applicant and the cognizant federal agency must accompany the budget.

Note: Program budgets must include the travel, lodging and other expenses necessary for not more than two program staff members to attend the mandatory OSC grantee training (2 days) that will be held in Washington, DC by the end of September 2006.

8. Copies of resumes of the professional staff proposed in the budget.

Application forms may be obtained by writing or telephoning: U.S. Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration Related Unfair Employment Practices, 950 Pennsylvania Avenue, NW., Washington, DC 20530. Tel. (202) 616–5594, or (202) 616–5525 (TDD for the hearing impaired). This announcement and the required forms will also appear on the World Wide Web at: *http://www.usdoj.gov/crt/osc.* In order to facilitate handling, please do not use covers, binders or tabs.

Dated: February 16, 2006.

Katherine A. Baldwin,

Deputy Special Counsel for Immigration-Related Unfair Employment Practices.

[FR Doc. 06–1736 Filed 2–23–06; 8:45 am]

BILLING CODE 7020–02–P

DEPARTMENT OF JUSTICE

Notice of Lodging of Settlement Agreement Under the Comprehensive Environmental Response, Compensation and Liability Act

Under 28 CFR 50.7, notice is hereby given that on February 10, 2006, a proposed settlement agreement in *In re Imperial Home Decor Group, Inc., et al.,* Case No. 00–19 (Bktcy Del.), was lodged with the United States Bankruptcy Court for the District of Delaware.

The settlement agreement resolves the United States' proof of claim in the Chapter 11 reorganization of Imperial Home Decor Group, Inc. and its affiliates (''Debtors''). The United States' proof of claim sought recovery of cleanup costs pursuant to Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9607(a), at the SRS Superfund Site in Southington, Connecticut (''Site''). Predecessors of Debtors allegedly arranged for the treatment or disposal of hazardous substances at the Site. The settlement provides for the United States to have an allowed unsecured claim of $919,705. The claim will be paid in the ordinary course of the bankruptcy proceeding.

The Department of Justice will receive for a period of thirty (30) days from the date of this publication comments relating to the settlement agreement. Comments should be addressed to the Assistant Attorney General, Environment and Natural Resources Division, P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044–7611, and should refer to *In re Imperial Home Decor Group, Inc., et al.,* D.J. No. 90–7–1–23/1.

The settlement agreement may be examined at the Office of the United States Attorney, Nemours Building, 1007 Orange Street, Suite 700, Wilmington, DE 19801, and at the Region I Office of the U.S. Environmental Protection Agency, One Congress Street, Suite 1100, Boston, MA 02114. During the public comment period, the settlement agreement also may be examined on the following Department of Justice Web site, *http://www.usdoj.gov/enrd/open.html.* A copy of the settlement agreement may also be obtained by mail from the Consent Decree Library, P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044–7611 or by faxing or e-mailing a request to Tonia Fleetwood (*tonia.fleetwoor@usdoj.gov*), fax no. (202) 514–0097, phone confirmation number (202) 514–1547. In requesting a copy from the Consent Decree Library, please enclose a check in the amount of $1.00 (25 cents per page reproduction cost) payable to the U.S. Treasury.

Ronald G. Gluck,

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

[FR Doc. 06–1700 Filed 2–23–06; 8:45 am]

BILLING CODE 4410–15–M

DEPARTMENT OF JUSTICE

Notice of Lodging of Consent Decree Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act

In accordance with Departmental policy, 28 CFR 50.7, notice is hereby given that a proposed consent decree in *United States* v. *Ryder System, Inc.,* Civil Action No. C06–5072RJB, was lodged on February 8, 2006, with the United States District Court for the Western District of Washington. The consent decree requires defendant Ryder System, Inc. to compensate natural resources trustees for natural resource damages in Commencement Bay, Washington, resulting from releases of hazardous substances. The trustees are the State of Washington, the Puyallup Tribe of Indians, the Muckleshoot Indian Tribe, the National Oceanic and Atmospheric Administration of the United States Department of Commerce, and the United States Department of the Interior. Under the consent decree, defendant will pay $25,838.61 for natural resource damages and assessment costs.

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, DC 20530, and should refer to *United States* v. *Ryder System, Inc.,* DOJ Ref. #90–11–2–1049/5.

The proposed consent decree may be examined at the office of the United States Attorney, 601 Union Street, Seattle, WA 98101. During the public comment period, the Consent Decree may be examined on the following Department of Justice Web site: *http://www.usdoj.gov/enrd/open.html,* and at the Consent Decree Library, PO Box 7611, U.S. Department of Justice, Washington, DC 20044–7611 or by faxing a request to Tonia Fleetwood, fax no. (202) 514–0097, phone confirmation number (202) 514–1547. In requesting a copy please refer to the referenced case and enclose a check in the amount of $7.75 (25 cents per page reproduction costs), payable to the U.S. Treasury.

Robert E. Maher, Jr.,

Ass't Chief, Environmental Enforcement Section, Environment and Natural Resources Division.

[FR Doc. 06–1698 Filed 2–23–06; 8:45 am]

BILLING CODE 4410–15–M

DEPARTMENT OF JUSTICE

Antitrust Division

[Civil Action No. 2:06–0091]

United States v. Charleston Area Medical Center, Inc.; Complaint, 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) through (h), that a proposed Final Judgment, Stipulation, and Competitive Impact Statement have been filed with the United States District Court for the Southern District of West Virginia in *United States* v. *Charleston Area Medical Center, Inc.,* Civil Case No. 2:06–0091. On February 6, 2006, the United States filed a

Complaint alleging that, on April 17, 2002, Charleston Area Medical Center, Inc. (CAMC) entered into an agreement with HCA Inc. (HCA) that prevented HCA from developing a cardiac-surgery program in Raleigh County, West Virginia, in violation of Section One of the Sherman Act, 15 U.S.C. 1. The Complaint alleges that the agreement unreasonably restrained competition by effectively ensuring that no hospital in Raleigh County, West Virginia, would compete with CAMC to provide cardiac-surgery services. The proposed Final Judgment filed with the Complaint annuls the anticompetitive agreement and prohibits CAMC from entering into other agreements that allocate any cardiac-surgery service, market, territory, or customer. In addition, the proposed consent decree prevents CAMC from entering into any agreement that prohibits or restricts a healthcare facility from developing cardiac-surgery services unless CAMC receives the prior approval of the United States.

