IV. Request for Comments

Comments are invited on: (a) Whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information shall have practical utility; (b) the accuracy of the agency's estimate of the burden (including hours and cost) of the proposed collection of information; (c) ways to enhance the quality, utility, and clarity of the information to be collected; and (d) ways to minimize the burden of the collection of information on respondents, including through the use of automated collection techniques or other forms of information technology.

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

Dated: December 8, 1999.

Linda Engelmeier,

Departmental Forms Clearance Officer, Office of the Chief Information Officer.

[FR Doc. 99–32159 Filed 12–10–99; 8:45 am]

BILLING CODE 3510–07–P

DEPARTMENT OF COMMERCE

Bureau of Export Administration

[Docket No. 99–BXA–04]

MK Technology Associates, Ltd., Respondent; Decision and Order

This matter is before me for review pursuant to § 766.22 of the Export Administration Regulations. On October 20, 1999, Administrative Law Judge Harry J. Gardner issued a recommended decision and order that granted the respondent's motion for summary dismissal of the charging letter and ordered that the case be dismissed with prejudice to the Bureau of Export Administration's Office of Export Enforcement. For the reasons stated below, I am adopting the ALJ's recommended decision and order.

The ALJ's decision sets out the factual background of this case. In summary, prior to the issuance of the charging letter, lawyers for the respondent and for the Office of Export Enforcement (OEE) attempted to conclude an agreement to extend the statute of limitations so that they could pursue further settlement negotiations. The success of that attempt is the issue now. After the attempted extension of the statute of limitations and after failed settlement negotiations, the Office of Export Enforcement issued a charging letter. The respondent moved to dismiss the charging letter claiming that the statute of limitations barred administrative action. The ALJ agreed. He found that the attorneys had failed to conclude an agreement to extend the statute. The ALJ recommended that I dismiss the charging letter.

Before addressing the merits of the ALJ's recommendation, I must deal with OEE's request that I remand the case to the ALJ to consider OEE's submission. The respondent filed its motion to dismiss the charging letter with the ALJ on August 18, 1999. The ALJ issued his recommended decision and order on October 20. OEE did not file a response to the motion with the ALJ. Neither counsel cites a rule that sets a time limit on OEE's response to the motion.

OEE now asks that I remand this case to the ALJ so that he may consider OEE's position. The respondent opposes this request. It argues that OEE had its chance to respond, that there are no disputed issues of fact, and that the respondent should not be put to the expense of further litigation because of the dereliction of OEE's attorneys in allowing two months to pass without responding to the motion.

I decline to remand this case to the ALJ since that would serve no purpose. First, there are no disputed issues of fact. This issue is about drafts of the ''agreement'' that purported to extend the statute of limitations and faxes of those drafts. Those drafts and faxes are in the record and neither side questions their authenticity. Not only are there no disputes on the facts, OEE adds no new facts that the ALJ did not consider. There is no reason to believe that the ALJ would come to any different conclusion. Finally, I have carefully considered OEE's submission to me. Giving it all possible weight, I cannot find a way to agree with its contention that the ALJ erred in concluding that there was no agreement to extend the statute of limitations.

Since there appears to be no rule requiring OEE to respond to the motion in a particular time, and since the ALJ does not appear to have set a briefing schedule, I see no justification to ''punish'' OEE or, as the respondent requests, preclude it from opposing the dismissal now. I will not, however, punish the respondent for OEE's inaction by imposing upon the respondent (or the ALJ for that matter) further unnecessary litigation.

On the merits of the issue, I agree with the ALJ and only add a few comments. The crux of the ALJ's decision is that no ''valid enforceable agreement with respect to the extension of the statue of limitations'' was concluded. Counsel for OEE argues that an agreement was reached, and that the language changes to the agreement that she made unilaterally were ''minor textual edits'' that did not materially change the burdens of the respondent under the agreement. I do not have to decide whether a minor change to the language of the agreement would have voided the respondent's ''offer'' to extend the statute of limitations. These changes were not ''minor.''

Counsel for OEE is correct that the language she proposed has similar meaning to the language that counsel for respondent proposed. But in the circumstances of this negotiation any difference in language was material. This language went to the heart of what violations were covered by the statute extension. Counsel for the respondent was very concerned with this language. He changed the language that OEE originally offered and even took the time to retype the entire document. He was surrendering his client's right to bar administrative punishment. Counsel for respondent immediately objected when he found out that his language had been changed. I cannot call the changes ''minor'' or ''immaterial.''

