide by, and

(b) Received and disseminated information on the maximum allowable fees for certain procedures, and obtained signed commitments from participating dentists to charge the maximum allowable fees.

18. These agreements had the following effects, among others:

(a) Price competition among dentists for the provision of dental services has been unreasonably restrained and fees for such services have been stabilized at a level higher than they might otherwise have been;

(b) Price competition among dental insurance plans has been unreasonably restrained; and

(c) Consumers of dental services in Oregon have been deprived of the benefits of free and open competition.

V. Prayer

Wherefore, the plaintiff prays:

1. That the Court adjudge and decree that ODS engaged in an unlawful combination in unreasonable restraint of interstate trade and commerce in violation of Section 1 of the Sherman Act, 15 U.S.C. 1, as alleged in the Complaint.

2. That ODS, its members, officers, directors, agents, employees, and successors and all other persons acting or claiming to act on its behalf be enjoined, restrained and prohibited for a period of five years from, in any manner, directly or indirectly, continuing, maintaining, or renewing the alleged agreements, or from entering into any other agreement, understanding, plan, program, or other arrangement having a similar purpose or effect as the alleged agreements.

3. That the United States have such other relief as the nature of the case may require and the Court may deem just and proper.

Dated: April 10, 1995.

Anne K. Bingaman,
Assistant Attorney General.

Mark C. Schechter,
Deputy Director of Operations.

Christopher S. Crook,
Acting Chief, San Francisco Office. Antitrust Division, U.S. Department of Justice.

Barbara J. Nelson,

Philip R. Malone,

Carla G. Addicks,
Attorneys, Antitrust Division, U.S. Department of Justice.

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.

Stipulation

It is stipulated by and between the undersigned parties, by their respective attorneys, that:

1. The Court has jurisdiction over the subject matter of this action and over each of the parties thereto, and venue of this action is proper in the Northern District of California;

2. The parties consent that a Final Judgment in the form hereto attached may be filed and entered by the Court, upon the motion of any party or upon the Court's own motion at any time after

compliance with the requirements of the Antitrust Procedures and Penalties Act (15 U.S.C. 16), and without further notice to any party or other proceedings, provided that plaintiff United States has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on the defendant and by filing that notice with the Court. The parties represent that they have full authority to enter into this Stipulation.

3. In the event plaintiff United States withdraws its consent or if the proposed Final Judgment is not entered pursuant to this Stipulation, this Stipulation shall be of no effect whatever and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding.

4. The parties agree that the Final Judgment resolves all disputes between the parties as to the most favored nation clause and disclosure of the maximum allowable fees. Plaintiff will not institute further investigation of ODS with regard to the most favored nation clause or disclosure of maximum allowable fees so long as ODS remains in compliance with the terms of the Final Judgment, except for the purposes of determining or securing compliance with the Final Judgment.

5. ODS agrees to comply with the provisions of the Final Judgment pending entry of the Final Judgment.

Dated: March 28, 1995.

For the United States:

Barbra J. Nelson,

For the Defendant:

Timothy G. Beckler.

In the United States District Court
Northern District of California

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

[Civil No. C95 1211]

Final Judgment

Whereas, plaintiff, United States of America through its attorney, filed its Complaint on _____, 1995, alleging a violation of the Sherman Act, 15 U.S.C. 1;

Whereas, the defendant denies liability with respect to all matters subject of the complaint;

Whereas, there has been no determination by the Court that a violation of law has occurred;

Whereas, the plaintiff and defendant desire to resolve their disputes without trial or adjudication of any issue of law or fact; and

Whereas, this Final Judgment shall not be evidence against or an admission by any party with respect to any issue of law or fact;

Now therefore, before the taking of any testimony and without trial or adjudication of any issue of law or fact herein, it is hereby ordered, adjudged, and decreed as follows:

I. Jurisdiction

This Court has jurisdiction of the subject matter of this action and of each of the parties consenting hereto. The Complaint states a claim upon which relief may be granted against the defendant under Section I of the Sherman Act, 15 U.S.C. 1.

