compromised with Computer Associate's lawyers in coming up with the non-exclusive license idea.

Who ever heard of 2 companies marketing the same product(s) to foster competition? Do Ford and GM market any of the same products? No, they market different products. If Computer Associates could be equated to General Motors, it would already own Ford and all the Japanese and European automobile manufacturers; and Legent would be Chrysler. Then the D.O.J. Proposed Final Judgement would be equivalent to an order requiring GM to jointly market Jeeps with Hyundai, while maintaining ownership of the engine and vehicle assembly plants. It's ludicrous, and simply won't work in the real world.

In conclusion, the only workable solution I see is to require Computer Associates to divest, i.e. completely sell-off and cease marketing, all Legent products that are in any way integrated with the five already covered by the Proposed Final Judgement. And this must be done quickly, before Legent's entire VSE product line and customer base are destroyed. And finally, Computer Associates should be severely fined for all present violations of the Proposed Final Judgement and forced in complete compliance ASAP.

One final note: although I am a former Legent employee, I am not ''disgruntled''. I worked in the VSE community long before I worked for Legent, and still desire to see it prosper. A Computer Associate's monopoly on VSE systems software is in no one's best interest except theirs. I urge the court to modify the Proposed Final Judgement to prevent such an occurrence at ALL levels.

Sincerely,

Brian W. Gore,

101 Mira Mesa, Rancho Santa Margarita, CA 92688.

Certificate of Service

The undersigned certifies that he is a paralegal employed by the Antitrust Division of the United States Department of Justice, and is a person of such age and discretion to be competent to serve papers. The undersigned further certifies that on February 1, 1996, he caused true copies of the Response of the United States to Public Comments, and this Certificate of Service, to be served upon the person at the place and address stated below:

Counsel for Computer Associates

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

Dated: February 1, 1996.

Joshua Holian,

Paralegal, U.S. Department of Justice, Antitrust Division, Computers & Finance Section, 555 4th Street, NW., Room 9901, Washington, D.C. 20001, (202) 307–6200.

[FR Doc. 96–3393 FIled 2–14–96; 8:45 am]

BILLING CODE 4410–01–M

Notice of Lodging of Consent Decree Pursuant to the Clean Water Act

In accordance with Departmental policy, 28 C.F.R. § 50.7, notice is hereby given that a proposed Consent Decree in *United States of America* v. *Southern Ohio Coal Company*, Civil Action No. C2–96–0097, was lodged on January 30, 1996, with the United States District Court for the Southern District of Ohio, Eastern Division. The proposed consent decree would require the Settling Defendant to: (1) Perform actions necessary to restore two stream systems affected by certain of its discharges; (2) perform a detailed assessment and improvement plan for the entire watershed of the more severely affected stream system; (3) pay to the United States $1.9 million for damages to natural resources; (4) pay to the State of West Virginia $100,000 for benefaction of aquatic communities or habitat in the Ohio River; (5) pay to the United States a civil penalty of $300,000; and (6) reimburse the United States for $240,200 in costs incurred in connection with monitoring and assessing the impact of the discharges at issue.

The Department of Justice will receive, for a period of thirty (30) days from the date of this publication, comments relating to the proposed consent decree. Comments should be addressed to the Assistant Attorney General of the Environment and Natural Resources Division, Department of Justice, P.O. Box 7611, Ben Franklin Station, Washington, DC 20044. Comments should refer to *United States of America* v. *Southern Ohio Coal Company*, DOJ Ref. #90–5–1–1–5033.

The proposed consent decree may be examined at the office of the United States Attorney, 2 Nationwide Plaza, 280 N. High Street, 4th Floor, Columbus, OH 43215; the Region V the Environmental Protection Agency, Office of Regional Counsel, 77 West Jackson Boulevard, Chicago, IL 60604–3590; and at the Consent Decree Library, 1120 G Street, NW., 4th Floor, Washington DC 20005, (202) 624–0892. A copy of the proposed Consent Decree may be obtained in person or by mail from the Consent Decree Library.

