UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
Miami Division

MDL No. 1334
Master File No. 00-1334-MD-MORENO

IN RE: MANAGED CARE LITIGATION

THIS DOCUMENT RELATES TO
PROVIDER TRACK CASES

ORDER GRANTING SUMMARY JUDGMENT AS TO CLAIMS AGAINST PACIFICARE ONLY

Presently before the Court is PacifiCare Health Systems, Inc.'s Motion for Summary Judgment.[1] The Court has examined the motion, PacifiCare's Supplemental Memorandum in Support of Summary Judgment, the responses, the replies, the supporting exhibits, the parties' representations at oral argument, the pertinent portions of the record, and is otherwise fully advised in the premises. For the reasons set forth below, PacifiCare's motion is **GRANTED** as to all remaining claims.

I. Legal Standard

Summary judgment is authorized where there is no genuine issue of material fact. Fed. R. Civ. P. 56(c). The party seeking summary judgment bears the initial burden of demonstrating the absence of a genuine issue of material fact. *Adickes v. S.H. Kress & Co.*, 398 U.S. 144, 157 (1970). The party opposing the motion for summary judgment may not simply rest upon mere allegations or denials of the pleadings; the non-moving party must establish the essential elements of its case on which it will bear the burden of proof at trial. *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986);

[1] As indicated in footnote 2 of the motion, PacifiCare joined in the Defendants' Omnibus Motion for Summary Judgment (D.E. No. 3922), filed on April 22, 2005.

Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574 (1986). The nonmovant must present more than a scintilla of evidence in support of the nonmovant's position. A court must decide "whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 251-52 (1986). A jury must be able reasonably to find for the nonmovant. *Id.* at 252.

II. Conspiracy

Pursuant to this Court's recent orders, no claims based on capitation remain in this case. Accordingly, only fee-for-service claims remain pending against PacifiCare. According to the Plaintiffs, the Defendants have participated in a scheme to defraud doctors through the use of the Defendants' automated claims processing systems.[2] *See* Joint Pretrial Stipulation (D.E. No. 3825) at 2 (Plaintiffs' Statement of the Case). PacifiCare seeks summary judgment on the remaining fee-for-service claims against it. Examining the evidence submitted by the parties and the numerous briefs on the issues, and after hearing oral argument, the Court concludes that the evidence proffered by the Plaintiffs is insufficient to allow a jury to find reasonably that PacifiCare conspired to systematically underpay doctors.

A. Elements of a Civil RICO Conspiracy Claim

According to the Eleventh Circuit, "[a] civil RICO conspiracy claim requires a showing of the existence of a conspiracy, and the commission of an overt act in furtherance of the conspiracy that

[2] For a detailed description of the factual and procedural background of this case, see the Eleventh Circuit's decision affirming in part this Court's initial class certification order, *Klay v. Humana, Inc.*, 382 F.3d 1241 (11th Cir. 2004).

causes injury to the plaintiff." *Beck v. Prupis*, 162 F.3d 1090, 1098 (11th Cir. 1998), *aff'd*, 529 U.S. 494 (2000). Unlike in criminal cases, where the purpose of a conspiracy charge is to punish the agreement itself, the purpose of a conspiracy claim in civil cases is to impute liability. *See id.* at 1099 n.18. Thus, a civil RICO conspiracy claim "allows persons who are responsible for an injury, but did not actually participate in the injury-causing activity, to be held liable." *Id.* at 1099.

