Johnsonburg Swamp Preserve in New Jersey.

The Department of Justice will receive written comments relating to the consent decree for a period of thirty (30) days from the date of this notice. Comments should be addressed to the Assistant Attorney General, Environment and Natural Resources Division, U.S. Department of Justice, Attention: Daniel W. Pinkston, Environmental Defense Section, P.O. Box 23986, Washington, D.C. 20026–3986, and should refer to *United States* v. *Khubani Enterprises, Inc.*, DJ Reference No. 90–5–1–4–354.

The proposed consent decree may be examined at the Offices of the United States Attorney for the District of New Jersey, Federal Building, Room 502, 970 Broad Street, Newark, New Jersey 07102; the New York District Office of the United States Army Corps of Engineers, Jacob K. Javits Federal Building, 26 Federal Plaza, New York, New York 10278–0090, and at the Consent Decree Library, 1120 G Street, N.W., 4th Floor, Washington, D.C. 20005. In requesting a copy, please enclose a check in the amount of $7.75 for a copy of the consent decree with attachments.

Letitia J. Grishaw,

Chief, Environmental Defense Section, Environment and Natural Resources Division, United States Department of Justice.

[FR Doc. 95–24362 Filed 9–29–95; 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 and 28 CFR § 50.7, notice is hereby given that a proposed consent decree in *United States of America and Division of Water Resources, Department of Natural Resources, State of West Virginia* v. *Rayle Coal Company, et al.*, Civil Action No. 87–0085–W(K) consolidated with *Rayle Coal Company, et al.* v. *United States Environmental Protection Agency and Division of Water Resources, Department of Natural Resources, State of West Virginia*, Civil Action No. 88–0094–W(K), was lodged on or about September 19, 1995, with the United States District Court for the Northern District of West Virginia.

The proposed consent decree pertains to the United States' claims pursuant to Sections 301 and 309 of the Clean Water Act (''CWA''), 33 U.S.C. §§ 1311 and 1319, and the State of West Virginia's claims pursuant to the West Virginia Water Pollution Control Act that the Defendants discharged effluent from an abandoned coal mine refuse pile on Defendants' property near Tridelphia, West Virginia into Storch's Run, a tributary of Middle Wheeling Creek, without a permit. In the Decree, the Defendants (specifically, Rayle Coal Company and Marietta Coal Company) are required to expeditiously apply for an NPDES permit for effluent discharged from their abandoned coal mine refuse pile into Storch's Run. Further, the Defendants are required: (1) To pay a civil penalty of $145,000 to the United States and the State of West Virginia; (2) to comply with interim effluent limitations at a specified discharge point until the Defendants' NPDES permit is final for purposes of administrative or judicial appeal; (3) to restore Storch's Run by cleaning treatment ponds, properly disposing of sludge from the cleanup and maintenance of the wastewater treatment system, by reclaiming all areas disturbed by restoration activities, and by certifying that the design and construction of the dams used in the treatment system meet appropriate state requirements; (4) to monitor and report compliance with the terms of the Consent Decree; (5) to pay stipulated penalties for failing to comply (a) with any interim effluent limitation, monitoring or reporting requirement in the Consent Decree, or (b) with effluent limitations set forth in the Defendants' NPDES permit for a six month compliance period.

The Department of Justice will receive, for a period of thirty (30) days from the date of this publication, comments relating to the proposed consent decree. Comments should be addressed to the Assistant Attorney General for the Environment and Natural Resources Division, Department of Justice, Washington, DC 20530, and should refer to *United States of America and Division of Water Resources, Department of Natural Resources, State of West Virginia* v. *Rayle Coal Company, et al.*, DOJ Ref. #90–5–1–1–2826.

The proposed consent decree may be examined at the Office of the United States Attorney, 1100 Main Street, Suite 200, Wheeling, West Virginia; the Region III Office of the Environmental Protection Agency, 841 Chestnut Building, Philadelphia, Pennsylvania 19107; 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, 1120 G Street, NW., 4th Floor, Washington, DC 20005. In requesting a copy of the body of the proposed decree, please refer to the referenced case and enclose a check in the amount of $10.25 (25 cents per page reproduction costs), for each copy. The check should be made payable to the Consent Decree Library.

Joel Gross,

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

[FR Doc. 95–24363 Filed 9–29–95; 8:45 am]

BILLING CODE 4410–01–M

Antitrust Division

United States v. National Automobile Dealers Association; Proposed Final Judgment and Competitive Impact Statement

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16 (b) through (h), that a proposed Final Judgment, Stipulation, and Competitive Impact Statement have been filed with the United States District Court for the District of Columbia, in *United States* v. *National Automobile Dealers Association*, Civil Action No. 95–1804 (HHG). The Complaint alleged that the National Automobile Dealers Association (''NADA'') engaged in anticompetitive practices designed to lessen price competition among car dealers. Those practices included encouraging members to maintain specific inventory levels at their dealerships, urging members to boycott manufacturers and auto brokers, and soliciting agreements from members not to advertise prices based on their own cost of buying the automobile.

On September 20, 1995, the United States and the NADA filed a Stipulation in which they consented to the entry of a proposed Final Judgment that, if approved by the court, would enjoin the NADA for ten years from entering into agreements with dealers to fix or maintain motor vehicle prices, urging or encouraging dealers to adopt or to refrain from adopting specific pricing or advertising policies, urging dealers to boycott or reduce the business they do with manufacturers or brokers, and terminating any dealer for reasons relating to the dealer's prices or advertising policies. The proposed Final Judgment would also require the NADA to set up an antitrust compliance program.