In requesting a copy, please enclose a check in the amount of $37.50 (25 cents per page reproduction cost) payable to the ''Consent Decree Library.''

Joel M. Gross,

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

[FR Doc. 96–3396 Filed 2–14–96; 8:45 am]

BILLING CODE 4410–01–M

Antitrust Division

United States of America v. Texas Television, Inc., Gulf Coast Broadcasting Company, and K-Six Television Inc., Proposed Final Judgment and Competitive Impact Statement

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. section 16(b) through (h), that a proposed Final Judgment, Stipulations, and a Competitive Impact Statement have been filed with the United States District Court for the Southern District of Texas, Corpus Christi Division in *United States of America* v. *Texas Television, Inc., Gulf Coast Broadcasting Company, and K-Six Television Inc.*, Civil Action No. C–96–64.

The complaint in the case alleges that the three defendants, which respectively operate the ABC, NBC and CBS affiliates in Corpus Christi, engaged in a combination and conspiracy to increase the price of retransmission consent rights being sold to local cable operators, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. Retransmission consent rights, granted by a television broadcast station, permit a cable operator to carry that station on its cable system.

The proposed Final Judgment agreed to by the defendants prohibits them for a period of ten years from engaging in the type of combination of conspiracy alleged in the Complaint. Specifically, each defendant is enjoined from entering into any agreement with any broadcaster not affiliated with it that relates to retransmission consent or retransmission consent negotiations. The defendants are also prohibited from communicating to any non-affiliated broadcaster any information relating to retransmission consent or retransmission consent negotiations, or from communicating certain types of information that relate to any actual or proposed transaction with any cable operator or other multichannel video programming distributor.

Public comment on the proposed Final Judgment is invited within the statutory 60-day comment period. Such comments and responses thereto will be published in the Federal Register and filed with the Court. Comments should be directed to Donald J. Russell, Chief; Telecommunications Task Force; United States Department of Justice; Antitrust Division, 555 4th Street N.W., Room

8100; Washington, D.C. 20001 (telephone: (202) 514–5621).

Rebecca P. Dick,

Deputy Director of Operations, Antitrust Division.

United States District Court, Southern District of Texas, Corpus Christi Division

In the matter of: United States of America, Plaintiff, v. Texas Television, Inc., Gulf Coast Broadcasting Company, and K-Six Television, Inc., Defendants. Civil Action No. C–96–64.

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 proceedings.

Dated:

For the Plaintiff:

Anne K. Bingaman,

Assistant Attorney General.

Rebecca P. Dick,

Deputy Director of Operations.

Donald J. Russell,

Chief, Telecommunications Task Force.

Frank G. LaMancusa,

Andrew S. Cowan,

Attorneys, U.S. Department of Justice, Antitrust Division, 555 4th Street N.W., Suite 8100, Washington, D.C. 20001, (202) 514–5621

For the Defendant:

Jorge C. Rangel,

Federal I.D. No. 5698, State Bar No. 16543500, P.O. Box 880, 719 S. Shoreline Blvd., Ste. 500, Corpus Christi, Texas 78403–0880, (515) 883–8555, (512) 883–9187 (Facsimile)

Attorney in Charge for K-Six Television, Inc.

United States District Court, Southern District of Texas, Corpus Christi Division

In the matter of: United States of America, Plaintiff, v. Texas Television, Inc., Gulf Coast Broadcasting Company, and K-Six Television, Inc., Defendants. Civil Action No. C–96–64.

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 proceedings.

Dated:

For the Plaintiff:

Anne K. Bingaman,

Assistant Attorney General.

Rebecca P. Dick,

Deputy Director of Operations.

Donald J. Russell,

Chief, Telecommunications Task Force.

Frank G. LaMancusa,

Andrew S. Cowan,

Attorneys, U.S. Department of Justice, Antitrust Division, 555 4th Street N.W., Ste. 8100, Washington, D.C. 20001, (202) 514–5621

For the Defendant:

Bruce L. James,

State Bar No. 10538000, Federal ID No. 1378, Kleberg & Head, P.C., 112 E. Pecan, Ste. 220, San Antonio, TX 78205, (210) 225–3247, (210) 212–8952 (Facsimile)

Attorney in Charge for Texas Television

United States District Court Southern District of Texas Corpus Christi Division

In the matter of: United States of America, Plaintiff vs. Texas Television, Inc., Gulf Coast Broadcasting Company, and K-Six Television, Inc., Defendants. C.A. No. C–96–64.

