

laws, and may be accessible under the Freedom of Information Act.

*Burden Statement:* The respondent burden for this collection is estimated to be as follows:

ESTIMATED ANNUAL REPORTING BURDEN

17 CFR section	Annual number of respondents	Frequency of response	Total annual responses	Hours per response	Total hours
21.02 .....	100	Annually .....	100	1.75	175

*Respondents/Affected Entities:* Futures commission merchants, members of contract markets, introducing brokers, foreign brokers, contract markets.

*Estimated number of respondents:* 100.

*Estimated total annual burden on respondents:* 175 hours.

*Frequency of collection:* Annually. There are no capital costs or operating and maintenance costs associated with this collection.

(Authority: 44 U.S.C. 3501 *et seq.*)

Dated: July 7, 2022.

**Robert Sidman,**

*Deputy Secretary of the Commission.*

[FR Doc. 2022-14782 Filed 7-11-22; 8:45 am]

**BILLING CODE 6351-01-P**

**CONSUMER PRODUCT SAFETY COMMISSION**

[CPSC Docket No. 22-C0002]

**Vornado Air, LLC**

**AGENCY:** Consumer Product Safety Commission.

**ACTION:** Notice.

The Commission publishes in the **Federal Register** any settlement that it provisionally accepts under the Consumer Product Safety Act. Published below is a provisionally accepted Settlement Agreement with Vornado Air, LLC, containing a civil penalty in the amount of seven million, five hundred thousand dollars (\$7,500,000), subject to the terms and conditions of the Settlement Agreement.<sup>1</sup>

**DATES:** Any interested person may ask the Commission not to accept this agreement or otherwise comment on its

<sup>1</sup> The Commission voted (4-0-1) to provisionally accept the proposed Settlement Agreement and Order pertaining to Vornado Air, LLC. Chair Hoehn-Saric, Commissioners Baiocco, Trumka and Boyle voted to provisionally accept the Settlement Agreement and Order. Commissioner Feldman voted to take other action. Chair Hoehn-Saric, Commissioners Feldman and Trumka issued respective statements with their votes which can be found here: Commissioners | CPSC.gov

contents by filing a written request with the Office of the Secretary by July 27, 2022.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to Comment 22-C0002, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, MD 20814; telephone: (240) 863-8938 (mobile), (301) 504-7479 (office); email: *cpsc-os@cpsc.gov*.

**FOR FURTHER INFORMATION CONTACT:** Caitlin O'Donnell, Trial Attorney, Division of Enforcement and Litigation, Office of Compliance and Field Operations, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814-4408; *codonnell@cpsc.gov*.

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

Dated: July 7, 2022.

**Alberta E. Mills,**  
*Secretary.*

**United States of America Consumer Product Safety Commission, CPSC Docket No. 22-C0002**

**In the Matter of: Vornado Air, LLC Settlement Agreement**

1. In accordance with the Consumer Product Safety Act ("CPSA"), 15 U.S.C. §§ 2051-2089, and 16 C.F.R. § 1118.20, Vornado Air, LLC ("Vornado" or "the Firm"), and the United States Consumer Product Safety Commission ("Commission"), through its staff, hereby enter into this Settlement Agreement ("Agreement"). The Agreement and the incorporated attached Order resolve staff's charges set forth below.

*The Parties*

2. The Commission is an independent federal regulatory agency, established pursuant to, and responsible for, the enforcement of the CPSA, 15 U.S.C. §§ 2051-2089. By executing the Agreement, staff is acting on behalf of the Commission, pursuant to 16 C.F.R.

§ 1118.20(b). The Commission issues the Order under the provisions of the CPSA.

3. Vornado is a privately held company, organized and existing under the laws of the state of Delaware, with its principal place of business in Andover, Kansas.

*Staff Charges*

4. Between 2009 and 2015, Vornado manufactured, distributed, and offered for sale approximately 350,000 VH101 Personal Vortex Heaters ("Subject Products").

5. The Subject Products are "consumer products" that were "distribut[ed] in commerce," as those terms are defined or used in sections 3(a)(5) and (8) of the CPSA, 15 U.S.C. § 2052(a)(5), (8). Vornado is a "manufacturer" and "distributor" of the Subject Products, as such terms are defined in sections 3(a)(7) and (11) of the CPSA, 15 U.S.C. § 2052(a)(7), (11).

*Violation of CPSA Section 19(a)(4)*

6. The Subject Products contain a defect which could create a substantial product hazard and create an unreasonable risk of serious injury or death because they can overheat when in use, posing fire and burn hazards.

