

meeting of the Consumer Advisory Board (CAB or Board) of the Consumer Financial Protection Bureau (CFPB). The notice also describes the functions of the Board.

DATES: The meeting date is Tuesday, February 11, 2025, from approximately 1 p.m. to 3 p.m., eastern time. This meeting will be held virtually and is open to the general public. Members of the public will receive the agenda and dial-in information when they RSVP.

FOR FURTHER INFORMATION CONTACT: Kim George, Outreach and Engagement Associate, Advisory Board and Councils, External Affairs Division, at 202-450-8617, or email: CFPB_CABandCouncilsEvents@cfpb.gov. If you require this document in an alternative electronic format, please contact CFPB_Accessibility@cfpb.gov.

SUPPLEMENTARY INFORMATION:

I. Background

Section 3 of the Charter of the Board states that: The purpose of the CAB is outlined in section 1014(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, which states that the CAB shall “advise and consult with the Bureau in the exercise of its functions under the Federal consumer financial laws” and “provide information on emerging practices in the consumer financial products or services industry, including regional trends, concerns, and other relevant information.”

To carry out the CAB’s purpose, the scope of its activities shall include providing information, analysis, and recommendations to the CFPB. The CAB will generally serve as a vehicle for trends and themes in the consumer finance marketplace for the CFPB. Its objectives will include identifying and assessing the impact on consumers and other market participants of new, emerging, and changing products, practices, or services.

II. Agenda

The CAB will discuss broad policy matters related to the Bureau’s Unified Regulatory Agenda and general scope of authority.

If you require any additional reasonable accommodation(s) in order to attend this event, please contact the Reasonable Accommodations team at CFPB_ReasonableAccommodations@cfpb.gov 48 hours prior to the start of this event.

Written comments will be accepted from interested members of the public and should be sent to CFPB_CABandCouncilsEvents@cfpb.gov, a minimum of seven (7) days in advance of the meeting. The comments will be

provided to the CAB members for consideration. Individuals who wish to join this meeting must RSVP via this link https://surveys.consumerfinance.gov/jfe/form/SV_afLvZivfwA0YlsW.

III. Availability

The Board’s agenda will be made available to the public on Monday, February 10, 2025, via consumerfinance.gov.

A recording and summary of this meeting will be available after the meeting on the Bureau’s website consumerfinance.gov.

Jocelyn Sutton,

Deputy Chief of Staff, Consumer Financial Protection Bureau.

[FR Doc. 2025-01760 Filed 1-24-25; 8:45 am]

BILLING CODE 4810-AM-P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 25-C0002]

Proposed Settlement Agreement, Stipulation, Order and Judgement, etc.; Fitbit, LLC

AGENCY: Consumer Product Safety Commission.

ACTION: Notice.

SUMMARY: The Commission publishes in the **Federal Register** any settlement that it provisionally accepts under the Consumer Product Safety Act. Published below is a provisionally accepted Settlement Agreement with Fitbit, LLC, containing a civil penalty in the amount of \$12,250,000 subject to the terms and conditions of the Settlement Agreement. The Commission voted unanimously (5-0) to provisionally accept the proposed Settlement Agreement and Order pertaining to Fitbit, LLC.

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 February 11, 2025.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to Comment 25-C0002, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, MD 20814; telephone: (240) 863-8938 (mobile), (301) 504-7479 (office); email: cpsc-os@cpsc.gov.

FOR FURTHER INFORMATION CONTACT: Mark Raffman, Senior Trial Attorney, Division of Enforcement and Litigation, Office of Compliance and Field

Operations, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814; mrffman@cpsc.gov; 301-504-5906 (office).

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

Dated: January 22, 2025.

Brianna Bell,

Paralegal Specialist.