"A plaintiff can establish a RICO conspiracy claim in one of two ways: (1) by showing that the defendant agreed to the overall objective of the conspiracy; or (2) by showing that the defendant agreed to commit two predicate acts." *Republic of Panama v. BCCI Holdings (Luxembourg) S.A.*, 119 F.3d 935, 950 (11th Cir. 1997); *see also United States v. Church*, 955 F.2d 688, 694 (11th Cir. 1992). Here, the Plaintiffs allege an "overall objective" conspiracy. *See* Plaintiffs' Response to Defendants' Omnibus Motion for Summary Judgment at 97 (D.E. No. 4076) [hereinafter Plaintiffs' Response]. "The existence of the conspiracy agreement does not have to be proven by direct evidence. Instead, it can be inferred from 'the conduct of the alleged participants or from circumstantial evidence of the scheme.'" *United States v. LeQuire*, 943 F.2d 1554, 1562 (11th Cir.1991) (quoting *United States v. Ard*, 731 F.2d 718, 724 (11th Cir.1984)); *see also Republic of Panama*, 119 F.3d at 950. Here, as the Plaintiffs concede, they have presented "little or no direct evidence of conspiracy" and instead rely on circumstantial evidence of an agreement. Plaintiffs' Response at 95; *see also* Tr. of July 20, 2005 Oral Argument on Summary Judgment at 78-79 [hereinafter Oral Argument]. Regardless of the means, however, proof of the agreement is at the heart of a conspiracy claim. *See, e.g., Cox v. Administrator U.S. Steel & Carnegie*, 17 F.3d 1386, 1410 (11th Cir. 1994); *In re Managed Care Litig.*, 298 F. Supp. 2d 1259, 1281 (S.D. Fla. 2003).

Plaintiffs frequently point to evidence of parallel conduct by defendants in attempting to prove

a conspiratorial agreement by circumstantial evidence. The Eleventh Circuit has provided guidance, in an antitrust context, on the type of circumstantial evidence required to prove an agreement: "To ensure that we do not punish unilateral conduct, however, we require more than mere evidence of parallel conduct by competitors to support an inference of a conspiracy; an agreement is properly inferred from conscious parallelism only when 'plus factors' exist." *Todorov v. DCH Healthcare Auth.*, 921 F.2d 1438, 1456 n.30 (11th Cir. 1991). "Plus factor" evidence is evidence that "tend[s] to exclude the possibility that the defendants merely were engaged in lawful conscious parallelism." *City of Tuscaloosa v. Harcros Chems., Inc.*, 158 F.3d 548, 572 (11th Cir. 1998). Plus factor evidence is often necessary in cases relying on evidence of parallel conduct to prove a conspiratorial agreement because, as the Supreme Court explained in *Matsushita*, "conduct that is as consistent with permissible competition as with illegal conspiracy does not, without more, support even an inference of conspiracy." 475 U.S. at 597 n.21. In other words, "equipoise is not enough to take the case to the jury." *Williamson Oil Co. v. Philip Morris USA*, 346 F.3d 1287, 1310 (11th Cir. 2003).

Numerous courts have applied the instructions from *Matsushita* regarding circumstantial evidence of a conspiracy in non-antitrust cases as well. *See, e.g., Mize v. Jefferson City Bd. of Educ.*, 93 F.3d 739, 743 (11th Cir. 1996) (in a § 1983 case, citing *Matsushita* for the proposition that a court need not permit a case to go to a jury when the inferences upon which the non-movant relies are "implausible."); *Cal. Architectural Bldg. Prods., Inc. v. Franciscan Ceramics, Inc.*, 818 F.2d 1466, 1469-70 (9th Cir. 1987) (applying *Matsushita* to a RICO claim); *see also Williamson Oil Co.*, 346 F.3d at 1302 (noting that *Matsushita* did not create a special standard for antitrust cases). Antitrust cases are particularly instructive in the civil RICO context because, as the Supreme Court has observed, "the civil action provision of RICO was patterned after the Clayton Act." *Agency*

Holding Corp. v. Malley-Duff & Assocs., Inc., 483 U.S. 143, 150 (1987). Moreover, reference to antitrust cases is particularly appropriate here, where the Plaintiffs' claims resemble those in a price-fixing case in many respects. Accordingly, in addition to showing parallel conduct, the Plaintiffs must present some "plus factor" evidence tending to exclude lawful parallel behavior. *See, e.g., United States v. Philip Morris, Inc.*, 116 F. Supp. 2d 116, 127 n.10 (D.D.C. 2000) ("There is no authority stating that parallel conduct alone could give rise to an inference of complicity in a RICO context, when it cannot suffice in an antitrust context.").