The most probative evidence that the exact language was important to the parties and not immaterial were the actions of counsel for OEE herself. If the language difference was so immaterial why did she reject the respondent's clear, unassailable agreement to extend the statue and then make her own changes to respondent's language? Why did she bother to rephrase and retype the document for something ''minor'' and ''immaterial''? How can OEE now argue that this is not a significant matter when the record clearly shows that, at the time, OEE's attorney was adamant in not accepting the respondent's language? It is clear that each attorney wanted her or his exact language. Neither got it. There was no agreement.

A paragraph that remained the same in all drafts of the agreement read:

> In the event of a dispute between the parties in any administrative proceeding or judicial action between the parties with respect to the statute of limitations, this Agreement may be introduced into evidence to show the parties' intent regarding the matters encompassed herein.

The question is, which copy of the agreement do we now look to? The copy that OEE's counsel said she was ''purging''? The copy that contains OEE counsel's unapproved edits of respondent's language and bears respondent's counsel's signature from an earlier, different draft? Or the copy OEE's counsel ''accepted'' after the statue had run but whose text OEE

counsel had told counsel for respondent that she rejected?

This is more than a question of contact law. My decision in this case will guide Bureau of Export Administration employees in dealing with the public. Even if the changes OEE's counsel made without consulting respondent's counsel would not have prevented the formation of a commercial contract, they prevent an extension of the statute of limitations in this bureau. In the Bureau of Export Administration, at least, we do not change someone's words without his consent. This agreement could have had handwritten portions, it could have been faxed, it could have been e-mailed. But both the parties had to have agreed on all the same words. It is important that agreements to which this agency is a party are clear, unambiguous, and agreed to by all sides.

I hasten to add that there is no evidence in the record that the respondent's counsel was operating in other than good faith. On two occasions before the statute ran, he sent documents to counsel for OEE that, had the latter not rejected them, would have extended the statute. But even if counsel had been acting in bad faith, OEE's remedy was simple. It should have filed a charging letter.

The result in this case should encourage counsel to treat the statute of limitations with more respect. The Office of Export Enforcement should review its procedures for ''old'' cases such as this. The parties here were trying to extend the statute for the fourth time. While I understand the value of resolving cases by settlement, and I agree that it is appropriate to extend the statute of limitations to facilitate that, such extensions should not be infinite.

Order

It is hereby ordered that the ALJ's Recommended Decision and Order Granting Respondent's Motion for Summary Dismissal is approved.

It is further ordered that the charging letter dated March 31, 1999, that the Office of Export Enforcement filed against ''MK Technology Inc.'' [1] dismissed with prejudice against the Office of Export Enforcement.

It is further ordered that the Decision and Order and the ALJ's Recommended Decision and Order Granting Respondent's Motion for Summary Dismissal shall be served on the parties and published in the **Federal Register.** This is the final agency action on this matter.

Entered this 7th day of December, 1999.

William A. Reinsch,

Under Secretary for Export Administration.

Recommended Decision and Order Granting Respondent's Motion for Summary Dismissal

On August 18, 1999, MK Technology Associates, Lt. (''Respondent''), filed a Motion for Summary Dismissal pursuant to the Bureau of Export Administration's (''BXA'' or ''Agency'') procedural regulations codified at 15 CFR 766.8 (1998), arguing that commencement of this administrative action is time barred by the applicable five-year statute of limitations established in 28 U.S.C. 2462. The Respondent's Motion for Summary Dismissal is supported by exhibits that all show that BXA Counsel, Mi-Yong Kim, Esq., attempted to secure a waiver of the statute of limitations on several occasions. After receiving a copy of the Respondent's Motion for Summary Dismissal, Agency counsel contacted the undersigned Judge and informed him that a response would be filed. To date, Agency counsel has failed to file a response.