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 proceedings.

Dated:

For the Plaintiff:

Anne K. Bingaman,

Assistant Attorney General.

Rebecca P. Dick,

Deputy Director of Operations.

Donald J. Russell,

Chief, Telecommunications Task Force.

Frank G. Lamancusa,

Andrew S. Cowan,

Attorneys, U.S. Department of Justice, Antitrust Division, 555 4th Street N.W., Suite 8100, Washington, D.C. 2001, (202) 514–5621

For the Defendant:

Matthews & Branscomb,

A Professional Corporation, 802 N. Caranacahua, Suite 1900, Corpus Christi, Texas 78470–0700, (512) 888–9261, (512) 888–8504 (FAX)

Douglas Mann,

TSB #12921500, Federal I.D. No. 1154

Attorney in Charge for Gulf Coast Broadcasting Company.

United States District Court, Southern District of Texas, Corpus Christi Division

In the matter of United States of America, Plaintiff, v. Texas Television, Inc., Gulf Coast Broadcasting Company, and K-Six Television, Inc., Defendants. Civil Action No.: C–96–64; Judge Janis G. Jack.

Final Judgment

Whereas Plaintiff, United States of America, filed it complaint on February 6, 1996 and Plaintiff and Defendants, Texas Television, Inc., Gulf Coast Broadcasting Company, and K-Six Television, Inc., have consented to the entry of this Final Judgment without

trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or an admission by any party with respect to any such issue;

And whereas Defendants have 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 trail 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 and Venue

The Court has jurisdiction of the subject matter of this action and of each of the parties consenting to this Final Judgment. The complaint states a claim upon which relief may be granted against Defendants under Section 1 of the Sherman Act, 15 U.S.C. § 1.

II. Definitions

As used in this Final Judgment:

A. ''Affiliated'' means under common ownership or control.

B. ''Multichannel video programming distributor'' means a cable operator, a multichannel multipoint distribution service or any other person that sells multiple channels of video programming to subscribers or customers.

C. ''Retransmission consent'' means any authorization given by a television broadcast station to a multichannel video programming distributor to distribute that station's signal.

D. ''Retransmission consent negotiation'' means any communication between a television broadcast station and a multichannel video programming distributor relating to the compensation or consideration to be given by the distributor in exchange for retransmission consent.

E. ''Television broadcaster'' means:

1. each Defendant and each of its officers, directors, agents, employees, subsidiaries, successors and assigns;

2. each person that operates any television broadcast station; and

3. each person that possess an equity interest of at least five percent (5%) in any television broadcast station.

F. ''Television broadcast station'' means any broadcast station, as defined in 47 U.S.C. § 153(dd), that broadcasts television signals.

III. Applicability

This Final Judgment applies to each Defendant and to each of their officers, directors, agents, employees, subsidiaries, successors and assigns, and to all other persons in active concert or participation with any of them which shall have received actual notice of this Final Judgment by personal service or otherwise.

IV Prohibited Conduct

A. Each Defendant is hereby enjoined and restrained from directly or indirectly entering into, adhering to, maintaining, soliciting or knowingly performing any act in furtherance of any contract, agreement, understanding or plan with any television broadcaster not affiliated with that Defendant relating to retransmission consent or retransmission consent negotiations.

B. Each Defendant is further enjoined and restrained from directly or indirectly communicating to any television broadcaster not affiliated with that Defendant:

1. Any information relating to retransmission consent or retransmission consent negotiations, including, but not limited to, the negotiating strategy of any television broadcaster, or the type or value of any consideration sought by any television broadcaster; or

2. Any information relating to the negotiating strategy of any television broadcaster, or to the type or value of any consideration sought by any television broadcaster relating to any actual or proposed transaction with any multichannel video programming distributor.