7. Vornado received and investigated multiple reports of overheating and fire involving the Subject Products. Despite possessing information that reasonably supported the conclusion that the Subject Products contained a defect that could create a substantial product hazard or created an unreasonable risk of serious injury or death, Vornado did not immediately report to the Commission.

8. In December 2017, Vornado received notice of a potential claim alleging that an elderly man succumbed to injuries sustained in a fire involving a Vornado space heater that was suspected to be one of the Subject Products.

9. In January 2018, Vornado filed an Initial Report with the Commission under 15 U.S.C. § 2064(b). In that report, the Firm stated that it had not yet confirmed that the heater involved in the fatal fire was a unit of the Subject Products.

10. In February 2018, Vornado filed a Full Report with the Commission under 15 U.S.C. § 2064(b) concerning the Subject Products.

11. Vornado and the Commission jointly announced a Fast Track recall of the Subject Products on April 4, 2018. The press release announcing the recall stated that the Subject Products can overheat while in use, posing fire and burn hazards, and that 15 fire incidents had been reported.

12. On August 22, 2018, after the Firm confirmed that one of the Subject Products was, in fact, involved in the fatal fire, the recall was re-announced. The press release included a description of the December 2017 fatal fire incident as well as an updated total of 19 fire incidents.

#### *Failure to Timely Report*

13. Despite having information reasonably supporting the conclusion that the Subject Products contained a defect or created an unreasonable risk of serious injury or death, Vornado did not notify the Commission immediately of such defect or risk, as required by sections 15(b)(3) and (4) of the CPSA, 15 U.S.C. § 2064(b)(3), (4), in violation of section 19(a)(4) of the CPSA, 15 U.S.C. § 2068(a)(4).

14. Because the information in Vornado's possession about the Subject Products constituted actual and presumed knowledge, Vornado knowingly violated section 19(a)(4) of the CPSA, 15 U.S.C. § 2068(a)(4), as the term "knowingly" is defined in section 20(d) of the CPSA, 15 U.S.C. § 2069(d).

15. Pursuant to section 20 of the CPSA, 15 U.S.C. § 2069, Vornado is subject to civil penalties for its knowing violation of section 19(a)(4) of the CPSA, 15 U.S.C. § 2068(a)(4).

#### *Response of Vornado*

16. Vornado's settlement of this matter does not constitute an admission of the staff's charges as set forth in paragraphs 4 through 15 above, and Vornado denies staff's allegations that it failed to notify the Commission in a timely matter in accordance with section 15(b) of the CPSA and that there was any "knowing" violation of the CPSA as that term is defined in 15 U.S.C. § 2069(d).

17. At all relevant times, Vornado had a product safety compliance program, which included pre-market third-party laboratory testing of the Subject Products to applicable safety standards and rigorous quality assurance measures. Vornado took reasonable measures to monitor field reports and evaluate returned units of the Subject Products.

18. Vornado notified the Commission under section 15(b) and conducted a voluntary recall of the Subject Products under the Fast Track program prior to confirming product identification or causation of the reported fire that resulted in a fatality.

19. Vornado enters into this Agreement to settle this matter without the delay and unnecessary expense of litigation. Vornado does not admit that it violated the CPSA or any other law, and Vornado's willingness to enter into this Agreement and Order does not constitute, nor is it evidence of, an admission by Vornado of liability or violation of any law.

#### *Agreement of the Parties*

20. Under the CPSA, the Commission has jurisdiction over the matter involving the Subject Products and over Vornado.

21. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by Vornado or a determination by the Commission that Vornado violated the CPSA's reporting requirements.

22. In settlement of staff's charges, and to avoid the cost, distraction, delay, uncertainty, and inconvenience of protracted litigation or other proceedings, Vornado shall pay a civil penalty in the amount of seven million five hundred thousand dollars (\$7,500,000) within thirty (30) calendar days after receiving service of the Commission's final Order accepting the Agreement. All payments to be made under the Agreement shall constitute debts owing to the United States and shall be made by electronic wire transfer to the United States via <http://www.pay.gov>, for allocation to, and credit against, the payment obligations of Vornado under this Agreement. Failure to make such payment by the date specified in the Commission's final Order shall constitute Default.

