

Ms. Mary Urbaniak, W3763 Peters Rd., Marinette, WI 54143  
 Mr. Scott Urbaniak, N7261 Shady Ln., Porterfield, WI 54159  
 Mr. William Urbaniak, 817 Madison, Marinette, WI 54143  
 Ms. Rose Vaness, 508 4th Ave., Menominee, MI 49858  
 Mr. Daniel Vanidestine, 828 Miller St., Marinette, WI 54143  
 Mr. Richard Varney, 2807 Hall Ave., Marinette, WI 54143  
 Mr. Edward Vieth, 931 Miller St., Marinette, WI 54143  
 Mr. Kenneth Vieth, 1729 Daggett St., Marinette, WI 54143  
 Mr. Michael Vieth, 2508 17th Ave., Menominee, MI 49858  
 Mr. Stephen Vitkovic, 2207 Thomas, Marinette, WI 54143  
 Mr. Douglas Wagner, N6194 Biehl Rd., Porterfield, WI 54159  
 Mr. Russell Wagner, N5941 Hwy. 180, Marinette, WI 54143  
 Ms. Donna Wahlen, 1035 Currie St., Marinette, WI 54143  
 Mr. Ted Wagner, N6812 Hwy. 180, Marinette, WI 54143  
 Mr. Michael Walker, N2165 Shore Drv., Marinette, WI 54143  
 Mr. Gerald Walters, N5514 Ferndale Rd., Porterfield, WI 54159  
 Ms. Rita Walters, 3325 Pierce Ave., Lot 517, Marinette, WI 54143  
 Mr. Ronald Walters, N3910 Right-of-Way Rd., Peshtigo, WI 54157  
 Mr. Russell Walters, 222 Van Clev Ave., Marinette, WI 54143  
 Mr. William Warren, 451 Pine St., Peshtigo, WI 54157  
 Mr. Kenneth Watz, W6507 38th Ave., Menominee, MI 49858  
 Mr. Luke Weinschrott, 2017 16th Ave., Menominee, MI 49858  
 Mr. Daniel Wesoloski, 1816 14th Ave., Menominee, MI 49858  
 Ms. Mary Westberg, W5553 Powers Rd., Peshtigo, WI 54157  
 Ms. Bonnie Wicklund, 2138 Shore Drv., Marinette, WI 54143  
 Mr. William Wicklund, 2138 Shore Drv., Marinette, WI 54143  
 Mr. Willis Wickman, Box 105, Abrams, WI 54101  
 Mr. Ernest Wiedemeier, N4733 West Townline Rd., Marinette, WI 54143  
 Ms. Darlene Williams, 209 Lake St., Marinette, WI 54143  
 Mr. Brian Wiltzius, W2294 Hwy. 64, Marinette, WI 54143  
 Mr. Stephen Woods, N6621 Hwy. 180, Marinette, WI 54143  
 Mr. Michael Yashinsky, 8255 Yashinsky Rd., Lena, WI 54139  
 Mr. James Zellner, W3425 Hudak Rd., Porterfield, WI 54159  
 Mr. Daniel Zoeller, 529 6th St. Oconto, WI 54153  
 Mr. Steven Zylkowski, 611 Point St., Marinette, WI 54143

The Antitrust Division sent the following response to Ms. Cynthia Adams and to each of the individuals listed above who submitted comments identical or substantially similar to those provided by Ms. Adams:

City Center Building,  
 1401 H Street, NW., Washington, DC 20530.  
 March 22, 1996.

Ms. Cynthia Adams,  
 2712 Taylor Street, Marinette, WI 54143.

Re: Public Comment on Consent Decree in  
 United States and State of Texas v.  
 Kimberly-Clark Corp. and Scott Paper  
 Co., No. 3:95-CV-3055-P (N.D. Tex.,  
 filed Dec. 12, 1995)

Dear Ms. Adams: This letter responds to your written comment on the proposed final judgment in *United States v. Kimberly-Clark Corp.*, now pending in federal district court in Dallas, Texas. The complaint in that case charged that Kimberly-Clark's acquisition of Scott Paper would substantially lessen competition in the sale of consumer facial tissue and baby wipes. The proposed judgment would settle the case by requiring the defendants (a) to divest Scott's Scotties-brand facial tissue and any two of four tissue mills (viz., Marinette, WI; Ft. Edward, NY; and the Lakeview and Badger-Globe mills in Neenah, WI); and (b) to divest Scott's baby wipes brands and its Dover, DE wet wipes plant.