After careful review of the applicable law and the exhibits submitted by Respondent's counsel in support of the Motion for Summary dismissal, said motion is hereby *Granted.*

(i)

The facts and procedural history of this case are as follows: [1]

In September and October of 1993, MK Technology allegedly committed three violations of the Export Administration Act of 1979, as amended and codified in 50 U.S.C. app. secs. 2401–2420 (1991 & Supp. 1998) [2] and the regulations promulgated thereunder currently codified at 15 CFR parts 730–774 (1998).[3] While the case was pending investigation, several statute of limitations waiver agreements were executed between September 1998 and January 1999, BXA counsel, Mi-Yong Kim and Respondent's previous counsel, Michael X. Marinelli, Esq. and Paul T. Luther, Esq. of the law firm of Baker & Botts, LLP. (Respondent Exhibits 1A–4B).[4] The last statute of limitation waiver agreement signed and executed on January 7, 1999 by Mr. Luther on behalf of MK Technology suspended the running of the statute of limitations in this case until February 16, 1999. (Respondent Exhibit 4B).

Somethime thereafter, the Respondent terminated the attorney-client relationship with Mr. Marinelli and Mr. Luther and hired Anthony P. Bisceglie, Esq., as legal counsel.

On February 11, 1999, BXA legal counsel, Mi-Yong Kim sent Mr. Bisceglie a proposed statute of limitations waiver agreement that would further extend the running of the statute of limitations until March 31, 1999. (Respondent Exhibit 5A).[5] Mr. Bisceglie refused to sign this agreement because of concerns that the language was overbroad and there were questions concerning the scope and validity of the prior statute of limitations waiver agreements executed by Respondent's previous counsel. (Respondent Exhibit 1B).[6]

Instead, on February 12, 1999, Mr. Bisceglie sent to Ms. Kim, a retyped

[1] The charging letter was issued against ''MK Technology, Inc.'' On August 19, 1999, counsel for the respondent indicated that the respondent's correct name is ''MK Technology Associated, Ltd.'' The pleadings after that point use the name MK Technology Associates, Ltd. The dismissal is effective as to the respondent under either name.

[1] The facts and exhibits as presented by the Respondent in support of the Motion for Summary Dismissal are accepted and incorporated by reference.

[2] Although the Export Administration Act of 1979 expired on August 20, 1994, the statute and the applicable regulations remain in effect pursuant to:

(a) Executive Order 12924 located at 3 CFR, 1994 Comp. 917 (1995);

(b) Presidential Notices of August 15, 1995 located at 3 CFR 1995 Comp. 501 (1996), August 14, 1996 located at 3 CFR, 1996 Comp. 298 (1997), August 13, 1997 located in 3 CFR, 1997 Comp. 306 (1998), and August 13, 1998 published in 63 FR 44121 (August 17, 1998); and

(c) The International Emergency Economic Powers Act, amended and codified at 50 U.S.C.A. 1701–1706 (1991 & Supp. 1998).

[3] the violations alleged in this case occurred in 1993. Since that time, the 1993 version of the Export Administration Regulations that was codified in 15 CFR parts 768–79 have been reorganized and restructured. The current regulations are codified at 15 CFR parts 730–74 (1998) and establish the procedures that apply in this matter.

[4] With respect to Respondent Exhibit 1A, it appears that Respondent's present counsel, Anthony P. Bisceglie, Esq., failed to include the proposed agreement that extended the statute of limitations until October 15, 1998. Instead, the proposed agreement that waived the statute of limitation until December 15, 1998 was inadvertently attached to the ''Fax Cover Page'' sent by BXA Counsel to waive the statute of limitations until October 15, 1998.

[5] The agreement was not attached and included as part of Respondent Exhibit 5A, but there is a Fax Cover Page sent from Mi-Yong Kim of BXA to Mr. Bisceglie which shows an intent to extend the statute of limitations until March 31, 1999.

[6] Mr. Bisceglie states that BXA's failure to respond to Respondent's previous counsel's cover letter dated September 4, 1998, that conditioned MK Technology's agreement to the extension of the statute of limitation on the ''understanding that the extension applies only to investigation of matters described in its voluntary disclosure letter of April 7, 1997'' indicates that the parties did not have a ''meeting of the minds'' with respect to the initial agreement. Thus, according to Mr. Bisceglie, a valid binding agreement was never established in accordance with contract principles under Restatement (Second) of Contracts § 39, cmt. b. (*See*, Respondent Exhibit 1B).

signed counter-proposal that specifically limited the waiver of the statute of limitations until March 31, 1999 to violations included in BXA's September 29, 1998 pre-charging letter. On that same day, based upon a telephonic voice mail message left by Ms. Kim in which she stated that she would ''purge'' the retyped counter-proposal, Mr. Bisceglie made handwritten editorial changes to the agreement that was sent by Ms. Kim on February 11, 1999. The agreement containing the hand written editorial changes was signed and returned to Ms. Kim on February 12, 1999. (Respondent Exhibits 5 and 6).