II. Definitions

As used herein, the term:

(A) "ODS" means Oregon Dental Service;

(B) "Most Favored Nation Clause" or "MFN" means those provisions in the defendant's participating dentist agreements that prior to September 28, 1994, required that the lowest fee accepted by the participating dentist for services rendered to any group constituted the dentist's filed fee schedule for payment of ODS claims.

III. Applicability

(A) This Final Judgment applies to ODS and to ODS' officers, employees, members acting as corporate policy makers, directors, successors, assigns, subsidiaries, divisions and any other organizational units of any kind, and to all other persons in active concert or participation with any of them. Within 60 days of entry, ODS shall provide a copy of this Final Judgment by mail or personal service to ODS' officers, directors and managerial employees. Thereafter, ODS shall distribute in a timely manner a copy of this Final Judgment to any new officer, director, or managerial employee.

(B) Nothing herein contained shall suggest that any portion of this Final Judgment is or has been created for the benefit of any third party and nothing herein shall be construed to provide any rights to any third party.

IV. Injunction

(A) ODS is enjoined and restrained from:

(1) Maintaining, adopting, or enforcing an MFN or similar provision in participating dentist agreements or by any other means or methods;

(2) Taking any other action, directly or indirectly, to influence or attempt to influence any dentist to refrain from offering discount fees to any person or dental plan or to refrain from participating in any dental plan;

(3) Disclosing or in any way directly revealing to a dentist or dentists the

maximum allowable or acceptable fee for a dental procedure or procedures.

V. Retention of Jurisdiction

Jurisdiction is retained by the Court for the purpose of enabling either party to this Final Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, modify it on the basis of changed circumstances, terminate any of its provisions, enforce compliance, and punish violations of its provisions.

Nothing in this provision shall give standing to any person not a party to this Final Judgment to seek any relief related to it.

VI. Access to Information

For the purposes of determining or securing compliance with the Final Judgment, from time to time:

(A) Duly authorized representatives of the United States, upon written request of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to ODS, shall be permitted, subject to any legally recognized privilege, access, during office hours, to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of ODS relating to any matters contained in this Final Judgment; and

(B) In the event that the plaintiff has reasonable cause to believe that ODS had not complied with the terms of this Final Judgment, then upon the written request of the Assistant Attorney General in charge of the Antitrust Division, ODS shall submit such written reports, under oath if requested, with respect to any of the matter contained in this Final Judgment.

ODS shall have the right to be represented by counsel in any such process.

Any information provided to the plaintiff under this section of the Final Judgment shall be kept confidential by the plaintiff and shall not be disclosed to third parties except as necessary to enforce the Final Judgment or as otherwise previously agreed or required by law.

Nothing in this Final Judgment prohibits the plaintiff from using any other investigatory method authorized by law.

VII. Term

This Final Judgment shall expire five years from the date of its entry.

VIII. Public Interest

Entry of this Final Judgment is in the public interest.

Dated this _____ day of _____, 1995.

United States District Judge.

In the United States District Court
Northern District of California

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

[Civil No. C95 1211]

Competitive Impact Statement

Pursuant to Section 2(b) of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16(b)-(h), the United States submits this Competitive Impact Statement relating to the proposed Final Judgment (or "the Judgment") submitted for entry against and with the consent of Oregon Dental Service ("ODS" or "the defendant") in this civil proceeding.

I. Nature and Purpose of the Proceeding

On April 10, 1995, the United States filed this single-count civil antitrust suit alleging that ODS, an Oregon non-profit corporation which does business in the Northern District of California, entered into a combination in unreasonable restraint of trade consisting of agreements to restrain price competition for dental services in violation of Section 1 of the Sherman Act, 15 U.S.C. 1. Plaintiff asked the Court to find that the defendant has violated Section 1 of the Sherman Act and further asked the Court to enjoin the continuation of the combination.

