

**DEPARTMENT OF COMMERCE****International Trade Administration**

[C-570-913]

**Certain New Pneumatic Off-the-Road Tires From the People's Republic of China: Alignment of Final Countervailing Duty Determination With Final Antidumping Duty Determination**

**AGENCY:** Import Administration, International Trade Administration, Department of Commerce.

**SUMMARY:** The Department of Commerce (the Department) is aligning the final determination in the countervailing duty investigation of certain new pneumatic off-the-road tires (OTR Tires) from the People's Republic of China (PRC) with the final determination in the companion antidumping investigation.

**EFFECTIVE DATE:** January 17, 2008.

**FOR FURTHER INFORMATION CONTACT:** Mark Hoadley, Jack Zhao, or Nicholas Czajkowski, AD/CVD Operations, Office 6, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th Street and Constitution Avenue, NW., Washington, DC 20230; telephone: (202) 482-3148, (202) 482-1396, and (202) 482-1395, respectively.

*Background:* On August 7, 2007, the Department initiated the countervailing duty and antidumping duty investigations on OTR Tires from PRC. See *Certain New Pneumatic Off-the-Road Tires From the People's Republic of China: Initiation of Countervailing Duty Investigation*, 72 FR 44122 (August 7, 2007), and *Initiation of Antidumping Duty Investigation: Certain New Pneumatic Off-the-Road Tires From the People's Republic of China*, 72 FR 43591 (August 7, 2007). The countervailing duty and antidumping duty investigations have the same scope with regard to the subject merchandise covered. On December 17, 2007, the Department published the preliminary affirmative countervailing duty determination pertaining to OTR Tires from the PRC. See *Certain New Pneumatic Off-the-Road Tires from the People's Republic of China: Preliminary Affirmative Countervailing Duty Determination*, 72 FR 71360 (December 17, 2007). On December 11, 2007, the petitioners, Titan Tire Corporation and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy Allied Industrial and Service Workers International Union, AFL-CIO-CLC, submitted a letter, pursuant to 19 CFR 351.210(b)(4), requesting alignment of

the final countervailing duty determination with the final determination in the companion antidumping duty investigation of OTR Tires from the PRC.

Therefore, in accordance with section 705(a)(1) of the Tariff Act of 1930, as amended (the Act), and 19 CFR 351.210(b)(4), we are aligning the final countervailing duty determination on OTR Tires from the PRC with the final determinations in the companion antidumping duty investigation of OTR Tires from the PRC. The final countervailing duty determination will be issued on the same date as the final antidumping duty determination currently scheduled for April 21, 2008, the first business day following the April 20, 2008 deadline for the final antidumping duty determination.

This notice is issued and published pursuant to section 705(a)(1) of the Act.

Dated: January 10, 2008.

**David M. Spooner,**

*Assistant Secretary for Import Administration.*

[FR Doc. E8-790 Filed 1-16-08; 8:45 am]

**BILLING CODE 3510-DS-P**

**CONSUMER PRODUCT SAFETY COMMISSION**

[CPSC Docket No. 08-C0002]

**Stamina Products, 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 Stamina Products, Inc., a corporation, containing a civil penalty of \$105,000.

**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 February 1, 2008.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 08-0002, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 502, Bethesda, Maryland 20814-4408.

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

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

Dated: January 14, 2008.

**Todd A. Stevenson,**  
*Secretary.*

In the Matter of Stamina Products, Inc., a corporation.

CPSC Docket No. 08-C0002

**I. Settlement Agreement and Order**

1. This Settlement Agreement is made by and between the staff ("the staff") of the U.S. Consumer Product Safety Commission ("the Commission") and Stamina Products, Inc. ("Stamina"), a corporation, in accordance with the Commission's Procedures for Investigations, Inspections, and Inquiries under the Consumer Product Safety Act ("CPSA"), 16 CFR 1118.20. This Settlement Agreement and the incorporated attached Order settle the staff's allegations set forth below.

**II. The Parties**

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

3. Stamina is a corporation organized and existing under the laws of the State of Missouri, with its principal corporate office located in Springfield, MO. At all times relevant, Stamina imported and/or distributed exercise equipment and sporting and recreational products.

**II. Allegations of the Staff**

4. Between August 2000 and March 2006, Stamina imported for sale nationwide approximately 668,000 In-Motion Trampolines ("trampolines"), Model Numbers 35-1625, 35-1625A-LC, 35-1625AW, and 36-1625AW-LC.

5. The trampolines are "consumer products" and, at the times relevant herein, Stamina was a "manufacturer" of those consumer products, which were "distributed in commerce," as those terms are defined in sections 3(a)(1), (4), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(1), (4), (11), and (12).

6. The trampolines are defective because the trampoline's folding/unfolding instructions did not adequately warn consumers of the hazards resulting from use of the product.

7. On or about April 11, 2002, Stamina received a report from a

consumer who alleged that while folding/unfolding the trampoline, it popped up and hit her in the mouth knocking a veneer off her tooth.

8. On or about January 2, 2004, Stamina received another report from a consumer who alleged chin lacerations requiring nine sutures when the trampoline sprang back during the folding/unfolding process.

