

STATE OF MAINE  
KENNEBEC, SS

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. CV-99-135

STATE OF MAINE,  
Plaintiff,

v.

MAINE CHIROPRACTIC  
ASSOCIATION, INC., a Maine nonprofit  
corporation with offices in Augusta,  
Kennebec County, Maine,

Defendant.

AMENDED CONSENT DECREE

RECEIVED AND FILED  
KENNEBEC SUPERIOR COURT  
2010 JAN 32 A 8:34  
MARIE LUMBERT  
CLERK OF COURTS

WHEREAS this Amended Consent Decree represents a modification of the original  
Consent Decree entered June 28, 1999; and

WHEREAS Plaintiff State of Maine filed the Complaint herein on June 23, 1999, and  
Plaintiff and Defendant Maine Chiropractic Association ("Association") agreed to the entry of  
the original Consent Decree herein, and have further agreed to the entry of this Amended  
Consent Decree without trial or adjudication of any issue of fact or law raised by the Complaint  
and without any admission by the Defendant with respect to such issues; and

WHEREAS the parties stipulate and agree that modification of the injunctive  
requirements of the original Consent Decree is warranted, and that certain other requirements in  
the original Consent Decree with which the Association has complied or substantially complied  
no longer apply;

FEB 08 2010

NOW THEREFORE, before the taking of 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 and DECREED as follows:

I. JURISDICTION

This Court has jurisdiction over Plaintiff and Defendant and the subject matter of this action. The Complaint resulting in the 1999 Consent Decree stated a claim for relief under 10 M.R.S.A. §§ 1101 and 1104.

II. RELIEF

A. INJUNCTION

1. Except as provided by paragraph II(A)(2) below, Defendant, its agents, employees or other persons acting for it or under its control, are enjoined pursuant to 10 M.R.S.A. § 1104 from:
  - (a) determining any position with respect to the terms and conditions of any contracts or agreements between managed care companies and other payors and chiropractors;
  - (b) disseminating information to its members with respect to the terms and conditions of any contracts or agreements between managed care companies and other payors and chiropractors;
  - (c) negotiating or attempting to negotiate terms and conditions of contracts between managed care organizations and other payors and chiropractors;

- (d) agreeing on the fees, levels of reimbursement or methods of reimbursement by which managed care companies or other payors compensate chiropractors for professional services; and
- (e) refusing to deal or soliciting its members to refuse to deal with any managed care organization or other payor.

Nothing herein prohibits Defendant from engaging in any lawful conduct with respect to any communication to or action before any judicial, legislative or administrative body.

2. Notwithstanding the provisions of paragraph II(A)(1)(a-e):

- (a) Beginning upon the date of the entry of the court's order approving this Amended Consent Decree, the Association may disseminate information to its members with respect to the terms and conditions of contracts between managed care companies and other payors and chiropractors, subject to the following:
  - (i) the Association shall first obtain guidance from an attorney admitted to practice law in the State of Maine as to the application of antitrust law and this Amended Consent Decree to the proposed dissemination;
  - (ii) the Association shall within thirty (30) days of any such dissemination provide to the Plaintiff a copy of the information disseminated; and
  - (iii) the Association shall not advocate a position with respect to the terms and conditions of such contracts to its members.
- (b) Beginning one year after the entry of the court's order approving this Amended Consent Decree, the Association may facilitate payor contracts through a messenger model, subject to the following:

- (i) the Association shall first obtain guidance from an attorney admitted to practice law in the State of Maine as to the application of antitrust law and this Amended Consent Decree to the proposed contracting;
- (ii) the Association shall within thirty (30) days of the commencement of any such contracting activity provide a report to the Plaintiff summarizing the messenger model activities; and
- (iii) the Association shall not advocate a position with respect to the terms and conditions of such contracts to its members.

3. The parties stipulate and agree that the Defendant has substantially complied with the education and training requirements set forth in paragraphs II(A)(2)(a-c) of the original Consent Decree herein.

#### **B. PENALTIES**

The parties stipulate and agree that the Defendant has complied with the requirement in paragraph II(B) of the original Consent Decree herein to pay to the State of Maine a civil penalty in the amount of \$40,000.

