

public use, and park operations will be managed over the next 10–15 years and document agreements developed in partnership with CDPR, SMMC, and other land management entities. Following publication of this Notice, CDPR as a cooperating agency will issue a Notice of Preparation to initiate a complementary environmental process; the official responsible is Donald W. Murphy, Director, CDPR.

Santa Monica Mountains National Recreation Area is composed of a complex pattern of public and private land ownership. Multiple political jurisdictions cross important natural features and wildlife and recreation corridors throughout the park's boundary. Effective planning and management require coordination and cooperation among all of the entities with responsibility for the lands and waters both inside and immediately outside of the park. Past NPS planning efforts have given general guidance on land protection, resource management and visitor facilities. However, pressures on the park from the number of visitors, types of uses, and urban encroachment combined with new fiscal and political environments dictate that past planning efforts be revisited.

In the proposed planning process, the purpose of the park will be reaffirmed. The desired future conditions of natural and cultural resources will be envisioned and appropriate types, locations, and levels of activities in the park will be determined. Of special concern to park managers is the balance between resource preservation and use by the visiting and resident publics. This balance will be considered and established in a regional context in concert with the other public agencies' missions and mandates.

Specific outcomes of the planning process and the subsequent GMP will include:

- (1) Articulation of a clear vision among all partners for the future conditions of natural and cultural resources and activities on the lands and waters in the legislated park boundary;
- (2) Enhanced connections to the community through joint planning, cooperative management, leadership in stewardship, and the expression of the cultural history of the region;
- (3) Criteria for determining appropriateness of current or future activities including types, locations, and levels of use. Appropriateness will be based on park purpose, resource concerns, and potential conflicts with other uses;
- (4) Strategies to serve a diverse park visitor population, especially with

urban residents and nontraditional visitors;

(5) A coordinated, seamless approach to the provision of information and recreation opportunities for visitors among the various providers.

#### Comments

As the first phase of the planning and EIS process, the NPS is beginning project scoping activities. Interested individuals, organizations, and agencies are invited to provide comments or suggestions on the planning process or on specific issues that should be addressed within the draft EIS (DEIS). Written comments may be mailed to the Superintendent, Santa Monica Mountains National Recreation Area, 30401 Agoura Road, Suite 100, Agoura Hills, CA 91301–2085. All comments should be postmarked not later than 90 days from the date of the publication of this notice. Public input will also be solicited at major milestones throughout the planning process, thus additional opportunities to comment will be provided in the future.

In addition, several public meetings will be held, affording an additional opportunity to voice issues and concerns. These meetings are scheduled during September 22–26, 1997 in locations throughout the greater Los Angeles area. The NPS will share the purpose and significance of Santa Monica Mountains National Recreation Area and solicit input on managing park resources. The dates and locations of meetings are listed below. Additional information may be obtained by contacting the park at (818) 597–1036, extension 201.

- (1) *Los Angeles*—Sept. 22, UCLA Ackerman Hall, 7–10 pm;
- (2) *Malibu*—Sept. 23, Webster Elementary, 6–9 pm;
- (3) *Santa Monica*—Sept. 24, Santa Monica Library, 2–5 pm;
- (4) *Ventura*—Sept. 25, Ventura County Building, 2–5 pm;
- (5) *Agoura*—Sept. 26, Radisson Hotel, 3–6 pm.

General information about Santa Monica Mountains National Recreation Area is currently available on the Internet at <http://www.nps.gov/samo>. In the near future, information about the planning process and EIS/GMP will be available via the NPS planning page at <http://www.nps.gov/planning>.

#### Decision Process

The subsequent availability of the DEIS/GMP will be announced by formal notice and in local and regional news media. The DEIS/GMP is anticipated to be completed and available for public review during the summer of 1999. A

final EIS/GMP is anticipated to be completed approximately one year later. A Record of Decision will be published in the **Federal Register** not sooner than thirty (30) days after distribution of the FEIS/GMP. The responsible official is John J. Reynolds, Regional Director, Pacific West Region, National Park Service.

Dated: August 1, 1997.

**Sondra S. Humphries,**

*Acting Regional Director, Pacific West.*

[FR Doc. 97–21904 Filed 8–18–97; 8:45 am]

BILLING CODE 4310–70–P

## DEPARTMENT OF JUSTICE

### Antitrust Division

#### **United States v. Allied Waste Industries, 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) through (h), that a Complaint, Stipulation and Order and a proposed Final Judgment, an Amended Complaint, Notice of Filing an Amended Complaint and proposed Final Judgment, and a Competitive Impact Statement have been filed with the United States District Court for the Northern District of Texas, Fort Worth Division in *United States and State of Texas v. Allied Waste Industries, Inc.*, Civil Action No. 497–CV 564 E.

On July 14, 1997, the United States and State of Texas filed a Complaint naming Allied Waste Industries, Inc. and USA Waste Services, Inc. as defendants. On July 15, 1997, a Stipulation and Order were filed and entered along with a proposed Final Judgment. Pursuant to the Stipulation and Order, an Amended Complaint, and an amended proposed Final Judgment both of which dropped USA Waste Service, Inc. as a defendant, were filed on July 29, 1997. A Competitive Impact Statement was also filed on July 29, 1997. The Complaint and Amended Complaint alleged that the proposed acquisition by Allied Waste Industries, Inc. ("Allied") of the Crow Landfill in Tarrant County, Texas from USA Waste Services, Inc. would violate Section 7 of the Clayton Act, 15 U.S.C. § 18. The amended proposed Final Judgment, filed the same time as the Amended Complaint, requires Allied to, among other things, to divest more than 1.4 million cubic yards of landfill space over a five-to-ten year period at the two landfills Allied will own in the Tarrant County area after the acquisition; to accept waste at each of the two Allied

landfills in the Tarrant County area from haulers not affiliated with Allied on non-price terms and conditions identical to those provided to Allied; and to sell additional landfill space in the event that Allied expands its capacity at the Crow Landfill or develops a new landfill near the Crow Landfill within the next ten years.