Public comment 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 Mary Jean Moltenbrey, Chief, Civil Task Force II, Antitrust Division, Department of Justice, Liberty Place Building, Room 300, 325 Seventh

Street, NW., Washington, DC 20530 (telephone: 202–616–5935).

Rebecca P. Dick,

Deputy Director, Office of Operations, Antitrust Division.

Complaint

(For Violations of Section 1 of the Sherman Act)

United States of America, Department of Justice, Washington, D.C. 20530, Plaintiff, v. National Automobile Dealers Association, 8400 Westpark Drive, McLean, Virginia 22102, Defendant. Civil Action No.: 1:95CV01804; Judge Harold H. Greene.

The United States of America, plaintiff, by its attorneys, acting under the direction of the Attorney General of the United States, brings this civil action to prevent and restrain the defendant, the National Automobile Dealers Association (''NADA''), from engaging in unlawful anticompetitive conduct intended to reduce price competition among automobile dealers, and complains and alleges as follows:

Since at least 1989, the NADA has actively engaged in a campaign designed to lessen price competition in the retail automobile industry. Through the use of a group boycott, the NADA attempted to pressure automobile manufacturers to change their policies by eliminating consumer rebates and significantly reducing discounts given to large volume automobile buyers, who often resold slightly used cars to consumers at prices substantially below the price of a new car. In particular, the NADA recommended that all dealers significantly reduce their inventories to 15–30 days' supply to coerce manufacturers to raise the prices the manufacturers charged large volume automobile buyers and thereby constrain the latter's ability to compete. The NADA also solicited agreements from its members not to advertise retail prices based on the invoice price of an automobile, and agreed to tell its members to refuse to do business with automobile brokers. The instant action seeks to enjoin the NADA from continuing to engage in conduct intended to limit price competition in the retail automobile industry.

I. The Defendant NADA

1. The NADA is a corporation organized and existing under and pursuant to the laws of the State of Delaware. It maintains offices at 8400 Westpark Drive, McLean, Virginia 22102, and 412 1st Street SE, Washington, DC 20003.

2. The NADA is a national trade association that represents franchised new car and truck dealers in the United States. In 1994, approximately 84% of franchised dealers in the United States were NADA members. Its members sold approximately $375 billion of cars and other automobile products and services in 1993.

II. Jurisdiction and Venue

3. This complaint is filed pursuant to Section 4 of the Sherman Act, 15 U.S.C. 4, in order to prevent and restrain violations by the NADA of Section 1 of the Sherman Act, 15 U.S.C. 1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. 1331 and 1337.

4. Venue is properly laid in this District pursuant to Section 12 of the Clayton Act, 15 U.S.C. 22, and under 28 U.S.C. 1391 because the NADA transacts business and is found within this District.

5. The NADA and its members are engaged in, and their activities substantially affect interstate commerce.

6. The members of the NADA compete with each other and with other car and truck dealers to sell cars and other automobile products and service to consumers. Dealers compete on, among other things, price, quality of service, and the selection of cars available for purchase at their dealerships.

III. Concerted Action

A. Agreement Concerning Inventory Levels

7. In recent years, automobile manufacturers have engaged in a number of sales and marketing practices that have been unpopular with many automobile dealers. Among these practices are the use of fleet subsidies and consumer rebates.

8. Fleet subsidies are substantial discounts offered by manufacturers on the purchase of large quantities of cars by rental car companies, large corporations, and other high volume buyers. Manufacturers have sometimes offered fleet subsidies that are larger than the discounts they offered to franchised dealers.

9. Fleet purchasers, and, in particular, rental car companies, frequently resell fleet vehicles directly to the public or, in some instances, to independent (*i.e.*, non-franchised) automobile dealers, who in turn sell them to the public. Through at least 1991, used fleet vehicles with relatively low mileage were often sold in the same year as new cars of the same model year. Thus, sales of some fleet vehicles competed directly with sales of new vehicles, but fleet vehicles were often priced at thousands of dollars less than a new car.

10. Consumer rebates are cash incentives offered by manufacturers directly to consumers. In recent years, manufacturers have increased the amount and frequency of consumer rebates that they offer to entice consumers to purchase new automobiles. In many cases, manufacturers' cash rebates constitute most, if not all, of a consumer's down payment for a new car. Consumer rebates thus make new cars more affordable to those who otherwise would not be able to purchase a new car.

11. Beginning at least as early as 1989 and continuing at least until 1992, the NADA frequently stated its opposition to the increased competition generated by fleet subsidies. In particular, it alleged that fleet subsidies created a class of nearly new vehicles that, because of their lower prices, unfairly competed with new vehicle sales. The NADA repeatedly urged manufacturers to stop offering fleet subsidies that were greater than the discounts offered to franchised dealers.

12. The NADA also objected to consumer rebates. It believed that when manufacturers offered rebates to consumers, franchised dealers were forced to offer their own rebates to consumers who purchased cars immediately before and after the rebate period. On numerous occasions between 1989 and 1992, the NADA urged manufacturers to give franchised dealers, rather than consumers, all of the discounts and incentives offered by manufacturers to induce the purchase of a new car.

13. In September, 1989, the NADA's president drafted a document entitled ''An Open Letter to All Dealers'' (''Open Letter''). The Open Letter discussed financial difficulties facing many dealers and stated that fleet subsidies contributed to automobile dealers' financial difficulties. It also discussed the NADA's attempts to convince manufacturers not to offer rebates and instead give all incentives to dealers.

14. The Open Letter concluded with several ''recommendations for survival.'' Among these was the recommendation that all automobile dealers reduce their inventories to a 15–30 day supply of new vehicles. The letter then stated that the NADA would ''advise dealers immediately of any movement by their franchisors which will assist dealers.''