Entry of the proposed Final Judgment will terminate the action, except that the Court will retain jurisdiction over the matter for any further proceedings required to interpret, enforce or modify the judgment or to punish violations of any of its provisions.

II. Practices Giving Rise to the Violation

ODS is an Oregon non-profit corporation. ODS' principal place of business is in Portland, Oregon. It was created by the Oregon Dental Association, a professional association of dentists. Dentists hold the majority of positions on ODS' Board of Directors. ODS contracts with businesses, governmental agencies, and other organizations to provide pre-paid dental care coverage to their employees. ODS contracts directly with dentists or groups of dentists to provide dental services to patients who are members of those covered groups.

ODS compensates its participating provider dentists for their services on the basis of a fee for service, determined in part through fee schedules submitted by each dentist. ODS sets its maximum allowable fee at the 90th percentile of all fees for a procedure submitted to it by participating dentists. That is, the maximum allowable fee is equal to or greater than the fees charged by 90% of participating dentists. If 10 or fewer of a dentist's filed fees are above this 90th percentile, ODS informs the dentist of the maximum amount that it will pay for the service. Most participating dentists file fee schedules proposing to charge above the maximum allowable fee for 10 or fewer procedures, so they are informed of exactly what fee they may charge and can avoid lowering their fees more than necessary to receive payment from ODS. If the dentist agrees to charge that amount, he or she signs the notification and returns it to ODS.

In excess of 90 percent of the dentists in the state of Oregon have provider contracts with ODS. For most of these dentist, payments from treatment of ODS patients are a significant part of their income. Most of these dentists are in independent, private practice and actually or potentially compete with other participating ODS dentists to provide dental service to both ODS and non-ODS patients.

ODS' participating dentists agree to abide by ODS rules and policies, which contain what is called a "most favored nation" clause ("MFN"). The MFN requires that each dentist charge ODS the lowest price that dentist charges any other group. Accordingly, if a dentist reduces fees to a competing dental plan, the MFN requires that the dentist also reduce fees to ODS. The United States alleges that the effect of the MFN has been to require participating ODS dentists to charge other dental plans and non-ODS patients fees that are as high as or higher than the fees charged to ODS.

The Complaint alleges that, beginning at a time unknown to the plaintiff and continuing through at least September 1994, ODS and others engaged in a combination in unreasonable restraint of interstate trade and commerce in violation of Section 1 of the Sherman Act, 15 U.S.C. 1. The Complaint alleges that the combination ended in September 1994, when ODS voluntarily terminated the MFN for business reasons.

To form and effectuate this combination, ODS adopted and enforced an MFN in its rules and policies which dentists were contractually obligated to adhere to, received and disseminated information

on the maximum allowable fees for certain procedures, and obtained signed commitments from participating dentists to charge the maximum allowable fees.

Had this case proceeded to trial, the plaintiff was prepared to prove that the combination unreasonably restrained price competition among dentists and between other dental insurance plans and ODS, and stabilized prices for dental services.

ODS' adoption and enforcement of the MFN restrained price competition among Oregon dentists for the provision of dental services because it caused significant numbers of dentists to refuse to discount their fees. Before the MFN was enforced, certain Oregon dentists had reduced their fees to ODS competitors in order to participate in the competitors' managed-care plans. Others had indicated a willingness to do so.

After ODS began enforcing the MFN, however, most participating dentists refused to discount their fees to non-ODS patients or competing discount dental plans because, if they did, the MFN would require them to also lower all of their fees to ODS. Since most dentists in Oregon receive a significant portion of their income from treating ODS patients, the cost to those dentists of discounting their fees on non-ODS patients or competing dental care plans became too great to justify discounting. For the same reason, it was too costly for most dentists to drop their participation in ODS' plan in order to avoid the MFN and be able to discount their fees to competing discount dental plans. Consequently, the MFN substantially reduced discounting that was occurring and, had it continued in force, would have deterred future discounting.

