

Heights Citrus ID's 315 acre-foot annual CAP water entitlement. Contract executed on March 14, 2016.

20. Mohave County Water Authority, BCP, Arizona: Amend Exhibit D to the Authority's Colorado River water delivery contract to update the list of subcontractors with the Authority. Contract executed on February 29, 2016.

**UPPER COLORADO REGION:** Bureau of Reclamation, 125 South State Street, Room 8100, Salt Lake City, Utah 84138-1102, telephone 801-524-3864.

*New contract actions:*

26. Ephraim Irrigation Company, Sanpete Project, Utah: The Company proposes to enclose the Ephraim Tunnel with a 54-inch pipe. A supplemental O&M agreement will be necessary to obtain the authorization to modify Federal facilities.

27. Eden Valley Irrigation and Drainage District, Eden Project, Wyoming: The District proposes to raise the level of Big Sandy Dam to shore up its water rights. A supplemental O&M agreement will be necessary to obtain the authorization to modify Federal facilities.

28. Uintah Water Conservancy District, Central Utah Project—Vernal Unit, Utah: Due to sloughing on the face of Steinaker Dam north of Vernal, Utah, a SOD fix authorized under the SOD Act of 1978 may be necessary to perform the various functions necessary to bring Steinaker Reservoir back to full capacity. This will require a repayment contract with the United States.

29. Navajo-Gallup Water Supply Project: Pursuant to legislation and Section 10602(h) of Pub. L. 111-11, project facilities may be used to treat and convey nonproject water. Before delivery of project water from the San Juan River, a need will exist for nonproject water to be delivered to the Navajo Nation. A carriage contract has been drafted and is currently under internal review (Reclamation) then will be negotiated with the Navajo Nation in a public setting.

30. Jicarilla Apache Nation, Navajo Project, New Mexico: Water service agreement between the Jicarilla Apache Nation and the San Juan Basin Water Haulers Association for delivery of 200 acre-feet of M&I water from the Jicarilla's settlement water from the Navajo Reservoir Supply. This agreement will have a term of 5 years (2016-2020) and will replace the expired previous agreement which was in place for 10 years.

31. North Fork Water Conservancy District and Ragged Mountain Water Users Association, Paonia Project, Colorado. An existing contract for 2,000 acre-feet will expire on December 31,

2016. The parties have requested a 5-year contract that will begin when the existing contract expires. The new contract will be for up to 2,000 acre-feet of water with up to 200 acre-feet available for M&I uses.

*Modified contract action:*

14. South Cache Water Users Association, Hyrum Project, Utah: The Association desires to pipe approximately 2,100 linear feet of the Hyrum-Mendota Canal to combat seepage issues below Hyrum Dam. A supplemental O&M agreement is necessary for Reclamation to provide consent to the modification of the Federal facilities.

*Completed contract actions:*

5. Uintah Water Conservancy District; Vernal Unit, CUP; Utah: Proposed carriage contract to both store up to 35,000 acre-feet of nonproject water in Steinaker Reservoir and carry nonproject water in the Steinaker Service and Feeder Canals. Contract executed on February 12, 2016.

21. Southern Ute Indian Tribe, Animas-La Plata Project, Colorado: Requested a water delivery contract for 33,519 acre-feet of M&I water; contract terms to be consistent with the Colorado Ute Settlement Act Amendments of 2000 (Title III of Pub. L. 106-554). Contract executed on January 14, 2016.

**GREAT PLAINS REGION:** Bureau of Reclamation, P.O. Box 36900, Federal Building, 2021 4th Avenue North, Billings, Montana 59101, telephone 406-247-7752.

*New contract actions:*

39. South Chester County Water District; Lower Marias Unit, P-SMBP; Montana: Consideration to renew of long-term M&I water service contract No. 14-06-600-2022A.

40. Nathan D. and Kindra Young; Canyon Ferry Unit, P-SMBP; Montana: Consideration to renew short-term M&I water service contract No. 129E670093.

41. Central Oklahoma Master Conservancy District, Norman Project, Oklahoma: Consideration of a contract for a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water.

*Modified contract action:*

22. Helena Valley ID; Helena Valley Unit, P-SMBP; Montana: Consideration of a contract to allow for delivery of up to 500 acre-feet of water for M&I purposes.