15. The Open Letter was unanimously endorsed by the NADA's Executive Committee on October 16, 1989, and by its board of directors on October 17, 1989.

16. On October 23, 1989, the president of the NADA wrote to Oregon dealers, urging them to look for the Open Letter in the October 30 issue of

Automotive News, and calling the Open Letter the NADA's ''first response'' to manufacturers who made little or no compromise with the NADA.

17. In the October 30, 1989 Automotive News, the automobile industry's principal trade publication, the Open Letter appeared as a two page advertisement. It was also published in the NADA's official publication, Automotive Executive, and sent to numerous representatives of the media and major automobile manufacturers.

18. At the NADA's 1990 Annual Convention in Las Vegas, Nevada, the President of the NADA described the Open Letter and its effect upon manufacturers.

> We've tried to negotiate for years—and we tried all this year. Believe me, believe me, friends, I said to each of the big, big three, ''Throw a bone to a dog—give me at least one of our four priority issues I can take to our dealers at convention in Las Vegas.'' I couldn't come close until after our October 30th ad * * * but dealers all over this nation started looking at inventory and adjusting order banks to cut expenses for their very survival. Well, all of a sudden that got noticed! You bet!
>
> *Twenty-five thousand dealerships—doing anything more or less together—is bound to come to the attention of our suppliers.* [Emphasis added.]

19. The NADA and its officers and directors intended the Open Letter to constitute a threat to automobile manufacturers that dealers would collectively reduce their inventories unless manufacturers adopted policies more favorable to dealers.

B. Agreements Concerning Dealer Advertisements and Sales to Brokers

20. Like manufacturers, some dealers engage in sales and marketing practices that are unpopular with other dealers. Invoice advertising and selling cars to brokers are examples of dealer marketing practices that are unpopular with many dealers and the NADA.

21. ''Invoice advertising'' means advertising sponsored by a franchised dealer which reveals the dealer's invoice or cost to purchase a vehicle, or which offers to sell the vehicle to the public at a price based upon the dealer's invoice or cost to purchase the vehicle. Officers and directors of the NADA delivered numerous speeches denouncing invoice advertising because, *inter alia,* they believed that it has led to lower retail selling prices for new vehicles.

22. On several occasions between 1989 and 1994, an officer of the NADA contacted automobile manufacturers to complain about dealers who had advertised retail prices that were a specific dollar amount over the dealer's invoice.

23. The NADA officers also communicated directly with the dealers in question and obtained their agreement not to engage in further invoice advertising. In the course of these communications, the officer referred to his position with the NADA in a way that suggested that he was acting on behalf of the NADA in making the complaints and in seeking agreement from the dealers.

24. In February 1994, the NADA members, acting through their Board of Directors, appointed a task force to study the impact of automobile manufacturers' policies on new vehicles' suggested gross margins. This report, ultimately entitled ''A SPECIAL REPORT: From the NADA Task Force on Reduced New Vehicle Margins'' (''Reduced Margins Task Force Report'') was delivered to, among others, automobile manufacturers' dealer councils' chairmen and vice chairmen, automobile trade association executives, numerous NADA members, and representatives from major automobile manufacturers.

25. In addition to calling on all automobile manufacturers to increase their suggested gross profit margins, the NADA Reduced Margins Task Force Report included recommendations for manufacturers and dealers with respect to automobile brokers. Automobile brokers generally buy new vehicles from franchised dealers at discounted prices and resell the vehicles directly to the public in competition with franchised dealers.

26. The Reduced Margins Task Force Report included the following recommendation to automobile dealers:

> Refuse to do business with brokers or buying services. They inevitably do harm to new vehicle gross margin potential.

27. The NADA later sent a memorandum and revised pages for the Reduced Margins Task Force Report that eliminated this recommendation, but not until the report had been disseminated to over 200 dealer representatives and other individuals active in the automobile industry.

First Cause of Action

(Agreement To Boycott Manufacturers)

28. The NADA, through its officers and directors, agreed to orchestrate a group boycott of automobile manufacturers to coerce manufacturers to decrease the discounts offered to large volume buyers and to eliminate consumer rebates. Specifically, the NADA called upon its dealer members to reduce their inventories of new cars.

29. That agreement constituted a combination or conspiracy in unreasonable restraint of interstate trade and commerce in violation of Section 1 of the Serman Act, 15 U.S.C. 1.

30. Unless prevented and restrained, the NADA will continue to engage in the unlawful conduct as alleged herein.

Second Cause of Action

(Agreement To Fix Inventory Levels)

31. The NADA, through its officers and directors, agreed to urge its dealer members to maintain new vehicle inventory at levels equal to 15–30 days' supply.

32. That agreement constituted a combination or conspiracy in unreasonable restraint of interstate trade and commerce in violation of Section 1 of the Sherman Act, 15 U.S.C. 1.

33. Unless prevented and restrained, the NADA will continue to engage in the unlawful conduct as alleged herein.

Third Cause of Action

(Agreement To Restrict Advertisements)

34. The NADA, through its officers and directors, solicited and obtained agreements from member dealers not to engage in invoice advertising.

35. Those agreements constituted combinations and conspiracies in unreasonable restraint of interstate trade and commerce in violation of Section 1 of the Sherman Act, 15 U.S.C. 1.

36. Unless prevented and restrained, the NADA will continue to engage in the unlawful conduct as alleged herein.

Fourth Cause of Action

(Agreement To Boycott Automobile Brokers)

37. The NADA, through its officers and directors, agreed to urge its dealer members not to do business with automobile brokers.