Copies of the Complaint, proposed Final Judgment, and Competitive Impact Statement are available for inspection at the Department of Justice, Antitrust Division, 325 7th Street, NW., Room 215, Washington, DC 20530 (telephone: 202/514–2481), on the Department of Justice's Web site at *http://www.usdoj.gov/atr,* and at the Office of the Clerk of the United States District Court for the Southern District of West Virginia, 300 Virginia Street E., Charleston, WV 25301.

Public comment is invited within 60 days of the date of this notice. Such comments, and responses thereto, will be published in the **Federal Register** and filed with the Court. Comments should be directed to Mark J. Botti, Chief, Litigation I Section, Antitrust Division, U.S. Department of Justice, 1401 H Street, NW., Suite 4000, Washington, DC 20530 (telephone: 202/307–0001).

Dorothy B. Fountain,

Deputy Director of Operations, Antitrust Division.

Complaint

The United States of America, by its attorneys and acting under the direction of the Attorney General of the United States, brings this civil antitrust action to obtain equitable relief against Defendant Charleston Area Medical Center, Inc. (CAMC). The United States alleges as follows:

I. Introduction

1. CAMC operates the largest cardiac-surgery program in West Virginia, the sixth largest such program in the United States, through facilities located in the city of Charleston, Kanawha County, West Virginia. At all times relevant to the matters alleged in this complaint, HCA Inc. (HCA) owned and operated Raleigh General Hospital (Raleigh General), located in the city of Beckley, Raleigh County, West Virginia. Raleigh General is located about 55 miles south of CAMC's cardiac-surgery facilities.

2. In an April 17, 2002 memorandum of understanding (the CAMC–HCA MOU), CAMC persuaded HCA to agree not to develop a competing cardiac-surgery program at Raleigh General. The CAMC–HCA MOU unreasonably restrained competition to the detriment of consumers by effectively ensuring that one of the most significant potential competitors in southern West Virginia would not compete with CAMC to provide cardiac-surgery services. The United States, through this suit, asks this court to enjoin the defendant from enforcing the anticompetitive provisions of the CAMC–HCA MOU and taking other actions that would restrain competition and injure consumers in violation of Section 1 of the Sherman Act, 15 U.S.C. 1.

II. Defendant

3. Charleston Area Medical Center, Inc. (CAMC) is a nonprofit corporation, organized and existing under the laws of the state of West Virginia, with its headquarters in Charleston, Kanawha County, West Virginia. CAMC owns and operates a 913-bed, tertiary, regional referral, teaching medical center located in Charleston, West Virginia. CAMC transacts business and offers health-care services to patients located in the Southern District of West Virginia.

II. Jurisdiction and Venue

4. The United States brings this action to prevent and restrain Defendant from continuing to violate Section 1 of the Sherman Act, 15 U.S.C. 1. The Court has subject-matter jurisdiction over this action pursuant to 15 U.S.C. 4 and 28 U.S.C. 1331, 1337, and 1345.

5. Defendant transacts business and has committed the unlawful act at issue in West Virginia. Consequently, this Court has jurisdiction over Defendants, and venue is proper in this District pursuant to 28 U.S.C. 1391(c) and 15 U.S.C. 22.

IV. Effects on Interestate Commerce

6. CAMC provides health-care services to individuals who reside outside of West Virginia. In addition, it contracts with managed-care and health-insurance providers located outside West Virginia to be included in their networks. These individuals and businesses remit substantial payments to CAMC. CAMC is engaged in, and its activities substantially affect, interstate commerce.

V. West Virginia's Certificate-of-Need Standards

7. The State of West Virginia requires that a hospital obtain a certificate of need (''CON'') from the West Virginia Health Care Authority before a hospital may provide cardiac-surgery services. The West Virginia Health Care Authority was formerly known as the West Virginia Health Care Cost Review Authoriy (collectively, ''WVHCA'').

8. On February 22, 2002, West Virginia revised the state standards for qualifying for a cardiac-surgery CON. These new standards (the ''February 2002 standards'') made it easier for hospitals to qualify for a cardiac-surgery CON by lowering the minimum number of medical procedures that a hospital needed to demonstrate that it had perfomed or would perform.

9. The February 2002 standards were structured in a way such that the WVHCA would most likely approve only one location for a cardiac-surgery program in a ''Southern West Virginia region'' defined to conist of six counties: McDowell, Mercer, Monroe, Raleigh, Summers, and Wyoming Counties. In February 2002, no hospital from this region competed against CAMC in offering cardiac-surgery services.

10. Under the February 2002 standards, the likely location of a new cardiac-surgery program in the Southern West Virginia region was one of Raleigh General, Princeton Community Hospital Association, Inc. (''Princeton Community Hospital''), or Bluefield Regional Medical Center, Inc. (''BRMC''). Princeton Community Hospital is located in Princeton, Mercer County, West Virginia, about 95 miles south of CAMC. BRMC is located in Bluefield, Mercer County, West Virginia about 105 miles south of CAMC.

VI. CAMC Persuades HCA Not To Compete

A. CAMC Acted To Prevent Raleigh General From Developing a Competing Cardiac-Surgery Program

11. After the February 2002 standards were issued, CAMC recognized that the WVHCA would likely approve a new cardiac-surgery program to be located either in Raleigh County at Raleigh General or in Mercer County at BRMC or Princeton Community Hospital.

12. CAMC wanted the new cardiac-surgery program to be located in Mercer County because a program in nearby Raleigh County would compete with

and take revenue away from CAMC to a much greater extent than a program in more distant Mercer County. CAMC's cardiac program was its most profitable program, contributing about $20 million in net profits per year, and the counties south of Charleston accounted for a large percentage of CAMC's cardiac-surgery business. In an April 2002 strategic plan, CAMC estimated that a cardiac-surgery program in Raleigh County would lower CAMC's net profits from $7 million to $12 million more per year than would a similar program in Mercer County. The same strategic plan estimated that a cardiac-surgery program in Raleigh County would draw 935 to 1780 patient procedures per year away from CAMC. Due to this potential loss in patients and profits, a 2001 CAMC strategic plan concluded that CAMC should ''fight aggressively'' to prevent a cardiac-surgery program in Raleigh County.