*Completed contract action:*

29. Larry TenBensel; Frenchman Cambridge, P-SMBP; Nebraska: Consideration of a long-term Warren Act contract. Contract executed on March 15, 2016.

Dated: April 14, 2016.

**Roseann Gonzales,**

*Director, Policy and Administration.*

[FR Doc. 2016-13237 Filed 6-3-16; 8:45 am]

**BILLING CODE 4332-90-P**

## DEPARTMENT OF JUSTICE

### Antitrust Division

#### **United States of America v. BBA Aviation plc, et al.; Public Comment and Response on Proposed Final Judgment**

Pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)-(h), the United States hereby publishes below the comment received on the proposed Final Judgment in *United States of America v. BBA Aviation plc, et al.*, Civil Action No. 1:16-cv-00174, together with the Response of the United States to Public Comment.

Copies of the comment and the United States' Response are available for inspection on the Antitrust Division's Web site at <http://www.justice.gov/atr>, and at the Office of the Clerk of the United States District Court for the District of Columbia. Copies of these materials may be obtained from the Antitrust Division upon request and payment of the copying fee set by Department of Justice regulations.

**Patricia A. Brink,**

*Director of Civil Enforcement.*

#### **UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA**

*United States Of America, Plaintiff, v. BBA Aviation PLC, Landmark U.S. Corp LLC, and LM U.S. Member LLC, Defendants.*

Case: 1:16-cv-00174

Judge: Amy Berman Jackson

#### **RESPONSE OF PLAINTIFF UNITED STATES TO PUBLIC COMMENT ON THE PROPOSED FINAL JUDGMENT**

Pursuant to Sections 2(b)-(h) of the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)-(h) ("APPA" or "Tunney Act"), Plaintiff, the United States of America ("United States") hereby files the single public comment received concerning the proposed Final Judgment in this case and the United States's response to the comment. After careful consideration of the submitted comment, the United States continues to believe that the proposed Final Judgment ("PFJ") provides an effective and appropriate remedy for the antitrust violations alleged in the Complaint. The United States will move the Court for entry of the proposed Final Judgment after the public comment and this Response have been published in the

**Federal Register** pursuant to 15 U.S.C. 16(d).

## I. BACKGROUND

On February 3, 2016, the United States filed a civil antitrust Complaint alleging that the proposed acquisition by Defendant BBA Aviation plc (“Signature”) of Defendants Landmark U.S. Corp LLC and LM U.S. Member LLC (“Landmark”), announced on September 23, 2015, would be likely to substantially lessen competition in the provision of full-service fixed-based operator (“FBO”) services at six airports in the United States, in violation of Section 7 of the Clayton Act, 15 U.S.C. 18. The Complaint further alleged that, as a result of the acquisition as originally proposed, prices for these services in the United States would likely have increased and customers would have received services of lower quality.

At the same time the Complaint was filed, the United States also filed a Hold Separate Stipulation and Order (“Hold Separate Order”); a Proposed Final Judgment (“PFJ”); and a Competitive Impact Statement (“CIS”) that explains how the PFJ is designed to remedy the likely anticompetitive effects of the proposed acquisition. As required by the Tunney Act, the United States published the PFJ and CIS in the **Federal Register** on February 10, 2016. In addition, the United States ensured that a summary of the terms of the PFJ and CIS, together with directions for the submission of the written comments, were published in *The Washington Post* on seven different days during the period of February 6, 2016 to February 12, 2016. See 15 U.S.C. 16(c). The 60-day waiting period for public comments ended on April 12, 2016. Following expiration of that period, the United States received one comment, which is described below and attached hereto as Exhibit 1.

## II. STANDARD OF JUDICIAL REVIEW

The Tunney Act requires that proposed consent judgments in antitrust cases brought by the United States be subject to a 60-day public comment period, after which the court shall determine whether entry of the proposed Final Judgment “is in the public interest.” 15 U.S.C. 16(e)(1). In making that determination, the court, in accordance with the statute as amended in 2004, is required to consider:

(A) the competitive impact of such judgment, including termination of alleged violations, provisions for enforcement and modification, duration of relief sought, anticipated effects of alternative remedies actually considered, whether its terms are

ambiguous, and any other competitive considerations bearing upon the adequacy of such judgment that the court deems necessary to a determination of whether the consent judgment is in the public interest; and

