

removed on January 1, 2005: (1) Whether cotton trouser imports from China are entering, or are expected to enter, the United States at prices that are substantially below prices of the like or directly competitive U.S. product, and whether those imports are likely to have a significant depressing or suppressing effect on domestic prices of the like or directly competitive U.S. product or are likely to increase demand for further imports from China; (2) Whether exports of Chinese-origin cotton trousers to the United States are likely to increase substantially and imminently (due to existing unused production capacity, due to capacity that can easily be shifted from the production of other products to the production of cotton trousers, or due to an imminent and substantial increase in production capacity or investment in production capacity), taking into account the availability of other markets to absorb any additional exports; (3) Whether Chinese-origin cotton trousers that are presently sold in the Chinese market or in third-country markets will be diverted to the U.S. market in the imminent future (for example, due to more favorable pricing in the U.S. market or to existing or imminent import restraints into third country markets); (4) The level and the extent of any recent change in inventories of cotton trousers in China or in U.S. bonded warehouses; (5) Whether conditions of the domestic industry of the like or directly competitive product demonstrate that market disruption is likely (as may be evident from any anticipated factory closures or decline in investment in the production of cotton trousers), and whether actual or anticipated imports of Chinese-origin cotton trousers are likely to affect the development and production efforts of the U.S. cotton trouser industry; and (6) Whether U.S. managers, retailers, purchasers, importers, or other market participants have recognized Chinese producers of cotton trousers as potential suppliers (for example, through pre-qualification procedures or framework agreements).

Comments may be submitted by any interested person. Comments must be received no later than December 3, 2004. Interested persons are invited to submit ten copies of such comments to the Chairman, Committee for the Implementation of Textile Agreements, Room 3001A, U.S. Department of Commerce, 14th and Constitution Avenue N.W., Washington, DC 20230.

The Committee will protect any business confidential information that is marked "business confidential" from disclosure to the full extent permitted by law. To the extent that business

confidential information is provided, two copies of a non-confidential version must also be provided in which business confidential information is summarized or, if necessary, deleted. Comments received, with the exception of information marked "business confidential", will be available for inspection between Monday - Friday, 8:30 a.m and 5:30 p.m in the Trade Reference and Assistance Center Help Desk, Suite 800M, USA Trade Information Center, Ronald Reagan Building, 1300 Pennsylvania Avenue, NW, Washington, DC, (202) 482-3433.

The Committee will make a determination within 60 calendar days of the close of the comment period as to whether the United States will request consultations with China. If the Committee is unable to make a determination within 60 calendar days, it will cause to be published a notice in the **Federal Register**, including the date by which it will make a determination. If the Committee makes a negative determination, it will cause this determination and the reasons therefore to be published in the Federal Register. If the Committee makes an affirmative determination that imports of Chinese origin cotton trousers threaten to disrupt the U.S. market, the United States will request consultations with China with a view to easing or avoiding the disruption.

James C. Leonard III,
Chairman, Committee for the Implementation of Textile Agreements.

[FR Doc. 04-24653 Filed 11-1-04; 1:31 pm]

BILLING CODE 3510-DS-S

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 05-C0003]

Dynacraft BSC, Inc., a Massachusetts Corporation, Formally Known as Dynacraft Industries, Inc., Provisional Acceptance of a Settlement Agreement and Order

AGENCY: Consumer Product Safety Commission.

ACTION: Notice.

SUMMARY: It is the policy of the Commission to publish settlements which it provisionally accepts under the Consumer Product Safety Act in the **Federal Register** in accordance with the terms of 16 CFR 1118.20. Published below is a provisionally-accepted Settlement Agreement with Dynacraft BSC, Inc., a Massachusetts corporation, formally known as Dynacraft Industries,

Inc., containing a civil penalty of \$1,400,000.

DATES: Any interested person may ask the Commission not to accept this agreement or otherwise comment on its contents by filing a written request with the Office of the Secretary by November 18, 2004.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 05-C0003, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

FOR FURTHER INFORMATION CONTACT: Dennis C. Kacoyanis, Trial Attorney, Office of Compliance, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504-7587.

SUPPLEMENTARY INFORMATION: The text of the Agreement and Order appears below.

Dated: October 28, 2004.