38. That agreement constituted a combination and conspiracy in unreasonable restraint of interstate trade and commerce in violation of Section 1 of the Sherman Act, 15 U.S.C. 1.

39. Unless prevented and restrained, the NADA will continue to engage in the unlawful conduct as alleged herein.

Prayer for Relief

Wherefore, plaintiff respectfully prays for relief as follows:

1. That this Court adjudge and decree that the NADA has entered into unlawful contracts, combinations, or conspiracies which unreasonably restrain trade in interstate commerce, in violation of Section 1 of the Sherman Act, 15 U.S.C. 1;

2. That the NADA and all persons, firms, and corporations acting on their

behalf and under their direction or control be permanently enjoined from engaging in, carrying out, renewing or attempting to engage in, carry out or renew, any contracts, agreements, practices, or understandings in violation of Section 1 of the Sherman Act, 15 U.S.C. 1;

3. That plaintiff have such other relief that the Court may consider necessary, just, or appropriate to restore competitive conditions in the markets affected by the NADA's unlawful conduct; and

4. That plaintiff recover the costs of this action.

Dated: September 20, 1995.

Anne K. Bingaman,

Assistant Attorney General.

Joel I. Klein,

Deputy Assistant Attorney General.

Rebecca P. Dick,

Deputy Director of Operations.

Mary Jean Moltenbrey,

Chief, Civil Task Force II.

Robert J. Zastrow,

Assistant Chief.

Minaksi Bhatt,

Susan L. Edelheit,

D.C. Bar #250720.

Theodore R. Bolema,

Attorneys, Civil Task Force II, Antitrust Division, U.S. Department of Justice, 325 7th Street, NW, Washington, DC 20530.

For the Defendant the National Automobile Dealers Association:

Frank R. McCarthy,

Executive Vice President, National Automobile Dealers Association, 8400 Westpark Drive, McLean, VA 22102.

Glenn A. Mitchell,

Counsel for the National Automobile Dealers Association, Stein, Mitchell & Mezines, 1100 Connecticut Avenue, NW, Washington, D.C. 20035.

Arthur L. Herold.

Counsel for the National Automobile Dealers Association, Webster, Chamberlain & Bean, 1747 Pennsylvania Avenue, NW, Washington, D.C. 20006.

Stipulation

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

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

2. 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.

3. Defendant agrees to be bound by the provisions of the proposed Final Judgment pending its approval by the Court. 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.

For the Plaintiff the United States of America:

Anne K. Bingaman,

Assistant Attorney General.

Joel I. Klein,

Deputy Assistant Attorney General.

Rebecca P. Dick,

Deputy Director of Operations.

Mary Jean Moltenbrey,

Chief, Civil Task Force II.

Robert J. Zastrow,

Assistant Chief.

Minaksi Bhatt,

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Theodore R. Bolema,

Attorneys, Civil Task Force II, Antitrust Division, U.S. Department of Justice 325 7th Street, NW, Washington, DC 20530.

For the defendant the National Automobile Dealers Association:

Frank R. McCarthy,

Executive Vice President, National Automobile Dealers Association, 8400 Westpart Drive, McLean, VA 22102.

Glenn A. Mitchell,

Counsel for the National Automobile Dealers Association, Stein, Mitchell & Mezines, 1100 Connecticut Avenue, NW, Washington, DC 20035.

Arthur L. Herold,

Counsel for the National Automobile Dealers Association, Webster, Chamberlain & Bean, 1747 Pennsylvania Avenue, NW., Washington, DC 20006

Final Judgment

Plaintiff, United States of America, filed its complaint on September 20, 1995. Plaintiff and defendant, National Automobile Dealers Association (''NADA''), by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law. 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

The 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. *Communication* means any exchange, transfer or dissemination of information, regardless of the means by which it is accomplished.

B. *Consumer* means any person who is an actual or potential purchaser of any motor vehicle.

C. *Dealer* means a person selling motor vehicles to consumers, including each of its divisions, parents, subsidiaries, and affiliates.

D. *Gross margin* means the different between an automobile manufacturer's suggested retail price for a motor vehicle and a dealer's cost to purchase that vehicle from the manufacturer.

E. *Manufacturer* means any person which manufactures motor vehicles, including each of its divisions, parents, subsidiaries, and affiliates.

F. *NADA* means the National Automobile Dealers Association, including each of its divisions, parents, subsidiaries, and affiliates, and any person acting on behalf of any of them, except that NADA shall not include

1. NADA Charitable Foundation;
2. Dealers Election Action Committee (DEAC);
3. National Automobile Dealers Insurance Trust (NADIT);
4. National Automotive Insurance and Service Agency, Inc. (NAISA);
5. National Automobile Dealers Association Retirement Trust (NADART);
6. NADA Services Corporation (NADASC);
7. Salesperson Certification Program;
8. American Truck Division (ATD).

G. *Organization* means any corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal, or government entity.

H. *Person* means any individual or natural person, corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal, or government entity, and any employee or agent thereof.

I. *Retail margin* means the difference between the price a consumer pays to purchase a motor vehicle and a dealer's cost to purchase that vehicle from the manufacturer.

III. Applicability

A. This Final Judgment applies to defendant and to each of its officers, directors, agents, employees, committee or task force members, successors, and assigns.

B. Defendant shall require, as a condition of any merger with or acquisition by any other organization, that the organization to which defendant is to be merged or by which it is to be acquired agree to be bound by the provisions of this Final Judgment.