United States of America

Consumer Product Safety Commission

In the Matter of: Fitbit LLC, CPSC
Docket No.: 25-0002

Settlement Agreement

1. In accordance with the Consumer Product Safety Act, 15 U.S.C. 2051-2089 (“CPSA”), and 16 CFR 1118.20, Fitbit LLC (“Fitbit” or “the Firm”), and the United States Consumer Product Safety Commission (“Commission” or “CPSC”), through its staff, hereby enter into this Settlement Agreement (“Agreement”). The Agreement and the incorporated attached 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, 15 U.S.C. 2051-2089. By executing the 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.

3. Fitbit is a corporation, organized and existing under the laws of the state of Delaware, with its principal place of business in San Francisco, California.

Staff Charges

4. Between 2017 and 2021, Fitbit imported and distributed in the United States approximately 1.02 million Fitbit Ionic smartwatches (collectively, the “Subject Products”).

5. The Subject Products are “consumer products” that were “manufactured” and “import[ed]” and “distribut[ed] in commerce,” as those terms are defined or used in sections 3(a)(5), (8), and (9) of the CPSA, 15 U.S.C. 2052(a)(5), (8), and (9). Fitbit is a “manufacturer” and “distributor” of the Subject Products, as such terms are defined in sections 3(a)(8) and (11) of the CPSA, 15 U.S.C. 2052(a)(8) and (11).

Violation of CPSA Section 19(a)(4)

6. The Subject Products contain a defect which could create a substantial product hazard or create an unreasonable risk of serious injury because the batteries in the Subject

Products can overheat, posing a serious burn hazard to consumers.

7. During 2018 and 2019 and continuing into 2020, Fitbit received numerous reports of the Subject Products overheating while being worn by consumers, causing some consumers to sustain burns including second-degree and third-degree burns on their arms or wrists.

8. In early 2020, Fitbit initiated a firmware update to mitigate the potential for battery overheating; however, Fitbit continued to receive reports of consumers suffering burns due to the product overheating.

9. Despite possessing information that reasonably supported the conclusion that the Subject Products contained a defect that could create a substantial product hazard or created an unreasonable risk of serious injury, Fitbit did not immediately report to the Commission.

10. The Commission and Fitbit jointly announced a recall of the Subject Products on March 2, 2022. The press release announcing the recall stated that the Firm had received at least 115 reports in the United States of the battery in the smartwatch overheating, with 78 reports of burn injuries in the United States including two reports of third-degree burns and four reports of second-degree burns.

Failure To Timely Report

11. Despite having information reasonably supporting the conclusion that the Subject Products contained a defect which could create a substantial product hazard or created an unreasonable risk of serious injury or death, Fitbit did not notify 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), (4), in violation of section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

12. Because the information in Fitbit's possession about the Subject Products constituted actual and presumed knowledge, Fitbit 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).

13. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, Fitbit is subject to civil penalties for its knowing violation of section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

Response of Fitbit

14. This Agreement does not constitute an admission by Fitbit to the staff's charges as set forth in paragraphs 4 through 13 above, including without

limitation that the Subject Products contained a defect that could create a substantial product hazard or created an unreasonable risk of serious injury or death; that Fitbit failed to notify the Commission in a timely matter in accordance with section 15(b) of the CPSA, 15 U.S.C. 2064(b); and that Fitbit 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).

15. Fitbit notified the Commission under Section 15(b) of the CPSA and conducted a voluntary Fast Track recall of the Subject Products, which was announced on March 2, 2022.

16. Fitbit enters into this Agreement to settle this matter and to avoid the cost, distraction, delay, uncertainty, and inconvenience of protracted litigation or other proceedings. Fitbit does not admit that it violated the CPSA or any other law, and Fitbit's willingness to enter into this Agreement and Order does not constitute, nor is it evidence of, an admission by Fitbit of liability, or violation of any law.

Agreement of the Parties

17. Under the CPSA, the Commission has jurisdiction over the matter involving the Subject Products and over Fitbit.

18. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by Fitbit or a determination by the Commission that Fitbit violated the CPSA.

19. In settlement of staff's charges, Fitbit shall pay a civil penalty in the amount of twelve million, two-hundred-fifty thousand dollars (\$12,250,000). The \$12,250,000 Payment shall be paid within thirty (30) calendar days after receiving 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 Fitbit under this Agreement. Failure to make such payment by the date specified in the Commission's final Order shall constitute Default.

