

**EFFECTIVE DATE:** November 3, 2000.

**FOR FURTHER INFORMATION CONTACT:** Ross Arnold, International Trade Specialist, Office of Textiles and Apparel, U.S. Department of Commerce, (202) 482-4212. For information on the quota status of these limits, refer to the Quota Status Reports posted on the bulletin boards of each Customs port, call (202) 927-5850, or refer to the U.S. Customs website at <http://www.customs.gov>. For information on embargoes and quota re-openings, call (202) 482-3715.

**SUPPLEMENTARY INFORMATION:**

**Authority:** Section 204 of the Agricultural Act of 1956, as amended (7 U.S.C. 1854); Executive Order 11651 of March 3, 1972, as amended.

The current limits for certain categories are being adjusted for swing, special shift and carryforward.

A description of the textile and apparel categories in terms of HTS numbers is available in the **CORRELATION:** Textile and Apparel Categories with the Harmonized Tariff Schedule of the United States (see **Federal Register** notice 64 FR 71982, published on December 22, 1999). Also see 64 FR 68333, published on December 7, 1999.

**D. Michael Hutchinson,**

*Acting Chairman, Committee for the Implementation of Textile Agreements.*

**Committee for the Implementation of Textile Agreements**

October 31, 2000.

Commissioner of Customs,  
*Department of the Treasury, Washington, DC 20229.*

Dear Commissioner: This directive amends, but does not cancel, the directive issued to you on December 1, 1999, by the Chairman, Committee for the Implementation of Textile Agreements. That directive concerns imports of certain cotton, man-made fiber, silk blend and other vegetable fiber textiles and textile products, produced or manufactured in Bangladesh and exported during the twelve-month period which began on January 1, 2000 and extends through December 31, 2000.

Effective on November 3, 2000, you are directed to adjust the limits for the following categories, as provided for under the Uruguay Round Agreement on Textiles and Clothing:

Category	Adjusted twelve-month limit <sup>1</sup>
237 .....	386,264 dozen.
331 .....	1,500,150 dozen pairs.
334 .....	190,433 dozen.
335 .....	216,371 dozen.
336/636 .....	570,082 dozen.
338/339 .....	1,986,641 dozen.
340/640 .....	4,065,662 dozen.
341 .....	3,376,739 dozen.
351/651 .....	965,092 dozen.
352/652 .....	12,908,618 dozen.

Category	Adjusted twelve-month limit <sup>1</sup>
363 .....	32,816,179 numbers.
369-S <sup>2</sup> .....	2,161,838 kilograms.
634 .....	630,639 dozen.
635 .....	424,623 dozen.
638/639 .....	2,193,755 dozen.
641 .....	738,723 dozen.
645/646 .....	435,322 dozen.
847 .....	380,252 dozen.

<sup>1</sup>The limits have not been adjusted to account for any imports exported after December 31, 1999.

<sup>2</sup>Category 369-S: only HTS number 6307.10.2005.

The Committee for the Implementation of Textile Agreements has determined that these actions fall within the foreign affairs exception of the rulemaking provisions of 5 U.S.C. 553(a)(1).

Sincerely,  
D. Michael Hutchinson,  
*Acting Chairman, Committee for the Implementation of Textile Agreements.*

[FR Doc.00-28267 Filed 11-2-00; 8:45 am]

**BILLING CODE 3510-DR-F**

**COMMODITY FUTURES TRADING COMMISSION**

**Sunshine Act Meeting**

**“FEDERAL REGISTER” CITATION OF PREVIOUS ANNOUNCEMENT:** 65 FR 65843; 65 FR 64687.

**PREVIOUSLY ANNOUNCED TIME AND DATE OF MEETING:** 1 p.m., Wednesday, November 1, 2000.

**CHANGES IN THE MEETING:** The open meeting previously scheduled for 1 p.m., Wednesday, November 1, 2000 has been postponed until 1 p.m., Monday, November 6, 2000.

**CONTACT PERSON FOR MORE INFORMATION:** Jean A. Webb, 418-5100.

**Jean A. Webb,**  
*Secretary of the Commission.*  
[FR Doc. 00-28351 Filed 11-1-00; 11:24 am]  
**BILLING CODE 6351-01-M**

**CONSUMER PRODUCT SAFETY COMMISSION**

[CPSC Docket No. 01-C0002]

**Tropitone Furniture Co., Inc., a Corporation, Provisional Acceptance of a Settlement Agreement and Order**

**AGENCY:** Consumer Product Safety Commission.

**ACTION:** Notice.

**SUMMARY:** It is the policy of the Commission to publish settlements which it provisionally accepts under the

Consumer Product Safety Act in the **Federal Register** in accordance with the terms of 16 CFR 1118.20(e). Published below is a provisionally-accepted Settlement Agreement with Tropitone Furniture Co., Inc., a corporation, containing a civil penalty of \$750,000.

