fourth-party defendants proposed for addition to the Consent Decree.

A Consent Decree was lodged with the United States District Court for the Middle District of Pennsylvania for public comment on April 5, 1996. 61 FR 18411 (April 25, 1996). The proposed Decree, entered into under Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), resolves the liability of parties determined by EPA to be ''de micromis'', which for purposes of this Site means that they contributed less than 1800 cubic yards of municipal solid waste, and within such amount, less than 55 gallons or 100 pound of materials contain hazardous substances. With the April 5th lodging, the United States solicited pubic comment upon the proposed Decree's resolution of 95 third and fourth-party Defendants' liability for response costs incurred and to be incurred at the Site. The defendants will pay $1 each. With today's notice, the United States seeks comment on its addition of 73 more parties to this Decree.

The Department of Justice will accept written comments relating to the proposed addition of parties to the Consent Decree for thirty (30) days from the date of publication of this notice. Please address comments to the Assistant Attorney General, Environment and Natural Resources Division, Department of Justice, P.O. Box 7611, Ben Franklin Station, Washington, D.C. 20044 and refer to *UnitedStates* v. *Keystone Sanitation Company, Inc. et al.,* DOJ No. 90–11–2–656A.

Copies of the proposed Consent Decree may be examined at the Office of the United States Attorney, Middle District of Pennsylvania, Federal Building and Courthouse, 228 Walnut Street, Room 217, Harrisburg, Pennsylvania, 17108; Region III Office of the Environmental Protection Agency, 841 Chestnut Building, Philadelphia, Pennsylvania 19107; and at the Consent Decree Library, 1120 G Street, N.W., 4th Floor, Washington, D.C. 20005 (202) 624–0892. A copy of the proposed Decree may be obtained in person or by mail from the Consent Decree Library, 1120 G Street, N.W., 4th Floor, Washington, D.C. 20005. When requesting a coy of the proposed Consent Decree, please enclose a check in the amount of $1.75 (twenty-five cents per page reproduction costs) payable to the ''Consent Decree Library.''

In addition, copies of the Decree, as well as the record supporting EPA's eligibility determinations regarding the present 73 defendants proposed for addition to the Decree, as well as for the first 95 settlors, are available at the following record repositories established by EPA near the Site pursuant to Section 117(d) of CERCLA, 42 U.S.C. 9617(d):

U.S. EPA, Region III (address above), Contact: Anna Butch, 215–597–3037

Hanover Public Library, 301 Carlisle St. Hanover PA 17331, Contact: Priscilla McFarrin, 717–632–5183

St. Mary's Church of Christ, 1441 East Mayberry Road Westminster MD 21157, Contact: Jeanne Bechtel, 301–346–7977

The Decree and record are also available at Filias & McLucas, 4309 Linglestown Road, Harrisburg, PA 17112, the repository created to house documents produced during discovery in the present litigation. Persons wishing to view documents at Filias & McLucas should call 717–845–6418 to arrange an appointment.

Joel M. Gross,

Chief, Environmental Enforcement Section, Environment and Natural Resources Division, U.S. Department of Justice.

[FR Doc. 96–12981 Filed 5–22–96; 8:45 am]

BILLING CODE 4410–01–M

Antitrust Division

Notice Pursuant to the National Cooperative Research and Production Act of 1993 Fastcast Consortium

Notice is hereby given that, on April 15, 1996, pursuant to § 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* (''the Act''), the Fastcast Consortium (''Fastcast'') has filed written notifications simultaneously with the Attorney General and the Federal Trade Commission disclosing (1) the identities of the parties and (2) the nature and objectives of the venture. The notifications were filed for the purpose of invoking the Act's provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Pursuant to § 6(b) of the Act, the identities of the parties are: Accelerated Technologies, Inc., Austin, TX; Compression Engineering, Indianapolis, IN; DTM Corporation, Austin, TX; The Goodyear Tire & Rubber Company, Akron, OH; Komtek, Worcester, MA; Kovatch Castings, Inc., Uniontown, OH; Laser Fare Advanced Technology Group, Narragansett, RI; Laserform, Inc., Auburn Hills, MS; Manufacturing Sciences Corporation, Oak Ridge, TN; Osteonics Corporation, Allendale, NJ; Plynetics Corporation, San Leandro, CA; Solidform, Inc., Fort Worth, TX; TexCast, Inc., Inc., Houston, TX; 3D Systems Corporation, Valencia CA; Truecast Precision Castings, Inc., Louisville, KY; and Walworth Foundaries, Inc., Darien, WI.

