

Finally, prior notice to the Department of any acquisition by a defendant of a laminated tube competitor imposing non-compete obligations would ensure that the Department has an opportunity to get discovery and challenge any such arrangement deemed anticompetitive.

#### IV

##### *Remedies Available to Private Litigants*

Section 4 of the Clayton Act, 15 U.S.C. 15, provides that any person who has been injured as a result of conduct prohibited by the antitrust laws may bring suit in federal court to recover three times the 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 Judgment has no *prima facie* effect in any subsequent lawsuits that may be brought against the defendants in the matter.

#### V

##### *Procedures Available for Modification of the Proposed Judgment*

As provided by the Antitrust Procedures and Penalties Act, any person believing that the proposed Final Judgment should be modified may submit written comments to Mary Jean Moltenbrey, Chief, Civil Task Force, U.S. Department of Justice, Antitrust Division, 325 7th Street, NW., Suite 300, Washington, DC 20530, within the 60-day period provided by the Act. These comments, and the Department's responses, will be filed with the Court and published in the Federal Register. All comments will be given due consideration by the Department of Justice, which remains free, pursuant to a stipulation signed by the United States and defendants, to withdraw its consent to the proposed Judgment at any time prior to entry. Section VII of 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 modification, interpretation, or enforcement of the Final Judgment.

#### VI

##### *Determinative Materials/Documents*

No materials or documents of the type described in section 2(b) of the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b), were considered by the United States in formulating the proposed Final Judgment. However, a letter, dated June 21, 1996, from plaintiff's counsel to

counsel for defendant KMK, acknowledging KMK's right under current law to seek relief from the compliance provisions of Section VI in the event it believes a conflict has arisen between any request for information or documents under those provisions and foreign law, was considered determinative by KMK in agreeing to the proposed Judgment and is attached hereto as Exhibit A.

#### VII

##### *Alternative to the Proposed Final Judgment*

The alternative to the proposed Final Judgment is a full trial on the merits. While the Department is confident it would succeed in such a trial, this case involves difficult issues of law and fact, as well as obvious risks and costs to the United States, and success is not certain. The Final Judgment to which the parties have agreed provides virtually all the relief the Government sought in its complaint, and that relief will fully and effectively open the markets involved to competition.

Dated: June 25, 1996.

Respectfully submitted,

Thomas H. Liddle,

Scott A. Scheele,

*DC Bar No. 429061, Attorneys, U.S.*

*Department of Justice, Antitrust Division, 325 7th Street, NW, Washington, DC 20530.*

U.S. Department of Justice

*Antitrust Division*

*Liberty Place Building, Washington, DC 20530*

June 21, 1996.

MJM:RJZ

60-3083-0001

C. Loring Jetton, Jr., Esq.,

*Wilmer, Cutler & Pickering, 2445 M Street, N.W., Washington, D.C. 20037-1420, Fax (202) 663-6463.*

Re: *KMK Maschinen AG/Laminated Tubes*

Dear Mr. Jetton: During our negotiations of a consent decree in this case, you suggested the possibility that a conflict could arise between the compliance provisions in Section VI of the proposed decree, which authorize the Assistant Attorney General to inspect documents or conduct interviews and to request written reports, and laws or orders of foreign governments, which appear to prohibit compliance with such provisions. Of course, we would attempt to work with KMK to avoid any such conflict in exercising our rights under Section VI. In the event that we could not reach agreement with you, however, KMK would be free to seek relief from the decree court from its obligations to comply with any Section VI request. Under the principles set forth in *Societe Internationale v. Rogers*, 357 U.S. 197 (1958) and its progeny, KMK would have the burden of showing that (1) compliance with the

request is prohibited by foreign law, (2) KMK was not in any way responsible for creating the conflict between the judgment and foreign law, and (3) KMK has exercised its best efforts to obtain any waiver or permission from the foreign government and other relevant person(s) that would enable it to comply with the request.

Sincerely yours,

Robert J. Zastrow,

*Assistant Chief, Civil Task Force.*

[FR Doc. 96-16889 Filed 7-2-96; 8:45 am]

BILLING CODE 4410-01-M

##### **United States v. AnchorShade, Inc., No. 96-08426, S.D. Fla., filed June 20, 1996**

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)-(h), that a proposed Final Judgment, Stipulation and Competitive Impact Statement have been filed with the United States District Court for the Southern District of Florida in the above-captioned case.

