

the reviewed sales by the total entered value of those reviewed sales. We will direct Customs to assess the resulting percentage margin against the entered customs values for the subject merchandise on each of the entries during the review period (see 19 CFR 351.212(a)).

This notice serves as a final reminder to importers of their responsibility under 19 CFR 351.402(f) to file a certificate regarding the reimbursement of antidumping duties prior to liquidation of the relevant entries during this review period. Failure to comply with this requirement could result in the Secretary's presumption that reimbursement of antidumping duties occurred and the subsequent assessment of double antidumping duties.

#### Cash-Deposit Requirements

As discussed in the Decision Memorandum, we have determined that it is appropriate to require a per-unit cash-deposit amount for entries of subject merchandise produced or exported by CEMEX/GCCC. The following deposit requirements shall be effective upon publication of this notice of final results of administrative review for all shipments of gray portland cement and clinker from Mexico, entered, or withdrawn from warehouse, for consumption on or after the publication date, as provided for by section 751(a)(1) of the Act: (1) the cash-deposit amount for CEMEX/GCCC will be \$61.60 per metric ton; (2) for previously investigated or reviewed companies not listed above, the cash-deposit rate will continue to be the company-specific rate published for the most recent period; (3) if the exporter is not a firm covered in this or any previous reviews or the original less-than-fair-value (LTFV) investigation but the manufacturer is, the cash-deposit rate will be the rate established for the most recent period for the manufacturer of the merchandise; and (4) the cash-deposit rate for all other manufacturers or exporters will continue to be 61.85 percent, which was the "all others" rate in the LTFV investigation. See *Final Determination of Sales at Less Than Fair Value: Gray Portland Cement and Clinker from Mexico*, 55 FR 29244 (July 18, 1990). The deposit requirements shall remain in effect until publication of the final results of the next administrative review.

This notice serves as a reminder to parties subject to administrative protective order (APO) of their responsibility concerning the disposition of proprietary information disclosed under APO in accordance

with 19 CFR 351.305. Timely notification of return/destruction of APO materials or conversion to judicial protective order is hereby requested. Failure to comply with the regulations and the terms of an APO is a sanctionable violation.

These final results of administrative review and notice are issued and published in accordance with sections 751(a)(1) and 777(i)(1) of the Act and 19 CFR 351.210(c).

Dated: September 9, 2003.

**Joseph A. Spetrini,**

*Acting Assistant Secretary for Import Administration.*

#### Appendix Issues in the Decision Memorandum

1. Revocation
2. Sales-Below-Cost Test
3. Arm's-Length Test
4. Regional Assessment
5. Bag vs. Bulk
6. Adverse Facts Available
7. Swap Sales
8. Difference-in-Merchandise Adjustment
9. Selling Expenses
10. Cash Deposits
11. Interest Rate for Credit Expenses
12. Ministerial Errors

[FR Doc. 03-23619 Filed 9-15-03; 8:45 am]

BILLING CODE 3510-DS-S

#### DEPARTMENT OF COMMERCE

##### National Oceanic and Atmospheric Administration

##### Notice of Designation of the San Francisco Bay National Estuarine Research Reserve, California

**AGENCY:** Estuarine Reserves Division, Office of Ocean and Coastal Resource Management, National Ocean Service, National Oceanic and Atmospheric Administration, Department of Commerce.

**ACTION:** Notice of designation.

**SUMMARY:** Notice is hereby given that the National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce, has designated certain lands and waters of San Francisco Bay in California as the San Francisco Bay National Estuarine Research Reserve.

On August 27, 2003, Vice Admiral Conrad C. Lautenbacher, Under Secretary for Oceans and Atmosphere, signed findings designating the San Francisco Bay National Estuarine Research Reserve in California pursuant to Section 315 of the Coastal Zone Management Act of 1972, as amended,

16 U.S.C. 1461, and its implementing regulations at 15 CFR part 921. The State of California Coastal Zone Management Program has certified that the Reserve designation is consistent to the maximum extent practicable with its program. A copy of the official Record of Decision is available for public review from NOAA's Office of Ocean and Coastal Resource Management at the address below.

#### FOR FURTHER INFORMATION CONTACT:

Nina Garfield at (301) 713-3155, extension 171, Estuarine Reserves Division, Office of Ocean and Coastal Resource Management, National Ocean Service, NOAA, 1305 East West Highway, N/ORM5, Silver Spring, Maryland 20910.

