

proval under section 3(a)(1) of the Bank Holding Company Act (12 U.S.C. 1842(a)(1)) to become a bank holding company by acquiring 94 percent of the voting shares of Farmers Savings Bank, Irwin, Iowa. The factors that are considered in acting on the application are set forth in section 3(c) of the act (12 U.S.C. 1842(c)).

The application may be inspected at the offices of the Board of Governors or at the Federal Reserve Bank of Chicago. Any person wishing to comment on the application should submit views in writing to the Reserve Bank, to be received not later than November 20, 1978.

Board of Governors of the Federal Reserve System, October 24, 1978.

GRIFFITH L. GARWOOD,
Deputy Secretary
of the Board.

FR Doc. 78-30709 Filed 10-30-78, 8:45 am]

[6750-01-M]

FEDERAL TRADE COMMISSION

PREEMPTIVE EFFECT OF SECTION 111(c)(1) OF MAGNUSON-MOSS WARRANTY ACT

Wisconsin Mobile Home Warranty Law

AGENCY: Federal Trade Commission.

ACTION: Response to request for opinion.

SUMMARY: Published below is a letter with an analysis which responds to a request of the Wisconsin Attorney General for Commission interpretation of section 111(c)(1) of the Magnuson-Moss Warranty Act and its preemptive effect on Wisconsin's Mobile Home Warranty Law. The Commission has determined that several State requirements are rendered inapplicable to warranties complying with Federal law by section 111(c)(1).

FOR FURTHER INFORMATION CONTACT:

Rachel Miller, Attorney, Division of Product Reliability, 202-523-0425, or Charles Taylor, Attorney, Division of Product Reliability, 202-523-3660, Federal Trade Commission, Washington, D.C. 20580.

SUPPLEMENTARY INFORMATION:

The letter and analysis follow.

Hon. Bronson C. La Follette
Attorney General
State of Wisconsin
Department of Justice
Madison, Wis. 53702

Dear Attorney General La Follette:

By letter dated February 22, 1978, you requested an opinion on whether any of the provisions of Wisconsin's mobile home warranty law and regulations (§218.14 Wis. Stats. and IND 14.50 Wis Admin. Code) are subject to or preempted by section 111(c)(1) of the Magnuson-Moss Warranty Act, 15

U.S.C. 2311(c)(1). At the request of the staff, Assistant Attorney General James Jeffries supplemented your request by filing on March 16, 1978, an informal interpretation of the effect of the Wisconsin law. This letter is in reply to your request for a Commission opinion in this matter.

The Commission has concluded that the following two requirements of the Wisconsin law, and the related provisions of the regulations of the Wisconsin Department of Industry, Labor, and Human Relations, submitted with your request are affected by operation of section 111(c)(1) of the Warranty Act:

(1) Disclosure in the written warranty of the address where notice of problems is to be given. Section 218.14(1)(c)(i), Wis. Stats. IND 14.50(2)(c).

(2) Disclosure in the written warranty of the fact that unsuccessful repair is a breach of warranty, and that the consumer's right to proper repair continues regardless of whether the warranty period has expired. Section 218.14 (1)(c)(2), Wis. Stats.

These requirements are inapplicable to warranties which meet Federal requirements by operation of section 111(c)(1) of the Warranty Act.

Paragraph (2) of section 111(c) of the Warranty Act provides a procedure whereby States may petition the Commission for permission to enforce a State requirement which would otherwise be rendered inapplicable to written warranties complying with Federal standards by operation of paragraph (1) of section 111(c). Upon application of an appropriate State agency the Commission is required to initiate a rulemaking proceeding under section 109 of the Warranty Act to determine if such State requirement affords greater protection to consumers than Federal requirements and does not unduly burden interstate commerce. If the Commission makes such a finding, the State requirement will be applicable to written warranties for so long as the State effectively administers and enforces such provision.

A copy of the Commission's analysis of the effect of the Warranty Act on the Wisconsin State law provisions is enclosed. If upon consideration of this matter you desire the public rulemaking proceeding described above, for consideration of the preservation of the two affected statutory provisions, you should submit an application pursuant to section 111(c)(2) of the Warranty Act to the Secretary of the Commission.

You are invited to contact Rachel Miller, Attorney, Division of Product Reliability, 202-523-1753, or Charles Taylor, Attorney, Division of Product Reliability, 202-523-3660, Federal Trade Commission, Washington, D.C. 20580, should you have any questions concerning this matter.