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

15 U.S.C. 16(e)(1). In considering these statutory factors, the court’s inquiry is necessarily a limited one as the government is entitled to “broad discretion to settle with the defendant within the reaches of the public interest.” *United States v. Microsoft Corp.*, 56 F.3d 1448, 1461 (D.C. Cir. 1995); see also *United States v. SBC Commc’ns, Inc.*, 489 F. Supp. 2d 1, 10–11 (D.D.C. 2007) (assessing public interest standard under the Tunney Act); *United States v. InBev N.V./S.A.*, No. 08-cv-1965 (JR), 2009 U.S. Dist. LEXIS 84787, at \*3 (D.D.C. Aug. 11, 2009) (discussing nature of review of consent judgment under the Tunney Act; inquiry is limited to “whether the government’s determination that the proposed remedies will cure the antitrust violations alleged in the complaint was reasonable, and whether the mechanisms to enforce the final judgment are clear and manageable”).

Under the APPA, a court considers, among other things, the relationship between the remedy secured and the specific allegations set forth in the Complaint, whether the decree is sufficiently clear, whether the enforcement mechanisms are sufficient, and whether the decree may positively harm third parties. See *Microsoft*, 56 F.3d at 1458–62. With respect to the adequacy of the relief secured by the decree, a court may not “engage in an unrestricted evaluation of what relief would best serve the public.” *United States v. BNS, Inc.*, 858 F.2d 456, 462 (9th Cir. 1988) (citing *United States v. Bechtel Corp.*, 648 F.2d 660, 666 (9th Cir. 1981)). Instead, courts have held that:

[t]he 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 in “within the reaches of the public interest.” More elaborate requirements might undermine the

effectiveness of antitrust enforcement by consent decree.

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

In determining whether a proposed settlement is in the public interest, “the court ‘must accord deference to the government’s predictions about the efficacy of its remedies.’” *United States v. U.S. Airways Grp., Inc.*, 38 F. Supp. 3d 69, 76 (D.D.C. 2014) (quoting *SBC Commc’ns*, 489 F. Supp. at 17). See also *Microsoft*, 56 F.3d at 1461 (noting that the government is entitled to deference as to its “predictions as to the effect of the proposed remedies”); *United States v. Archer-Daniels-Midland Co.*, 272 F. Supp. 2d 1, 6 (D.D.C. 2003) (noting that the court should grant due respect to the United States’ “prediction as to the effect of the proposed remedies, its perception of the market structure, and its views of the nature of the case”); *United States v. Morgan Stanley*, 881 F. Supp. 2d 563, 567–68 (S.D.N.Y. 2012) (explaining that the government is entitled to deference in choice of remedies).

Courts “may not require that the remedies perfectly match the alleged violations.” *SBC Commc’ns*, 489 F. Supp. 2d at 17. Rather, the ultimate question is whether “the remedies [obtained in the decree are] so inconsonant with the allegations charged as to fall outside of the ‘reaches of the public interest.’” *Microsoft*, 56 F.3d at 1461. Accordingly, the United States “need only provide a factual basis for concluding that the settlements are reasonably adequate remedies for the alleged harms.” *SBC Commc’ns*, 489 F. Supp. 2d at 17; see also *United States v. Apple, Inc.*, 889 F. Supp. 2d 623, 631 (S.D.N.Y. 2012). And, 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 the public interest.” *United States v. Am. Tel. & Tel. Co.*, 552 F. Supp. 131, 151 (D.D.C. 1982) (citations and internal quotations omitted); see also *United States v. Alcan Aluminum Ltd.*, 605 F. Supp. 619, 622 (W.D. Ky. 1985) (approving the consent decree even though the court would have imposed a greater remedy).

In its 2004 amendments to the Tunney Act,<sup>1</sup> Congress made clear its

<sup>1</sup> The 2004 amendments substituted “shall” for “may” in directing relevant factors for courts to consider and amended the list of factors to focus on competitive considerations and to address potentially ambiguous judgment terms. Compare 15 U.S.C. 16(e) (2004), with 15 U.S.C. 16(e)(1) (2006); see also *SBC Commc’ns*, 489 F. Supp. 2d at 11

intent to preserve the practical benefits of using consent decrees in antitrust enforcement, adding the unambiguous instruction that “[n]othing in this section shall be construed to require the court to conduct an evidentiary hearing or to require the court to permit anyone to intervene.” 15 U.S.C. 16(e)(2). The procedure for the public interest determination is left to the discretion of the court, with the recognition that the court’s “scope of review remains sharply proscribed by precedent and the nature of the Tunney Act proceedings.” *SBC Commc’ns*, 489 F. Supp. 2d at 11; see also *United States v. Enova Corp.*, 107 F. Supp. 2d 10, 17 (D.D.C. 2000) (“[T]he Tunney Act expressly allows the court to make its public interest determination on the basis of the competitive impact statement and response to public comments alone.”); *US Airways*, 38 F. Supp. 3d at 76 (same).