B. Plaintiffs Have Submitted Insufficient Evidence that PacifiCare Agreed to the Overall Objective of the Alleged Conspiracy

1. The Overall Objective of the Conspiracy

As discussed above, the Plaintiffs must show that PacifiCare agreed to the overall objective of the conspiracy. Throughout this litigation, however, the Plaintiffs have described the "overall objective" of the conspiracy using various terms, some alleging wrongful objectives and others encompassing innocent conduct. *Compare, e.g.*, Joint Pretrial Stipulation at 19 (in Plaintiffs' issues of fact to be determined at trial, stating: "Whether Defendants and CIGNA knowingly devised or participated in a scheme to defraud doctors of money due for treating patients."), Oral Argument at 77-78 ("focus of this conspiracy [was to] use these computers to cheat doctors"), *with* Plaintiffs' Response at 97 ("overall objective of decreasing physician costs"), Oral Argument at 81 ("common goal . . . was to lower the cost of doing business with these physicians"). Indeed, some of the Plaintiffs' recent descriptions of the alleged conspiracy are so general that they would include much legal conduct, such as innocuous efforts to reduce costs. *See, e.g.*, Plaintiffs' Response to

PacifiCare's Supplemental Memorandum in Support of Summary Judgment at 1-2 (D.E. No. 4521) ("Defendants are involved in a single conspiracy to decrease physician costs[.] . . . Plaintiffs have instead presented evidence of a single conspiracy to reduce physician costs."). By definition, however, managed care systems seek to reduce costs in the delivery of medical care. *See, e.g.*, Stedman's Medical Dictionary (27th ed. 2000) (In defining "managed care," stating: "Managed care organizations typically employ cost-containment measures such as emphasis on preventive medicine, audits of medical records, intensive review of claims, and punitive action against noncompliant providers.").

Despite the recent efforts to redefine the overall objective of the conspiracy, the Plaintiffs' recurring theme throughout this litigation, as stated in the pretrial stipulation, is that the "Defendants have devised and participated in a scheme to defraud doctors by misrepresenting that doctors will be paid for the medically necessary services they render in accordance with CPT coding procedures and by failing to disclose that they have developed and deployed automated claims processing systems to do otherwise." Joint Pretrial Stipulation at 2. In short, as Plaintiffs' counsel noted in oral argument, the Plaintiffs assert that the Defendants agreed to cheat doctors by manipulating the Defendants' computer systems. *See, e.g.*, Oral Argument at 77-78. Thus, to survive summary judgment, the Plaintiffs must proffer evidence such that a jury could reasonably find that PacifiCare agreed to defraud doctors by manipulating claims processing systems.

2. Plaintiffs' Proffered Evidence

In attempting to prove the Defendants' conspiratorial agreement by circumstantial evidence, the Plaintiffs argue that they have presented evidence tending to show that the Defendants: (1) had the opportunity to conspire; (2) engaged in parallel conduct; and (3) did not simply act in parallel

fashion, but acted in concert. *See, e.g.*, Plaintiffs' Response at 97 ("The evidence is clear that Defendants did not simply act in parallel fashion but acted in concert with each other and with other non-parties. Defendants - purported competitors - have constantly met and communicated and have conferred regarding the matters which are at issue in this litigation. Plaintiffs have presented evidence that the Defendants have undertaken the same wrongful conduct and have achieved the same ends."). As discussed below, however, beyond showing that the Defendants had opportunities to conspire, the Plaintiffs have not proffered sufficient evidence for a jury to find reasonably that PacifiCare acted in a parallel manner. Accordingly, the Plaintiffs have not pointed to evidence such that a jury can reasonably find that PacifiCare agreed to participate in the alleged conspiracy.

a. Opportunity to Conspire

The Plaintiffs have submitted evidence only related to the Defendants' opportunities to conspire. With regard to PacifiCare, for example, the Plaintiffs direct the Court to evidence showing that a PacifiCare representative participated in the McKesson advisory committee and that PacifiCare representatives have attended McKesson user conferences. Plaintiffs' Response at 23-25. According to the Plaintiffs, these user conferences "provide[d] the users an opportunity to interact." *Id.* at 24. Further, the Plaintiffs have demonstrated that PacifiCare representatives have attended other meetings and conferences along with representatives of other Defendants. *Id.* at 33-38. The Plaintiffs have also proffered evidence showing that PacifiCare and other Defendants are all customers of Ingenix, a subsidiary of United that collects data related to the usual charges by healthcare providers for the same or similar services. *Id.* at 39-40. Additionally, the Plaintiffs note that PacifiCare collaborated with other Defendants regarding the merger of trade associations and the founding of joint business activities. *Id.* at 41. Finally, the Plaintiffs point out that PacifiCare participated in industry surveys

along with other Defendants. *Id.* at 43.

