

**FOR FURTHER INFORMATION CONTACT:**

Barry S. Lineback, Telephone: (703) 603-7740, Fax: (703) 603-0655, or email [CMTEFedReg@AbilityOne.gov](mailto:CMTEFedReg@AbilityOne.gov).

**SUPPLEMENTARY INFORMATION:****Additions**

On 6/6/2014 (79 FR 32716-32718), 6/5/2015 (80 FR 32096-32097) and 6/12/2015 (80 FR 33485-33489), the Committee for Purchase From People Who Are Blind or Severely Disabled published notices of proposed additions to the Procurement List.

After consideration of the material presented to it concerning capability of qualified nonprofit agencies to provide the products and impact of the additions on the current or most recent contractors, the Committee has determined that the products listed below are suitable for procurement by the Federal Government under 41 U.S.C. 8501-8506 and 41 CFR 51-2.4.

*Regulatory Flexibility Act Certification*

I certify that the following action will not have a significant impact on a substantial number of small entities. The major factors considered for this certification were:

1. The action will not result in any additional reporting, recordkeeping or other compliance requirements for small entities other than the small organizations that will furnish the products to the Government.
2. The action will result in authorizing small entities to furnish the products to the Government.
3. There are no known regulatory alternatives which would accomplish the objectives of the Javits-Wagner-O'Day Act (41 U.S.C. 8501-8506) in connection with the products proposed for addition to the Procurement List.

*End of Certification*

Accordingly, the following products are added to the Procurement List:

*Products*

NSN(s)—Product Name(s)

8455-00-NIB-0003—Badge Reel, ID, Retractable, Bulldog Clip, Black

8455-00-NIB-0050—Flight Line Lanyard, Cord Style, Breakaway, with Holder, Black, 36" x .25"

8455-00-NIB-0051—Holder, Badge, Vinyl, Re-Sealable, Clear, 3-3/4" x 2-5/8"

Mandatory Source of Supply: West Texas Lighthouse for the Blind, San Angelo, TX  
Mandatory Purchase For: Total Government Requirement

Contracting Activity: General Services Administration, Fort Worth, TX  
Distribution: A-List

NSN(s)—Product Name(s)

4240-00-NIB-0161—Lockout Tags, 25-pack  
4240-00-NIB-0185—Kit, Lockout, Electrical/

Valve with AC Sensor

4240-00-NIB-0202—Lockout/Tagout Station, 3 Padlocks

4240-00-NIB-0203—Lockout/Tagout Station, 8 Padlocks

4240-00-NIB-0207—AC Sensor, 50V-1000V  
4240-00-NIB-0228—Medium Electrical

Lockout Kit with Breaker Lockouts

4240-00-NIB-0229—Large Electrical Lockout Kit

4240-00-NIB-0230—Large Electrical/Valve Lockout Kit

4240-00-NIB-0231—Small Standard Lockout Kit

4240-00-NIB-0232—Extra Small Personal Electrical Lockout Kit

4240-00-NIB-0233—Small Electrical Lockout Kit

4240-00-NIB-0234—Small Electrical Lockout Kit with Plug Lockouts

4240-00-NIB-0236—Small Electrical Valve Lockout Kit

Mandatory Source of Supply: Association for the Blind and Visually Impaired—Goodwill Industries of Greater Rochester, Rochester, NY

Mandatory Purchase For: Total Government Requirement

Contracting Activity: Defense Logistics

Agency Troop Support

Distribution: B-List

**Barry S. Lineback,**

*Director, Business Operations.*

[FR Doc. 2015-22898 Filed 9-10-15; 8:45 am]

**BILLING CODE 6353-01-P**

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**CONSUMER PRODUCT SAFETY COMMISSION**

[CPSC Docket No. 15-C0007]

**phil&teds USA, 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 phil&teds USA, Inc., containing a civil penalty of \$3,500,000, with \$3,300,000 of the total suspended, subject to the terms and conditions of the Settlement Agreement. phil&teds USA, Inc., shall pay the non-suspended portion of the penalty, \$200,000, in accordance with the terms set forth in the Settlement Agreement.<sup>1</sup>

<sup>1</sup> The Commission voted (4-1) to provisionally accept the Settlement Agreement and Order regarding phil&teds USA, Inc. Chairman Kaye, Commissioner Adler, Commissioner Robinson and Commissioner Buerkle voted to provisionally accept the Settlement Agreement and Order.

