FOR FURTHER INFORMATION CONTACT:

John K. Rabiej, Chief, Rules Committee Support Office, Administrative Office of the United States Courts, Washington, DC, telephone (202) 273–1820.

Dated: September 29, 1995.

John K. Rabiej,

Chief, Rules Committee Support Office.

[FR Doc. 95–24715 Filed 10–4–95; 8:45 am]

BILLING CODE 2210–01–M

DEPARTMENT OF JUSTICE

Notice of Lodging a Final Judgment by Consent Pursuant to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA)

Notice is hereby given that on September 25, 1995, a proposed consent decree in *United States* v. *Edward Azrael, et al.*, Civ. A. No. WN–89–2898, was lodged with the United States District Court for the District of Maryland. The complaint in this action seeks recovery of costs and injunctive relief under Sections 106 and 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act (''CERCLA''), as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law 99–499, 42 U.S.C. 9606, 9607(a). This action involves the Kane & Lombard Superfund Site located in Baltimore, Maryland.

Under the proposed Consent Decree, AT&T Technologies, Inc.; Anchor Post, Inc.; Armco, Inc.; Baltimore Gas and Electric Company; Beatrice Companies, Inc.; Browning Ferris, Inc.; Canton Company; Canton Railroad Company; Container Corporation of America; General Motors Corporation; Crown Cork and Seal, Inc.; Exxon Corp.; H.M. Holdings, Inc.; International Paper Co.; O'Brien Corporation; the Mayor and City Council of Baltimore; Pori International; Roadway Express Co.; Sweetheart Cup Co.; and Allied Signal have agreed to pay to the United States $5,927,038.90 for reimbursement of past response costs. A group of Defendants has also agreed to undertake the operation and maintenance of the containment/pump & treat system installed at the Site. In return the above listed parties will receive a covenant not to sue and contribution protection for the matters addressed in the Consent Decree. The Decree reserves the right of the United States to recover future response costs and seek further injunctive relief against the settling parties for conditions at the Site that are not known by the United States at the time of entry of this decree.

The Department of Justice will receive comments relating to the proposed consent decree for a period of thirty days from the date of publication of this notice. Comments should be addressed to the Assistant Attorney General of the Environment and Natural Resources Division, Department of Justice, P.O. Box 7611, Ben Franklin Station, Washington, D.C. 20044, and should refer to *United States* v. *Edward Azrael, et al.*, DOJ Reference No. 90–11–2–229.

The proposed consent decree may be examined at the Office of the United States Attorney for the District of Maryland, 101 W. Lombard Street, Eighth Floor, Baltimore, Md. 21201; Region III Office of the Environmental Protection Agency, 841 Chestnut Street, Philadelphia, Pa.; and at the consent Decree Library, 1120 ''G'' Street, N.W., 4th Floor, Washington, D.C. 20005, (202) 624–0892. A copy of the proposed decree may be obtained in person or by mail from the Consent Decree Library at the address listed above. In requesting a copy, please refer to the referenced case and number, and enclose a check in the amount of $140.25 (25 cents per page reproduction costs including appendices), payable to the Consent Decree Library.

Joel M. Gross,

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

[FR Doc. 95–24752 Filed 10–4–95; 8:45 am]

BILLING CODE 4410–01–M

Notice of Lodging of Consent Decree Pursuant to the Resource Conservation and Recovery Act

In accordance with Departmental policy, 28 C.F.R. 50.7, notice is hereby given that a proposed consent decree in *United States* v. *Neville Chemical Company*, Civil Action No. 94–288, was lodged on September 19, 1995, with the United States District Court for the Western District of Pennsylvania. The proposed consent decree would settle an action brought under Section 3008(a) and (g) of the Resource Conservation and Recovery Act of 1976, as amended (''RCRA''), 42 U.S.C. 6928(a) and (g), against the defendant, Neville Chemical Company (''Neville''), for alleged violations of RCRA regulations at Neville's resin and fuel oil distillate manufacturing facility located on Neville Island in the Ohio River, Pittsburgh, Pennsylvania. The claims that would be resolved under the proposed consent decree allege Neville's violations of certain waste management, paperwork and filing requirements for generators of hazardous waste and/or hazardous waste treatment, storage or disposal (TSD) facilities.