Todd A. Stevenson,
Secretary.

Settlement Agreement and Order

1. This Settlement Agreement is made by and between the staff ("the staff") of the U.S. Consumer Product Safety Commission ("the Commission") and Dynacraft BSC, Inc., formally known as Dynacraft Industries, Inc. ("Dynacraft" or "Respondent"), a corporation, in accordance with 16 CFR 1118.20 of the Commission's Procedures for Investigations, Inspections, and Inquiries under the Consumer Product Safety Act ("CPSA"). This Settlement Agreement and the incorporated attached Order settle the staff's allegations set forth below.

I. The Parties

2. The Commission is an independent federal regulatory agency responsible for the enforcement of the Consumer Product Safety Act, 15 U.S.C. 2051 *et seq.*

3. Dynacraft is a corporation organized and existing under the laws of the Commonwealth of Massachusetts with its principal corporate offices located at 2550 Kerner Boulevard, San Rafael, CA 94901. Dynacraft imports bicycle products from China for sale in the United States.

II. Allegations of the Staff

A. Vertical XL2 Mountain Bicycle

4. In July 1999, Respondent manufactured for nationwide distribution 3,562 Vertical XL2, 26" Mountain Bicycles, Model Number 8526-26. Respondent also manufactured

the JY906 bicycle fork ("fork") and incorporated it into these bicycles.

5. The bicycles described in paragraph 4 above are sold and/or are used by consumers in or around a permanent or temporary household or residence, a school, in recreation, or otherwise and are therefore, "consumer products" as defined in section 3(a)(1) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2052(a)(1). Respondent was a "manufacturer" of the bicycles described in paragraph 4, which were "distributed in commerce" as those terms are defined in sections 3(a)(4), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (11), and (12).

6. Some of the front suspension forks for these bicycles had defective welds that allegedly broke apart during normal and foreseeable use of the bicycles. The flaws in these forks are "defects" under section 15 of the CPSA, 15 U.S.C. 2064.

7. If the fork breaks during use, it may cause the rider to lose control, fall and suffer serious injuries such as facial abrasions, concussions, other head injuries, chipped or lost teeth, broken bones, and lacerations requiring sutures. Death is also possible.

8. On or about February 29, 2000, Respondent announced the recall of 19,000 Vertical XL2 Bicycles, Model No. 8526-26 with a manufacturing date of October 11, 1999. At the time, the firm was aware of at least two failures of the bicycles with a manufacturing date of July 1999, but did not provide that information to the Commission staff. In the staff's letter of February 14, 2000 accepting Respondent's corrective action plan, the staff said, "If the firm [Respondent] receives or learns of any information concerning other incidents or injuries, or information affecting the scope, prevalence or seriousness of the reported problem, it must report to [the Office of Compliance] immediately."

9. Between January 2000 and July 2000, Respondent received five incident reports involving Vertical XL2, Model 8526-26 bicycles' forks allegedly breaking part during normal and foreseeable use of the bicycles, causing riders to lose control and fall to the ground. These bicycles had a manufacturing date of July 1999. Dynacraft knew about injuries including broken and lost teeth, fractures, and lacerations requiring sutures. Dynacraft did not report this pattern of defect to the Commission until on or about July 26, 2000.

10. Before July 26, 2000, Dynacraft had obtained information which reasonably supported the conclusion that the bicycles' forks described in paragraph 4 above contained a defect which could create a substantial

product hazard or created an unreasonable risk of serious injury or death, but failed to report such information in a timely manner to the Commission as required by sections 15(b)(2) and (3) of the CPSA, 15 U.S.C. 2064(b) and (c).

11. By failing to provide the information to the Commission in a timely manner as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), Dynacraft violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

12. Dynacraft committed this failure to timely report to the Commission "knowingly" as the term "knowingly" is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d), thus, subjecting Dynacraft to civil penalties under section 20 of the CPSA, 15 U.S.C. 2069.

B. Magna Electroshock Mountain Bicycle

13. Between July 1999 and October 1999, Respondent manufactured for nationwide distribution 21,888 Magna Electroshock 24" and 26" Mountain Bicycles, Model Numbers 8504-90, 8504-96, 8548-78, and 8548-94. Respondent also manufactured the JY906 fork ("fork") and incorporated it into these bicycles.

