and specific concerns already raised during previous relevant planning processes were provided to the public. Over a five-year period a series of public scoping and public informational meetings were held. Public scoping comments were received through this entire process. During this scoping period, the NPS facilitated over 100 discussions and briefings to interested members of the public, congressional delegations, Indian tribes, elected officials, other agencies, public service organizations, educational institutions, and other entities. Over 1,000 letters were received concerning the management of recreational use of the waters of Lake Mead NRA.

The Lake Management Plan/DEIS—formally announced for public review per notice of availability published in the **Federal Register** on April 19, 2002—was sent directly to all individuals, organizations, and agencies which had previously contacted the park; copies could also be obtained in the park, by mail, at public meetings, and were available for review at local and regional libraries (*i.e.*, Las Vegas, Henderson, Boulder City, Laughlin, Bullhead City, Kingman, Overton, Mesquite and St. George). Additional copies were sent to public libraries in Southern California including Needles, San Bernardino, Victorville, Barstow, Irvine, Long Beach, Northridge and Los Angeles. Finally, the complete document was posted on the Lake Mead National Recreation Area Webpage (*http://www.nps.gov/lame/planning*). Written comments were accepted through June 26, 2002. Approximately 10,000 comments were received; of these 6,000 were electronic form letters and 1,000 were printed post cards; all were duly considered and adjustments were made to the draft plan. The issues focused on boating access, zoning, carrying capacity, shoreline wakeless zones and personal watercraft use. All written comments have been logged, archived and are available for public review in the park's research library.

In order to further foster public review and comment, six public meetings were held throughout the region—all were conducted in communities, cities and towns neighboring Lake Mead National Recreation Area. All meetings were conducted in an open house format (where participants could view displays and talk with park management and planning staff). At each of these meetings, written comment forms could be submitted or oral testimony was documented by a court reporter. Approximately 750 persons attended these meetings and the majority submitted written or oral comments. In addition, presentations were made before the Laughlin Town Board and the Searchlight Town Board.

Decision Process: Subsequent to release of the Lake Management Plan/Final Environmental Impact Statement, notice of an approved record of decision shall be published in the **Federal Register** not sooner than 30 days after the final document has been distributed. This is expected to occur by the end of December 2002. The official responsible for the decision is the Regional Director, Pacific West Region, National Park Service; the official responsible for implementation is the Superintendent, Lake Mead National Recreation Area.

Dated: November 25, 2002.

Jonathan B. Jarvis,

Regional Director, Pacific West Region.

[FR Doc. 03–118 Filed 1–9–03; 8:45 am]

BILLING CODE 4310–70–P

INTERNATIONAL TRADE COMMISSION

[USITC SE-03-001]

Sunshine Act Meeting

AGENCY HOLDING THE MEETING: International Trade Commission.

TIME AND DATE: January 27, 2003 at 11 a.m.

PLACE: Room 101, 500 E Street SW., Washington, DC 20436, Telephone: (202) 205–2000.

STATUS: Open to the public.

MATTERS TO BE CONSIDERED:

1. Agenda for future meetings: none.
2. Minutes.
3. Ratification List.
4. Inv. No. TA–421–2 (Market Disruption)(Certain Steel Wire Garment Hangers from China)—briefing and vote. (The Commission is currently scheduled to transmit its determination on market disruption to the President on January 27, 2003.)
5. Outstanding action jackets: none.

In accordance with Commission policy, subject matter listed above, not disposed of at the scheduled meeting, may be carried over to the agenda of the following meeting.

Issued: January 8, 2003.

By order of the Commission.

Marilyn R. Abbott,

Secretary to the Commission.