13. Preventing a competing cardiac-surgery program at Raleigh General was one of CAMC's key objectives. A June 7, 2001 presentation entitled ''Cardiovascular Network Project Executive Steering Group Meeting #1'' said that a possible CAMC market strategy for the Beckley area was to ''[f]ocus efforts on obtaining [an] open-heart CON for Bluefield/Princeton, and averting [a] CON for Raleigh General Hospital.'' A June 22, 2001 document entitled ''Open Heart Strategy Meeting'' said that one of CAMC's goals was to ''[p]revent open heart programs as our first priority; delay (except for Mercer County); maintain; then have the configuration we want for open heart services. If Parkersburg becomes inevitable, support Bluefield; *absolutely not* Beckley.'' (emphasis in original). Similarly, an August 2001 document entitled ''Cardiovascular Network Project Draft Report'' said that a possible market strategy for the ''Close-in South'' area was to ''fight [a] Beckley CON * * * [and] support [a] Princeton/Bluefield CON as a blocking strategy.''

14. If Raleigh General did obtain a cardiac-surgery CON, CAMC planned to compete more aggressively for cardiac-surgery patients in the Raleigh County area. One CAMC document says that CAMC planned to respond with ''aggressive strategies'' to compete with a Raleigh General cardiac-surgery program including placing CAMC cardiologists in Berkley. A CAMC executive has said that if Raleigh General ''were granted a certificate of need, we would be down there—it's only an hour away—we would be down there advertising and facilitating and probably even putting physicians down there to ensure that those patients came to Charleston instead of going to Raleigh General.'' CAMC did not plan to take similar measures in response to a new cardiac-surgery program in Mercer County.

15. In February 2002, CAMC initiated talks with HCA about a possible agreement relating to cardiac-surgery services in West Virginia. CAMC pursued an agreement with HCA to ensure that HCA would not develop a cardiac-surgery program at Raleigh General.

16. During these talks, HCA told CAMC that it desired CAMC's help to develop a cardiac-surgery program at HCA's St. Joseph's Hospital in Parkersburg, West Virginia and a therapeutic cardiac-catherization program at HCA's St. Francis Hospital in Charleston, West Virginia.

17. HCA's desire to obtain CAMC's support for the St. Joseph's and St. Francis programs presented CAMC with a strategic opportunity. CAMC realized that its support for the HCA St. Joseph's and St.Francis programs would make it significantly more likely that HCA would be able to attain the necessary CONs for those programs from the WVHCA. In negotiating the MOU, CAMC was able to induce HCA to agree not to develop a cardiac-surgery program at Raleigh General by making that non-competition agreement a condition for its support of HCA's St. Joseph's and St. Francis programs.

18. During the MOU negotiations, CAMC also rejected proposed language that would have reduced the time period during which Raleigh General could not develop a cardiac-surgery program.

19. CAMC's and HCA's talks resulted in the CAMC–HCA MOU, section 3 of which prevented HCA from developing a cardiac-surgery program at Raleigh General by committing HCA to develop a single cardiac surgery program in the Southern West Virginia region at either Princeton Community Hospital or BRMC for a period of three years. In exchange for HCA's agreement not to compete in Raleigh County, CAMC agreed to provide valuable support for HCA's efforts to provide cardiac-surgery services at HCA's St. Joseph's Hospital in Parkersburg and therapeutic cardiac-catheterization services at HCA's St. Francis Hospital in Charleston. CAMC did not need HCA's agreement not to compete in Raleigh County in order to agree to support HCA's programs at St. Joseph's and St. Francis.

20. CAMC wanted a program at Bluefield rather than Raleigh General because, as one CAMC executive stated, ''Raleigh General would pull more patients from Charleston Area Medical Center than a program in Bluefield.'' Another CAMC executive testified that the basic reason why CAMC obtained HCA's agreement not to apply for a CON at Raleigh General was because of the threat to CAMC of losing open-heart surgery patients coming from southern West Virginia.

B. Raleigh General Has Been a Significant Potential Competitor in Cardiac-Surgery Services

21. As discussed below, until Raleigh General signed the CAMC–HCA MOU, Raleigh General had been a significant potential competitor to CAMC in the market for cardiac-surgery services. Raleigh General has maintained a consistent and active interest in pursuing, and taken steps to secure, a cardiac-surgery program.

22. Hospitals often provide diagnostic cardiac-catherization services as a precursor to providing cardiac-surgery services. Raleigh General received a CON to provide diagnostic cardiac-catheterization services in January 1987 and has provided those services at all times relevant to the anticompetitive conduct alleged in this Complaint.

23. Raleigh General sought to offer cardiac-surgery services as early as July 1992, when it applied for a cardiac-surgery CON with the WVHCA. The WVHCA denied that application in July 1995 because Raleigh General was unable to show that it would perform the minimum number of procedures required by the then-existing state standards for granting cardiac-surgery CONs.

24. In 1999, representatives from Raleigh General continued their pursuit of a cardiac-surgery program by exploring the possibility of a joint venture with Princeton Community Hospital to provide cardiac-surgery services.

25. Raleigh General and Princeton Community Hospital engaged a consultant to determine whether Raleigh General or Princeton Community Hospital was a better location for a cardiac-surgery program. In a January 2000 report, the consultant concluded that ''[based upon the market, geographical location, physician support and referral patterns and clinical infrastructure and culture, Raleigh General Hospital is the recommended location for the cardiovascular surgical program.'' The two hospitals were ultimately unable to finalize a strategy for jointly pursuing a cardiac-surgery CON.

26. In the period leading up to the February 2002 changes to the state cardiac-surgery standards, Raleigh General remained interested in pursuing

a cardiac-surgery program and actively lobbied state officials to change the standards in such a way as to enable it to qualify for a cardiac-surgery CON.

27. After the February 2002 standards were revised to make it easier to obtain a cardiac-surgery CON, Raleigh General did not apply for a cardiac-surgery CON—despite its earlier active pursuit of such a CON—but instead entered into the CAMC–HCA MOU, which precluded Raleigh General from applying for a CON for three years.

28. In January 2003, BRMC and Princeton Community Hospital entered into two agreements that allocated cardiac surgery and cancer programs between themselves in violation of Section 1 of the Sherman Act, 15 U.S.C. 1. Also in January 2003, BRMC applied for a cardiac-surgery CON with CAMC and Princeton Community Hospital as joint applicants. The WVHCA approved BRMC's application in August 2003. Despite receiving a CON to offer cardiac-surgery services, BRMC has yet to begin offering cardiac-surgery services.

29. The United States challenged the BRMC and Princeton Community Hospital agreements in *United States* v. *Bluefield Regional Medical Center, Inc.,* Civil Action No. 1:05–0234 (S.D.W.V.) (Chief Judge Faber). The Final Judgment in that matter, entered on September 12, 2005, annulled BRMC's and Princeton Community Hospital's market-allocation agreements and enjoined the hospitals from agreeing to allocate any cancer or cardiac-surgery service, market, territory, or customer.