Fastcast's area of planned activity is research and development for the purpose of advancing the state of the art of investment casting in the United States.

Constance K. Robinson,

Director of Operations, Antitrust Division.

[FR Doc. 96–12982 Filed 5–22–96; 8:45 am]

BILLING CODE 4410–01–M

[Civil Action No. 95–1804 (HHG), D.D.C.]

United States v. National Automobile Dealers Association; Public Comments and Response on Proposed Final Judgment

Pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16 (b)–(h), the United States publishes below the comments received on the proposed Final Judgment in *United States* v. *National Automobile Dealers Association,* Civil Action 95–1804 (HHG), United States District Court for the District of Columbia, together with the response of the United States to the comments.

Copies of the response and the public comments are available on request for inspection and copying in Room 200 of the U.S. Department of Justice, Antitrust Division, 325 7th Street, NW., Washington, DC 20530, and for inspection at the Office of the Clerk of the United States District Court for the District of Columbia, United States Courthouse, Third Street and Constitution Avenue, NW., Washington, DC 20001.

Rebecca P. Dick,

Deputy Director of Operations, Antitrust Division.

In the United States District Court for the District of Columbia

United States of America, Plaintiff, v. National Automobile Dealers Association, Defendant.

[Civil Action No. 95–1804 (HHG)]

United States' Response to Public Comments

Pursuant to Section 2(d) of the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(d) (the ''APPA'' or ''Tunney Act''), the United States responds to public comments on the proposed Final Judgment submitted for entry in this civil antitrust proceeding.

This action began on September 20, 1995, when the United States filed a Complaint charging that the National Automobile Dealers Association

(''NADA'') had 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. The first count of the Complaint alleges that the NADA agreed to orchestrate a group boycott of automobile manufacturers to coerce the manufacturers to decrease the discounts offered to large volume buyers and to eliminate consumer rebates.

The second count of the Complaint alleges that the NADA agreed to urge its dealer members to maintain new vehicle inventories at levels equal to 15–30 days' supply. The third count of the Complaint alleges that the NADA solicited and obtained agreements from member dealers not to engage in advertising that revealed the dealers' invoice cost, or cost of buying the vehicle from the manufacturer. Finally, the fourth count of the Complaint alleges that the NADA agreed to urge its members not to do business with automobile brokers.

The Complaint seeks injunctive 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.

Simultaneous with the filing of the Complaint, the United States filed a proposed Final Judgment, a Competitive Impact Statement (''CIS''), and a stipulation signed by the NADA for entry of the decree. The proposed Final Judgment 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. The proposed Final Judgment also prohibits the NADA from urging, encouraging, advocating or suggesting that dealers adopt specific prices, specific margins, specific discounts or specific policies relating to the advertising of prices or dealer costs of motor vehicles. Similarly, the decree prohibits the NADA from discouraging dealers from adopting specific pricing systems or specific policies relating to the advertising of prices or dealer cost of motor vehicles. The proposed decree further prohibits the NADA from urging dealers to reduce their business with particular types of persons or to do business with particular persons only on specific terms. It will also prohibit the NADA from terminating the membership of any dealer for reasons relating to that dealer's pricing or advertising of prices or dealer costs.

As required by the Antitrust Procedures and Penalties Act, the NADA filed with this Court on October 11, 1995 a description of written and oral communications on their behalf pursuant to the reporting requirements of Section 16(g) of the APPA. A summary of the terms of the proposed Final Judgment and CIS, and directions for the submission of written comments relating to the proposed decree, were published in the Washington Post for eight days over a period beginning September 30, 1995. The proposed Final Judgment and CIS were published in the Federal Register on October 2, 1995. 60 Fed. Reg. 51,491.