On June 20, 1996, the United States filed a complaint to prevent and restrain the defendant from violating Section 1 of the Sherman Act. The complaint alleges that the defendant conspired to fix the price of outdoor umbrellas sold by the defendant to dealers throughout the United States by obtaining agreements from dealers to maintain the minimum resale price as a condition of receiving outdoor umbrellas from the defendant, and permitting dealers to discount in order to meet competition, but only if they obtained written approval in advance from AnchorShade, Inc. As a result of the conspiracy, the resale price of outdoor umbrellas was fixed and competition among dealers of outdoor umbrellas was restrained.

The proposed Final Judgment prohibits the defendant from entering into or maintaining any unlawful agreement with any dealer that fixes the price at which the dealer may sell the defendant's outdoor umbrellas to consumers; adopting any resale pricing policy wherein the defendant (1) Will sell only to a dealer that prices the defendant's outdoor umbrellas at or above the defendant's suggested resale price, and/or (2) will terminate any dealer for pricing below such suggested resale price; and threatening any dealer with termination or terminating any dealer from pricing below the defendant's suggested resale price, and discussing with any dealer any decision regarding termination of any other dealer for any reason related to pricing below the defendant's suggested resale price.

Public comment is invited within the statutory 60-day period. Such comments

will be published in the Federal Register and filed with the Court. Comments should be addressed to Ralph T. Giordano, Chief, New York Office, U.S. Department of Justice, Antitrust Division, 26 Federal Plaza, Room 3630, New York, New York 10278 (telephone: (212) 264-0390).

Rebecca P. Dick,  
*Deputy Director of Operations.*

United States District Court Southern District of Florida

In the matter of; UNITED STATES OF AMERICA, Plaintiff, v. ANCHORSHADE, INC., Defendant; Civil Action No. 96-08426, Judge Daniel T. K. Hurley.

### Stipulation

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

1. The parties to this Stipulation consent that a Final Judgment in the form attached may be filed and entered by the Court, upon any party's or 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), without further notice to any party or other proceedings, provided that plaintiff has not withdrawn its consent, which it may do at any time before entry of the proposed Final Judgment by serving notice on the defendant and by filing that notice with the Court.

2. If plaintiff withdraws its consent or the proposed Final Judgment is not entered pursuant to this Stipulation, this Stipulation shall be of no effect whatever and its making shall be without prejudice to any party in this or any other proceeding.

Dated: June 20, 1996.

For the Plaintiff:  
Anne K. Bingham,  
*Assistant Attorney General.*  
Joel I. Klein,  
*Deputy Assistant Attorney General.*  
Rebecca P. Dick,  
*Deputy Director of Operations.*  
Ralph T. Giordano,  
*Chief, New York Office.*

For the Defendant:  
Barry L. Haley,  
*Counsel for AnchorShade, Inc., Malin, Haley, DiMaggio and Crosby, P.A., Suite 1609, 1 East Broward Boulevard, Fort Lauderdale, Florida 33301.*  
Patricia L. Jannaco,  
*Attorney, Antitrust Division, United States Department of Justice, 26 Federal Plaza, Room 3630, New York, New York 10278, (212) 264-0660.*

### Final Judgment

Plaintiff, United States of America, having filed its complaint herein on , and plaintiff and defendant, AnchorShade, Inc., 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 such issue;

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

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 of the subject matter of this action and of the party consenting hereto. The complaint states a claim upon which relief may be granted against defendant under Section 1 of the Sherman Act (15 U.S.C. 1).

### II

#### Definitions

As used in this Final Judgment:

A. "Person" means any individual, corporation, partnership, company, sole proprietorship, firm or other legal entity.

B. "Dealer" means any person, not wholly owned by AnchorShade, Inc., who purchases or acquires outdoor umbrellas manufactured or sold by AnchorShade, Inc. for resale.

C. "Outdoor umbrellas" means collapsible devices that provide shade for protection against sun or weather.

D. "Resale price" means any price, price floor, price ceiling, price range, or any mark-up, formula or margin of profit relating to outdoor umbrellas sold by dealers.