C. Future Anticompetitive Effects

30. The incentives that led CAMC to seek HCA's agreement not to compete at Raleigh General continue to exist today and may motivate CAMC to pursue similar anticompetitive agreements that would restrict or prevent potential or actual competition from area hospitals. CAMC remains the dominant provider of cardiac-surgery services for Kanawha, Raleigh, and other nearby counties and stands to lose significant patient revenue if area hospitals develop cardiac-surgery programs or expand existing programs. To protect this revenue, CAMC will likely oppose any future efforts of nearby hospitals to develop competing cardiac-surgery programs.

31. In particular, CAMC could again seek an agreement with HCA not to pursue a CON for cardiac surgery at Raleigh General. Raleigh General has retained an active interest in developing cardiac-surgery services in Beckley and continues to believe that Beckley is a better location for a cardiac-surgery center than Mercer County because Beckley is more accessible for the greatest number of patients. In the event that BRMC does not pursue its cardiac-surgery program or the State of West Virginia again amends its CON standards to permit another cardiac-surgery program in southern West Virginia, Raleigh General would again be a significant potential competitor for such a program. Fearing the loss of revenue from such a competing program, CAMC could again seek to prevent HCA from establishing a cardiac-surgery program at Raleigh General.

32. CAMC's use of the CAMC–HAC MOU to eliminate Raleigh General as a potential competitor prevented benefits that would have resulted from a cardiac-surgery program at Raleigh General. Those potential benefits to patients, managed-care plans, and employers include increased price competition resulting in lower prices, improved quality of cardiac-surgery services, the ability to choose Raleigh General as a provider of cardiac-surgery services, and increased innovation in cardiac-surgery services.

VII. Violation Alleged

33. The United States incorporates paragraphs 1 through 32.

34. The agreement between CAMC and HCA, embodied in the CAMC–HCA–MOU, constituted an agreement not to compete between an existing competitor and the most significant potential competitor after the February 2002 revisions to West Virginia's CON laws. The agreement unreasonably and unlawfully restrained trade and commerce in violation of Section 1 of the Sherman, Act 15 U.S.C. § 1.

VIII. Request for Relief

35. The United States requests that:

(a) The Court declare that section 3 of the CAMC–HCA–MOU violates Section 1 of the Sherman Act, 15 U.S.C. 1;

(b) The Court enter an order enjoining the Defendant from

(1) Enforcing section 3 of the CAMC–HCA–MOU;

(2) Entering into, continuing, maintaining, or enforcing any agreement to allocate any cardiac-surgery service, market, territory, or customer; and

(3) Entering into, continuing, maintaining, or enforcing any agreement that

(i) Prohibits or restricts a health-care facility from obtaining a certificate of need relating to cardiac surgery or

(ii) Otherwise prohibits or restricts a health-care facility from taking actions related to providing cardiac surgery;

(c) The United States recover the cost of this action; and

(d) The United States have such other relief as the Court may deem just and proper to redress, and prevent recurrence of, the alleged violation and to dissipate the anticompetitive effects of the Defendant's actions.

Dated: February 6, 2006.

For the Plaintiff United States of America

Thomas O. Barnett,
Acting Assistant Attorney General.

J. Bruce McDonald,
Deputy Assistant Attorney General.

Dorothy B. Fountain,
Deputy Director of Operations.

Mark J. Botti,
Chief, Litigation I Section.

Peter J. Mucchetti, Mitchell H. Glende,
Attorneys for the United States, Antitrust Division, United States Department of Justice, 1401 H Street, NW., Suite 4000. Washington, DC 20530. Telephone: (202) 353–4211. Facsimile: (202) 307–5802.

Charles T. Miller,
Acting United States Attorney.

By: Kelly R. Curry,
Assistant United States Attorney.

Certificate of Service

I hereby certify that I served a copy of the foregoing Complaint, Competitive Impact Statement, Explanation of Consent Decree Procedures, Stipulation, and Proposed Final Judgment via first class, United States mail on February 6, 2006.

For Defendant Charleston Area Medical center, Inc.,

Robert McCann, Esq.
Gardner Carton & Douglas, LLP, 1301 K Street, NW., Suite 900, East Tower, Washington, DC 20005.

Kelly R. Curry,
Assistant United States Attorney.

Final Judgment

Whereas, Plaintiff, the United States of America, filed its Complaint on February 6, 2006 alleging that Defendant, Charleston Area Medical Center, Inc. entered into an agreement with HCA Inc. in violation of Section I of the Sherman Act, 15 U.S.C. 1, and Plaintiff and Defendant, by their respective attorneys, have 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 any admission by, any party regarding any such issue of fact or law;

And Whereas, Defendant agrees to be bound by this Final Judgment pending its approval by this Court;

And Whereas, the essence of this Final Judgment is to enjoin the Defendant from entering into

agreements that prevent actual or potential competitors from providing certain medical services;

And Whereas, the United States requires Defendant to agree to certain procedures and prohibitions for the purpose of preventing the loss of competition alleged in the Complaint;

Now therefore, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is Ordered, Adjudged and Decreed:

I. Jurisdiction

This Court has jurisdiction over the Defendant and subject matter of this action. The Complaint states a claim upon which relief may be granted against Defendant under Section 1 of the Sherman Act, as amended (15 U.S.C. 1).

II. Definitions

As used in this Final Judgment (whether or not such terms are capitalized herein):

A. ''Agreement'' means any kind of formal or informal agreement, arrangement, contract, understanding, memorandum of understanding, interim contract, contract appendix, addendum, attachment, amendment, waiver, or modification. Agreements that solely concern patient-treatment protocols or the transfer of patients as necessary to obtain patient care that is unavailable at the transferring health-care facility shall not be deemed an agreement within the scope of this Final Judgment.

B. ''CAMC'' means Defendant, Charleston Area Medical Center, Inc., a non-profit corporation organized and existing under the laws of the State of West Virginia with its headquarters in Charleston, Virginia, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

C. ''CAMC–HCA MOU'' means the document dated April 17, 2002 between CAMC and HCA entitled ''Memorandum of Understanding.''

D. ''Cardiac Surgery'' means surgery on the heart or major blood vessels of the heart (including both open and closed heart surgery) and therapeutic cardiac catheterization. This term includes any service, equipment, technology, or modality relating to the provision of cardiac surgery, but does not include any diagnostic cardiac service (including diagnostic cardiac catheterization). This term does not include any service, equipment, technology, or modality generally provided to hospital patients, such as laboratory, nursing, or social services.