23. All unpaid amounts, if any, due and owing under the Agreement, shall constitute a debt due and immediately owing by Vornado to the United States, and interest shall accrue and be paid by Vornado at the federal legal rate of interest set forth at 28 U.S.C. § 1961(a) and (b) from the date of Default, until all amounts due have been paid in full (hereinafter "Default Payment Amount" and "Default Interest Balance"). Vornado shall consent to a Consent Judgment in the amount of the Default Payment Amount and Default Interest Balance, and the United States, at its sole option, may collect the entire Default Payment Amount and Default Interest Balance, or exercise any other

rights granted by law or in equity, including, but not limited to, referring such matters for private collection, and Vornado agrees not to contest, and hereby waives and discharges any defenses to, any collection action undertaken by the United States, or its agents or contractors, pursuant to this paragraph. Vornado shall pay the United States all reasonable costs of collection and enforcement under this paragraph, respectively, including reasonable attorney's fees and expenses.

24. After staff receives this Agreement executed on behalf of Vornado, staff shall promptly submit the Agreement to the Commission for provisional acceptance. Promptly following provisional acceptance of the Agreement by the Commission, the Agreement shall be placed on the public record and published in the **Federal Register**, in accordance with the procedures set forth in 16 C.F.R. § 1118.20(e). 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 16th calendar day after the date the Agreement is published in the **Federal Register**, in accordance with 16 C.F.R. § 1118.20(f).

25. This Agreement is conditioned upon, and subject to, the Commission's final acceptance, as set forth above, and it is subject to the provisions of 16 C.F.R. § 1118.20(h). Upon the later of: (i) the Commission's final acceptance of this Agreement and service of the accepted Agreement upon Vornado, and (ii) the date of issuance of the final Order, this Agreement shall be in full force and effect, and shall be binding upon the parties.

26. Effective upon the later of: (1) the Commission's final acceptance of the Agreement and service of the accepted Agreement upon Vornado, and (2) the date of issuance of the final Order, for good and valuable consideration, Vornado hereby expressly and irrevocably waives and agrees not to assert any past, present, or future rights to the following, in connection with the matter described in this Agreement:

- (i) an administrative or judicial hearing;
- (ii) judicial review or other challenge or contest of the Commission's actions;
- (iii) a determination by the Commission of whether Vornado failed to comply with the CPSA and the underlying regulations;
- (iv) a statement of findings of fact and conclusions of law; and
- (v) any claims under the Equal Access to Justice Act.

27. Vornado shall maintain a compliance program and a system of internal controls and procedures designed to ensure compliance with the CPSA with respect to any consumer product imported, manufactured, distributed, or sold by Vornado, and which shall contain the following elements:

(i) written standards, policies, and procedures, including those designed to ensure that information that may relate to or impact CPSA compliance is conveyed effectively to personnel responsible for CPSA compliance, whether or not an injury has been reported;

(ii) procedures for reviewing claims and reports for safety concerns and for implementing corrective and preventive actions when compliance deficiencies or violations are identified;

(iii) procedures requiring that information required to be disclosed by Vornado to the Commission is recorded, processed, and reported in accordance with applicable law;

(iv) procedures requiring that all reporting made to the Commission is timely, truthful, complete, accurate, and in accordance with applicable law;

(v) procedures requiring that prompt disclosure is made to Vornado's senior management of any significant deficiencies or material weaknesses in the design or operation of such compliance program or internal controls that affect adversely, in any material respect, Vornado's ability to record, process, and report to the Commission in accordance with applicable law;

(vi) mechanisms to effectively communicate to all applicable Vornado employees, through training programs or other means, compliance-related company policies and procedures to prevent violations of the CPSA;

(vii) a mechanism for confidential employee reporting of compliance-related questions or concerns to either a compliance officer or to another senior manager with authority to act as necessary;

(viii) Vornado's senior management responsibility for CPSA compliance; and

(ix) retention of all CPSA compliance-related records for at least five (5) years, and availability of such records to CPSC staff upon request.

28. The Firm shall submit a report under CPSA section 16(b), sworn to under penalty of perjury:

(i) describing in detail its compliance program and internal controls and the actions the Firm has taken to comply with each subparagraph of paragraph 27;

(ii) affirming that during the reporting period the Firm has reviewed its compliance program and internal controls, including the actions referenced in subparagraph (a) of this paragraph, for effectiveness, and that it complies with each subparagraph of paragraph 27, or describing in detail any non-compliance with any such subparagraph; and

(iii) identifying any changes or modifications made during the reporting period to the Firm's compliance program or internal controls to ensure compliance with the terms of the CPSA and, in particular, the requirements of CPSA section 15 related to timely reporting.

Such reports shall be submitted annually to the Director, Office of Compliance, Division of Enforcement and Litigation, for a period of three (3) years beginning 12 months after the Commission's Final Order of Acceptance of the Agreement. The first report shall be submitted 30 days after the close of the first 12-month reporting period, and successive reports shall be due annually on the same date thereafter. Without limitation, the Firm acknowledges and agrees that failure to make such timely and accurate reports as required by this Agreement and Order may constitute a violation of section 19(a)(3) of the CPSA.