Public comment is invited within the statutory 60-day comment period. Such comments and response thereto will be published in the **Federal Register** and filed with the Court. Comments should be directed to J. Robert Kramer, Chief, Litigation II Section, Antitrust Division, United States Department of Justice, 1401 H Street, NW, Suite 3000, Washington, DC 20530 (telephone: 202-307-0924).

Copies of the Complaint, Stipulation and Order, Amended Complaint, Notice of Filing Amended Complaint and Proposed Final Judgment, the proposed Final Judgment, and the Competitive Impact Statement are available for inspection in Room 215 of the U.S. Department of Justice, Antitrust Division, 325 7th Street, NW, Washington, DC 20530, (202) 514-2841. Copies for these materials may be obtained upon request and payment of a copying fee.

**Constance K. Robinson,**  
*Director of Operations.*

**United States District Court, Northern District of Texas, Fort Worth Division**

United States of America and State of Texas, Plaintiffs, v. Allied Waste Industries, Inc., and USA Waste Services, Inc. Defendants. Civil Action No.: 497-CV-564 E.

**Stipulation and Order**

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

1. The Court has jurisdiction over the subject matter of this action and over each of the parties hereto, and venue of this action is proper in the Northern District of Texas.

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(b)-(h)), and without further notice to any party or other proceedings, provided that plaintiff United States 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. The defendants shall abide by and comply with the provisions of the

proposed Final Judgment pending entry of the Final Judgment, or until expiration of time for all appeals of any court ruling declining entry of the proposed Final Judgment and shall, from the date of the signing of this Stipulation, comply with all the terms and provisions of the proposed Final Judgment thereof as though the same were in full force and effect as an order of the Court.

4. This Stipulation shall apply with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the parties and submitted to the Court. In the event that, as contemplated by defendants, the assets which are the subject of the Complaint and proposed Final Judgment ("the Crow Landfill") are transferred by defendant USA Waste Services, Inc. ("USA Waste") to defendant Allied Waste Industries, Inc. ("Allied") subsequent to the Court entering this Stipulation and prior to the entry of the attached Final Judgment, than an amended Complaint and amended proposed Final Judgment which do not name USA Waste as a defendant in either pleading shall be filed herein and submitted to the Court.

5. In the event plaintiff United States withdraws its consent, as provided in paragraph 2 above, or if the proposed Final Judgment is not entered pursuant to this Stipulation, the time has expired for all appeals of any Court ruling declining entry of the Final Judgment, and if the Court has not otherwise ordered continued compliance with the terms and provisions of the Final Judgment, then the parties are released from all further obligations under this Stipulation, and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding.

6. Allied represents that the divestiture ordered in the proposed Final Judgment can and will be made, and that it will later raise no claims of hardship or difficulty as grounds for asking the court to modify any of the divestiture provisions contained therein.

7. The parties request that the Court acknowledge the terms of this Stipulation by entering the Order in this pleading. Respectfully submitted.

For Plaintiff United States of America:

Joel I. Klien,

*Acting Assistant Attorney General.*

Donna E. Patterson,

*Counselor to the Assistant Attorney General.*

Charles E. Biggo,

*Senior Counsel to the Assistant Attorney General.*

Constance K. Robinson,

*Director of Operations.*

J. Robert Kramer II,

*PA Bar #23963.*

Willie L. Hudgins,

*DC Bar #37127.*

David R. Bickel.

*DC Bar #393409.*

Michael K. Hammaker,

*DC Bar #233684*

Attorneys, Department of Justice, Antitrust Division, 1401 H St., N.W., Suite 3000, Washington, D.C. 20530, (202) 307-0924, (202) 307-6283 (Facsimile)

Paul E. Coggins,

*United States Attorney.*

**MARC W. BARTA,**

*TX Bar #01838200, Assistant U.S. Attorney, Northern District of Texas, 801 Cherry Street, Ste. 1700, Fort Worth, TX 76102-6897, (817) 978-3291, (817) 978-6351 (Facsimile)*

Dated: July 14, 1997.

For Plaintiff State of Texas:

Dan Morales,

*Attorney General of Texas.*

Jorge Vega,

*First Assistant Attorney General.*

Laquita A. Hamilton,

*Deputy Attorney General for Litigation.*

Paul Elliott,

*Chief Consumer Protection Division.*

Mark Tobey,

*Assistant Attorney General, Chief Antitrust Section.*

Amy R. Krasner,

*Assistant Attorney General, TX Bar #00791050.*

Office of the Attorney General of Texas, P.O. Box 12548, Austin, TX 78711-2548, (512) 463-2185, (512) 320-0975

Dated: July 14, 1997.

For Defendant USA Waste Services, Inc.:

James R. Weiss,

*DC Bar #379798, Preston Gates Ellis & Rouvelas Meeds LLP, Suite 500, 1735 New York Avenue, NW., Washington, DC 20006-5209, (202) 662-8400, (202) 789-0988 (Facsimile)*

Attorneys for USA Waste Services, Inc.

Date: July 11, 1997.

James D. McCarthy,

*TX Bar #13367700, Hughes & Luce, 1717 Main Street, Suite 2800, Dallas, TX 75201, (214) 939-5441, (214) 939-6100 (Facsimile)*

Local Counsel for USA Waste Services, Inc.

Date: July 14, 1997.

For Defendant Allied Waste Industries, Inc.:

Tom D. Smith,

DC Bar #221986, Jones, Day, Reavis & Pogue, Metropolitan Square, 1450 G Street, NW., Washington, DC 20005-2088, (202) 879-3900, (202) 737-2832 (Facsimile)

Attorneys for Allied Waste Industries, Inc.

Date: July 11, 1997.

Thomas R. Jackson,

TX Bar #10496700, Jones, Day, Reavis & Pogue, 2300 Trammel Crow Center, 2001 Ross Avenue, Dallas, TX 75202-2958, (214) 220-3939, (214) 969-5100 (Facsimile)

Local Counsel For Allied Waste Industries, Inc.

Date: July 11, 1997.

Upon Review of this Stipulation by the parties, the Court acknowledges by this Order that the parties have consented to the terms specified in this Stipulation and the entry of the Final Judgment subject to the provisions of the Antitrust Procedures and Penalties Act (15 U.S.C. § 16 (b)–(h)).