The \$200,000 Payment shall be paid within thirty (30) calendar days after the phil&teds USA, Inc., receives service of the Commission's final Order accepting the 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 September 28, 2015.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 15-C0007 Office of the Secretary, Consumer Product Safety Commission, 4330 East-West Highway, Room 820, Bethesda, Maryland 20814-4408.

**FOR FURTHER INFORMATION CONTACT:**

Leah Wade, Trial Attorney, Office of the General Counsel, Division of Compliance, Consumer Product Safety Commission, 4330 East-West Highway, Bethesda, Maryland 20814-4408; telephone (301) 504-7225.

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

Dated: September 8, 2015.

**Todd A. Stevenson,**

*Secretary.*

**UNITED STATES OF AMERICA  
CONSUMER PRODUCT SAFETY  
COMMISSION**

In the Matter of: phil&teds USA, Inc.  
CPSC Docket No.: 15-C0007

**SETTLEMENT AGREEMENT**

1. In accordance with the Consumer Product Safety Act ("CPSA"), 15 U.S.C. 2051-2089 and 16 CFR 1118.20, phil&teds USA, Inc. ("phil&teds USA" or "Firm"), and the U.S. Consumer Product Safety Commission ("Commission"), through its staff ("Staff"), hereby enter into this Settlement Agreement. The Settlement Agreement and Affidavit of Corporate Officer, attached at Exhibit A (collectively the "Agreement") and the incorporated attached Order ("Order") resolve Staff's charges set forth below.

**THE PARTIES**

2. The Commission is an independent federal regulatory agency established pursuant to, and responsible for, the enforcement of the CPSA. By executing this Agreement, Staff is acting on behalf of the Commission, pursuant to 16 CFR § 1118.20(b). The Commission issues the Order under the provisions of the CPSA.

Commissioner Mohorovic voted to take other action and reject the Settlement Agreement and Order and return to staff to seek higher payment.

3. phil&teds USA is a corporation, organized and existing under the laws of the state of Colorado, with its principal corporate office located in Fort Collins, CO. phil&teds USA is an importer, distributor and retailer of children's strollers, child carriers and other baby products and accessories.

#### STAFF'S CHARGES

4. From May 2009 through January 2011, phil&teds USA imported and sold in the United States, approximately 13,500 clip-on high chairs under the brand name, MeToo Chairs ("Chairs"). The Firm sold the Chairs online and through independent retailers nationwide.

5. The Chairs are "consumer products," and, at all relevant times, phil&teds USA was either the importer, "distributor" or "retailer" of these consumer products, which were "distributed in commerce," as those terms are defined or used in sections 3(a)(5), (7), (8), and (13) of the CPSA, 15 U.S.C. 2052(a)(5), (7), (8), and (13).

6. The Chairs are defective and create an unreasonable risk of serious injury because the clamps on the Chairs can detach from the table, posing a fall hazard. If only one side of the Chair detaches, the lack of space between the metal cross bar and the clamps creates a finger pinching, laceration, and amputation hazard.

7. Between September 2009 and October 2010, the Firm obtained sufficient information that reasonably supported the conclusion that the Chairs contained a defect that could create a substantial product hazard or created an unreasonable risk of serious injury. Specifically, the Firm was aware of reports of incidents and injuries, including reports of fingertip amputations to children. The Firm was also aware that two design changes had been implemented to address the defects in the Chair.

8. Despite having information regarding the Chair's defect or risk, the Firm failed to inform the Commission immediately, as required by sections 15(b)(3) and (4) of the CPSA, 15 U.S.C. §§ 2064(b)(3) and (4).

