

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;