C. Nothing contained in Section IV.B of this Final Judgment shall prohibit any Defendant, in response to any question to it from any news organization related to retransmission consent or to any actual or proposed transaction with any multichannel video programming distributor, from providing to that news organization a response that does not disclose that Defendant's negotiating strategy, the content or progress of negotiations, any plan related to retransmission consent, or the type of value of any consideration being sought.

V. Notification Provisions

Each Defendant is ordered and directed:

A. To send a written notice, in the form attached as Appendix A to this Final Judgment, and a copy of this Final Judgment, within sixty (60) days of the entry of this Final Judgment, to each multichannel video programming distributor that distributes the television signal of any of Defendant's television broadcast stations transmitting in Corpus Christi;

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 multichannel video programming distributor, that contacts the Defendant within ten (10) years of entry of this Final Judgment to request retransmission consent for the television signal of any of Defendant's television broadcast stations transmitting in Corpus Christi, and which was not given such notice pursuant to Section V.A. Such notice shall be sent within seven (7) days after such multichannel video programming distributor first contacts the Defendant about carrying the Defendant's signal.

VI. Compliance Program

Each Defendant is ordered to establish and maintain an antitrust compliance program which shall include designating, within 30 days of entry of this Final Judgment, an Antitrust Compliance Officer with responsibility for implementing the antitrust compliance program and achieving full compliance with this Final Judgment. The Antitrust Compliance with this Final Judgment. The Antitrust Compliance Officer shall, on a continuing basis, be responsible for the following:

A. Furnishing a copy of this Final Judgment within thirty (30) days of entry of the Final Judgment to each of that Defendant's officers and directors and each of its employees, salespersons, sales representatives, or agents whose duties relate to retransmission consent for any of Defendant's television broadcast stations transmitting in Corpus Christi;

B. Distributing in a timely manner a copy of this Final Judgment to each person who succeeds to a position described in Section VI.A.; and

C. Obtaining from each person designated in Sections VI.A. or B. a signed certification that he or she has read, understands and agrees to abide by the terms of this Final Judgment and is not aware of any violation of the Final Judgment that has not already been reported to the Antitrust Compliance Officer and understands that failure to comply with this Final Judgment may result in conviction for criminal contempt of court.

VII. Certification

A. Within 75 days of the entry 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 Plaintiff an annual

statement as to the fact and manner of its compliance with the provisions of Sections V and VI.

C. If Defendant's Antitrust Compliance Officer learns of any possible violation of any of the terms and conditions contained in this Final Judgment, Defendant shall forthwith take appropriate action to terminate or modify the activity so as to comply with this Final Judgment. Any such action shall be reported by Defendant in the respective annual statement required by paragraph VII.B. above.

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 a Defendant, be permitted, subject to any legally recognized privilege:

1. Access during that Defendant's office hours to inspect and copy all records and documents in the possession or under the control of that Defendant, which may have counsel present, relating to any matters contained in this Final Judgment; and

2. To interview that 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 to any Defendant at its principal office, that 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 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 a Defendant to Plaintiff, that 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 that 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 ten (10) days' notice shall be given by Plaintiff to that 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.

IX. Duration of Final Judgment

This final judgment will expire on the tenth anniversary of its 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 Judge

Appendix A

Dear Distributor: In February 1996, the Antitrust Division of the United States Department of Justice filed a civil suit that alleged that KIII, KRIS and KZTV violated the antitrust laws of the United States by conspiring with the intent and effect of raising the price of retransmission consent rights in the Corpus Christi region. Our station denies these allegations. Without admitting any violation of the law and without being subject to any monetary penalties, our station has agreed to the entry of civil Final Judgment that prohibits us from engaging in certain practices for a period of ten (10) years.

I have enclosed a copy of the Final Judgment for your information. Retransmission consent was authorized by Congress in the Cable Television Consumer Protection and Competition Act of 1992. Under the terms of the enclosed Final Judgment, our station may not enter into any agreement or understanding with any other television broadcast station relating to retransmission consent or retransmission consent negotiations. The Final Judgment also forbids our station from communicating certain related information to any other station.