The Department of Justice will receive, for a period of thirty (30) days from the date of this publication, comments relating to the proposed consent decree. Comments should be addressed to the Assistant Attorney General for the Environment and Natural Resources Division, Department of Justice, Washington, D.C. 20530, and should refer to *United States* v. *Neville Chemical Company*, DOJ Ref. #90–7–1–689.

The proposed consent decree may be examined at the office of the United States Attorney, 14th Floor, Gulf Tower, 7th Avenue and Grant Street, Pittsburgh, Pennsylvania 15219; the Region III Office of the Environmental Protection Agency, 841 Chestnut Building, Philadelphia, Pennsylvania 19107; and at the Consent Decree Library, 1120 G Street, N.W., 4th Floor, Washington, D.C. 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, N.W., 4th Floor, Washington, D.C. 20005. In requesting a copy please refer to the referenced case and enclose a check in the amount of $4.25 (25 cents per page reproduction costs), payable to the Consent Decree Library.

Bruce S. Gelber,

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

[FR Doc. 95–24753 Filed 10–4–95; 8:45 am]

BILLING CODE 4410–01–M

Antitrust Division

United States v. Lykes Bros. Steamship Co., Inc.; 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, Stipulation, and Competitive Impact Statement have been filed with the United States District Court for the District of Columbia in *United States* v. *Lykes Bros. Steamship Co., Inc.*, Civil No. 95–CV01839 as to Lykes Bros. Steamship Co., Inc.

The Complaint alleges that the defendant and Universal Shippers Association entered into a contract containing an automatic rate differential clause, which required defendant to charge competing shippers of wine and spirits from Europe to the United States rates for ocean transportation services that were at least 5% higher than

Universal's for any lesser volume of cargo. This clause required maintenance of a 5% differential in favor of Universal at all times, thereby placing shippers who compete with Universal at a competitive disadvantage.

The proposed Final Judgment enjoins the defendant from maintaining, agreeing to, or enforcing an automatic rate differential clause in any of its individual contracts, and also requires the defendant to establish an antitrust compliance program.

Public comment on the proposed Final Judgment is invited within the statutory 60-day comment period. Such comments and responses thereto will be published in the Federal Register and filed with the Court. Comments should be directed to Roger W. Fones, Chief, Transportation, Energy and Agriculture Section, Room 9104, U.S. Department of Justice, Antitrust Division, 555 Fourth Street, NW., Washington, DC 20001 (telephone: 202/307–6351).

Rebecca P. Dick,

Deputy Director, Office of Operations, Antitrust Division.

[Civil Action No.: 1:CV01839] Judge Gladys Kessler

United States of America, Plaintiff, v. Lykes Bros. Steamship Co., Inc., Defendant.

Stipulation

It is stipulated by and between the undersigned parties, by their respective attorneys that:

1. The Court has jurisdiction over the subject matter of this action and over each of the parties thereto, and venue of this action is proper in the 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 Defendants and by filing that notice with the Court;

3. In the event Plaintiff withdraws its consent or if the proposed Final Judgment is not entered pursuant to this Stipulation, this Stipulation shall be of no effect whatsoever, and the making of this Stipulation shall be without prejudice to any party in this or in any other proceeding.

This ____ day of September, 1995.

For the Plaintiff, United States of America:

Roger W. Fones,

Chief, Transportation, Energy and Agriculture Section.

Donna N. Kooperstein,

Assistant Chief, Transportation, Energy and Agriculture Section.

Michele B. Felasco,

Attorney, Transportation, Energy and Agriculture Section.

For the Defendant, Lykes Bros. Steamship Co., Inc.:

Andrew K. Macfarlane, Esquire,

Macfarlane Ausley Ferguson & McMullen.

Final Judgment

Plaintiff, United States of America, filed its Complaint on September 26, 1995 United States of America and Lykes Bros. Steamship Co., Inc., by their respective attorneys, have consented to the entry of this final Judgment without trial or adjudication of any issue of fact or law. This Final Judgment shall not be evidence against nor an admission by any party with respect to any issue of fact or law. 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, it is hereby

Ordered, Adjudged, and Decreed, as follows:

I.

Jurisdiction

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

II.

Definitions

As used herein, the term:

(A) ''automatic rate differential clause'' means any provision in a contract that requires the defendant, as an ocean common carrier, to maintain a differential in rates, whether expressed as a percentage or as a specific amount, between rates charged by defendant to the shipper under the contract and rates charged by defendant to any other similarly situated shippers of the same commodities for lesser volumes.