The 60-day period for public comments commenced October 2, 1995 and expired on December 5, 1995. The United States received one comment on the proposed Final Judgment, a letter from Mr. Harold E. Kohn, Esquire, representing Potamkin Auto Center, Ltd. As required by 15 U.S.C. 16(b), this comment is being filed with this response. (Exhibit A). The United States sent Mr. Kohn a letter individually responding to his inquiry. That correspondence is also being filed with this response. (Exhibit B).

In his comment, Mr. Kohn proposed that the notification that the NADA is required to provide its members include an additional statement that group activities by competitors designed to restrict price competition are illegal, even when those activities are not sanctioned by the trade association. He also raised concerns about a policy recently adopted by an automobile manufacturer prohibiting its dealers from selling automobiles to third-party resellers. Finally, Mr. Kohn requested an opportunity to be heard before this Court before the final decree is entered.

The Department has carefully considered Mr. Kohn's comment. Nothing in this comment has altered the United States' conclusion that the proposed Final Judgment is in the public interest. The decree is fully adequate to prevent continuation or recurrence of the violations on the part of the NADA that were alleged in the complaint. Because the complaint does not address the activities of dealers acting independently of the NADA and they are not defendants, it would be inappropriate to impose on them the additional notification provisions suggested by Mr. Kohn. Mr. Kohn's concerns regarding conduct by an automobile manufacturer and its dealers also involve entities that are not parties to this case and activities beyond the scope of the conduct alleged in the complaint. The main issue before the Court in this Tunney Act proceeding is whether the remedies provided in the proposed Final Judgment are ''so inconsonant with the allegations charged as to fall outside of the 'reaches of the public interest.' '' *United States* v. *Microsoft Corp.*, 56 F.3d 1448, 1461 (D.C. Cir. 1995). Nothing submitted by Mr. Kohn suggests that the proposed Final Judgment does not satisfy this standard. Accordingly, the Department urges the Court to enter the proposed Final Judgment without further proceedings.

Dated: May 8, 1996.

Respectfully submitted,

Robert J. Zastrow,

Assistant Chief, Civil Task Force, Antitrust Division, U.S. Department of Justice, 325 7th Street, N.W., Room 300, Washington, D.C. 20530.

Certificate of Service

I hereby certify that I cause a copy of the foregoing to be mailed, first class, postage prepaid, this 8th day of May, 1996, to:

Glenn A. Mitchell, Esq., Stein, Mitchell & Mezines, 1100 Connecticut Avenue, N.W., Washington, D.C. 20036

Arthur Herold, Webster, Chamberlin & Bean, 1747 Pennsylvania Avenue, N.W., Washington, D.C. 20006

Robert J. Zastrow.

December 1, 1995.

Mary Jean Moltenbrey, *Chief, Civil Task Force II, U.S. Department of Justice, Antitrust Division, 325 7th Street, N.W., Room 300, Washington, D.C. 20004*

Re: *United States of America v. National Automobile Dealers Association,* Civil Action No. 1:95CV01804

Dear Ms. Moltenbrey: Potamkin Auto Center, Ltd. submits this Comment to address the Proposed Final Judgment (''PFJ'') between the United States of America (the ''Government'') and the National Automobile Dealers Association (''NADA'') in the above-reference civil action. This Comment focuses upon provisions of the PFJ directed toward eliminating the practice of boycotting of automobile brokers by dealers, or by manufacturers at dealers' urging.

Potamkin Auto Center, Ltd. (''Potamkin'') owns and operates auto centers in Westbury, Brooklyn, Manhattan and Nanuet, New York. The auto centers compete with franchised dealerships for sales and leases of new automobiles by purchasing multiple brands of new automobiles from franchised dealers at discounted prices and then selling directly to the public at highly competitive prices. As such, Potamkin may be considered an ''automobile broker'' as that term is used in the Complaint and Competitive Impact Statement filed with the PFJ in this case.

EXHIBIT A—Civil Action No. 95–1804

The NADA's published encouragement to its dealer-members to ''[r]efuse to do business with brokers or buying services'' was intended to eliminate price competition by automobile brokers. Potamkin therefore supports the provisions of the PFJ that enjoin the NADA from advocating that dealers ''refuse to do business with particular persons or types of persons.'' PFJ at ¶ IV.D.