#### **C. COSTS**

The parties stipulate and agree that the Defendant has complied with the requirement in paragraph II(C) of the original Consent Decree herein to pay to the State of Maine the amount of \$3,000 for attorney's fees and costs.

### **III. TERMINATION**

If after three years from the entry of this Amended Consent Decree the Attorney General does not object, all provisions and requirements of this Amended Consent Decree shall terminate.

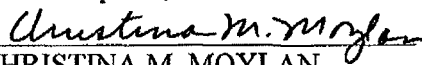
IV. RETENTION OF JURISDICTION

Jurisdiction is retained by the Court for the purpose of enabling any of the parties to this Amended Consent Decree to apply to this Court at any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of the Consent Decree, for modifications of or termination of any of the provisions hereof, and for the enforcement of compliance herewith.

Consented to on behalf of the State of Maine by:

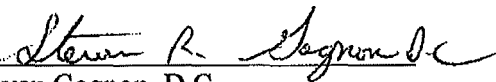
JANET T. MILLS  
Attorney General

Dated: 1-20-10

  
CHRISTINA M. MOYLAN  
Assistant Attorney General  
Department of Attorney General  
6 State House Station  
Augusta, Maine 04333  
(207) 626-8800

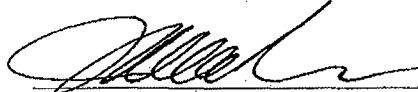
Consented to on behalf of the Maine Chiropractic Association

Dated: 1-25-10

  
Steven Gagnon, D.C.  
President of the Maine Chiropractic Association, Inc.  
Box 7120  
Augusta, Maine 04330

It is ORDERED and DECREED as set forth above. The clerk is directed to incorporate this order in the docket by reference pursuant to Rule 79(a) of the Maine Rules of Civil Procedure.

Dated: 2-3-16

  
\_\_\_\_\_  
JUSTICE, SUPERIOR COURT

STATE OF MAINE  
KENNEBEC, SS

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. CV-99-135

STATE OF MAINE,

Plaintiff,

v.

MAINE CHIROPRACTIC  
ASSOCIATION, INC., a Maine nonprofit  
corporation with offices in Augusta,  
Kennebec County, Maine,

Defendant.

**AMENDED CONSENT DECREE**

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2000 JAN 31 A 8:34  
MICHAEL LUMBERT  
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Consent Decree without trial or adjudication of any issue of fact or law raised by the Complaint  
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requirements of the original Consent Decree is warranted, and that certain other requirements in  
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no longer apply;

NOW THEREFORE, before the taking of 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 and DECREED as follows:

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This Court has jurisdiction over Plaintiff and Defendant and the subject matter of this action. The Complaint resulting in the 1999 Consent Decree stated a claim for relief under 10 M.R.S.A. §§ 1101 and 1104.

II. RELIEF

A. INJUNCTION

1. Except as provided by paragraph II(A)(2) below, Defendant, its agents, employees or other persons acting for it or under its control, are enjoined pursuant to 10 M.R.S.A. § 1104 from:
  - (a) determining any position with respect to the terms and conditions of any contracts or agreements between managed care companies and other payors and chiropractors;
  - (b) disseminating information to its members with respect to the terms and conditions of any contracts or agreements between managed care companies and other payors and chiropractors;
  - (c) negotiating or attempting to negotiate terms and conditions of contracts between managed care organizations and other payors and chiropractors;



- (d) agreeing on the fees, levels of reimbursement or methods of reimbursement by which managed care companies or other payors compensate chiropractors for professional services; and
- (e) refusing to deal or soliciting its members to refuse to deal with any managed care organization or other payor.

Nothing herein prohibits Defendant from engaging in any lawful conduct with respect to any communication to or action before any judicial, legislative or administrative body.