So ordered on this 15th day of July, 1997.

Eldon B. Mahon,

United States District Court Judge.

#### Certification of Service

I hereby certify that a copy of the foregoing has been served upon the attorneys for USA Waste Services, Inc., the attorneys for Allied Waste Industries, Inc., and the Office of the Attorney General of the State of Texas, by placing a copy in the U.S. Mail, directed to each of the above-named parties at the addresses given below, this 14th day of July, 1997.

USA Waste Services, Inc., c/o James R. Weiss, Preston, Gates, Suite 500, 1735 New York Ave., NW., Washington, DC 20006

USA Waste Services, Inc., c/o James D. McCarthy, Hughes & Luce, 1717 Main Street, Suite 2800, Dallas, TX 75201

Allied Waste Industries, Inc., c/o Tom D. Smith, Jones, Day, Reavis, & Pogue, Metropolitan Square, 1450 G Street, NW., Washington, DC 20005-2088

Allied Waste Industries, Inc., c/o Thomas R. Jackson, Jones, Day, Reavis & Pogue, 2300 Trammel Crow Center, 2001 Ross Avenue, Dallas, TX 75202-2598

State of Texas: Amy Krasner, Assistant Attorney General, Antitrust Section, Office of the Attorney General of

Texas, P.O. Box 12548, Austin, TX 78711-2548

David R. Bickel,

Attorney, U.S. Department of Justice, Antitrust Division, 1401 H Street, N.W., Suite 3000, Washington, D.C. 20530, (202) 307-0924, (202) 307-6283 (Facsimile).

#### United States District Court, Northern District of Texas, Forth Worth Division

United States of America and State of Texas, Plaintiffs, v. Allied Waste Industries, Inc. Defendant. Civil Action No.: 497-CV 564 E. Filed 7/29/97.

#### Final Judgment

Whereas, plaintiffs, United States of America ("United States") and the State of Texas ("Texas"), having filed their Complaint herein on July 11, 1997, and Amended Complaint on July 29, 1997, and plaintiffs and defendant Allied Waste Industries, Inc. ("Allied"), by its attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting any evidence against or an admission by any party with respect to any issue of law or fact herein;

And Whereas, defendant Allied has agreed to be bound by the provisions of this Final Judgment pending its approval by the Court;

And Whereas, prompt and certain divestiture of certain assets to assure that competition is not substantially lessened is the essence of this agreement;

And Whereas, the parties intend to require Allied to divest Airspace Assets as specified herein;

And Whereas, defendant has represented to plaintiffs that the divestiture required below can and will be made and that Allied will later raise no claims of hardship or difficulty as grounds for asking the Court to modify any of the terms contained below;

Now, Therefore, before the taking of any testimony, and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby *Ordered, Adjudged, and Decreed* as follows:

#### I. Jurisdiction

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

#### II. Definitions

As used in this Final Judgment:

A. "Allied" means defendant Allied Waste Industries, Inc., a Delaware

corporation with its headquarters in Phoenix, Arizona, and its successors and assigns, their subsidiaries, affiliates, directors, officers, managers, agents and employees.

B. "USA Waste" means USA Waste Services, Inc., a Delaware corporation with its headquarters in Houston, Texas, and its successors and assigns, their subsidiaries, affiliates, directors, officers, managers, agents and employees.

C. "Tarrant County Area" means the Texas counties of Tarrant, Johnson and Denton.

D. "Crow Landfill" means that landfill also known as the Fort Worth Landfill and located in Tarrant County at 7797 Confederate Park Road, Fort Worth, Texas 76108.

E. "Turkey Creek Landfill" means that landfill located in Johnson County at Interstate 35 West and Exit 21, P.O. Drawer 0, Alvarado, Texas 76009.

F. "Airspace Assets" means the assets to be divested by Allied in this Final Judgment. The term means the right to dispose (1) over a five-year period, beginning on the date of the divestiture, or the life of the Crow Landfill, whichever is longer, of up to a total of 880,000 cubic yards of waste, measured at the gate house, at the Crow Landfill, and (2) over a ten-year period, beginning on the date of the divestiture, of up to a total of 560,000 cubic yards of waste at the Turkey Creek Landfill. The disposal volumes specified at each landfill shall be subject to modification in accordance with the provisions of Sections IV.D(3) and IV.D(4) herein. The aggregate airspace rights at the Crow Landfill and the Turkey Creek Landfill may be divided and sold to separate purchasers. In addition, the airspace rights at each landfill may be sold to more than one purchaser. In any single year, the purchaser(s) of the airspace rights may not dispose of more than the Maximum Annual Disposal amount specified in Section II.G.

G. "Maximum Annual Disposal" means the maximum amount the purchaser of the airspace rights may dispose of in one year at the Crow or Turkey Creek Landfills under an agreement to purchase Airspace Assets. Based on the total cubic yards specified in Section II.F, the "Maximum Annual Disposal" is 275,000 cubic yards at the Crow Landfill and 125,000 cubic yards at the Turkey Creek Landfill, plus any increases in the Airspace Assets due to the inclusion of additional space as required by Sections IV.B, IV.D(3) and IV.D(4). If more than one company purchases the Airspace Assets at the Crow Landfill, the Maximum Annual Disposal for each purchaser shall be

specified in the respective purchase agreement, and the collective total of all purchasers' Maximum Annual Disposals at the Crow Landfill shall be no less than 275,000 cubic yards. If more than one company purchases the Airspace Assets at the Turkey Creek Landfill, the Maximum Annual Disposal for each purchaser shall be specified in the respective purchase agreement, and the collective total of all purchasers' Maximum Annual Disposals at the Turkey Creek Landfill shall be no less than 125,000 cubic yards.

H. "Independent Hauler" means any private company (other than Waste Management of North America, Inc. ("WMI"), Waste Management, Incorporated ("WMX") or Allied) or municipality that provides waste hauling service in the Tarrant County Area.

### *III. Applicability*

A. The provisions of this Final Judgment apply to the defendant Allied, its successors and assignees, its subsidiaries, affiliates, directors, officers, managers, agents, and employees, and all other persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment by personal service or otherwise.

