360, Kansas City, Kansas 66101; the Region VII Office of the Environmental Protection Agency, 726 Minnesota Avenue, Kansas City, Kansas 66101; and at the Consent Decree Library, 1120 G Street, NW., 4th Floor, Washington, DC 20005, (202) 624–0892. A copy of the proposed Consent Decree may be obtained in person or by mail from the Consent Decree Library, 1120 G Street, NW., 4th Floor, Washington, DC 20005. In requesting a copy please refer to the referenced case and enclose a check in the amount of $*2.75* (25 cents per page reproduction costs), payable to the Consent Decree Library.

Bruce Gelber,

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

[FR Doc. 95–22265 Filed 9–7–95; 8:45 am]

BILLING CODE 4410–01–M

Antitrust Division

United States v. Computer Associates International, Inc. and Legent Corporation; Proposed Final Judgment and Competitive Impact Statement

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)–(h), that a proposed Final Judgment and Competitive Impact Statement have been filed with the United States District Court for the District of Columbia in a civil antitrust case, *United States* v. *Computer Associates International, Inc. and Legent Corporation*, Civil No. 95 CV 1398.

On July 28, 1995, the United States filed a Complaint seeking to enjoin a transaction by which Computer Associates agreed to acquire Legent. Computer Associates is the world's largest independent vendor of computer software for mainframe computers and a leading producer of mainframe computer systems management software. Legent is CA's major competitor in the mainframe computer systems management software business. The Complaint alleged that the proposed acquisition would substantially lessen competition in the sale of VSE tape management software, VSE disk management software, VSE security software, VSE job scheduling software, VSE automated operations software, and cross-platform systems management software in violation of Section 7 of the Clayton Act, 15 U.S.C. 18.

With respect to the five VSE markets, the proposed Final Judgment requires Computer Associates to license Legent's VSE products to a person determined by the United States to have the capabilities and resources needed to use the licenses as a viable and effective competitor. If CA is unable to identify a viable licensee that is satisfactory to the Department of Justice, the Court may appoint a trustee to carry out the licensing. With respect to the cross-platform systems management software market, the proposed Final Judgment forbids CA for five years from taking any action to restrict any other person's access to Peer Logic's key cross-platform systems management technology, called ''PIPES.'' A Competitive Impact Statement filed by the United States describes the Complaint, the proposed Final Judgment, and remedies available to private litigants.

The public is invited to comment to the Justice Department and to the Court. Comments should be addressed to John F. Greaney, Chief, Computers and Finance Section, U.S. Department of Justice, Antitrust Division, 555 4th Street, NW., Room 9901, Washington, DC 20001 (telephone: 202/307–6200). Comments must be received within sixty days.

Copies of the Complaint, proposed Final Judgment, and Competitive Impact Statement are available for inspection in Room 207 of the U.S. Department of Justice, Antitrust Division, 325 7th Street NW., Washington, DC 20530 (telephone: 202/514–2481), and at the Office of the Clerk of the United States District Court for the District of Columbia, 333 Constitution Avenue NW., Washington, DC 20001. Copies of these materials may be obtained upon request and payment of a copying fee.

Constance K. Robinson,

Director of Operations.

In the matter of: United States of America, Plaintiff, v. Computer Associates, International, Inc., and Legent Corporation, Defendants. Civil Action No. 1:95CV01398. Filed: July 28, 1995.

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 District of Columbia.

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. The defendants 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 as though the same were in full force and effect as an order of the Court.

4. In the vent 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: July 27, 1995.

For Plaintiff United States of America.

Joel I. Klein,

Acting Assistant Attorney General.

Lawrence R. Fullerton,

Acting Deputy Assistant Attorney General.

Charles Biggio,

Senior Counsel for Merger Enforcement.

Constance K. Robinson,

Director of Operations.

John F. Greaney,

Chief, Computers and Finance Section.

N. Scott Sacks,

Assistant Chief, Computers and Finance Section.

Kenneth W. Gaul, Weeun Wang, Gilad Y. Ohana, Steven R. Beck, Minaksi Bhatt,

Attorneys, U.S. Department of Justice.

For Defendant Computer Associates International, Inc.

Richard L. Rosen.

For Defendant Legent Corporation.

Randolph H. Elkins.

So Ordered.

United States District Judge

Disclosure Pursuant to Rule 108(k)

Pursuant to Rule 108(k) of the Local Rules of this Court, the following is a list of all individuals entitled to be notified of the entry of the foregoing Stipulation and of the entry of the proposed Final Judgment:

Richard L. Rosen, Esq., Arnold & Porter, 555 Twelfth St., N.W., Washington, D.C. 20004–1202

Counsel for Defendant Computer Associates International, Inc.

Michael H. Byowitz, Esq., Wachtell, Lipton, Rosen & Katz, 51 West 52nd St., New York, NY 10019–6150

Counsel for Defendant Legent Corporation

Kenneth W. Gaul, Esquire, Attorney, Computers & Finance Section, Antitrust Division, U.S. Department of Justice, 555 4th St., N.W., Washington, D.C. 20001
Counsel for Plaintiff the United States

Final Judgment

In the matter of: United States of America, Plaintiff, v. Computer Associates International, Inc., and Legent Corporation, Defendants. Civil Action No. 1:95CV01398. Filed: July 28, 1995.

Whereas, Plaintiff, United States of America, having filed its Complaint herein on July 28, 1995, and Plaintiff and Defendants, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or an admission by any party with respect to any issue of fact or law;

And Whereas, Defendants having agreed to be bound by the provisions of this Final Judgment pending its approval by the Court;

And Whereas, the essence of this Final Judgment being prompt and certain remedial action to ensure that, after the acquisition referred to herein, competition is not substantially lessened in certain product markets for enumerated types of mainframe systems management software;

And Whereas, Defendants having represented to Plaintiff that the licensing and customer election procedures required below can and will be accomplished and that Defendants will later raise no claims of hardship or difficulty as grounds for asking the Court to modify any of the licensing and customer election provisions contained below;

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, adjudged, and decreed as follows:

I. Jurisdiction

This Court has jurisdiction over each of the parties hereto and the subject matter of this action. Venue is proper in this Court. The Complaint states a claim upon which relief may be granted against the Defendants under Section 7 of the Clayton Act, as amended (15 U.S.C. 18).