Potamkin believes that the NADA's advocacy of group boycott activity has had and continues to have substantial anti-competitive effects on the market for sales and leasing of new automobiles, resulting in higher prices for consumers.

For example, on November 1, 1995, American Honda Motors Co., Inc., having ''been made aware that some Authorized Honda Dealers are transferring Honda vehicles to intermediaries which retail or lease the vehicles,'' implemented a policy that prohibits all Honda dealers in the United States from transferring new automobiles to certain third party resellers or leasing companies who operate showrooms for and/or advertise the sale or leases of new Honda automobiles. A copy of Honda's July 24, 1995 announcement and policy statement is attached hereto as ''Exhibit A.'' Potamkin believes that this policy represents Honda's joinder in the dealers' agreement to eliminate price competition from automobile brokers.

As the Government states in the Competitive Impact Statement: 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.

Competitive Impact Statement at 7

Potamkin urges that this statement (or a similarly worded statement) should be included in the written notification that NADA must publish and send to its dealer-members. These dealer-members should be informed clearly that group activities by competitors designed to restrict price competition are illegal, whether or not such group activities are officially sanctioned by the trade association.

Potamkin respectfully requests an opportunity to appear before the Court and be heard on this issue, and to present additional evidence of concerted anti-competitive activities by automobile dealers and manufacturers.

Potamkin also requests that the Antitrust Division expand its investigation to include practices such as those in which Honda has engaged.

Respectfully submitted,

Harold E. Kohn,

KOHN, SWIFT & GRAF, P.C., 1101 Market Street, Suite 2400, Philadelphia, PA 19107–2924, (215) 238–1700.

Attorneys for Potamkin Auto Center, Ltd.

Via Certified Mail Return Receipt Requested

To: All Honda Automobile Dealers
Date: July 24, 1986
Subject: AHM'S Wholesaling Policy

Enclosed is a copy of the Wholesaling Policy (the ''Policy''). Beginning November 1, 1995, the Honda Division of American Honda Motor Co., Inc., (''AHM'') will enforce the Policy in order to ensure that each Honda dealer complies with AHM's Honda Automobile Dealer Sales and Service Agreement (the ''Dealer Agreement''). Although advance notification is hereby provided AHM's position is that applicable law does not require any advance notice prior to the adoption, implementation and enforcement of the Policy.

While AHM's position is that the Policy is not a modification of your Dealer Agreement and that AHM is not required to file the Policy with State agencies, we have, in an abundance of caution and to the extent such filing may be deemed to be required, also filed a copy of the Policy with any appropriate State agencies. If the Policy is deemed to be a modification to your Dealer Agreement, you may believe you have certain rights, under applicable state law to contest the Policy. To the extent required, you are hereby notified of the existence of such potential rights.

All questions pertaining to this letter and the Policy should be addressed to AHM's Wholesale Policy Administrator which position is currently held by Richard Szamborski, Assistant Vice President Market Operations, Honda Division.

Please acknowledge receipt of this letter and the Policy of signing and dating the attached Dealer Acknowledgment and returning the Dealer Acknowledgment to your Zone Sales Office within ten days of the date of this letter.

Very truly yours,

Richard Coiliver,

Senior Vice President, Auto Sales.

Attachments

To: All Honda Automobile Dealers in the United States.
Date: July 24, 1996.
Subject: AHM's Wholesaling Policy.

The Honda Division of American Honda Motor Co., Inc. (''AHM'') has been made aware that some Authorized Honda Dealers are transferring Honda vehicles to intermediaries which retail or lease the vehicles. AHM believes that such wholesaling is inconsistent with AHM's Automobile Dealer Sales and Service Agreement (the ''Dealer Agreement''), which limits Authorized Honda Dealers to retail sales and retail leases from the Authorized Honda Dealers' premises and prohibits the creation of additional dealership locations. AHM also believes that transfers to intermediaries are detrimental to the best interests of AHM's success in the market, impair the ability of AHM to provide the highest level of customer satisfaction, create situations that tarnish the reputation of Honda and Honda's Authorized Dealers for quality automobiles and service and lead to lost sales.

Accordingly, Honda adopts the following policy with respect to transfers of Honda Automobiles by Authorized Honda Dealers to intermediaries.