B. Allied shall require, as a condition of the sale or other disposition of all or substantially or all of its assets, or of a business unit that includes Allied's disposal business in the Tarrant County Area, that the acquiring party or parties agree to be bound by the provisions of this Final Judgment.

### *IV. Divestiture of Assets and Other Terms*

A. Allied is hereby ordered and directed, within one hundred twenty (120) days from the filing of the Complaint in this matter, or within five (5) days after notice of the entry of this Final Judgment by the Court, whichever is later, to divest the Airspace Assets as specified in Section II.F to a firm which is acceptable to the United States, in its sole determination, after consultation with Texas. Allied is further ordered and directed to notify plaintiffs in writing immediately when they have completed the divestitures.

B. Following the date of divestiture, Allied shall maintain detailed records, subject to inspection by the United States and Texas in accordance with the provisions of Section IX.

C. If Allied closes the Crow Landfill during the term of any agreement to purchase Airspace Assets applicable to the Crow Landfill, Allied shall meet its obligations under each purchase

agreement for Airspace Assets by providing equivalent space at the Turkey Creek Landfill. The space at the Turkey Creek Landfill shall be provided under the same terms and conditions which were previously available to the purchaser(s) at the Crow Landfill, or, at the purchaser's option, under those disposal terms and conditions previously available to the purchasers of the Airspace Assets at the Turkey Creek Landfill.

D. Allied is hereby ordered and directed to comply with the following obligations:

(1) Assurance of Space Letters. Allied will supply, in a timely manner, any Independent Hauler with a letter assuring a municipality that the hauler can dispose of that municipality's waste in Allied's Crow or Turkey Creek Landfills.

(2) Nondiscrimination. Allied agrees that (a) for any hauler or municipality it has agreed to accept waste from at either the Crow or Turkey Creek Landfills, and (b) for each purchaser of Airspace Assets or such persons designated by the purchaser to dispose of waste at the Crow or Turkey Creek Landfills, it will operate that landfill, gate, scale house, and disposal area under terms and conditions no less favorable than those provided to Allied's vehicles or to the vehicles of any municipality in the Tarrant County Area, except as to price and credit terms.

(3) Additional Airspace Assets. If Allied obtains a permit within ten years to expand the Crow Landfill or to develop a new landfill adjacent to the Crow Landfill, it agrees to sell 20% of the expanded capacity to the existing Airspace Assets purchaser(s) at rates agreed to in the original purchase agreement for airspace assets. If the purchaser(s) does not buy the Additional Airspace Assets, Allied agrees to offer those assets for sale in the same manner it sold the original Airspace Assets.

(4) Airspace Asset Minimums. The amounts of waste to be divested under the sale of the Airspace Assets are minimums and are based on cubic yards measured at the gate. If the actual remaining capacity at the Crow Landfill is greater than the original estimate of 4.4 million gate yards, Allied shall offer to sell (a) at the Crow Landfill, 20% of the remaining disposal capacity in excess of 4.4 million gate yards, and (b) at the Turkey Creek Landfill, 10% of the remaining disposal capacity in excess of 4.4 million gate yards, to the purchaser(s) of the Airspace Assets at the rates and terms specified in each

purchase agreement for the Airspace Assets.

(5) Approval. Allied will not repurchase any portion of the Airspace Assets without approval from the Department of Justice, in its sole determination, after consultation with Texas.

E. As part of the sale of the Airspace Assets, Allied will include an agreement to accept waste from each purchaser or such persons designated by the purchaser to dispose of waste at the Crow Landfill or the Turkey Creek Landfill.

F. Unless the United States, after consultation with Texas, otherwise consents in writing, divestiture under Section IV.A, or by the trustee appointed pursuant to Section V, shall be accomplished in such a way as to satisfy the United States, in its sole determination after consultation with Texas, that the Airspace Assets can and will be used by the purchaser as part of a viable, ongoing business engaged in solid waste disposal in the Tarrant County Area. The divestiture made by Allied under Section IV.A or by the trustee under Section V.A shall be made (1) to a purchaser or purchasers that, in the sole judgment of the United States, has or have the capability and intent of competing effectively in the Tarrant County Area, and (2) has or have the managerial, operational, and financial capability to compete effectively in solid waste disposal in the Tarrant County Area.

G. In accomplishing the divestitures ordered by this Final Judgment, Allied promptly shall make known, by usual and customary means, the availability of the Airspace Assets described in this Final Judgment. Allied shall inform any person making an inquiry regarding a possible purchase that the sale is being made pursuant to this Final Judgment and provide such person with a copy of this Final Judgment. Allied shall also offer to furnish to all bona fide prospective purchasers, subject to customary confidentiality assurances, all information regarding the Airspace Assets customarily provided in a due diligence process except such information subject to attorney-client or work-product privileges. Allied shall make available such information to plaintiffs at the same time such information is made available to any other person. In giving notice of the availability of the Airspace Assets, Allied shall not exclude any persons bound by any non-compete obligations to Allied or USA Waste.

H. Allied shall waive any non-compete obligation that would prohibit

any person from acquiring the Airspace Assets.

I. Allied shall take all reasonable steps to accomplish quickly the divestiture contemplated by this Final Judgment.

J. Pursuant to its divestiture of the Airspace Assets, Allied shall promptly advise the United States and Texas of its method for determining capacity at the Crow Landfill and for informing purchaser(s) expeditiously of any increase in the Airspace Assets as specified in Section IV.D(4). The proposed method shall be subject to the approval of the United States, in its sole determination, after consultation with Texas.