II. Definitions

A. ''Computer Associates'' means Defendant Computer Associates International, Inc., its successors and assigns, each subsidiary and division thereof, and each officer, director, employee, agent and other person acting for or on behalf of any of them.

B. ''Customer'' means a holder of any current license or maintenance agreement for any subject software product with defendants, regardless where the customer is located.

C. ''Customer Information'' means all information, files, and records maintained by Defendants concerning Customers, including (i) all customer call reports (or portions thereof covering the Subject Software Products); (ii) all pricing information; (iii) all support and maintenance logs; and (iv) all other information maintained by defendants about specific Customers as concerns the Subject Software Products.

D. ''Defendants'' means, collectively or individually as the context requires, Computer Associates and/or Legent.

E. ''Effective Date(s)'' means the later of (i) the date of entry by the Court of this Final Judgment; or (ii) the execution of definitive license agreement(s) as contemplated in Part IV, below.

F. ''Legent'' means Defendant Legent Corporation, its successors and assigns, each subsidiary and division thereof, and each officer, director, employee, agent and other person acting for or on behalf of any of them.

G. ''PIPES'' means the technology developed by Peer Logic, Inc. known as PIPES, PIPES Platform, PIPES Platform Software Developers Kit, and derivative works of any of these products, both in object code and source code forms.

H. ''Subject Software Product'' means each of the following computer programs presently sold by Legent: (i) EPIC/VSE (VSE tape management and disk management); (ii) FAQS/PCS (VSE automated job scheduling); (iii) Alert/VSE and Alert/CICS (VSE security); and (iv) FAQS/ASO for VSE (VSE automated operations). Each Subject Software Product shall include:

1. all source code and object code for the version or versions of the Subject Software Product currently being sold or distributed anywhere in the world, all existing source code and object code for all prior versions of the Subject Software Product previously sold or distributed anywhere in the world, and the most current iterations of source code and object code for all versions of the Subject Software Product under development or developed but not yet being sold or distributed, as of the date of the license(s) entered into pursuant to Part IV, below;

2. all optional modules, add-ons, enhancements and software customization sold or distributed to customers for use with the Subject Software Product;

3. all development tools, development environments, unique programming languages, software patches and other software or intellectual property that are or were used to develop, upgrade, and maintain that Subject Software Product that (i) defendants have the right to license, sub-license or assign, and (ii) that are not generally commercially available;

4. all existing documentation developed for use with any past, present or future version of the Subject Software Product, including all technical or development documentation, all user documentation, and all support documentation and support records, delivered to each licensee in an electronic form acceptable to that licensee.

III. Applicability

A. The provisions of this Final Judgment apply to the Defendants, their successors and assigns, their subsidiaries, affiliates, directors, officers, managers, agents, employees, attorneys and all other persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment by personal service or otherwise. Defendants and each person bound by this Final Judgment shall cooperate in ensuring that the provisions of this Final Judgment are carried out.

B. Defendants shall require, as a condition of the licensing required herein, that the licensee(s) agree to be bound by the provisions of this Final Judgment that apply to such licensee(s).

IV. Licensing

A. Bidding Procedures

Defendants are hereby ordered and directed to grant a nonexclusive, worldwide, irrevocable license for each Subject Software Product, on the terms and in the manner hereinafter stated:

1. Defendants shall, within seven (7) days after execution of the stipulation in this action, retain an independent investment banker to identify and solicit bidders, and to evaluate bids, for each Subject Software Product. The identity of and terms of retention of said investment banker shall be subject to the approval of the Plaintiff, and said investment banker shall be charged with faithfully carrying out the terms of this Final Judgment. In the event that Plaintiff does not approve the investment banker proposed by Defendants, Defendants shall within three (3) days, submit to Plaintiff six (6) alternate investment bankers, with the terms of the proposed retention stated for each. Plaintiff shall have the right to

select from among these six (6) alternatives.

2. The investment banker shall serve at the cost and expense of Defendants, and shall receive compensation based on a fee arrangement providing an additional incentive based solely on the price and terms of the license and the speed with which it is accomplished.

3. The investment banker shall have discretion to solicit bids for license of the Subject Software Products and to otherwise make known, by usual and customary means, the availability for license of the Subject Software Products. Plaintiff and Defendants may provide names of prospective licensees to the investment banker for solicitation, but in no event shall the investment banker be limited to soliciting bids only from persons identified by Plaintiff or Defendants.

4. The investment banker shall provide any person making an inquiry regarding a possible bid for the Subject Software Products with a copy of this Final Judgment, and shall coordinate the furnishing to all bona fide prospective licensees the information and access specified in sub-section IV.A.5, below. The investment banker shall have discretion to establish such pre-bidding and bidding procedures, subject to the approval of Plaintiff, as are reasonably designed to elicit acceptable bids not later than twenty (20) days after the investment banker is retained. The investment banker shall file weekly reports with the parties setting forth the investment banker's efforts to accomplish licensing of the Subject Software Products as contemplated under this Final Judgment, including the name, address, and telephone number of each person who, during the preceding week, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the subject software products, and shall describe in detail each contact with any such person during that period.

5. Defendants shall promptly furnish to all bona fide prospective licensees, subject to customary confidentiality assurances, all information reasonably necessary for pre-bidding due diligence regarding the subject software products, except such information as may be subject to the attorney-client privilege or the attorney work product doctrine. Defendants shall provide such information to the Plaintiff at the same time that such information is made available to any other person. Defendants shall permit prospective licensees of each Subject Software Product to have reasonable access to personnel and to make such reasonable inspection of any Subject Software Product, together with such financial, operational, or other documents and information as may be relevant to the license required by this Final Judgment.

6. Within seven (7) days after the close of bidding, provided for in sub-section IV.A.3 above, the investment banker shall, in consultation with the parties, determine the successful bidder or bidders for each Subject Software Product. No bid may be accepted that contains any provision requiring or permitting continuing royalty payments to Defendants or the reporting to defendants of sales units or revenues of the Subject Software Product by the bidder. Preference may first be given to bids to license all subject software products, then to license multiple Subject Software Products, then to license an individual Subject Software Product.