2. Notwithstanding the provisions of paragraph II(A)(1)(a-e):

- (a) Beginning upon the date of the entry of the court's order approving this Amended Consent Decree, the Association may disseminate information to its members with respect to the terms and conditions of contracts between managed care companies and other payors and chiropractors, subject to the following:
  - (i) the Association shall first obtain guidance from an attorney admitted to practice law in the State of Maine as to the application of antitrust law and this Amended Consent Decree to the proposed dissemination;
  - (ii) the Association shall within thirty (30) days of any such dissemination provide to the Plaintiff a copy of the information disseminated; and
  - (iii) the Association shall not advocate a position with respect to the terms and conditions of such contracts to its members.
- (b) Beginning one year after the entry of the court's order approving this Amended Consent Decree, the Association may facilitate payor contracts through a messenger model, subject to the following:

- (i) the Association shall first obtain guidance from an attorney admitted to practice law in the State of Maine as to the application of antitrust law and this Amended Consent Decree to the proposed contracting;
- (ii) the Association shall within thirty (30) days of the commencement of any such contracting activity provide a report to the Plaintiff summarizing the messenger model activities; and
- (iii) the Association shall not advocate a position with respect to the terms and conditions of such contracts to its members.

3. The parties stipulate and agree that the Defendant has substantially complied with the education and training requirements set forth in paragraphs II(A)(2)(a-c) of the original Consent Decree herein.

#### B. PENALTIES

The parties stipulate and agree that the Defendant has complied with the requirement in paragraph II(B) of the original Consent Decree herein to pay to the State of Maine a civil penalty in the amount of \$40,000.

#### C. COSTS

The parties stipulate and agree that the Defendant has complied with the requirement in paragraph II(C) of the original Consent Decree herein to pay to the State of Maine the amount of \$3,000 for attorney's fees and costs.

### III. TERMINATION

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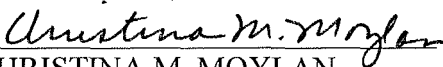
IV. RETENTION OF JURISDICTION

Jurisdiction is retained by the Court for the purpose of enabling any of the parties to this Amended Consent Decree to apply to this Court at any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of the Consent Decree, for modifications of or termination of any of the provisions hereof, and for the enforcement of compliance herewith.

Consented to on behalf of the State of Maine by:


JANET T. MILLS  
Attorney General

Dated: 1-20-10

  
CHRISTINA M. MOYLAN  
Assistant Attorney General  
Department of Attorney General  
6 State House Station  
Augusta, Maine 04333  
(207) 626-8800

Consented to on behalf of the Maine Chiropractic Association

Dated: 1-25-10

  
Steven Gagnon, D.C.  
President of the Maine Chiropractic Association, Inc.  
Box 7120  
Augusta, Maine 04330

It is ORDERED and DECREED as set forth above. The clerk is directed to incorporate this order in the docket by reference pursuant to Rule 79(a) of the Maine Rules of Civil Procedure.

Dated: 2-3-16

  
\_\_\_\_\_  
JUSTICE, SUPERIOR COURT

STATE OF MAINE  
KENNEBEC, ss.

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. *CV99-135*

STATE OF MAINE,

Plaintiff

v.

MAINE CHIROPRACTIC  
ASSOCIATION, INC.,  
a Maine Nonprofit Corporation  
with Offices in Augusta, Kennebec  
County, Maine,

Defendant

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CONSENT DECREE

Plaintiff State of Maine, having filed its Complaint on *June 23*, 1999, and Plaintiff and Defendant Maine Chiropractic Association, Inc. (Association) having consented to the entry of this Consent Decree without trial or adjudication of any issue of fact or law, in and without this Decree constituting any evidence against, or an *file* respect to such issues;

NOW, THEREFORE, before the taking of an or adjudication of any issue of fact or law herein, and upon consent on *these* hereto, it is hereby ORDERED and DECREED as follows:

I. JURISDICTION

This Court has jurisdiction over Plaintiff and Defendant and the subject matter of this action. The Complaint states a claim for relief under 10 M.R.S.A. § 1101 and 1104.

II. RELIEF

A. INJUNCTION

1. Defendant, its agents, employees or other persons acting for it or under its control, is hereby permanently enjoined pursuant to 10 M.R.S.A. § 1104 from:

- (a) determining any position with respect to the terms and conditions of any contracts or agreements between managed care companies and other payors and chiropractors;
- (b) disseminating information to its members with respect to the terms and conditions of contracts between managed care companies and other payors and chiropractors;
- (c) negotiating or attempting to negotiate terms and conditions of contracts between managed care organizations and other payors and chiropractors;
- (d) agreeing on the fees, levels of reimbursement or methods of reimbursement by which managed care companies or other payors compensate chiropractors for professional services; and
- (e) refusing to deal or soliciting its members to refuse to deal with any managed care organization or other payor.

