

that a violation of this Order may subject Brunswick to appropriate legal action.

25. This Settlement Agreement may be used in interpreting the Order, Agreements, understandings, representations, or interpretations apart from those contained in this Settlement Agreement and Order may not be used to vary or contradict its terms.

26. The provisions of this Settlement Agreement and Order shall apply to Brunswick and each of its successors and assigns.

Respondent, Brunswick Corporation.

Dated: May 20, 2003.

Lloyd W. Chatfield, II,

*Assistant Secretary, Brunswick Corporation,
1 North Field Court, Lake Forest, IL 60045.*

Dated: May 27, 2003.

Erika Z. Jones,

*Mayer, Brown, Rowe & Maw, 1900 K Street,
NW., Washington, DC.*

Commission Staff.

Alan H. Schoem,

*Assistant Executive Director, Office of
Compliance, Consumer Product Safety
Commission, Washington, DC 20207-0001.*

Eric L. Stone,

*Director, Legal Division, Office of
Compliance.*

Dated: May 28, 2003.

Dennis C. Kacoyanis,

*Trial Attorney, Legal Division, Office of
Compliance.*

Order

Upon consideration of the Settlement Agreement entered into between Respondent Brunswick Corporation, and the staff of the Consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and Brunswick Corporation; 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, Brunswick Corporation shall pay to the Commission a civil penalty in the amount of *One Million and 00/100 Dollars* (\$1,000,000.00) within twenty (20) days after service upon Respondent of this Final Order of the Commission.

Provisionally accepted and Provisional Order issued on the 11th day of September, 2003.

By Order of the Commission.

Todd A. Stevenson,

*Secretary, Consumer Product Safety
Commission.*

[FR Doc. 03-23617 Filed 9-15-03; 8:45 am]

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CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 03-C0002]

Murray, 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 C.F.R. 1118.20. Published below is a provisionally-accepted Settlement Agreement with Murray, Inc., a corporation, containing a civil penalty of \$375,000.00.

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 October 1, 2003.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 03-C0002, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

FOR FURTHER INFORMATION CONTACT: Dennis C. Kacoyanis, Trial Attorney, Office of Compliance, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504-7587.

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

Dated: September 11, 2003.

Todd A. Stevenson,

Secretary.

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 Murray, Inc. ("Murray" or "Respondent"), 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"). This Settlement Agreement settles the staff's 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 *et seq.*

3. Murray is a corporation organized and existing under the laws of the State of Tennessee with its principal corporate offices located in Brentwood, Tennessee.

II. Allegations of the Staff

A. Rear-Engine Riding Lawnmower

4. Between January 1995 and January 2002, Murray manufactured and distributed nationwide approximately 89,500 rear-engine riding lawnmowers, model numbers 30560, 30565, 30577x7, 502.256210, 536.270211, 536.270212, 30560x7, 30577x8, 502.256220, MOM611115A59, 30560x60, 60575x8, 30577x31, 502.270210, MOM6115A89, 30560x99, 30575x31, 502.251250, and 502.270211.

5. The rear-engine riding lawnmowers are sold to consumers for use in or around a permanent or temporary household or residence and are, therefore, "consumer products" as defined in section 3(a)(1)(i) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2052(a)(1)(i). Respondent is a "manufacturer" and "distributor" of the rear-engine riding lawnmowers, which were "distributed in commerce" as those terms are defined in sections 3(a)(4), (5), (11), and (12) of the CPSA, 15 U.S.C. 2052(a)(4), (5), (11), and (12).

6. The rear-engine riding lawnmowers' fuel tanks can crack and leak fuel and the leaking fuel can ignite, posing a burn or fire hazard to consumers.

7. In the fall 2000, one of Murray's retail customers told Murray that it had replaced four or five fuel tanks on rear-engine riding lawnmowers because of complaints of fuel leakage.

8. Murray asked the two manufacturers of the fuel tanks to compile and to review all engineering and manufacturing data regarding the fuel tanks. Murray never followed through on its request to the two manufacturers of the fuel tanks for the engineering and manufacturing data regarding the fuel tanks.

9. By December 2000, Respondent had retrieved five fuel tanks for which consumers alleged a fuel leak. Respondent's evaluation of these fuel tanks indicated fuel leakage.

10. In February 2001, one of Murray's retail customers directed a consumer complaint to Murray. In its communication, the retail customer told Murray of its legal obligation under section 15(b) of the CPSA to report to the Commission if it found that the rear-engine riding lawnmower contained a defect which could create a substantial product hazard.

11. In September 2001, one of Respondent's retail customers directed