7. Defendants shall make all reasonable efforts to enter into a definitive agreement for the licensing of each Subject Software Product to the successful bidder or bidders within fourteen (14) days after selection by the investment banker of the successful bidder or bidders. Plaintiff may, in its sole discretion, extend the time period for completion of a definitive licensing agreement for an additional period of time not to exceed thirty (30) days.

8. Unless Plaintiff otherwise consents, licensing of the Subject Software Products shall include such assets and be accomplished in such a way as to satisfy Plaintiff, in its sole discretion, that each Subject Software Product can and will be used by the licensee(s) as part of a viable, ongoing business involving the sale or license of the Subject Software Product to customers, including a demonstration to Plaintiff's satisfaction that (i) the license is for the purpose of competing effectively in the selling of the Subject Software Products to customers; (ii) the licensee has the managerial, operational, technical and financial capability to compete effectively in the selling of the Subject Software Products to customers; and (iii) none of the terms of the any agreement between the licensee and Defendants gives Defendants the ability artificially to raise the licensee's costs, impairs the licensee's ability to innovate the Subject Software Products, impairs the licensee's ability to support customers, or otherwise interferes with the ability of the licensee to compete effectively. Plaintiff may decline to approve a license of a Subject Software Product to any person currently selling any product in the same product market (as alleged in Plaintiff's Complaint).

9. Within one (1) business day following execution of a definitive agreement for the licensing of any or all of the Subject Software Products, Defendants or the trustee, whichever is then responsible for effectuating the license, shall notify Plaintiff of the proposed license. If the trustee is responsible, it shall similarly notify Defendants. The notice shall set forth the details of the proposed transaction and list the name, address, and telephone number of each person not previously identified who offered to, or expressed an interest in or desire to, acquire any ownership interest in any Subject Software Product, together with full details of same. Plaintiff may, at its sole discretion, request additional information concerning the proposed license and the proposed licensee, which Defendants and the proposed licensee shall promptly provide. Plaintiff shall provide prompt written notice to Defendants and the trustee, if there is one, stating whether or not it objects to the proposed licensee. Upon written notice that the Plaintiff does not object to the proposed licensee, a license proposed under this Part IV may be consummated.

B. License Rights

Any license for one or more of the Subject Software Products shall, at minimum, convey the following:

1. the Subject Software Product, as defined herein;

2. the right of the licensee(s) to obtain comprehensive training for its developers and support personnel from Defendants, such that the licensee(s) will be able to maintain, develop and support the Subject Software Product in substantially the same manner as Defendants;

3. the right of the licensee(s) to assign or sub-license substantially all of its rights under the license(s) to another person, or to sub-license for the purpose of creating distributorships or agents of the licensee, *provided however*, that the license may, if Defendants and the licensee(s) so agree, preclude the sub-license of rights to any Subject Software Product on a non-exclusive basis for the purpose of creating additional independent, competing software vendors of a Subject Software Product;

4. for a period of 180 days after the Effective Date, the right of the licensee(s), without interference from Defendants, to solicit, bid for and hire any of Defendants' employees, agents or contractors whose job duties as of the date of the filing by the parties of this Final Judgment relate, in whole or in part, directly to the development of technical support of the subject software

products (hereinafter, the ''Subject Software Product Employees''). To effectuate this right, Defendants shall provide to the licensee(s): (i) the name, address, telephone number, job description, and current compensation of each Subject Software Product Employee; (ii) the right to contact and recruit any or all such persons regarding possible employment; (iii) releases by defendants from any non-compete covenants applicable to any Subject Software Product Employee; and (iv) releases by Defendants from any right under federal, state or other applicable law to claim misappropriation of intellectual property or trade secrets, insofar as such intellectual property or trade secrets relate to the development or support of the Subject Software Products;

5. the right of the licensee to obtain the employment files and records of the Subject Software Product Employees, pursuant to the following procedure: (i) All such employment files and records (or copies thereof), as well as the names, addresses, and telephone numbers of such persons, shall be provided by the Defendants to the investment banker, within five (5) days after the retention of the investment banker; (ii) the investment banker shall contact each Subject Software Product Employee and notify such person, in a form approved in advance by Plaintiff (a) of that person's right to authorize the investment banker or trustee to release that person's employment file or record to any licensee; (b) of the manner in which that person shall provide notice to the investment banker or trustee of its authorization (such as a telephone number that Employee should call); (c) that Defendants will not learn from the investment banker or trustee of the person's authorization to release his or her employment file or record to the licensee; and (d) of the time period in which the person must communicate his or her authorization to the investment banker or trustee; (iii) if a person chooses to authorize the release of his or her employment file or record, the investment banker or trustee shall promptly provide to the licensee(s) that person's employment file or record; and (iv) the investment banker or trustee shall not disclose to Defendants the identity of any person that has chosen to authorize the release of his or her employment file to a licensee(s);

6. for all Customers who elect to transfer their customer relationship for any Subject Software Product to the licensee pursuant to section V, blow: (a) full and complete assignment of all licenses and maintenance contracts for the Subject Software Products so transferred, and (b) full and complete transfer of all Customer Information covering the Subject Software Products so transferred, *provided however* that Defendants may retain Customer Information, but no Customer Information retained by Defendants shall be used for purposes of selling or marketing any Subject Software Product to any Customer who elects, pursuant to Part V herein, to transfer its business relationship to the licensee(s) for any Subject Software Product.

7. for a period of not less than one year after the Effective Date, full and prompt disclosure of all technical updates and problem resolution protocols for the Subject Software Products;

8. for a period of not less than one year after the Effective Date, reasonable (post-license) access during normal business hours to senior members of Defendants' development and support teams for the Subject Software Products to answer questions and provide problem resolution and advice relating to customer support;

9. for a period of not less than one year after the Effective Date, the right of the licensee to refer to the trademarks or trade names of the Subject Software Product for the purpose of representing to Customers and prospective customers that the Subject Software Product was developed by and licensed from Defendants. This subparagraph, however, shall not be construed to grant the licensee any right to market the Subject Software Product under the Defendants' trademarks or trade names.