### III. SUMMARY OF PUBLIC COMMENT AND THE UNITED STATES’S RESPONSE

The United States received one public comment from the City of Dallas (“Dallas”). Though the comment was submitted after the deadline for comments had passed, the United States has nevertheless issued a full response. Dallas submitted the comment to express concern about the possible anticompetitive effects of Signature’s acquisition of Landmark at Love Field Airport (“Love Field”), which Dallas operates. Combined, Signature and Landmark have 54 percent of the FBO market and lease nearly 70 percent of the FBO facilities at Love Field. Dallas submitted the comment to provide additional information about the situation at Love Field and highlight what Dallas believes to be competitive concerns the PFJ does not address. In particular, Dallas is concerned that the PFJ would not require Signature to report future FBO acquisitions at Love Field to the United States. Dallas does not, however, argue in favor of a divestiture of FBO assets at Love Field.

The United States appreciates Dallas’s advocacy efforts on behalf of competition at Love Field. The United States carefully considered the effects of the acquisition at Love Field and chose not to take enforcement action against such acquisition. Over the course of a five-month investigation, the United States reviewed party and third-party documents, conducted economic data analysis, and talked with dozens of industry participants including the

Aviation Director for the City of Dallas. As a result of this investigation, the United States did not allege a violation of the Clayton Act resulting from the acquisition of Love Field in its Complaint. Therefore, the comment submitted by Dallas is not a comment addressing the question before the Court, which is whether the proposed remedy will cure the antitrust violations alleged in the Complaint. Should any future acquisitions by Signature at Love Field raise a possibility of competitive harm, Dallas or any other affected party may raise those concerns with the United States to be evaluated at such future date.

### IV. CONCLUSION

After reviewing the public comment, the United States continues to believe that the PFJ, as drafted, provides an effective and appropriate remedy for the antitrust violations alleged in the Complaint, and is therefore in the public interest. The United States will move this Court to enter the PFJ soon after the comment and this response are published in the **Federal Register**.

Dated: May 27, 2016

Respectfully submitted,

/s/Patricia L. Sindel

Patricia L. Sindel, (D.C. Bar #997505),

*Trial Attorney, Networks & Technology Enforcement Section, U.S. Department of Justice, Antitrust Division, 450 Fifth Street NW., Suite 7100, Washington, DC 20530, Telephone: (202) 598-8300, Facsimile: (202) 616-8544, Email: patricia.sindel@usdoj.gov.*

KAPLAN KIRSCH ROCKWELL

April 20, 2016

James J. Tierney, Chief  
Networks & Technology Enforcement Section  
United States Department of Justice  
Antitrust Division  
450 Fifth Street NW., Suite 7100  
Washington, DC 20530

Re: BBA Aviation, PLC and Landmark U.S.  
Corp LLC

Case No. 1:16-cv-00174

Dear Mr. Tierney:

As counsel to the City of Dallas (“City”), Kaplan Kirsch & Rockwell LLP (“Firm”) submits these comments in the matter of *United States v. BBA Aviation, et al.*, case no. 1:16-cv-00174, concerning the merger of BBA Aviation (parent corporation to Signature Flight Support Corporation (“Signature”)), and Landmark U.S. Corp LLC (“Landmark”). The Firm and the City recognize that the deadline for comments on this matter has passed, but respectfully request that the Department of Justice accept these comments despite their tardiness.<sup>1</sup>

The City owns and operates Dallas Love Field Airport (“Love Field”). The City is concerned about the possible anticompetitive

effects of the merger between Landmark and Signature at Love Field, where both Landmark and Signature currently operate.