Dated: September 9, 2003.

**Jamison S. Hawkins,**

*Deputy Assistant Administrator, Ocean Services and Coastal Zone Management, National Oceanic and Atmospheric Administration.*

[FR Doc. 03-23539 Filed 9-15-03; 8:45 am]

BILLING CODE 3510-08-P

#### CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 03-C0003]

##### Brunswick Corp., 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 118.20. Published below is a provisionally-accepted Settlement Agreement with Brunswick Corporation, containing a civil penalty of \$1,000,000.00.

**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 October 1, 2003.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 03-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: September 11, 2003.

**Todd A. Stevenson,**  
*Secretary.*

### **Settlement Agreement and Order**

1. This Settlement Agreement is made by and between the staff ("staff") of the U.S. Consumer Product Safety Commission ("the Commission") and Brunswick Corporation ("Brunswick" 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 settles 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. Brunswick is a corporation organized and existing under the laws of the State of Delaware with its principal corporate offices located at 1 North Field Court, Lake Forest, IL 60045.

#### **II. Allegations of the Staff**

4. Between June 1998 and June 2000, Brunswick manufactured and distributed nationwide approximately 40,000 Mongoose and Roadmaster bicycles. By Us International Corporation, a Taiwanese corporation, manufactured the Ballistic 105 fork ("fork") that was welded onto these bicycles.

5. The Mongoose and Roadmaster bicycles are sold to and/or are used by consumers for use 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" and "distributor" of the Mongoose and Roadmaster bicycles, which were "distributed in commerce" as those terms are defined in sections 3(a)(4), (5), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (5), (11), and (12).

6. The forks of these bicycles are defective because they can break apart during normal and foreseeable use of the bicycles, causing riders to lose control, fall and suffer serious injuries such as facial abrasions, dental trauma, broken bones, and lacerations requiring sutures.

7. Between September 1998 and September 1999, Brunswick received at least 14 incident reports involving the 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 Brunswick included broken and lost teeth, broken bones, jaw fractures, abrasions, concussions, and lacerations requiring sutures.

8. In September 1999, Brunswick concluded that there might be a problem with the bicycles' forks.

9. In October 1999, Brunswick asked By Us to determine the scope of a recall and met with the president of By Us on November 18, 1999. At the meeting By Us told Brunswick that one of its subcontractors, Akisu Machinery Company, Ltd. ("Akisu"), had improperly welded the forks onto the bicycles. Brunswick reported to the Commission on November 19, 1999, about the bicycles' forks breaking apart.

10. By the time Brunswick reported to the Commission on November 19, 1999, Brunswick had knowledge of at least 19 incident reports involving the bicycles' forks breaking apart.

11. In July 2000, two months after the commencement of the recall, Brunswick obtained at least six additional incident reports involving the bicycles' forks breaking apart. The serial numbers of these forks were outside the range of bicycles recalled. By August 2000, Brunswick knew of another three incident reports involving the bicycles' forks breaking apart. The serial numbers of these forks also fell outside the range of bicycles recalled.

12. In August 2000, By Us gave Brunswick the serial numbers of all forks manufactured by its subcontractor, Akisu. The serial numbers of these forks included bicycles outside the range of those Brunswick had recalled.

13. Brunswick did not report to the Commission until October 30, 2000, about the defect in forks on bicycles outside the scope of the recall.

14. In each of the instances described in paragraphs 4 through 13 above, Brunswick 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)(2) and (3).

15. 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), Brunswick violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

16. Brunswick 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 Brunswick to civil penalties under section 20 of the CPSA, 15 U.S.C. 2069.

#### **III. Brunswick's Response**

17. Brunswick denies the staff's allegations that it violated the CPSA as set forth in paragraphs 14 through 16 above.

#### **IV. Agreement of the Parties**

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

19. This Agreement is entered into for settlement purposes only and does not constitute an admission by Brunswick or a determination by the Commission that Brunswick knowingly violated the CPSA's Reporting Requirement.

20. In settlement of the staff's allegations, Brunswick agrees to pay a civil penalty in the amount of one million and 00/100 dollars (\$1,000,000.00) as set forth in the incorporated Order.