#### *V. Appointment of Trustee*

A. In the event that Allied has not divested all of the assets required by Section IV.A, within the applicable time period specified, the Court shall appoint, on application of the United States, after consultation with Texas, a trustee selected by the United States to effect the divestiture required by Section IV.A. After the appointment of a trustee becomes effective, only the trustee shall have the right to sell the assets required to be divested pursuant to Section IV.A. Subject to Sections V.B and VI of this Final Judgment, the trustee shall have the power and authority to hire at the cost and expense of Allied any investment banker, attorneys or other agents reasonably necessary in the judgment of the trustee to assist in the divestiture, and such professionals or agents shall be solely accountable to the trustee. The trustee shall have the power and authority to accomplish the divestiture at the best price then obtainable upon a reasonable effort by the trustee, subject to the provisions of Section VI of this Final Judgment, and shall have such other powers as the Court shall deem appropriate. The trustee shall have the power and authority to accomplish the divestiture at the earliest possible time to a purchaser acceptable to the United States, in its sole judgment after consultation with Texas. Allied shall not object to a sale by the trustee on any grounds other than the trustee's malfeasance. Any such objections by Allied must be conveyed in writing to plaintiffs and the trustee within ten (10) days after the trustee has provided the notice required under Section VI.

B. The trustee shall serve at the cost and expense of Allied, on such terms and conditions as the Court may prescribe, and shall account for all monies derived from the sale of the assets sold by the trustee and all costs and expenses so incurred. After approval by the Court of the trustee's

accounting, including fees for its services, all remaining money shall be paid to Allied and the trust shall then be terminated. The compensation of such trustee shall be reasonable and based on a fee arrangement providing the trustee with an incentive based on the price and terms of the divestiture and the speed with which it is accomplished.

C. Allied shall use its best efforts to assist the trustee in accomplishing the required divestiture. Subject to a customary confidentiality agreement, the trustee and any consultants, accountants, attorneys, and other persons retained by the trustee shall have full and complete access to the personnel, books, records, and facilities of the divestiture assets, and Allied shall develop financial or other information relevant to such assets as the trustee may reasonably request. Allied shall take no action to interfere with or to impede the trustee's accomplishment of the divestiture.

D. After its appointment becomes effective, the trustee shall file monthly reports with the parties and the Court setting forth the trustee's efforts to accomplish the divestiture ordered under this Final Judgment, provided, however, that to the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. Such reports shall include the name, address and telephone number of each person who, during the preceding month, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, the Airspace Assets, and shall describe in detail each contact with any person during that period. The trustee shall maintain full records of all efforts made to divest the Airspace Assets.

E. If the trustee has not accomplished such divestiture within six months after its appointment becomes effective, the trustee shall thereupon promptly file with the Court a report setting forth (1) the trustee's efforts to accomplish the required divestiture, (2) the reasons, in the trustee's judgment, why the required divestiture has not been accomplished, and (3) the trustee's recommendations, provided however, that to the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. The trustee shall at the same time furnish such report of the parties, who shall each have the right to be heard and to make additional recommendations consistent with the purpose of the Final Judgment. The Court shall thereafter enter such orders

as it shall deem appropriate in order to carry out the purpose of the Final Judgment, which shall, if necessary, include extending the trust and the term of the trustee's appointment.

#### *VI. Notification*

A. Within two (2) business days following execution of a binding agreement to divest, including all contemplated ancillary agreements required to effect any proposed divestiture pursuant to Section IV or V of the Final Judgment, Allied or the trustee, whichever is then responsible for effecting the divestiture required herein, shall notify plaintiffs of the proposed divestiture. If the trustee is responsible, it shall similarly notify Allied. The notice shall set forth the details of the proposed transaction and list the name, address, and telephone number of each person not previously identified who offered or expressed an interest or desire to acquire any ownership interest in the Airspace Assets or any of them, together with full details of the same. Within fifteen (15) days after receipt of the notice, plaintiffs may request from Allied, the proposed purchasers, or the trustee, if applicable, additional information concerning the proposed divestiture, the proposed purchaser or purchasers, and any other potential purchaser. Allied or the trustee shall furnish the additional information within fifteen (15) days of the receipt of the request. Within thirty (30) days after receipt of the notice or within fifteen (15) days after receipt of the additional information, whichever is later, the United States, after consultation with Texas, shall notify in writing Allied and the trustee, if there is one, if it objects to the proposed divestiture. If the United States fails to object within the period specified, or if the United States notifies in writing Allied and the trustee, if there is one, that it does not object, then the divestiture may be consummated, subject only to Allied's limited right to object to the sale under Section V.A. Upon objection by Allied under Section V.A., a divestiture proposed shall not be consummated unless approved by the Court.

B. Thirty (30) days from the date when the sale of the Crow Landfill from USA Waste to Allied is consummated, but in no event later than August 30, 1997, and every thirty (30) days thereafter until the divestiture has been completed, Allied shall deliver to plaintiffs an affidavit as to the fact and manner of compliance with Sections IV and V of this Final Judgment. Each such report shall include, for each person who during the preceding thirty (30)

days made an offer, expressed an interest or desire to acquire, entered into negotiations to acquire, or made an inquiry about acquiring any ownership interest in the Airspace Assets or any of them, the name, address, and telephone number of that person and a detailed description of each contact with that person during that period. Allied shall maintain full records of all efforts made to divest the Airspace Assets or any of them.

#### *VII. Financing*

Allied shall not finance all or any part of any purchase made pursuant to Sections IV or V of this Final Judgment without the prior written consent of the United States, after consultation with Texas.

#### *VIII. Preservation of Assets*

Until the divestitures required by the Final Judgment have been accomplished, Allied shall take all steps necessary to ensure that the Airspace Assets are fully maintained in operable condition, and shall maintain and adhere to normal or previously approved repair, improvement, and maintenance schedules and comply with all federal and state regulations concerning landfills. Allied shall also take no action that would jeopardize the sale of the Airspace Assets. Allied shall appoint a person with oversight responsibility for the preservation of assets to insure compliance with this section of the Final Judgment.

#### *IX. Compliance Inspection*

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

A. Duly authorized representatives of the United States or Texas, including consultants and other persons retained by the plaintiffs, shall, upon the written request of the Assistant Attorney General in charge of the Antitrust Division or the Attorney General of the State of Texas, and on reasonable notice to Allied made to its principal offices, be permitted:

1. Access during office hours to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of Allied, which may have counsel present, relating to any matters contained in this Final Judgment; and
2. Subject to the reasonable convenience of Allied and without restraint or interference from them, to interview, either informally or on the record, Allied's directors, officers, employees, and agents who may have

counsel present, regarding any such matters.