1. Definitions

1.1 As used herein, ''Wholesaling'' and ''Wholesale Sales'' shall mean the sale or lease and delivery of new Honda Automobiles to persons other than (1) the ultimate end user of such vehicles, or (2) leasing companies that do not operate unauthorized dealerships (as described more fully below), or (3) another Authorized Honda Dealer (Transfers of Honda Automobiles between and among Authorized Honda Dealers are permitted as long as AHM is timely notified of each transfer *and* such transfer is consistent with both Authorized Honda Dealers' obligations to provide appropriate market representation and accurate reporting to AHM. For allocation purposes any such transfer will be attributed to the Authorized Honda Dealer who makes the sale or leases to the ultimate end user). By way of example, Wholesaling shall include:

(a) *Transfer to third-party resellers who sell or lease that new Honda Automobiles to end user as new vehicles.*

(b) *Trnasfers to third-party leasing companies that operate (1) showrooms and/or (2) otherwise engage in sales lease or service activities typically done by Authorized Honda Dealers.*

Included in this classification would be, by way of example, third-party leasing companies that display new Honda Automobiles on their premises or hold new Honda Automobiles in stock, advertise for sale or lease new Honda Automobiles from their premises, or accessorize new Honda Automobiles for sale or lease to end users.

(c) By way of example, Wholesaling does NOT include (1) Transfers to third-parties who are and users and are NOT resellers or lessons of new vehicles, (2) Transfer of used vehicles to any party for any purpose, (3) Transfers to leasing companies that do NOT operate showrooms or otherwise engage in sales, advertising and/or service activities typically done by Authorized Honda Dealers. The sole function of such leasing companies is to lease cars to end users who do not wish to lease directly from an Authorized Honda Dealer. Such companies do NOT display new Honda Automobiles on their premises, do NOT hold new Honda Automobiles in stock, do NOT advertise for sale or lease new Honda Automobiles from their premise and do NOT accessorize new Honda Automobiles. Instead, such leasing companies are approached by an end user seeking to lease a specific, full-equipped new Honda Automobile, acquire such a new Honda Automobile from an Authorized Honda Dealer and lease said new Honda Automobile to such end user, and/or (4) Transfers of title to financial institutions in cases in which delivery of the Honda Automobile is made by the Authorized Honda Dealer directly to the ultimate end user and the transfer of title to the financial institution is scary for the purpose of financing sale or lease of the Honda Automobile.

1.2 As used Herein, ''Honda Automobiles'' is used as defined in Sections 12 B of the Dealer Agreement.

1.3 As used Herein, ''Policy'' refers to the Wholesaling Policy.

2. Restriction on Wholesaling

Effective November 1, 1995, AHM will strictly enforce the Dealer Agreement and require that Authorized Honda Dealers not engage in Wholesaling of Honda Automobiles.

3. Enforcement of Wholesaling Policy

3.1 *Submission of Reports.*

Pursuant to Section 7.3 of the Dealer Agreement, the Authorized Honda Dealer shall submit to AHM reports on a daily basis, which include the following information:

(a) The Vehicle Identification Number of each Honda Automobile transferred, sold or leased by the Authorized Honda Dealer.

(b) The name and address of the person (whether an individual or business) who has purchased or leased each such Honda Automobile (by Vehicle Identification Number) in accordance with AHM's reporting requirements in place at the time of the sale or lease.

(c) The calendar date of delivery to the transfers, purchaser or leaser of each such Honda Automobile, and

(d) Upon reasonable notice to the Authorized Honda Dealer such additional information may be required by AHM.

Refusal by the Authorized Honda Dealer to submit such reports constitutes breach of the Dealer Agreement. In case of such refusal, addition to the remedy set forth herein, AHM reserves the right to exercise all remedies permitted by Honda Dealer Agreement for a material breach thereof.

3.2 Audit of Authorized Honda Dealers.

Pursuant to Section 7.4 of the Dealer Agreement, AHM will conduct periodic audits of its Authorized Honda Dealers to verify the accuracy of reports submitted AHM pursuant to Section 3.1 hereof. Audits will be initiated on either of the following basis:

(a) AHM, in its sole discretion may conduct random audits of Authorized Honda Dealer, no more frequently than once every month,

(b) If AHM receives information from which it reasonably believes that an Authorized Honda Dealer is engaged in Wholesaling. AHM will audit the Authorized Honda Dealer's records to determine whether such information is correct.