On February 16, 1999, the day the January 7th agreement was to expire, another proposal with similar handwritten editorial changes was initialed and signed by Mr. Bisceglie and sent to Ms. Kim. (Respondent Exhibit 7). Ms. Kim retyped the first page of this agreement, edited the Respondent counsel's proposed changes, and sent the document containing both signatures to Mr. Bisceglie. (Respondent Exhibit 8).

Mr. Bisceglie immediately responded. In a letter dated February 17, 1999, he noted that the first page of the agreement was changed and Ms. Kim had taken the ''liberty of simply affixing a signature page containing'' his signature from a previous draft before he could review and execute the agreement in final form. Mr. Bisceglie requested another copy of the unsigned agreement for review and approval by MK Technology. (Respondent Exhibit 9). Instead of sending him another copy of the same agreement, Ms. Kim sent and signed the handwritten version of the agreement that was submitted by Mr. Bisceglie on February 12, 1999. (*Compare* Respondent Exhibit 5 *with* Exhibit 10). In the Fax Cover Page accompanying the agreement, Ms. Kim noted, ''The agreement * * * faxed to (Mr. Bisceglie on February 16, 1999) incorporated the changes * * * requested and the sentence was edited to make it more clear. The Department did not materially modify [the] proposed changes to the agreement.'' (Respondent Exhibit 10).

Thereafter, BXA offered to settle the matter against MK Technology and avoid administrative proceedings. The Agency also offered to facilitate an internal review of the matter by delaying the issuance of a formal charging letter on a condition that MK Technology agrees to waive the statute of limitations.

In a letter dated March 31, 1999, MK Technology rejected BXA's offer of settlement and refused to waive the statute of limitations defense, noting that the Agency had failed to secure a valid waiver before the expiration of the statue of limitations on February 16, 1999. (Respondent Exhibit 11). Mr. Bisceglie also informed Ms. Kim that MK Technology affirmatively denies that the Export Administration regulations were violated and further informed her that his clients will seek further ''Departmental review'' if BXA decides to initiate enforcement proceedings. *Id.*

Later that same day, BXA filed a Charging Letter with the United States Coast Guard Administrative Law Judge Docketing Center initiating an administrative action against the Respondent. The administrative action was brought by BXA pursuant to applicable export laws and regulations, authorization from the U.S. Office of Personnel Management under 5 U.S.C. 3344 and 5 CFR 930.213, and a Memorandum of Understanding entered into between the United States Coast Guard and Bureau of Export Administration.

In the Charging Letter dated March 31, 1999, the Agency seeks imposition of administrative sanctions, including a maximum civil penalty, denial of export privileges, and exclusion from practice before BXA against MK Technology for allegedly violating three sections of the former Export Administration Regulations codified at 15 CFR Parts 768–779 (1993). Charges 1 and 2 state that the Respondent's codified at 15 CFR Parts 768–779 (1993). Charges 1 and 2 state that the respondent's allegedly violated §§ 787.4(a) and 787.6 by exporting certain computer equipment on or about September 24, 1993, to China Xiao Feng Technology & Equipment while knowing or having reason to know that the shipment was contrary to the conditions of their license. Charge 3 provides that the Respondent allegedly violated Section 787.10 of the former regulations by permitting a third party to export certain computer equipment from the United States to the People's Republic of China under its BXA license without prior written approval from the Office of Export Licensing.

On April 22, 1999, the Respondent filed an answer denying the charges together with a request for production of documents. In its answer, Respondent affirmatively stated that this present action is time barred by the applicable statute of limitations.[7]

The above captioned matter was subsequently assigned to the undersigned Judge by the Chief Administrative Law Judge for the United States Coast Guard on June 18, 1999.

(II)

Under 15 CFR 766.8, an Administrative Law Judge may issue a summary decision and order where there existed no genuine issue of material fact and the moving party is entitled to a summary decision as a matter of law. Substantive law dictates which facts are material and only those disputes that affect the outcome of the case will properly preclude the entry of summary decision. *See, Anderson* v. *Liberty Lobby, Inc,* 477 U.S. 242, 247 (1986) (interpreting Fed. R. Civ. P. 56(c), which authorizes the granting of summary judgement where there exists no genuine issue of material fact and where the moving party is entitled to judgement as a matter of law).