**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 November 20, 2000.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 01-C0002, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

**FOR FURTHER INFORMATION CONTACT:** Deborah S. Orlove, Trial Attorney, Office of Compliance and Enforcement, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504-0626, 1347.

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

Dated: October 30, 2000.

**Sadye E. Dunn,**  
*Secretary.*

**Settlement Agreement and Order**

1. This Settlement Agreement, made by and between the staff (“the staff”) of the U.S. Consumer Product Safety Commission (“the Commission”) and Tropitone Furniture Co., Inc. (“Tropitone”), a corporation, in accordance with 16 CFR 1118.20 of the Commission’s Procedures for Investigations, Inspections, and Inquiries under the Consumer Product Safety Act (“CPSA”), is a settlement of the staff allegations set forth below.

**I. The Parties**

2. The Commission is an independent federal regulatory agency responsible for the enforcement of the Consumer Product Safety Act, 15 U.S.C. 2051-2084.

3. Tropitone is a corporation organized and existing under the laws of the State of Florida. Its principal offices are located at 5 Marconi, Irvine, California 92618.

**II. Staff Allegations**

4. The following models of chaise lounge chairs manufactured by Tropitone are the subject of this Settlement Agreement:

Model name	Model No.	Dates manufactured	Dimensions (width × length × height)
TropiKai .....	935 .....	1985–1991 .....	24" × 77.5" × 41.5".
	935HYA .....	1991–April 1992 .....	
Verrazano .....	4332 .....	1987–1992 .....	27.5" × 78.5" × 39.75".
Cotillion .....	4032 .....	1986–1987 .....	29" × 81.75" × 42".
Cayman .....	5932 .....	1989–April 1992 .....	27.5" × 80" × 44".
Colony .....	4932 .....	1987–1991 .....	29.75" × 80" × 42".
Seychelle .....	4432 .....	1986–April 1992 .....	25" × 79" × 40".

5. Beginning in 1985, Tropitone manufactured, distributed and/or sold into United States commerce more than 123,000 chaise lounge chairs, described in paragraph 4 above. Tropitone is, therefore, a manufacturer, distributor and/or retailer of a consumer product distributed in U.S. commerce, pursuant to 15 U.S.C. 2052(a)(1), (4), (5) and (6).

6. The chaise lounge chairs, described in paragraph 4 above, contained a nylon ratchet system that controlled the height of the headrest on the chaise lounge. The nylon ratchets were prone to break, causing the headrest to collapse and injure consumers. Consumers who reached behind the headrest to adjust its height by placing their fingers between the headrest frame and the chaise bed suffered injuries when the nylon ratchet failure caused the headrest to forcefully collapse and "scissor" their fingers.

7. By mid 1988, Tropitone had begun receiving injury claims and complaints regarding the nylon ratchet failure of the chaise lounges described in paragraph 4. Injuries included finger amputations (multiple, full or partial), finger fractures, crushed fingers, pinched fingers, severe finger lacerations, back injury, skull fracture, and facial injuries. CPSC's records indicate that Tropitone learned of at least 170 incidents of nylon ratchet failure that occurred on the chaise lounge chairs described in paragraph 4 between approximately January 1987 and January 1999.

8. Tropitone obtained information which reasonably supported the conclusion that the chaise lounge chairs described in paragraph 4 contained defects which could create a substantial product hazard, but failed to report to the Commission in a timely manner as required by section 15(b)(2) of the CPSA, 15 U.S.C. 2064(b)(2). Tropitone also obtained information which reasonably supported the conclusion that the chaise lounge chairs described in paragraph 4 created an unreasonable risk of serious injury or death, but failed to report to the Commission in a timely manner as required by Section 15(b)(3) of the CPSA, 15 U.S.C. 2064(b)(3).

9. Over a period of several years, Tropitone also failed to report to the Commission information about

approximately 30 settlements and plaintiff's judgments in lawsuits concerning the chaise lounge chairs described in paragraph 4. Tropitone failed to report those lawsuit settlements and judgments in a timely manner as required by section 37 of the CPSA, 15 U.S.C. 2084.