By direction of the Commission.

[Signed]

CAROL M. THOMAS,
Secretary.

Enclosure.

ANALYSIS OF SECTION 111 OF MAGNUSON-MOSS WARRANTY ACT AND APPLICABILITY TO WISCONSIN MOBILE HOME WARRANTY LAWS

Section 111(c)(1)' of the Magnuson-Moss Warranty Act ("the Warranty

¹Section 111(c)(1). "Except as provided in subsection (b) and in paragraph (2) of this subsection, a State requirement—(A) which

Act") provides that certain types of State warranty requirements are inapplicable to written warranties complying with the Warranty Act. Section 111(c)(2)² provides that an appropriate State agency may apply to the Commission for an exemption of any State warranty requirement from the preemptive effect of paragraph (1) of that section. Such an exception may be granted if after public hearings the Commission determines that the requirement meets the criteria set out in paragraph (2).

The Attorney General requests a Commission interpretation of paragraph (1) of section 111(c) and an opinion stating which provisions of Wisconsin's mobile home warranty requirements are affected by that paragraph. He has not requested exemption of any such affected requirements as provided in paragraph (2) of section 111(c); therefore the rulemaking procedure specified in the Act for exemption applications is not applicable in this instance. The Attorney General may choose later to request or not to request an exemption under the procedure of paragraph (2) for any provisions of Wisconsin law which the Commission determines are affected by section 111(c)(1) of the Warranty Act.

This analysis builds on the findings made by the Commission in the California determination,³ which first considered the effect of the Magnuson-Moss Warranty Act on State warranty requirements. In general, the protections of the Warranty Act are in addition to, rather than in lieu of, warranty rights and remedies under State law.⁴ Only a very narrow class of State requirements are "preempted" (that

relates to labeling or disclosure with respect to written warranties or performance thereunder; (B) which is within the scope of an applicable requirement of sections 102, 103, and 104 (and rules implementing such sections), and (C) which is not identical to a requirement of section 102, 103, or 104 (or a rule thereunder), shall not be applicable to written warranties complying with such sections (or rules thereunder)."

²Section 111(c)(2). "If, upon application of an appropriate State agency, the Commission determines (pursuant to rules issued in accordance with section 109) that any requirement of such State covering any transaction to which this title applies (A) affords protection to consumers greater than the requirements of this title and (B) does not unduly burden interstate commerce, then such State requirement shall be applicable (notwithstanding the provisions of paragraph (1) of this subsection) to the extent specified in such determination for so long as the State administers and enforces effectively any such greater requirement."

³Commission's Determination of Application of State of California, 42 FR 54004, Oct. 4, 1977 (hereinafter "California").

⁴Section 111(b)(1). "Nothing in this title shall invalidate or restrict any right or remedy of any consumer under State law or and other Federal law."

is, made inapplicable to warranties complying with the Federal requirements).

The Commission has already made clear that, while allowing the use of uniform warranty documents is a goal of section 111, this goal is subordinate to that of permitting States to fashion their own scheme or warranty rights and remedies which may be more protective than the minimum level of protection of the Federal Act. Only State requirements which have certain specific characteristics are affected by the Federal Act. Those characteristics are: that the requirement does not create a right or remedy for consumers;⁵ that it relates to written warranty labeling or disclosure;⁶ that it is within the scope of a requirement of sections 102, 103, or 104 of the Warranty Act, or rules under one of these sections;⁷ and that is not identical to that requirement.⁸ Only if a State requirement has all these characteristics is it "preempted," or rendered inapplicable to warranties complying with Federal law, under section 111 of the Act.⁹

Thus, a State provision which merely creates consumer rights or remedies, without providing for disclosure of them,¹⁰ would be entirely unaffected by the Warranty Act; that is, it would not be subject to "preemption." A provision which both creates a consumer right or remedy, and provides for its disclosure to consumers,¹¹ must be considered in two stages. The underlying right would continue to be effective in spite of any similarity with or difference from the Federal Act, since section 111(b) specifically preserves such rights and remedies. On the other hand, the method of disclosure of that right provided for in the State law must be considered as to whether it has the final two characteristics. If it does, then the method of disclosure in the State law is "preempted," though the underlying consumer right remains in effect. The Commission adopted this interpretation of section 111 in the course of its California determination because it is the only interpretation which gives meaning to both paragraphs (b) and (c) of that section and is consistent with the Act's legislative history.

