

estimates that approximately 10% of these responses will be from small entities.

Estimated Time per Response: The USPTO estimates that it will take the public from 5 minutes (0.08 hours) to 6 hours to gather the necessary information, prepare the appropriate documents, and submit the information required for this collection.

Estimated Total Annual Respondent Burden Hours: 88 hours.

Estimated Total Annual Respondent Cost Burden: \$32,354. The USPTO expects that the information in this collection will be prepared by attorneys and former employees, except for the requests for employee indemnification, which generally come from professional and supervisory staff. Since many of the former employees affected by this collection are attorneys, the estimated rate of \$371 per hour for attorneys will be used for former employees as well. The USPTO estimates that the

respondent cost burden for attorneys and former employees submitting the information in this collection will be \$32,277 per year.

Using the estimate of \$77 per hour for professional and supervisory staff, the USPTO expects that the respondent cost burden for submitting requests for employee indemnification will be \$77 per year. Therefore, the USPTO estimates that the total respondent cost burden for this collection will be approximately \$32,354 per year.

Item	Estimated time for response	Estimated annual responses	Estimated annual burden hours
Petition to Waive Rules	30 minutes	5	3
Service of Process	5 minutes	243	19
Forwarding Service	10 minutes	7	1
Employee Testimony and Production of Documents in Legal Proceedings	1 hour	23	23
Forwarding Demands	10 minutes	10	2
Report of Unauthorized Testimony	30 minutes	1	1
Report of Possible Indemnification Cases	30 minutes	3	2
Employee Indemnification	30 minutes	1	1
Tort Claims	6 hours	6	36
Totals		299	88

Estimated Total Annual Non-hour Respondent Cost Burden: \$3,436. There are no capital start-up, maintenance, or recordkeeping costs associated with this information collection. However, this collection does have annual (non-hour) costs in the form of filing fees and postage costs.

This collection has filing fees associated with the petition to waive or suspend the legal process rules under 37 CFR 104.3. The USPTO estimates that approximately 5 petitions will be filed per year with a fee of \$130, for a total fee cost of \$650. There are no other fees associated with this information collection.

Customers may incur postage costs when submitting the information in this collection to the USPTO by mail. The USPTO estimates that the average first-class postage for a mailed submission, other than a Service of Process, will be 92 cents and that up to 56 of these submissions will be mailed to the USPTO per year, for a postage cost of \$52. The USPTO estimates that the average postage for a Service of Process will be \$11.25 and that up to 243 of these submissions will be mailed to the USPTO per year, for a postage cost of \$2,734. The total estimated postage cost for this collection is approximately \$2,786 per year.

The total annual (non-hour) respondent cost burden for this collection in the form of filing fees and postage costs is estimated to be approximately \$3,436 per year.

IV. Request for Comments

Comments submitted in response to this notice will be summarized and/or included in the request for OMB approval. All comments will become a matter of public record.

The USPTO is soliciting public comments to:

- (a) Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;
- (b) Evaluate the accuracy of the agency's estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used;
- (c) Enhance the quality, utility, and clarity of the information to be collected; and
- (d) Minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submission of responses.

Dated: February 27, 2013.

Susan K. Fawcett,
Records Officer, USPTO, Office of the Chief Information Officer.

[FR Doc. 2013-04867 Filed 3-1-13; 8:45 am]

BILLING CODE 3510-16-P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 13-C0004]

Kolcraft Enterprises, 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 Kolcraft Enterprises, Inc., containing a civil penalty of \$400,000.00, within twenty (20) days of service of the Commission's final Order accepting the Settlement Agreement.

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 March 19, 2013.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 13-C0004, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 820, Bethesda, Maryland 20814-4408.

FOR FURTHER INFORMATION CONTACT:

Richa Shyam Dasgupta, Trial Attorney, Division of Compliance, Office of the General Counsel, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814-4408; telephone (301) 504-7798.

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

Dated: February 27, 2013.

Todd A. Stevenson,
Secretary.

Settlement Agreement and Order

1. In accordance with the Consumer Product Safety Act (CPSA), 15 U.S.C. 2051-2089, (CPSA), and 16 CFR 1118.20, Kolcraft Enterprises, Inc. (Kolcraft) and staff (staff) of the United States Consumer Product Safety Commission (Commission or CPSC) hereby enter into this Settlement Agreement (Agreement). The Agreement and the attached Order resolve staff's allegations set forth below.