14. The bicycles described in paragraph 13 above were sold to and/or are used by consumers in or around a permanent or temporary household or residence, a school, in recreation, or otherwise and are, therefore, "consumer products" as defined in section 3(a)(1) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2052(a)(1). Respondent was a "manufacturer" of the bicycles described in paragraph 13, which were "distributed in commerce" as those terms are defined in sections 3(a)(4), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (11), and (12).

15. Some of the bicycles manufactured from July 1999 through October 1999 had forks that were allegedly not properly welded and could break apart during normal and reasonably foreseeable use of the bicycles. These flaws in the forks constituted "defects" within the meaning of section 15 of the CPSA, 15 U.S.C. 2064.

16. If the fork breaks during use, it could cause the rider to lose control, fall and suffer injuries such as facial abrasions, concussions, other head injuries, broken or lost teeth, broken bones, and lacerations requiring sutures. Death is also possible.

17. Between January 8, 2000 and August 4, 2000, the date of Dynacraft's report to the Commission, Dynacraft had received 35 reports alleging that the Magna Electroshock, Model Nos. 8504-

90, 8504-96, 8548-78, and 8548-94 bicycles' forks had broken apart during normal and foreseeable use of the bicycles, causing riders to lose control and fall to the ground. The manufacturing dates of the bicycles ranged from July 1999 to October 1999. Respondent had learned of several injuries in these incidents including concussions, fractures, abrasions, back strain, and chipped and lost teeth.

18. In each of the instances described in paragraphs 13 through 17 above, Dynacraft obtained information which reasonably supported the conclusion that the bicycles' forks described above contained a defect which would create a substantial product hazard or created an unreasonable risk of serious injury or death, but failed to report such information in a timely manner to the Commission as required by sections 15(b)(2) and (3) of the CPSA, 15 U.S.C. 2064(b) and (c).

19. By failing to provide the information to the Commission in a timely manner as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), Dynacraft violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

20. Dynacraft committed this failure to timely report to the Commission "knowingly" as the term "knowingly" is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d), thus, subjecting Dynacraft to civil penalties under section 20 of the CPSA, 15 U.S.C. 2069.

C. Next Shockzone Mountain Bicycle

21. From September 1999 through March 2001, Dynacraft manufactured for nationwide distribution about 38,000 Next Shockzone 20" Boys' Mountain Bicycles, Model Number 8536-33. The bicycle's color was orange. Respondent also manufactured the JY906 fork ("fork") and incorporated it into these bicycles.

22. The bicycles described in paragraph 21 above were sold to and/or are used by consumers in or around a permanent or temporary household or residence, a school, in recreation, or otherwise, and are, therefore, "consumer products" as defined in section 3(a)(1) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2052(a)(1). Respondent was a "manufacturer" of the bicycles described in paragraph 21, which were "distributed in commerce" as those terms are defined in sections 3(a)(4), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (11), and (12).

23. Some of the forks of these bicycles could break apart during normal and reasonably foreseeable use of the bicycles. The flaws in the forks constitute "defects" under section 15 of the CPSA, 15 U.S.C. 2064.

24. If the fork breaks during use, it could cause a rider to lose control, fall, and suffer serious injuries such as facial abrasions, concussions, other head injuries, broken or lost teeth, broken bones, and lacerations requiring sutures. Death is also possible.

25. Between March and September 2000—the time Dynacraft was formulating its corrective action plan to expand its recall of the Vertical XL2 bicycles and its Magna Electroshock bicycles—Dynacraft learned of 19 incident reports alleging fork breakage during normal and reasonably foreseeable use of its Next Shockzone Bicycle, Model No. 8536–33, causing riders to lose control and fall to the ground. Dynacraft also learned about fractures, lacerations requiring sutures, and broken or lost teeth.

26. Between September 2000 and March 16, 2001, the date Dynacraft reported to the Commission, Dynacraft received an additional 12 reports alleging fork breakage involving its Next Shockzone bicycle. By the time Dynacraft reported to the Commission, Dynacraft had received at least 31 incident reports alleging the Next Shockzone's, Model No. 8536–33 bicycles' forks breaking apart during normal and reasonably foreseeable use of the bicycles, causing riders to lose control and fall to the ground. Injuries alleged and known to Dynacraft included a blood clot to the brain, fractures, lacerations requiring sutures, and chipped teeth.