C. Appointment of Trustee

1. If Defendants have not executed a definitive license or licenses to transfer all Subject Software Products as required by section IV.A, above, within the time specified therein (including any extension granted by Plaintiff pursuant to subsection IV.A.7, above), Defendants shall immediately notify Plaintiff of that fact in writing. Within five (5) calendar days of that date, Plaintiff shall provide Defendants with written notice of the names and qualifications of not more than two (2) nominees for the position of trustee for the required licensing. Defendants shall notify Plaintiff within five (5) calendar days thereafter whether either or both of such nominees are acceptable. If either or both of such nominees are acceptable to Defendants, Plaintiff shall notify the Court of the person upon whom the parties have agreed and the Court shall appoint that person as the trustee. If neither nominee is acceptable to Defendants, they shall furnish to Plaintiff, at the time of Defendant's notification to Plaintiff, written notice of the names and qualifications of not more than two (2) nominees for the position of trustee for the required license. If either or both of such nominees are acceptable to Plaintiff, Plaintiff shall notify the Court of the person upon whom the parties have agreed and the Court shall appoint that person as the trustee. If neither nominee is acceptable to Plaintiff, Plaintiff shall furnish the Court the names and qualifications of its and Defendants' proposed nominees. The Court may hear the parties as to the nominees' qualifications and shall appoint one of the nominees as the trustee.

2. After the trustee's appointment has become effective, only the trustee shall have the right to license the Subject Software Products. The purpose of the trust shall be to create a viable, ongoing business which can compete effectively in the selling of the Subject Software Products. The trustee shall have the power and authority to execute a license or licenses to a person(s) acceptable to Plaintiff at such price and on such terms as are then obtainable upon the best reasonable effort by the trustee, subject to the provisions of sections IV.A and IV.B of this Final Judgment, and shall have such other powers as this Court shall deem appropriate to perform those functions. Defendants shall not object to the licensing of the Subject Software Products by the trustee on any grounds other than the trustee's malfeasance. Any such objection by Defendants must be conveyed in writing to Plaintiff and the trustee within five (5) calendar days after the trustee has notified Defendants of the proposed licensing.

3. The trustee shall serve at the cost and expense of Defendants, shall receive compensation based on a fee arrangement providing an incentive based on the price and terms of the license(s) and the speed with which it is accomplished, and shall serve on such other terms and conditions as the court may prescribe; provided however, that the trustee shall receive no compensation, nor incur any costs or expenses, prior to the effective date of its appointment. The trustee shall account for all monies derived. After approval by the Court of the trustee's accounting, including fees for its services, all remaining monies shall be paid to Defendants and the trust shall then be terminated.

4. Defendants shall take no action to interfere with or impede the trustee's accomplishment of the licensing of the Subject Software Products and shall use their best efforts to assist the trustee in accomplishing the required license(s). The trustee shall have such full and

complete access to the personnel, books, records, and facilities of Defendants' overall businesses as is reasonably necessary to carry out its responsibilities, and Defendants shall develop such financial or other information the trustee deems reasonably necessary to the licensing of the Subject Software Products. The trustee shall have full and complete access to the books and records of the investment banker retained pursuant to Section IV.A, above, relating to the investment banker's (i) attempts to obtain licensing of the Subject Software Products; and (ii) collection of employee files and records and authorizations to release such files and records to licensee(s).

5. After its appointment becomes effective, the trustee shall file weekly reports with the parties and the Court setting forth the trustee's efforts to accomplish licensing of the Subject Software Products as contemplated under this Final Judgment; *provided however,* that to the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. Such reports shall include the name, address, and telephone number of each person who, during the preceding week, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the Subject Software Products, and shall describe in detail each contact with any such person during that period. The trustee shall maintain full records of all efforts made to license the Subject Software Products.

6. Within ninety (90) days after its appointment has become effective, if the trustee has not accomplished the license(s) required to effectuate this Final Judgment, the trustee shall promptly file with the parties and the Court a report setting forth (i) the trustee's efforts to accomplish the required licensing, (ii) the reasons, in the trustee's judgment, why the required license(s) have not been accomplished, and (iii) the trustee's recommendations; *provided however,* that to the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. The parties shall each have the right to be heard and to make additional recommendations consistent with the purpose of the trust. The Court shall thereafter enter such orders as it shall deem appropriate in order to carry out the purpose of the trust, which shall, if necessary, include disposing of any or all assets of the Subject Software Product businesses, including Customer contracts and/or software assets, to such buyers as the Court deems appropriate, or extending the trust and the term of the trustee's appointment.

V. Customer Election

Defendants are hereby ordered and directed to take all measures necessary to effectuate the orderly and fair election and, where applicable, orderly transfer of all customer relationships concerning each Subject Software Product to the licensee of such Subject Software Product in the manner hereinafter stated.

A. Immediately upon execution of a definitive agreement to license any Subject Software Product, all provisions of any customer license or maintenance contract concerning such Subject Software Product that directly or indirectly restrict the Customer's ability to transfer its license or maintenance agreements of any Subject Software Product to the licensee of such Subject Software Product shall be suspended until the completion of the election and transfer process.

B. Within one (1) business day after execution of a definitive agreement or agreements to license the Subject Software Product, Defendants shall provide the investment banker or, if applicable, the trustee, with a complete list of the names, addresses, telephone numbers, and primary contact person of each Customer of each Subject Software Product, together with all licenses or other contracts relating to the Subject Software Products.

C. Within five (5) calendar days after execution of a definitive agreement to license each Subject Software Product, the investment banker or, if applicable, the trustee, shall at Defendants' expense provide all customers with a notification of the right to elect whether to transfer their software license and maintenance contracts for the Subject Software Product to the licensee(s) of the Subject Software Product, such notification to be in a form approved by Plaintiff. Such notification shall include a copy of this Final Judgment, specify the identity of the licensee(s) of the Subject Software Products, specify the procedures to be followed in electing to transfer software licenses and maintenance contracts, and state an address of Plaintiff at which to direct questions or complaints about possible violations of the terms of this Final Judgment. Defendants and the licensee of the Subject Software Product shall have an equal right to enclose marketing or promotional materials with such notification, subject to Plaintiff's advance approval of such materials.