In the California determination, the Commission defined the scope of its rule on disclosure of warranty terms, 16 CFR Part 701, to include any requirement that information appear in

the warranty document itself.¹² The scope of the Federal labeling requirements, while discussed in the California determination, is not at issue in this analysis of Wisconsin law.

The California determination did not explicitly discuss the meaning of the last characteristic, that the State provision be "not identical to" a Federal disclosure or labeling requirement, although this was implicit in a number of determinations concerning mobile home requirements.¹³ Its precise meaning is particularly important where, as here, a State law mandates the giving of a written warranty with certain specified terms.

The Commission interprets "identical to" to mean "having the same effect as" or "resulting in the same disclosure as." If the item of information required by the State to be disclosed in the written warranty would also be disclosed under a Federal disclosure provision, the State requirement is "identical to" the Federal requirement for purposes of section 111. It is not essential that the State provision contain the same words as the Federal provision, or incorporate the Federal provision by reference.

The Commission's rule on warranty disclosure¹⁴ requires that up to 10 enumerated elements of a warranty be disclosed. Usually the manufacturer is free to choose the terms of a written warranty. However, when State law mandates that the written warranty contain certain terms, those mandated terms become terms of the warranty and thus must be disclosed under the Commission's rule. For example, when a State mandates a written warranty with a 1-year duration,¹⁵ that duration must be disclosed under the Commission's rule. Since the 1-year duration of the warranty would have to be disclosed under both State and Federal law, the two requirements are "identical" requirements for purposes of section 111(c)(1).

On the other hand, if the mandatory provision which the State requires to be disclosed is one which the Federal rule does not require to be disclosed, such as a telephone number for giving notice of defects under the warranty,¹⁶ then the State disclosure requirement is not identical to the Federal requirement. Thus if the State law requires disclosure of a term which is not 1 of the 10 elements enumerated in the

Commission's rule, then the provision is rendered inapplicable to warranties complying with the Federal rule.

APPLICABILITY TO WISCONSIN MOBILE HOME WARRANTY LAWS

The following paragraphs discuss the specific provisions of the Wisconsin mobile home law¹⁷ and whether or not each is made inapplicable by section 111(c)(1) to warranties complying with the Federal Act, and why. In each case, only the disclosure or labeling aspect is discussed; the underlying rights created by State law cannot in any case be invalidated or restricted by the Federal Act by virtue of section 111(b)(1).

SECTION 218.14(1)

Requires giving buyers a written warranty with certain mandatory terms on mobile homes. The requirement of disclosure of the existence of the warranty is not within the scope of the Federal disclosure rule, which merely establishes what must be disclosed in the warranty once the initial decision to issue a written warranty is decided.

Requires the mandatory 1-year duration to be disclosed. This provision requires the same information to be disclosed as 16 CFR 701.3(a)(4), that is, the duration of the written warranty. Thus it does not meet the "not identical" condition of section 111(c)(1)(C). The State requirement, therefore is not "preempted" or rendered inapplicable to warranties complying with Federal requirements. (Note that the mandatory 1-year duration itself is a consumer right which is preserved by section 111(b)(1).)

SECTION 218.14(1)(a)

Establishes the characteristics or properties which are covered by the mandatory warranty, specifically, that it meet certain standards. This provision requires the same disclosure in the warranty as 16 CFR 701.3(a)(2), "[a] clear description and identification of . . . characteristics, . . . or properties covered by . . . the warranty." It therefore is not affected by section 111(c)(1) of the Warranty Act.

SECTION 218.14(1)(b)

Establishes the characteristics or properties of the product which are covered by the warranty, specifically, that the product be defect-free and habitable. Like paragraph (a), this provision requires the same disclosure as 16 CFR 701.3(a)(2), and is therefore not affected by section 111(c)(1) of the Warranty Act.

Defines "reasonable care and maintenance." By letter of March 16, 1978,

¹⁷Sec. 218.14, Wis. Stats; Ind. 14.50 and 14.56 Wis. Admin. Code.

⁵Section 111(b)(1).

⁶Section 111(c)(1)(A).

⁷Section 111(c)(1)(B).

⁸Section 111(c)(1)(C).