27. In each of the instances described in paragraphs 21 through 26 above, Dynacraft obtained information which reasonably supported the conclusion that the bicycles' forks contained a defect which could create a substantial product hazard or created an unreasonable risk of serious injury or death, but failed to report such information in a timely manner to the Commission as required by sections 15(b)(2) and (3) of the CPSA, 15 U.S.C. 2064(b) and (c).

28. By failing to provide the information to the Commission in a timely manner as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), Dynacraft violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

29. Dynacraft committed this failure to timely report to the Commission “knowingly” as the term “knowingly” is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d), thus, subjecting Dynacraft to civil penalties under section 20 of the CPSA, 15 U.S.C. 2069.

D. Next Ultra Shock Mountain Bicycle

30. Between September 1999 and March 2001, Respondent manufactured

for nationwide distribution about 132,000 Next Ultra Shock Mountain Bicycles. Respondent also manufactured the Ballistic 105 bicycle fork (“fork”) and incorporated it into these bicycles.

31. The bicycles described in paragraph 30 were sold to and/or are used by consumers in or around a permanent or temporary household or residence, a school, in recreation, or otherwise, and are, therefore, “consumer products” as defined in section 3(a)(1) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2052(a)(1). Respondent was a “manufacturer” of the bicycles described in paragraph 30, which were “distributed in commerce” as those terms are defined in sections 3(a)(4), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (11), and (12).

32. Some of the forks of these bicycles could break apart during normal and reasonably foreseeable use of the bicycles. The flaws in the forks constitute “defects” under section 15 of the CPSA, 15 U.S.C. 2064.

33. If the fork breaks during use, it could cause a rider to lose control, fall and suffer serious injuries such as facial abrasions, concussions, other head injuries, damaged teeth, broken bones, and lacerations requiring sutures. Death was also possible.

34. Between November 1999 and November 2001, Respondent received 21 incident reports alleging the Next Ultra Shock bicycles' forks breaking apart during normal and foreseeable use of the bicycles, causing riders to lose control and fall to the ground. Injuries known to Dynacraft included abrasions, concussions, and chipped teeth.

35. Dynacraft did not report to the Commission until March 18, 2002 about the defect and incidents regarding the Next Ultra Shock bicycles' forks. When it did report, it did not disclose that one of the incidents allegedly had resulted in the death of the rider.

36. In each of the instances described in paragraphs 30 through 35 above, Dynacraft obtained information which reasonably supported the conclusion that the bicycles' forks described in paragraph 30 above contained a defect which could create a substantial product hazard or created an unreasonable risk of serious injury or death, but failed to report such information in a timely manner to the Commission as required by sections 15(b)(2) and (3) of the CPSA, 15 U.S.C. 2064(b)(2) and (3).

37. By failing to provide the information to the Commission in a timely manner as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), Dynacraft violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

38. Dynacraft committed this failure to timely report to the Commission “knowingly” as the term “knowingly” is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d), thus, subjecting Dynacraft to civil penalties under section 20 of the CPSA, 15 U.S.C. 2069.

E. Magna Equator Mountain Bicycle

39. Between December 1999, and May 31, 2000, Dynacraft manufactured for nationwide distribution about 54,000 Magna Equator Mountain Bicycles, Model Nos. 8547–19 and 8546–84.

40. The bicycles described in paragraph 39 above are sold to and/or are used by consumers in or around a permanent or temporary household or residence, a school, in recreation, or otherwise, and are, therefore, “consumer products” as defined in section 3(a)(1) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2052(a)(1). Respondent was a “manufacturer” of the bicycles described in paragraph 39 above, which were “distributed in commerce” as those terms are defined in sections 3(a)(4), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (11), and (12).

41. Some of the pedals of the bicycles are defective because improper drilling and tapping of the holes caused the pedals to loosen and fall off, causing riders to lose control, fall to the ground, and suffer serious injuries such as concussions, chest trauma, broken bones, sprains, abrasions, lacerations requiring sutures, and muscle strains. Thus, the flaws in the pedals constitute “defects” under section 15 of the CPSA, 15 U.S.C. 2064.