### III

#### Applicability

A. This Final Judgment applies to defendant and to each of its officers, directors, agents, employees, subsidiaries, successors and assigns, and to 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. Defendant shall require, as a condition of the sale of all or substantially all of its assets or stock, that the acquiring party agree to be bound by the provisions of this Final Judgment.

### IV

#### Prohibited Conduct

A. Defendant is hereby enjoined and restrained from directly or indirectly entering into, adhering to, maintaining, furthering, enforcing or claiming any right under any contract, agreement, understanding, plan or program with any dealer to fix, stabilize or maintain the resale prices at which outdoor umbrellas sold or distributed by the defendant may be sold or offered for sale in the United States by any dealer.

B. Defendant is further enjoined and restrained for a period of five years from the date of entry of this Final Judgment from directly or indirectly announcing to the public or to any present or potential dealer of its outdoor umbrellas that defendant has or is adopting, promulgating, suggesting, announcing or establishing any resale pricing policy for outdoor umbrellas that provides that: (1) Defendant will sell only to a dealer that prices at or above defendant's suggested resale price, and/or (2) defendant will terminate any dealer for pricing below defendant's suggested resale price.

C. Defendant is further enjoined and restrained for a period of five years from the date of entry of this Final Judgment from (1) threatening any dealer with termination or terminating any dealer for pricing below the defendant's suggested resale price, and (2) discussing with any present or potential dealer any decision regarding termination of any other dealer for any reason directly or indirectly related to the latter dealer's pricing below defendant's suggested resale price; provided, however, that nothing herein shall prohibit the defendant during this

five-year period from terminating a dealer for using any of defendant's products to promote the sale of products manufactured by other companies, or any other reasons other than pricing below defendant's suggested resale price. Furthermore, nothing in this paragraph shall be deemed to prohibit the defendant from adopting suggested resale prices and communicating such resale prices to dealers.

## V.

### *Notification Provisions*

Defendant is hereby ordered and directed:

A. To send a written notice, and in the form attached as Appendix A to this Final Judgment, a copy of this Final Judgment, within sixty days of the entry of this Final Judgment, to each dealer who purchased outdoor umbrellas from defendant from January 1, 1992 to the date of entry of this Final Judgment.

B. To send a written notice, in the form attached as Appendix A to this Final Judgment, and a copy of this Final Judgment, to each dealer who purchases outdoor umbrellas from defendant within ten years of entry of this Final Judgment and who was not previously given such notice. Such notice shall be sent within thirty days after the shipment of outdoor umbrellas is made to such dealer by defendant.

## VI

### *Compliance Program*

Defendant is ordered to establish and maintain an antitrust compliance program which shall include designating, within thirty days of entry of this Final Judgment, an Antitrust Compliance Officer with responsibility for accomplishing the antitrust compliance program and with the purpose of achieving compliance with this Final Judgment. The Antitrust Compliance Officer shall, on a continuing basis, supervise the review of the current and proposed activities of his or her company to assure that it complies with this Final Judgment. The Antitrust Compliance Officer shall be responsible for accomplishing the following activities:

A. Furnishing a copy of this Final Judgment within thirty days of entry of this Final Judgment to each of AnchorShade, Inc.'s officers and directors and each of its employees, representatives or agents whose duties include supervisory or direct responsibility for the sale or advertising of outdoor umbrellas in the United States, except those employees whose functions are purely clerical or manual.

B. Distributing in a timely manner a copy of this Final Judgment to any owner, officer or employee who succeeds to a position described in Section VI A.

C. Briefing annually those persons designated in Sections VA A and B on the meaning and requirements of this Final Judgment and the antitrust laws.

C. Obtaining from each owner, officer or employee designated in Section VI A and B certification that he or she (1) has read, understands and agrees to abide by the terms of this Final Judgment; (2) understands that failure to comply with this Final Judgment may result in conviction for criminal contempt of court; and (3) is not aware of any violation of the Final Judgment that has not been reported to the Antitrust Compliance Officer.

