

ATTACHMENT A—VIOLATIVE
FIREWORKS—Continued

Sample No.	Model name
07-840-6847	Merlin's Match.
07-840-6849	Vendicator.
07-840-6865	The Best of the Best.
07-840-6867	Flashing Thunder.
07-840-6869	Loyal To None.
07-840-6904	Loyal To None.
07-840-7267	The Big Package.
07-840-7269	One Bad Mother.
07-840-7283	One Bad Mother.
07-840-7291	One Bad Mother.
07-840-7292	Loyal To None.
07-840-7297	Instigator.
07-840-7304	Loyal To None.
07-840-7305	One Bad Mother.
07-840-7317	Saturn Missile Battery.
07-840-7319	Loyal To None.
07-840-7320	One Bad Mother.
07-840-7321	One Bad Mother.
07-840-7324	Red White & Blue Forever.
07-840-7328	Festival Balls.
07-840-7467	Loyal To None.
07-840-7468	So What Are You Looking At?
07-840-7486	Loyal To None.
07-840-7289	Whistling Chaser.
07-810-5036	Return To Glory.
07-810-5037	One Bad Mother 9 Shot.
07-810-5041	World Class Loyal To None.
07-840-6890	Grave Digger.
07-840-6891	Megabanger Megatron.
07-840-6892	Megabanger Just Bad.
07-840-7091	Loyal To None.
07-840-7197	One Bad Mother.
07-840-7207	Loyal To None.
07-840-7208	The Big Package.
07-840-7209	Jumbo Smoke Balls.
07-810-5494	Loyal To None.
07-810-5738	Loyal To None.
07-810-5739	Loyal To None.
07-810-5740	Loyal To None.
07-810-5781	So What Are You Looking At?
07-810-5782	Saturn Missile Battery.
07-810-5785	Loyal To None.
07-810-5786	The Big Dog.
07-810-5788	Extreme Machine.
07-810-5790	Loyal To None.
07-810-5791	Loyal to None.
07-810-5792	Loyal To None.
07-840-7282	Loyal To None.
07-840-7288	Loyal To None.

Order

Upon consideration of the Settlement Agreement entered into between Jake's Fireworks, Inc., Far East Imports, Inc., Wholesale Fireworks Enterprises, LLC and Pacific Northwest Fireworks, Inc., (hereinafter, "Respondents") and the staff of the United States Consumer Product Safety Commission ("Commission"), and the Commission having jurisdiction over the subject matter and over Respondents, and it appearing that the Settlement Agreement and Order are in the public interest, it is

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

Further ordered, that Respondents shall pay a civil penalty in the amount of one hundred thousand dollars (\$100,000.00) within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be made by check payable to the order of the United States Treasury. Upon the failure of Respondents to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Respondents at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b); and it is

Further ordered, that within six (6) months of service of the Final Order, in accordance with the terms set forth in the Settlement Agreement, Respondents shall destroy at their own cost, the entire inventory of violative fireworks referenced in *Attachment A* to the Settlement Agreement. Upon the failure of Respondents to comply with the terms of destruction set forth in the Settlement Agreement, the firm agrees to pay to the United States of America, five thousand dollars in liquidated damages for each day such violation continues. The amount of liquidated damages in this paragraph shall not

exceed \$750,000.00 in any one calendar year;

Provisionally accepted and provisional Order issued on the 24th day of November 2010.

By Order of the Commission.

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

[FR Doc. 2010-30073 Filed 11-29-10; 8:45 am]

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DEPARTMENT OF DEFENSE

Office of the Secretary

[Transmittal Nos. 10-24]

36(b)(1) Arms Sales Notification

AGENCY: Department of Defense, Defense Security Cooperation Agency.

ACTION: Notice.

SUMMARY: The Department of Defense is publishing the unclassified text of a section 36(b)(1) arms sales notification. This is published to fulfill the requirements of section 155 of Public Law 104-164 dated 21 July 1996.

FOR FURTHER INFORMATION CONTACT: Ms. B. English, DSCA/DBO/CFM, (703) 601-3740.

SUPPLEMENTARY INFORMATION: The following is a copy of a letter to the Speaker of the House of Representatives, Transmittals 10-24 with attached transmittal, and policy justification.

Dated: November 23, 2010.

Morgan F. Park,
Alternate OSD Federal Register Liaison
Officer, Department of Defense.