B. Upon the written request of the Assistant Attorney General in charge of the Antitrust Division or the Attorney General of the State of Texas made to Allied and USA Waste at its principal offices, defendant shall submit such written reports, under oath if requested, with respect to any of the matters contained in this Final Judgment as may be requested.

C. No information nor any documents obtained by the means provided in this Section IX shall be divulged by any representative of the United States or the Office of the Attorney General of Texas to any person other than a duly authorized representative of the Executive Branch of the United States or of the Office of the Attorney General of Texas except in the course of legal proceedings to which the United States or Texas is a party (including grand jury proceedings), or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If at the time information or documents are furnished by Allied to plaintiffs, Allied represents and identifies in writing the material in any such information or documents for 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 plaintiffs shall give ten (10) days notice to Allied prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which Allied is not a party.

#### *X. Retention of Jurisdiction*

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

#### *XI. Termination*

Unless this Court grants an extension, this Final Judgment will expire on the tenth anniversary of the date of its entry.

#### *XII. Public Interest*

Entry of this Final Judgment is in the public interest.

Dated: \_\_\_\_\_

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

United States District Judge

#### **United States District Court, Northern District of Texas, Fort Worth Division**

United States of America and State of Texas, Plaintiffs, v. Allied Waste Industries, Inc., Defendant.

Civil Action No.: 497-CV 564 E.

#### **Competitive Impact Statement**

The United States, pursuant to Section 2(b) of the Antitrust Procedures and Penalties Act ("APPA"), 15 U.S.C. § 16(b)-(h), files this Competitive Impact Statement relating to the proposed Final Judgment submitted for entry in this civil antitrust proceeding.

#### *I. Nature and Purpose of the Proceeding*

On July 14, 1997, the United States filed a civil antitrust Complaint alleging that the proposed acquisition by Allied Waste Industries, Inc. ("Allied") of the Crow Landfill in Tarrant County, Texas from USA Waste Industries, Inc. ("USA Waste") would violate Section 7 of the Clayton Act, 15 U.S.C. § 18. An Amended Complaint was filed on July 29, 1997. The Complaint alleges that Allied and USA Waste are two of only four competitors in the greater Tarrant County area that operate commercial landfills for the disposals of municipal solid waste ("MSW") generated in Tarrant County. If the acquisition were consummated, there would be only three operators competing to dispose of MSW generated in Tarrant County, and that loss of competition would likely result in consumers paying higher prices for waste disposal and hauling and receiving fewer or lesser quality services. MSW disposal is a service which involves the receiving of waste at landfills from haulers which have collected paper, food, construction material and other solid wastes from homes, businesses and industries, and transported that waste to a landfill. The payer for relief in the Complaint seeks: (1) a judgment that the proposed acquisition would violate Section 7 of the Clayton Act; and (2) a permanent injunction preventing Allied from acquiring the Crow Landfill from USA Waste.

When the Complaint was filed, the United States also filed a proposed settlement that would permit Allied to complete its acquisition of USA Waste's Crow Landfill, but require certain divestitures of Airspace Assets and other terms that will preserve competition in the relevant market. This settlement consists of a Stipulation and Order and a proposed Final Judgment.

The proposal Final Judgment requires Allied to sell the right to dispose of waste at the Crow Landfill being acquired by Allied from USA Waste, and at Allied's Turkey Creek Landfill in Johnson County. In particular, Allied is ordered to (1) divest up to a total of 880,000 cubic yards of disposal space, measured at the gate house, at the Crow Landfill over a five year period or the life of the Crow Landfill, whichever is longer; and (2) divest up to a total of 560,000 cubic yards of disposal space at the Turkey Creek Landfill over a ten year period (together, "Airspace Assets"). The Airspace Assets may be divided and sold to separate purchasers. In any single year, the purchaser(s) of the Airspace Assets may not dispose of more than the Maximum Annual Disposal amounts specified in the Final Judgment, which is 275,000 cubic yards at Crow and 125,000 cubic yards at Turkey Creek.

Allied is also required to supply, in a timely manner, any Independent Hauler with a letter assuring the municipality that the hauler can dispose of that municipality's waste in Allied's Crow or Turkey Creek Landfills. Allied has agreed to nondiscrimination terms. It will accept waste from haulers not affiliated with Allied under conditions no less favorable than those provided to Allied's vehicles. Further, if Allied obtains a permit within ten years to expand the Crow Landfill or to develop a new landfill adjacent to the Crow Landfill, it agrees to sell 20% of the expanded capacity to the existing Airspace Assets purchaser(s) at the rates and terms specified in the original Airspace Assets purchase agreement. If the purchaser does not buy the assets, Allied will offer it for sale in the same manner it sold the original Airspace Assets.

The amounts of disposal space to be divested are minimums and are based on cubic yards measured at the gate. If the actual remaining capacity of the Crow Landfill is greater than 4.4 million cubic yards, Allied must offer for sale 20% of the additional capacity at the Crow Landfill and 10% of the additional capacity at the Turkey Creek Landfill at the rates and terms specified in the original Airspace Assets purchase agreement(s). Allied will not repurchase any portion of the assets without approval from the Department of Justice after consultation with Texas.

The plaintiffs and defendant have stipulated that the proposed Final Judgment may be entered after compliance with the APPA. Entry of the proposed Final Judgment would terminate the action, except that the Court would retain jurisdiction to

construe, modify, or enforce the provisions of the proposed Final Judgment and to punish violations thereof.

## *II. Description of the Events Giving Rise to the Alleged Violation*

### *A. The Defendant and the Proposed Transaction*

Allied is among the ten largest solid waste hauling and disposal companies in the nation, and serves municipal, commercial, industrial and residential customers in 22 states. USA Waste is the third largest in the nation, and serves the same type of customers in 32 states. In 1996, Allied had total revenues of over \$806 million and USA Waste had total revenues of over \$1 billion.

On March 7, 1997, Allied agreed to acquire the Crow Landfill and other assets from USA Waste. This transaction, which would take place in the highly concentrated MSW disposal market at commercial landfills in the greater Tarrant County area, precipitated the government's suit.