20. The Commission or the United States may seek enforcement for any breach of, or any failure to comply with, any provision of this Agreement and Order in United States District Court, to seek relief including, but not limited to, collecting amounts due.

21. All unpaid amounts, if any, due and owing under the Agreement, shall constitute a debt due and immediately

owing by Fitbit to the United States, and interest shall accrue and be paid by Fitbit at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b) from the date of Default, until all amounts due have been paid in full (hereinafter "Default Payment Amount" and "Default Interest Balance"). Fitbit 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 Fitbit 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. Fitbit shall pay the United States all reasonable costs of collection and enforcement under this paragraph, respectively, including reasonable attorney's fees and expenses.

22. After staff receives this Agreement executed on behalf of Fitbit, staff shall promptly submit the Agreement to the Commission for provisional acceptance. Promptly following 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 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 it 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 Fitbit, 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: (1) the Commission's final acceptance of the Agreement and service of the accepted Agreement upon Fitbit and (2) the date of issuance of the final Order, for good and valuable consideration, Fitbit 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 this Agreement:

- (i) an administrative or judicial hearing;
- (ii) judicial review or other challenge or contest of the Commission's actions;
- (iii) a determination by the Commission of whether Fitbit failed to comply with the CPSA and the underlying regulations;
- (iv) a statement of findings of fact and conclusions of law; and
- (v) any claims under the Equal Access to Justice Act.

25. Fitbit shall maintain a compliance program ("Compliance Program") designed to ensure compliance with the CPSA with respect to any consumer product imported, manufactured, distributed or sold by Fitbit in the United States, which shall contain the following elements:

(i) written standards, policies, and procedures, including those designed to ensure that information that may relate to or impact CPSA compliance is conveyed effectively to personnel responsible for CPSA compliance, whether or not an injury has been reported;

(ii) procedures and systems for tracking and reviewing claims, including warranty claims, and reports for safety concerns and for implementing corrective and preventive actions when compliance deficiencies or violations are identified;

(iii) procedures requiring that information required to be disclosed by Fitbit to the Commission is recorded, processed, and reported in accordance with applicable law;

(iv) procedures requiring that all reporting made to the Commission is timely, truthful, complete, accurate, and in accordance with applicable law;

(v) procedures requiring that prompt disclosure is made to Fitbit management of any significant deficiencies or material weaknesses in the design or operation of such internal controls that are reasonably likely to affect adversely, in any material respect, Fitbit's ability to record, process and report to the Commission in accordance with applicable law;

(vi) mechanisms to effectively communicate to all applicable Fitbit employees, through training programs or other means, compliance-related company policies and procedures to prevent violations of the CPSA;

(vii) 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;

(viii) Fitbit's senior management responsibility for, and general board oversight of, CPSA compliance, including the implementation of steps to ensure that incident and injury data is reviewed and analyzed for purposes of CPSA Section 15(b) reporting;

(ix) for one (1) year, an internal audit of the Compliance Program that evaluates opportunities for improvement, deficiencies or weaknesses, and the Firm's overall culture of compliance; and

(x) retention of all CPSA compliance-related records for at least five (5) years, and availability of such records to CPSC staff upon request.

26. Fitbit shall submit a report under CPSA Section 16(b), sworn to under penalty of perjury:

(i) describing in detail its compliance program and internal controls and the actions Fitbit has taken to comply with each subparagraph of paragraph 25;

(ii) affirming that during the reporting period, Fitbit has reviewed its compliance program and internal controls, including the actions referenced in subparagraph (i) of this paragraph, for effectiveness, and that it complies with each subparagraph of paragraph 25, or describing in detail any non-compliance with any such subparagraph; and

(iii) identifying the results of the internal audit referenced in paragraph 25(ix) and any changes or modifications made during the reporting period to Fitbit's compliance program or internal controls to ensure compliance with the terms of the CPSA and, in particular, the requirements of CPSA Section 15 related to timely reporting.