⁹See California, Section II.

¹⁰For example, the UCC implied warranty of merchantability.

¹¹For example, the requirement that repairs under California's statutory mobile home warranty be performed at the site of the mobile home.

¹²California, p. 54005.

¹³See Staff's Analysis, California Initial Notice, 41 FR 28361, at 28366, and text accompanying n. 27 (July 9, 1976).

¹⁴16 CFR 701.3(a), 701.4.

¹⁵See, e.g., California Civil Code § 1797.3(b).

¹⁶See, e.g., California Civil Code § 1797.3(d). Note that this provision, otherwise preempted, was preserved under the Commission rulemaking procedures of sec. 111(c)(2).

Mr. James D. Jeffries, Assistant Attorney General of Wisconsin, informed the staff informally that this definition need not appear in the written warranty document. Under this analysis it is not a disclosure or labeling requirement and is unaffected by section 111(c)(1) of the Warranty Act.

SECTION 218.14(1)(C)(1)

Defines who is responsible under the warranty. This provision requires a disclosure included in those of 16 CFR 701.3(a)(5), that is, identification of the warrantor in the warranty; therefore this requirement is not affected by section 111(c)(1) of the Warranty Act.

Requires disclosure of the warranty duration. Like section 218.14(1), this requirement is not affected by section 111(c)(1) of the Warranty Act.

Requires disclosure of the time within which the consumer must give notice of problems. This requires a disclosure included in those required by 16 CFR 701.3(a)(5), that is, disclosure of what the consumer must do to get warranty service, and therefore is not affected by section 111(c)(1) of the Warranty Act.

Requires disclosure of the address where notice is to be given. This requirement is within the scope of 16 CFR 701.3(a)(5), but not identical to it. The Federal provision permits warrantors to include in the warranty a toll-free telephone number where warranty information may be obtained or where notice of defects may be given in addition to or instead of an address. Since the address is not required under Federal law if such a telephone number is given, this provision of Wisconsin law will not apply to warranties which meet the requirements of Federal law, by operation of section 111(c)(1) of the Warranty Act. The State of Wisconsin may file an application for preservation of this provision under the savings provision of section 111(c)(2) of the Warranty Act.

Requires disclosure that repairs will be made within 30 days of notice of the problem. This provision requires a disclosure included in those required by 16 CFR 701.3(a)(3). The latter provision requires a statement of what the warrantor undertakes to do under the warranty. Although usually a warrantor is not required to commit itself to performing within a set time, where by law or by choice the warrantor is committed to a certain time for repairs, that time becomes part of its undertaking to be disclosed under the Federal requirement. Therefore the State requirement is not affected by section 111(c)(1) of the Warranty Act.

Requires disclosure that repairs will be performed at the mobile home site. Like the previous requirement, this

provision requires a disclosure also required by 16 CFR 701.3(a)(5).

Requires that manufacturers reimburse dealers for warranty repairs. Assistant Attorney General Jeffries has advised that this provision need not be disclosed in the warranty. Therefore, it is not a disclosure or labeling provision and thus is unaffected by section 111(c)(1) of the Warranty Act.

SECTION 218.14(1)(C)(2)

Requires disclosure of the fact that an unsuccessful repair is a breach of warranty, and that the consumer's right to proper repair continues regardless of whether the warranty period has expired. This disclosure requirement is not identical to any requirement of the Federal Act, and therefore it does not apply to warranties which meet the requirements of the Warranty Act. The substantive right created by this provision remains in effect; it is merely the requirement that the right be disclosed in the written warranty which is made inapplicable. The State of Wisconsin may file an application for preservation of this provision under the savings provision of section 111(c)(2).

SECTION 218.14(1)(D)

Requires disclosure of mandatory extension of the warranty for the amount of time the home is uninhabitable. This provision requires a disclosure included among those required by 16 CFR 701.3(a)(4), the measurement of warranty duration. This provision and section 218.14(1) establish that the mandatory duration of the warranty is 1 year's time during which the home is habitable. The provisions require further that this duration be disclosed; such a disclosure requirement is thus identical to the Federal requirement that the duration of a warranty be disclosed.

The other provisions of the Wisconsin law do not contain any requirements relating to disclosure or labeling, and are therefore unaffected by section 111(c)(1) of the Federal Act.