IV. Prohibited Conduct

Defendant is hereby enjoined and restrained from:

A. Directly or indirectly entering into, adhering to, or enforcing any agreement with any dealer to fix, stabilize or maintain the prices at which motor vehicles may be sold or offered by any person for sale in the United States to any consumer;

B. Urging, encouraging, advocating or suggesting that dealers adopt specific prices, specific gross or retail margins, specific pricing systems, specific markups, specific discounts, or specific policies relating to the advertising of prices, invoices or costs for the sale of motor vehicles by dealers in the United States;

C. Urging, encouraging, advocating or suggesting that dealers refrain from adopting specific pricing systems or specific policies relating to the advertising of prices, invoices or costs for the sale of motor vehicle by dealers in the United States;

D. Urging, encouraging, advocating or suggesting that dealers (1) refuse to do business with particular persons or types of persons, (2) reduce the amount of business they do with particular persons or types of persons, or (3) do business with particular persons or types of persons only on specified terms;

E. Terminating from membership any dealer for reasons relating to that dealer's price or prices, gross or retail margins, pricing systems, markups, discounts, or specific policies relating to the advertising of prices, invoices or costs for motor vehicles in the United States.

V. Limiting Conditions

A. Nothing in this Final Judgment shall prohibit defendant from:

1. Continuing to disseminate specific valuation information in the N.A.D.A. Official Used Car Guide;

2. Engaging in collective actions to procure government action when such actions are protected under the Noerr-Pennington doctrine, as established by Eastern Railroad Presidents Conference v. Noerr Motor Freight, Inc., 365 U.S. 127, 81 S.Ct. 523 (1961) and United Mine Workers v. Pennington, 381 U.S. 657, 85 S.Ct. 1585 (1965);

3. Presenting the views, opinions or concerns of its members on topics to manufacturers, dealers, consumers or other interested parties, provided that such activities do not violate any provision contained in Part IV. above;

4. Conducting surveys or gathering statistical facts or other facts and data relating to dealers, publishing or disseminating such information in written materials, studies, reports, seminars or programs, or otherwise providing information to manufacturers, dealers, consumers or other interested parties in accordance with Maple Flooring Mfrs. Ass'n v. United States, 268 U.S. 563 (1925) and its progeny, provided that such activities do not violate any provision contained in Part IV. above;

5. Participating in bona fide dispute resolution activities, including but not limited to AUTOCAP, involving complaints by specific consumers or dealers arising from specific transactions to which such consumers or dealers are parties;

6. Disseminating information about, or encouraging compliance with, any laws and government regulations including, but not limited to, tax laws, Federal Trade Commission rules and guides, Internal Revenue Service cash reporting requirements, and Federal Reserve Board regulations.

B. Nothing in this Final Judgment shall prohibit any individual dealer, acting along and not on behalf of or in concert with defendant or any of defendant's officers, directors, agents, employees, committee or task force members, successors, or assigns, from negotiating any terms of the dealer's business relationship with any manufacturer, including a manufacturer's policies.

VI. Notification Provisions

Defendant is ordered and directed:

A. To publish the Final Judgment and a written notice, in the form attached as Appendix A to this Final Judgment, in Automotive Executive within sixty (60) days of the entry of this final Judgment; and

B. To send a written notice, in the form attached as appendix A to this Final Judgment, to each dealer who becomes a member of NADA within ten (10) years of entry of this Final Judgment and who was not previously given such notice. Such notice shall be sent within thirty (30) days after the dealer becomes a member of NADA.

VII. Compliance Program

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 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 defendant's officers, directors, employees, and committee or task force members, except for employees whose functions are purely clerical or manual and members of committees or task forces that do not address issues related to the sale or purchase of automobiles;

B. Furnishing in a timely manner a copy of this Final Judgment to any person who succeeds to a position described in Section VII (A);

C. Arranging for an annual briefing to each person designated in Sections VII (A) or (B) on the meaning and requirements of this Final Judgment and the antitrust laws;

D. Obtaining from each person designated in Sections VII (A) or (B), certification that he or she (1) has read and, to the best of his or her ability, understands and agrees to abide by the terms of this Final Judgment; (2) is not aware of any violation of the Final Judgment that has not been reported to the Antitrust Compliance Officer; and (3) understands that any person's failure to comply with this Final Judgment may result in an enforcement action for civil or criminal contempt of court against NADA and/or any person who violates this Final Judgment;

E. Maintaining (1) a record of all certifications received pursuant to Section VII (D); (2) a file of all documents related to any alleged violation of this Final Judgment; and (3) a record of all non-privileged communications related to any such violation, which shall identify the date and place of the communication, the persons involved, the subject matter of the communication, and the results of any related investigation;

F. Reviewing the final draft of each speech and policy statement made by any officer, director, employee, or committee or task force member in order to ensure its adherence with this decree;

G. Reviewing the purpose for the formation or creation of each committee and task force in order to ensure its adherence with this decree;

H. Reviewing the content of each letter, memorandum, and report written by or on behalf of any director in his or her capacity as an NADA director or on NADA stationery in order to ensure its adherence with this decree.

VIII. 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 VI and VII.

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 take appropriate action to terminate or modify the activity so as to comply with this Final Judgment.

IX. 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, made to its principal office, be permitted, subject to any legally recognized privilege:

1. Access during the 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; and

2. To interview the 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 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 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 give 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.

X. 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.

XI. 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.

XII. Public Interest

Entry of this Final Judgment is in the public interest.

Dated: _____

_____

United States District Judge

Appendix A

On September 20, 1995, the Antitrust Division of the United States Department of Justice filed a civil suit that alleged that the National Automobile Dealers Association (''NADA'') had engaged in certain practices that violated one section of the antitrust laws. NADA denies that its conduct violated the law. However, in order to avoid the delay, expense and burden of protracted litigation, NADA, without admitting any violation of the law and without being subject to any monetary penalties, has agreed to the entry of a civil Consent Order to settle this matter. This Consent Order applies to NADA and all of its officers, directors, employees, agents, and committee and task force members, but not to dealers acting on their own.