Viewed in the light most favorable to the Plaintiffs, they have demonstrated that PacifiCare had an opportunity to conspire with the other Defendants. As numerous courts have explained, however, opportunities to conspire alone do not raise an inference of conspiracy. *See, e.g.*, *Williamson Oil Co.*, 346 F.3d at 1319 ("Indeed, the opportunity to fix prices without any showing that appellees actually conspired does not tend to exclude the possibility that they did not avail themselves of such opportunity or, conversely, that they actually did conspire."); *In re Baby Food Antitrust Litigation*, 166 F.3d 112, 126 (3d Cir. 1999) ("[C]ommunications between competitors do not permit an inference of an agreement to fix prices unless 'those communications rise to the level of an agreement, tacit or otherwise.'" (quoting *Alvord-Polk, Inc. v. F. Schumacher & Co.*, 37 F.3d 996, 1013 (3d Cir.1994)); *Capital Imaging Assocs., P.C. v. Mohawk Valley Med. Assocs., Inc.*, 996 F.2d 537, 545 (2d Cir. 1993) ("The mere opportunity to conspire does not by itself support the inference that such an illegal combination actually occurred. A plaintiff must prove the defendants illegally conspired."). Beyond mere opportunities to conspire, the Eleventh Circuit has opined that even the exchange of pricing information among competitors, is, by itself, an insufficient basis upon which to allow an inference of an agreement. *See Amey, Inc. v. Gulf Abstract & Title, Inc.*, 758 F.2d 1486, 1505 (11th Cir. 1985) (price fixing case).

Mere presence at the scene of a transaction or event, or the mere fact that certain persons may have associated with each other and may have assembled together and discussed common aims and interests does not necessarily establish proof of a conspiracy. Therefore, the numerous photographs of meetings and agendas for those meetings, without more, do not prove a conspiracy. In short, the Plaintiffs must show that, in addition to opportunities to conspire, the Defendants actually formed an

illegal agreement.

b. Parallel Conduct

In its supplemental memorandum, PacifiCare argues that the Plaintiffs cannot show that PacifiCare acted in a parallel manner to the other Defendants. In support, PacifiCare points to several pieces of information that it claims set it apart from the other Defendants. First, PacifiCare states that approximately 80% of its business involves capitation, which is no longer part of this case. *See, e.g.*, PacifiCare's Supplemental Memorandum in Support of Summary Judgment at 3-4 (citing Freeman Decl. ¶¶ 13, 19 (D.E. 594)). Second, while PacifiCare does some fee-for-service claims processing, much of that processing is unrelated to the allegations in this case. For example, PacifiCare states that a large portion of its fee-for-service claims processing relates to the federal Medicare program, which requires the use of its own claims processing edits. *Id.* at 4. Third, PacifiCare argues that it did not use ClaimCheck or similar software until 1997, after the conspiracy allegedly commenced. *Id.* at 3-4. Fourth, PacifiCare asserts that the alleged fee-for-service damages against it are less than one fifth of one percent of the total alleged fee-for-service damages. *Id.* at 2, 5. Fifth, PacifiCare argues that the three documents referencing PacifiCare that the Plaintiffs selected in response to the Court's request for the documents most strongly supporting the Plaintiffs' conspiracy claims[3] show, at most, that PacifiCare had opportunities to conspire. *Id.* at 6-8. In total, PacifiCare argues that the evidence shows, at most, that it had opportunities to conspire, but not that it acted in a parallel

[3] At a hearing on June 7, 2005, the Court asked the Plaintiffs to tab, out of the their Appendix to the Plaintiffs' Response to the Defendants' Omnibus Motion for Summary Judgement, the documents most strongly supporting their conspiracy, aiding and abetting, and misrepresentation allegations. *See* Tr. of June 7, 2005 Hearing at pp. 142, 174-76; List of Documents Tabbed in Plaintiffs' Appendix to Plaintiffs' Response to Defendants' Omnibus Motion for Summary Judgment (D.E. No. 4254).

manner in the fee-for-service context, much less that it agreed to participate in a conspiracy.