E. ''Certificate of Need'' means certificate of need as recognized by the State of West Virginia (W. Va. Code § 16–2D–1 *et seq.*).

F. ''HCA'' means HCA Inc., a for-profit corporation organized and existing under the laws of the State of Delaware with its headquarters in Nashville, Tennessee, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

G. ''Health-Care Facility'' means any facility providing health-care services, including hospitals, hospital-owned or managed physician practices, ambulatory-care centers, clinics, urgent-care centers, free-standing emergency-care centers, and ambulatory-surgery centers.

H. ''Right of First Offer'' means an agreement in which a health-care facility grants CAMC the exclusive right, for a period not exceeding ninety days in duration, to make and negotiate an offer to provide cardiac-surgery services under a joint venture or other cooperative arrangement with such facility, provided that the health-care facility is not (a) obligated to accept any offer from CAMC and (b) prohibited from providing cardiac-surgery services in the event it declines an offer from CAMC.

I. The terms ''and'' and ''or'' have both conjunctive and disjunctive meanings.

III. Applicability

This Final Judgment applies to CAMC, as defined above, and all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

IV. Prohibited Conduct

A. CAMC is enjoined from enforcing all or any part of section 3 of the CAMC–HCA MOU, which section is entitled ''Cooperative Development of Cardiac Surgery in the Southern West Virginia Region.'' CAMC's obligations under this Final Judgment supersede its obligations under section 3 of the CAMC–HCA MOU, and CAMC shall not object to the performance of its obligations under this Final Judgment on the grounds that those obligations would cause it to breach section 3 of the MOU.

B. Without prior notice to and prior written approval of the United States, which approval will not be withheld or delayed unreasonably, CAMC is enjoined from, in any manner, directly or indirectly, entering into, continuing, maintaining, or enforcing any agreement with a health-care facility that (1) Allocates any cardiac-surgery service, market, territory, or customer; (2) prohibits or restricts such health-care facility from applying for a certificate of need to offer, maintain, or expand cardiac-surgery services; or (3) otherwise prohibits or restricts such health-care facility from providing cardiac surgery. Nothing in this Final Judgment, however, shall require CAMC to provide separate notice with respect to any agreement for which notice is given to the United States pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. 18a.

V. Permitted Conduct

Nothing in this Final Judgment shall prohibit CAMC from:

A. Entering into, continuing, maintaining, or enforcing an agreement for a right of first offer;

B. Agreeing to collaborate with a health-care facility to enable such facility to provide therapeutic cardiac catherization services pursuant to a Demonstration Pilot Project, as authorized by and approved under the certificate of need standards of the State of West Virginia;

C. Lobbying petitioning, or otherwise seeking to influence the decisions or actions of any member or agency of the legislative or executive branches of the government of the State of West Virginia or the United States;

D. Opposing the certificate of need application or rate filing of another health-care facility relating to the provision of cardiac-surgery services or formally challenging the decision to approve such a certificate of need or rate filing; or

E. Making public or private statements about the provision of cardiac-surgery services.

VI. Compliance Inspection

A. For the purposes of determining or securing compliance with this Final Judgment, or of determining whether the Final Judgment should be modified or vacated, and subject to any legally recognized privilege, from time to time duly authorized representatives of the United States Department of Justice, including consultants and other persons retained or designated thereby, shall, upon written request of a duly authorized representative of the Assistant Attorney General in charge of the Antitrust Division and on reasonable notice to Defendant, be permitted:

1. Access during Defendant's office hours to inspect and copy, or at the United States' option, to require that

Defendant provide copies of, all books, ledgers, accounts, records and documents in their possession, custody, or control relating to any matters contained in this Final Judgment; and

2. To interview, either informally or on the record, Defendant's officers, employees, or agents, who may have their individual counsel present, regarding such matters. The interviews shall be subject to the reasonable convenience of the interviewee and without restraint or interference by Defendant.

B. Upon the written request of a duly authorized representative of the Assistant Attorney General in charge of the Antitrust Division, Defendant shall submit written reports and interrogatory responses, under oath if requested, relating to any of 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 Plaintiff to any person other than an 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 (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 Defendant furnishes information or documents to the United States, 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 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 the United States shall give Defendant ten calendar days notice prior to divulging such material in any legal proceeding (other than a grand jury proceeding).

VII. Retention of Jurisdiction

This Court retains jurisdiction to enable any party 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 any of its provisions, to enforce compliance, and to punish violations of its provisions.

VIII. Expiration of Final Judgment

Unless this Court grants an extension, this Final Judgment shall expire ten years from the date of its entry.

IX. Correspondence

CAMC shall provide notice and seek prior written approval as contemplated by this Final Judgment by sending correspondence to Chief, Litigation I, Antitrust Division, United States Department of Justice, 1401 H Street, NW., Suite 4000, Washington, DC 20530, or such other address as the United States shall designate.

X. Public Interest Determination

Entry of this Final Judgment is in the public interest.

Court approval subject to procedures of Antitrust Procedures and Penalties Act, 15 U.S.C. 16

United States District Judge

Competitive Impact Statement

The United States of America, 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

On February 6, 2006, the United States field a civil antitrust Complaint alleging that Charleston Area Medical Center, Inc. (CAMC) had violated Section 1 of the Sherman Act, 15 U.S.C. 1. CAMC operates the largest cardiac-surgery program in West Virginia, and the sixth largest such program in the United States, through facilities located in Charleston, West Virginia. HCA Inc. (HCA) owns and operates Raleigh General Hospital (Raleigh General), located in the city of Beckley, Raleigh County, West Virginia. Raleigh General is located about 55 miles south of CAMC's cardiac-surgery facilities.

The Complaint alleges that, in an April 17, 2002 memorandum of understanding (the CAMC–HCA MOU), CAMC persuaded HCa to agree not to develop a competing cardiac-surgery program at Raleigh General. The CAMC–HCA MOU unreasonably restrained competition to the detriment of consumers by effectively ensuring that no hospital in Raleigh County, West Virginia would compete with CAMC to provide cardiac-surgery services. With the Complaint, the United States and CAMC filed an agreed-upon proposed Final Judgment that prohibits CAMC from enforcing the anticompetitive portion of the CAMC–HCA MOU and forming new agreements that would reduce competition in cardiac-surgery services.