9. Because the information in the Firm's possession constituted actual and presumed knowledge, the Firm 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).

10. When the Firm filed its Full Report, the Firm:

a. underreported the total number of incidents and injuries involving the Chairs, stating that it was aware of 10 "instances" involving the product, but

provided no details on the instances and failed to indicate that the Firm was aware of two amputation injuries;

b. failed to notify staff that the Chairs posed an amputation hazard; and

c. withheld information that the Chair had been redesigned to address the hazard and that the sample product supplied with the Full Report was manufactured differently than the Chairs involved in the incident and injury reports.

11. The Firm's failure to report this information resulted in delayed implementation of the corrective action and recall of the product, which was not publicly announced until August 17, 2011.

12. By making these inaccurate and incomplete statements in the Full Report, the Firm knowingly committed a material misrepresentation to an officer or employee in the course of an investigation under the CPSA, which violates section 19(a)(13) of the CPSA, 15 U.S.C. § 2068(a)(13), as the term "knowingly" is defined in section 20(d) of the CPSA, 15 U.S.C. § 2069(d).

13. Under section 20 of the CPSA, 15 U.S.C. § 2069, the Firm is subject to civil penalties for its knowing violation of section 19(a)(4) of the CPSA, 15 U.S.C. § 2068(a)(4) and for the Firm's knowing material misrepresentations in violation of section 19(a)(13) of the CPSA, 15 U.S.C. § 2068(a)(13).

#### FIRM'S RESPONSE

14. This Agreement does not constitute an admission by the Firm to the charges set forth in paragraphs 4 through 13, including charges that phil&teds USA violated any statute or regulation, failed to timely report, or committed a material misrepresentation in violation of the CPSA. In fact, phil&teds USA took the initiative in reporting incidents surrounding the Chair to the CPSC, disclosed the number of those incidents, and further explained that unreasonable misuse of the product was the cause of serious injuries.

#### AGREEMENT OF THE PARTIES

15. Under the CPSA, the Commission has jurisdiction over the matter involving the Chairs and over phil&teds USA, Inc.

16. In settlement of Staff's charges, and to avoid the cost, distraction, delay, uncertainty, and inconvenience of protracted litigation or other proceedings, the Firm shall pay a civil penalty in the amount of three million, five hundred thousand dollars (\$3,500,000) ("Total Civil Penalty Amount"). In reliance on the accuracy and completeness of the Firm's

representations and warranties in this Agreement, the Commission agrees to suspend all but two hundred thousand dollars (\$200,000) of the Total Civil Penalty Amount ("Total Civil Penalty Amount"), on the terms and conditions set forth in this Agreement. The \$200,000 Payment shall be paid within thirty (30) calendar days after the Firm receives service of the Commission's final Order accepting the Agreement. All payments to be made under the Agreement shall constitute debts owing to the United States and shall be made by electronic wire transfer to the United States via: <http://www.pay.gov> for allocation to and credit against the payment obligations of the Firm under this Agreement.

17. phil&teds USA represents and warrants that the financial statements of phil&teds USA provided to the Commission in connection with the matters addressed in this Agreement ("Financial Statements") are complete, accurate and current and have been prepared on a consistent basis throughout the periods indicated except as otherwise noted therein, and that the Financial Statements fairly present the financial condition and results of operations and cash flow of the Firm as of the dates, and for the periods, indicated therein, all consistently applied during the periods involved except as noted therein, and subject, in the case of the unaudited interim financial statements, to the absence of notes and normal year-end adjustments.

18. The Firm represents and warrants that the information supplied by the Firm to the Commission in connection with the matters addressed in the Agreement (including information about the Firm's financial resources and ability to pay the Total Civil Penalty Amount) did not, at the time provided to the Commission, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

19. The parties agree that an amount equal to Total Civil Penalty Amount minus any amounts paid by phil&teds USA pursuant to this Agreement shall become due and payable immediately upon the occurrence of an "Event of Default," without notice or further action by any party. An "Event of Default" means:

a. a failure of phil&teds USA to pay the \$200,000 Payment (or any portion thereof) when due and payable;

b. the breach or inaccuracy of any representation or warranty of phil&teds USA in this Agreement;

c. the breach or failure by phil&teds USA to observe or perform any of its obligations, covenants or agreements set forth in the Agreement; or

d. a failure of phil&teds USA to comply with all CPSC statutes or regulations for three (3) years after the effective date of this Agreement.

