

CFR 1118.20(f), if the Commission does not receive any written request not to accept the Agreement within fifteen (15) days, the Agreement shall be deemed finally accepted on the sixteenth (16th) day after the date it is published in the **Federal Register**.

24. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Dollar General knowingly, voluntarily, and completely waives any rights it may have in this matter to the following: (1) An administrative or judicial hearing; (2) judicial review or other challenge or contest of the validity of the Commission's Order or actions; (3) a determination by the Commission of whether Dollar General failed to comply with the CPSA and its underlying regulations; (4) a statement of findings of fact and conclusions of law; and (5) any claims under the Equal Access to Justice Act.

25. The Commission may publicize the terms of the Agreement and Order.

26. The Agreement and Order shall apply to, and be binding upon, Dollar General and each of its successors and assigns.

27. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject those referenced in paragraph 26 above to appropriate legal action.

28. The Agreement may be used in interpreting the Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and Order may not be used to vary or contradict its terms. The Agreement shall not be waived, amended, modified, or otherwise altered, without written agreement thereto executed by the party against whom such waiver, amendment, modification, or alteration is sought to be enforced.

29. If any provision of the Agreement and Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Agreement and Order, such provision shall be fully severable. The balance of the Agreement and Order shall remain in full force and effect, unless the Commission and Dollar General agree that severing the provision materially affects the purpose of the Agreement and Order.

DOLLAR GENERAL CORPORATION

Dated: *June 24, 2009*.

By: _____

Susan S. Lanigan,
Executive Vice President and General
Counsel, Dollar General Corporation, 100
Mission Ridge, Goodlettsville, TN 37072.

Dated: *June 24, 2009*.

By: _____

Robert R. Stephenson,
Deputy General Counsel,
Dollar General Corporation.

U.S. CONSUMER PRODUCT SAFETY COMMISSION STAFF

Cheryl A. Falvey,
General Counsel, Office of the General
Counsel.

Ronald G. Yelenik,
Assistant General Counsel, Office of the
General Counsel.

Dated: *June 25, 2009*.

By: _____

Neal S. Cohen,
Trial Attorney, Division of Compliance,
Office of the General Counsel.

By: _____

M. Reza Malihi,
Trial Attorney, Division of Compliance,
Office of the General Counsel.

In the Matter of Dollar General Corporation; Order

Upon consideration of the Settlement Agreement entered into between Dollar General Corporation ("DGC"), for itself and on behalf of its wholly owned subsidiaries, Dollar General Merchandising, Inc., DG Retail, LLC, Dolgencorp, Inc., Dolgencorp of Texas, Inc., Dolgencorp of New York, Inc., and Dollar General Partners (collectively referred to as "*Dollar General*"), and the U.S. Consumer Product Safety Commission ("*Commission*") staff, and the Commission having jurisdiction over the subject matter and over Dollar General, 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 DGC shall pay, on behalf of Dollar General, 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 DGC to make any of the foregoing payments when due, interest on the unpaid amount shall accrue and be paid by DGC at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b).

Provisionally accepted and provisional Order issued on the *8th* day of *July* 2009.

BY ORDER OF THE COMMISSION:

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

[FR Doc. E9-18508 Filed 7-31-09; 8:45 am]

BILLING CODE 6355-01-P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 09-C0030]

Haier America Trading, LLC, 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 Haier America Trading, LLC, containing a civil penalty of \$587,500.00.

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 August 18, 2009.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 09-C0030, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 502, Bethesda, Maryland 20814-4408.

FOR FURTHER INFORMATION CONTACT: Seth B. Popkin, Lead Trial Attorney, Division of Compliance, Office of the General Counsel, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814-4408; telephone (301) 504-7612.

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

Dated: July 29, 2009.

Todd A. Stevenson,
Secretary.

United States of America—Consumer Product Safety Commission

In the Matter of Haier America Trading, LLC, CPSC Docket No. 09-C0030.

Settlement Agreement

1. In accordance with 16 CFR 1118.20, Haier America Trading, LLC ("Haier America") and the staff ("Staff") of the United States Consumer Product Safety Commission ("Commission") enter into this Settlement Agreement ("Agreement"). The Agreement and the incorporated attached Order ("Order") settle the Staff's allegations set forth below.