If you learn that our station or its agents have violated the terms of the Final Judgment at any time after the its effective date, you should provide this information to our station in writing.

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

Sincerely,

[General Manager of Station]

United States District Court, Southern District of Texas, Corpus Christi Division

In the matter of: United States of America, Plaintiff, v. Texas Television, Inc., Gulf Coast Broadcasting Company, and K-Six Television, Inc., Defendants. Civil Action No.: C–96–64, Judge Janis G. Jack.

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 February 6, 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 Defendants, Texas Television, Inc., Gulf Coast Broadcasting Company, and K-Six Television, Inc., engaged in a combination and conspiracy, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, to increase the price of retransmission rights to cable operators in Corpus Christi, Texas and surrounding areas. The complaint alleges that, in furtherance of this conspiracy, each Defendant from at least June of 1993 through December 1993:

a. agreed not to enter into a retransmission consent agreement with any cable company until that company had reached agreements with all three Defendants;

b. agreed not to accept a retransmission consent agreement with any cable company if that agreement gave that Defendant a competitive advantage over the other two Defendants; and

c. in order to carry out these agreements, exchanged information with each other on the progress being made and the terms being considered in each Defendant's retransmission consent negotiations.

The effect of this combination and conspiracy was to increase the price of retransmission consent and to restrain competition among the defendants in the sale of retransmission rights. The complaint alleges that the combination and conspiracy is illegal, and accordingly requests that this Court

prohibit Defendants from continuing or renewing such activity.

The United States and Defendants 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 Judgment, or to punish violations of any of its provisions.

II. Description of Practices Giving Rise to the Alleged Violation of the Antitrust Laws

Defendants are three television broadcast stations conducting business in Corpus Christi, Texas and the surrounding areas. Texas Television, Inc. owns and operates KIII-TV (Channel 3), the ABC affiliate. Gulf Coast Broadcasting Company owns and operates KRIS-TV (Channel 6), the NBC affiliate. K-Six Television, Inc., a subsidiary of Corpus Christi Broadcasting Company, Inc., owns and operates KZTV-TV (Channel 10), the CBS affiliate. The complaint alleges that these three local broadcasters colluded in order to raise the price of retransmission rights being sold to local cable companies in the Corpus Christi broadcast television market.

Retransmission rights allow a cable operator to carry a local television station on its cable network. Before the enactment of the 1992 Cable Act, cable companies could carry a local broadcast station on its cable system, without obtaining authorization from the station. In contrast, under the Act, *see* 47 U.S.C. § 325(b)(1), cable companies are forbidden from carrying the signal of a local television station without that broadcaster's express permission. If a station elects to pursue ''retransmission consent'' under the Act, a cable operator may carry the station's signal only after mutually agreeable terms are negotiated. The Act established October 5, 1993, as the last day that cable operators could carry a station's signal without its retransmission consent, effectively setting that date as the deadline for concluding retransmission consent agreements. As the Act requires retransmission consent to be renegotiated every three years, such negotiations will recur in the fall of 1996.

In the months leading up to October 1993, the cable and broadcast companies in Corpus Christi announced their initial negotiating positions. Each of the cable companies stated that they would not pay cash for signals that their subscribers could receive for free over the air, a position that had been taken by other cable companies nationwide. Each of the three Corpus Christi broadcasters announced that they expected to be paid cash for use of their signals, much as cable operators pay for cable channels such as HBO or ESPN. Negotiations between the broadcasters and the individual cable companies were unproductive. At the time of the October 5 deadline, no retransmission consent deals had been concluded between any of the three Corpus Christi broadcast stations and any of the major local cable operators: Tele-Communications, Inc. (''TCI'') (in the city of Corpus Christi), Crown Media (in Kingsville, Texas), and Falcon Cable Media and Post-Newsweek Cable, Inc. (each serving various small outlying communities). As required by law, the cable companies dropped the broadcasters' signals on October 5 just before midnight. The signals were still available over the air from the broadcasters themselves.

