

K.S. Trading and each of its successors and assigns.

22. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject those referenced in paragraph 21 above to appropriate legal action.

23. The Agreement may be used in interpreting the Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and the Order may not be used to vary or contradict their terms. The Agreement shall not be waived, amended, modified, or otherwise altered without written agreement thereto executed by the party against whom such waiver, amendment, modification, or alteration is sought to be enforced.

24. If any provision of the Agreement and the Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Agreement and the Order, such provision shall be fully severable. The balance of the Agreement and the Order shall remain in full force and effect, unless the Commission and K.S. Trading agree that severing the provision materially affects the purpose of the Agreement and the Order.

K.S. Trading Corporation

Dated: July 14, 2009.

Shin Auk Kang,
President and Chief Executive Officer, K.S.
Trading Corporation,
75 Knickerbocker Road, Moonachie, NJ
07074.

Dated: July 20, 2009.

Jay R. McDaniel, Esquire,
Counsel for Respondent K.S. Trading
Corporation, McDaniel & Chusid, LLP,
54 Main Street, Hackensack, NJ 07601-7007.
U.S. Consumer Product Safety Commission.

Cheryl A. Falvey,
General Counsel.

Ronald G. Yelenik,
Assistant General Counsel, Office of the
General Counsel.

Dated: July 21, 2009.

Dennis C. Kacoyanis,
Trial Attorney, Division of Compliance,
Office of the General Counsel.

Order

Upon consideration of the Settlement Agreement entered into between K.S. Trading Corporation ("K.S. Trading") and the U.S. Consumer Product Safety Commission ("Commission") staff, and the Commission having jurisdiction over the subject matter and over K.S. Trading, and it appearing that the Settlement Agreement and the Order are in the public interest, it is

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

Further ordered, that K.S. Trading shall pay a civil penalty in the amount of thirty-five thousand dollars (\$35,000.00) within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be by check payable to the order of the United States Treasury. Upon the failure of K.S. Trading to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by K.S. Trading at the Federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b).

Provisionally accepted and provisional Order issued on the 4th day of September 2009.

By order of the Commission.
Todd A. Stevenson,
Secretary, U.S. Consumer Product Safety
Commission.

[FR Doc. E9-22398 Filed 9-16-09; 8:45 am]

BILLING CODE 6355-01-P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 09-C0035]

Maran, 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(e). Published below is a provisionally accepted Settlement Agreement with Maran, Inc., containing a civil penalty of \$50,000.00.

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 2, 2009.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to Comment 09-C0035, Office of the Secretary, Consumer Product Safety Commission, 4330 East-West Highway, Room 502, Bethesda, Maryland 20814-4408.

FOR FURTHER INFORMATION CONTACT: Dennis C. Kacoyanis, Trial Attorney, Division of Compliance, Office of the General Counsel, Consumer Product Safety Commission, 4330 East-West Highway, Bethesda, Maryland 20814-4408; telephone (301) 504-7587.

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

Dated: September 14, 2009.

Todd A. Stevenson,
Secretary.

Settlement Agreement

1. In accordance with 16 CFR 1118.20, Maran, Inc. ("Maran") and the staff ("Staff") of the United States Consumer Product Safety Commission ("Commission") enter into this Settlement Agreement ("Agreement"). The Agreement and the incorporated attached Order ("Order") settle the Staff's allegations set forth below.

Parties

2. The Commission is an independent federal regulatory agency established pursuant to, and responsible for the enforcement of, the Consumer Product Safety Act, 15 U.S.C. 2051-2089 ("CPSA").

3. Maran is a corporation organized and existing under the laws of the State of Delaware, with its principal offices located in North Bergen, NJ. Maran is an importer of apparel.

Staff Allegations

4. Maran imported about 6,000 girls' corduroy jackets with pink hoods and drawstrings ("Drawstring Jackets"). From April 30, 2006 to May 25, 2006, Maran imported the Drawstring Jackets and sold them from January 27, 2007 to January 29, 2009 to a major nationwide retailer who in turn sold them to consumers.