Nothing herein prohibits Defendant from engaging in any lawful conduct with respect to any communication to or action before any judicial, legislative or administrative body.

2. Defendant, its agents, employees or other persons acting for it or under its control is ordered to:

- (a) send each of its members within 30 days after the entry of this Consent Decree a copy of the Complaint and Consent Decree in this matter and a letter describing the content of the Complaint and the provisions of the Consent Decree;
- (b) within 90 days after the entry of this Consent Decree and annually for the following five years send each of its members a brochure describing antitrust laws as they relate to the activities of professional associations and professionals; and
- (c) conduct on a biannual basis for the next six years, antitrust compliance programs for members of the Association.

B. PENALTIES

Defendant Maine Chiropractic Association, Inc. shall pay to the State of Maine a civil penalty in the amount of \$40,000 pursuant to 10 M.R.S.A. § 1104.

C. COSTS

Defendant shall pay to the State of Maine the amount of \$3,000 for State's attorney's fees and costs in this matter pursuant to 10 M.R.S.A. § 1104.

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Consented to on behalf of the State of Maine by:

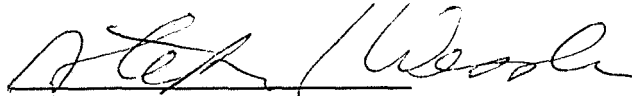
Dated:

6/23/99

Respectfully submitted,

ANDREW KETTERER

Attorney General



STEPHEN L. WESSLER

Assistant Attorney General

Chief, Public Protection Division

Department of the Attorney General

6 State House Station

Augusta, Maine 04333

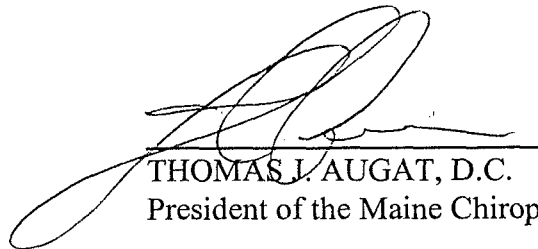
(207) 626-8845

Maine Bar No. 1408

Consented to on behalf of the Maine Chiropractic Association, Inc. by:

Date:

6-22-99



THOMAS J. AUGAT, D.C.

President of the Maine Chiropractic Association,

Inc.

Box 7120

Augusta, Maine 04330

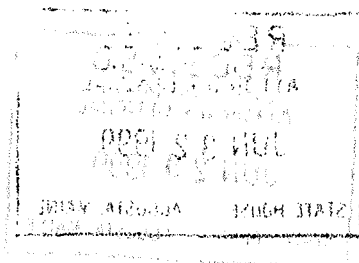
It is ORDERED and DECREED as set forth above.

Dated:

6-25-99



JUSTICE, SUPERIOR COURT





STATE OF MAINE  
KENNEBEC, ss.

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. *C 199-135*

STATE OF MAINE,

Plaintiff

v.

MAINE CHIROPRACTIC  
ASSOCIATION, INC.,  
a Maine Nonprofit Corporation  
with Offices in Augusta, Kennebec  
County, Maine,

Defendant

CONSENT DECREE

Plaintiff State of Maine, having filed its Complaint on *June 23*, 1999, and Plaintiff and Defendant Maine Chiropractic Association, Inc. (Association) having consented to the entry of this Consent Decree without trial or adjudication of any issue of fact or law herein and without this Decree constituting any evidence against, or an admission by, any party with respect to such issues;

NOW, THEREFORE, before the taking of 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 and DECREED as follows:

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- (b) disseminating information to its members with respect to the terms and conditions of contracts between managed care companies and other payors and chiropractors;
- (c) negotiating or attempting to negotiate terms and conditions of contracts between managed care organizations and other payors and chiropractors;
- (d) agreeing on the fees, levels of reimbursement or methods of reimbursement by which managed care companies or other payors compensate chiropractors for professional services; and
- (e) refusing to deal or soliciting its members to refuse to deal with any managed care organization or other payor.