(B) ''contract'' means any contract for the provision of ocean liner transportation services, including a service contract. ''Contract'' does not include any contract for charter services or for ocean common carriage provided at a tariff rate filed pursuant to 46 U.S.C. App. § 1707.

(C) ''conference'' means an association of ocean common carriers permitted, pursuant to an approved or effective agreement, to engage in concerted activity and to utilize a common tariff in accordance with 46 U.S.C. App. § 1701, et seq.

(D) ''conference contract'' means a contract between a conference and a shipper.

(E) ''defendant'' means Lykes Brothers Steamship Co., Inc., each of its predecessors, successors, divisions, and subsidiaries, each other person directly or indirectly, wholly or in part, owned or controlled by it, and each partnership or joint venture to which any of them is a party, and all present and former employees, directors, officers, agents, consultants or other persons acting for or on behalf of any of them.

(F) ''individual contract'' means a contract between a shipper and defendant in its capacity as an individual ocean common carrier and not in its capacity as a conference member.

(G) ''service contract'' means any contract between a shipper and an ocean common carrier or conference in which the shipper makes a commitment to provide a certain minimum quantity of cargo over a fixed time period, and the ocean common carrier or conference commits to a certain rate or rate schedule as well as a defined service level.

(H) ''shipper'' means the owner of cargo transported or the person for whose account the ocean transportation of cargo is provided or the person to whom delivery of cargo is made; ''shipper'' also means any group of shippers, including a shippers' association.

(I) ''shippers' association'' means a group of shippers that consolidates or distributes freight on a nonprofit basis for the members of the group in order to secure carload, truckload, or other volumes rates or service contracts.

III.

Applicability

(A) This Final Judgment applies to the defendant and to each of its subsidiaries, successors, assigns, officers, directors, employees, and agents.

(B) Nothing contained herein shall suggest that any portion of this Final Judgment is or has been created for the benefit of any third party and nothing herein shall be construed to provide any rights to any third party.

IV.

Prohibited Conduct

Defendant is restrained and enjoined from maintaining, adopting, agreeing to,

abiding by, or enforcing an automatic rate differential clause in any individual contract.

V.

Nullification and Limiting Conditions

(A) Nullification

(1) Any automatic rate differential clause in any of defendant's individual contracts shall be null and void by virtue of this Final Judgment. Promptly upon entry of this Final Judgment, defendant shall notify in writing each shipper with whom defendant has an individual contract containing an automatic rate differential clause that this Final Judgment prohibits such clause.

(B) Limiting Conditions

(1) Nothing in this Final Judgment shall affect any conference contracts to which defendant is a party pursuant to defendant's membership in a conference agreement.

(2) Nothing in this Final Judgment shall limit defendant's ability to participate in any conference contract that contains an automatic rate differential clause.

(3) Nothing in this Final Judgment shall prevent defendant from entering a contract to maintain, for any single voyage, a differential in rates between the rates charged by defendant to the shipper under the contract and the rates charged by defendant to another shipper that has contracted for a single shipment on the same voyage.

VI.

Compliance Measures

Defendant is ordered:

(A) To send, promptly upon entry of this Final Judgment, a copy of this Final Judgment to each shipper whose individual contract contains an automatic rate differential clause;

(B) To send a copy of this Final Judgment to each shipper that requests an automatic rate differential clause;

(C) To maintain an antitrust compliance program which shall include the following:

(1) Designating within 30 days of entry of this Final Judgment, an Antitrust Compliance Officer with responsibility for accomplishing the antitrust compliance program and with the purpose of achieving compliance with this Final Judgment. The Antitrust Compliance Officer shall, on a continuing basis, supervise the review of the current and proposed activities of defendant to ensure that it complies with this Final Judgment.

(2) The Antitrust Compliance Officer shall be responsible for accomplishing the following activities:

(a) Distributing copies of this Final Judgment in accordance with Sections VI(A) and VI(B) above; and

(b) Distributing, upon entry of this Final Judgment, a copy of this Final Judgment to all officers and employees with responsibility for negotiating contracts with shippers, overseeing compliance with such contracts, or shipper relations.

(c) Briefing annually defendant's Board of Directors, Executive Committee, officers, and non-clerical employees on this Final Judgment and the antitrust laws.

VII.