The Plaintiffs respond to PacifiCare's supplemental memorandum in several ways, but they avoid addressing many of PacifiCare's specific contentions. First, as they did in their original response to the Defendants' Omnibus Motion for Summary Judgment, the Plaintiffs rely largely upon non-specific conclusory statements about the evidence they have submitted. For example, rather than countering many of PacifiCare's specific contentions, the Plaintiffs assert:

- "Plaintiffs have presented evidence from which a jury could infer that Defendants, including PacifiCare, are involved in a single conspiracy to illegally reduce their expenditures for physician services." Plaintiffs' Response to PacifiCare's Supplemental Memorandum in Support of Summary Judgment at 1.
- "Plaintiffs have presented evidence of a single conspiracy with a common objective and each Defendant's involvement in the conspiracy." *Id.* at 2.
- "Plaintiffs have presented substantial evidence that PacfiCare is a member of both conspiracies." *Id.* at 3.
- "The overwhelming evidence of a conspiracy submitted in opposition to summary judgment foreclosed summary judgment." *Id.*
- "PacifiCare has presented no basis for summary judgment or decertification." *Id.* at 7.

Next, ostensibly in support of their position that they have presented sufficient evidence of PacifiCare's involvement in a conspiracy to preclude summary judgment, the Plaintiffs again direct the Court to evidence showing, at most, that PacifiCare had opportunities to conspire. *See, e.g., id.* at 5-6 ("PacifiCare also does not address the significance of its position in McKesson. . . . PacifiCare

is one of McKesson's largest payor customers . . . . PacifiCare also fails to address its attendance at meetings with the CEO's [sic] of other Defendant companies. . . . In addition, PacifiCare fails to either acknowledge or address evidence including PacifiCare's use of United Ingenix products, MedUnite's movement of officers and employees between PacifiCare and other Defendants, and information exchanged during merger and acquisition discussions including during PacifiCare's recent merger with United."). As the Plaintiffs themselves explain their proffered evidence: "Plaintiffs set forth in detail submitted evidence regarding the various McKesson mechanisms for collaboration including advisory committees, user conferences, medical director forums, executive summits, data, surveys, sharing of information and other mechanisms." *Id.* at 4. "Mechanisms for collaboration," however, is just another way of stating "opportunities to conspire."

Similarly, examining the tabbed documents referencing PacifiCare, including the three that PacifiCare cited in its memorandum and the additional documents that the Plaintiffs cited in response, those documents show, at most, that PacifiCare had opportunities to conspire. For example, the documents that PacifiCare cited include:

- A letter from McKesson to PacifiCare employees, dated after the class period, regarding a proposed license renewal for ClaimCheck and expressing that PacifiCare is a valued customer of McKesson as indicated by its position on McKesson's customer advisory committee. *See* Decl. of Chaise Biven in Support of PacifiCare's Supplemental Memorandum in Support of Summary Judgment, Ex. C (M6027571).
- A list of attendees at Schering-Plough's Eleventh Annual Executive Strategic Leadership Conference, including Alan Hoops, former CEO of PacifiCare. *See id.* (WP0015310-12).

- Minutes of a Telephonic Meeting of the Board of Directors of MedUnite Inc., indicating that topics discussed included transactions, financials, and updates on MedUnite special projects, and indicating that William Kidwell of PacifiCare attended the meeting. *See id.* (MED001155-59).

Thus, rather than pointing to evidence of parallel conduct by PacifiCare and the Defendants, these documents show that PacifiCare used McKesson products and that its representatives sometimes interacted with representatives of other Defendants. The additional documents the Plaintiffs highlighted in response similarly tend to show that PacifiCare used McKesson products, that it was a large customer of McKesson, and that PacifiCare representatives attended conferences that representatives of other Defendants also attended. For example, the Plaintiffs direct the Court to:

- A McKesson document related to annual fees for ClaimCheck, indicating that PacifiCare is one of the larger payors. *See* Appendix to Plaintiffs' Response to Defendants' Omnibus Motion for Summary Judgment, Ex. 33 (M0401477).
- An email dated after the close of the class period indicating that McKesson regarded PacifiCare, as well as 24 other companies, as one of its "strategic accounts," and indicating that PacifiCare did not respond regarding plans to utilize "ABC codes." *See id.*, Ex. 17 (M6050519-21).
- The list of attendees at Schering-Plough's Eleventh Annual Executive Strategic Leadership Conference, including Alan Hoops, former CEO of PacifiCare. *See id.*, Ex. 237 (WP0015310-12).