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- (c) conduct on a biannual basis for the next six years, antitrust compliance programs for members of the Association.

B. PENALTIES

Defendant Maine Chiropractic Association, Inc. shall pay to the State of Maine a civil penalty in the amount of \$40,000 pursuant to 10 M.R.S.A. § 1104.

C. COSTS

Defendant shall pay to the State of Maine the amount of \$3,000 for State's attorney's fees and costs in this matter pursuant to 10 M.R.S.A. § 1104.

IV. RETENTION OF JURISDICTION

Jurisdiction is retained by the Court for the purpose of enabling any of the parties to this Consent Decree to apply to this Court at any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of the Consent Decree, for modifications of or termination of any of the provisions hereof, and for the enforcement of compliance herewith.

Consented to on behalf of the State of Maine by:

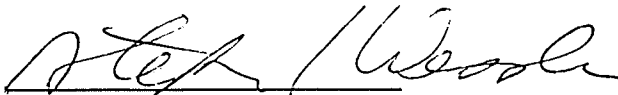
Dated:

6/23/99

Respectfully submitted,

ANDREW KETTERER

Attorney General



STEPHEN L. WESSLER

Assistant Attorney General

Chief, Public Protection Division

Department of the Attorney General

6 State House Station

Augusta, Maine 04333

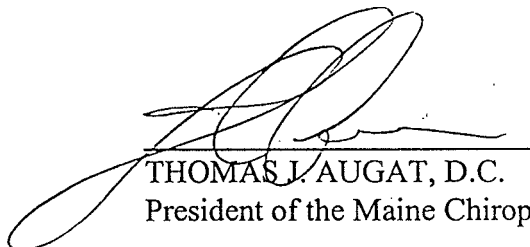
(207) 626-8845

Maine Bar No. 1408

Consented to on behalf of the Maine Chiropractic Association, Inc. by:

Date:

6-22-99



THOMAS L. AUGAT, D.C.

President of the Maine Chiropractic Association,

Inc.

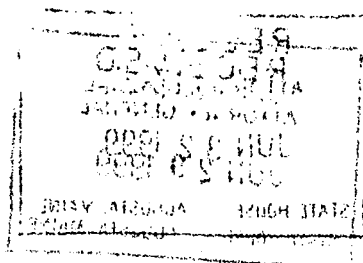
Box 7120

Augusta, Maine 04330

It is ORDERED and DECREED as set forth above.

Dated:

6-26-99

  
JUSTICE, SUPERIOR COURT

STATE OF MAINE  
KENNEBEC, ss.

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO.

STATE OF MAINE,

Plaintiff

v.

MAINE CHIROPRACTIC  
ASSOCIATION, INC.,  
a Maine Nonprofit Corporation  
with Offices in Augusta, Kennebec  
County, Maine,

Defendant

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COMPLAINT  
(Request for Permanent Injunction  
and Civil Penalties)

## I. INTRODUCTION

1. This is an action under Maine's antitrust laws to enjoin Defendant Maine Chiropractic Association, Inc. from combining or conspiring to unreasonably restrain trade by jointly negotiating with managed care companies or other payors or by refusing to deal with managed care companies or payors and to assess civil penalties for such conduct.

## II. JURISDICTION AND PARTIES

2. This Court has jurisdiction over this matter pursuant to 4 M.R.S.A. § 152 and 10 M.R.S.A. § 1104.

3. The State of Maine, by and through its Attorney General, brings this action seeking injunctive relief and civil penalties for the anti-competitive conduct of the Defendant.

4. The Defendant Maine Chiropractic Association, Inc. is a Maine nonprofit corporation with offices in Augusta, Kennebec County, Maine.

### III. FACTS

5. The Maine Chiropractic Association, Inc., at all times relevant to this Complaint, has acted on behalf of and in concert with its members.

6. The Maine Chiropractic Association, Inc. has approximately 160 licensed Maine chiropractors as members. Approximately 210 chiropractors are licensed and actively practicing within the State of Maine.

7. The Maine Chiropractic Association, Inc. engages in a variety of activities and services typical of professional associations, including legislative lobbying, advocacy before administrative agencies, and continuing education for its members.