The plaintiff was also prepared to prove that the combination unreasonably restrained competition between ODS and other dental insurance plans. Because of the MFN and its effect on the willingness of dentists to join discount dental plans, competing discount plans were unable to attract and keep a sufficiently large qualified, and geographically varied panel of dentists to adequately serve their members and make their plans commercially marketable to employer and other groups. Some plans left the market or had their ability to attract and serve patient groups severely restricted, leading to a substantial reduction in their ability to compete with ODS.

The combination deprived Oregon consumers of price competition among dentists who stopped discounting their fees. Consumers were also deprived of

choices of competing dental insurance plans offering different combinations of dentists, services, and prices.

Moreover, the plaintiff was prepared to prove that ODS' revealing the maximum acceptable fees to those dentists with 10 or fewer procedures over the maximum prevented those fees from falling below the maximum and effectively stabilized those fees at the maximum acceptable level—a level higher than they might otherwise have been. As a result, consumers were further deprived of price competition among dentists.

III. Explanation of the Proposed Final Judgment

The plaintiff and ODS have stipulated that the Court may enter the proposed Final Judgment after compliance with the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)-(h). The proposed Final Judgment provides that its entry does not constitute any evidence against or admission of any party with respect to any issue of law or fact.

Under the provisions of Section 2(e) of the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(e), the proposed Final Judgment may not be entered unless the Court finds that entry is in the public interest. Section VIII of the proposed Final Judgment sets forth such a finding.

The proposed Final Judgment is intended to ensure that ODS does not reinstate its MFN and ceases disclosing its maximum allowable fees to participating dentists. The proposed Final Judgment also prohibits ODS from taking any other action that may influence dentists' decisions regarding the discounting of fees.

A. Scope of the Proposed Final Judgment

Section III of the proposed Final Judgment provides that the Final Judgment shall apply to ODS and to ODS' officers, employees, members acting as corporate policy makers, directors, successors, assigns, subsidiaries, divisions and any other organizational units of any kind, and to all other persons in active concert or participation with any of them.

In the Stipulation to the proposed Final Judgment, ODS has agreed to be bound by the terms of the proposed Final Judgment, pending its approval by the Court.

B. Prohibitions and Obligations

Under Section IV of the proposed Final Judgment, ODS is enjoined and restrained for a period of five years from maintaining, adopting, or enforcing an MFN or similar provision in

participating dentist agreements or by any other means or methods, or by taking any other action, directly or indirectly, to influence or attempt to influence any dentist to refrain from offering discount fees to any person or dental plan or to refrain from participating in any dental plan. ODS is also enjoined and restrained for a period of five years from disclosing or in any way directly revealing to a dentist or dentists the maximum allowable or acceptable fee for a dental procedure or procedures.

The proposed Final Judgment also provides that the plaintiff will have access to information to enforce the judgment.

C. Effect of the Proposed Final Judgment on Competition

The relief required by the proposed Final Judgment will prohibit reinstatement of a substantial restraint on price competition among dentists and between ODS and other dental plans in Oregon, by ensuring that ODS will not adopt or enforce the limitations on dentists' abilities to discount created by the MFN. The proposed Final Judgment will also prohibit ODS from taking any other action which might discourage participating dentists from discounting or participating in competing discount plans. As a result, dentists will be free to discount or to join other discount plans, and discount dental plans will no longer be prevented by ODS' actions from attracting and maintaining viable panels of dentists to serve their members.

Finally, the relief required by the proposed Final Judgment will prohibit ODS' dissemination of the maximum fee amount for particular procedures. Without the information provided by ODS, dentists will have to determine independently the fees to charge for their services.

The prohibitions in the proposed Final Judgment will restore to dental consumers the benefits of free and open competition that were suppressed by ODS' adoption and enforcement of the MFN. The proposed Final Judgment prohibits ODS from reinstating the MFN during the term of the Final Judgment.