Presently, there are six (6) fixed base operator (“FBO”) locations at Love Field, operated by five different FBO entities. Landmark operates one (1) of the FBO locations, and Signature operates two (2) of the locations.<sup>2</sup> In 2015, Signature’s two (2) locations combined sold 40 percent of the total aviation fuel<sup>3</sup> at Love Field (by FBOs), and Landmark’s single location sold 14 percent of the total aviation fuel. This, after the proposed merger, would result in 54 percent of the fuel at Love Field being provided by the “new” Signature.

The remaining three (3) FBOs sold 46 percent of the fuel, with two smaller locations selling approximately 9 percent each, and one larger entity selling 28 percent. In addition to conducting a majority of the fuel sales, Landmark and Signature together lease nearly 70 percent of the total hangar, general aviation terminal facilities, and office space at Love Field. A chart with a breakdown of the data used to calculate these percentages is enclosed with this letter as Attachment A.

Under the Department of Justice and Federal Trade Commission’s *Horizontal Merger Guidelines*, markets with an initial score over 2500 on the Herfindahl-Hirschman Index (“HHI”) are considered “highly concentrated.”<sup>4</sup> When a prospective merger in a highly concentrated market would result in an HHI increase of 200 or more, the transaction “will be presumed to be likely to enhance market power.”<sup>5</sup> Such increases in HHI are considered indicators of transactions “for which it is particularly important to examine whether other competitive factors confirm, reinforce, or counteract the potentially harmful effects of increased concentration.”<sup>6</sup>

At Love Field, the fuel flowage data suggests that the existing market is already highly concentrated, and that a merger of Signature and Landmark would increase the HHI by well over 200 points.<sup>7</sup> Despite this potential effect, there are no indications that the Department of Justice examined any of the competitive effects of the merger at Love Field. In fact, it appears that the Department of Justice failed to consider the impact on Love Field whatsoever, or, alternatively, failed to adequately explain why it chose to ignore those impacts.

These facts and the Department’s own guidelines demonstrate the need to carefully scrutinize the merger’s potential effects at Love Field. Yet, the materials published by the Department of Justice in the **Federal Register** and filed with the United States District Court for the District of Columbia make no reference to operations at Love Field.

<sup>2</sup> Signature operates both Signature Flight Support (also known as Signature North) and Dalfort Fueling.

<sup>3</sup> 100LL and Jet-A.

<sup>4</sup> Horizontal Merger Guidelines § 5.3.

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

<sup>7</sup> The City recognizes that HHI is typically calculated using revenue data, but such information is proprietary and unavailable to the City.

(concluding that the 2004 amendments “effected minimal changes” to Tunney Act review).

<sup>1</sup> See 81 Fed. Reg. 7144 (Feb. 10, 2016) (setting 60-day comment period).

The proposed consent decree requires Signature and Landmark to divest their assets from six airports where both currently operate, but there is not even an acknowledgement that both firms operate FBOs at Love Field.<sup>8</sup> While the City does not necessarily advocate for a divestiture of Signature or Landmark's assets at Love Field, the lack of discussion or findings on the issue is troubling, especially when such an absence is inconsistent with the Department's own guidance on this issue.

The proposed consent decree not only imposes no constraints on Signature-Landmark operations at Love Field, but would effectively allow Signature-Landmark to acquire another FBO at Love Field. The proposal allows such an acquisition at "an airport where [the merged entity] is already providing FBO Services in the United States unless (1) the assumption or acquisition is valued at less than \$20 million dollars, or (2) at least two Full-Service FBOs not involved

in the transaction provide FBO Services at the airport where the assumption or acquisition will take place."<sup>9</sup> This provision will be insufficient to protect the competitive environment at Love Field<sup>10</sup> because BBA could acquire the remaining FBOs without Department of Justice scrutiny or permission. The new Signature-Landmark entity could acquire the next-largest FBO at Love Field because of the exception allowing such acquisition when there are two other FBOs at the airport, and could then acquire the other entities if they are valued below \$20 million.<sup>11</sup> By failing to address this potential issue now, the Department of Justice leaves open the possibility that BBA could later acquire an exclusive right at Love Field.

The City urges the Department of Justice to include more specific protections for Love Field and other airports that are not proposed for divestiture, but where the market power of the merged entity could pose a serious threat of further market concentration.