21. 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 (1) to an administrative or judicial hearing, (2) to judicial review or other challenge or contest of the validity of the Commission's actions, (3) to a determination by the Commission as to whether Respondent failed to comply with the CPSA and the underlying regulations, (4) to a statement of findings of fact and conclusions of law, and (5) to any claims under the Equal Access to Justice Act.

22. 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**.

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

24. 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 Brunswick to appropriate legal action.

25. 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.

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

Respondent, Brunswick Corporation.

Dated: May 20, 2003.

**Lloyd W. Chatfield, II,**

*Assistant Secretary, Brunswick Corporation,  
1 North Field Court, Lake Forest, IL 60045.*

Dated: May 27, 2003.

**Erika Z. Jones,**

*Mayer, Brown, Rowe & Maw, 1900 K Street,  
NW., Washington, DC.*

Commission Staff.

**Alan H. Schoem,**

*Assistant Executive Director, Office of  
Compliance, Consumer Product Safety  
Commission, Washington, DC 20207-0001.*

**Eric L. Stone,**

*Director, Legal Division, Office of  
Compliance.*

Dated: May 28, 2003.

**Dennis C. Kacoyanis,**

*Trial Attorney, Legal Division, Office of  
Compliance.*

## Order

Upon consideration of the Settlement Agreement entered into between Respondent Brunswick Corporation, and the staff of the Consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and Brunswick Corporation; 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, Brunswick Corporation shall pay to the Commission a civil penalty in the amount of *One Million and 00/100 Dollars* (\$1,000,000.00) within twenty (20) days after service upon Respondent of this Final Order of the Commission.

Provisionally accepted and Provisional Order issued on the 11th day of September, 2003.

By Order of the Commission.

**Todd A. Stevenson,**

*Secretary, Consumer Product Safety  
Commission.*

[FR Doc. 03-23617 Filed 9-15-03; 8:45 am]

BILLING CODE 6355-01-M

## CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 03-C0002]

### Murray, Inc., a Corporation, 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 C.F.R. 1118.20. Published below is a provisionally-accepted Settlement Agreement with Murray, Inc., a corporation, containing a civil penalty of \$375,000.00.

**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 October 1, 2003.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 03-C0002, 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: September 11, 2003.

**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 Murray, Inc. ("Murray" 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 settles 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. Murray is a corporation organized and existing under the laws of the State of Tennessee with its principal corporate offices located in Brentwood, Tennessee.

#### II. Allegations of the Staff

##### A. Rear-Engine Riding Lawnmower

4. Between January 1995 and January 2002, Murray manufactured and distributed nationwide approximately 89,500 rear-engine riding lawnmowers, model numbers 30560, 30565, 30577x7, 502.256210, 536.270211, 536.270212, 30560x7, 30577x8, 502.256220, MOM611115A59, 30560x60, 60575x8, 30577x31, 502.270210, MOM6115A89, 30560x99, 30575x31, 502.251250, and 502.270211.

5. The rear-engine riding lawnmowers are sold to consumers for use in or around a permanent or temporary household or residence and are, therefore, "consumer products" as defined in section 3(a)(1)(i) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2052(a)(1)(i). Respondent is a "manufacturer" and "distributor" of the rear-engine riding lawnmowers, which were "distributed in commerce" as those terms are defined in sections 3(a)(4), (5), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (5), (11), and (12).

6. The rear-engine riding lawnmowers' fuel tanks can crack and leak fuel and the leaking fuel can ignite, posing a burn or fire hazard to consumers.

7. In the fall 2000, one of Murray's retail customers told Murray that it had replaced four or five fuel tanks on rear-engine riding lawnmowers because of complaints of fuel leakage.

8. Murray asked the two manufacturers of the fuel tanks to compile and to review all engineering and manufacturing data regarding the fuel tanks. Murray never followed through on its request to the two manufacturers of the fuel tanks for the engineering and manufacturing data regarding the fuel tanks.

9. By December 2000, Respondent had retrieved five fuel tanks for which consumers alleged a fuel leak. Respondent's evaluation of these fuel tanks indicated fuel leakage.

10. In February 2001, one of Murray's retail customers directed a consumer complaint to Murray. In its communication, the retail customer told Murray of its legal obligation under section 15(b) of the CPSA to report to the Commission if it found that the rear-engine riding lawnmower contained a defect which could create a substantial product hazard.

11. In September 2001, one of Respondent's retail customers directed