IV. Alternatives to the Proposed Final Judgment

The alternative to the proposed Final Judgment is a full trial on the merits of the case. Such a trial would involve substantial cost to the United States and the defendant and is not warranted because the proposed Final Judgment provides all the relief that is needed to remedy the violations of the Sherman

Act alleged in the United States' complaint.

V. Remedies Available to 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 suffered, as well as costs and reasonable attorney's fees. Entry of the proposed Final Judgment will neither impair nor assist in the bringing of such actions. Under the provisions of Section 5(a) of the Clayton Act, 15 U.S.C. 16(a), the Final Judgment has no *prima facie* effect in any subsequent lawsuits that may be brought against the defendant in this matter.

VI. Procedures Available for Modification of the Proposed Final Judgment

As provided in the Antitrust Procedures and Penalties Act, any person believing that the proposed judgment should be modified may submit written comments to Christopher S Crook, Acting Chief, San Francisco Office, Department of Justice, Antitrust Division, 450 Golden Gate Avenue, San Francisco, California, 94102-3478, within the 60-day period provided by the Act. These comments, and the plaintiff's responses to them, will be filed with the Court and published in the **Federal Register**. All comments will be given due consideration by the Department of Justice, which remains free, pursuant to the Stipulation, to withdraw its consent to the proposed Final Judgment at any time prior to its entry if The Department should determine that some modification of the judgment is necessary to the public interest. The proposed Final Judgment provides that the Court will retain jurisdiction over this action, and that the parties may apply to the Court for such orders as may be necessary or appropriate for the modification, interpretation, or enforcement of the Judgment.

VII. Determinative Documents

No materials and documents of the type described in Section 2(b) of the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b), were considered in formulating the proposed Judgment. Consequently, none are filed herewith.

Dated: April 10, 1995.

Respectfully submitted,

Barbara J. Nelson,
Phillip R. Malone,
Carla G. Addicks,

Antitrust Division, U.S. Department of Justice.

[FR Doc. 95-10596 Filed 4-28-95; 8:45 am]

BILLING CODE 4410-01-M

DEPARTMENT OF LABOR

Bureau of Labor Statistics

Business Research Advisory Council Committee on Occupational Safety and Health Statistics; Cancellation of Committee Meeting

SUMMARY: Due to the scheduling difficulties of participants, the meeting of the Business Research Advisory Council Committee, on Occupational Safety and Health Statistics has been cancelled. The meeting had been announced previously in the **Federal Register** of April 12, 1995, 60 FR 18618. The committee meeting was to have taken place on Thursday, May 4, 1995, 1:00 p.m. at the Postal Square Building. **FOR FURTHER INFORMATION CONTACT:** Ms. Constance B. DiCesare, Liaison for the Business Research Advisory Council to the Bureau of Labor Statistics, 2 Massachusetts Avenue NE., Room 2850, Washington, DC 20212 (202) 606-5887.

Signed at Washington, DC, this 25th day of April, 1995.

Katharine G. Abraham,
Commissioner.

[FR Doc. 95-10632 Filed 4-28-95; 8:45 am]

BILLING CODE 4510-24-M

Employment and Training Administration

[TA-W-30,788]

Meridian Oil-Houston Region; Houston, TX; Amended Certification Regarding Eligibility To Apply for Worker Adjustment Assistance

With other locations in the following states, TA-W-30,788A Texas, TA-W-30,788B Alabama, TA-W-30,788C Louisiana, TA-W-30,788D Ohio, TA-W-30,788E Oklahoma, and Meridian Oil Corporate and Administrative Offices, TA-W-30,788F Houston, TX, TA-W-30,788G Fort Worth, TX.

In accordance with Section 223 of the Trade Act of 1974 (19 USC 2273) the Department of Labor issued a Certification of Eligibility to Apply for Worker Adjustment Assistance on March 23, 1995, applicable to all workers of the subject firm.