Parties

2. The Commission is an independent Federal regulatory agency established pursuant to, and responsible for the enforcement of, the Consumer Product Safety Act, 15 U.S.C. 2051-2089 ("CPSA").

3. Haier America is a limited liability company organized and existing under the laws of New York, with its principal offices located in New York, New York. At all times relevant hereto, Haier America sold appliances.

Staff Allegations

4. From on or about January to July 2004, Haier America distributed in commerce, including through importation and sale to retailers, multiple units of the Haier America Oscillating Tower Fan model FTM140GG ("Fan").

5. The Fans are "consumer product[s]," and, at all times relevant hereto, Haier America was a "manufacturer" of those consumer products, which were "distributed in commerce," as those terms are defined in CPSA sections 3(a)(5), (8), and (11), 15 U.S.C. 2052(a)(5), (8), and (11).

6. From May to October 2004, Haier America received 14 reports of Fan incidents, some of which involved fires and injuries.

7. From May to October 2004, Haier America obtained information about the Fans through investigation, testing, and analysis.

8. The incident reports and other information that Haier America received about the Fans raised defect and hazard concerns for Haier America.

9. On November 22, 2005, Haier America and the Commission announced a recall of the Fans. As indicated in part in the recall Press Release, the defect and hazard involved repeated bending of the Fan wires from the base to the tower during oscillation, which caused the wires to break and arc, resulting in a fire hazard.

10. By no later than July 1, 2004, Haier America had obtained information that reasonably supported the conclusion that the Fans contained a defect that could create a substantial product hazard or that they created an unreasonable risk of serious injury or death. CPSA sections 15(b)(3) and (4), 15 U.S.C. 2064(b)(3) and (4), required Haier America to immediately inform the Commission of the Fans' defect and risk.

11. Haier America did not report to the Commission regarding the Fans until December 22, 2004, after the Commission staff requested that Haier America report. In addition, at the time that it reported, Haier America failed to furnish all required information. Haier America thereby failed to immediately and adequately inform the Commission about the Fans' defect and risk as required by CPSA sections 15(b)(3) and (4), 15 U.S.C. 2064(b)(3) and (4). This failure constituted a prohibited act under CPSA section 19(a)(4), 15 U.S.C. 2068(a)(4).

12. Haier America knowingly committed this prohibited act, as the term "knowingly" is defined in CPSA section 20(d), 15 U.S.C. 2069(d). Pursuant to CPSA section 20, 15 U.S.C. 2069, Haier America's prohibited act subjected it to civil penalties.

Haier America Response

13. Haier America denies the Staff's allegations set forth in paragraphs 4–12 above, including, but not limited to, any allegation that Haier America failed timely to notify the Commission in accordance with section 15 of the CPSA.

Agreement of the Parties

14. Under the CPSA, the Commission has jurisdiction over this matter and over Haier America.

15. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by Haier America, or a determination by the Commission, that Haier America knowingly violated the CPSA. Upon issuance of, and Haier America's compliance with, the final Order, the Commission regards this matter as

resolved and agrees not to bring a civil penalty action against Haier America based upon the Staff's allegations set forth in paragraphs 4–12 above regarding the Fan.

16. In settlement of the Staff's allegations, Haier America shall pay a civil penalty in the amount of five hundred eighty-seven thousand five hundred dollars (\$587,500.00) within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be by check payable to the order of the United States Treasury.

17. Upon provisional acceptance of the Agreement, the Agreement shall be placed on the public record and published in the **Federal Register** in accordance with the procedures set forth in 16 CFR 1118.20(e). In accordance with 16 CFR 1118.20(f), if the Commission does not receive any written request not to accept the Agreement within fifteen (15) calendar days, the Agreement shall be deemed finally accepted on the sixteenth (16th) calendar day after the date it is published in the **Federal Register**.

18. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Haier America knowingly, voluntarily, and completely waives any rights it may have in this matter to the following: (1) An administrative or judicial hearing; (2) judicial review or other challenge or contest of the validity of the Order or of the Commission's actions; (3) a determination by the Commission of whether Haier America failed to comply with the CPSA and its underlying regulations; (4) a statement of findings of fact and conclusions of law; and (5) any claims under the Equal Access to Justice Act.

19. The Commission may publicize the terms of the Agreement and the Order.

20. The Agreement and the Order shall apply to, and be binding upon, Haier America and each of its successors and assigns.

21. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject those persons or entities referenced in the preceding paragraph to appropriate legal action.

22. The Agreement may be used in interpreting the Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and the Order may not be used to vary or contradict their terms. The Agreement shall not be waived, amended, modified, or otherwise altered without written agreement thereto executed by the party against whom such waiver, amendment, modification, or alteration is sought to be enforced.

23. If any provision of the Agreement and the Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Agreement

and the Order, such provision shall be fully severable. The balance of the Agreement and the Order shall remain in full force and effect, unless the Commission and Haier America agree that severing the provision materially affects the purpose of the Agreement and the Order.

Haier America Trading, LLC.

Dated: _____

By: _____

Michael Jemal,
President and CEO, Haier America Trading,
LLC, 1356 Broadway, New York, N.Y. 10018.

Dated: 6/1/09.

By: _____

Eric A. Rubel, Esq.,
Arnold & Porter LLP, 555 12th Street, NW.,
Washington, DC 20004–1206, Counsel for
Haier America Trading LLC.

U.S. CONSUMER PRODUCT SAFETY
COMMISSION STAFF

Cheryl A. Falvey,
General Counsel.

Ronald G. Yelenik,
Assistant General Counsel, Office of the
General Counsel.

Dated: 6/19/09.

By: _____

Seth B. Popkin,
Lead Trial Attorney, Division of Compliance,
Office of the General Counsel.

United States of America—Consumer Product Safety Commission

In the Matter of Haier America Trading,
LLC, CPSC Docket No. 09–C0030.

Order

Upon consideration of the Settlement Agreement entered into between Haier America Trading, LLC ("Haier America") and the U.S. Consumer Product Safety Commission ("Commission") staff, and the Commission having jurisdiction over the subject matter and over Haier America, and it appearing that the Settlement Agreement and the Order are in the public interest, it is *Ordered*, that the Settlement Agreement be, and hereby is, accepted; and it is

Further ordered, that Haier America shall pay a civil penalty in the amount of five hundred eighty-seven thousand five hundred dollars (\$587,500.00) 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 Haier America to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Haier America at the Federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b).

Provisionally accepted and provisional Order issued on the 28th day of July, 2009.

By Order of the Commission:

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

[FR Doc. E9-18506 Filed 7-31-09; 8:45 am]

BILLING CODE 6355-01-P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 09-C0028]

Cardinal Distributing Company, Inc., 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 Cardinal Distributing Company, Inc., containing a civil penalty of \$100,000.00.

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 August 18, 2009.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 09-C0028, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 502, Bethesda, Maryland 20814-4408.

FOR FURTHER INFORMATION CONTACT: M. Reza Malihi, Trial Attorney, Division of Compliance, Office of the General Counsel, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814-4408; telephone (301) 504-7733.

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

Dated: July 28, 2009.

Todd A. Stevenson,
Secretary.

United States of America—Consumer Product Safety Commission

In the Matter of Cardinal Distributing Company, Inc., CPSC Docket No. 09-C0028.

Settlement Agreement

1. In accordance with 16 CFR 1118.20, Cardinal Distributing Company, Inc. (“*Cardinal*”) and the staff (“*Staff*”) of the United States Consumer Product Safety

Commission (“*CPSC*” or the “*Commission*”) enter into this Settlement Agreement (“*Agreement*”). The Agreement and the incorporated attached Order (“*Order*”) settle the Staff’s allegations set forth below.

Parties

2. The Commission is an independent Federal regulatory agency established pursuant to, and responsible for the enforcement of, the Consumer Product Safety Act, 15 U.S.C. 2051—2089 (“*CPSA*”).

3. Cardinal is a corporation organized and existing under the laws of Maryland, with its principal offices located in Baltimore, Maryland. At all times relevant hereto, Cardinal imported and/or sold toy jewelry.

Staff Allegations

4. Between November 2005 and April 2007, Cardinal imported into the United States about 900,000 units of toy jewelry, consisting of Children’s “Sportswear” Necklaces, Item # 8261 (“*Necklace(s)*”), and Children’s Charm Bracelets, Item # INK705 (“*Bracelet(s)*”). Cardinal offered for sale or sold most of the subject products through vending machines located in malls, discount, department and grocery stores nationwide from January 2006 through April 2007 for \$0.25 per unit.