E. Maintaining a record of recipients from whom the certification in Section VI D has been obtained.

## VII

### *Certification*

A. Within seventy-five days of this Final Judgment, defendant shall certify to plaintiff whether the defendant has designated an Antitrust Compliance Officer and has distributed the Final Judgment in accordance with Section VI A above.

B. For ten years after the entry of this Final Judgment, on or before its anniversary date, the defendant shall file with the plaintiffs an annual statement as to the fact of its compliance with the provisions of Sections V and VI.

C. If defendant's Antitrust Compliance Officer learns of any violations of any of the terms and conditions contained in this Final Judgment, defendant shall immediately notify the plaintiff and forthwith take appropriate action to terminate or modify the activity so as to comply with this Final Judgment.

## VIII

### *Plaintiff Access*

A. For the purpose of determining or securing compliance with this Final Judgment, and for no other purpose, duly authorized representatives of plaintiff shall, upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant, be permitted, subject to any legally recognized privilege:

1. Access during defendant's office hours to inspect and copy all records and documents in the possession or under the control of defendant, which

may have counsel present, relating to any matters contained in this Final Judgment.

2. To interview defendant's officers, employees and agents, who may have counsel present, regarding any such matters. The interviews shall be subject to the defendant's reasonable convenience.

B. Upon the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division made to defendant at its principal office, 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, subject to any legally recognized privilege.

C. No information or documents obtained by the means provided in this Section VIII shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If at the time information or documents are furnished by defendant to plaintiff, defendant represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and defendant marks each pertinent page of such materials, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then ten days notice shall be given by plaintiff to defendant prior to divulging such material in any legal proceeding (other than a grand jury proceeding), so that defendant shall have an opportunity to apply to this Court for protection pursuant to Rule 26(c)(7) of the Federal Rules of Civil Procedure.

E. Within ten days after receiving any request under Sections VIII A or VII B, defendant may apply to this Court for an order to quash or limit the scope of the request, and after providing plaintiff with an opportunity to respond to such application, this Court shall enter such order or directions as may be necessary or appropriate for carrying out and ensuring compliance with this Final Judgment.

## IX

### *Duration of Final Judgment*

Except as otherwise provided hereinabove, this Final Judgment shall

remain in effect until ten (10) years from the date of entry.

X

*Construction, Enforcement,  
Modification and Compliance*

Jurisdiction is retained by the 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 or directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of its provisions, for its enforcement or compliance, and for the punishment of any violation of its provisions.

XI

*Public Interest*

Entry of this Final Judgment is in the public interest.

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

United States District Court Judge

Appendix A

Dear AnchorShade Dealer. The Antitrust Division of the United States Department of Justice filed a civil suit alleging that from at least as early as December 1992 through at least February 1995, AnchorShade, Inc. (AnchorShade) entered into and maintained agreements with certain dealers to fix and maintain the resale prices of AnchorShade products. AnchorShade has agreed, without admitting any violation of the law and without being subject to any monetary penalties, to the entry of a civil Consent Order prohibiting certain pricing practices in the United States, including for a period of five years prohibiting AnchorShade from announcing to the public or to any dealer that AnchorShade has a resale pricing policy that contains any provision that provides that (a) AnchorShade will sell only to a dealer that prices at or above AnchorShade's suggested resale price, and/or (b) AnchorShade will terminate any dealer for pricing below AnchorShade's suggested resale price. A copy of the Order is enclosed.

Should you have any questions concerning this letter, please feel free to contact me.

Sincerely,

Certificate of Service

I, Patricia L. Jannaco, hereby certify that on the 20th day of June, 1996, I served the foregoing Stipulation and Proposed Final Judgment by causing copies thereof to be hand-delivered to: Barry L. Haley, Esq., Malin, Haley, DiMaggio and Crosby, P.A., Suite 1608,

1 East Broward Boulevard, Fort Lauderdale, Florida 33301.

Patricia L. Jannaco,

Attorney, Antitrust Division, United States Department of Justice, 26 Federal Plaza, Room 3630, New York, New York, 10278, (212) 264-0660.

United States District Court Southern District of Florida

In the matter of; United States of America, Plaintiff, v. Anchorshade, Inc., Defendant; Civil Action No. 96-08426, Filed: 6/20/96; 15 U.S.C. 1; 15 U.S.C. 4; Judge Daniel T.K. Hurley.