Intermittent negotiations with TCI continued through October and November 1993, accompanied by an extensive public relations battle by both sides, in part a reaction to a barrage of cable subscriber complaints to the cable companies and the broadcasters. The stations swapped commercials that advocated their side of the dispute, spots that when aired on a given station featured the insignias of all three stations, a clear message of broadcaster solidarity. Negotiations with the other cable companies essentially ceased pending the resolution of the TCI dispute. Except for Falcon Cable, which obtained several extensions from the broadcasters, the stations' signals remained off the cable systems until final deals were signed, starting with TCI in mid-November.

In response to the position taken by each cable company, the three Corpus Christi broadcasters restrained competition among themselves by entering into an agreements that established a coordinated negotiating strategy. Through these agreements, the broadcasters intended to maximize the concessions they could each obtain from each cable company, and to ensure that any concession obtained through this strategy would not favor one broadcaster over the others. First, as the broadcasters stated repeatedly to cable negotiators and to the public, all three agreed not to return to a given cable system until all three broadcasters had concluded retransmission agreements with that cable operator. This allowed the broadcasters to eliminate any advantage a cable company could gain by being able to play one broadcaster off another. The broadcasters recognized that the first station to return to a cable system placed the other two at a competitive disadvantage, since these stations would lose advertising revenue through reaching fewer viewers until their signals were restored to cable. The last stations would therefore be forced to sign on less favorable terms with the cable company than the first. By agreeing not to sign with a cable company until the other broadcasters had reached agreements with the same cable company, the broadcasters eliminated such competition among themselves. The ''holdout agreement'' had no purpose other than to guarantee that the three stations collectively obtained better retransmission consent deals. As one of the broadcasters announced publicly during the standoff, ''until we are all convinced that we can get the best deal that we can get, then we're not going to be on cable.''

The broadcasters also told cable negotiators that they had agreed to reject any deal that would grant any Corpus Christi station a competitive advantage over the other two. This secondary agreement supported the holdout agreement by eliminating the possibility that the last station to sight might acquire especially favorable terms from the cable company, since it could effectively withhold the signals of all three stations until it had reached a deal.

Pursuant to their agreement, the broadcasters in fact refused to return their signals to each individual cable system until all three broadcasters had concluded deals with that cable operator. At the insistence of the broadcasters, all three signals were restored to each cable system at approximately the same time. In several instances, this meant that broadcasters which had already reached an understanding with a cable company waited days to sign the agreement, in order to give the other stations time to finish their negotiations. The broadcasters' desire to return to cable simultaneously required them to keep each other informed as to the progress and content of their negotiations. The broadcasters therefore made frequent telephone calls to each other. At times, a broadcaster told cable negotiators that he would have to check with the other stations before taking a certain action, for example, approving a deal point or an extension. On at least one occasion, representatives of two of the stations met in a Corpus Christi restaurant to talk and exchange written information.

The broadcasters' collusion succeeded in extracting more favorable terms from

the cable companies than they would have otherwise obtained, even though the broadcasters failed to achieve their goal of direct cash payments. Local cable operators also lost revenue from increased subscriber cancellations during this period and from purchasing tens of thousands of ''A/B'' switches so that their subscribers could more conveniently obtain the stations' over the air signals. The amount of commerce affected by the conduct is difficult to establish but appears to be substantial in light of the lengthy disruption that resulted from the concerted action of the broadcasters.

III. Explanation of the Proposed Final Judgment

The parties have stipulated that the Court may enter the proposed Final Judgment 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 continuation or renewal, directly or indirectly, of the type of combination or conspiracy alleged in the Complaint. Specifically, Section IV.A. enjoins each Defendant from entering into any agreement with any broadcaster not affiliated with that Defendant that relates to retransmission consent or retransmission consent negotiations. Section IV.B. prohibits each Defendant from communicating to any non-affiliated broadcaster any information relating to retransmission consent or retransmission consent negotiations, or communicating certain types of information that relate to any actual or proposed transaction with any cable operator or other multichannel video programming distributor. Together, these provisions guarantee that there will be no recurrence of illegal activity by these broadcasters, whether with respect to retransmission consent or to any other transactions with cable companies or other multichannel video programming distributors that may occur in the future. Section IV.C. preserves the right of each Defendant to respond to news inquiries about retransmission consent negotiations, so long as the response does not reveal information about that Defendant's negotiating strategy, the content or progress of negotiations, its plans related to retransmission consent, or the type or value of consideration being sought for retransmission consent.