[FR Doc. 03–659 Filed 1–8–03; 3:00 pm]

BILLING CODE 7020–02–P

DEPARTMENT OF JUSTICE

Antitrust Division

United States of America v. Mountain Health Care 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 and Competitive Impact Statement have been filed in a civil antitrust case, *United States of America* v. *Mountain Health Care, Civil* Action No. 1:02CV288–T, in the United States District Court for the District of Western North Carolina. The Complaint alleges that Mountain Health Care (''MHC'') and its participating physicians developed a uniform fee schedule and used that fee schedule in negotiations with managed care purchasers in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. In order to restore competition, the proposed Final Judgment requires that MHC be dissolved. Copies of the Complaint, proposed Final Judgment and Competitive Impact Statement are available for inspection at the Department of Justice in Washington, DC in Room 200, 325 7th Street, NW., and at the Office of the Clerk of the United States District Court for the District of Western North Carolina. The documents may also be found on the Antitrust Division's Web site, *ltte://www.usdoj.gov/atr.*

Public comment on the proposed Final Judgement 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 Mark J. Botti, Chief; Litigation I; Antitrust Division; United States Department of Justice; 1401 H Street., NW.; Room 4000; Washington, DC 20530 (Tel.: (202) 307–0001).

Constance K. Robinson,

Director of Operations.

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 hereto, and venue of this action is proper in the Western District of North Carolina.

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 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 defendants and by filing that notice with the Court.

3. Defendant shall abide by and comply with the provisions of the proposed Final Judgment pending entry of the final Judgment, and shall, from the date of the filing of this Stipulation, comply with all the terms and provisions thereof s though the same were in full force and effect as an order of the Court.

4. In the event plaintiff 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.

Dated: October 2, 2002.

For Plaintiff United States of America:

Weun Wang,

Litigation II Section, Antitrust Division, U.S. Department of Justice.

September 26, 2002.

For Defendant Mountain Health Care, P.A.:

John J. Miles,

Ober, Kaler, Grimes & Shriver, Counsel for Defendant Mountain Health Care, P.A.

Final Judgment

Whereas, defendant has represented to the United States that its dissolution as ordered herein can and will be made promptly and that defendant later will raise no claim of hardship or difficulty as grounds for asking the Court to modify any of the provisions contained below;

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

I. Jurisdiction

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

II. Definitions

As used in this Final Judgment:

A. ''Mountain Health Care'' means defendant Mountain Health Care P.A., a North Carolina corporation, and includes its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, shareholders, participating members, and its directors, officers, managers, agents, and employees.

B. ''Participate'' in an entity means to be a partner, shareholder, owner, member, or employee of such entity, or to provide services, agree to provide services, or offer to provide services, to a payer through such entity.

C. ''Payer'' means any person that pays, or arranges for payment, for all or any part of any provider services for itself or for any other person.

D. ''Person'' means any natural person, corporate entity, partnership, association, joint venture, government entity, or trust.

E. ''Preexisting contract'' means a contract that was in effect prior to the date of the filing of the Complaint in this matter.

F. ''Provider'' means a doctor of allopathic medicine, a doctor of osteopathic medicine, or any other person licensed by the state to provide ancillary health care services.

III. Applicability

This Final Judgment applies to defendant Mountain health Care and all other persons in active concert or participation with Mountain Health Care who receive actual notice of this Final Judgment by personal service or otherwise.

IV. Dissolution of Mountain Health Care

A. Defendant will cause the complete and permanent dissolution of Mountain Health Care as an on-going business entity by no later than 120 calendar days after the filing of the Complaint in this matter, or 10 days after notice of the entry of this Final Judgment by this Court, whichever is later.

B. Beginning immediately after filing of the Complaint in this matter:

1. defendant will not enter into any new contracts with any payers for the provision of provider services or renew any terms of any preexisting contract with any payer for the provision of provider services;

2. defendant will terminate all preexisting contracts with payers by no later than 120 calendar days after the filing of the Complaint in this matter, or 10 days after notice of the entry of this Final Judgment by this Court, whichever is later.

C. Defendant will cease doing business of any kind or manner at the expiration of 120 calendar days after the filing of the Complaint in this matter, or 10 days after notice of the entry of this Final Judgment by this Court, whichever is later.