42. Between December 1999 and June 2000, Dynacraft received about six incident reports alleging the Magna Equator's bicycle pedals falling off during normal and reasonably foreseeable use of the bicycles, causing riders to lose control and fall to the ground. Injuries known to Dynacraft include concussions, broken bones, sprains, abrasions, lacerations requiring sutures, and muscle strains.

43. On or about June 13, 2000, a retailer of the bicycles faxed an engineering report the retailer had commissioned to Dynacraft. The engineering report concluded that premature loosening of the bicycle's pedals was attributable to manufacturing defects in the pedal cranks associated with those pedals. Dynacraft did not report to the Commission at that time.

44. By the time Dynacraft reported to the Commission in April 2001, Dynacraft had learned of at least 31 incident reports alleging the bicycles' pedals falling off.

45. In each of the instances described in paragraph 39 through 44 above, Dynacraft obtained information which reasonably supported the conclusion that the bicycles' pedals contained a defect which could create a substantial product hazard or created an unreasonable risk of serious injury or death, but failed to report such information in a timely manner to the Commission as required by sections 15(b)(2) and (3) of the CPSA, 15 U.S.C. 2064(b) and (3).

46. By failing to provide the information to the Commission in a timely manner as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), Dynacraft violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

47. Dynacraft committed this failure to timely report to the Commission "knowingly" as the term "knowingly" is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d), thus, subjecting Dynacraft to civil penalties under section 20 of the CPSA, 15 U.S.C. 2069.

III. Dynacraft's Response

48. Dynacraft denies the staff's allegations of bicycle defects and that it violated the CPSA as set forth in paragraphs 4 through 47 above.

49. Dynacraft asserts that it is the importer and distributor of the bicycles and all incorporated parts referenced in the allegations above.

50. Dynacraft denies the allegations of the Staff that the Vertical XL2, Magna Electroshock, Next Shockzone, Next Ultra Shock, and Magna Equator bicycles contain or contained a defect or defects which could create a substantial product hazard or create an unreasonable risk of serious injury or death.

51. Dynacraft denies that it obtained information that reasonably supported the conclusion that its bicycles identified above might have contained a defect or defects which could create a substantial product hazard or creates an unreasonable risk of serious injury or death, or that Dynacraft failed to report in a timely manner in violation of the reporting requirements of section 15(b) of the CPSA. Dynacraft further denies that it violated section 19(a) of the CPSA in relation to the bicycles mentioned above and that its failure to timely report to the Commission "knowingly" subjected it to civil penalties under section 20 of the CPSA.

52. Dynacraft denies the casual link alleged in paragraph 35 between a rider's death and the Next Ultra Shock or any other Dynacraft product.

53. Dynacraft enters this Settlement Agreement and Order for settlement purposes only, to avoid incurring

additional legal costs and expenses. In settling this matter, Dynacraft does not admit any fault, liability, or statutory or regulatory violation, and this Agreement and Order do not constitute nor are they evidence of any fault or wrongdoing on the part of Dynacraft.

54. Notwithstanding its denial that the bicycles contained defects or created an unreasonable risk of serious injury or death, Dynacraft, nevertheless, launched appropriate and timely recalls and cooperated with the Staff in recalling the products.

55. Dynacraft further asserts as a general matter that it received very few complaints concerning the above-mentioned products relative to the numbers of products in distribution; that it implemented product improvements to address the complaints on the bicycles in question; that it considered the complaints and the reporting requirements of the CPSA; and that it made its judgments, about reporting in good faith based on its understanding of the requirements of the law and that it did not "knowingly" violate any reporting requirements.

56. Dynacraft denies that any of its bicycles have caused any injuries and does not admit to the truth of any claims or other matters alleged or otherwise stated by the Commission or any other person with respect to its bicycles. Nothing contained in this Agreement and Order precludes Dynacraft from raising any defense in any future litigation.