5. The Drawstring Jackets are "consumer product[s]," and, at all times relevant hereto, Maran was a "manufacturer" of those consumer products, which were "distributed in commerce," as those terms are defined in CPSA sections 3(a)(5), (8), and (11), 15 U.S.C. § 2052(a)(5), (8), and (11).

6. In February 1996, the Staff issued the Guidelines for Drawstrings on Children's Upper Outerwear ("Guidelines") to help prevent children from strangling or entangling on neck and waist drawstrings. The Guidelines state that drawstrings can cause, and have caused, injuries and deaths when they catch on items such as playground equipment, bus doors, or cribs. In the Guidelines, the Staff recommends that there be no hood and neck drawstrings in children's upper outerwear sized 2T to 12.

7. In June 1997, ASTM adopted a voluntary standard, ASTM F1816-97, which incorporated the Guidelines. The Guidelines state that firms should be aware of the hazards and should be sure

garments they sell conform to the voluntary standard.

8. On May 19, 2006, the Commission posted on its Web site a letter from the Commission's Director of the Office of Compliance to manufacturers, importers, and retailers of children's upper outerwear. The letter urges them to make certain that all children's upper outerwear sold in the United States complies with ASTM F1816-97. The letter states that the Staff considers children's upper outerwear with drawstrings at the hood or neck area to be defective and to present a substantial risk of injury to young children under Federal Hazardous Substances Act ("FHSA") section 15(c), 15 U.S.C. 1274(c). The letter also notes the CPSA's section 15(b) reporting requirements.

9. Maran reported to the Commission there had been no incidents or injuries involving Drawstring Jackets.

10. Maran's manufacture and distribution in commerce of the Drawstring Jackets did not meet the Guidelines or ASTM F1816-97, failed to comport with the Staff's May 2006 defect notice, and posed a strangulation hazard to children.

11. On May 15, 2008, the Commission and Maran announced a recall of the Drawstring Jackets. The recall informed consumers that they should immediately remove the drawstrings to eliminate the hazard.

12. Maran had presumed and actual knowledge that the Drawstring Jackets distributed in commerce posed a strangulation hazard and presented a substantial risk of injury to children under FHSA section 15(c)(1), 15 U.S.C. 1274(c)(1). Maran had obtained information that reasonably supported the conclusion that the Drawstring Jackets contained a defect that could create a substantial product hazard or that they created an unreasonable risk of serious injury or death. CPSA sections 15(b)(3) and (4), 15 U.S.C. § 2064(b)(3) and (4), required Maran to immediately inform the Commission of the defect and risk.

13. Maran knowingly failed to immediately inform the Commission about the Drawstring Jackets as required by CPSA sections 15(b)(3) and (4), 15 U.S.C. 2064(b)(3) and (4), and as the term "knowingly" is defined in CPSA section 20(d), 15 U.S.C. 2069(d). This failure violated CPSA section 19(a)(4), 15 U.S.C. 2068(a)(4). Pursuant to CPSA section 20, 15 U.S.C. 2069, this failure subjected Maran to civil penalties.

Maran's Response

14. Maran denies the Staff's allegations that Maran violated the CPSA.

Agreement of the Parties

15. Under the CPSA, the Commission has jurisdiction over this matter and over Maran.

16. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by Maran, or a determination by the Commission, that Maran has knowingly violated the CPSA.

17. In settlement of the Staff's allegations, Maran shall pay a civil penalty in the amount of fifty thousand dollars (\$50,000.00) within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be by check payable to the order of the United States Treasury.

18. Upon provisional acceptance of the Agreement, the Agreement shall be placed on the public record and published in the **Federal Register** in accordance with the procedures set forth in 16 CFR 1118.20(e). In accordance with 16 CFR 1118.20(f), if the Commission does not receive any written request not to accept the Agreement within fifteen (15) calendar days, the Agreement shall be deemed finally accepted on the sixteenth (16th) calendar day after the date it is published in the **Federal Register**.

19. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Maran knowingly, voluntarily, and completely waives any rights it may have regarding the Staff's allegations to the following: (1) An administrative or judicial hearing; (2) judicial review or other challenge or contest of the validity of the Order or of the Commission's actions; (3) a determination by the Commission of whether Maran failed to comply with the CPSA and its underlying regulations; (4) a statement of findings of fact and conclusions of law; and (5) any claims under the Equal Access to Justice Act.