In ruling on a summary decision motion, all reasonable inferences are viewed in a light most favorable to the nonmoving party. *Id.* at 255. The moving party bears the initial burden of identifying those portions of the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, that demonstrate the absence of a genuine issue of material fact. *See, Celotex Corp.* v. *Catrett,* 477 U.S. 317, 323–24 (1986) (interpreting Fed. R. Civ. P. 56(c)). Once the moving party establishes that there exists no genuine issue of material fact, the burden shifts to the nonmoving party to set forth specific facts that establish a genuine issue for hearing. *See, id; Anderson,* 477 U.S. at 256. Mere conclusory allegations are insufficient to defeat a summary decision motion. *Anderson,* 477 U.S. at 256. The nonmoving party must adduce sufficient evidence to support a favorable decision. *Id.* at 248. Moreover, summary decision will be granted against ''a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden at (the hearing).'' *Celotex,* 477 U.S. at 322.

The pivotal issue in this case is whether a valid enforceable statute of limitations waiver agreement exists between the parties. If this case were to go to hearing, the burden of proving the

[7] The respondent also raised constitutional challenges to the validity of the Export Administration Act and claims that the terms of the BXA licenses allegedly violate the Due Process Clause of the 5th Amendment to the United States Constitution. The Respondent's constitutional arguments are not addressed herein. Moreover, even if the Respondent had included the constitutional arguments in the motion for summary dismissal, it is well settled that Administrative law Judges lack authority to rule on such issues.

existence and validity of the waiver would lie with BXA. *See generally, U.S.* v. *McGaughey*, 977 F.2d 167, 1071 (7th Cir. 1992), *cert. denied*, 507 U.S. 1019 (1993). Absent a valid waiver, the administration action in this matter is time-barred. 28 U.S.C. 2462; *see also, Henke* v. *U.S.*, 60 F.3d 795, 798 n.3 (Fed. Cir. 1995).

Section 2462 of Title 28 of the United States Code imposes a five-year statute of limitation on the commencement of enforcement proceedings brought by BXA under the Export Administration Act. *See, U.S.* v. *Core Laboratories, Inc.*, 759 F.2d 480, 481 (5th Cir. 1985). It is well-settled that an individual under investigation may expressly waive the statute of limitations defense in hopes that further discussion may result in a more favorable disposition of the case or prevent the Government from bringing an enforcement action. *See, U.S.* v. *Spector*, 55 F.3d 22, 24 (1st Cir. 1995) (interpreting criminal statute of limitation); *U.S.* v. *Del Percio*, 870 F.2d 1090, 1093 (6th Cir. 1989) (interpreting criminal statue of limitation). In order for the waiver of the statute of limitations to be valid, however, it must be knowingly and voluntarily made by the Respondent. *See, Spector*, 55 F.3d at 24; *U.S.* v. *Wild*, 551 F.2d 418, 423, (D.C. Cir. 1977), *cert. denied,* 431 U.S. 916 (1977). Moreover, where, as in this case, the waiver of the statute of limitations has been reduced to writing, traditional contract principles often apply. *See. Spector,* 55 F.3d 22; *Reich* v. *Eveready Flood Control Corp.*, No. 94 C 2331, 1995 U.S. Dist. Lexis 10397 (N.D. Ill., Jul. 25, 1995); *but see, McGaughey,* 997 F.2d at 1072 (ruling that the statute of limitations waivers are not contracts in cases where the federal government is collecting tax deficiencies and tax liability has been previously established).