IV. Agreement of the Parties

57. The Consumer Product Safety Commission has jurisdiction over this matter and over Dynacraft under the Consumer Product Safety Act, 15 U.S.C. 2051 *et seq.*

58. This Agreement is entered into for settlement purposes only and does not constitute an admission by Dynacraft or a determination by the Commission that the products referenced in paragraphs 4 through 47 contain or contained a defect or defects which could create a substantial product hazard or create an unreasonable risk of serious injury or death, or that Dynacraft knowingly violated the CPSA's reporting requirement.

59. In settlement of the staff's allegations, Dynacraft agrees to pay a civil penalty in the amount of one million, four hundred thousand dollars (\$1,400,000.00) as set forth in the incorporated Order.

60. This Settlement Agreement and Order settle all outstanding issues against Dynacraft relating to the staff's allegations set forth in paragraphs 4 through 47 above.

61. Upon final acceptance of this Agreement by the Commission and issuance of the Final Order, Respondent knowingly, voluntarily, and completely waives any rights it may have in this matter to (a) an administrative or judicial hearing, (b) to judicial review or other challenge or contest of the validity of the Commission's actions, (c) to a determination by the Commission as to whether Respondent failed to comply with the CPSA and the underlying regulations, (d) to a statement of findings of fact and conclusions of law, and (e) to any claims under the Equal Access to Justice Act.

62. Upon provisional acceptance of this Agreement by the Commission, this Agreement shall be placed on the public record and shall be published in the **Federal Register** in accordance with the procedures set forth in 16 CFR § 1118.20(e). If the Commission does not receive any written objections within 15 days, the Agreement will be deemed finally accepted on the 16th day after the date it is published in the **Federal Register**.

63. The Commission may publicize the terms of the Settlement Agreement and Order.

64. The Commission's Order in this matter is issued under the provisions of the CPSA, 15 U.S.C. 2051 *et seq.*, and that a violation of this Order may subject Dynacraft to appropriate legal action.

65. This Settlement Agreement may be used in interpreting the Order. Agreements, understandings, representations, or interpretations apart from those contained in this Settlement Agreement and Order may not be used to vary or contradict its terms.

66. The provisions of this Settlement Agreement and Order shall apply to Dynacraft and each of its successors and assigns.

Respondent, Dynacraft BSC, Inc.

Dated: October 5, 2004.

Jerome A. Berman,
President.

Dynacraft BSC, Inc., 2550 Kerner Road, San Rafael, CA 94901.

Dated: October 7, 2004.

Daniel C. Schwartz, Esquire
Jill M. Zucker, Esquire
Brooke E. Geller, Esquire

Attorneys for Respondent, Dynacraft BSC, Inc.

Bryan Cave, LLP, 700 Thirteenth Street, NW., Washington, DC 20005-3960.

Commission Staff

Nicholas V. Machica,

Acting Assistant Executive Director.

Office of Compliance, Consumer Product Safety Commission, Washington, DC 20207-0001.

Eric L. Stone,
Legal Division, Office of Compliance.
Dated: October 12, 2004.
Dennis C. Kacoyanis,
Trial Attorney.
Legal Division, Office of Compliance.

Order

Upon consideration of the Settlement Agreement entered into between Dynacraft BSC, Inc., a Massachusetts corporation, formally known as Dynacraft Industries, Inc., ("Dynacraft" or "Respondent") and the staff of the Consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and Dynacraft; and it appearing that the Settlement Agreement and Order is in the public interest, it is

Ordered that the Settlement Agreement be, and hereby, is accepted; and it is

Further Ordered that upon final acceptance of the Settlement Agreement and Order, Dynacraft shall pay to the Commission a civil penalty in the amount of One Million, Four Hundred Thousand Dollars (\$1,400,000.00) in four (4) payments each. Payment shall be made upon the following schedule: The first payment of \$350,000 shall be made within twenty (20) days after service upon Respondent of this Final Order of the Commission. The second payment of \$350,000 shall be made within 110 days of service of the Final Order, the third payment of \$350,000 shall be made within 200 days of service of the Final Order, and the fourth payment of \$350,000 shall be made within 365 days of the date of service of the Final Order. Upon the failure by Dynacraft to make a payment or upon the making of a late payment by Dynacraft, (a) the entire amount of the civil penalty shall be due and payable, and (b) interest on the outstanding balance shall accrue and be paid at the federal legal rate of interest under the provisions of 28 U.S.C. §§ 1961(a) and (b).