Under the Consent Order, NADA may not enter into, adhere to, or enforce any agreement with any dealer to fix the prices at which new cars are sold or offered. NADA is also prohibited from recommending that dealers (1) adopt specific prices or pricing policies, specific margins, or specific advertising policies relating to prices or costs for automobile sales, (2) refrain from adopting specific pricing systems or specific policies relating to the advertising of prices or costs for automobile sales, as invoice advertising, and (3) refuse to do business or reduce the amount of business they do with particular people or types of people. NADA is further prohibited from terminating from membership any dealer based upon that dealer's prices or specific policies relating to the advertising of prices or costs for automobile sales. Failure to comply with this Consent Order may result in conviction for criminal contempt of court.

This Consent Order does not prohibit NADA from continuing certain activities, including publishing the N.A.D.A. Official Used Car Guide, lobbying before legislatures and regulatory agencies, offering dispute resolution programs, including the AUTOCAP program, educating members on compliance with laws and regulations, and presenting dealers' views to manufacturers, consumers or other interested parties in ways that do not otherwise violate the Consent Order.

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 regarding the proposed Final Judgment submitted for entry in this civil antitrust proceeding.

1. Nature and Purpose of the Proceeding

On September 20, 1995, 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, the National Automobile Dealers Association (''NADA''), entered into agreements intended to lessen competition in the retail automobile industry in violation of Section 1 of the Sherman Act, 15 U.S.C. 1. Specifically, the complaint alleges that the NADA, through its officers and directors:

(a) Agreed to orchestrate a group boycott in an attempt to coerce automobile manufacturers to decrease the discounts offered to large volume buyers and to eliminate consumer rebates;

(b) Agreed to urge its dealer members to maintain new vehicle inventories at levels equal to 15–30 days' supply;

(c) Solicited and obtained agreements from member dealers not to engage in invoice advertising; and

(d) Agreed to urge its members not to do business with automobile brokers.

The complaint seeks relief that would prevent the NADA from continuing or renewing the alleged practices and agreements, or engaging in other practices or agreements that would have a similar purpose or effect.

On September 20, 1995, the United States and the NADA also filed a stipulation in which they consented to the entry of a proposed Final Judgment that would prohibit the NADA from engaging in certain anticompetitive practices, and would require the NADA to implement an antitrust compliance program. The proposed Final Judgment provides all of the relief that the United States seeks in the Complaint.

The United States and the NADA have agreed that the Court may enter the proposed Final Judgment after compliance with the Antitrust Procedures and Penalties Act (''APPA''), 15 U.S.C. 16 (b)–(h), provided the United States has not withdrawn its consent. Entry of the proposed Final Judgment will terminate the action, except that the Court will retain jurisdiction over the matter 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

The NADA is a national trade association, headquartered in McLean, Virginia, that represents approximately 84% of the franchised new car and truck dealers in the United States. Franchised dealers purchase new cars and trucks from manufacturers pursuant to franchise agreements, and in turn sell those cars and trucks and provide related services to consumers. The members of the NADA compete with each other and with other car and truck dealers to sell motor vehicles and other auto products and services to consumers. Dealers compete by offering different prices, quality of service, and selection of cars. NADA's members had retail sales of products and services of approximately $375 billion in 1993.

1. Agreement Concerning Inventory Levels

In recent years, automobile manufacturers have used certain sales and marketing practices designed to stimulate car sales, including fleet subsidies and consumer rebates. Fleet subsidies are discounts offered to purchasers of large quantities of cars, such as rental car companies and large corporations. These discounts can be larger than the discounts offered to franchised dealers. Fleet purchasers often resell fleet vehicles directly to the public or to non-franchised automobile dealers, who in turn sell them to the public. Prior to 1991, many fleet vehicles were sold in the same year as new cars of the same model year. Fleet vehicles, therefore, directly competed with new vehicle sales, but fleet cars were sometimes offered at prices thousands of dollars less than similar new cars. During the late 1980's and early 1990's, the NADA objected to manufacturers' practices of offering substantial fleet discounts. The NADA claimed that fleet subsidies created a class of vehicles that, because of their lower prices and mileage, unfairly increased competition with new vehicle sales.

The NADA also objected to manufacturers' use of consumer rebates to stimulate sales. Consumer rebates are cash incentives offered by manufacturers directly to consumers. In recent years, manufacturers have increased the amount and frequency of consumer rebates that they offered to entice consumers to purchase new automobiles. During the time period covered by the Complaint, many analysts estimated that consumer rebates saved consumers as much as $1,000 per car. Many franchised dealers believe that when manufacturers offer rebates to consumers, franchised dealers are forced to offer their own rebates to consumers who purchase cars immediately before or after the rebate period. During the late 1980's and early 1990's, the NADA repeatedly urged manufacturers to give franchised dealers, rather than consumers, all discounts and incentives designed to stimulate sales.

In September, 1989, the NADA's president drafted a document entitled ''An Open Letter to All Dealers'' (''Open Letter''). The Open Letter claimed that manufacturers' use of fleet subsidies had contributed to automobile dealers' financial difficulties. It also discussed the NADA's attempts to convince consumer manufacturers not to offer rebates to consumes, and instead to give all incentives to dealers. The Open Letter concluded with a recommendation that all automobile dealers reduce their inventories to a 15–30 day supply of new vehicles. The letter then stated that the NADA would ''advise dealers immediately of any movement by their franchisers which will assist dealers.''