### *B. Product and Geographic Markets*

The requirements imposed by Texas law and regulations limit the means by which MSW can be properly disposed. Landfills that are open to the general public, or "commercial landfills," generally accept MSW from anyone or anywhere. Disposal of MSW at these commercial landfills is a line of commerce and a relevant product market. Landfills that accept MSW from only certain areas, such as Arlington, Grand Prairie, and the City of Fort Worth landfills or "captive landfills," are not viewed by most haulers of MSW to be substitutes for commercial landfills which includes Tarrant County, northern Johnson County, and southern Denton County. One of the captive landfills, the City of Fort Worth landfill, primarily accepts waste hauled to it from private individuals rather than commercial haulers.

The cost of transporting MSW to a landfill site can be a substantial component of the cost of disposal. Total disposal costs may account for as much as 50 percent of the actual amount charged by a hauler for its collection services, hence limiting the areas where MSW can be economically transported and disposed of by haulers. The geographic location of landfills and associated transportation costs create localized markets for the disposal of MSW.

Due to the high costs of transporting MSW, and the substantial travel time to other landfills based on distance or

congested roadways, haulers of MSW generated in Tarrant County are limited to those commercial landfills located in the greater Tarrant County area, which includes Tarrant County, northern Johnson County, and southern Denton County. The four operators of commercial landfills in the relevant geographic market to which haulers of MSW generated in Tarrant County turn to dispose of MSW are USA Waste, which owns the Crow Landfill; Allied, which owns the Turkey Creek Landfill; WMI, which owns both the Westside Landfill and DFW Landfill; and the City of Farmers Branch, which owns the Camelot Landfill.

### *C. Harm to Competition as a Consequence of the Acquisition*

The Complaint alleges that the transaction would have the following effects, among others: that competition generally in providing disposal at commercial landfills to haulers of MSW generated in Tarrant County would be lessened substantially; that actual and potential competition between Allied and USA Waste in providing disposal at commercial landfills to haulers of MSW generated in Tarrant County will be eliminated; and that competition for the hauling of MSW generated in Tarrant County may be substantially lessened.

Should Allied acquire the Crow Landfill, there will be only three landfill operators in the relevant market. The elimination of one of such a small number of significant competitors will significantly increase the likelihood that consumers will face higher prices and poor quality service for the disposal of MSW generated in Tarrant County.

Allied and USA Waste compete with each other and with other companies to provide MSW disposal services in the greater Tarrant County area. That competition has resulted in lower waste disposal prices to haulers, which in turn has permitted those haulers to compete more effectively for business in Tarrant County. The elimination of competition resulting from the proposed acquisition of the Crow Landfill by Allied will likely result in price increases for the disposal of MSW generated in Tarrant County.

Using a measure of market concentration called the Herfindahl-Hirschman Index ("HHI"), which is defined and explained in Appendix A, the post-acquisition HHI, based on the amount of waste from Tarrant County disposed of in 1996 at the five landfills in the relevant geographic market, would exceed 3500, with an increase in the HHI of over 400. This number is likely understated because the capacity limitations on the Camelot Landfill limit



its ability to provide a competitive constraint. Thus, an acquisition by Allied of the Crow Landfill would substantially increase concentration in the market.

Obtaining regulatory approval for either a new landfill or the expansion of an existing landfill in the greater Tarrant County area is a costly and time consuming process that can take several years. Entry by a new landfill or through the expansion of an existing one would not be timely, likely or sufficient to prevent harm to competition.

Allied is also engaged in the collection and hauling of waste in the relevant geographic market. Allied and WMI are the dominant haulers in the relevant geographic market and account for roughly 80% of the hauling by private firms in Tarrant County. Post-acquisition, Allied would have an increased incentive to raise disposal prices to rival haulers in Tarrant County, to create a substantial barrier for entry to new haulers, or selectively to raise prices to punish or impede independent haulers who attempt to compete with it in Tarrant County.

### *III. Explanation of the Proposed Final Judgment*

The provisions of the proposed Final Judgment are designed to eliminate the anticompetitive effects of the acquisition of the Crow Landfill by Allied from USA Waste.

The proposed Final Judgment requires the Airspace Assets to be divested within one hundred twenty (120) days from the filing of the complaint, or within five (5) days after notice of the entry of the Final Judgment. The Airspace Assets will be divested to a purchaser, or purchasers, who demonstrate to the sole satisfaction of the United States (after consultation with the State of Texas) that the assets will be used as part of an ongoing business engaged in solid waste disposal. If allied fails to sell the Airspace Assets, a trustee will be appointed. The Final Judgment provides that Allied will pay all costs and expenses of the trustee. The trustee's commission will be structured so as to provide an incentive for the trustee based on the price obtained and the speed with which divestiture is accomplished. After his or her appointment becomes effective, the trustee will file monthly reports with the parties and the Court, setting forth the trustee's efforts to accomplish divestiture. If the trustee has not accomplished the divestiture within six months of its appointment, the trustee and the parties will make recommendations to the Court which

shall enter such orders as appropriate in order to carry out the purpose of the trust, including extending the trust or the term of the trustee's appointment.

The relief sought in the Complaint has been tailored to insure that it will protect consumers of hauling services and MSW disposal services at commercial landfills from the higher prices and poorer quality service that might otherwise result from the acquisition.

### *IV. Remedies Available to Potential Private Litigants*

Section 4 of the Clayton Act (15 U.S.C. § 15) provides that any person who has been injured as a result of conduct prohibited by the antitrust laws may bring suit in federal court to recover three times the damages the person has suffered, as well as costs and reasonable attorneys' fees. Entry of the proposed Final Judgment will neither impair nor assist the bringing of any private antitrust damage action. Under the provisions of Section 5(a) of the Clayton Act (15 U.S.C. § 16(a)), the proposed Final Judgment has no *prima facie* effect in any subsequent private lawsuit that may be brought against defendant.