5. The Necklaces and Bracelets are “consumer product(s),” and, at all times relevant hereto, Cardinal was a “manufacturer” and/or a “retailer” of those consumer product(s), which were “distributed in commerce,” as those terms are defined in CPSA sections 3(a)(3), (5), (8), (11), and (13), 15 U.S.C. 2052(a)(3), (5), (8), (11), and (13).

6. The Necklaces and Bracelets are articles intended to be entrusted to or for use by children, and, therefore, are subject to the requirements of the Commission’s Ban of Lead-Containing Paint and Certain Consumer Products Bearing Lead-Containing Paint, 16 CFR part 1303 (the “*Ban*”). Under the Ban, toys and other children’s articles must not bear “lead-containing paint,” defined as paint or other surface coating materials whose lead content is more than 0.06 percent of the weight of the total nonvolatile content of the paint or the weight of the dried paint film. 16 CFR 1303.2(b)(1).

7. On February 16, 2007, the Staff obtained samples of the Necklaces from one of Cardinal’s customers based in Illinois, which subsequently were tested at the CPSC Laboratory for the presence of lead. The test results demonstrated that the yellow paint on certain Necklace samples contained a total lead content from 0.519 percent to 0.726 percent. These levels of lead are in excess of the permissible 0.06 percent limit set forth in the Ban.

8. Cardinal reported to CPSC on April 10, 2007 that recent testing of the Bracelets by an independent laboratory had demonstrated that their surface coating contained a total lead content as high as 1.5 percent. These levels of lead are in excess of the permissible 0.06 percent limit set forth in the Ban.

9. On April 17, 2007, the Commission and Cardinal announced a consumer-level recall of about 900,000 units of the Necklaces and Bracelets because “The paint on this jewelry

contains high levels of lead. Lead is toxic if ingested by young children and can cause adverse health effects.”

10. Although Cardinal reported no incidents or injuries associated with the Necklaces and Bracelets, it failed to take adequate action to ensure that none would bear or contain lead-containing paint, thereby creating a risk of lead poisoning and adverse health effects to children.

11. The Necklaces and Bracelets constitute “banned hazardous products” under CPSA section 8 and the Ban, 15 U.S.C. 2057 and 16 CFR 1303.1(a)(1), 1303.4(b), in that they bear or contain paint or other surface coating materials whose lead content exceeds the permissible limit of 0.06 percent of the weight of the total nonvolatile content of the paint or the weight of the dried paint film.

12. Between November 2005 and April 2007, Cardinal sold, manufactured for sale, offered for sale, distributed in commerce, or imported into the United States, or caused one or more of such acts, with respect to the aforesaid banned hazardous Necklaces and Bracelets, in violation of section 19(a)(1) of the CPSA, 15 U.S.C. 2068(a)(1). Cardinal committed these prohibited acts “knowingly,” as that term 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, Cardinal is subject to civil penalties for the aforementioned violations.

Cardinal Response

14. Cardinal denies the Staff’s allegations set forth above that Cardinal knowingly violated the CPSA.

Agreement of the Parties

15. Under the CPSA, the Commission has jurisdiction over this matter and over Cardinal.

16. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by Cardinal, or a determination by the Commission, that Cardinal has knowingly violated the CPSA.

17. In settlement of the Staff’s allegations, Cardinal shall pay a civil penalty in the amount of one hundred thousand dollars (\$100,000.00). The civil penalty shall be paid in two (2) installments as follows: \$50,000.00 shall be paid within twenty (20) calendar days of service of the Commission’s final Order accepting the Agreement; and \$50,000.00 shall be paid within six (6) months of service of the Commission’s final Order accepting the Agreement. Each payment shall be made by check payable to the order of the United States Treasury.

18. The CPSC agrees to take no further action involving Cardinal with respect to CPSC Sample Nos. 07-302-0148 and 07-302-0149 (Children’s Rings with Dice or Horseshoes, Release No. 07-174), and CPSC No. RP070318 (Children’s Turquoise Rings, Release No. 07-189).

19. Upon the Commission’s provisional acceptance of the Agreement, the Agreement shall be placed on the public record and published in the **Federal Register** in accordance with the procedures set forth in 16 CFR 1118.20(e). In accordance with 16 CFR 1118.20(f), if the Commission does not receive any written request not to accept the