The following paragraphs discuss the effect of the Warranty on those Wisconsin administrative regulations¹⁸ concerning mobile homes which differ from the Wisconsin mobile home law.

IND 14.50(2)(a)(1)

Requires disclosure of the fact that alterations not approved by the regulating agency can affect the continued validity of the warranty. This provision is a statement of parts, characteristics, components, and properties which are excluded from the warranty, which must be disclosed under 16 CFR 701.3(a)(2). The State requirement is therefore within the scope of

¹⁸ IND 14.50, Wis. Admin. Code.

the Federal provision but identical to it, and so is not affected by section 111(c)(1) of the Warranty Act.

IND 14.50(2)(a)(1)a

Requires disclosure of the fact that such alterations are not covered by the mandatory warranty. This also requires disclosures which 16 CFR § 701.3(a)(2) would require, and is not affected by section 111(c)(1) of the Warranty Act.

IND 14.50(2)(a)(1)b

Gives a definition of "alteration." In the above-mentioned letter of March 16, 1978, Mr. Jeffries stated that the regulation requires this definition to appear in the warranty document. This is merely a detailed description of those characteristics, etc., which are excluded from the warranty, and is not affected by section 111(c)(1) of the Warranty Act.

IND 14.50(2)(g)

Requires disclosure of the date of delivery of the home, on which date the warranty begins. This requires the same disclosures as 16 CFR 701.3(a)(4) requires, that is, disclosure of the date of commencement of the warranty if other than the date of purchase. Therefore the provision is not affected by section 111(c)(1) of the Warranty Act.

The other provisions of the regulation, IND 14.50 and 14.56, either do not concern labeling or disclosure, or are the same as those of the mobile home law and are affected as discussed above.

In summary, the following requirements of the Wisconsin mobile home law and regulations are rendered inapplicable to warranties which comply with the federal warranty requirements, by operation of section 111(c)(1) of the Warranty Act:

(1) Disclosure in the written warranty of the address where notice of problems is to be given. Section 218.14(1)(c)(1), Wis. Stats; IND 14.50(2)(c).

(2) Disclosure in the written warranty of the fact that unsuccessful repair is a breach of warranty, and that the consumer's right to proper repair continues regardless of whether the warranty period has expired. Section 218.14(1)(c)(2), Wis. Stats.

The other disclosure requirements of the law and regulations, as well as their substantive rights and remedies, are unaffected by section 111(c) of the Magnuson-Moss Act.

Wisconsin may apply to the Commission, under the procedure in section 111(c)(2), for preservation of either or both of the affected requirements. Those requirements will be preserved which the Commission finds, after a rulemaking proceeding under section

109 of the act, afford protection to consumers greater than the requirements of the Warranty Act, and do not unduly burden interstate commerce.

By direction of the Commission dated September 28, 1978.

CAROL M. THOMAS,
Secretary.

[FR Doc. 78-30772 Filed 10-30-78; 8:45 am]

[4110-03-M]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

SELECT COMMITTEE ON GRAS SUBSTANCES

Request for Nominations

AGENCY: Food and Drug Administration.

ACTION: Notice.

SUMMARY: The Food and Drug Administration (FDA) announces the opportunity for interested parties to nominate qualified scientists, particularly those versed in nutritional biochemistry, to serve on the Select Committee on GRAS Substances, which is expanding to 11 members. The Select Committee evaluates available information on the safety of food ingredients classified as generally recognized as safe (GRAS) or subject to a prior sanction.

DATE: Nominations by November 30, 1978.

ADDRESS: Nominations to Dr. Kenneth A. Fisher, Director, Life Sciences Research Office, Federation of American Societies for Experimental Biology, 9650 Rockville Pike, Bethesda, Md. 20014.

FOR FURTHER INFORMATION CONTACT:

Corbin I. Miles, Bureau of Foods (HFF-335), Food and Drug Administration, Department of Health, Education, and Welfare, 200 C Street SW., Washington, D.C. 20204, 202-472-4750.

SUPPLEMENTARY INFORMATION: The Food and Drug Administration is conducting a study of food ingredients classified as GRAS or subject to a prior sanction. As part of this review, the available information relating to the safety of each such ingredient is being evaluated by a Select Committee on GRAS Substances selected by the Life Sciences Research Office of the Federation of American Societies for Experimental Biology under a contract with FDA.

