

(1.) Document No. GC-10-281 concerning Inv. No. 337-TA-722 (Certain Automotive Vehicles and Designs Therefore).

(2.) Document No. GC-11-011 concerning Inv. No. 337-TA-568 (Remand)(Certain Products and Pharmaceutical Compositions Containing Recombinant Human Erythropoietin).

(3.) Document No. GC-11-013 concerning Inv. No. 337-TA-587 (Remand)(Certain Connecting Devices ("Quick Clamps") for Use with Modular Compressed Air Conditioning Units, Including Filters, Regulators, and Lubricators ("FRL's") That are Part of Larger Pneumatic Systems and the FRL Units They Connect).

(4.) Document No. GC-11-045 concerning Inv. No. 1205-9 (Certain Festive Articles).

In accordance with Commission policy, subject matter listed above, not disposed of at the scheduled meeting, may be carried over to the agenda of the following meeting. Earlier Notification of this meeting was not possible.

By order of the Commission.

Issued: March 7, 2011.

**William R. Bishop,**

*Hearings and Meetings Coordinator.*

[FR Doc. 2011-5676 Filed 3-8-11; 4:15 pm]

**BILLING CODE 7020-02-P**

## DEPARTMENT OF JUSTICE

### Notice of Lodging of Settlement Agreement Under the Clean Air Act, Comprehensive Environmental Response, Compensation, and Liability Act and the Resource Conservation and Recovery Act

Notice is hereby given that on March 4, 2011, a proposed Consent Decree and Settlement Agreement (the "Non-Owned Site Settlement Agreement") in the bankruptcy matter, *Motors Liquidation Corp., et al., f/k/a General Motors Corp., et al.*, Jointly Administered Case No. 09-50026 (REG), was lodged with the United States Bankruptcy Court for the Southern District of New York. The Parties to the Non-Owned Site Settlement Agreement are debtors Motors Liquidation Corporation, formerly known as General Motors Corporation, Remediation and Liability Management Company, Inc., and Environmental Corporate Remediation Company, Inc. (collectively, "Old GM") and the United States of America. The Settlement Agreement resolves claims and causes of action of the Environmental Protection Agency ("EPA") against Old GM under the

Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601-9675, and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 *et seq.* with respect to the following sites:

1. The Casmalia Resources Superfund Site in California;
2. The Operating Industries, Inc. Landfill Superfund Site in California;
3. The Army Creek Landfill Superfund Site in Delaware;
4. The Delaware Sand & Gravel Superfund Site in Delaware;
5. The Lake Calumet Superfund Site in Illinois;
6. The Waukegan Manufactured Gas & Coke Plant Superfund Site in Illinois;
7. The Doepke Holliday Disposal Superfund Site in Kansas;
8. The 68th Street Dump Superfund Site in Maryland;
9. The Maryland Sand, Gravel, and Stone Superfund Site in Maryland;
10. The Spectron Superfund Site in Maryland;
11. The Dearborn Refining Site in Michigan;
12. The Flint West a/k/a Chevy in The Hole Site in Michigan;
13. The Forest Waste Disposal Superfund Site in Michigan;
14. The H. Brown Company Superfund Site in Michigan;
15. The Reclamation Oil Company Site in Michigan;
16. The Rose Township Dump Superfund Site in Michigan;
17. The Springfield Township Dump Superfund Site in Michigan;
18. The Ventron/Velsicol Superfund Site in New Jersey;
19. The Atlantic Resources Corporation Superfund Site in New Jersey;
20. The Sealand Restoration Inc. Superfund Site in New York;
21. The Tri-Cities Barrel Superfund Site in New York;
22. The Massena Superfund Site in New York;
23. The Mercury Refining Superfund Site located in New York;
24. The Tremont City Barrel Fill Site in Ohio;
25. The Cardington Road Superfund Site in Ohio;
26. The Ford Road Landfill Superfund Site in Ohio;
27. The Valleycrest Landfill Site in Ohio;
28. The South Dayton Dump & Landfill Superfund Site in Ohio;
29. The Chemical Recovery Systems Site in Ohio;
30. The Lammers Barrel Superfund Site in Ohio;
31. The Malvern TCE Superfund Site in Pennsylvania;
32. The Tonolli Corporation Superfund Site in Pennsylvania;
33. The Jacks Creek/Sitkin Smelting Corporation Superfund Site in Pennsylvania; and
34. The Breslube-Penn Superfund Site in Pennsylvania.