Thus, the documents that the Plaintiffs submitted show an opportunity to conspire, but do not tend to show parallel conduct on the part of PacifiCare, or that PacifiCare agreed to participate in a

conspiracy to use computer systems to cheat doctors.

Finally, apparently conceding that evidence of parallel conduct by PacifiCare in the fee-for-service context is lacking, the Plaintiffs argue for an extremely broad definition of the overall objective of the alleged conspiracy. *See, e.g., id.* at 7 ("Plaintiffs have presented evidence from which a jury can easily infer PacifiCare's agreement to the overall objective of decreasing physician costs as well as PacifiCare's fraudulent scheme toward this end."). Plaintiffs apparently attempt to get around the fact that PacifiCare does most of its business in the capitation context and the fact that they only allege a small fraction of the total fee-for-service damages against PacifiCare. By arguing that the overall objective of the alleged conspiracy was "to reduce expenditures for physician costs," however, the Plaintiffs simply add credence to PacifiCare's argument that there is no evidence of parallel conduct in the fee-for-service context.

In sum, the evidence related to PacifiCare shows, at most, that PacifiCare had an opportunity to conspire with the other Defendants. Plaintiffs have failed, however, to demonstrate that PacifiCare acted in a parallel manner with the other Defendants. Thus, the Court need not determine whether the Plaintiffs have submitted any "plus factor" evidence tending to exclude the possibility of innocent parallel conduct.

III. Aiding and Abetting

To hold a defendant liable for aiding and abetting, a plaintiff must prove: "(1) that the defendant was generally aware of the defendant's role as part of an overall improper activity at the time that he provides the assistance; and (2) that the defendant knowingly and substantially assisted the principal violation." Cox, 17 F.3d at 1410.

> The essence of conspiracy is proof of a conspiratorial agreement while aiding and abetting requires there be a "community of unlawful intent" between the aider and abettor and the principal. While a community of unlawful intent is similar to an agreement, it is not the same. Thus, a defendant may wittingly aid a criminal act and be liable as an aider and abettor, . . . but not be liable for conspiracy, which requires knowledge of and voluntary participation in an agreement to do an illegal act . . . .

United States v. Bright, 630 F.2d 804, 813 (5th Cir. 1980) (citations omitted).

The Defendants argue that, if the Plaintiffs' conspiracy claim fails, then so must their aiding and abetting claims. The Court agrees. The Plaintiffs' only aiding and abetting theory is that the Defendants substantially assisted one another by agreeing to engage in the same fraudulent scheme and conduct. Thus, absent proof of an agreement, Plaintiffs cannot prove that PacifiCare willfully joined with the co-Defendants in a scheme to defraud the doctors.

The Plaintiffs do not address the Defendants' argument and do not point to any evidence in opposition to summary judgment on their aiding and abetting claims. *See* Plaintiffs' Response at 98-99. Instead, the Plaintiffs provide a summary of the law regarding aiding and abetting claims and assert the following: "Plaintiffs have presented evidence from which a jury could infer the Defendants [sic] conspiracy. Plaintiffs have certainly presented evidence from which a jury could infer that Defendants have aided and abetted each other in their scheme." *Id.* at 99. Because the evidence at most shows that PacifiCare had opportunities to conspire, the evidence is insufficient to support a reasonable finding that PacifiCare aided and abetted RICO violations related to the alleged fraudulent scheme.

IV. Conclusion

Because the Plaintiffs have not submitted evidence that would allow a jury to find reasonably

that PacifiCare was part of a conspiracy to underpay doctors or that it aided and abetted the Defendants' alleged RICO violations, summary judgment is GRANTED as to all remaining claims against PacifiCare.

DONE AND ORDERED in Chambers at Miami, Florida, this 31st day of January, 2006.

FEDERICO A. MORENO
UNITED STATES DISTRICT JUDGE

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THE FEBRUARY 8, 2005 SERVICE LIST