9. From September 2004 through June 2005, Stamina received seven additional complaints from consumers who alleged that the trampoline sprang back during the folding/unfolding process. In six of these complaints, consumers alleged serious injuries consisting of facial lacerations requiring sutures, bruises, headaches, neck pain, broken facial bones, loss of mouth sensation, and blurred vision.

10. All but one of the injuries described in paragraphs 7–9, above constitute ‘serious’ injuries as that term is defined in 16 CFR 1115.6(c).

11. Although Stamina obtained sufficient information to reasonably support the conclusion that the trampolines contained a defect which could create a substantial product hazard or created an unreasonable risk of serious injury or death, Stamina failed to immediately inform the Commission of such defect or risk as required by sections 15(b)(2) and (3) of the CPSA, 15 U.S.C. 2064(b)(2) and (3).

12. By failing to furnish information in a timely manner as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), Stamina 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, Stamina is subject to civil penalties for its failure to make a timely report under section 15(b) of the CPSA, 15 U.S.C. 2064(b).

### III. Stamina's Response

14. Stamina denies the staff's allegations set forth in paragraphs 4 through 13 above.

15. Stamina denies that the trampoline product contained a defect which could create a substantial product hazard, or created an unreasonable risk of serious injury or death, and denies that it violated the reporting requirements of section 15(b) of the CPSA, 15 U.S.C. 2064(b).

16. Stamina reported to the Commission on July 11, 2005.

17. The trampoline's folding/unfolding instructions adequately warned consumers of the hazards that could result from misuse or misassembly of the product.

18. The trampoline product contained assembly and disassembly instructions that Stamina contends, if followed, would have prevented the alleged incidents identified in paragraphs 7 through 9.

19. Stamina contends the incidents identified in paragraphs 7 through 9 were the result of consumer misuse or misassembly.

20. Stamina denies the alleged injuries were ‘serious’ injuries as that term is defined in 16 CFR 1115.6(c).

### IV. Agreement of the Parties

21. The Commission has jurisdiction over this matter and over Stamina under the Consumer Product Safety Act, 15 U.S.C. 2051–2084.

22. In settlement of the staff's allegations, Stamina agrees to pay a civil penalty in the amount of \$105,000.00 as set forth in the attached incorporated Order.

23. The parties enter this Settlement Agreement for settlement purposes only. Neither the Settlement Agreement nor the Order constitute an admission by Stamina or a determination by the Commission that Stamina violated the CPSA's reporting requirements or that the trampoline contained a defect.

24. Upon provisional acceptance of this Settlement Agreement by the Commission, the Commission shall place this Agreement and Order on the public record and shall publish it 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 Settlement Agreement and Order within 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).

25. This Settlement Agreement and Order resolves the alleged violations of the CPSA set forth in paragraphs 4 through 12, above.

26. Upon final acceptance of this Settlement Agreement by the Commission and issuance of the Final Order, Stamina knowingly, voluntarily, and completely waives any rights it may have in this matter to the following: (i) An administrative or judicial hearing; (ii) judicial review or other challenge or contest of the validity of the Commission's actions, (iii) a determination by the Commission as to whether Stamina failed to comply with the CPSA and the underlying regulations; (iv) a statement of findings of fact or conclusions of law; and (v) any claims under the Equal Access to Justice Act.

27. The Commission may publicize the terms of the Settlement Agreement and Order.

28. This Settlement Agreement and Order shall apply to, and be binding upon Stamina and each of its successors and assigns.

29. The Commission's Order in this matter is issued under the provisions of the CPSA, 15 U.S.C. 2051–2084, and a violation of this Order may subject those referenced in paragraph 24 to appropriate legal action.

30. This Settlement Agreement may be used in interpreting the Order. Agreements, understandings, representations, or interpretations made outside of this Settlement Agreement and Order may not be used to vary or contradict its terms.

31. This Settlement Agreement and Order shall not be waived, changed, amended, modified, or otherwise altered without written agreement thereto executed by the party against whom such amendment, modification, alteration or waiver is sought to be enforced, and approval by the Commission.

32. If after the effective date hereof, any provision of this Settlement Agreement and Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Settlement Agreement and Order, such provisions shall be fully severable. The rest of the Settlement Agreement and Order shall remain in full effect, unless the Commission and Stamina jointly determine that severing the provision materially changes the purpose of the Settlement Agreement Order

Stamina Products, Inc.

Dated: November 29, 2007  
Kevin Gerschefske,  
Vice-President & Secretary,  
Stamina Products, Inc.,  
2040 N. Alliance,  
Springfield, MO 65803.

Dated: November 30, 2007

Randall E. Hindricks, Esquire,  
Brandon J.B. Boulware, Esquire,  
Rouse, Hendricks, German May, P.C.,  
Attorneys for Stamina Products, Inc.,  
1010 Walnut, Suite 400,  
Kansas City, MO 64106.