The Settlement Agreement also resolves civil penalty claims for failure to maintain adequate financial assurance for closure, post-closure and third party liability pursuant to RCRA Sections 3004(a) and (t), 42 U.S.C. 6924(a) and (t) with respect to the following facilities:

1. Cadillac/Luxury Car Engineering and Manufacturing, (Formerly Fiero), Pontiac, Michigan.
2. Cadillac/Luxury Car Engineering and Manufacturing, Flint, Michigan;
3. GM Former Allison Gas Turbine (AGT) Division, Indianapolis, Indiana;
4. GM Locomotive Group, LaGrange, Illinois;
5. GM Powertrain Group, Defiance, Ohio;
6. GM Truck Group, Shreveport, Louisiana;
7. GMC GM Technical Center, Warren, Michigan;
8. Lansing Automotive Division, Lordstown, Ohio;
9. Powertrain Group Saginaw Metal Castings, Saginaw, Michigan;
10. Worldwide Facilities Group—MFD, Lordstown, Ohio;
11. Worldwide Facilities Group, Anderson, Indiana;
12. Worldwide Facilities Group, Coldwater Road, Flint, Michigan;
13. Worldwide Facilities Group, Elyria, Ohio; and
14. Worldwide Facilities Group, Moraine, Ohio.

The Settlement Agreement also resolves civil penalty claims resulting from RCRA inspections at the following automotive assembly plants:

1. The Pontiac East Assembly Plant, also known as the "Pontiac Assembly Center," 2100 South Opdyke Road, Pontiac, Michigan;
2. The Orion Assembly Plant, 4555 Giddings Road, Lake Orion, Michigan;
3. The Moraine Assembly Plant, 2601 West Stroop Road, Moraine, Ohio;
4. The Wilmington Assembly Plant, 801 Boxwood, Wilmington, Delaware;
5. The Doraville Facility, 3900 Motors Industrial Way, Doraville, Georgia;
6. The Fairfax Assembly Plant, 3201 Fairfax Trafficway, Kansas City, Kansas;
7. The Wentzville Assembly Plant, 1500 East Route "A," Wentzville, Missouri; and
8. The GM Lansing Car Assembly Plant, 401 N. Verlinden Avenue, Lansing, Michigan.

Finally, the Settlement Agreement resolves civil penalty claims under the Clean Air Act ("CAA") 42 U.S.C. 7401-7671q with respect to manufacturing new automotive engines and selling or introducing them into commerce. Under the Non-Owned Site Settlement Agreement, EPA will receive an allowed general unsecured claim of \$36,290,270 for environmental remediation at twenty-nine non-owned sites and civil penalties for CAA and RCRA violations at multi-regional sites. EPA will also receive a total cash amount of \$4,613,322 from bonds, and work up to

the amount of \$10.5 million in accordance with bond requirements at six non-owned sites.

The Department of Justice will receive, for a period of fifteen days from the date of this publication, comments relating to the Non-Owned Site Settlement Agreement. Comments should be addressed to the Assistant Attorney General, Environment and Natural Resources Division, and either emailed to [pubcommentees.enrd@usdoj.gov](mailto:pubcommentees.enrd@usdoj.gov) or mailed to P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044-7611, and should refer to *In re Motors Liquidation Corp., et al.*, D.J. Ref. 90-11-3-09754. Commenters may request an opportunity for a public meeting in the affected area, in accordance with Section 7003(d) of RCRA, 42 U.S.C. 6973(d).

The Non-Owned Site Settlement Agreement may be examined at the Office of the United States Attorney, 86 Chambers Street, 3rd Floor, New York, New York 10007, and at the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, NW., Washington, DC 20460. During the public comment period, the Non-Owned Site Settlement Agreement may also be examined on the following Department of Justice Web site, [http://www.usdoj.gov/enrd/Consent\\_Decrees.html](http://www.usdoj.gov/enrd/Consent_Decrees.html). Copies of the Non-Owned Site Settlement Agreement may also be obtained by mail from the Consent Decree Library, P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044-7611 or by faxing or e-mailing a request to Tonia Fleetwood ([tonia.fleetwood@usdoj.gov](mailto:tonia.fleetwood@usdoj.gov)), fax no. (202) 514-0097, phone confirmation number (202) 514-1547. In requesting a copy from the Consent Decree Library, please enclose a check in the amount of \$6.75 (25 cents per page reproduction cost) payable to the U.S. Treasury or, if by e-mail or fax, please forward a check in that amount to the Consent Decree Library at the stated address.