D. Within 14 calendar days after the date of filing of the Complaint in this matter, defendant will distribute by first-class mail:

1. to the chief executive officer of each payer then under contract with Mountain Health Care, a copy of the Complaint, this Final Judgment, a notice of the dissolution required under § IV, and a notice of contract termination pursuant § IV.B.2;

2. to each provider then participating in Mountain Health Care, a copy of the Complaint, this Final Judgment, and a notice of the dissolution required under section IV.

V. Compliance Inspection

A. For the purposes of determining or securing compliance with this Final Judgment, or of determining whether this Final Judgment should be modified or vacated, and subject to any legally recognized privilege, from time to time, duly authorized representatives of the United States Department of Justice, including consultants and other persons retained by the United States, upon written request of a duly authorized representative of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendant made to its principal offices, shall be permitted:

1. Access during office hours of defendant to inspect and copy, or at plaintiff's option, to require defendant to provide copies of, all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the custody or possession or under the control of defendant relating to any matters contained in this Final Judgment; and

2. To interview, either informally or on the record, defendant's officers, employees, and agents, who may have their individual counsel present, regarding any such matters. The interviews shall be subject to the reasonable convenience of the interviewee and without restraint or interference by defendant.

B. Upon the written request of a duly authorized representative of the Assistant Attorney General in charge of the Antitrust Division, made to defendant's principal offices, defendant shall submit written reports, under oath if requested, relating to any matter contained in this Final Judgment as may be requested.

C. No information or documents obtained by the means provided in this Section shall be divulged by the United States to any person other than an authorized representative of the executive branch of the United States, except in the course of legal proceedings to which the United States is a party (including grand jury proceedings), or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If at the time information or documents are furnished by defendant to the United States, defendant represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and marks each pertinent page of such material, ''Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure,'' then 10 calendar days notice shall be given defendant by the United States prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which defendant is not a party.

VI. Retention of Jurisdiction

This Court retains jurisdiction to enable any 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, to modify any of its provisions, to enforce compliance, and to punish violations of its provisions.

VII. Public Interest

Entry of this Final Judgment is in the public interest.

VIII. Expiration of Final Judgment

Unless this Court grants an extension, this Final Judgment shall expire ten years from the date of its entry.

Dated: _____, 2003.

Court approval subject to procedures of the Antitrust Procedures and Penalties Act, 15 U.S.C. 16

_____

United States District Judge

Competitive Impact Statement

The United States, pursuant to Section 2 of the Antitrust Procedures and Penalties Act

(''APPA''), 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

The plaintiff filed a civil antitrust Complaint on December 13, 2002, in the United States District Court for the Western District of North Carolina, alleging that Mountain Health Care and its participating physicians have participated in an agreement which has unreasonable restrained interstate trade and commerce in violation of Section 1 of the Sherman Act, 15 U.S.C. 1. As alleged in the Complaint, this agreement has artificially raised the reimbursements paid to physicians in Western North Carolina by managed care companies, health insurance companies, third party administrators and employers (collectively ''managed care purchasers'') who provide health care benefits directly to their employees and enrollees. The Complaint requests that Mountain Health Care be ordered to promptly dissolve.

The proposed Final Judgment requires Mountain Health Care to dissolve within one hundred twenty (120) calendar days after the filing of the Final Judgment, or within ten (10) days after notice of entry of the Final Judgment by the Court, whichever is later, unless the United States grants an extension of time.

The plaintiff and the defendant have stipulated that the proposed Final Judgment may be entered after compliance with the APPA. Entry of the proposed Final Judgment would terminate this action, except that the Court would retain jurisdiction to construe, modify, or enforce the provisions of the proposed Final Judgment, and to punish violations thereof.