The United States and CAMC have agreed that the proposed Final Judgment may be entered after compliance with the APPA, provided that the United States has not withdrawn its consent. Entry of the Final Judgment would terminate the action, except that the Court would retain jurisdiction to construe, modify, or enforce the Final Judgment's provisions and to punish violations thereof.

II. Description of Practices and Events Giving Rise to the Alleged Violations of the Antitrust Laws

A. West Virginia's Certificate-of-Need Standards

The State of West Virginia requires that a hospital obtain a certificate of need (''CON'') from the West Virginia Health Care Authority before a hospital may provide cardiac-surgery services. The West Virginia Health Care Authority was formerly known as the West Virginia Health Care Cost Review Authority (collectively, ''WVHCA)''.

On February 22, 2002, West Virginia revised the state standards for qualifying for a cardiac-surgery CON. The4se new standards (the February 2002 standards) made it easier for hospitals to qualify for a cardiac-surgery CON by lowering the minimum number of medical procedures that a hospital needed to demonstrate that it had performed or would perform.

The February 2002 standards were structured in a way such that the WVHCA would most likely approve one and only one location for a cardiac-surgery program in a ''''Southern Western Virginia region'' defined to consist of six counties. At this time, no hospital from this region competed against CAMC in offering cardiac surgery services.

Under the February 202 standards, the only likely location of a new cardiac-surgery program in the Southern West Virginia region was at eigther Raleigh General, Princeton Community Hospital Association, Inc. (Princeton Community Hospital), or Bluefield Regional Medical Center, Inc. (BRMC). Princeton Community Hospital is located in Princeton, Mercer County, West Virginia, about 40 miles south of Raleigh General. BRMC is located in Bluefield, Mercer County, West Virginia, abuot 50 miles south of Raleigh General.

B. CAMC Acted To Prevent Raleigh Geneal From Developing a Competing Cardiac-Surgery Program

After the February 2002 standards were issued, CAMC recognized that the WVHCA would likely approve a new

cardiac-surgery program to be located either in Raleigh County at Raleigh General or in Mercer Cuonty at BRMC or Princeton Community Hospital. CAMC wated the new cardiac-surgery program to be located in Mercer County and not at Raleigh General because a program in Raleigh County wuold compete with and take revenue away from CAMC to a much greater extent than a program in Mercer County.

In February 2002, CAMC initiated talks with HCA about a possible agreement relating to cardiac-surgery services in West Virginia. A significant reason why CAMC pursued an agreement with HCA was to ensure that HCA would not develop a Cardiac-surgery program at Raleigh General. During the MOU negotiations with HCA, CAMC insisted on including language in the CAMC–HCA MOU that was designed to prevent Raleigh General from developing a cardiac-surgery program. CAMC also rejected proposed language that would have reduced the time period during which Raleigh General could not develop a cardiac-surgery program.

CAMC's and HCA's discussions resulted in the CAMC–HCA MOU, which prevented HCA from developing a cardiac-surgery program at Raleigh General by committing HCA to develop a single cardiac-surgery program in the Southern West Virginia region at either Princeton Community Hospital or BRMC for a period of three years. In exchange for HCA's agreement not to compete in Raleigh County, CAMC agreed to provide valuable support for HCA's efforts to provide cardiac-surgery services at HCA's St. Joseph's Hospital in Parkersburg, West Virginia and therapeutic cardiac-catheterization services at HCA's St. Francis Hospital in Charleston, West Virginia. CAMC did not need HCA's agreement not to compete in Raleigh County in order to agree to support HCA's programs at St. Joseph's and St. Francis.

CAMC wanted a program at BRMC rather than Raleigh General because, as one CAMC executive stated, ''Raleigh General would pull more patients from Charleston Area Medical Center than a program in Bluefield.'' Another CAMC executive testified that the basic reason why CAMC obtained HCA's agreement not to apply for a CON at Raleigh General was because of the threat to CAMC of losing open-heart surgery patients coming from southern West Virginia.

C. Raleigh General Had Been a Significant Potential Competitor in Cardiac-Surgery Services

Until Raleigh General signed the CAMC–HCA MOU, Raleigh General had been a significant potential competitor to CAMC in the market for cardiac-surgery services. Raleigh General had maintained a consistent and active interest in pursuing, and had taken steps to pursue, a cardiac-surgery program.

Raleigh General sought to offer cardiac-surgery services as early as July 1992, when it applied for a cardiac-surgery CON with the WVHCA. The WVHCA denied that application in July 1995 because Raleigh General was unable to show that it would perform the minimum number of procedures required by the then-existing state standards for granting cardiac-surgery CONs.

Despite the WVHCA's denial of Raleigh General's CON application, representatives from Raleigh General continued their pursuit of a cardiac-surgery program by exploring the possibility of a joint venture with Princeton Community Hospital to provide cardiac-surgery services. Raleigh General and Princeton Community Hospital engaged a consultant to determine whether Raleigh General or Princeton Community Hospital was a better location for a cardiac-surgery program. In a January 2000 report, the consultant concluded that ''[b]ased upon the market, geographical location, physician support and referral patterns and clinical infrastructure and culture, Raleigh General Hospital is the recommended location for the cardiovascular surgical program.'' The two hospitals were ultimately unable to finalize a strategy for jointly pursuing a cardiac-surgery CON.

In the period leading up to the February 2002 changes to the state cardiac-surgery standards, Raleigh General remained interested in pursuing a cardiac-surgery program and actively lobbied state officials to change the standards in such a way as to enable it to qualify for a cardiac-surgery CON. After the February 2002 standards were revised to make it easier to obtain a cardiac-surgery CON, Raleigh General did not apply for a cardiac-surgery CON—despite its earlier active pursuit of such a CON—but instead entered into the CAMC–HCA MOU, which precluded Raleigh General from applying for a cardiac-surgery CON for three years.

III. Explanation of the Proposed Final Judgment

The proposed Final Judgment would enjoin CAMC from enforcing the portion of the CAMC–HCA MOU that prevents HCA from developing a cardiac-surgery program in Raleigh County. Unless CAMC gives prior notice to and receives the prior written approval of the United States, CAMC also would be enjoined from entering into, continuing, maintaining, or enforcing any agreement with a health-care facility that (1) Allocates any cardiac-surgery service, market, territory, or customer; (2) prohibits or restricts such health-care facility from applying for a certificate of need to offer, maintain, or expand cardiac-surgery services; or (3) otherwise prohibits or restricts such health-care facility from providing cardiac surgery. The effect of the proposed Final Judgment would be to restore competition between CAMC and Raleigh General that the CAMC–HCA MOU eliminated, and to prevent CAMC from engaging in similar anticompetitive conduct in the future.