20. The Commission may publicize the terms of the Agreement and the Order.

21. The Agreement and the Order shall apply to, and be binding upon, Maran and each of its successors and assigns.

22. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject those referenced in paragraph 21 above to appropriate legal action.

23. The Agreement may be used in interpreting the Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and the Order may not be used to vary or

contradict their terms. The Agreement shall not be waived, amended, modified, or otherwise altered without written agreement thereto executed by the party against whom such waiver, amendment, modification, or alteration is sought to be enforced.

24. If any provision of the Agreement and the Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Agreement and the Order, such provision shall be fully severable. The balance of the Agreement and the Order shall remain in full force and effect, unless the Commission and Maran agree that severing the provision materially affects the purpose of the Agreement and the Order.

Maran, Inc.

Dated: May 18, 2009

By:

David Greenberg,
President and Chief Executive Officer.

Maran, Inc., 4301-15 Tonnel Avenue,
North Bergen, NJ 07407.

Dated: May 19, 2009

By:

Robert L. Mulligan III, Esquire,
Counsel for Respondent Maran, Inc.
126 State Street, Hackensack, NJ 07601.
U.S. Consumer Product Safety
Commission.

Cheryl A. Falvey,
General Counsel.

Ronald G. Yelenik,
Assistant General Counsel, Office of the
General Counsel.

Dated: 05/22/09

By:

Dennis C. Kacoyanis,
Trial Attorney, Division of Compliance.

Office of the General Counsel

Order

Upon consideration of the Settlement Agreement entered into between Maran, Inc. ("Maran") and the U.S. Consumer Product Safety Commission ("Commission") staff, and the Commission having jurisdiction over the subject matter and over Maran, and it appearing that the Settlement Agreement and the Order are in the public interest, it is

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

Further Ordered, that Maran shall pay a civil penalty in the amount of fifty thousand dollars (\$50,000.00) within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be by check payable to the order of the United

States Treasury. Upon the failure of Maran to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Maran at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b).

Provisionally accepted and provisional Order issued on the 4th day of September 2009.

By Order of the Commission.

Todd A. Stevenson,
Secretary, U.S. Consumer Product
Safety Commission.

[FR Doc. E9-22399 Filed 9-16-09; 8:45 am]

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DEPARTMENT OF DEFENSE

Office of the Secretary

[Docket ID DoD-2009-OS-0133]

Manual for Courts-Martial; Proposed Amendments

AGENCY: Joint Service Committee on Military Justice (JSC), DOD.

ACTION: Notice of Proposed Amendments to the Manual for Courts-Martial, United States (2008 ed.) (MCM) and Notice of Public Meeting.

SUMMARY: The Department of Defense is considering recommending changes to the *Manual for Courts-Martial, United States* (2008 Edition) (MCM). The proposed changes constitute the 2009 annual review required by the MCM and DoD Directive 5500.17, "Role and Responsibilities of the Joint Service Committee (JSC) on Military Justice," May 3, 2003 (DoD Directive 5500.17). The proposed changes concern the rules of procedure and evidence and the punitive articles applicable in trials by courts-martial. These proposed changes have not been coordinated within the Department of Defense under DoD Directive 5500.1, "Preparation, Processing and Coordinating Legislation, Executive Orders, Proclamations, Views Letters Testimony," June 15, 2007, and do not constitute the official position of the Department of Defense, the Military Departments, or any other Government agency.

This notice also sets forth the date, time and location for the public meeting of the JSC to discuss the proposed changes.

This notice is provided in accordance with DoD Directive 5500.17. This notice is intended only to improve the internal management of the Federal Government. It is not intended to create any right or benefit, substantive or procedural, enforceable at law by any party against

the United States, its agencies, its officers, or any person.

In accordance with paragraph III.B.4 of the Internal Organization and Operating Procedures of the JSC, the committee also invites members of the public to suggest changes to the Manual for Courts-Martial.