20. All unpaid amounts, if any, due and owing under the Agreement shall constitute a debt due and immediately owing by phil&teds USA to the United States, and interest shall accrue and be paid by phil&teds USA at the federal legal rate of interest set forth at 28 U.S.C. § 1961(a) and (b) from the date of Event of Default until all amounts due have been paid in full (hereinafter “Default Payment Amount” and “Default Interest Balance”). phil&teds USA shall consent to a Consent Judgment in the amount of the Default Payment Amount and Default Interest Balance, and the United States, at its sole option, may collect the entire Default Payment Amount and Default Interest Balance or exercise any other rights granted by law or in equity, including but not limited to referring such matters for private collection, and phil&teds USA agrees not to contest, and hereby waives and discharges any defenses to, any collection action undertaken by the United States or its agents or contractors pursuant to this paragraph. phil&teds USA shall pay the United States all reasonable costs of collection and enforcement under this paragraph, respectively, including reasonable attorney’s fees and expenses.

21. phil&teds USA shall notify CPSC in writing if any financial information supplied or to be supplied in writing by phil&teds USA to the Commission in connection with the Agreement is, in any material respect, discovered not to be true, accurate or complete; is no longer true, accurate or complete as a result of subsequent events; is discovered to contain an untrue statement of a material fact or to omit a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or contains as a result of subsequent events an untrue statement of a material fact or an omission of a material fact required to be stated, not misleading.

22. After Staff receives this Agreement executed on behalf of phil&teds USA, Staff shall promptly submit the Agreement to the Commission for provisional acceptance. Promptly following the Commission’s 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). If within fifteen (15) calendar days the Commission does not receive any written request not to accept the Agreement, the Agreement shall be deemed finally accepted on the sixteenth (16th) calendar day after the date the Agreement is published in the **Federal Register**, in accordance with 16 CFR § 1118.20(f).

23. This Agreement is conditioned upon, and subject to, the Commission’s final acceptance, as set forth above, and is subject to the provisions of 16 CFR § 1118.20(h). Upon the later of: (i) The Commission’s final acceptance of this Agreement and service of the accepted Agreement upon phil&teds USA, and (ii) the date of issuance of the final Order, this Agreement shall be in full force and effect, and shall be binding upon the parties.

24. Effective upon the later of: (i) The Commission’s final acceptance of the Agreement and service of the accepted Agreement upon phil&teds USA, and (ii) the date of issuance of the final Order, for good and valuable consideration, phil&teds USA hereby expressly and irrevocably waives and agrees not to assert any past, present, or future rights to the following, in connection with the matter described in the Agreement: (a) An administrative or judicial hearing; (b) judicial review or other challenge or contest of the validity of the Order or of the Commission’s actions; (c) a determination by the Commission of whether phil&teds USA 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.

25. phil&teds USA shall implement and maintain a compliance program designed to ensure compliance with the statutes and regulations enforced by the Commission that, at a minimum, contains the following elements:

a. written standards and policies concerning products sold by phil&teds USA in the United States that may relate to, or impact, CPSA compliance;

b. procedures for verifying the accuracy and completeness of information conveyed to the Commission;

c. procedures for implementing corrective and preventive actions when compliance deficiencies or violations are identified;

d. procedures for collecting information from phil&teds USA’s affiliates on incidents and injuries occurring outside the United States;

e. 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;

f. effective communication of company compliance-related policies and procedures to all employees through training programs or otherwise;

g. senior manager responsibility for compliance and accountability for violations of the statutes and regulations enforced by the Commission;

h. board oversight of compliance; and

i. retention of all compliance-related records for at least five (5) years and availability of such records to Staff, upon request.