Such report shall be submitted to the Director, Office of Compliance, Division of Enforcement and Litigation, 30 days after the close of the 12-month reporting period, which begins on the date of the Commission's Final Order of Acceptance of the Agreement. Without limitation, Fitbit acknowledges and agrees that failure to make such timely and accurate reports, as required by this Agreement and Order, may constitute a violation of Section 19(a)(3) of the CPSA, 15 U.S.C. 2068(a)(3), and may subject Fitbit to enforcement under Section 22 of the CPSA, 15 U.S.C. 2071.

27. Notwithstanding and in addition to the above, during the one-year reporting period, Fitbit shall promptly provide written documentation of any changes or modifications to its compliance program or internal controls and procedures, including the effective dates of the changes or modifications thereto. Fitbit shall cooperate fully and truthfully with staff and shall make available all non-privileged information

and materials and personnel deemed necessary by staff to evaluate Fitbit's compliance with the terms of the Agreement.

28. The parties acknowledge and agree that the Commission may publicize the terms of the Agreement and the Order.

29. Fitbit 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 Fitbit, enforceable against Fitbit in accordance with its terms. The individuals signing the Agreement on behalf of Fitbit represent and warrant that they are duly authorized by Fitbit to execute the Agreement.

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

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

32. The Agreement and the Order shall apply to, and be binding upon, Fitbit and each of its parents, successors, transferees, and assigns; and a violation of the Agreement or Order may subject Fitbit, and each of its parents, successors, transferees, and assigns, to appropriate legal action.

33. The Agreement, any attachments, and the Order constitute the complete agreement between the parties on the subject matter contained therein.

34. 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 shall not, therefore, be construed against any party, for that reason, in any subsequent dispute.

35. The Agreement may 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.

36. 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 Fitbit agree in writing that severing the provision materially affects the purpose of the Agreement and the Order.
(Signatures on next page)

FITBIT LLC

Dated: 1/6/2025.

By: /s/

Kenneth H. Yi,
Fitbit LLC Authorized Signatory.

Dated: 1/6/2025.

By: /s/

Matthew Howsare,
Cooley LLP Counsel to Fitbit LLC.

U.S. CONSUMER PRODUCT SAFETY
COMMISSION

Leah W. Ippolito,
Supervisory Attorney.

Dated: 1/6/2025.

By: /s/

Mark S. Raffman,
Senior Trial Attorney, Division of
Enforcement and Litigation, Office of
Compliance and Field Operations.

United States of America

Consumer Product Safety Commission

In the Matter of: Fitbit LLC, CPSC
Docket No.: 25–0002

Order

Upon consideration of the Settlement Agreement entered into between Fitbit LLC (“Fitbit”) and the U.S. Consumer Product Safety Commission (“Commission” or “CPSC”), and the Commission having jurisdiction over the subject matter and over Fitbit, and it appearing that the Settlement Agreement is in the public interest, the Settlement Agreement is incorporated by reference and it is:

Provisionally accepted and this Order issued on the 22nd day of January, 2025.

By Order of the Commission:

/s/

Alberta E. Mills,
Secretary, U.S. Consumer Product Safety
Commission.

[FR Doc. 2025–01753 Filed 1–24–25; 8:45 am]

BILLING CODE 6355–01–P

DEPARTMENT OF DEFENSE

Department of the Army

Supplemental Final Environmental Impact Statement Addressing Heat and Electrical Upgrades at Fort Wainwright, Alaska

AGENCY: Department of the Army, DoD.

ACTION: Public notice.

SUMMARY: The Department of the Army (Army) is supplementing the Final Environmental Impact Statement (Final EIS) addressing heat and electrical upgrades at Fort Wainwright, Alaska. The current coal-fired central heat and power plant (CHPP) and its aging heat distribution system require an upgrade that resolves safety, resiliency, fiscal,

and regulatory concerns. After publication of the Final EIS Notice of Availability (NOA) in the **Federal Register** on February 10, 2023, the Army determined that additional analysis is required prior to the Army executing a Record of Decision.