II. Description of the Events Giving Rise to the Alleged Violation of the Antitrust Laws

A. Background

Mountain Health Care, a physician network joint venture, is a professional corporation that incorporated in 1994 under the laws of North Carolina, and which is located in Asheville, North Carolina. Mountain Health Care is comprised of more than 1,200 participating physicians practicing in Western North Carolina, consisting of Buncombe, Burke, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania, and Yancey counties. It is entirely owned by its participating physicians, although not all participating physicians are owners; the shareholders and the majority of its board are physicians. Mountain Health Care sells its physician network to managed care purchasers, and its member physicians and medical practices offer health care services to consumers located in North Carolina.

Mountain Health Care's members constitute the vast majority of the physicians in private practice in Asheville, North Carolina, and surrounding Buncombe County, representing virtually every medical specialty. In certain practice specialities, 100 percent of the Asheville area physicians are Mountain Health Care members. The group includes the majority of physicians with admitting privileges at Mission St. Joseph's Hospital, the only hospital available to the general public in Asheville, North Carolina, and surrounding Buncombe County.

Physicians frequently contract with managed care purchasers who provide health care benefits directly to their employees and enrollees. These contracts establish the terms and conditions, including price, under which physicians will provide care to the employees and enrollees of the health care plans offered by managed care purchasers. In order to gain access to managed care purchasers' enrollees, physicians often negotiate rates below their customary fees. As a result of these lower rates, contracts with managed care purchasers may lower the costs of health care for their enrollees. Independent physicians and medical practices compete against each other to offer health care services to managed care purchasers. Each physician or medical group decides whether or not to enter into a contract with a particular managed care purchaser, and independently negotiates the terms of such an agreement. Managed care purchasers are representatives of the ultimate consumers, and higher rates to managed care purchasers lead to higher health care costs for the ultimate consumers.

B. The Violation

The Mountain Health Care joint venture brought together a large group of physicians with the objective of increasing their bargaining power with managed care purchasers; indeed, Mountain Health Care was created by its participating physicians to maximize physician reimbursement in Western North Carolina. The participating physicians authorized Mountain Health Care to represent them in negotiations with managed care purchasers, even though many of the independent physicians and medical practices that make up Mountain Health Care would have competed against each other. To facilitate such negotiations, Mountain Health Care and its participating physicians developed a uniform fee schedule for use in negotiations with managed care purchasers. The fee schedule was developed, in part, by comparing and blending the rates of multiple physicians. Mountain Health Care then adopted the uniform fee schedule that applied to all its members—nearly every physician in Asheville and the surrounding area.

For several years, using the uniform fee schedule, Mountain Health Care has negotiated for its participating physicians with managed care purchasers. Thus, it has acted as a vehicle for collective decisions by its participating physicians on price and other significant terms of dealing. Mountain Health Care has incorporated the fee schedule into contracts with health plans, thereby setting reimbursement rates its various participating physicians would receive from managed care purchasers. Under such contracts that provide access to the Mountain Health Care network of physicians, each competing physician is paid the same amount for the same service.

Mountain Health Care did not engage in any activity that might justify collective agreements on the prices its members would charge for their services. Its participating physicians have not clinically or financially integrated their practices to create significant efficiencies to the benefit of managed care purchasers and their employees and enrollees.

C. The Competitive Effects of the Violation

The agreement on a uniform fee schedule has had anticompetitive results. Through use of the uniform fee schedule, Mountain Health Care has operated as a price-setting organization. Without Mountain Health Care, the participating physicians normally would have competed against each other for managed care purchasers. Instead, the participating physicians authorized Mountain Health Care to negotiate and set common prices and other competitively significant terms with managed care purchasers. Through Mountain Health Care, its participating physicians collectively agreed on prices for services rendered under Mountain Health Care contracts, an agreement in violation of Section 1 of the Sherman Act.