BILLING CODE 5001-06-P



DEFENSE SECURITY COOPERATION AGENCY

201 12TH STREET SOUTH, STE 203
ARLINGTON, VA 22202-5408

NOV 18 2010

The Honorable Nancy Pelosi
Speaker
U.S. House of Representatives
Washington, DC 20515

Dear Madam Speaker:

Pursuant to the reporting requirements of Section 36(b)(1) of the Arms Export Control Act, as amended, we are forwarding herewith Transmittal No. 10-24, concerning the Department of the Army's proposed Letter(s) of Offer and Acceptance to the Kingdom of Saudi Arabia for defense articles and services estimated to cost \$71 million. After this letter is delivered to your office, we plan to issue a press statement to notify the public of this proposed sale.

Sincerely,

A handwritten signature in cursive script that reads "Jeanne L. Farmer".

Jeanne L. Farmer
Acting Deputy Director

Enclosures:

1. Transmittal
2. Policy Justification
3. Regional Balance (Classified Document Provided Under Separate Cover)

Transmittal No. 10-24

Notice of Proposed Issuance of Letter of Offer
Pursuant to Section 36(b)(1)
of the Arms Export Control Act

- (i) Prospective Purchaser: Kingdom of Saudi Arabia
- (ii) Total Estimated Value:

Major Defense Equipment*	\$59 million
Other	<u>\$12 million</u>
TOTAL	\$71 million
- (iii) Description and Quantity or Quantities of Articles or Services under Consideration for Purchase: 150 JAVELIN Guided Missiles, 12 Fly-to-Buy Missiles, 20 JAVELIN Command Launch Units (CLUs) with Integrated Day/Thermal Sight, containers, missile simulation rounds, Enhanced Producibility Basic Skills Trainer (EPBST), rechargeable and non-rechargeable batteries, battery dischargers, chargers, and coolant units, support equipment, spare and repair parts, publications and technical data, U.S. Government and contractor engineering and logistics personnel services, and other related elements of logistics support.
- (iv) Military Department: Army (VBG)
- (v) Prior Related Cases, if any: None
- (vi) Sales Commission, Fee, etc., Paid, Offered, or Agreed to be Paid: None
- (vii) Sensitivity of Technology Contained in the Defense Article or Defense Services Proposed to be Sold: None
- (viii) Date Report Delivered to Congress: NOV 18 2010

* as defined in Section 47(6) of the Arms Export Control Act.

POLICY JUSTIFICATIONKingdom of Saudi Arabia – JAVELIN Missiles

The Kingdom of Saudi Arabia has requested a possible sale of 150 JAVELIN Guided Missiles, 12 Fly-to-Buy Missiles, 20 JAVELIN Command Launch Units (CLUs) with Integrated Day/Thermal Sight, containers, missile simulation rounds, Enhanced Producibility Basic Skills Trainer (EPBST), rechargeable and non-rechargeable batteries, battery dischargers, chargers, and coolant units, support equipment, spare and repair parts, publications and technical data, U.S. Government and contractor engineering and logistics personnel services, and other related elements of logistics support. The estimated cost is \$71 million.

This proposed sale will contribute to the foreign policy and national security of the United States by helping to improve the security of a friendly country which has been and continues to be an important force for political stability and economic progress in the Middle East.

The proposed sale will improve Saudi Arabia's capability to meet current and future threats. Saudi Arabia will use the enhanced capability as a deterrent to regional threats and to strengthen its homeland defense. Saudi Arabia currently does not have JAVELIN Anti-tank missiles in its inventory, but will have no difficulty absorbing these additional missiles.

The proposed sale of these defense articles to the Kingdom of Saudi Arabia will not alter the basic military balance in the region.

The prime contractors will be Javelin Joint Venture of Raytheon in Tucson, Arizona, and Lockheed Martin, in Orlando Florida. There are no known offset agreements proposed in connection with this potential sale.

Implementation of this sale will not require the assignment of any U.S. Government or contractor representatives to the Kingdom of Saudi Arabia.

There will be no adverse impact on U.S. defense readiness as a result of this proposed sale.

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DEPARTMENT OF DEFENSE**Office of the Secretary**

[Transmittal Nos. 10-49]

36(b)(1) Arms Sales Notification

AGENCY: Department of Defense, Defense Security Cooperation Agency.

ACTION: Notice.

SUMMARY: The Department of Defense is publishing the unclassified text of a section 36(b)(1) arms sales notification. This is published to fulfill the requirements of section 155 of Public Law 104-164 dated 21 July 1996.

FOR FURTHER INFORMATION CONTACT: Ms. B. English, DSCA/DBO/CFM, (703) 601-3740.

SUPPLEMENTARY INFORMATION: The following is a copy of a letter to the Speaker of the House of Representatives, Transmittals 10-49 with attached transmittal, policy justification, and Sensitivity of Technology.

Dated: November 23, 2010.

Morgan F. Park,

Alternate OSD Federal Register Liaison Officer, Department of Defense.

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