*Competitive Impact Statement*

The United States of America, pursuant to section 2 of the Antitrust Procedures and Penalties Act (APPA), 15 U.S.C. 16(b), submits this Competitive Impact Statement in connection with the proposed Final Judgment submitted for entry in this civil antitrust proceeding.

I

*Nature and Purpose of the Proceeding*

On June 20, 1996, the United States filed a civil antitrust complaint under Section 4 of the Sherman Act, as amended, 15 U.S.C. 4, alleging that the defendant AnchorShade, Inc. engaged in a combination and conspiracy, in violation of Section 1 of the Sherman Act, 15 U.S.C. 1, to fix the price of outdoor umbrellas sold by AnchorShade, Inc. to dealers throughout the United States. The complaint alleges that, in furtherance of this conspiracy, AnchorShade, Inc.:

(a) obtained agreements from dealers to maintain the minimum resale price as a condition of receiving outdoor umbrellas from AnchorShade, Inc.;

(b) permitted dealers to discount in order to meet competition, but only if the obtained written approval in advance from AnchorShade, Inc.

The complaint also alleges that the combination and conspiracy is illegal, and seeks to enjoin AnchorShade, Inc. from continuing or renewing the alleged combination or conspiracy and from engaging in any combination or conspiracy or adopting any practice or plan having a similar purpose or effect.

The United States and AnchorShade, Inc. have stipulated that the proposed Final Judgment may be entered after compliance with the APPA, unless the United States withdraws its consent.

The Court's entry of the proposed Final Judgment will terminate the action, except that the Court will retain jurisdiction over the matter for possible further proceedings to construe, modify or enforce the Final Judgment, or to

punish violations of any of its provisions.

II

*Description of Practices Giving Rise to the Alleged Violation of the Antitrust Laws*

AnchorShade, Inc., a Florida corporation, is a seller in the United States of outdoor umbrellas that are used on boats to provide shade for protection against sun or weather. AnchorShade, Inc. sells outdoor umbrellas to dealers, who sell them to consumers. AnchorShade, Inc. further stipulated that AnchorShade, Inc. would terminate its relationship with any dealer who sold its outdoor umbrellas below the stated resale price.

In December 1992, AnchorShade, Inc. entered into outright, written agreements with certain dealers which required them to sell its outdoor umbrellas to consumers at a resale price not lower than \$169. The agreements further required a dealer that wanted to discount, in order to meet competition, to obtain advance written permission from AnchorShade, Inc. These agreements went well over the line established in the case law (see, *Business Electronics Corp. v. Sharp Electronics Corp.*, 485 U.S. 717 (1988), *Monsanto Co. v. Spray-Rite Service Corp.*, 465 U.S.752 (1984), *United States v. Colgate & Co.*, 250 U.S. 300 (1919)), and served to keep prices artificially high.

III

*Explanation of the Proposed Final Judgment*

The parties have stipulated that the proposed Final Judgment may be entered by the Court at any time after compliance with the APPA. The proposed Final Judgment states that it shall not constitute an admission by either party with respect to any issue of fact or law.

The proposed Final Judgment enjoins any direct or indirect continuation or renewal of the type of conspiracy alleged in the complaint. Specifically, Section IV enjoins and restrains the defendant from entering into, adhering to, maintaining, furthering, enforcing or claiming any right under any contract, agreement, understanding, plan or program with any dealer to fix, stabilize, or maintain the resale prices at which outdoor umbrellas sold or distributed by the defendant may be sold or offered for sale in the United States by any dealer.

The proposed Final Judgment not only bars AnchorShade, Inc.'s unlawful practice, but also contains additional provisions that are remedial in nature.

Section IV provides that the defendant is prohibited for five years from announcing to the public or to any present or potential dealer of its outdoor umbrellas that defendant has or is adopting, promulgating, suggesting, announcing or establishing any resale pricing policy for outdoor umbrellas that provides that: (1) defendant will sell only to a dealer that prices its outdoor umbrellas at or above defendant's suggested resale price, and/or (2) defendant will terminate any dealer for pricing below defendant's suggested resale price.