Specifically, the City suggests including provisions that would serve to prevent the future purchase of FBOs at any airport where Signature and Landmark both operated prior to the merger, regardless of the value of the transaction or presence of additional FBOs. As explained above, the current provision in the proposed consent decree is too narrow to adequately protect Love Field. A broader provision would better protect Love Field and other airports from potential anticompetitive environments.

Thank you for your time and consideration in this matter. If you have any questions about any of the comments in this letter, please do not hesitate to contact me.

Sincerely,

/s/

Peter J. Kirsch by Nicholas M. Clabbers,  
On behalf of: City of Dallas, Department of  
Aviation, 8008 Herb Kelleher Way, LB16,  
Dallas, Texas 75235.

#### ATTACHMENT A

##### FBO fuel sales at Dallas Love Field (2015 totals)

FBO	100 LL (gals)	Jet A (gals)	Total
Signature Flight Support .....	9,992	4,126,136	4,136,128
Signature Dalfort .....	8,335	3,935,851	3,944,186
Landmark Aviation .....	37,380	2,881,685	2,919,065
Total Signature + Landmark .....	55,707	10,943,672	10,999,379
All Other FBOs .....	101,600	9,238,107	9,339,707
S+L Market Share Post-Merger <sup>1</sup> .....	35.4%	54.2%	54%

##### FBO Facility Leaseholds at Dallas Love Field (as of 2015)

FBO	Hangars (sqft)	Terminal and offices (sqft)	Total
Signature Flight Support .....	220,500 .....	97,688 .....	318,188
Signature Dalfort .....	400,703 .....	14,212 .....	414,915
Landmark Aviation .....	106,890 .....	79,848 .....	186,738
Total Signature + Landmark .....	728,093 .....	191,748 .....	919,841
All Other FBOs <sup>2</sup> .....	N/A .....	N/A .....	432,108
S + L Percentages Post-Merger .....	Unknown ....	Unknown ....	68%

<sup>1</sup> The calculations of approximate market share are based solely on the fuel quantities sold, as the City does not have access to proprietary revenue data.

<sup>2</sup> The data available for the other FBOs does not delineate between hangar and office space.

<sup>8</sup> The City also notes that there is no discussion of San Antonio International Airport or Teterboro Airport, the two other U.S. airports where both Signature and Landmark presently operate.

<sup>9</sup> 81 FR at 7155 (emphasis added).

<sup>10</sup> The City is also concerned that even greater concentration of FBO business at Love Field may result in violations of the Federal Aviation Administration Grant Assurances, which specifically prohibit the granting of "exclusive rights" to aeronautical service providers. See FAA Order 5.190.6B, ¶8.1. The City has an affirmative

obligation to ensure that an exclusive right is not created at Love Field.

<sup>11</sup> The City presently has no information about the value of any of the other FBOs at Love Field, but all are small entities that operate only at Love Field.

[FR Doc. 2016-13185 Filed 6-3-16; 8:45 am]

BILLING CODE 4410-11-P

**DEPARTMENT OF JUSTICE****Notice of Lodging of Proposed Consent Decree Under the Comprehensive Environmental Response, Compensation, and Liability Act**

On May 27, 2016, the Department of Justice ("DOJ") lodged a proposed Consent Decree with the United States District Court for the Northern District of Illinois in the lawsuit entitled *United States v. Pilkington North America, Inc.*, Civil Action No. 16-5654.

The United States filed this lawsuit under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). The Complaint seeks reimbursement of response costs and injunctive relief under CERCLA for hazardous substance contamination at the Ottawa Township Flat Glass Site ("Site").

The publication of this notice opens a period for public comment on the proposed Consent Decree. Comments should be addressed to the Assistant Attorney General, Environment and Natural Resources Division, and should refer to *United States v. Pilkington North America, Inc.*, D.J. Ref. No. 90-11-3-11237. All comments must be submitted no later than thirty (30) days after the publication date of this Notice. Comments may be submitted either by email or by mail:

<i>To submit comments:</i>	<i>Send them to:</i>
By email .....	<i>pubcomment-ees.enrd@usdoj.gov.</i>
By mail .....	Assistant Attorney General, U.S. DOJ—ENRD, P.O. Box 7611, Washington, DC 20044-7611.