Dealers customarily have substantially more than 15–30 days' supply of new cars in inventory at any given time. Sixty to ninety days' supply is more typical. A dealer that unilaterally reduced its inventory by a substantial amount would risk losing sales to other dealers that maintain greater selection of cars. If dealers collectively reduced inventories, however, they could lower their inventory costs without losing sales to competing dealers. Such an action would adversely affect manufacturers, which would see a dramatic reduction in orders.

On October 23, 1989, the NADA president wrote a letter to Oregon dealers in which he called the Open Letter the NADA's ''first response'' to manufacturers who made little or no compromise with the NADA. The Open Letter was unanimously endorsed by the NADA's Executive Committee and board of directors and published in the October 30, 1989 issue of Automotive News as a two page advertisement. It was also published in the NADA's official publication, Automotive Executive, and sent to numerous representatives of the media and major automobile manufacturers.

At the NADA's 1990 Annual Convention, the NADA president claimed that the had been unable to obtain any concessions from manufacturers until after the Open Letter was published and dealers responded by cutting their new car orders. He further observed that: ''Twenty-five thousand dealerships—doing anything more or less together—is bound to come to the attention of our suppliers.''

The Complaint alleges that the Open Letter reflected an agreement by the NADA to reduce and maintain inventory levels equal to 15–30 day's supply unless and until automobile manufacturers adopted policies more favorable to dealers. An agreement by a trade association to recommend that all dealers maintain a particular inventory level is a *per se* violation of section 1 of the Sherman Act. An agreement by a trade association to boycott a supplier by encouraging its members to withhold or reduce orders is also a *per se* violation of the Sherman Act.

2. Agreement Concerning Advertising

Invoice advertising is advertising that reveals the dealer's invoice or cost to purchase a vehicle, or offers to sell the vehicle to the public at price based upon the dealer's invoice or cost to purchase the vehicle. The Complaint alleges that the NADA has frequently expressed its opposition to invoice advertising, at least in part because it believes that such advertising leads to

lower retail selling prices for new vehicles.

On several occasions between 1989 and 1994, an officer of the NADA contacted automobile manufacturers to complain about dealers who had engaged in invoice advertising. The NADA officer also complained directly to the dealers in question about the advertisements. He used NADA letterhead and referred to his position with the NADA in a manner that suggested that the was acting on behalf of NADA in communicating his complaints and seeking agreement from the dealers. In some instances, the NADA officer obtained the dealers' agreement not to engage in further invoice advertising. Such an agreement by a trade association or its members not to engage in certain types of advertising is a *per se* violation of the antitrust laws.

3. Agreement To Boycott Brokers

Automobile brokers generally buy new vehicles from franchised dealers at discounted prices and resell the vehicles directly to the public in competition with franchised dealers. On numerous occasions, the NADA has expressed its dissatisfaction with competition by brokers. In 1994 a task force appointed by the NADA's Board of Directors issued a report urging dealers to boycott automobile brokers. The report recommended that dealers ''Refuse to do business with brokers or buying services. They inevitably do harm to new vehicle gross margin potential.'' Although the NADA eventually revised the report to eliminate that recommendation, the original version of the report was first disseminated to over 200 dealer representatives and other individuals active in the automobile industry. An agreement by a trade association or its members not to do business with other competitors or customers for purposes of restricting price competition is a *per se* violation of the Sherman Act.

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. Section III of the proposed Final Judgment provides that it shall apply to the NADA and each of its officers, directors, agents, employees, committee and task force members, and successors, and any organization that acquires or merges with the NADA.

Section IV of the Proposed Final Judgment contains five categories of prohibited conduct. Section IV(A) contains a general prohibition against any agreements by the NADA with dealers to fix, stabilize or maintain prices at which motor vehicles may be sold or offered in the United States to any consumer. Sections IV (B)–(E) address the specific activities of the NADA and its officers and directors that were the source of the antitrust violations.

Section IV(B) of the Proposed Final Judgment prohibits the NADA from urging, encouraging, advocating, or suggesting that dealers adopt specific margins, specific discounts, or specific policies relating to the advertising of prices or dealer costs of motor vehicles. Similarly, Section IV(C) prohibits the NADA from discouraging dealers from adopting specific pricing systems or specific policies relating to the advertising of prices or dealer costs of motor vehicles. Sections IV (B) and (C) prohibit the NADA from urging or encouraging members to make uniform or collective decisions with respect to key areas in which they compete, such as prices or advertisements.

Section IV(D) prohibits the NADA from urging dealers to refuse to do business with particular types of persons, to reduce their business with particular types of persons, or to do business with particular persons only on specified terms. This provision is intended to prohibit the NADA from using the threat of a group boycott to attempt to pressure manufacturers into changing policies. It will also bar the NADA from urging dealers to reduce or eliminate the amount of business they do with particular types of buyers, such as brokers. Finally, Section IV(E) prohibits the NADA from terminating the membership of any dealer for reasons relating to that dealer's pricing or advertising of prices or dealer costs.

Section V of the Proposed Final Judgment contains certain limiting provisions that clarify the scope of the prohibitions in Section IV. Section V identifies specific NADA activities that are unlikely to restrict competition and are not prohibited by the decree. Specifically, Section V(A) provides that the NADA may (1) continue to disseminate specific valuation information in the N.A.D.A. Official Used Car Guide; (2) engage in collective action to procure government action, such as lobbying activities, when those actions are immune from antitrust challenge under the Noerr-Pennington doctrine; (3) present the views, opinions, or concerns of its members on topics to manufacturers, dealers, consumers, or other interested parties, provided that such activities do not violate any provision contained in Part IV; (4) conduct surveys, and gather and disseminate information, in accordance with *Maple Flooring Mfrs. Ass'n* v. *United States*, 268 U.S. 563 (1925) and its progeny; (5) participate in bona fide dispute resolution activities involving the parties to specific transactions; and (6) disseminate information about laws and government regulations that affect dealers, and encourage dealers to comply with those laws. Section V(B) clarifies that nothing in the proposed Final Judgment limits individual dealers' rights to act independently.