8. Since early 1998, the Association and its members have engaged in a pattern of conduct with managed care organizations and other players, including, but not limited to:

(a) jointly determining and agreeing on the level and/or method of reimbursement which chiropractors should receive from managed care companies and other payors;

(b) jointly determining and agreeing on the terms and conditions which should be contained in contracts which managed care companies and other payors seek to enter into with chiropractors;

(c) negotiating through the Association, on behalf of and in concert with its members, on matters referred to in paragraphs (a) and (b) above;

(d) jointly agreeing to refuse to deal with managed care companies and other payors which either refuse to negotiate with the Association or which do not accede to the Association's demands; and

(e) organizing, planning and implementing concerted efforts to collectively refuse to deal with managed care companies and other payors which either refuse to negotiate with the Association or which do not accede to the Association's demands.

A. TRIAD Health Care, Inc.

9. TRIAD Health Care, Inc. (TRIAD) is an Iowa corporation owned and controlled by chiropractors. TRIAD has developed a national network of chiropractors to use in contracts for the provision of chiropractor services with employers and third-party payors.

10. In early 1998, TRIAD solicited individual chiropractors in Maine to participate in its national network.

11. In response to TRIAD's efforts the Association through telephone calls and letters negotiated with TRIAD on behalf of its members to increase the fee schedule which TRIAD sought to use to reimburse chiropractors who agreed to participate in its network.

12. On March 2, 1998 the Association sent a letter to TRIAD complaining that TRIAD was "lowering . . . reimbursement fees" and that "the very first fee schedule of TRIAD's that we have seen in Maine is one of the worst fee schedules we have yet encountered in this State."

13. The Association followed up on this letter with further efforts to attempt to convince TRIAD to increase its fee schedule.

B. Tuft's Health Plan

14. Tuft's Health Plan (Tuft's) is a managed care organization with offices in South Portland, Cumberland County, Maine.

15. On March 16, 1998, the Association wrote Tuft's that it's

Reimbursement fees for our services are far below any others we have ever encountered in the State of Maine and are not anywhere in the same ball field as the fees paid by any other insurers or managed care organizations . . . These fees are dangerously low. . . .

16. The Association requested a meeting with Tuft's to discuss the reimbursement and other issues. Tuft's informed the Association that it would not discuss fees at any meeting because of "antitrust" concerns.

17. The Association met with Tuft's in late July of 1998. At that meeting representatives of the Association attempted to negotiate on the reimbursement issues but Tuft's refused to discuss those issues with the Association.

C. MainCare

18. MainCare is a subsidiary of the Maine Employees Mutual Insurance Company (MEMIC), the State's leading Workers Compensation carrier. MainCare negotiates a provider contract with health care professionals who provide services to employees who work for employers insured by MEMIC.

19. In the fall of 1998 the Association attempted to schedule a meeting with MainCare to discuss concerns it had with some of the terms and conditions of the provider contract which MainCare was using with chiropractors. MainCare refused to meet with the Association.

20. In response to MainCare's refusal to meet, the Association on October 28, 1998 sent a notice to all members of the Association identifying "grave concerns regarding the new MainCare contract." The notice concluded with the following:

Please consider waiting to send back your contract until these issues have been addressed or, if you have already sent back the contract, you might



consider asking for it back until these concerns have been addressed to your satisfaction.

D. NYLCare

21. NYLCare Health Plans of Maine, Inc. is a managed care organization with offices in Portland, Cumberland County, Maine.

22. On January 24, 1999, the Association sent a letter to all licensed chiropractors in the State urging chiropractors to reject contracts which were not reasonable or fair. The letter stated that the Association could not "succinctly and directly voice [its] opinions without placing the State Association at risk for antitrust" but then added the following:

What each of you apparently do not see is the fact that, if everyone of us decided to not sign up with insurers or stated to them that we would only sign up if the contract was rewritten in a much more reasonable and fair fashion and that we were reimbursed fairly and adequately, the insurers would have to comply with us. A small or nonexistent panel of chiropractors on their plan would make their product all but unsaleable in today's market.

23. Shortly after the Association sent the letter described in the preceding paragraph, NYLCare sent each chiropractor in the State who was part of the NYLCare network a letter requesting the chiropractors to sign an addendum to their contract which contained a significantly reduced fee schedule.