Mountain Health Care's imposition of a uniform fee schedule increased physician reimbursement fees to managed care purchasers throughout Western North Carolina. The physician reimbursement rates that have resulted from Mountain Health Care's negotiations with managed care purchasers are higher than those which would have resulted from individual negotiations with each competing independent physician or medical practice that participates in Mountain Health Care. With the large majority of physicians in Asheville and the surround area as members of Mountain Health Care and adhering to its uniform fee schedule, few, if any, competitive alternatives remained for managed care purchasers. The agreement on a uniform fee schedule, implemented through Mountain Health Care, eliminated meaningful competition for health care services in Asheville and the surrounding area.

III. Explanation of the Proposed Final Judgment

The proposed Final Judgment is designed to end the illegal concerted action alleged in the Complaint by requiring the defendant to dissolve within 120 days. This time period will allow the defendant's customers adequate time to seek alternative means of procuring physician services. This dissolution will reestablish competition below many of the independent participating physicians and medical practices of Mountain Health Care. This competition will benefit the purchasers of physician services by enabling them to negotiate with independent physicians and practice groups and enabling them to negotiate price independently, instead of being forced to pay the fees outlined in Mountain Health Care's uniform fee schedule.

Unless the United States grants an extension of time, Mountain Health Care's dissolution must be completed within one hundred twenty (120) calendar days after the filing of the Final Judgment, or ten (10) days

after notice of entry of the Final Judgment by the Court, whichever is later. The Final Judgment imposes certain obligations on Mountain Health care with respect to facilitating its dissolution, including providing notice to its members and customers.

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 district court to recover three times the damages the person has suffered, as well as the costs of bringing a lawsuit and reasonable attorneys' fees. Entry of the proposed Final Judgment will neither impair nor assist the bringing of any private antitrust damage action.

V. Procedures Available for Modification of the Proposed Final Judgment

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

The APPA provides a period of at least sixty (60) 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 (60) days of the date of publication of this Competitive Impact Statement in the **Federal Register**. The United States will evaluate and respond to the comments. All comments will be given due consideration by the Department of Justice, which remains free to withdraw its consent to the proposed Final Judgment at any time prior to entry. The comments and the response of the United States will be filed with this Court and published in the **Federal Register**. Written comments should be submitted to: Mark J. Botti, Chief, Litigation I Section, Antitrust Division, United States Department of Justice, 1401 H Street, NW., Suite 4000, Washington, DC 20530.

The proposed Final Judgment provides that this Court retains jurisdiction over this action, and the parties may apply to this 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 defendant Mountain Health Care. The United States is satisfied, however, that the dissolution of Mountain Health Care proposed in the Final Judgment will more quickly achieve the primary objective of a trial on the merits—reestablishing competition in the relevant market.

VII. Standard of Review Under the APPA for Proposed Final Judgment

The APPA requires that proposed consent judgments in antitrust cases brought by the United States be subject to a sixty (60) day comment period, after which the court shall determine whether entry of the proposed Final Judgment is ''in the public interest.'' In making that determination, the court *may* consider—

(1) The competitive impact of such judgment, including termination of alleged violations, provisions for enforcement and modification, duration or relief sought, anticipated effects of alternative remedies actually considered, and any other considerations bearing upon the adequacy of such judgment;

(2) The impact of entry of such judgment 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) (emphasis added). As the Court of Appeals for the District of Columbia has held, the APPA permits a court to consider, 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 harm third parties. See *United States* v. *Microsoft Corp.*, 56 F.3d 1448, 1458–62 (DC Cir. 1995).

In conducting this inquiry, ''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.'' [1] Rather, 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 circumstances.[2]

Accordingly, 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, 462–63 (9th Cir. 1988), quoting *United States* v. *Bechtel Corp.*, 648 F.2d 660, 666 (9th Cir.), cert. denied, 454 U.S. 1083 (1981); see also *Microsoft*, 56 F.3d at 1458. Predecent requires that

[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 insuring 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.[3]

The proposed Final Judgment, therefore, should not be reviewed under a standard of whether it is certain to eliminate every anticompetitive effect of a particular practice or whether it mandates certainty of free competition in the future. Court approval of a final judgment requires a standard more flexible and less strict than the standard required for a finding of liability. 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 interests.' '' [4]

Moreover, the court's role under the APPA is limited to reviewing the remedy in relationship to the violations that the United States alleges 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. Since 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,'' if 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 might have but did not pursue. Id.