DATES: The Army anticipates publishing a NOA in 2025 for the Supplemental Final EIS. The public will be invited to comment on the Supplemental Final EIS.

ADDRESSES: Digital copies of the EIS documents are available online at: <https://home.army.mil/wainwright/about/garrison/public-works/environmental/national-environmental-policy-act-nepa/environmental-impact-statements/Heat-and-Electrical-Upgrades-Environmental-Impact-Statement>.

FOR FURTHER INFORMATION CONTACT: Mr. Grant Sattler by: regular mail at Public Affairs Office, AMIM–AKG–PA (Sattler), 1060 Gaffney Road #5900, Fort Wainwright, AK 99703–5900; telephone at (907) 353–6701; or email at alan.g.sattler.civ@army.mil.

SUPPLEMENTARY INFORMATION: Fort Wainwright is in the interior of Alaska in the Fairbanks North Star Borough. Fort Wainwright is home to U.S. Army Garrison—Alaska (USAG-Alaska) and units of the 11th Airborne Division. The soldiers, families, and civilian employees who make up the Fort Wainwright population rely on a 68-year-old coal-fired CHPP and an aged heat distribution system to heat and power more than 400 facilities. The CHPP is one of the oldest working coal-fired power plants in the United States and is operating beyond its design life. Within the last decade, the installation has experienced critical, near-catastrophic failures of the CHPP and unexpected, installation-wide outages due to maintenance, repair, and operational issues.

Unexpected outages present substantial risk to safety and to mission readiness. Constructing upgraded heat and electrical infrastructure would reduce utility costs, minimize the risk of a catastrophic failure, help safeguard mission readiness, meet energy efficiency standards, comply with emissions standards, and conform to Army-directed energy security criteria.

USAG-Alaska is proposing to upgrade its coal-fired CHPP at Fort Wainwright to a more reliable and sustainable heating and electrical system that would comply with Army installation energy security requirements and with applicable air quality standards. The purpose of the proposed action is to

provide reliable heat and electrical infrastructure for the installation in order to resolve safety, resiliency, fiscal, and regulatory concerns. The Army needs to prevent the potential failure of heat and power generation and distribution. Such a failure could require evacuation of the installation and severely affect mission readiness.

The alternatives the Army is considering are: (1) construction of a new coal-fired CHPP; (2) construction of a new, dual-fuel, combustion turbine generator CHPP that would be primarily fueled by natural gas; (3) decentralization of heat and power, whereby heat would be provided by distributed natural gas boilers at facilities across the installation and electricity would be purchased from a local utility provider; and (4) continued operation of the current plant with periodic upgrades (*i.e.*, the No-Action Alternative).

The Supplemental Final EIS will update: information regarding fuel source availability, transportation, and infrastructure requirements; information on alternative technologies; comparative greenhouse gas emissions; and socio-economic impacts. Updates regarding greenhouse gas emissions will reflect the Council on Environmental Quality’s guidance on considering greenhouse gases.

The Army anticipates publishing a NOA in the **Federal Register** in 2025 to invite the public to comment on the Supplemental Final EIS. This process is consistent with 40 Code of Federal Regulations (CFR) 1502.9(d) and 1503.1(b), and with 32 CFR 651.5(g)(1), 651.24, and 651.45(l).

No earlier than 30 days after publication of the Supplemental Final EIS, the Army will sign a Record of Decision.

James W. Satterwhite Jr.,

Army Federal Register Liaison Officer.

[FR Doc. 2025–01757 Filed 1–24–25; 8:45 am]

BILLING CODE 3711–CC–P

DEPARTMENT OF ENERGY

Federal Energy Regulatory Commission

Combined Notice of Filings #1

Take notice that the commission received the following accounting Request filings:

Docket Numbers: AC25–49–000.

Applicants: Entergy Services, LLC, Entergy New Orleans, LLC.

Description: Entergy Services LLC, et al. submits request for a limited waiver