The Parties

2. Staff is the staff of the Commission, an independent federal regulatory agency established pursuant to, and responsible for, enforcement of the CPSA.

3. Kolcraft is a privately-held company, organized and existing under the laws of the state of Delaware, with its principal office located in Chicago, IL.

4. Kolcraft is a small business as set forth in the Small Business Administration guidelines regarding size of business.

Staff Allegations

5. Between 2000 and 2009, Kolcraft imported approximately 1 million play yards (the "Play Yards") and distributed them nationwide through major retailers and Internet sales.

6. The Play Yards are "consumer products" and, at all relevant times, Kolcraft was a "manufacturer" of "consumer products," of the subject Play Yards, which were "distributed[d] in commerce," as those terms are defined or used in sections 3(a)(5), (8), and (11) of the CPSA, 15 U.S.C. 2052(3)(a)(5), (8), and (11).

7. The Play Yards are defective because the side rail of a Play Yard can fail to latch properly, and when a child pushes against the rail, the rail can unlatch unexpectedly, posing a fall hazard to children.

8. From 2000 through July 2009, Kolcraft received approximately 350 reports of Play Yards collapsing unexpectedly, including 21 incidents

that resulted in injuries to young children.

9. In July 2005, Kolcraft engaged failure analysis experts to examine and test the latching system on the Play Yards. By August 2005, these experts had identified the potential for false latching.

10. During 2006, Kolcraft made prospective improvements to the warning labels, instruction sheets, and the side-rail latch to eliminate false latching in future production of the Play Yards. None of these improvements addressed the potential for false latching that existed in the more than 880,000 Play Yards in commerce at the time.

11. Kolcraft waited until January 15, 2009, however, to report to the CPSC regarding the Play Yards.

12. On July 8, 2009, Kolcraft, in cooperation with the CPSC, announced a recall of the Play Yards.

13. Well before January 15, 2009, Kolcraft had obtained sufficient information to reasonably support the conclusion that the Play Yards contained a defect that could create a substantial product hazard, or created an unreasonable risk of serious injury or death; yet, Kolcraft failed to inform the Commission immediately of such defect or risk, as required by sections 15(b)(3) and (4) of the CPSA, 15 U.S.C. 2064(b)(3) and (4). In failing to inform the Commission immediately of the defect or risk involving the Play Yards, Kolcraft knowingly violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4), as the term "knowingly" is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

14. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, Kolcraft is subject to civil penalties for its knowing failure to report, as required under section 15(b) of the CPSA, 15 U.S.C. 2064(b).

Response of Kolcraft

15. The Firm denies staff's allegations that it knew that the Subject Products contained a defect which could create a substantial product hazard pursuant to section 15(a) of the CPSA, 15 U.S.C. 2064(a), and further denies that it knowingly violated the reporting requirements of section 15(b) of the CPSA, 15 U.S.C. 2064(b).

Agreement of the Parties

16. Under the CPSA, the Commission has jurisdiction over this matter and over Kolcraft.

17. The parties enter this Agreement for settlement purposes only. The Agreement does not constitute an admission by Kolcraft or a

determination by the Commission that Kolcraft knowingly violated the CPSA.

18. In settlement of staff's allegations, Kolcraft shall pay a civil penalty in the amount of four hundred thousand dollars (\$400,000.00) (Settlement Amount). The civil penalty shall be paid within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be made to the CPSC via: www.pay.gov.

19. Upon provisional acceptance of the Agreement by the Commission, 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). 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 16th calendar day after the date it is published in the **Federal Register**, in accordance with 16 CFR 1118.20(f).

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

21. Kolcraft shall maintain and enforce a system of internal controls and procedures designed to ensure that: (i) Information required to be disclosed by Kolcraft to the Commission is recorded, processed and reported in accordance with applicable law; (ii) all reporting made to the Commission is timely, truthful, complete and accurate; and (iii) prompt disclosure is made to Kolcraft's management of any significant deficiencies or material weaknesses in the design or operation of such internal controls that are reasonably likely to adversely affect in any material respect Kolcraft's ability to record, process and report to the Commission in accordance with applicable law.

22. Upon request of Staff, Kolcraft shall provide written documentation of such improvements, processes, and controls, including, but not limited to, the effective dates of such improvements, processes, and controls. Kolcraft shall cooperate fully and truthfully with Staff and shall make available all information, materials, and

personnel deemed necessary by Staff to evaluate Kolcraft's compliance with the terms of the Agreement.