Your letter raises several issues related to the proposed divestiture of Scott's facial tissue business, and specifically to the labor union agreement at the Marinette, WI mill. You point out that because the judgment would not require the purchaser of a divested mill to honor existing labor agreements, the new owner, after the divestiture, may reduce the wages or benefits of mill employees. You question whether divestiture of the Marinette mill is necessary to alleviate our competitive concerns, or whether those concerns could be met by permitting Kimberly-Clark to retain ownership of that mill, but make Scotties facial tissue under contract to the brand's new owner.

We believe that in this case, the decision whether to continue an existing labor agreement should be left to the purchaser, rather than mandated by consent decree. If the agreement is competitive, the new owner will bargain to continue it. It is possible, however, that an existing, outdated labor agreement may unnecessarily increase a purchaser's costs and hamper its ability to compete in the market. And requiring the new owner of a divested tissue mill to operate under such an agreement would undermine our goal of ensuring that the divestiture ordered by this judgment will create a strong, viable competitor in the sale of consumer facial tissue.

However, your specific concerns about continuation of the labor agreement at the Marinette mill are premature. Though the defendants have solicited bids on Scott's consumer facial tissue business, they have not selected a purchaser. The Marinette mill is now only one of four candidate mills available for sale under is now only one of four candidate mills available for sale under

the judgment, and ultimately, it may or may not be sold. Even if the Marinette mill were sold to an approved purchaser, its new owner may choose to extend the current labor agreement. In short, it is too early to say whether selling the Marinette mill will adversely affect any union employee.

Finally, as to your suggestion that it may be inappropriate to sell the Marinette mill to alleviate our competitive concerns, two points must be made. First, Marinette is a modern, relatively low cost, centrally-located mill that, before the merger, produced and distributed the bulk of the Scotties facial tissue sold in the Midwest. Thus, this mill should be an attractive asset to any purchaser that wishes to become a viable competitor in the sale of consumer facial tissue, and for that reason, we bargained with the defendants to include it among the tissue mills available for sale under the judgment.

Second, the competitive problem created by Kimberly-Clark's acquisition of Scott Paper cannot be cured by requiring Kimberly-Clark to divest the Scotties brand name and commit to make that facial tissue under contract to its new owner. We doubt that a purchaser who acquires the business under these terms would be a viable competitor since all of its production capacity and costs would remain under the ownership and control of its principal competitor, Kimberly-Clark.

Thank you for bringing your concerns to our attention; we hope that this information will help alleviate them. Pursuant to the Antitrust Procedures and Penalties Act, a copy of your letter and this response will be published in the Federal Register and filed with the Court.

Sincerely yours,  
 Anthony E. Harris,  
 Attorney, Litigation II Section.

Same or substantially similar response was sent to all individuals commenting on the proposed Final Judgment.

[FR Doc. 96-8039 Filed 4-2-96; 8:45 am]

BILLING CODE 4410-01-M

#### **Notice Pursuant to the National Cooperative Research and Production Act of 1993—Northeast Energy Alliance Joint Research Venture**

Notice is hereby given that, on February 27, 1996, pursuant to Section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. § 4301, *et seq.* ("the Act"), Boston Edison Company, on behalf of the members of a cooperative venture entitled the Northeast Energy Alliance (the "Alliance"), has filed written notifications simultaneously with the Attorney General and with the Federal Trade Commission disclosing (1) the identities of the parties to the Alliance and (2) the nature and objectives of the research program to be performed in accordance with the joint venture. The

notifications were filed for the purpose of invoking the Act's provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Pursuant to Section 6(b) of the Act, the identities of the current parties participating in the Northeast Energy Alliance are: Boston Edison Company, Boston, MA; Consolidated Edison Company of New York, Inc., New York, NY; GPU Nuclear Corporation, Parsippany, NJ; Maine Yankee Atomic Power Co., Brunswick, ME; Power Authority of the State of New York, New York, NY; Niagara Mohawk Power Corporation, Syracuse, NY; Northeast Utilities System, Berlin, CT; Rochester Gas and Electric Corp., Rochester, NY; Vermont Yankee Nuclear Power Corporation, Brattleboro, VT; and Yankee Atomic Electric Company, Bolton, MA.

The nature and objective of the Northeast Energy Alliance joint research venture is to identify and facilitate efficiencies in the operation and management of nuclear generating stations in the northeastern United States in order to improve the quality and efficiency and reduce the cost of service to consumers of electricity in that region. The general areas of activity of the Alliance will include identifying common issues in the management or operation of nuclear generation plants, including engineering and support services issues, and jointly investigating, developing and implementing common solutions to such issues.