26. phil&teds USA shall implement, maintain and enforce a system of internal controls and procedures designed to ensure that:

a. information required to be disclosed by phil&teds USA to the Commission is recorded, processed and reported in accordance with applicable law;

b. all reporting made to the Commission is timely, truthful, complete and accurate; and

c. prompt disclosure is made to phil&teds USA’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 phil&teds USA’s ability to record, process, and report to the Commission in accordance with applicable law.

27. Upon Staff’s request, phil&teds USA shall provide written documentation of its compliance program and system of internal controls and procedures, including, but not limited to, the effective dates of the program, controls and procedures and improvements thereto. phil&teds USA shall cooperate fully and truthfully with Staff and shall make available all information, materials, and personnel deemed necessary by Staff to evaluate phil&teds USA’s compliance with the terms of the Agreement.

28. phil&teds USA agrees that any settlement agreements with consumers involving products over which the Commission has jurisdiction, and which include a confidentiality clause, must include an exception to the confidentiality clause that allows consumers to discuss any issues related to their settlement agreement with officers and employees of the Commission and other local, state and federal government representatives.

29. The parties acknowledge and agree that the Commission may make public disclosure of the terms of the Agreement and Order.

30. phil&ted's USA represents that the Agreement: (i) Is entered into freely and voluntarily, without any degree of duress or compulsion whatsoever; (ii) has been duly authorized; and (iii) constitutes the valid and binding obligation of phil&ted's USA, and each of its successors, transferees, and/or assigns.

31. The signatories represent that they are authorized to execute this Agreement.

32. The Agreement is governed by the laws of the United States.

33. The Agreement and the Order shall apply to, and be binding upon, phil&ted's USA and each of its successors, transferees, and/or assigns, and a violation of the Agreement or Order may subject phil&ted's USA and each of its successors, transferees, and/or assigns to appropriate legal action.

34. The Agreement and the Order constitute the complete agreement between the parties on the subject matter.

35. 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. For purposes of construction, the Agreement shall be deemed to have been drafted by both of the parties, and therefore, shall not be construed against any party for that reason in any subsequent dispute.

36. The Agreement shall not be waived, amended, modified, or otherwise altered, except as in accordance with the provisions of 16 CFR 1118.20(h). The Agreement may be executed in counterparts.

37. If any provision of the Agreement or 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 phil&ted's USA agree that severing the provision materially affects the purpose of the Agreement and Order.

PHIL&TEDS USA, INC.

Dated: \_\_\_\_\_  
8/12/15

By: \_\_\_\_\_  
Michael Grant, *President,*  
*phil&ted's USA, Inc.,*  
221 Jefferson Street, Suite 100  
Fort Collins, Colorado 80524

Dated: \_\_\_\_\_  
8/13/15

By: \_\_\_\_\_  
Jonathan Judge,  
*Schiff Hardin LLP,*

233 Wacker Drive, Suite 6600  
Chicago, Illinois 60606  
*Counsel for phil&ted's USA, Inc.*

U.S. CONSUMER PRODUCT SAFETY  
COMMISSION STAFF

Dated: \_\_\_\_\_  
8/13/15

By: \_\_\_\_\_  
Stephanie Tsacoumis,  
*General Counsel*  
Mary T. Boyle,  
*Deputy General Counsel*  
Mary B. Murphy,  
*Assistant General Counsel*  
Leah Wade,  
*Trial Attorney*

#### EXHIBIT A

#### AFFIDAVIT OF CORPORATE OFFICER MICHAEL GRANT

I, the undersigned, swear and affirm that I am employed by phil&ted's USA, Inc., that I hold the position indicated below, and, by reason of my position, I am authorized and qualified to make the following statements. All capitalized terms not defined in this affidavit shall have the meanings given to them in the Agreement between phil&ted's USA, Inc. and the U.S. Consumer Product Safety Commission, of which this Affidavit is a part.