Refusal by an Authorized Honda Dealer to permit AHM to conduct the audits described herein constitutes a breach of the Dealer Agreement. In case of such refusal, in addition to the remedies set forth herein, AHM reserves the right to exercise all remedies permitted by the Dealer Agreement for a material breach thereof.

3.3 *Preliminary Finding of a Wholesaling Violation.*

AHM shall issue to the Authorized Honda Dealer a preliminary finding of a violation of this Policy when one or more of the following events occurs:

(a) The Authorized Honda Dealer makes either an oral or written refusal to submit the reports described in Section 3.1 hereof,

(b) After written request from AHM, the Authorized Honda Dealer neglects to submit the reports described in Section 3.1 hereof.

(c) The Authorized Honda Dealer refuses to submit to the audit describe in Section 3.2 thereof.

(d) Upon audit by AHM pursuant to Section 3.2 hereof, it is determined that reports submitted by the Authorized Honda Dealer to AHM are substantially inaccurate in that the Authorized Honda Dealer has inaccurately identified (by Vehicle Identification Number) the person (whether an individual or business) who has purchased or leased one or more Honda Automobiles from said Authorized Honda Dealer.

(e) Upon audit by AHM pursuant to Section 3.2 hereof, AHM has reason to believe that the Authorized Dealer has engaged in Wholesaling, or

(f) Upon other reliable evidence (which evidence will be described to the Authorized Honda Dealer, AHM has reason to believe that the Authorized Honda Dealer has engaged in Wholesaling.

AHM will notify the Authorized Honda Dealer in writing of any preliminary finding of a Wholesaling violation. Such notice will include a brief description of the basis for the preliminary finding.

3.4 *The Authorized Honda Dealer Response to Preliminary Finding Final Finding.*

The Authorized Honda Dealer will have fourteen (14) days from notification of any such preliminary finding to contest AHM's finding in writing by submission of sales data and/or other information that disproves said finding. Should the Authorized Honda Dealer fail to contest such finding within (14) days or should, AHM find that the Authorized Honda Dealers submission does not disprove such finding, then AHM will issue a final finding detailing the Authorized Honda Dealer's violation of this Policy.

4. AHM's Remedies in the Event of a Violation

In the event of a final finding by AHM that the Authorized Honda Dealer has violated the Policy.

4.1 For purposes of allocating vehicles, AHM will adjust the Authorized Honda Dealer's sales history to exclude retail sales credit earned on transfers found to violate the Policy.

4.2 AHM will charge-back all incentives paid by AHM related to translate of Honda Automobiles to violate the Policy; and

4.3 AHM will reduce marketing allowances available to the Automobile Honda Dealer pursuant to the current AHM marketing programs and proportionate to the number of Honda Automobiles which have been found to violate the Policy and/or charge-back all Dealer Marketing Allowance amounts (or similar payments) paid by AHM related to transfer of such Honda Automobiles.

4.4 Should AHM issue a second final finding of a violation of the Policy, then, in addition to the steps state above, AHM will,

(a) Not consider that Authorized Honda Dealer eligible for additional Honda Automobiles in excess of the standard allocation for one (1) year thereafter; and

(b) Not consider that Authorized Honda Dealer for any additional AHM dealership location(s) for five (5) years thereafter.

In the event that AHM issues more than two final findings of violations of the Policy against an Authorized Honda Dealer, then the remedies so forth in (a) and (b) of this subparagraph shall be made permanent.

4.5 Notwithstanding the above, AHM consider *any* Wholesaling to be inconsistent with the Dealer Agreement and AHM reserves its rights to take appropriate action to prevent such Wholesaling. Moreover, AHM will hold the Authorized Honda Dealer liable for any expenses or losses that AHM may incur as a result of any Wholesaling by that Authorized Honda Dealer, including, without limitation, expenses or losses resulting from (a) AHM's inability to notify customers of product recalls or other service information and product liability claims resulting therefrom and (b) consumer claims including claims in connection with intermediaries installing non-Honda equipment, providing inadequate service, or making misrepresentations.