23. Kolcraft shall implement and maintain a compliance program designed to ensure compliance with the safety statutes and regulations enforced by the CPSC that, at a minimum, contains the following elements (i) written standards and policies; (ii) a mechanism for confidential employee reporting of compliance-related questions or concerns to either a compliance officer or to another senior manager with authority to act as necessary; (iii) effective communication of company compliance-related policies and procedures to all employees through training programs or otherwise; (iv) senior manager responsibility for compliance; (v) board oversight of compliance (if applicable); and (vi) retention of all compliance-related records for at least five (5) years and availability of such records to CPSC upon request.

24. The Commission may publicize the terms of the Agreement and the final Order.

25. The Agreement and the final Order shall apply to, and be binding upon, Kolcraft, and each of its successors and/or assigns.

26. The Commission issues the final Order under the provisions of the CPSA, and a violation of the final Order may subject Kolcraft, and each of its successors and/or assigns, to appropriate legal action.

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

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

29. This Agreement may be signed in counterparts.

Dated: February 25, 2013.

Kolcraft Enterprises, Inc.

By: _____

Thomas Koltun,
President, Kolcraft Enterprises, Inc.

Dated: February 26, 2013.

By: _____

Erika Z. Jones, Esq.,
*Counsel to Kolcraft Enterprises, Inc., Mayer
Brown LLP, Washington, DC*

U.S. Consumer Product Safety Commission
Staff

Stephanie Tsacoumis,
General Counsel.

Mary B. Murphy,
*Assistant General Counsel, Divisions of
Compliance and Import Surveillance.*

Dated: February 27, 2013.

By: _____

Richa Shyam Dasgupta,
*Trial Attorney, Division of Compliance,
Office of the General Counsel.*

Order

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

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

Further ordered, that Kolcraft shall pay a civil penalty in the total amount of four hundred thousand dollars (\$400,000.00), paid within twenty (20) days of service of the Commission's Order upon counsel for Kolcraft. The payments shall be made electronically to the CPSC via: www.pay.gov. Upon the failure of Kolcraft to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Kolcraft at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b). If Kolcraft fails to make such payment or to comply in full with any other provision as set forth in the Agreement, such conduct will be considered a violation of this Agreement and Order.

Provisionally accepted and provisional Order issued on the 27th day of February 2013.

By order of the Commission.

Todd A. Stevenson,

Secretary, U.S. Consumer Product Safety Commission.

[FR Doc. 2013-04909 Filed 3-1-13; 8:45 am]

BILLING CODE 6355-01-P

DEPARTMENT OF DEFENSE

Office of the Secretary

Renewal of Department of Defense Federal Advisory Committees

AGENCY: DoD.

ACTION: Renewal of Missouri River (South Dakota) Task Force.

SUMMARY: Under the provisions of 10 U.S.C. 2166(e), the Federal Advisory Committee Act of 1972 (5 U.S.C. Appendix), the Government in the Sunshine Act of 1976 (5 U.S.C. 552b), and 41 CFR 102-3.50(a), the Department of Defense gives notice that it is renewing the charter for the Missouri River (South Dakota) Task Force ("the Task Force").

FOR FURTHER INFORMATION CONTACT: Jim Freeman, Advisory Committee Management Officer for the Department of Defense, 703-692-5952.

SUPPLEMENTARY INFORMATION: The Task Force shall provide independent advice and recommendations on a plan and accompanying critical restoration projects to reduce siltation of the Missouri River in the State of South Dakota and to meet the objectives of the Pick-Sloan program. Specifically, the Task Force shall:

a. Prepare and approve, by a majority of the members, a plan for the use of the funds made available under Public Law 106-541, to promote conservation practices in the Missouri River watershed, control and remove the sediment from the Missouri River, protect recreation on the Missouri River from sedimentation, protect Indian and non-Indian historical and cultural sites along the Missouri River from erosion, erosion control along the Missouri River, or any combination of the activities just described;

b. Develop and recommend to the Secretary of the Army for implementation critical restoration projects meeting the goals of the plan; and

c. Determine whether these critical restoration projects primarily benefit the Federal Government for purposes of cost-sharing.

The Task Force shall report to the Secretary of the Army. The Secretary of the Army may act upon the Task Force's advice and recommendations. As prescribed by Section 905(b) of the Missouri River Restoration Act of 2000, the Task Force shall be composed of not more than 29 members. Specifically, the Task Force membership shall be composed of the Secretary of the Army or designee, who shall serve as the Chairperson; Secretary of Agriculture or