Section VI of the Proposed Final Judgment requires the NADA to publish a notice describing the Final Judgment in Automotive Executive, the NADA's automobile industry trade publication, within 60 days after this proposed Final Judgment is entered, and to send a copy of the notice to each dealer who becomes a member of the NADA during the ten-year life of this Final Judgment.

Secitons VII and VIII require the NADA to set up an antitrust compliance program to ensure that the NADA's members are aware of and comply with the limitations in the proposed Final Judgment and antitrust laws. They require the NADA to designate an antitrust compliance officer and to furnish a copy of the Final Judgment, together with a written explanation of its terms, to each of its officers, directors, non-clerical employees, and members of committees and task forces that address issues related to the purchase and sale of automobiles. The NADA is also required to review the final draft of each speech and policy statement by each officer, director, employee, and committee and task force member, as well as the content of each letter, memorandum and report written by or on behalf of each director in his capacity as NADA director, in order to ensure adherence to the Final Judgment.

Section IX of the Proposed Final Judgment provides that, upon request of the Department of Justice, the NADA 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 NADA.

The Government believes that the proposed Final Judgment is fully adequate to prevent the continuation or recurrence of the violations 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 attorneys fees. Entry of the proposed Final Judgment will neither impair nor assist the bringing of any private antitrust damage action. Under the provisions of Section 5(a) of the Clayton Act, 15 U.S.C. 16(a), the 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 60 days preceding the effective date of the proposed Final Judgment within which any person may submit to the United States written comments regarding the proposed Final Judgment. Any person who wants to comment should do so 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: Mary Jean Moltenbrey, Chief, Civil Task Force II, U.S. Department of Justice, Antitrust Division, 315 7th Street, NW., Room 300, Washington, DC. 20530.

Under Section X of the proposed Final Judgment, the Court will retain jurisdiction over this matter for the purpose of enabling either of the parties to apply to the Court for such further orders or directions as may be necessary 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: September 20, 1995.

Respectfully submitted,

Mary Jean Moltenbrey,

Chief.

Robert J. Zastrow,

Assistant Chief.

Minaksi Bhatt,

Susan L. Edelheit,

D.C. Bar #250720.

Theodore R. Bolema,

Attorneys, Civil Task Force II Antitrust Division, U.S. Department of Justice, 325 7th Street, NW., Room 300, Washington, DC. 20530.

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BILLING CODE 4410–01–M

DEPARTMENT OF LABOR

Office of the Secretary

Certification Records for Tests, Inspections, Maintenance Checks and Training

AGENCY: Office of the Secretary, Labor.

SUMMARY: The Director, Office of Information Resources Management Policy, invites comments on the following proposed expedited review information collection request as required by the Paperwork Reduction Act of 1980, as amended.

DATES: This expedited review is being requested in accordance with the Act, since allowing for the normal review period would adversely affect the public interest. Approval by the Office of Management and Budget (OMB) has been requested by September 29, 1995.

ADDRESSES: Written comments should be addressed to the Office of Management and Budget (OMB), Office of Information and Regulatory Affairs, Attention: Dan Chenok, Desk Officer, 725 17th St., NW., Room 10235, New Executive Office Building, Washington, DC 20503. Requests for copies of the proposed information collection request should be addressed to Theresa M. O'Malley, Department of Labor, 200 Constitution Ave., NW Room N–1301, Washington, DC 20210.

FOR FURTHER INFORMATION CONTACT: Theresa M. O'Malley, (202) 219–5095. Individuals who use a telecommunications device for the deaf (TTY/TDY) may call (202) 219–4720 between 1:00 p.m. and 4:00 p.m. Eastern time, Monday through Friday.

SUPPLEMENTARY INFORMATION: Section 3517 of the Paperwork Reduction Act of 1980 (44 U.S.C. Chapter 3517) requires that the Director of OMB provide interested persons an early opportunity to comment on information collection requests. OMB may amend or waive the requirement for public consultation to the extent that public participation in the approval process would defeat the purpose of the information collection, violate State or Federal law, or substantially interfere with the agency's ability to perform its statutory obligations.

The Director, Office of Information Resources Management Policy, publishes this notice simultaneously with the submission of this request to OMB. This notice contains the following information:

Type of Review: Expedited Review
Title: Certification Records For Tests, Inspections, Maintenance Checks and Training
Frequency of Response: Varies
Affected Public: Business or other for-profit; Federal Government; State Government
Number of Respondents: 6 Million
Estimated Time per Response: Five minutes to two hours
Total Annual Burden Hours: 8.7 million
Respondents Obligation to Reply:
Description: There are 33 provisions in OSHA's safety standards (Parts 1910, 1915, and 1926) that require employers to conduct tests, inspections, maintenance checks or training, and to prepare a certification record which indicates the date of the test, inspection, maintenance check or training was done and what was inspected, etc. The record must be signed and kept on file.

Signed at Washington, D.C., this 26th day of September 1995.

Theresa M. O'Malley,

Acting Departmental Clearance Officer.

[FR Doc. 95–24399 Filed 9–29–95; 8:45 am]

BILLING CODE 4510–26–M