May 8, 1996.

Harold E. Kohn, *Esquire, Kohn, Swift & Graf, P.C., 1101 Market Street, Suite 2400, Philadelphia, PA 19107–2924*

Dear Mr. Kohn: This responds to your letter of December 1, 1995, on behalf of your client, Potamkin Auto Center, Ltd. (''Potamkin''), concerning the proposed consent decree between the Department of Justice and the National Automobile Dealers Association (''NADA''). The proposed decree settles a civil antitrust suit in which the Department alleged that the NADA, through its officers and directors, conspired to lessen competition in the retail automobile industry.

Your letter addresses the notification that NADA must publish and send to its members to inform them of the decree's requirements. You ask that it include an additional statement that group activities by competitors designed to restrict price competition are illegal, whether or not such group activities are officially sanctioned by the trade association.

We have carefully considered your comment and have determined that the decree, along with its notification provisions, is fully adequate to prevent continuation or recurrence of the violations alleged in the complaint. The complaint alleged that the NADA engaged in conduct intended to limit price competition in the retail automobile sales industry. Accordingly, the prohibitions of the decree apply to the NADA, its officers, directors, employees and other persons acting on its behalf. Because the decree does not apply to the activities of dealers acting independently of the NADA, we have concluded that additional provisions directed at such actions would not be appropriate.

Your letter also raises concerns about a recent policy implemented by American Honda Motors Co., Inc. (''Honda'') that prohibits all Honda dealers in the United States from transferring new automobiles to certain third party resellers, a group that would include Potamkin. You ask that the Antitrust Division expand its investigation to include these and other related practices.

Your letter states that Honda's policy represents Honda's joinder in a dealers' agreement to eliminate price competition from automobile brokers. Based on the evidence available at the time the complaint was filed, the Department did not initiate a suit against any automobile manufacturer, and did not allege that any automobile manufacturer had entered into agreements with the NADA or automobile dealers. You do not provide evidence that the dealers had such an agreement or that Honda's action was part of such a conspiracy. Moreover, unilateral action on Honda's part, unless it constitutes monopolization or attempted monopolization, is not prohibited by the antitrust laws. If you have additional

information about Honda or other manufacturers, the Department would of course consider it.

Finally, you request the opportunity to appear before the Court to be heard regarding the decree's notification provisions and to present additional evidence of concerted activities by automobile dealers and manufacturers. Under Section 2 of the Antitrust Procedures and Penalties Act (the ''Tunney Act''), 15 U.S.C. § 16(b), which governs proposed final judgments such as this one, the Court may hold a hearing in order to make its determination as to whether the proposed decree is in the public interest, but is not required to do so. As discussed above, we believe that the decree fully redresses the violations alleged in the complaint and that the addition you propose to the decree's notification provisions would apply to activities not covered by that decree. Moreover, a Tunney Act hearing is an inappropriate forum to consider evidence of alleged concerted conduct that is not addressed in the complaint. *See* U.S. v. Microsoft, 56 F.3d 1448 (D.C. Cir 1995). If you are aware of any such evidence, we encourage you to bring it to our attention. While we do not believe the hearing you request is appropriate, we will provide a copy of your letter, along with this response, to the Court when we file our response to public comments.

I hope this letter responds to your concerns. Thank you for your interest in this matter and in the enforcement of the antitrust laws.

Sincerely yours,

Mary Jean Moltenbrey,

Chief, Civil Task Force.

[FR Doc. 96–12775 Filed 5–22–96; 8:45 am]

BILLING CODE 4410–01–M

Drug Enforcement Administration

Manufacturer of Controlled Substances; Notice of Registration

By Notice dated February 2, 1996, and published in the Federal Register on February 13, 1996, (61 FR 5570), Ansys Inc., 2 Goodyear, Irvine, California 92718, made application to the Drug Enforcement Administration (DEA) to be registered as a bulk manufacturer of the basic classes of controlled substances listed below:

Drug	Schedule
Cathinone (1235)	I
Methcathinone (1237)	I
Heroin (9200)	I
Phencyclidine (7471)	II
1-Piperidinocyclohexanecarbonitrile (8603).	II
Levorphanol (9220)	II

No comments or objections have been received. DEA has considered the factors in 21 U.S.C. 823(a) and determined that the registration of Ansys Inc. to manufacture the listed controlled substances is consistent with the public interest at this time. Therefore, pursuant to 21 U.S.C. 823 and 28 CFR §§ 0.100 and 0.104, the Deputy Assistant Administrator, Office of Diversion Control, hereby orders that the application submitted by the above firm for registration as a bulk manufacturer of the basic classes of controlled substances listed above is granted.