D. Except for the marketing or promotional materials included in the notification pursuant to the preceding subsection, Defendants and the licensee of the Subject Software Product shall not otherwise contact or communicate with any customer so notified regarding the Subject Software Products or the customer's election until after the conclusion of the election period and transfer of all customer relationships to the licensee of each Subject Software Product, except (i) insofar as the customer initiates such contacts; and (ii) as may be necessary for routine technical support. In the event a customer's license or maintenance agreement covering any Subject Software Product shall expire or otherwise be renewable during the election period, the terms of the previous license or contract shall be extended until the conclusion of the election period and transfer of the customer relationship, unless the customer affirmatively terminates the license or contract. Defendants shall not solicit or induce customers to terminate licensees or contracts for the purpose of negotiating successor contracts during the election period.

E. Each Customer shall be permitted thirty (30) days after notification in which to notify the investment banker, or, if applicable, the trustee, of its election as to whether Defendants or the licensee shall have the rights to their software licenses and maintenance contracts for the Subject Software Products. Each Customer shall be given instructions how to notify the investment banker or trustee of its election. At the close of the thirty (30) day period, each Customer that has not communicated its election to the investment banker or, if applicable, the trustee shall be notified by the investment banker or trustee that it has fifteen (15) additional days in which to make an election and that failure to elect within that period shall result in such Customer being allocated either to the Defendants or to the licensee(s). Customers failing to elect by the end of the fifteen (15) day period shall be randomly assigned to defendants or the licensee(s) of the Subject Software Products on a pro rata percentage equal to that of Customers who timely elected.

F. Promptly upon the close of the notification period or the Effective Date, whichever is later, the investment banker or trustee shall notify the parties and the licensee of the Subject Software product of the election of each Customer, whether the Customer affirmatively made an election or was

assigned at random, and provide the licensee with the information specified in subsection V.B, above, relating to each Customer that elected or was assigned to the licensee.

G. Within five (5) business days after receiving notification from the investment banker or trustee identified in the previous Section, Defendants shall transfer to the licensee of the subject software product all Customer Information for each Customer that (i) elected to transfer its license or maintenance agreement; or (ii) was allocated to the licensee(s) pursuant to Section V.E, above.

H. For each Customer that elects to transfer its license or maintenance agreement, or that is allocated to licensee(s) pursuant to Section V.E, above, Defendants shall pay to licensee a pro rata amount of all maintenance fees already paid by such Customer to Defendants to the extent such fees relate to service periods after the date of such assignment. If the maintenance fees were negotiated or calculated as part of a multi-product bundle or package, the payment to licensee(s) shall be calculated by apportioning the maintenance fees among the products subject to the bundle or package in a ratio derived from the prices of each product as stated in Defendants' standard price list or schedule as of the date upon which the maintenance agreement became effective.

I. Upon transfer of all Customer Information, the licensee of the Subject Software Product, or Defendants, as the case may be, shall be deemed to be in full privity of contract with the Customer, and any provisions of the license or maintenance agreements that were suspended pursuant to section V.A. above shall be reinstated for the full remaining term of the contract.

J. Defendants shall not solicit any Customer electing to transfer its customer relationship for any Subject Software Product to the licensee, or that is allocated to the licensee pursuant to section V.E. above, to breach, repudiate, or abrogate the transferred maintenance agreement during the full remaining term of such agreement.

K. In any case where a Customer elects to transfer its customer relationship to the licensee, or is allocated to the licensee pursuant to section V.E. above, for a Subject Software Product covered by a license or maintenance agreement that also covers other products, such election shall apply only in respect of the Subject Software Product, and the license or maintenance agreement shall otherwise remain fully in effect; *provided however* that any continuing license or maintenance obligation shall be reduced by an amount calculated by apportioning the licensing or maintenance fees in a ratio derived from the prices of each product as stated in Defendants' standard price list or schedule as of the ate upon which the license or maintenance agreement became effective.

VI. Preservation of Assets

Until the transfer of the Subject Software Products and customers relationships required by the Final Judgment have been accomplished, Defendants shall take all steps necessary to comply with this Final Judgment and with the Stipulation previously executed by Defendants. Defendants shall take no action that would jeopardize the licensing of any Subject Software Product, shall continue to commit resources, development and support to each Subject Software Product at a level not materially less than that committed prior to the announcement of the subject acquisition, and shall not otherwise jeopardize the commercial viability of any Subject Software Product insofar as rights thereto may be transferable to a licensee of the Subject Software Product.

VII. Cross-Platform Technology

For five years following the entry by the Court of this Final Judgment, Defendants shall take no action, nor assert any right, to restrict Peer Logic, Inc. or any successor or assign of Peer Logic, Inc. from licensing PIPES to any other person, notwithstanding any provisions of any agreement between such defendant and Peer Logic, Inc. to the contrary.

VIII. Compliance Inspection

For the purposes of determining or securing compliance with the Final Judgment and subject to any legally recognized privilege or doctrine, from time to time:

A. Duly authorized representatives of the Department of Justice, upon written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to Defendants made to its principal office, shall be permitted:

1. Access during office hours of Defendants to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of Defendants, who may have counsel present, relating to any matters contained in this Final Judgment; and

2. Subject to the reasonable convenience of Defendants and without restraint or interference from them, to interview or depose officers, employees, and agents of defendants, who may have counsel present, regarding any such matters.

B. Upon the written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division made to Defendants' principal office, Defendants shall submit such written reports, under oath if requested, with respect to the matters 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 a representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the Untied 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 Defendants to Plaintiff, Defendants represent and identify 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 Defendants mark each pertinent page of such material, ''Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure,'' then ten (10) calendar days notice shall be given by Plaintiff to Defendants prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which a defendant is not a party.

IX. Retention of Jurisdiction

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

X. Termination

This Final Judgment will expire on the tenth anniversary of the date of its entry.