DATES: Comments on the proposed changes must be received no later than November 16, 2009, to be assured consideration by the JSC. A public meeting for comments will be held on October 29, 2009 at 10:30 a.m.

ADDRESSES: A public meeting for comments will be held on October 29, 2009, at 10:30 a.m. in the 8th Floor Conference Room, 1501 Wilson Blvd., Rosslyn, VA 22209-2460.

You may submit comments, identified by docket number and title, by any of the following methods:

- *Federal eRulemaking Portal:* <http://www.regulations.gov>. Follow the instructions for submitting comments.
 - *Mail:* Federal Docket Management System Office, 1160 Defense Pentagon, Washington, DC 20301-1160.
- Instructions:* All submissions received must include the agency name and docket number for this **Federal Register** document. The general policy for comments and other submissions from members of the public is to make these submissions available for public viewing on the Internet at <http://www.regulations.gov> as they are received without change, including any personal identifiers or contact information.

FOR FURTHER INFORMATION CONTACT:

Lieutenant Commander Stacia Gawronski, Executive Secretary, Joint Service Committee on Military Justice, Office of the Judge Advocate General, Criminal Law Division (Code 20), 1254 Charles Morris Street, SE., Suite B01, Washington Navy Yard, District of Columbia 20374, (202) 685-7683, e-mail stacia.gawronski@navy.mil.

SUPPLEMENTARY INFORMATION: The proposed amendments by Executive Order to the MCM are as follows:

Section 1. Part III of the Manual for Courts-Martial, United States, is amended as follows:

(a) M.R.E. 504 (c)(2)(D) is added to read as follows: "(D) Where both parties have been substantial participants in illegal activity, those communications between the spouses during the marriage regarding the illegal activity in which they have jointly participated are not marital communications for purposes of the privilege in subdivision (b), and are not entitled to protection under the privilege in subdivision (b)."

(b) The following amendments conform M.R.E. 609 to F.R.E. 609:

(1) M.R.E. 609 (a) is amended to substitute the words "character for truthfulness" for the word "credibility."

(2) M.R.E. 609 (a)(2) is amended to substitute the words "regardless of the punishment, if it readily can be determined that establishing the elements of the crime required proof or admission of an act of dishonesty or false statement by the witness" for the words "if it involved dishonesty or false statement, regardless of the punishment."

(3) M.R.E. 609(c) is amended to substitute the words "a subsequent crime that was punishable by death, dishonorable discharge, or imprisonment in excess of one year" for the words "a subsequent crime which was punishable by death, dishonorable discharge, or imprisonment in excess of one year."

Section 2. Part IV of the Manual for Courts-Martial, United States, is amended as follows:

(a) Paragraph 13, Article 89, Disrespect toward a superior commissioned officer, paragraph c.(1) is amended to substitute the words "uniformed service" for "armed forces" everywhere the words "armed forces" appear in that paragraph. This change is made to clarify that the uniformed officers of the Public Health Service and the National Oceanographic and Atmospheric Administration, when assigned to and serving with the armed forces, are included in the definition of a superior commissioned officer.

(b) A clerical amendment is made to Paragraph 35, Article 111, Drunken or reckless operation of vehicle, aircraft or vessel, paragraph f to read as follows:

"(f) *Sample Specification.*

In that ___ (personal jurisdiction data), did (at/on board—location) (subject matter jurisdiction data, if required), on or about ___, 20 ___, (in the motor pool area) (near the Officer's Club) (at the intersection of ___ and ___) (while in the Gulf of Mexico) (while in flight over North America) physically control [a vehicle, to wit: (a truck) (a passenger car) (___)] [an aircraft, to wit: (an AH-64 helicopter) (an F-14A fighter) (a KC-135 tanker) (___)] [a vessel, to wit: (the aircraft carrier USS ___) (the Coast Guard Cutter ___) (___)], [while drunk] [while impaired by ___] [while the alcohol concentration in his (blood or breath) equaled or exceeded the applicable limit under subparagraph (b) of the text of the statute in paragraph 35 as shown by chemical analysis] [in a (reckless) (wanton) manner by (attempting to pass another vehicle on a sharp curve) (by ordering that the