24. The Association attempted to negotiate with NYLCare on the new fee schedule but NYLCare refused to meet with the Association citing antitrust concerns.

25. On March 22, 1999 the Association sent a letter to all its members addressing the NYLCare addendum. The letter stated:

It has come to our attention that many doctors are upset with the recent letter from . . . NYLCare regarding an addendum to the chiropractic contract that outlines a substantial decrease in reimbursement. . . . It is clear from the hundred-plus calls we have received from [chiropractors] . . . that most doctors are outraged by the suggested fees and do not intend to send in the addendum. [The Association has] been asked repeatedly whether or not . . . doctors should join. [The Association is] not in a position to tell anyone to join or not to join. . . . However . . . it is necessary to state to you that there are obvious concerns that all of us have regarding the addendum to the contract and, again, it appears from all the calls we have received that very few of those individuals are even considering agreeing to these substantively-lowered fees. . . . Please be aware that the [Association] has requested a meeting with principals of NYLCare to try to come to terms regarding their methods and reductions and fees. NYLCare has thus far refused that meeting.

26. The Association followed up on the letter described in the preceding paragraph by instituting a "phone tree" in which members of the Board of Directors of the Association called members who then called other members (until all members were called) urging them not to sign NYLCare's addendum to its provider contract.

27. A significant number of chiropractors, in response to the Association's urgings, refused to sign the addendum.

IV. FIRST CAUSE OF ACTION:  
AGREEMENT ON FEE SCHEDULES AND OTHER CONTRACTUAL PROVISIONS

28. Paragraphs 1 - 27 of this Complaint are incorporated by reference into this First Cause of Action.

29. The Association, in concerted action with its members, engaged in a combination and conspiracy (a) to fix and establish upon positions relating to contracts with payors including, but not limited to, positions on fee schedules and (b) to negotiate or attempt to negotiate with payors on those positions.

30. The Association's actions have had and continue to have the effect of depriving payors of the benefits of free and open competition between the Association and licensed chiropractors within the State.

31. The Association's conduct as described in this First Cause of Action constitutes a contract, combination or conspiracy in an unreasonable restraint of trade in violation of 10 M.R.S.A. § 1101.

V. SECOND CAUSE OF ACTION:  
REFUSALS TO DEAL

32. Paragraphs 1 - 31 of this Complaint are incorporated by reference into this Second Cause of Action.

33. The Association, in concerted action with its members, engaged in a combination and conspiracy to refuse to deal with managed care companies and other payors who either refused to negotiate with the Association on their provider contracts or who refused to accede to the Association's negotiating demands.

34. Defendant's actions have had and continue to have the effect of depriving managed care organizations and other payors of the benefits of free and open competition between payors and chiropractors.

35. Defendant's conduct as described in this Second Cause of Action constitutes a contract, combination or conspiracy in an unreasonable restraint of trade in violation of 10 M.R.S.A. § 1101.

WHEREFORE, Plaintiff State of Maine respectfully requests that this Court:

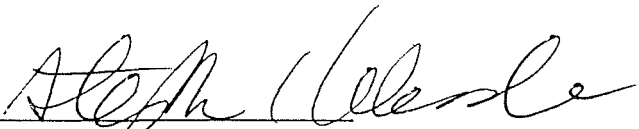
1. Declare that the conduct of Defendant as set forth in this complaint constitutes violations of 10 M.R.S.A. § 1101.
2. Permanently enjoin Defendant, its agents, employees, assigns, members and other persons acting for them or under their control from
  - (a) entering into or continuing in any combination or conspiracy to negotiate on the terms of contracts or any other aspect of the relationship between chiropractors and managed care companies or other payors, and
  - (b) to refuse to deal with managed care companies or other payors.
3. Order the Defendant, pursuant to 10 M.R.S.A. § 1104 to pay a civil penalty for each course of conduct constituting a violation of 10 M.R.S.A. § 1101.
4. Order the Defendant to pay the Department of the Attorney General for the costs of its investigation and its reasonable attorneys fees.

5. Grant such other relief as the Court deems just and proper.

Dated: June 23, 1999

Respectfully submitted,

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