1. The financial statements of phil&ted's USA provided to the Commission in connection with the matters addressed in this Agreement ("Financial Statements") are complete, accurate and current and have been prepared on a consistent basis throughout the periods indicated except as otherwise noted therein, and that the Financial Statements fairly present the financial condition and results of operations and cash flow of phil&ted's USA as of the dates, and for the periods, indicated therein, all consistently applied during the periods involved except as noted therein, and subject, in the case of the unaudited interim financial statements, to the absence of notes and normal year-end adjustments.

2. phil&ted's USA has supplied all documents and information responsive to CPSC's requests.

3. The information supplied by phil&ted's USA to the Commission in connection with the matters addressed in the Agreement (including information about the Firm's financial resources and ability to pay the Total Civil Penalty Amount) did not, at the time provided to the Commission, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

4. For each of the fiscal years ended March 31, 2015, 2014 and 2013, the net income, the net worth/stockholder's equity and working capital of phil&ted's USA, Inc., was negative and to satisfy liabilities, phil&ted's USA, Inc. relied on payments from its parent entity, Most Excellent World Holdings, Limited ("MEW"), pursuant to an intercompany agreement.

5. phil&ted's USA, Inc. has insufficient cash or other liquid assets to satisfy a civil penalty payment in excess of \$200,000, has no sources of funding that could be used to provide the liquidity to make such a payment, and is unable to secure funds from MEW to fulfill a civil penalty payment obligation.

6. phil&ted's USA, Inc. will not directly or indirectly receive reimbursement, indemnification, insurance-related payment or other payment in connection with the matters addressed in the Agreement.

7. Any civil penalty payment by phil&ted's USA, Inc. in excess of \$200,000 will require phil&ted's USA, Inc. to cease operations as an ongoing business.

I declare under penalty of perjury that the foregoing is true and correct. I understand that any intentional false statement in this declaration may be a criminal offense under 18 U.S.C. § 1001.

Executed on August 12, 2015

Signed: \_\_\_\_\_

Michael Grant  
*President, phil&ted's USA, Inc.*

#### UNITED STATES OF AMERICA CONSUMER PRODUCT SAFETY COMMISSION

In the Matter of: phil&ted's USA, Inc.  
CPSC Docket No.: 15-C0007

#### ORDER

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

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

FURTHER ORDERED, that phil&ted's USA shall comply with the terms of the Settlement Agreement and shall pay a civil penalty of \$3,500,000, with \$3,300,000 of the total suspended, subject to the terms and conditions of the Settlement Agreement. phil&ted's USA shall pay the non-suspended portion of the penalty, \$200,000, in

accordance with the terms set forth in the Settlement Agreement. Upon the occurrence of an Event of Default, as set forth in the Settlement Agreement, an amount equal to \$3,500,000 (representing the entire civil penalty, including the suspended portion), plus any accrued and unpaid interest, minus any penalty amounts paid by phil&teds USA, shall immediately become due and payable.

Provisionally accepted and provisional Order issued on the 8th day of September, 2015.

BY ORDER OF THE COMMISSION:

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

[FR Doc. 2015-22892 Filed 9-10-15; 8:45 am]

BILLING CODE 6355-01-P

## DEPARTMENT OF DEFENSE

### Department of the Air Force

#### Notice Is Given of the Names of Members of the Performance Review Board for the Department of the Air Force

**AGENCY:** Department of the Air Force, Department of Defense.

**ACTION:** Notice.

**SUMMARY:** Notice is given of the names of members of the Performance Review Board for the Department of the Air Force.

**DATES:** *Effective Date:* November 1, 2015.

**SUPPLEMENTARY INFORMATION:** Pursuant to 5 U.S.C. 4314(c) (1-5), the Department of the Air Force (AF) announces the appointment of members to the AF's Senior Executive Service (SES) Performance Review Board (PRB). Appointments are made by the authorizing official. Each board member shall review and evaluate performance scores provided by the SES' immediate supervisor. Performance standards must be applied consistently across the AF. The board will make final recommendations to the authorizing official relative to the performance of the executive.