10. By failing to furnish information as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), and section 37 of the CPSA, 15 U.S.C. 2084. Tropitone committed prohibited acts under section 19(a)(4) and (11) of the CPSA, 15 U.S.C. 2068(a)(4) and (11).

11. The staff alleges these violations were committed "knowingly" as that term is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

### III. Response of Tropitone

12. Tropitone denies each and every staff allegation set forth in paragraphs 6–11 above. Tropitone further denies that the lounge chairs described in paragraph 4 above contain any defect which could create a substantial product hazard described in section 15(a) of the CPSA, 15 U.S.C. 2064(a), and that these lounge chairs create an unreasonable risk of serious injury or death. Tropitone further denies that it violated the reporting requirements of section 15(b) of the CPSA, 15 U.S.C. 2064(b), section 37 of the CPSA, 15 U.S.C. 2084, or 16 CFR part 1115.

13. In 1977 Tropitone, of its own initiative, reported to the CPSC concerning breakage of nylon ratchets associated with the lounge chairs described in paragraph 4. In addition, beginning in 1991, and in subsequent years including after Tropitone's 1997 report to the CPSC, Tropitone conducted recalls of these lounge chairs. Since its 1997 report to the CPSC, Tropitone has worked cooperatively with the CPSC staff to conduct recall activities and to resolve this matter.

14. Tropitone enters this Settlement Agreement and Order for settlement purposes only, to avoid incurring additional legal costs and expenses.

### IV. Agreement of the Parties

15. The Commission has jurisdiction over this matter and over Tropitone

under the consumer Product Safety Act (CPSA), 15 U.S.C. 2051 *et seq.*

16. Upon final acceptance by the CPSC of this Settlement Agreement and Order, Tropitone knowingly, voluntarily and completely waives any rights it may have in the above captioned matter (1) to the issuance of a Complaint in this matter; (2) to an administrative or judicial hearing with respect to the staff allegations cited herein; (3) to judicial review, or any other challenge or contest, of the validity of this Settlement Agreement and Order as issued and entered; (4) to a determination by the commission as to whether Tropitone violated section 15(b) of the CPSA, 15 U.S.C. 2064(b), and section 37 of the CPSA, 15 U.S.C. 2084; and (5) to a statement of findings of fact and conclusions of law with regard to the staff allegations.

17. Upon provisional acceptance of this Settlement Agreement and Order by the Commission, this Settlement Agreement and Order shall be placed on the public record and shall be published in the **Federal Register** in accordance with 16 CFR 1118.20(e).

18. This Settlement Agreement and Order shall become effective upon final acceptance by the Commission and its service upon Tropitone. Tropitone shall pay a civil penalty in the amount of seven hundred and fifty thousand and no/dollars (\$750,000.00) to the United States Treasury. Tropitone shall pay two hundred thousand dollars (\$200,000.00) within 10 calendar days of receiving service of the final Settlement Agreement and Order, and shall pay the remaining five hundred fifty thousand dollars (\$550,000.00) on or before June 15, 2001.

19. In the event of default in any of the payments as set forth in paragraph 18 above, which default continues for ten (10) calendar days beyond the due date of payment, Tropitone shall pay the United States Treasury the entire amount of civil penalty due and owing as well as interest on the amount owing at a rate computed pursuant to 28 U.S.C. 1961(a), as well as a penalty in the amount of five hundred dollars (\$500.00) per day until full payment is made, calculated beginning on the first

day after payment is due; provided, in its sole discretion the CPSC may waive Tropitone's obligation to pay some or all of any interest and penalty due and owing under this paragraph 19. In addition, in the event of default, Tropitone shall raise no defense or objection to any collection action the Commission deems appropriate, and Tropitone shall pay all the costs incurred in such action.

20. This Settlement Agreement and Order is not deemed or construed as an admission by Tropitone (a) of any liability or wrongdoing by Tropitone; (b) that Tropitone violated any law or regulation; (c) that the lounge chairs described in paragraph 4 are defective or create a substantial product hazard, or are unreasonably dangerous; (d) that the lounge chairs described in paragraph 4 have caused any injuries; (e) of the truth of any claims or other matters stated in this Settlement Agreement and Order (except as set forth in paragraph 15), or alleged or otherwise stated by the commission or any other person either against Tropitone or with respect to the lounge chairs described in paragraph 4. Nothing contained in this Settlement Agreement and Order precludes Tropitone from raising any defenses in any future litigation not arising out of the terms of this Settlement Agreement and Order.