For an enforceable agreement to exist between two parties, there must be mutual assent by the contracting parties on the essential terms and conditions of the subject about which they are contracting. *See, Reich*, 1995 U.S. Dist. Lexis 10397, at *7; *see also,* Reinstatement (Second) of Contracts § 17. The manifestation of mutual assent takes the form of an offer or proposal by one party followed by acceptance by the other party. Restatement (Second) of Contracts § 22., cmt. a. If a party, in anyway, changes or modifies the terms of an offer or proposal it constitutes a rejection of the original offer or proposal and becomes a counteroffer that must be accepted by the original offeror before an enforceable agreement is formed. Restatement (Second) of Contracts § 39, cmt. a. *See, Venture Assoc. Corp.* v. *Zenith Data Sys. Corp.*, 987 F.2d 429, 432 (7th Cir. 1993) (offeree's returning of proposed agreement with minor, non-substantive changes added in writing constituted a counteroffer); *United States Can Co.* v. *NLRB*, 984 F.2d 865, 869 (7th Cir. 1993) (striking out a single term of an offer creates a counteroffer, which the other party must accept or there is no contract). Once a party has rejected an offer, that party cannot afterwards revive the original offer by tendering acceptance of it. *Minneapolis & St. Louis Ry.* v. *Columbus Rolling Mill,* 119 U.S. 149, 151 (1886); *Shaffer* v. *BNP/Cooper Neff, Inc.*, Civil Action No. 98–71, 1998 U.S. Dist. Lexis 14013, at *14 (E.D. Pa., Sept. 4, 1998); *Hicks Road Corp.* v. *Marathon Oil Co.*, No. 94 V 3409, 1994 U.S. Dist. Lexis 9095, at *6 (N.D. Ill., Jul. 6, 1994).

In this case, the Respondent has established that a valid enforceable agreement with respect to the extension of the statute of limitations was never created between the parties. At best, the parties were still negotiating the terms of the statute of limitations waiver agreement. BXA counsel's attempt to create an enforceable agreement by retyping the first page of the February 16, 1999, proposed statute of limitation waiver agreement and affixing her signature to a signature page containing Respondent's counsel's signature taken from a previous draft agreement is improper. (*See,* Respondent Exhibit 7 & 8). This is especially true where Respondent's counsel was not initially consulted and was not given an opportunity to review the retyped agreement, and obtain approval from his client, MK Technology. (*See* Respondent Exhibit 9). The fact that the February 16, 1999 agreement did not ''materially modify'' the agreement that Respondent counsel signed on February 12, 1999 is of no consequence. Furthermore, once BXA counsel rejected the February 12, 1999 statute of limitation waiver agreement that was signed by Respondent's counsel, Ms. Kim could not later revive the offer by signing the agreement on February 17, 1999, a day after the statute of limitations period expired. (*See,* Respondent Exhibit 10).

Based on Respondent's evidence and BXA's failure to rebut or otherwise respond to the Motion for Summary Decision, the Undersigned has no choice but to find that the Respondent has established that there is no genuine issue of material fact that this matter is time barred by the applicable statute of limitations.

Order

Wherefore it is hereby ordered that the Respondent's Motion for Summary Decision be granted.

It is hereby further ordered that the above-captioned matter be *dismissed with prejudice* against the Bureau of Export Administrative refiling this case at a later date.

So ordered:

Dated this 20th day of October 1999, Baltimore, Maryland.

Harry J. Gardner,

Administrative Law Judge, United States Coast Guard.

[FR Doc. 99–32188 Filed 12–10–99; 8:45 am]

BILLING CODE 3510–DT–M

DEPARTMENT OF COMMERCE

International Trade Administration

[A–549–813]

Notice of Final Results and Partial Rescission of Antidumping Duty Administrative Review: Canned Pineapple Fruit From Thailand

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

SUMMARY: On June 8, 1999, the Department of Commerce published the preliminary results of its administrative review of the antidumping duty order on canned pineapple fruit from Thailand. This review covers five producers/exporters of the subject merchandise. The period of review is July 1, 1997, through June 30, 1998. Based on our analysis of comments received, these final results differ from the preliminary results. The final results are listed below in the ''Final Results of Review'' section.

EFFECTIVE DATE: December 13, 1999.

FOR FURTHER INFORMATION CONTACT: David Layton or Charles Riggle, Office 5, AD/CVD Enforcement, Import Administration, International Trade Administration, U.S. Department of Commerce, 14th Street and Constitution Avenue, NW, Washington, DC 20230; telephone: (202) 482–0371 and (202) 482–0650, respectively.

SUPPLEMENTARY INFORMATION:

Applicable Statute and Regulations

Unless otherwise indicated, all citations to the statute are references to the provisions effective January 1, 1995, the effective date of the amendments made to the Tariff Act of 1930 (the Act) by the Uruguay Round Agreements Act (URAA). In addition, unless otherwise indicated, all citations to Department of