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 suffered, as well as costs and reasonable attorney's fees. Entry of the proposed Final Judgment will neither impair nor assist the bringing of such actions. Under the provisions of Section 5(a) of the Clayton Act, 15 U.S.C. 16(a), the Final Judgment has no prima facie effect in any subsequent lawsuits that may be brought against the Defendant.

V. Procedures Available for Modifications of the Proposed Final Judgment

The United States and the Defendant 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 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 days of the date of publication of this Competitive

Impact Statement in the Federal Register. All comments received during this period will be considered by the Department of Justice, which remains free to withdraw its consent to the proposed Final Judgment at any time prior to the Court's entry of judgment. 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: Mark J. Botti, Chief, Litigation I Section, Antitrust Division, United States Department of Justice, 1401 H Street, NW., Suite 4000, Washington, DC 20530.

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 against defendant CAMC. The United States is satisfied, however, that the Final Judgment, with its prohibition on anticompetitive conduct, will more quickly achieve the primary objectives of a trial on the merits—reestablishing competition between CAMC and HCA.

VII. Standard of Review Under the APPA for the Proposed Final Judgment

The APPA requires that proposed consent judgments in antitrust cases brought by the United States be subject to a sixty-day comment period, after which the Court shall determine whether entry of the proposed Final Judgment ''is in the public interest.'' 15 U.S.C. 16(e)(1). In making that determination, the Court shall consider:

(A) The competitive impact of such judgment, including termination of alleged violations, provisions for enforcement and modification, duration of relief sought, anticipated effects of alternative remedies actually considered, whether its terms are ambiguous, and any other competitive considerations bearing upon the adequacy of such judgment that the court deems necessary to a determination of whether the consent judgment is in the public interest; and

(B) The impact of entry of such judgment upon competition in the relevant market or markets, upon the public generally and individuals alleging specific injury from the violations set forth in the complaint including consideration of the public benefit, if any, to be derived from a determination of the issues at trial.

15 U.S.C. 16(e)(1)(A) and (B). As the United States Court of Appeals for the District of Columbia Circuit has held, the APPA permits a court to consider, among other things, the relationship between the remedy secured and the specific allegations set forth in the government's complaint, whether the decree is sufficiently clear, whether enforcement mechanisms are sufficient, and whether the decree may positively harm third parties. *See United States* v. *Microsoft Corp.,* 56 F.3d 1448, 1458–62 (D.C. Cir. 1995).

''Nothing in this section shall be construed to require the court to conduct an evidentiary hearing or to require the court to permit anyone to intervene.'' 15 U.S.C. 16(e)(2). Thus, in conducting this inquiry, ''[t]he court is nowhere compelled to go to trial or to engage in extended proceedings which might have the effect of vitiating the benefits of prompt and less costly settlement through the consent decree process.'' 119 Cong. Rec. 24,598 (1973) (statement of Senator Tunney) [1] Rather:

[a]bsent a showing of corrupt failure of the government to discharge its duty, the Court, in making its public interest finding, should * * * carefully consider the explanations of the government in the competitive impact statement and its responses to comments in order to determine whether those explanations are reasonable under the circumstances.

United States v. *Mid-America Dairymen, Inc.* 1977–1 Trade Cas. (CCH) ¶ 61,508, at 71, 980 (W.D. Mo. 1977).

Accordingly, with respect to the adequacy of the relief secured by the decree, a court may not ''engage in an unrestricted evaluation of what relief would best serve the public.'' *United States* v. *BNS, Inc.,* 858 F.2d 456, 462 (9th Cir. 1988) (citing *United States* v. *Bechtel Corp.,* 648 F.2d 660, 666 (9th Cir. 1981)); *see* also *Microsoft,* 56 F.3d at 1460–62. Courts have held that:

[t]he balance of competing social and political interests affected by a proposed antitrust consent decree must be left, in the first instance, to the discretion of the Attorney General. The court's role in protecting the public interest is one of insuring that the government has not breached its duty to the public in consenting to the decree. The court is required to determine not whether a particular decree is the one that will best serve society, but whether the settlement is *''within the reaches of the public interest.''* More elaborate requirements might undermine the effectiveness of antitrust enforcement by consent decree.

Bechtel, 648 F.2d at 666 (emphasis added) (citations omitted) [2]

The proposed Final Judgment, therefore, should not be reviewed under a standard of whether it is certain to eliminate every anticompetitive effect of a particular practice or whether it mandates certainty of free competition in the future. Court approval of a final judgment requires a standard more flexible and less strict than the standard required for a finding of liability. ''[A] proposed decree must be approved even if it falls short of the remedy the court would impose on its own, as long as it falls within the range of acceptability or is 'within the reaches of public interest.' '' *United States* v. *AT&T,* 552 F. Supp. 131, 151 (D.D.C. 1982) (citations omitted) (quoting *Gillette,* 406 F. Supp. at 716), *aff'd sub nom. Maryland* v. *United States,* 460 U.S. 1001 (1983); *see* also *United States* v. *Alcan Aluminum Ltd.,* 605 F. Supp. 619, 622 (W.D. Ky. 1985) (approving the consent decree even though the court would have imposed a greater remedy).

Moreover, the Court's role under the APPA is limited to reviewing the remedy in relationship to the violations that the United States has alleged in its Complaint; the APPA does not authorize the Court to ''construct [its] own hypothetical case and then evaluate the decree against that case.'' *Microsoft,* 56 F.3d at 1459. Because the ''court's authority to review the decree depends entirely on the government's exercising its prosecutorial discretion by bringing a case in the first place,'' it follows that ''the court is only authorized to review the decree itself,'' and not to ''effectively redraft the complaint'' to inquire into other matters that the United States did not pursue. *Id.* at 1459–60.

VIII. Determinative Documents

There are no determinative materials or documents within the meaning of the

[1] *See United States* v. *Gillette Co.,* 406 F. Supp. 713, 716 (D. Mass. 1975) (recognizing it was not the court's duty to settle; rather, the court must only answer ''whether the settlement achieved [was] within the reaches of the public interest''). A ''public interest'' determination can be made properly on the basis of the Competitive Impact Statement and Response to Comments filed by the Department of Justice pursuant to the APPA. Although the APPA authorizes the use of additional procedures, 15 U.S.C. 16(f), those procedures are discretionary. A court need not invoke any of them unless it believes that the comments have raised significant issues and that further proceedings would aid the court in resolving those issues. See H.R. Rep. No. 93–1463, 93rd Cong., 2d Sess. 8–9 (1974), *reprinted* in 1974 U.S.C.C.A.N. 6535, 6538.