XI. Public Interest

Entry of this Final Judgment is in the public interest.

_____
United States District Judge

Dated: _____

In the matter of: United States of America, Plaintiff, v. Computer Associates International, Incorporated, and Legent Corporation, Defendants. Case No. 95 CV 1398 (TPJ). Filed: August 18, 1995. Received: August 18, 1995.

Competitive Impact Statement

The United States, pursuant to Section 2(b) 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 United States filed a civil antitrust Complaint on July 28, 1995, alleging that the acquisition of Legent Corporation (''Legent'') by Computer Associates International, Inc. (''CA'') would violate Section 7 of the Clayton Act, 15 U.S.C. § 18. CA and Legent are among the world's leading suppliers of systems management software for mainframe computers.

The Complaint alleges that the acquisition would eliminate significant competition between CA and Legent in five markets for systems management software used with mainframe computers that work with the VSE operating system: VSE tape management software; VSE disk management software; VSE security software; VSE job scheduling software; and VSE automated operations software. In addition, the Complaint alleges that the transaction would substantially lessen competition in the market for ''cross-platform'' systems management software, used in computer installations where a mainframe computer is linked together with other types of computer ''platforms'' (such as midrange computers or networks of workstations or personal computers). The Complaint seeks adjudication that CA's acquisition of Legent would violate Section 7 of the Clayton Act and preliminary and permanent injunctive relief.

At the same time as the filing of the Complaint, the United States filed a Stipulation and a proposed Final Judgment in settlement of the suit. With respect to each of the five markets for VSE systems management software products, the proposed Final Judgment requires CA to license Legent's products to a person who can and will use the license to compete effectively in the relevant markets. With respect to the market for cross-platform systems management software, the proposed Final Judgment prohibits CA from taking any action to restrict competitors' access to an important technology, called ''PIPES,'' that has been licensed to Legent by a third party, Peer Logic, Inc. (''Peer Logic'').

The United States, CA, and Legent 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 Events Giving Rise to the Alleged Violation

A. The Defendants and the Proposed Transaction

CA is a Delaware corporation with its principal place of business in Islandia, New York. In its fiscal year 1994, CA reported revenues in excess of $2.1 billion. CA produces and markets software for a variety of computers and operating systems, including systems management software for mainframe computers running IBM's VSE operating system. Aside from IBM, which writes the operating system software that run almost all mainframe computers, CA is the largest vendor of the software for IBM and IBM-compatible mainframe computers.

Legent is a Delaware corporation with its principal place of business in Herndon, Virginia, and sells several different types of computer software and related services. In its fiscal year 1994, Legent's total revenues were over $500 million. Like CA, Legent is a leading vendor of systems management software products for mainframe computers.

On May 25, 1995, CA announced that it had entered into a definitive agreement with Legent to purchase all issued and outstanding shares of Legent's common stock through a cash tender offer. This $1.75 billion transaction forms the basis of the government's suit.

B. VSE Systems Management Software

Mainframe computers are the large and powerful computers used by industrial, commercial, educational, and governmental enterprises for large scale data processing applications. Mainframe computers provide unique storage, throughput, and security features and functions that make them superior data processing devices for large corporate and institutional computer users throughout the world.

An operating system is software that controls the operational resources of the computer (including the central processor unit, memory, data storage devices, and other hardware components) and allows ''applications'' software (programs that perform user-directed tasks requested of the computer, such as programs that maintain payroll, inventory, sales, and other business accounts of a company) to run on the computer. The vast majority of the world's mainframe computers run with operating systems developed by IBM, of which one of the most widely used is the VSE operating system.

System management software is used to help manage, control, or enhance the performance of mainframe computers. Some systems management functionality may be incorporated in an operating system. Separate systems management software programs such as the products offered by CA and Legent, however, provide additional functionality that is demanded by mainframe users. These separate systems management programs work in conjunction and generally must be compatible with the computer's operating system.

CA and Legent both produce a wide range of mainframe computer systems management software products for the VSE operating system. They are direct competitors of each other with respect to the following VSE systems management software products: (1) Tape management software, which controls the computer's cataloguing, loading, formatting, and reading of the magnetic tapes used for data storage; (2) disk management software, which performs functions similar to that of tape management with respect to data storage in hard disk drive installations; (3) security management software, used to prevent unauthorized access to computer applications and data; (4) job scheduling software, used to direct the computer to run particular processing operations (called ''jobs'') at particular times or sequences; and (5) automated operations software, used to automate message and error handling and other operations at the computer system console.

Each of the above described VSE systems management software products perform distinct functions for which no reasonable substitute products exist. As to each of the VSE products, even a substantial price increase would not cause their purchasers to begin substituting any other products. Each of the VSE products, therefore, constitutes

a relevant product market in which to assess the competitive effects of CA's acquisition of Legent.

C. Cross-Platform Systems Management Software

''Cross-platform'' refers to different types of computer processor designs or architectures. In addition to mainframe computers, other ''platforms'' are midrange computers, workstations, and PCs, all of which can, in varying degrees, be linked together into integrated multi-platform networks. These networks are also referred to as ''distributed'' computer systems. The integration of mainframe computers into distributed multi-platform systems is a relatively recent development, but is of increasing importance to modern computer installations.

CA and Legent have developed cross-platform systems management software products that allow different platforms that make up a multi-platform network of computers to be efficiently managed from a single point in the network. Customers that require cross-platform systems management products would not turn to other means of systems management in response to a significant increase in prices of such cross-platform systems management software. Cross-platform systems management software therefore constitutes a relevant product market in which to assess the competitive effects of CA's acquisition of Legent.

D. Competition Between CA and Legent

CA and Legent compete against each other for sales of VSE and cross-platform systems management software throughout the United States. They compete with respect to both license royalties they charge users of systems management products, and the flexibility of the license terms they offer. Both firms market their products under licenses that require royalty payments for the right to use the product and payments for maintenance of and upgrades to the products.