**Maureen Katz,**

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

[FR Doc. 2011-5445 Filed 3-9-11; 8:45 am]

**BILLING CODE 4410-15-P**

**DEPARTMENT OF JUSTICE**

**Antitrust Division**

**United States and State of Texas v. United Regional Health Care System; 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)-(h), that a proposed Final Judgment, Stipulation and Competitive Impact Statement have been filed with the United States District Court for the Northern District of Texas, Wichita Falls Division, in *United States of America and State of Texas v. United Regional Health Care System*, Civil Action No. 7:11-cv-00030-O. On February 25, 2011, the United States filed a Complaint alleging that United Regional Health Care System has entered, maintained, and enforced exclusionary contracts with commercial insurers that effectively prevent those insurers from contracting with United Regional's competitors in violation of Section 2 of the Sherman Act, 15 U.S.C. 2. The proposed Final Judgment, filed at the same time as the Complaint, prohibits United Regional from using agreements with commercial health insurers that improperly inhibit insurers from contracting with United Regional's competitors.

Copies of the Complaint, proposed Final Judgment, and Competitive Impact Statement are available for inspection at the Department of Justice, Antitrust Division, Antitrust Documents Group, 450 Fifth Street, NW., Suite 1010, Washington, DC 20530 (*telephone*: 202-514-2481), on the Department of Justice's Web site at <http://www.usdoj.gov/atr>, and at the Office of the Clerk of the United States District Court for the Northern District of Texas, Wichita Falls Division. Copies of these materials may be obtained from the Antitrust Division upon request and payment of the copying fee set by Department of Justice regulations.

Public comment is invited within 60 days of the date of this notice. Such comments, and responses thereto, will be published in the **Federal Register** and filed with the Court. Comments should be directed to Joshua H. Soven, Chief, Litigation I Section, Antitrust Division, U.S. Department of Justice, 450 Fifth Street, NW., Suite 4100,

Washington, DC 20530 (*telephone*: 202-307-0827).

**Patricia A. Brink,**

*Director of Civil Enforcement.*

**In the United States District Court for the Northern District of Texas, Wichita Falls Division**

*United States of America and State of Texas, Plaintiffs, v. United Regional Health Care System, Defendant.*

Case No.: 7:11-cv-00030.

Judge: Reed C. O'Connor.

Filed: Feb. 25, 2011.

Description: Antitrust.

**Complaint**

The United States of America, acting under the direction of the Attorney General of the United States, and the State of Texas, by and through the Texas Attorney General, bring this civil antitrust action to enjoin defendant United Regional Health Care System ("United Regional") from entering into, maintaining, or enforcing contracts with commercial health insurers that effectively prevent those insurers from contracting with United Regional's competitors, in violation of Section 2 of the Sherman Act, 15 U.S.C. 2, and to remedy the effects of its unlawful conduct. Plaintiffs allege as follows:

**I. Nature of the Action**

1. United Regional has monopoly power in two relevant product markets in Wichita Falls, Texas and the surrounding area: (1) The sale of general acute-care inpatient hospital services ("inpatient hospital services") to commercial health insurers, and (2) the sale of outpatient surgical services to commercial health insurers. United Regional has an approximately 90% share of the market for inpatient hospital services sold to commercial insurers and a greater than 65% share of the market for outpatient surgical services sold to commercial insurers. All health insurance companies in the relevant geographic market consider United Regional a "must-have" hospital for health plans because it is by far the largest hospital in the region and the only local provider of certain essential services.

2. United Regional has maintained its monopoly power in the relevant markets by entering into contracts with commercial health insurers that exclude United Regional's competitors in the Wichita Falls area from the insurers' health-care provider networks ("exclusionary contracts"). These exclusionary contracts effectively prevent insurers from contracting with hospitals and other health-care facilities