Provisionally accepted and Provisional Order issued on the 28th day of October, 2004.

By Order of the Commission.

Todd A. Stevenson,

Secretary, Consumer Product Safety Commission.

[FR Doc. 04-24580 Filed 11-2-04; 8:45 am]

BILLING CODE 6355-01-M

DEPARTMENT OF DEFENSE

Office of the Secretary of Defense

DOD Advisory Group on Electron Devices; Notice of Meeting

AGENCY: Department of Defense, Advisory Group on Electron Devices.

ACTION: Notice.

SUMMARY: The DoD Advisory Group on Electron Devices (AGED) announces a closed session meeting.

DATES: The meeting will be held at 0830, Tuesday, November 16, 2004.

ADDRESSES: The meeting will be held at Palisades Institute for Research Services, 241 18 Street, Suite 500, Arlington, VA 22202.

FOR FURTHER INFORMATION CONTACT: Mr. Eric Carr, AGED Secretariat, 1745 Jefferson Davis Highway, Crystal Square Four, Suite 500, Arlington, Virginia 22202.

SUPPLEMENTARY INFORMATION: The mission of the Advisory Group is to provide advice to the Under Secretary of Defense for Acquisition, Technology and Logistics to the Director of Defense Research and Engineering (DDR&E), and through the DDR&E to the Director, Defense Advanced Research Projects Agency and the Military Departments in planning and managing an effective and economical research and development program in the area of electron devices.

The AGED meeting will be limited to review of research and development programs which the Military Departments propose to initiate with industry, universities or in their laboratories. The agenda for this meeting will include programs on microwave technology, microelectronics, electro-optics, and electronics materials.

In accordance with Section 10(d) of Public Law No. 92-463, as amended, (5 U.S.C. App. § 10(d)), it has been determined that this Advisory Group meeting concerns matters listed in 5 U.S.C. 552b(c)(1), and that accordingly, this meeting will be closed to the public.

Dated: October 25, 2004.

Jeannette Owings-Ballard,

OSD Federal Register Liaison Officer, Department of Defense.

[FR Doc. 04-24474 Filed 11-2-04; 8:45 am]

BILLING CODE 5001-06-M

DEPARTMENT OF DEFENSE

Office of the Secretary

Defense Science Board

AGENCY: Department of Defense.

ACTION: Notice of Advisory Committee Meeting Cancellations.

SUMMARY: The Defense Science Board Task Force on Identification Technologies of the Future meeting scheduled for November 4-5, 2004, has been canceled.

Dated: October 28, 2004.

Jeannette Owings-Ballard,

OSD Federal Register Liaison Officer, Department of Defense.

[FR Doc. 04-24471 Filed 11-2-04; 8:45 am]

BILLING CODE 5001-06-P

DEPARTMENT OF DEFENSE

Office of the Secretary; Membership of the Office of the Secretary of Defense; Performance Review Board

AGENCY: Department of Defense.

ACTION: Notice.

This notice announces the appointment of the members of the Performance Review Board (PRB) of the Office of the Secretary of Defense, the Joint staff, the U.S. Mission to the North Atlantic Treaty Organization, the Defense Advance Research Projects Agency, the Defense Commissary Agency, the Defense Security Service, the Defense Security Assistance Agency, the Missile Defense Agency, the Defense Field Activities and the U.S. Court of Appeals of the Armed Forces. The publication of PRB membership is required by 5 U.S.C. 4314(c)(4).

The Performance Review Board (PRB) provides fair and impartial review of Senior Executive Service performance appraisals and makes recommendations regarding performance ratings and performance awards to the Secretary of Defense.

EFFECTIVE DATE: October 1, 2004.

FOR FURTHER INFORMATION CONTACT: Sandra Burrell, Executive and Political Personnel Division, Directorate for Personnel and Security, Washington Headquarters Services, Office of the Secretary of Defense, Department of Defense, The Pentagon, (703) 693-8347.

SUPPLEMENTARY INFORMATION: In accordance with 5 U.S.C. 4314(c)(4), the following executives are appointed to the office of the Secretary of Defense PRB: specific PRB panel assignments will be made from this group. Executives listed will serve a one-year