Moreover, CA and Legent compete in providing product support and service to their customers. Due to the ''mission critical'' nature of the work done with mainframe computers, users highly value the speed and effectiveness of a vendor's installation, maintenance, and technical support of systems management products. CA and Legent also compete to improve, upgrade, and enhance their systems management products, both in terms of developing products of greater performance or functionality and in terms of products that are easier to install, use, and maintain.

E. Anticompetitive Consequences of the Acquisition

The Complaint alleges that CA's acquisition of Legent would substantially lessen competition and create (or facilitate CA's exercise of) market power in each of the relevant systems management software markets. Each of the relevant markets already is highly concentrated, and the acquisition would substantially increase concentration. In the VSE tape management, VSE disk management, and VSE security markets, CA's acquisition of Legent would make CA the sole supplier. In the VSE job scheduling and VSE automated operations markets, the acquisition would allow CA dominate with post-acquisition market shares of 71 percent and 88 percent respectively. In the cross-platform systems management market, the acquisition would eliminate substantial competition because CA and Legent currently are two of only a few competitors that have to date developed and commercialized the technology necessary to integrate mainframe computers into distributed computing systems.

The Complaint alleges that in each of the relevant markets, the reduction or elimination of competition from CA's acquisition would likely lead to higher prices and lower levels of product quality, service and support, and product innovations and development. The Complaint further alleges that the competitive harm resulting from the proposed acquisition is not likely to be mitigated by possibilities of new entry. For any of the relevant markets, entry would entail expenditures of substantial costs and time for the development of a competitive product that would be acceptable to mainframe customers. Such entry would not be timely, likely, or sufficient in scale to counteract or deter a price increase or a reduction in service or product quality in any of the relevant markets.

III. Explanation of the Proposed Final Judgment

The proposed Final Judgment would preserve competition in each of the relevant systems management software markets in which CA's acquisition of Legent would be anticompetitive. As to each of the five VSE markets, the proposed Final Judgment requires CA to license Legent's products to a person determined by the United States to have the capabilities and resources needed to use the licenses as a viable and effective competitor.

Under the proposed Final Judgment, each of the VSE product licenses will be worldwide and perpetual in scope, granting the licensee full rights and capabilities to produce, market, and support the products, as well as to develop and market new product versions. The proposed Final Judgment provides that licensee with product development and support assistance and expertise—including the right to recruit Legent development and support personnel—that may be needed to compete effectively.

The proposed Final Judgment establishes procedures enabling current Legent customers to choose whether to purchase future support, maintenance and upgrades of the relevant systems management software products from CA or the licensee, without regard to the customers' current contracts with Legent. Five days after a license is finalized, Legent customers will be notified and given up to 45 days to elect to be supplied by CA or by the licensee. Customers who do not make an election will be assigned to CA or to the licensee on a pro rata basis in the same proportion as the customers who did make elections. The proposed Final Judgment provides that the new supplier will have all customer files, service and support records, and other documentation necessary for the new supplier to effectively serve the needs of the customers who elect to be supplied by the licensee.

If CA, with the assistance of an investment banker, is unable to identify a viable licensee that is satisfactory to the Department of Justice, the Court may appoint a trustee to attempt to carry out the licensing. In the event that the licensing provisions of the proposed Final Judgment do not result in the selection and establishment of a viable and effective competitor in a relevant VSE market, the Judgment requires CA to dispose of additional assets, including the complete divestiture of the products and transfer of Legent customer contracts, to accomplish the goal of establishing a viable and effective competitor.

With respect to the cross-platform systems management software market, the proposed Final Judgment forbids CA for five years from taking any action to restrict any other person's access to a key cross-platform systems management technology. This technology, called ''PIPES'' and developed by Peer Logic, consists of communication software technology that, among other things, allows the different operating systems in a cross-platform environment to interact with each other.

Peer Logic has licensed PIPES to Legent, for use with or incorporation into Legent Products. With its

acquisition of Legent, and depending on the interpretation of contractual relationships between Legent and Peer Logic, CA may succeed to Legent's rights to use PIPES. By prohibiting CA from potentially interfering with Peer Logic's licensing of PIPES to others, the proposed Final Judgment makes PIPES available to others who would use the technology in competing in the market for cross-platform systems management software.

The relief sought in the markets of concern in the Complaint has been tailored to maintain the level of competition that existed in those markets prior to the acquisition. With respect to the VSE systems management products, the proposed Final Judgment will establish a firm or firms that will offer consumers proven products and competent support. With respect to cross-platform systems management products, the proposed Final Judgment maintains the availability to third parties of technology that is useful in the development of cross-platform systems management solutions, thereby facilitating the more rapid development of competing products by other firms.

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 court to recover three times the damages the person has suffered, as well as costs and reasonable attorneys' fees. Entry of the proposed Final Judgment will neither impair nor assist the bringing of any private antitrust damage action. Under the provisions of Section 5(a) of the Clayton Act (15 U.S.C. 16(a)), the proposed Final Judgment has no *prima facie* effect in any subsequent private lawsuit that may be brought against defendants.

V. Procedures Available for Modification of the Proposed Final Judgment

The United States and the defendants have stipulated that the proposed Final Judgment may be entered by the Court after compliance with the provisions of the APPA, provided that the United States has not withdrawn its consent. The APPA conditions entry upon the 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 the Court and published in the **Federal Register.**

Written comments should be submitted to: John F. Greaney, Chief, Computers & Finance Section, Antitrust Division, United States Department of Justice, Suite 9901, 555 4th Street NW., Washington, DC 20001.

The proposed Final Judgment provides that the Court retains jurisdiction over this action, and the parties may apply to the 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 of its Complaint against defendants CA and Legent. The United States is satisfied, however, that the licensing and other relief contained in the Final Judgment should maintain viable and effective competition in the relevant VSE and cross-platform systems management software markets that would otherwise be substantially affected by the acquisition. Moreover, in the event that Legent's five VSE products cannot be promptly licensed to a viable competitor, the Court may order complete divestiture of the products. Thus, the Final Judgment will achieve the same benefit to competition that the government could have obtained through litigation, but avoids the time, expense and uncertainty of a full trial on the merits of the government's Complaint.