[2] Cf. *BNS,* 858 F.2d at 464 (holding that the court's ''ultimate authority under the [APPA] is limited to approving or disapproving the consent decree''); *Gillette,* 406 F. Supp. at 716 (noting that, in this way, the court is constrained to ''look at the overall picture not hypercritically, nor with a microscope, but with an artist's reducing glass''). *See generally Microsoft,* 56 F.3d at 1461 (discussing whether ''the remedies [obtained in the decree are] so inconsonant with the allegations charged as to fall outside of the 'reaches of the public interest' '').

APPA that were considered by the United States in formulating the proposed Final Judgment.

Dated: February 6, 2006.

Respectfully submitted,

Peter J. Mucchetti,
Mitchell H. Glende,
Attorneys for the United States, United States Department of Justice, 1401 H Street, NW., Suite 4000, Washington, DC 20530. Telephone: (202) 353–4211. Facsimile: (202) 307–5802.

Charles T. Miller,
Acting United States Attorney.

Kelly R. Curry,
Assistant United States Attorney.

[FR Doc. 06–1696 Filed 2–23–06; 8:45am]

BILLING CODE 4410–11–M

DEPARTMENT OF JUSTICE

Drug Enforcement Administration

Importer of Controlled Substances; Notice of Application

Pursuant to 21 U.S.C. 958(i), the Attorney General shall, prior to issuing a registration under this Section to a bulk manufacturer of a controlled substance in Schedules I or II and prior to issuing a regulation under 21 U.S.C. 952(a)(2)(B) authorizing the importation of such a substance, provide manufacturers holding registrations for the bulk manufacture of the substance an opportunity for a hearing.

Therefore, in accordance with 21 CFR 1301.34(a), this is notice that on September 2, 2005, JFC Technologies, LLC., 100 West Main Street, P.O. Box 669, Bound Brook, New Jersey 08805, made application by renewal to the Drug Enforcement Administration (DEA) to be registered as an importer of Meperidine intermediate-B (9233), a basic class of controlled substance listed in Schedule II.

The company plans to import the basic class of controlled substance for the production of other controlled substances for distribution to its customers.

Any manufacturer who is presently, or is applying to be, registered with DEA to manufacture such basic classes of controlled substances may file comments or objections to the issuance of the proposed registration and may, at the same time, file a written request for a hearing on such application pursuant to 21 CFR 1301.43 and in such form as prescribed by 21 CFR 1316.47.

Any such written comments or objections being sent via regular mail may be addressed, in quintuplicate, to the Deputy Assistant Administrator, Office of Diversion Control, Drug Enforcement Administration, Washington, DC 20537, Attention: DEA Federal Register Representative, Liaison and Policy Section (ODL); or any being sent via express mail should be sent to DEA Headquarters, Attention: DEA Federal Register Representative/ODL, 2401 Jefferson-Davis Highway, Alexandria, Virginia 22301; and must be filed no later than March 27, 2006.

This procedure is to be conducted simultaneously with and independent of the procedures described in 21 CFR 1301.34(b), (c), (d), (e) and (f). As noted in a previous notice published in the **Federal Register** on September 23, 1975, (40 FR 43745–46), all applicants for registration to import a basic class of any controlled substance listed in Schedules I or II are, and will continue to be required to demonstrate to the Deputy Assistant Administrator, Office of Diversion Control, Drug Enforcement Administration, that the requirements for such registration pursuant to 21 U.S.C. 958(a), 21 U.S.C. 823(a), and 21 CFR 1301.34(b), (c), (d), (e) and (f) are satisfied.

Dated: February 16, 2006.

Joseph T. Rannazzisi,

Deputy Assistant Administrator, Office of Diversion Control, Drug Enforcement Administration.

[FR Doc. E6–2645 Filed 2–23–06; 8:45 am]

BILLING CODE 4410–09–P

DEPARTMENT OF JUSTICE

Bureau of Prisons

[AAG/A Order No. 001–2006]

Privacy Act of 1974; Modification to System of Records

Pursuant to the Privacy Act of 1974 (5 U.S.C. 552a), notice is given that the Federal Bureau of Prisons (BOP) is making a minor modification to its system of records notice entitled ''Telephone Activity Record System, JUSTICE/BOP–011''. This system notice was last published on April 8, 2002 (67 FR 16762).

The BOP is revising the system's provision for ''Retention and Disposal'' to include retention and disposal of digital recordings. This minor change does not require an opportunity for public comment or notification of Congress and the Office of Management and Budget. The modification will be effective on the date of publication in the **Federal Register**.

The language of the minor modification is provided below.

February 15, 2006.

Michael H. Allen,

Acting Assistant Attorney General for Administration.

JUSTICE/BOP–011

SYSTEM NAME:

Telephone Activity Record System.

* * * * *

RETENTION AND DISPOSAL:

With the exception of audiotapes and digital recordings, automated records in this system are maintained on magnetic medium ordinarily for six years from the date created, at which time they will be overwritten with new data. Paper documents are maintained for a period of 30 years from expiration of sentence of the inmate, at which time they are destroyed by shredding. Audiotapes and digital recordings are maintained ordinarily for six months from the date created, at which time they are overwritten with new data.

* * * * *

[FR Doc. E6–2678 Filed 2–23–06; 8:45 am]

BILLING CODE 4410–05–P

DEPARTMENT OF LABOR

Office of the Secretary

Submission for OMB Review: Comment Request

February 16, 2006.

The Department of Labor (DOL) has submitted the following public information collection requests (ICR) to the Office of Management and Budget (OMB) for review and approval in accordance with the Paperwork Reduction Act of 1995 (Pub. L. 104–13, 44 U.S.C. chapter 35). A copy of this ICR, with applicable supporting documentation, may be obtained by contacting Darrin King on 202–693–4129 (this is not a toll-free number) or e-mail: *king.darrin@dol.gov.*

Comments should be sent to Office of Information and Regulatory Affairs, Attn: OMB Desk Officer for the Occupational Safety and Health Administration (OSHA), Office of Management and Budget, Room 10235, Washington, DC 20503, 202–395–7316 (this is not a toll-free number), within 30 days from the date of this publication in the **Federal Register**.

The OMB is particularly interested in comments which:

• Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;