Additionally, the defendant is prohibited for a period of five years from the date of entry of the Final Judgment from (1) threatening any dealer with termination or terminating any dealer for pricing below the defendant's suggested resale price, and (2) discussing with any present or potential dealer any decision regarding termination of any other dealer for any reason directly or indirectly related to the latter dealer's pricing below defendant's suggested resale price.

Section V of the proposed Final Judgment is designed to ensure that AnchorShade, Inc.'s dealers are aware of the limitations imposed on it by the Final Judgment. Section V requires the defendant to send notice and copies of the Final Judgment to each dealer who purchased outdoor umbrellas from the defendant from January 1, 1992 to the date of entry of the Final Judgment. In addition, the defendant is required to send notices and copies of the Final Judgment to every other dealer who purchases outdoor umbrellas from AnchorShade, Inc. within ten years of the date of entry of the proposed Final Judgment.

Section VI requires the defendant to set up an antitrust compliance program. The defendant is also required to furnish a copy of the Final Judgment to each of its officers and directors and each of its nonclerical employees, representatives or agents with supervisory or direct responsibility for the sale or advertising of outdoor umbrellas in the United States.

In addition, the proposed Final Judgment provides a method of determining and securing the defendant's compliance with its terms. Section VIII provides that, upon request of the Department of Justice, the defendant shall submit written reports, under oath, with respect to any of the matters contained in the Final Judgment. Additionally, the Department of Justice is permitted to inspect and copy all books and records, and to interview officers, directors, employees and agents of the defendant.

Section IX makes the Final Judgment effective for ten years from the date of its entry.

Section XI of the proposed Final Judgment states that entry of the Final Judgment is in the public interest. Under the provisions of the APPA, entry of the proposed Final Judgment is conditional upon a determination by the Court that the proposed Final Judgment is in the public interest.

The United States believes that the proposed Final Judgment is fully adequate to prevent the continuation or recurrence of the violation of section 1 of the Sherman Act alleged in the Complaint, and that the disposition of this proceeding without further litigation is appropriate and in the public interest.

#### IV

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

Section 4 of the Clayton Act, 15, provides that any person who had 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 attorney 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 the defendant.

#### V

##### *Procedures Available for Modification 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 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 wants to comment should do so within sixty days of the date of publication of this Competitive Impact Statement in Federal Register. The United States will evaluate the comments, determine whether it should withdraw its consent, and respond to the comments. The comments and the responses of the United States will be filed with the Court and published in the Federal Register.

Written comments should be submitted to: Ralph T. Giordano, Chief, New York Office, Antitrust Division, United States Department of Justice, 26 Federal Plaza, Room 3630, New York, New York 10278.

Under Section X of the proposed Final Judgment, the Court will retain jurisdiction over this matter for the purpose of enabling any of the parties to apply to the Court for such further orders or directions as may be necessary or appropriate for the construction, implementation, modification or enforcement of the Final Judgment, or for the punishment of any violations of the Final Judgment.

#### VI

##### *Alternatives to the Proposed Final Judgment*

The only alternative to the proposed Final Judgment considered by the United States will a full trial on the merits and on relief. Such litigation would involve substantial costs to the United States and is not warranted because the proposed Final Judgment provides appropriate relief against the violations alleged in the Complaint.

#### VII

##### *Determinative Materials and Documents*

No materials or documents were determinative in formulating the proposed Final Judgment. Consequently, the United States has not attached any such materials or documents to the proposed Final Judgment.

Dated: June 20, 1996.

Respectfully submitted,

Patricia L. Jannaco,

*Attorney, Antitrust Division, United States Department of Justice, 26 Federal Plaza, Room 3630, New York, New York 10278, (212) 264-0660.*

[FR Doc. 96-16890 Filed 7-2-96; 8:45 am]

BILLING CODE 4410-01-M

#### **Immigration and Naturalization Service**

##### **Agency Information Collection Activities: Revision of Existing Collection; Comment Request**

**ACTION:** Notice of Information Collection Under Review; Affidavit of support.

The proposed information collection is published to obtain comments from the public and affected agencies. Comments are encouraged and will be accepted for "sixty days" from the date listed at the top of this page in the Federal Register.