VII. Determinative Documents

One determinative document within the meaning of the APPA—a July 26, 1995 letter from Sanjay Kumar, CA's President and Chief Operating Officer—was considered by the United States in deciding to consent to the proposed Final Judgment. Mr. Kumar's letter clearly acknowledges that section IV.C.6 of the proposed Final Judgment empowers the Court to order full divestiture of Legent's five VSE products if viable licensee(s) cannot be found. A copy of this document is attached hereto, and will be available for public inspection.

Dated: August 18, 1995.

Respectfully submitted,

Kenneth W. Gaul,

Attorney, Antitrust Division, U.S. Department of Justice.

July 26, 1995.

By Facsimile

Honorable Anne K. Bingaman,
Assistant Attorney General, Antitrust Division, United States Department of Justice, 10th Street & Pennsylvania Avenue NW., Washington, DC 20530

RE: Computer Associates International, Inc./ Legent Corporation

Dear Anne: Pursuant to our conversation of this afternoon, this letter will act as confirmation of Computer Associates' understanding regarding the proposed Consent Decree. We hereby acknowledge that the Decree permits the Court sufficient discretion, if the Court so desires, to dispose of the five VSE software products in question in the event that a suitable licensee or licensees are not found. We understand that such disposition ordered by the Court could include the divestiture of one or more of these five VSE software products.

We remain confident that, with the Department's cooperation, the license mechanism proposed in the Decree will work and satisfy all of your requirements.

Sincerely,

Sanjay Kumar,

President and Chief Operating Officer, Computer Associates International, Inc.

Certificate of Service

The undersigned certifies that he is a paralegal employed by the Antitrust Division of the United States Department of Justice, and is a person of such age and discretion to be competent to serve papers. The undersigned further certifies that on August 13, 1995, he caused true copies of the Competitive Impact Statement of plaintiff, United States, and this Certificate of Service, to be served upon the persons at the place and addresses stated below:

Counsel for Computer Associates

Richard L. Rosen, Esq., Arnold & Porter, 555 12th Street NW., Washington, DC 20004 (by facsimile and by hand delivery)

Counsel for Legent

Michael H. Byowitz, Esq., Wachtell, Lipton, Rosen & Katz, 51 W. 52nd Street, New York, NY 10019 (by facsimile and by overnight courier)

Dated: August 18, 1995.

Joshua Holian,

Paralegal, U.S. Department of Justice, Antitrust Division, Computers & Finance Section.

[FR Doc. 95–22266 Filed 9–7–95; 8:45 am]

BILLING CODE 4410–01–M

DEPARTMENT OF LABOR

Employment Standards Administration

Wage and Hour Division

Minimum Wages for Federal and Federally Assisted Construction, General Wage Determination Decisions

General wage determination decisions of the Secretary of Labor are issued in accordance with applicable law and are based on the information obtained by the Department of Labor from its study of local wage conditions and data made available from other sources. They specify the basic hourly wage rates and fringe benefits which are determined to be prevailing for the described classes of laborers and mechanics employed on construction projects of a similar character and in the localities specified therein.

The determinations in these decisions of prevailing rates and fringe benefits have been made in accordance with 29 CFR Part 1, by authority of the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in 29 CFR Part 1, Appendix, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act. The prevailing rates and fringe benefits determined in these decisions shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

Good cause is hereby found for not utilizing notice and public comment procedure thereon prior to the issuance of these determinations as prescribed in 5 U.S.C. 553 and not providing for delay in the effective date as prescribed in that section, because the necessity to issue current construction industry wage determinations frequently and in large volume causes procedures to be impractical and contrary to the public interest.

General wage determination decisions, and modifications and supersedeas decisions thereto, contain no expiration dates and are effective from their date of notice in the **Federal Register**, or on the date written notice is received by the agency, whichever is earlier. These decisions are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits, notice of which is published herein, and which are contained in the Government Printing Office (GPO) document entitled ''General Wage Determinations Issued Under The Davis-Bacon And Related Acts,'' shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

Any person, organization, or governmental agency having an interest in the rates determined as prevailing is encouraged to submit wage rate and fringe benefit information for consideration by the Department. Further information and self-explanatory forms for the purpose of submitting this data may be obtained by writing to the U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, Division of Wage Determinations, 200 Constitution Avenue, N.W., Room S–3014, Washington, DC 20210.

Modifications to General Wage Determination Decisions

The number of decisions listed in the Government Printing Office document entitled ''General Wage Determinations Issued Under the Davis–Bacon and Related Acts'' being modified are listed by Volume and State. Dates of publication in the **Federal Register** are in parentheses following the decisions being modified.

Volume I

Massachusetts
MA950001 (Feb. 10,1995)
MA950002 (Feb. 10,1995)
MA950003 (Feb. 10,1995)
MA950007 (Feb. 10,1995)
MA950009 (Feb. 10,1995)
MA950010 (Feb. 10,1995)
Maine
ME950013 (Feb. 10,1995)
New Hampshire
NJ950007 (Feb. 10,1995)
New Jersey
NJ950002 (Feb. 10,1995)
NJ950003 (Feb. 10,1995)
New York
NY950008 (Feb. 10,1995)
NY950010 (Feb. 10,1995)
NY950016 (Feb. 10,1995)
NY950017 (Feb. 10,1995)
NY950033 (Feb. 10,1995)
NY950039 (Feb. 10,1995)
NY950041 (Feb. 10,1995)
NY950045 (Feb. 10,1995)
NY950072 (Feb. 10,1995)
Rhode Island
RI950001 (Feb. 10,1995)

Volume II

Pennsylvania
PA950006 (Feb. 10,1995)
PA950007 (Feb. 10,1995)
PA950009 (Feb. 10,1995)
PA950026 (Feb. 10,1995)
PA950030 (Feb. 10,1995)
PA950031 (Feb. 10,1995)
PA950040 (Feb. 10,1995)
PA950042 (Feb. 10,1995)

Volume III

None

Volume IV

Illinois
IL950001 (Feb. 10,1995)
IL950002 (Feb. 10,1995)
IL950004 (Feb. 10,1995)
IL950005 (Feb. 10,1995)
IL950006 (Feb. 10,1995)
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