The Supreme Court has long recognized that certain types of concerted refusals to deal or group boycotts are *per se* violations of the Sherman Act, even when they fall short of outright price-fixing. *Northwest Wholesale Stationers, Inc. v. Pacific Stationery & Printing Co.*, 472 U.S. 284, 290 (1985). The agreements between the broadcasters fell into this category because they had the purpose and effect of raising the price of retransmission rights in the Corpus Christi area. Moreover, the Supreme Court has held that an agreement between rival companies that restrains competition between them is illegal when it lacks, as did the agreements among these broadcasters, any pro-competitive justification. *See Federal Trade Commission* v. *Indiana Federation of Dentists*, 476 U.S. 447, 459 (1986). Although the 1992 Cable Act gave broadcasters the right to seek compensation for retransmission of their television signals, the antitrust laws require that such rights be exercised individually and independently by broadcasters. When competitors in a market coordinate their negotiations so as to strengthen their negotiating positions against third parties and so obtain better deals, as did these Defendants, their conduct violates the Sherman Act.

Section V. of the proposed final judgment is designed to ensure that persons affected by Defendants' illegal conduct receive notice of the restrictions placed on Defendant's future conduct by the Final Judgment. Thus, paragraph V.A. and V.B. require each Defendant to send a designated notice to each cable, wireless or satellite television operator that currently distributes that Defendant's signal, and to all other such operators that may in the future request retransmission consent from that Defendant.

Sections VI. and VII. require each Defendant to set up an antitrust compliance program and designate an antitrust compliance officer. Under the program, each Defendant is required to furnish a copy of the Final Judgment and a less formal written explanation of it to each of its officers and directors and to each of its employees, sales representatives, or agents whose duties relate to retransmission consent for that Defendant's Corpus Christi television station.

The proposed Final Judgment also provides methods for determining and securing each Defendant's compliance with its terms. Section VIII. provides that, upon request of the Department of Justice, each 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 the officers, directors, employees and agents of each 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. The APPA conditions entry of the proposed Final Judgment upon a determination by the Court that the proposed Final Judgment is in the public interest.

The Government believes that the proposed Final Judgment is fully adequate to prevent the continuation of recurrence of the violation of Section 1 of the Sherman Act alleged in the Complaint, and that 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 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 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 Defendants have stipulated that the proposed Final Judgment may be entered by the Court after compliance with the provisions of the APPA, provided that the United States has not withdrawn its consent.

The APPA 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. Such comments should be made within 60 days of the date of publication of this Competitive Impact Statement in the 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 response of the United States will be filed with the Court and published in the Federal Register.

Written comments should be submitted to: Donald J. Russell, Chief,

Telecommunications Task Force, U.S. Department of Justice, Antitrust Division, 555 4th Street N.W., Room 8100, Washington, D.C. 20001.

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 Government was a full trial on the merits and on relief. Such litigation would involve substantial cost 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 particular materials or documents were determinative in formulating the proposed Final Judgment. Consequently, the Government has not attached any such materials or documents to the proposed Final Judgment.

Dated:

Respectfully submitted,

Frank G. Lamancusa

Andrew S. Cowan

Attorneys, U.S. Department of Justice, Antitrust Division, 555 4th Street N.W., Room 8100, Washington, D.C. 20001, (202) 514–5621.

