

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.

11. From January 2005 to March 2007, A&A 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 hazards Bracelets in violation of section 19(a)(1) of the CPSA, 15 U.S.C. 2068(a)(1) (which acts at the time were in violation of 19(a)(2) of the CPSA, 15 U.S.C. 2068(a)(2), as the Consumer Product Safety Improvement Act of 2008, Public Law 110–314, had yet to be enacted). A&A committed these prohibited acts “knowingly,” as that term is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

12. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, A&A is subject to civil penalties for the aforementioned violations.

A&A's Responsive Allegations

13. A&A contests and denies the Staff's allegations set forth in paragraphs 4 through 12.

14. A&A specifically denies that it failed to take adequate action to ensure that the Bracelets did not bear lead-containing paint exceeding the permissible limits set forth in the Ban. A&A's compliance program, at the time of the subject recall met or exceeded industry standards for ensuring compliance with the permissible lead limits set forth in the Ban. Likewise, A&A asserts that it acted responsibly and reasonably to respond to the Commission's concern regarding the Bracelets, including its prompt and voluntary implementation of a successful product recall of the Bracelets in cooperation with the Commission.

15. A&A specifically denies that any alleged violation of the CPSA occurred “knowingly,” as the term “knowingly” is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

16. A&A has entered into the Agreement for settlement purposes only, to avoid incurring additional expenses and the distraction of litigation. Accordingly, the Agreement and Order do not constitute, and are not evidence of, any fault or wrongdoing on the part of A&A.

Agreement of the Parties

17. Under the CPSA, the Commission has jurisdiction over this matter and over A&A.

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

19. In settlement of the Staff's allegations, A&A shall pay a civil penalty in the amount of forty thousand dollars (\$40,000.00) 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.

20. 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 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**.

21. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, A&A 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 A&A 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.

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

23. The Agreement and Order shall apply to, and be binding upon, A&A and each of its successors and assigns.

24. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject A&A to appropriate legal action.

25. 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, except in a writing that is executed by the party against whom such waiver, amendment, modification, or alteration is sought to be enforced.

26. 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 A&A agree that severing the provision materially affects the purpose of the Agreement and Order.

A&A Global Industries, Inc.

Dated: 4/23/09.

By: _____
Eugene Lipman,
Vice President of Finance and Administration, A&A Global Industries, Inc.,
17 Stenersen Lane, Cockeysville, MD 21030.

Dated: 4/27/09.

By: _____
Kathleen M. Sanzo, Esq.,
Morgan, Lewis & Bockius LLP, 1111 Pennsylvania Avenue, NW., Washington, DC 20004, Counsel for A&A Global Industries, Inc.

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: 5/12/09.

By: _____

By: _____
M. Reza Malihi,
Trial Attorney, Renee K. Haslett, Trial Attorney, Division of Compliance, Office of the General Counsel.

In the Matter of A&A Global Industries, Inc.

Order

Upon consideration of the Settlement Agreement entered into between A&A Global Industries, Inc. (“A&A”) and the U.S. Consumer Product Safety Commission (“Commission”) staff, and the Commission having jurisdiction over the subject matter and over A&A, 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 A&A shall pay a civil penalty in the amount of forty thousand dollars (\$40,000.00). The civil penalty shall be paid 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 A&A to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by A&A 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. E9–18513 Filed 7–31–09; 8:45 am]

BILLING CODE 6355–01–P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 09–C0021]

Raymond Geddes & Co., 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 Raymond Geddes & Co., containing a civil penalty of \$40,000.00.

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–C0021, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 502, Bethesda, Maryland 20814–4408.

FOR FURTHER INFORMATION CONTACT:

Sean Ward, Trial Attorney, Division of Compliance, Office of the General Counsel, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814–4408; telephone (301) 504–7602.

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 Raymond Geddes & Co.,
Provisional Acceptance of a Settlement Agreement and Order CPSC Docket No. 09–C0021.

Settlement Agreement and Order

1. In accordance with 16 CFR 1118.20, Raymond Geddes & Co. (“*Geddes*”) 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 the Consumer Product Safety Act, 15 U.S.C. 2051–2089 (“*CPSA*”). The Commission is responsible for the enforcement of the CPSA.

3. Geddes is a corporation organized and existing under the laws of Maryland, with its principal offices located in Baltimore, Maryland. At all times relevant hereto, Geddes imported, distributed and sold pencil pouches to school supply distributors.

Staff Allegations

4. From September 1997 through October 2007, Geddes imported and sold about 84,200 units of pencil pouches, consisting of “*Stuff Keepers*” pencil pouches, Style #63525, and “*Bear Pencil Pouches*,” Style #67221 (collectively, the “*Children’s Pencil Pouches*”). The Children’s Pencil Pouches were supplied by and purchased from Getco Toys Nanjing Co., LTD (“*Getco*”), of China. Geddes sold the Children’s Pencil Pouches to school supply distributors nationwide.

5. The Children’s Pencil Pouches are “consumer product(s),” and, at all times relevant hereto, Geddes was a “manufacturer” of those consumer product(s), which were “distributed in commerce,” as those terms are defined in CPSA sections 3(a)(3), (5), (8), and (11), 15 U.S.C. 2052(a)(3), (5), (8), and (11).

6. The Children’s Pencil Pouches 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 or contain “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 October 24, 2007, Intertek Testing Services (“*Intertek*”) conducted follow-up testing for total lead content on samples of metal zippers on the Stuff Keepers pencil pouches. The test results demonstrated that the surface paint on two of the metal zipper samples had a total lead content from 0.277 percent to 0.314 percent. These levels of lead are in excess of the permissible 0.06 percent limit set forth in the Ban. On October 30, 2007, Intertek tested the zipper pull on a Bear Pencil Pouch sample for the presence of lead. The test result demonstrated that the surface paint on the sample had a total lead content above the permissible 0.06 percent limit set forth in the Ban.