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: December 18, 2002. Washington, DC

Respectfully submitted,

[1] 119 Cong. Rec. 24,598 (1973). See *United States* v. *Gillette Co.*, 406 F. Supp. 713, 715 (D. Mass. 1975). A ''public interest'' determination can be made properly on the basis of the Competitive Impact Statement and Response to Comments filed pursuant to the APPA. Although the APPA authorizes the use of additional procedures, those procedures are discretionary (15 U.S.C. 16(f)). A court need not invoke any of them unless it believes that the comments have raised significant issues and that further proceedings would aid the court in resolving those issues. See H. R. Rep. No. 93–1463, 93rd Cong. 2d Sess. 8–9 (1974), reprinted in 1974 U.S.C.C.A.N. 6535, 6538.

[2] *United States* v. *Mid-America Dairymen, Inc.*, 1977–1 Trade Cas. (CCH ¶61,508, at 71,980 (W.D. Mo. 1977); see also *United States* v. *Loew's Inc.*, 783 F. Supp. 211, 214 (S.D.N.Y. 1992); *United States* v. *Columbia Artists Mgmt., Inc.*, 662 F. Supp. 865, 870 (S.D.N.Y. 1987).

[3] *United States* v. *Bechtel Corp.*, 648 F.2d at 666 (citations omitted) (emphasis added); see *United States* v. *BNS, Inc.*, 858 F.2d at 463; *United States* v. *National Broadcasting Co.*, 449 F. Supp. 1127, 1143 (C.D. Cal. 1978); *United States* v. *Gillette Co.*, 406 F. Supp. at 716. See also *United States* v. *American Cyanamid Co.*, 719 F.2d 558, 565 (2d Cir. 1983), cert. denied, 465 U.S. 1101 (1984).

[4] *United States* v. *American Tel. & Tel. Co.*, 552 F. Supp. 131, 151 (D.D.C. 1982) (quoting Gillette, 406 F. Supp. at 716), aff'd sub nom. *Maryland* v. *United States*, 460 U.S. 1001 (1983); *United States* v. *Alcan Aluminum, Ltd.*, 605 F. Supp. 619, 622 (W.D. Ky. 1985); *United States* v. *Carrols Dev. Corp.*, 454 F. Supp. 1215, 1222 (N.D.N.Y. 1978).

Mark J. Botti,
Weeun Wang,
David C. Kelly,
Steven R. Brodsky,
Barry L. Creech,
Karl D. Knutsen.
U.S. Department of Justice, Antitrust Division, Litigation I Section, 1401 H Street, NW., Suite 4000, Washington, DC 20530, 202–307–0001.

Certificate of Service

I hereby certify that I served a copy of the foregoing Competitive Impact Statement via First Class United States Mail, this 18th day of December, 2002, on:

For Defendant Mountain Health Care.

Jeri Kumar, Esq.,
D.B & T. Building, Suite 510, Asheville, NC 28801.

I hereby certify that I personally served a copy of the foregoing Competitive Impact Statement, this 18th day of December, 2002, on:

For Defendant Mountain Health Care.

Jeff Miles,
Ober, Kaler, Grimes & Shriver, Suite 5000, 1401 H Street, NW, Washington, DC 20005, (202) 326–5008.

David C. Kelly.

[FR Doc. 03–503 Filed 1–9–03; 8:45 am]

BILLING CODE 4410–11–M

DEPARTMENT OF LABOR

Employment and Training Administration

Proposed Collection; Comment Request

ACTION: Notice.