Consumer Product Safety Commission

John Gibson Mullan,  
Assistant Executive Director,  
Office of Compliance and Field Operations,  
Consumer Product Safety Commission,  
4330 East West Highway,  
Bethesda, MD 20814.

Ronald G. Yelenik,  
Acting Director,  
Legal Division,  
Office of Compliance and Field Operations.  
Dated: November 30, 2007

Dennis C. Kacoyanis,  
Trial Attorney,  
Office of Compliance and Field Operations.  
In the Matter of Stamina Products, Inc., a  
corporation

[CPSD DOCKET NO. 08-C0002]

### Order

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

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

*Further ordered* that Stamina shall pay a civil penalty of *one hundred five-thousand dollars* (\$105,000.00) to the order of the United States Treasury within twenty (20) calendar days of service of the Final Order of the Commission upon Stamina. Upon the failure of Stamina to make full payment in the prescribed time, interest on the outstanding balance shall accrue and be paid of the Federal legal rate of interest under the provisions of 28 U.S.C. 1961(a) and (b).

Provisionally accepted and provisional Order issued on the 11th day of January, 2008.

By order of the Commission.

Todd A. Stevenson, Secretary,  
*Consumer Product Safety Commission.*

[FR Doc. 08-153 Filed 1-16-08; 8:45 am]

**BILLING CODE 6355-01-M**

## CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

### Proposed Information Collection; Comment Request

**AGENCY:** Corporation for National and Community Service.

**ACTION:** Notice.

**SUMMARY:** The Corporation for National and Community Service (hereinafter the "Corporation"), as part of its continuing effort to reduce paperwork and respondent burden, conducts a pre-clearance consultation program to provide the general public and Federal agencies with an opportunity to comment on proposed collection of information in accordance with the Paperwork Reduction Act of 1995 (PRA95) (44 U.S.C. 3506(c)(2)(A)). This program helps to ensure that requested data can be provided in the desired format, reporting burden (time and financial resources) is minimized,

collection instruments are clearly understood, and the impact of collection requirement on respondents can be properly assessed.

Currently, the Corporation is soliciting comments concerning the proposed data collection for the VISTA Evaluation Study. This study will evaluate the contributions of the VISTA program in strengthening local organizations to help them develop anti-poverty programs. The study will develop a predictive model based on information obtained from completed VISTA projects to test likely outcomes for projects in their third year of funding.

Copies of the information collection requests can be obtained by contacting the office listed in the address section of this notice.

**DATES:** Written comments must be submitted to the individual and office listed in the **ADDRESSES** section by March 17, 2008.

**ADDRESSES:** You may submit comments, identified by the title of the information collection activity, by any of the following methods:

(1) By mail sent to: Corporation for National and Community Service, Attn. Carol Rogers, Director, Program Evaluation & Planning, Room 9201, 1201 New York Avenue, NW., Washington, DC 20525.

(2) By hand delivery or by courier to the Corporation's mailroom at Room 8100 at the mail address given in paragraph (1) above, between 9 a.m. and 4 p.m. Monday through Friday except Federal holidays.

(3) By fax to: (202) 565-2789, Attention Ms. Carol Rogers, Director, Program Evaluation & Planning.

(4) Electronically through the Corporation's e-mail address system: [crogers@cns.gov](mailto:crogers@cns.gov).

**FOR FURTHER INFORMATION CONTACT:** Carol Rogers (202) 606-5000, ext. 419, or by e-mail at [crogers@cns.gov](mailto:crogers@cns.gov).

**SUPPLEMENTARY INFORMATION:** The Corporation is particularly interested in comments which:

- Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the Corporation, including whether the information will have practical utility;
- 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;
- Enhance the quality, utility and clarity of the information to be collected; and,

- 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 submissions of responses).

### Background

AmeriCorps\*VISTA is a national program administered by the Corporation that provides grants to nonprofit organizations and government entities to support members and volunteers serving in national and local community service programs. The proposed evaluation study will gather information from applications and subsequent project reports of sponsoring organizations about their VISTA projects to develop an understanding of their success in reaching their goals; interview the most knowledgeable person in 250 VISTA projects that have been closed for at least two years; gather information from Corporation State Offices; and conduct 40 site visits to VISTA projects.

### Current Action

The Corporation seeks to enhance data elements collected via these information collection tools.

*Type of Review:* New.

*Agency:* Corporation for National and Community Service.

*Title:* VISTA Evaluation Study.

*OMB Number:*

*Agency Number:* None.

*Affected Public:* AmeriCorps\*VISTA sponsoring organization staff.

*Total Respondents:* 455.

*Frequency:* One time.

*Average Time per Response:* 1 hour.

*Estimated Total Burden Hours:* 455 hours.

*Total Burden Cost (capital/startup):* None.

*Total Burden Cost (operating/maintenance):* None.

Comments submitted in response to this notice will be summarized and/or included in the request for Office of Management and Budget approval of the information collection request; they will also become a matter of public record.

Dated: January 11, 2008.

**Jean Whaley,**

*Director, AmeriCorps\*VISTA.*

[FR Doc. E8-762 Filed 1-16-08; 8:45 am]

**BILLING CODE 6050--\$-P**