Additional information about the Northeast Energy Alliance may be obtained by contacting Mr. John Fulton, Boston Edison Company, Boston, MA.

Constance K. Robinson,  
*Director of Operations, Antitrust Division.*  
[FR Doc. 96-8044 Filed 4-2-96; 8:45 am]

BILLING CODE 4410-01-M

#### **Notice Pursuant to the National Cooperative Research and Production Act of 1993—The Consortium for Non-Contact Gauging**

Notice is hereby given that, on February 21, 1996, pursuant to section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301, *et seq.* ("the Act"), the participants in the Consortium for Non-Contact Gauging ("CNCG") have filed written notifications simultaneously with the Attorney General and with the Federal Trade Commission disclosing a change in project membership. The notifications were filed for the purpose of extending the Act's provisions limiting the recovery of antitrust

plaintiffs to actual damages under specified circumstances. Specifically, the following party has joined CNCG as its new systems integrator: Brown & Sharpe Manufacturing Company, North Kingston, RI. The original systems integrator for the Consortium, Giddings & Lewis, has terminated its membership.

No other changes have been made in either the membership or the planned activities of the Consortium.

On March 7, 1995, CNCG filed its original and only notification pursuant to section 6(a) of the Act. The Department of Justice published a notice in the Federal Register pursuant to section 6(b) of the Act of May 24, 1995 (60 FR 27559).

Participation in this group research project remains open, and CNCG intends to file additional written notification disclosing all changes in membership. Information regarding participation in the project may be obtained from Eileen Pickett, Ohio Aerospace Institute, Cleveland, OH.

Constance K. Robinson,  
*Director of Operations, Antitrust Division.*  
[FR Doc. 96-8046 Filed 4-2-96; 8:45 am]

BILLING CODE 4410-01-M

#### **Notice Pursuant to the National Cooperative Research and Production Act of 1993—Petrotechnical Open Software Corporation**

Notice is hereby given that, on January 24, 1996, pursuant to section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* ("the Act"), Petrotechnical Open Software Corporation ("POSC") has filed written notifications simultaneously with the Attorney General and the Federal Trade Commission disclosing changes in its membership. The notifications were filed for the purpose of extending the Act's provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances. Specifically, the following additional parties have become new nonvoting members of POSC: Australian Geodynamics Research Corporation, Glen Waverly, Victoria, AUSTRALIA; and Pride AS, Forus, NORWAY.

No other changes have been made in either the membership or planned activity of POSC.

On January 14, 1991, POSC filled its original notification pursuant to section 6(a) of the Act. The Department of Justice published a notice in the Federal Register pursuant to section 6(b) of the Act on February 7, 1991, (56 FR 5021).

The last notification was filed with the Department on November 2, 1995. A notice was published in the Federal Register pursuant to section 6(b) of the Act on December 20, 1995, (60 FR 65670).

Constance K. Robinson,  
*Director of Operations, Antitrust Division.*  
[FR Doc. 96-8048 Filed 4-2-96; 8:45 am]

BILLING CODE 4410-01-M

#### **Notice Pursuant to the National Cooperative Research and Production Act of 1993—Rotorcraft Industry Technology Association, Inc.**

Notice is hereby given that, on September 28, 1995, pursuant to Section 6(a) of the National Cooperative Research and Production Act of 1993, 15 U.S.C. 4301 *et seq.* ("the Act"), the Rotorcraft Industry Technology Association, Inc. ("RITA") has filed written notices 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 project. The notifications were filed for the purpose of invoking the Act's provisions limiting the recovery of antitrust plaintiffs to actual damages under specified circumstances.

Pursuant to Section 6(b) of the Act, the identities of the parties are: Bell Helicopter Textron, Inc., Fort Worth, TX; The Boeing Company, on behalf of Boeing Helicopters, Philadelphia, PA; McDonnell Douglas Helicopter Company, Mesa, AZ; and Sikorsky Aircraft Corporations, Stratford, CT.

The nature and objectives of the research programs are to support and stimulate cooperative research and development of advanced rotorcraft technology in conjunction with the National Aeronautics and Space Administration ("NASA"), the United States Department of Defense ("DOD"), and the Federal Aviation Administration ("FAA"). The purpose of RITA is to develop technology processes and standards to improve the international competitiveness capabilities of the U.S. Rotorcraft Industry and to ensure the superiority of the U.S. Military Rotorcraft. The joint venture seeks to further these goals in cooperation with NASA, DOD, and the FAA, as well as other interested parties. RITA's primary functions will include selection of research and development projects, conduct of research and development projects, evaluation of