The members of the 2015 Performance Review Board for the U.S. Air Force are:

1. Board President—Gen McDew, Commander, United States Transportation Command.
2. Gen Goldfein, Vice Chief of Staff of the Air Force.
3. Honorable Lisa Disbrow, Under Secretary of the Air Force.
4. Honorable Miranda Ballentine, Assistant Secretary of the Air Force for

Installations, Environment, and Logistics.

5. Lt Gen James McLaughlin, Deputy Commander at United States Cyber Command.

6. Lt Gen Andrew Busch, Director, Defense Logistics Agency.

7. Ms. Thomas, Deputy Chief Management Officer of the Air Force.

8. Mr. Gill, Executive Director, Air Force Materiel Command.

9. Mr. Hartley, Principal Deputy Assistant Secretary of the Air Force for Installations, Environment and Energy.

10. Mr. Bennett, Principal Deputy Assistant Secretary of the Air Force for Financial Management and Comptroller.

11. Mr. Lombardi, Principal Deputy Assistant Secretary of the Air Force (Acquisition).

12. Mr. Corsi, Assistant Deputy Chief of Staff for Manpower, Personnel and Services.

13. Mr. Salvatori, Director, Capabilities Management Office.

14. Mr. Geurts, Acquisition Executive, U.S. Special Operations Command.

15. Mr. Fedrigo, Deputy Assistant Secretary of the Air Force for Reserve Affairs and Airman Readiness.

16. Ms. Kay, Director of Security, Special Program Oversight and Information Protection. Additionally, all career status Air Force Tier 3 SES members not included in the above list are eligible to serve on the 2015 Performance Review Board and are hereby nominated for inclusion on an ad hoc basis in the event of absence(s).

**FOR FURTHER INFORMATION CONTACT:** Please direct any written comments or requests for information to Dr. Daramia Hinton, Deputy Director, Senior Executive Management, AF/DPS, 1040 Air Force Pentagon, Washington, DC 20330-1040 (PH: 703-695-7677; or via email at [daramia.t.hinton.civ@mail.mil](mailto:daramia.t.hinton.civ@mail.mil)).

**Henry Williams,**

*Acting, Air Force Federal Register Liaison Officer.*

[FR Doc. 2015-22889 Filed 9-10-15; 8:45 am]

BILLING CODE 5001-10-P

## DEPARTMENT OF DEFENSE

### Department of the Army

[Docket ID USA-2015-HQ-0035]

#### Proposed Collection; Comment Request

**AGENCY:** Army & Air Force Exchange Service (Exchange), DoD.

**ACTION:** Notice.

**SUMMARY:** In compliance with the *Paperwork Reduction Act of 1995*, the

Army & Air Force Exchange announces a proposed public information collection and seeks public comment on the provisions thereof. Comments are invited on: (a) Whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information shall have practical utility; (b) the accuracy of the agency's estimate of the burden of the proposed information collection; (c) ways to enhance the quality, utility, and clarity of the information to be collected; and (d) ways to minimize the burden of the information collection on respondents, including through the use of automated collection techniques or other forms of information technology.

**DATES:** Consideration will be given to all comments received by November 10, 2015.

**ADDRESSES:** 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:* Department of Defense, Office of the Deputy Chief Management Officer, Directorate of Oversight and Compliance, Regulatory and Audit Matters Office, 9010 Defense Pentagon, Washington, DC 20301-9010.

*Instructions:* All submissions received must include the agency name, docket number and title 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.

Any associated form(s) for this collection may be located within this same electronic docket and downloaded for review/testing. Follow the instructions at <http://www.regulations.gov> for submitting comments. Please submit comments on any given form identified by docket number, form number, and title.

**FOR FURTHER INFORMATION CONTACT:** To request more information on this proposed information collection or to obtain a copy of the proposal and associated collection instruments, please write to the Army and Air Force Exchange Service, Office of the General Counsel, Compliance Division, Attn: Teresa Schreurs, 3911 South Walton Walker Blvd., Dallas, TX 75236-1598 or call the Exchange Compliance Division at 800-967-6067.

**SUPPLEMENTARY INFORMATION:**