SUMMARY: The Department of Labor, as part of its continuing effort to reduce paperwork and respondent burden conducts a preclearance consultation program to provide the general public and Federal agencies with an opportunity to comment on proposed and/or continuing collections of information in accordance with the Paperwork Reduction Act of 1995 (PRA95) [44 U.S.C. 3506 (c)(2)(A)]. This program helps to insure that requested data can be provided in the desired format; reporting burden (time and financial resources) is minimized; collection instruments are clearly understood; and the impact of collection on respondents can be properly assessed. Currently, the Employment and Training Administration (ETA) is soliciting comments concerning the proposed new collection of administrative and survey data on the Individual Training Account (ITA) experiment. A copy of the proposed information collection request (ICR) can be obtained by contacting the office listed below in the address section of this notice.

DATES: Written comments must be submitted to the office listed in the addressee section below on or before March 11, 2003.

ADDRESSES: Janet Javar, U.S. Department of Labor, Employment and Training Administration/Office of Policy and Research, Rm. N–5637, 200 Constitution Avenue, NW., Washington, DC 20210, (202) 693–3677 (this is not a toll-free number); *jjavar@doleta.gov;* Fax: (202) 693–2766 (this is not a toll-free number).

SUPPLEMENTARY INFORMATION

I. Background

The Individual Training Account (ITA) experiment is designed to test different approaches to managing customer choice in the administration of Individual Training Accounts (ITAs). Established under the Workforce Investment Act (WIA) of 1998, ITAs are intended to empower U.S. Department of Labor (DOL) customers to choose the training services they need.

WIA allows state and local offices a great deal of flexibility in deciding how much guidance and financial support they will provide to ITA recipients. The ITA experiment will test three approaches that differ widely in both the resources made available to customers and the involvement of local counselors to guide customer choice. The three ITA approaches range from a highly structured model to a pure voucher model:

- In Approach 1, local counselors steer their customers to training that is expected to yield a high return (in the form of increased earnings) relative to the resources invested in training. Moreover, counselors can approve or disapprove customers' program selections and set the value of the ITA to fund approved selections.
- In Approach 2, customers receive a fixed ITA award. Local counselors then help customers select training that seems appropriate and feasible, given customers' skills and their fixed ITA awards and other financial resources they have available to pay for training.
- In Approach 3, customers are offered a fixed ITA award, but they are allowed to choose any state-approved training option and to formulate their program selections independently if they so desire.

Each of the local sites that participates in the study will operate all three of these ITA approaches. Local customers that need training and are determined eligible for an ITA will be randomly assigned to one of the approaches.

The evaluation of the ITA experiment will include two parts. The first part will be an analysis of the implementation and operation of the three ITA approaches. This analysis will be based on data collected during three rounds of visits to the six sites participating in the experiment. During these visits, researchers will examine the implementation and operation of the three ITA approaches from various perspectives, including those of state and local administrators, one-stop counselors, customers, and training providers. The experiment is being conducted in Des Plaines, IL; Charlotte, NC; Atlanta, GA; Phoenix, AZ; Bridgeport, CT; and Jacksonville, FL.

The second component of the evaluation will be an analysis of customer outcomes and the returns on the investment in training.

This analysis will focus on the differences in customer outcomes, such as training choices, employment, and earnings, generated by the three ITA approaches. Data for this analysis will be drawn from Unemployment Insurance (UI) wage records and other administrative records, a computer-based Study Tracking System (STS) developed specifically for the experiment, and a follow-up survey of customers approximately 15 months after random assignment.

II. Review Focus

The Department of Labor is particularly interested in comments which:

- Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;
- Evaluate the accuracy of the agency's estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used;
- Enhance the quality, utility, and clarity of the information to be collected; and
- Minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, *e.g.*, permitting electronic submissions of responses.

III. Current Actions

The data for the analysis of customer outcomes and the returns on the investment in training will come from three primary sources: (1) UI wage