Certification

(A) Within 75 days after the entry of this Final Judgment, the defendant shall certify to the plaintiff that it has complied with Sections V and VI(A) above, designated an Antitrust Compliance Officer, and distributed the Final Judgment in accordance with Sections VI(B) and VI(C) above.

(B) For each year of the term of this Final Judgment, the defendant shall file with the plaintiff, on or before the anniversary date of entry of this Final Judgment, a statement as to the fact and manner of its compliance with the provisions of Sections V and VI above.

VIII.

Plaintiff Access

(A) To determine or secure compliance with this Final Judgment and for no other purpose, duly authorized representatives of the plaintiff shall, upon written request of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(1) Access during the defendant's office hours to inspect and copy all documents in the possession or under the control of the defendant, who may have counsel present, relating to any matters contained in this Final Judgment; and

(2) Subject to the reasonable convenience of the defendant and without restraint or interference from it, to interview officers, employees or agents of the defendant, who may have counsel present, regarding such matters.

(B) Upon the written request of the Assistant Attorney General in charge of the Antitrust Division made to the defendant's principal office, the defendant shall submit such written reports, under oath if requested, relating to any matters contained in this Final Judgment as may be reasonably requested, subject to any legally recognized privilege.

(C) No information or documents obtained by the means provided in Section VIII shall be divulged by the plaintiff to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party, 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 the defendant to plaintiff, the defendant represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and defendant marks each pertinent page of such material, ''Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure,'' then 10 days notice shall be given by plaintiff to defendant prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which defendant is not a party.

IX.

Further Elements of the Final Judgment

(A) This Final Judgment shall expire five years from the date of entry, provided that, before the expiration of this Final Judgment, plaintiff, after consultation with defendant, and in plaintiff's sole discretion, may extend the Final Judgment for an additional five years.

(B) Jurisdiction is retained by this Court for the purpose of enabling the parties to this Final Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify or terminate any of its provisions, to enforce compliance, and to punish violations of its provisions.

(C) Entry of this Final Judgment is in the public interest.

Dated:

United States District Judge

Case Number: 1:95CV01839.
Judge: Gladys Kessler.
Deck Type: Antitrust.
Date Stamp: 09/26/95.

Competitive Impact Statement

Pursuant to Section 2(b) of the Antitrust Procedures and Penalties Act,

15 U.S.C. § 16(b)–(h), the United States submits this Competitive Impact Statement relating to the proposed Final Judgment submitted for entry against and with the consent of defendant Lykes Bros. Steamship Co., Inc. (''Lykes'') in this civil proceeding.

I

Nature and Purpose of the Proceeding

On September 26, 1995, the United States filed a civil antitrust Complaint alleging that Lykes Bros. Steamship Co., Inc. (''Lykes'') entered into an agreement with a shippers' association that unreasonably restrains competition by restraining discounting of rates for ocean transportation services in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

On the same date, the United States and Lykes filed a Stipulation by which they consented to the entry of a proposed Final Judgment designed to undo the challenged agreement and prevent any recurrence of such agreements in the future.

Entry of the proposed Final Judgment will terminate this action, except that the Court will retain jurisdiction over the matter for any further proceedings that may be required to interpret, enforce or modify the Judgment or to punish violations of any of its provisions.

II.

Practices Giving Rise to the Alleged Violation

Defendant Lykes is a Louisiana corporation with its principal place of business in Tampa, Florida. Lykes is an ocean common carrier that provides ocean transportation services for cargo worldwide, including services in the North Atlantic trade between the United States and Northern Europe. In 1994, Lykes' vessel operating revenues totaled approximately $625 million.

Prices in the ocean shipping industry are not set in a vigorously competitive market. The ocean shipping industry is comprised of both conference and independent ocean common carriers. A conference is a legal cartel of ocean common carriers; its members receive immunity from the antitrust laws (46 U.S.C. App.§ 1701, *et seq.*, ''1984 Shipping Act'') to agree on prices and engage in other otherwise illegal concerted activity. There are over 15 carriers that serve the North Atlantic trade between the United States and Europe, but the majority of these are members of the Trans-Atlantic Conference Agreement (''TACA''). TACA is a conference that has received antitrust immunity to jointly fix prices and limit capacity in the North Atlantic trade. Their prices are set forth in tariffs filed with the Federal Maritime Commission (''FMC'') and are available to all customers (who are called ''shippers''). Defendant Lykes is not a member of TACA. It operates as an independent carrier in the North Atlantic, offering transportation services to all shippers at tariff prices that it sets independently. In trades with a significant conference, such as the North Atlantic trade, independents as well as the conference possess some degree of market power over freight rates because there are relatively few separate sellers.