8. On November 21, 2007, the Commission and Geddes announced a consumer-level recall of about 84,200 units of the Children’s Pencil Pouches because “[t]he paint on the pencil pouches’ zipper pulls contains excessive levels of lead, violating the Federal lead paint standard.”

9. Although Geddes reported no incidents or injuries from the Children’s Pencil Pouches, it failed to take adequate action to ensure that they did not bear or contain lead-containing paint, thereby creating a risk of lead poisoning and adverse health effects to children.

10. The Children’s Pencil Pouches 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.

11. From September 1997 through October 2007, Geddes 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 Children’s Pencil Pouches, in violation of section 19(a)(1) of the CPSA, 15 U.S.C. 2068(a)(1). Geddes committed these prohibited acts “knowingly,” as that term is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

12. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, Geddes is subject to civil penalties for the aforementioned violations.

Geddes Response

13. Geddes denies the Staff’s allegations set forth above that Geddes knowingly violated the CPSA.

Agreement of the Parties

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

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

16. In settlement of the Staff’s allegations, Geddes shall pay a civil penalty in the amount of forty thousand dollars (\$40,000.00) 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 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 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**.

18. Upon the Commission’s final acceptance of the Agreement and issuance of the final Order, Geddes 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 Geddes 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 Order.

20. The Agreement and Order shall apply to, and be binding upon, Geddes 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 Geddes 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 Order may not be used to vary or contradict its terms. The Agreement shall not be waived, amended, modified, or otherwise altered, except in a writing that is executed by the party against whom such waiver, amendment, modification, or alteration is sought to be enforced.

23. If after the effective date hereof, 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 Geddes agree that severing the provision materially affects the purpose of the Agreement and Order.

Raymond Geddes & Co.

Dated: 12/2/08.

By:
Will Geddes,
President, 8901 Yellow Brick Rd., Baltimore,
MD 21237-2303.

Dated: 12/8/08.

By:
John Scaldara, Esq.,
Offit Kurman, 8 Park Center Court, Suite 200,
Owings Mill, MD 21117, Counsel for
Raymond Geddes & Co.

U.S. Consumer Product Safety Commission
Staff

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

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

Dated: 11/25/08.

By:
Sean R. Ward,
Trial Attorney, Division of Compliance,
Office of the General Counsel.

United States of America—Consumer Product Safety Commission

In the Matter of Raymond Geddes & Co.,
CPSC Docket No. 09–C0021.

Order

Upon consideration of the Settlement Agreement entered into between Raymond Geddes & Co. (“Geddes”) and the U.S. Consumer Product Safety Commission (“Commission”) staff, and the Commission having jurisdiction over the subject matter and over Geddes, 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 Geddes shall pay a civil penalty in the amount of forty thousand dollars (\$40,000.00) 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 Geddes to make any of the foregoing payments when due, interest on the unpaid amount shall accrue and be paid by Geddes 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. E9–18522 Filed 7–31–09; 8:45 am]

BILLING CODE 6355–01–P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 09–C0023]

Family Dollar Stores, 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 Family Dollar Stores, Inc., containing a civil penalty of \$75,000.00.

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–C0023, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 502, Bethesda, Maryland 20814–4408.

FOR FURTHER INFORMATION CONTACT: Belinda V. Bell, Trial Attorney, Division of Compliance, Office of the General Counsel, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814–4408; telephone (301) 504–7592 or M. Reza Malihi, Trial Attorney, (same address); 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 Family Dollar Stores, Inc.,
CPSC Docket No. 09–C0023.

Settlement Agreement

1. In accordance with 16 CFR 1118.20, Family Dollar Stores, Inc. (“Family Dollar”) 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. Family Dollar is a corporation organized and existing under the laws of Delaware, with its principal offices located in Matthews, North Carolina. At all times relevant hereto, Family Dollar imported and/or sold toys and children’s products, among other merchandise.

Staff Allegations

4. During 2006 and 2007, Family Dollar, through its subsidiary Family Dollar Services, Inc., imported into the United States a total of about 142,000 units of certain Halloween-themed plastic pails (SKU number 1033953, and UPC number 017845000591) (“Pail(s)”). Specifically, Family Dollar imported 28,725 of the Pails during 2006, and an additional 112,560 in July 2007. From August 2007 through October 2007, Family Dollar stores nationwide offered the Pails for sale or sold them to consumers.

5. The Pails are “consumer product(s),” and, at all times relevant hereto, Family Dollar 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 Pails 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 September 28, 2007, the Staff obtained third-party laboratory results relating to, in pertinent part, testing for the presence of lead in the surface coating of a sample of the Pails purchased from a Family Dollar retail store in Ashland, Ohio. The test results demonstrated that a green coating on the outside surface of the Pail contained a total lead content of 2.1% by weight. This level of lead is in excess of the permissible 0.06 percent limit set forth in the Ban.

8. In October 2007, Family Dollar reported to CPSC that it had commissioned an independent laboratory to conduct further testing for the presence of lead in surface coatings of another twelve (12) Pail samples. As expressed in a test report issued October 5, 2007, the test results demonstrated that the Pails’ green surface coating contained a total lead content of 1200 mg/kg. These levels of lead are in excess of the permissible 0.06 percent limit set forth in the Ban.

9. On October 25, 2007, the Commission and Family Dollar announced a consumer-level recall of about 142,000 units of the Pails because “[t]he green paint on the pails contains excessive levels of lead, violating the Federal lead paint standard.”

10. Although Family Dollar reported no incidents or injuries associated with the Pails, 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 Pails 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