21. Upon final acceptance of this Settlement Agreement by the Commission, the issuance of the Order, and the full and timely payment by Tropitone to the United States Treasury of a civil penalty in the amount of seven hundred fifty thousand dollars (\$750,000.00), the Commission specifically waives its right to initiate, either by referral to the Department of Justice or bringing in its own name, any action for civil penalties relating to any of the events that gave rise to the CPSC staff's allegations in paragraphs four through eleven, against (a) Tropitone; (b) any of Tropitone's current or former subsidiaries, affiliates, divisions or related entities; (c) any shareholder, director, officer, employee, agent or attorney of any entity referenced in (a) or (b) above; and (d) any successor, heir, or assign of any entity referenced in (a), (b) or (c) above.

22. Upon final acceptance by the Commission, the parties agree that the Commission may publicize the terms of this Settlement Agreement and Order.

23. Tropitone agrees to the entry of the attached Order, which is incorporated herein by reference, and agrees to be bound by its terms. This Settlement Agreement and Order is binding upon, and shall inure to the

benefit of, Tropitone and the assigns and successors of Tropitone.

24. Agreements, understandings, representations, or interpretations made outside this Settlement Agreement and Order may not be used to vary or contradict its terms.

25. This Settlement Agreement and Order have been negotiated by the parties at arms' length. Tropitone is not relying on the advice of the CPSC staff, nor anyone associated with the CPSC staff, as to legal, tax or other consequences of any kind arising out of this Settlement Agreement and Order, and Tropitone specifically assumes the risk of all such legal, tax and other consequences.

26. For all purposes, this Settlement and Order shall constitute an enforceable judgment obtained in an action or proceeding by a governmental unit to enforce its police or regulatory power. This settlement Agreement and Order are pursuant to the Commission's police or regulatory power to remedy the alleged risk created by, and protect the public from, a substantial product hazard which the Commission believes is presented by the lounge chairs described in paragraph 4 above, and this Settlement Agreement and Order are not subject to an automatic stay if Tropitone becomes the subject of a bankruptcy proceeding.

27. If any provision of this Settlement Agreement and Order is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Settlement Agreement and Order, such provision shall be fully severable. In such event, there shall be added as part of this Settlement Agreement and Order a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable. The effective date of the added provision shall be the date upon which the prior provision was held to be invalid, illegal or unenforceable. The rest of this Settlement Agreement and Order shall remain in full effect, unless the CPSC determines, after providing Tropitone with notice and a reasonable opportunity to comment, that severing the provision materially impacts the payment of civil penalties as set forth in this Settlement Agreement and Order. The CPSC determination shall constitute the final agency decision and shall be subject to judicial review, such review to be based upon the record of any such CPSC proceeding and according to law.

28. This Settlement Agreement and Order shall not be waived, changed, amended, modified, or otherwise

altered, except in writing signed by both parties.

29. Tropitone's obligations under this Settlement Agreement and Order shall terminate when Tropitone makes the final payment required under the Order.

Tropitone Furniture Co., Inc.

Dated: September 25, 2000.

**Michael L. Echolds,**  
President.

The Consumer Product Safety Commission.

**Alan H. Schoem,**

Assistant Executive Director, Office of Compliance.

**Eric L. Stone,**

Director, Legal Division, Office of Compliance.

Dated: October 10, 2000.

**Deborah S. Orlove,**

Attorney, Legal Division, Office of Compliance.

#### **Order**

Upon consideration of the Settlement Agreement entered into between Tropitone Furniture Co., Inc. and the staff of the U.S. Consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and Tropitone Furniture Co., Inc., and it appearing that the Settlement Agreement and Order is in the public interest, it is

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

*Further Ordered*, that, upon final acceptance of the Settlement Agreement and Order, Tropitone Furniture Co., Inc., shall pay to the U.S. Treasury a civil penalty under the Consumer Product Safety Act in the amount of SEVEN HUNDRED FIFTY THOUSAND AND no/100 dollars, (\$750,000.00). Tropitone shall pay two hundred thousand dollars (\$200,000.00) within 10 calendar days of receiving service to this final Settlement Agreement and Order, and the remaining five hundred and fifty thousand and dollars (\$550,000.00) on or before June 15, 2001.

Provisionally accepted and Provisional Order issued on the 30th day of October, 2000.

By Order of the Commission.

**Sadye E. Dunn,**

Secretary, U.S. Consumer Product Safety Commission.

[FR Doc. 00-28203 Filed 11-2-00; 8:45 am]

**BILLING CODE 6355-01-M**