[FR Doc. 96–3398 Filed 2–14–96; 8:45 am]

BILLING CODE 4410–01–M

Notice Pursuant to the National Cooperative Research and Production Act of 1993—National Medical Practice Knowledge Bank

Notice is hereby given that, on November 17, 1995, pursuant to Section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* (''the Act''), Allegheny-Singer Research Institute has filed written notification simultaneously with the Attorney General and the Federal Trade Commission disclosing (1) the identities of the parties and (2) the nature and objectives of the venture. The notifications were filed for the purpose of invoking the Act's provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Pursuant to Section 6(b) of the Act, the identities of the parties are: Allegheny-Singer Research Institute, Pittsburgh, PA; AT&T Corporation, Global Information Solutions, Human Interface Technology Center, Atlanta, GA; AT&T Corporation Global Information Solutions, Decision Enabling Systems Division, El Segundo, CA; AT&T Corporation, Business Communications Services, Holmdel, NJ; and InSoft, Inc., Mechnicsburg, PA. The name under which these parties will operate is the National Medical Practice Knowledge Bank. The general area of planned activity is to conduct cooperative research concerning multimedia information access, retrieval and associated software technologies.

Constance K. Robinson,

Director of Operations, Antitrust Division.

[FR Doc. 96–3443 Filed 2–14–96; 8:45 am]

BILLING CODE 4410–01–M

Notice Pursuant to the National Cooperative Research and Production Act of 1993—Auto Body Consortium: Near Zero Stamping Joint Venture

Notice is hereby given that, on January 3, 1996, pursuant to Section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* (''the Act''), Auto Body Consortium, Inc. (''the Consortium'') filed written notifications simultaneously with the Attorney General and the Federal Trade Commission disclosing changes in membership. The notifications were filed for the purpose of extending the Act's provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Specifically, Auto Body Consortium, Inc. advised that A.J. Rose Manufacturing Company, Avon, OH; Classic Companies, Troy, MI; Data Instruments Inc., Acton, MA; and The HMS Company, Troy, MI have joined the Near Zero Stamping Joint Venture. The Consortium further advised that APX International, Madison Heights, MI; ASC Inc., Southgate, MI; Bethlehem Steel Corporation, Southfield, MI, The Budd Company, Auburn Hills, MI; Detroit Center Tool, Detroit, MI; ISI Automation Products Group, Mt. Clemens, MI; and ISI Robotics, Fraser, MI are no longer members.

No other changes have been made in either the membership or planned activity of the Consortium. Membership in the Consortium remains open, and the Consortium intends to file additional written notification disclosing all changes in membership.

On September 14, 1995, the Consortium filed its original notification pursuant to Section 6(a) of the Act. The Department of Justice published a notice in the Federal Register pursuant to Section 6(b) of the Act on January 31, 1996 (61 FR 3463).

Constance K. Robinson,

Director of Operations, Antitrust Division.

[FR Doc. 96–3444 Filed 2–14–96; 8:45 am]

BILLING CODE 4410–01–M

Notice Pursuant to the National Cooperative Research and Production Act of 1993; Bay Area Multimedia Technology Alliance

Notice is hereby given that, on September 18, 1995, pursuant to Section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* (''the Act''), Bay Area Multimedia Technology Alliance has filed written notifications simultaneously with the Attorney General and the Federal Trade Commission disclosing (1) the identities of the parties and (2) the nature and objectives of the venture. The notifications were filed for the purpose of invoking the Act's provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Pursuant to Section 6(b) of the Act, the identities of the parties are: CareSoft, Inc., San Jose, CA; Institute for Research on Learning, Palo Alto, CA; and UB Networks, Santa Clara, CA.

The nature and objectives of this joint venture are to promote the growth of the multimedia industry by accelerating the interaction among producers and customers and to stimulate the use of multimedia in business, in education, in the community, and at home. It is intended that the result will be the development of precompetitive technologies for networked multimedia applications

Constance K. Robinson,

Director of Operations, Antitrust Division.

[FR Doc. 96–3445 Filed 2–14–96; 8:45 am]

BILLING CODE 4410–01–M

Notice Pursuant to the National Cooperative Research and Production Act of 1993; Spray Drift Task Force

Notice is hereby given that, on July 17, 1995, pursuant to Section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* (''the Act''), the Spray Drift Task Force has filed written notifications