The Select Committee is considering biological information on GRAS Substances provided by a series of scientific

literature reviews of experimental studies published from 1920 to 1978, and additional recent toxicological screening tests on certain of the substances and on human exposure from current levels of addition to foods and food consumption patterns obtained from a recent survey by the National Academy of Sciences. The Select Committee currently consists of the following individuals:

1. Joseph F. Borzelleca, Ph. D., Professor of Pharmacology, Medical College of Virginia, Health Sciences Division, Virginia Commonwealth University, Richmond, Va. 23298.

2. Harry G. Day, Sc. D., Professor Emeritus of Chemistry, Indiana University, Bloomington, Ind. 47401.

3. Samuel J. Fomon, M.D., Professor of Pediatrics, College of Medicine, University of Iowa, Iowa City, Iowa 52242.

4. Bert N. La Du, Jr., M.D., Ph. D., Professor and Chairman, Department of Pharmacology, University of Michigan Medical School, Medical Sciences, Room 6322, Ann Arbor, Mich. 48104.

5. John R. McCoy, V.M.D., Professor of Comparative Pathology, New Jersey College of Medicine and Dentistry, Rutgers Medical School, Box 101, Piscataway, N.J. 08854.

6. Gabriel L. Plaa, Ph. D., Professor and Chairman, Department of Pharmacology, Faculty of Medicine, University of Montreal, Case postale 6128, Montreal 101, Quebec, Canada.

7. Michael B. Shimkin, M.D., Professor of Community Medicine and Oncology, Department of Community Medicine, School of Medicine, University of California, San Diego, La Jolla, Calif. 92093.

8. Ralph G. H. Siu, Ph. D., Consultant, 4428 Albemarle Street NW., Washington, D.C. 20016.

9. John L. Wood, Ph. D., Distinguished Service Professor, Department of Biochemistry, University of Tennessee Medical Units, 894 Union Street, Room 210, Memphis, Tenn. 38101.

10. George W. Irving, Jr., Ph. D., Chairman, Life Sciences Research Office, Federation of American Societies for Experimental Biology, Bethesda, Md. 20014.

The Life Sciences Research Office plans to increase the size of the Select Committee working on this project to 11 members. Accordingly, notice is hereby provided for all interested parties to nominate additional qualified scientists, particularly those versed in nutritional biochemistry, to serve on the Select Committee. Nominations are invited from individuals and from consumer, industry, and professional organizations, and should be sent to Dr. Kenneth D. Fisher, Director, Life Sciences Research Office, Federation of American Societies for Experimental

Biology, 9650 Rockville Pike, Bethesda, Md. 20014.

Nominations must state that the person nominated is aware of the nomination, is interested in becoming involved in this effort, and appears to be free of conflict of interest. A complete curriculum vitae must be enclosed with each nomination. Nominations should be received by November 30, 1978.

Dated: October 26, 1978.

JOSEPH P. HILE,
Associate Commissioner
for Regulatory Affairs.

[FR Doc. 78-30664 Filed 10-30-78; 8:45 am]

[4110-03-M]

[Docket No. 78N-0368]

IMPROVING FDA REGULATIONS

Operation Common Sense Recodification Plan

AGENCY: Food and Drug Administration.

ACTION: Notice of availability.

SUMMARY: The Food and Drug Administration (FDA) announces the availability of its plan for reviewing and revising existing regulations under the Department of Health, Education, and Welfare's (HEW's) Operation Common Sense.

FOR FURTHER INFORMATION CONTACT:

Ronald J. Wylie, Compliance Regulations Policy Staff (HFC-10), Food and Drug Administration, Department of Health, Education, and Welfare, 5600 Fishers Lane, Rockville, Md. 20857, 301-443-3480.

SUPPLEMENTARY INFORMATION: In September 1977, anticipating the President's Executive Order No. 12044 on improving Government regulations, HEW initiated Operation Common Sense—a comprehensive program to simplify, shorten, and expedite the Department's regulations development process.

Notices published in the **FEDERAL REGISTER** to date that concern HEW's efforts to improve its regulations are as follows:

November 18, 1977, 42 FR 59555, Operation Common Sense.

March 24, 1978, 42 FR 12661, E.O. 12044.

May 30, 1978, 43 FR 23119, HEW response to Executive Order.

As part of Operation Common Sense, HEW has undertaken a 5-year program of reviewing and revising, as appropriate, all of its existing regulations.