### *V. Procedures Available for Modification of the Proposed Final Judgment*

The United States and defendant have consented that a 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 of a Final Judgment upon the Court's determination that the proposed Final Judgment is in the public interest. The APPA provides a period of at least 60 days preceding the effective date of the proposed Final Judgment within which any person may submit to the United States written comments regarding the proposed Final Judgment. Any person who wishes to comment should do so within sixty (60) days of the date of publication of this Competitive Impact Statement in the **Federal Register**. The United States will evaluate and respond to the comments. All comments will be given due consideration by the Department of Justice, which remains free to withdraw its consent to the proposed Judgment at any time prior to entry. The comments and the response of the United States will be filed with the Court and published in the **Federal Register**. Written comments should be submitted to: J. Robert Kramer II, Chief, Litigation II Section, Antitrust Division, United States Department of Justice,

1401 H Street, NW., Suite 3000, 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 Allied. The United States could have brought suit and sought preliminary and permanent injunctions against Allied's acquisition. The United States is satisfied, however, that the divestiture of the described assets and the other terms specified in Part I and in the proposed Final Judgment will encourage viable MSW disposal competitors in the greater Tarrant County area. The United States is satisfied that the proposed relief will prevent the acquisition from having anticompetitive effects in this market. The divestiture of Airspace Assets Space and the other proposed terms will restore the market to a structure that existed prior to the acquisition and will preserve the existence of independent hauling competitors in the area.

### *VII. Standard of Review Under the APPA for 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." In making that determination, the Court may consider—

(1) The competitive impact of such judgment, including termination of alleged violations, provisions for enforcement and modification, duration or relief sought, anticipated effects of alternative remedies actually considered, and any other considerations bearing upon the adequacy of such judgment;

(2) The impact of entry of such judgment 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) (emphasis added). As the Court of Appeals for the District of Columbia Circuit recently 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*, 56 F.3d 1448 (D.C. Cir. 1995).

In conducting this inquiry, "the Court is nowhere compelled to go to trial or to enage in extended proceedings which might have the effect of vitiating the benefits of prompt and less costly settlement through the consent decree process."<sup>1</sup> Rather, absent 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. ¶ 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) quoting *United States v. Bechtel Corp.*, 648 F.2d 660, 666 (9th Cir.), cert. denied, 454 U.S. 1083 (1981); see also, *Microsoft*, 56 F.3d 1448 (D.C. Cir.1995). Precedent requires that

the balancing 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.<sup>2</sup>

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.' (citation omitted)."<sup>3</sup>

#### VIII. Determinative Documents

There are no determinative materials or documents within the meaning of the APPA that were considered by the United States in formulating the proposed Final Judgment.

Respectfully submitted,

For Plaintiff United States of America:

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978-3291, 817-978-6351 (Facsimile).

Dated: July 29, 1997.

#### Certification of Service

I hereby certify that a copy of the foregoing has been served upon the attorneys for USA Waste Service, Inc., the attorneys for Allied Waste Industries, Inc. and the Office of the Attorney General of the State of Texas, by placing a copy in the U.S. Mail, directed to each of the above-named parties at the addresses give below, this 29th day of July, 1997.

USA Waste Services, Inc., c/o James R. Weiss, Preston, Gates, Suite 500, 1735

New York Ave., NW., Washington, DC 20006

USA Waste Services, Inc., c/o James D. McCarthy, Hughes & Luce, 1717 Main Street, Suite 2800, Dallas, TX 75201

Allied Waste Industries, Inc., c/o Tom D. Smith, Jones, Day, Reavis & Pogue, Metropolitan Square, 1450 G Street, NW., Washington, DC 20005-2088

Allied Waste Industries, Inc., c/o Thomas R. Jackson, Jones, Day, Reavis & Pogue, 2300 Trammel Crow Center, 2001 Ross Avenue, Dallas, TX 75202-2598

State of Texas: Amy Krasner, Assistant Attorney General, Antitrust Section, Office of the Attorney General of Texas, P.O. Box 12548, Austin, TX 78711-2548

David R. Bickel,

Attorney, U.S. Department of Justice,  
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## DEPARTMENT OF JUSTICE

### Immigration and Naturalization Service

[INS No. 1851-97]

#### Change in Production of the Form I-551, Alien Registration Receipt Card

**AGENCY:** Immigration and Naturalization Service, Justice.

**ACTION:** Notice.

**SUMMARY:** In September 1997, the Immigration and Naturalization Service (INS or Service) will produce the Form I-551, Alien Registration Receipt Card (ARC) using an Integrated Card Production System (ICPS). At that time, the Service will transfer production of the ARC from the Immigration Card Facility (ICF) to the ICPS located at INS service centers. These changes will increase efficiency in producing the ARCs, allow the Service to be more responsive to inquiries from applicants, their representatives, and benefit-granting agencies, and will enhance the Service's ability to produce a more secure ARC.

**EFFECTIVE DATE:** September 1, 1997.

#### FOR FURTHER INFORMATION CONTACT:

Geoff Verderosa, Immigration and Naturalization Service, Benefits Division, Residence and Status Services, 425 I Street, NW., Room 3214, Washington, DC 20536, Telephone 202-514-3156.

<sup>1</sup> 119 Cong. Rec. 24598 (1973). See, *United States v. Gillette Co.*, 406 F. Supp. 713, 715 (D.Mass.1975). A "public interest" determination can be made properly on the basis of the Competitive Impact Statement and Response to Comments filed 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. 93-1463, 93rd Cong. 2d Sess. 8-9, reprinted in (1974) U.S. Code Cong. & Ad. News 6535, 6538.

<sup>2</sup> *United States v. Bechtel*, 648 F.2d at 666 (citations omitted) (emphasis added); see *United States v. BNS, Inc.*, 858 F.2d at 463; *United States v. National Broadcasting Co.*, 449 F. Supp. 1127, 1143 (C.D. Cal. 1978); *United States v. Gillette Co.*, 406 F. Supp. at 716. See also *United States v. American Cyanamid Co.*, 719 F.2d at 565.

<sup>3</sup> *United States v. American Tel. and Tel. Co.*, 552 F. Supp. 131, 150 (D.D.C. 1982), aff'd sub nom. *Maryland v. United States*, 460 U.S. 1001 (1983) quoting *United States v. Gillette Co.*, supra, 406 F. Supp. at 716; *United States v. Alcan Aluminum, Ltd.*, 605 F. Supp. 619, 622 (W.D. Ky 1985).