Under the 1984 Shipping Act, independent carriers or conferences may enter into service contracts with shippers or shippers' associations. A shippers' association is a group of shippers that consolidates or distributes freight for its members on a nonprofit basis in order to secure volume discounts. In a service contract, a shipper or shippers' association commits to provide a certain minimum quantity of cargo over a fixed period, and the ocean carrier or conference commits to a certain price schedule based on that volume. Service contract prices are typically lower than the tariff prices.[1]

Universal Shippers Association (''Universal'') is a shippers' association composed of member shippers' associations and large independent distillers that ship their own products. Universal accounts for about half of the wine and spirits carried across the North Atlantic. Universal entered into a service contract with Lykes on or about October 26, 1993 (effective through December 31, 1995), for the ocean transportation of wine and spirits from Northern Europe to the United States. The Lykes/Universal contract contained the following ''automatic rate differential clause'':

> Carrier guarantees that rates and charges in this Contract shall at all times be at least 5% lower than any other tariff, Time Volume or other service contract rates for similar commodities at a lesser volume and essentially similar transportation service. As necessary, Carrier shall reduce rates/charges in this Contract as necessary to honor this guarantee, promptly informing the Association and the FMC.

This clause requires Lykes to charge competing shippers or shippers' associations that purchase lesser volumes than Universal a rate that is at least 5% higher than Universal's.

Other shippers and shippers' associations compete with Universal and its members for importing wines and spirits into the United States. Universal's competitors seek to minimize their costs by, *inter alia*, obtaining the lowest possible rates for the ocean transportation of wine and spirits. But the automatic rate differential clause limits Lykes' incentive to offer to Universal's competitors transportation rates as favorable as Lykes could otherwise offer. To comply with the clause, Lykes must either offer these shippers prices that are at least 5% higher than the prices in Universal's service contract, or it must lower Universal's price for *all* of Universal's service contract shipments in order to maintain the 5% differential. The latter is not an attractive alternative for Lykes, given Universal's volume. And in either case, Universal's competitors pay prices 5% higher than Universal—regardless of Lykes' cost of providing them with transportation—which adversely affects their ability to compete with Universal.

Where there are few separate sellers, as is the case here, an automatic rate differential clause in effect places a tax on the buyer's competitors. There is a danger that this tax will protect the buyer from competition from firms whose costs may otherwise be lower than its own, thus erecting barriers to competition. It is the raising of these barriers to competition with Universal, which already has a substantial market presence, that constitutes the unreasonable restraint of trade in this case.

III.

Explanation of the Proposed Final Judgment

The Plaintiff and Lykes have stipulated that the Court may enter the proposed Final Judgment after compliance with the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16(b)–(h). The proposed Final Judgment provides that its entry does not constitute any evidence against or admission of any party concerning any issue of fact or law.

Under the provisions of Section 2(e) of the Antitrust Procedures and Penalties Act 15 U.S.C. § 16(e), the proposed Final Judgment may not be entered unless the Court finds that entry is in the public interest. Section IX(C) of the proposed Final Judgment sets forth such a finding.

[1] Independent carriers and conferences may also enter into service contracts with non-vessel operating common carriers (''NVOCCs''). An NVOCC offers transportation services to shippers but does not operate the vessels. NVOCCs typically consolidate the freight of small shippers and then arrange for carriage of the consolidated freight.

The proposed Final Judgment is designed to eliminate the automatic differential clause from defendant's individual contracts for the provision of ocean liner transportation services with shippers or shippers' associations. Under Section IV of the proposed Final Judgment, Lykes is restrained and enjoined from maintaining, adopting, agreeing to, abiding by, or enforcing an automatic rate differential clause in any contract when acting in its capacity as an independent carrier. Section IX of the proposed Final Judgment provides for an initial term of five years, which the United States in its sole discretion may extend up to five additional years. Section V(A) nullifies any automatic rate differential clauses currently in effect in any of Lykes' contracts as an independent ocean carrier.

The proposed Final Judgment does not affect any contracts of any conference in which Lykes is member, and it does not limit Lykes' ability to participate in any conference contracts that contain such a clause. Section V(B)(1–2).