During the public comment period, the proposed Consent Decree may be examined and downloaded at the following DOJ Web site: <https://www.justice.gov/enrd/consent-decrees>. We will provide a paper copy of the proposed Consent Decree upon written request and payment of reproduction costs. Please mail your request and payment to: Consent Decree Library, U.S. DOJ—ENRD, P.O. Box 7611, Washington, DC 20044-7611.

Please enclose a check or money order for \$94.75 (25 cents per page reproduction cost) payable to the United States Treasury. For a paper copy

without the exhibits and signature pages, the cost is \$16.50.

**Randall M. Stone,**

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

[FR Doc. 2016-13188 Filed 6-3-16; 8:45 am]

BILLING CODE 4410-15-P

**DEPARTMENT OF JUSTICE****[CPCLO Order No. 004-2016]****Privacy Act of 1974; Systems of Records; Extension of Comment Period**

**AGENCY:** Federal Bureau of Investigation, United States Department of Justice.

**ACTION:** Notice of a modified system of records notice; extension of comment period.

**SUMMARY:** The Department of Justice (Department or DOJ), Federal Bureau of Investigation (FBI), is extending the comment period for its proposal to modify an existing FBI system of records notice titled, "Fingerprint Identification Records System (FIRS)," JUSTICE/FBI-009, which would be retitled, "The Next Generation Identification (NGI) System," JUSTICE/FBI-009, published in the **Federal Register** on May 5, 2016 (81 FR 27284). The original comment period is scheduled to expire on June 6, 2016. The Department is now extending the time period for public comments by 30 days. The updated comment period is scheduled to expire on July 6, 2016. This action will allow interested persons additional time to analyze the proposal and prepare their comments. **DATES:** Comments on the notice published May 5, 2016 (81 FR 27284) must be submitted on or before July 6, 2016.

**ADDRESSES:** Submit comments to the Department of Justice, ATTN: Privacy Analyst, Office of Privacy and Civil Liberties, Department of Justice, National Place Building, 1331 Pennsylvania Avenue NW., Suite 1000, Washington, DC 20530, or by facsimile at 202-307-0693. To ensure proper handling, please reference either this CPCLO Order No., or the CPCLO Order No. from the notice of modified system of records notice (CPCLO Order No. 002-2016) on your correspondence.

**FOR FURTHER INFORMATION CONTACT:**

Roxane M. Panarella, Criminal Justice Information Services Division (CJIS), Privacy Attorney, 1000 Custer Hollow Road, Clarksburg WV 26306.

**SUPPLEMENTARY INFORMATION:** On May 5, 2016, the Department requested comments on its proposal to modify an existing FBI system of records notice titled, "Fingerprint Identification Records System (FIRS)," JUSTICE/FBI-009, and its proposal to amend the Department's Privacy Act regulations by establishing an exemption for records in this system of records from certain provisions of the Privacy Act pursuant to 5 U.S.C. 552a(j) and (k).

Both the notice of a modified system of records notice and notice of proposed rulemaking for this system of records originally provided that comments must be received by June 6, 2016. The Department has received requests to extend these comment periods. The Department believes that extending the comment periods would be appropriate in order to provide the public additional time to consider and comment on the proposals addressed in these notices. Therefore, the Department is extending both public comment periods for 30 days, until July 6, 2016. Elsewhere in the **Federal Register**, the Department is extending the comment period for the accompanying notice of proposed rulemaking.

Dated: June 1, 2016.

**Erika Brown Lee,**

*Chief Privacy and Civil Liberties Officer, U.S. Department of Justice.*

[FR Doc. 2016-13353 Filed 6-3-16; 8:45 am]

BILLING CODE 4410-02-P

**DEPARTMENT OF LABOR****Comment Request for Information Collection for the Evaluation of the Disability Employment Initiative Round 5 and Future Rounds; Correction**

**AGENCY:** Office of Disability Employment Policy, Department of Labor.

**ACTION:** Notice; correction.

**SUMMARY:** The Department of Labor, published a document in the **Federal Register** of January 12, 2016, concerning a request for comments for information collection for the evaluation of the Disability Employment Initiative round 5 and future rounds. The document contained a comment period of 30 days instead of the required 60 days. This correction notice reopens the comment period for an additional 30 days.

**FOR FURTHER INFORMATION CONTACT:**

Cherise Hunter by telephone at 202-693-4931 (this is not a toll-free number) or by email at [hunter.cherise@dol.gov](mailto:hunter.cherise@dol.gov).