Dated: May 16, 1996.

Gene R. Haislip,

Deputy Assistant Administrator, Office of Diversion Control, Drug Enforcement Administration.

[FR Doc. 96–12971 Filed 5–22–96; 8:45 am]

BILLING CODE 4410–09–M

Importer of Controlled Substances; Notice of Registration

By Notice dated March 27, 1996, and published in the Federal Register on April 4, 1996, (61 FR 15119), Lonza Riverside, 900 River Road, Conshohocken, Pennsylvania 19428, made application to the Drug Enforcement Administration (DEA) to be registered as an importer of phenylacetone (8501), a basic class of controlled substance listed in Schedule II.

No comments or objections have been received. DEA has considered the factors in Title 21, United States Code, Section 823(a) and determined that the registration of Lonza Riverside to import phenylacetone is consistent with the public interest and with United States obligations under international treaties, conventions, or protocols in effect on May 1, 1971, at this time. Therefore, pursuant to Section 1008(a) of the Controlled Substances Import and Export Act and in accordance with Title 21, Code of Federal Regulations, Section 1311.42, the above firm is granted registration as an importer of the basic class of controlled substance listed above.

Dated: May 16, 1996.

Gene R. Haislip,

Deputy Assistant Administrator, Office of Diversion Control, Drug Enforcement Administration.

[FR Doc. 96–12972 Filed 5–22–96; 8:45 am]

BILLING CODE 4410–09–M

[DEA No. 150P]

Controlled Substances: Notice of Proposed 1996 Aggregate Production Quotas

AGENCY: Drug Enforcement Administration, Justice.

ACTION: Notice of proposed revised aggregate production quotas for 1996.

SUMMARY: This notice proposes revised 1996 aggregate production quotas for controlled substances in Schedules I and II, as required under the Controlled Substances Act of 1970.

DATES: Comments or objections should be received on or before June 24, 1996.

ADDRESSES: Send comments or objections to the Administrator, Drug Enforcement Administration, Washington, D.C. 20537, Attn: DEA Federal Register Representative/CCR.

FOR FURTHER INFORMATION CONTACT: Howard McClain, Jr., Chief, Drug & Chemical Evaluation Section, Drug Enforcement Administration, Washington, D.C. 20537, Telephone: (202) 307–7183.

SUPPLEMENTARY INFORMATION: Section 306 of the Controlled Substances Act (CSA) (21 U.S.C. 826) requires that the Attorney General establish aggregate production quotas for all controlled substances listed in Schedules I and II. This responsibility has been delegated to the Administrator of the DEA pursuant to § 0.100 of Title 28 of the Code of Federal Regulations. The Administrator, in turn, has redelegated this function to the Deputy Administrator of the DEA by section 0.104 of Title 28 of the Code of Federal Regulations.

On November 21, 1995, a notice of the 1996 established aggregate production quotas was published in the Federal Register (60 FR 57808). The notice stipulated that the Deputy Administrator of the DEA would adjust the quotas in early 1996 as provided for in Title 21, Code of Federal Regulations, Section 1303.23(c). Subsequently, the DEA revised 1996 aggregate production quotas for amobarbital, heroin and hydromorphone as published in the Federal Register (61 FR 19090 and 61 FR 14336). Those revised figures are included with the proposed 1996 revised aggregate production quotas below. These proposed aggregate production quotas represent those amounts of controlled substances that may be produced in the United States in 1996 and do not include amounts which may be imported for use in industrial processes.

The proposed revisions are based on a review of 1995 year-end inventories, 1995 disposition data submitted by quota applicants, estimates of the medical needs of the United States submitted to the DEA by the Food and Drug Administration and other information available to the DEA.