Section VI of the proposed Final Judgment requires Lykes to send a copy of the Final Judgment to each shipper whose contract with Lykes, as an independent carrier, contains an automatic rate differential clause, and to send a copy of the Final Judgment to any other shipper or shippers' association that requests an automatic rate differential clause. Section VI also obligates Lykes to maintain an antitrust compliance program that meets the obligations specified in Section VI(C). The Final Judgment also contains provisions, in Section VII, obligating Lykes to certify its compliance with specified obligations of Sections V and VI of the Final Judgment. In addition, Section VIII of the Final Judgment sets forth a series of measures by which the plaintiff may have access to information needed to determine or secure Lykes' compliance with the Final Judgment.

The relief in the proposed Final Judgment removes the contractual clause that requires Lykes to place in essence a 5% ''tax'' on the shipping costs of Universal's competitors. It restores to Universal's competitors the ability to compete for the lowest shipping prices.

IV.

Alternative to the Proposed Final Judgment

The alternative to the proposed Final Judgment would be a full trial on the merits of the case. In the view of the Department of Justice, such a trial would involve substantial costs to both the United States and Lykes and is not warranted because the proposed Final Judgment provides relief that will fully remedy the violations of the Sherman Act alleged in the United States' Complaint.

V.

Remedies Available to 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 damage suffered, as well as costs and reasonable attorney's fees. Entry of the proposed Final Judgment will neither impair nor assist in the bringing of such actions. 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 action that may be brought against the defendant in this matter.

VI.

Procedures Available for Modification of the Proposed Final Judgment

As provided by the Antitrust Procedures and Penalties Act, any person believing that the proposed Judgment should be modified may submit written comments to Roger W. Fones, Chief; Transportation, Energy, and Agriculture Section; Department of Justice; Antitrust Division; Judiciary Center Building, Room 9104; 55 Fourth Street, N.W.; Washington, D.C. 20001, within the 60-day period provided by the Act. Comments received, and the Government's responses to them, will be filed with the Court and published in the Federal Register. All comments will be given due consideration by the Department of Justice, which remains free, pursuant to Paragraph 2 of the Stipulation, to withdraw its consent to the proposed Final Judgment at any time before its entry if the Department should determine that some modification of the Judgment is warranted in the public interests. The proposed Judgment itself provides that the Court will retain jurisdiction over this action, and that the parties may apply to the Court for such orders as may be necessary or appropriate for the modification, interpretation, or enforcement of the Judgment.

VII.

Determinative Documents

No materials and documents of the type described in Section 2(b) of the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b), were considered in formulating the proposed Judgment, consequently, none are filed herewith.

Dated: September 26, 1995.

Respectfully submitted,

Michele B. Felasco,

Attorney, Antitrust Division, Department of Justice.

[FR Doc. 95–24750 Filed 10–4–95; 8:45 am]

BILLING CODE 4410–01–M

DEPARTMENT OF LABOR

Employment and Training Administration

[TA–W–29,639]

Gould Shawmut a/k/a Gould Electronics, Inc. Marble Falls, Texas; Amended Certification Regarding Eligibility To Apply for Worker Adjustment Assistance

In accordance with Section 223 of the Trade Act of 1974 (19 U.S.C. 2273) the Department of Labor issued a Notice of Certification Regarding Eligibility to Apply for Worker Adjustment Assistance on May 26, 1994, applicable to workers of the subject firm. The certification was amended on August 4, 1995 to reflect a corporate name change. The amended notice was published in the Federal Register on August 16, 1995 (60 FR 30618).

At the request of State Agency, the Department is expanding coverage of the certification to include all workers at the Marble Falls location. The workers produce electronic components. New findings show that worker layoffs were not limited to the fuseholder production line.

The intent of the Department's certification is to include all workers of Gould Shawmut in Marble Falls, Texas who were affected by increased imports.

The amended notice applicable to TA–W–29,639 is hereby issued as follows:

All workers of Gould Shawmut, a/k/a Gould Electronics, Inc., Marble Falls, Texas who became totally or partially separated from employment on or after October 1, 1993, are eligible to apply for adjustment assistance under Section 223 of the Trade Act of 1974.

Signed at Washington, D.C. this 22nd day of September 1995.

Victor J. Trunzo,

Program Manager, Policy and Reemployment Services, Office of Trade Adjustment Assistance.

[FR Doc. 95–24769 Filed 10–4–95; 8:45 am]

BILLING CODE 4510–30–M