29. Notwithstanding and in addition to the above, upon request of staff, Vornado shall promptly provide to CPSC written documentation identifying any material changes or improvements to the Firm's compliance program or internal controls and the effective date of those changes or improvements. Vornado shall cooperate fully and truthfully with staff and shall make available all non-privileged information and materials, and any personnel deemed necessary by staff, to evaluate Vornado's compliance with the terms of the Agreement.

30. The parties acknowledge and agree that the Commission may publicize the terms of the Agreement and the Order.

31. Vornado represents that the Agreement:

(i) is entered into freely and voluntarily, without any degree of duress or compulsion whatsoever;

(ii) has been duly authorized; and

(iii) constitutes the valid and binding obligation of Vornado, enforceable against Vornado in accordance with its terms. The individuals signing the Agreement on behalf of Vornado represent and warrant that they are duly authorized by Vornado to execute the Agreement.

32. The signatories represent that they are authorized to execute this Agreement.

33. The Agreement is governed by the laws of the United States.

34. The Agreement and the Order shall apply to, and be binding upon, Vornado and each of its successors, transferees, and assigns; and a violation of the Agreement or Order may subject Vornado, and each of its successors, transferees, and assigns, to appropriate legal action.

35. The Agreement and the Order constitute the complete agreement between the parties on the subject matter contained therein.

36. 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. For purposes of construction, the Agreement shall be deemed to have been drafted by both of the parties and shall not, therefore, be construed against any party, for that reason, in any subsequent dispute.

37. The Agreement may not be waived, amended, modified, or otherwise altered, except as in accordance with the provisions of 16 CFR 1118.20(h). The Agreement may be executed in counterparts.

38. If any provision of the Agreement or 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 Vornado agree in writing that severing the provision materially affects the purpose of the Agreement and the Order.

Vornado Air, LLC

Dated: 5/24/2022.

By: /s/ \_\_\_\_\_

Randy Brillhart,

*Vornado Air, LLC Chief Executive Officer.*

Dated: 5/24/2022.

By: /s/ \_\_\_\_\_

Michelle Gillice,

*Counsel to Vornado Air, LLC.*

U.S. Consumer Product Safety Commission

Dated: 5/25/2022.

By: /s/ \_\_\_\_\_

Caitlin O'Donnell,

*Trial Attorney, Office of Compliance and Field Operations.*

**United States of America Consumer Product Safety Commission, CPSC**  
**Docket No.: 22–C0002**

**In the Matter of: Vornado Air, LLC**

*Order*

Upon consideration of the Settlement Agreement entered into between Vornado Air, LLC (“Vornado”), and the U.S. Consumer Product Safety Commission (“Commission”), and the Commission having jurisdiction over the subject matter and over Vornado, and it appearing that the Settlement Agreement and the Order are in the public interest, it is:

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

*Further ordered* that Vornado shall comply with all terms of the Settlement Agreement including payment of a civil penalty in the amount of seven million five hundred thousand dollars (\$7,500,000), within thirty (30) days after service of the Commission’s final Order accepting the Settlement Agreement. The payment shall be made by electronic wire transfer to the Commission via: <http://www.pay.gov>. Upon the failure of Vornado to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Vornado at the federal legal rate of interest set forth at 28 U.S.C. § 1961(a) and (b). If Vornado fails to make such payment or to comply in full with any other provision of the Settlement Agreement, such conduct will be considered a violation of the Settlement Agreement and Order, and the Commission reserves the right to pursue additional enforcement actions against the Firm.

Provisionally accepted and provisional Order issued on the   5th day of July, 2022.

By Order of the Commission:

/s/ \_\_\_\_\_  
Alberta Mills, *Secretary U.S. Consumer Product Safety Commission.*

[FR Doc. 2022–14822 Filed 7–11–22; 8:45 am]

**BILLING CODE 6355–01–P**

**CORPORATION FOR NATIONAL AND COMMUNITY SERVICE**

**Agency Information Collection Activities; Submission to the Office of Management and Budget for Review and Approval; Comment Request; Application Package for Grantee Progress Report (GPR) Data Collection**

**AGENCY:** The Corporation for National and Community Service.

**ACTION:** Notice of information collection; request for comment.

**SUMMARY:** In accordance with the Paperwork Reduction Act of 1995, the Corporation for National and Community Service (operating as AmeriCorps) is proposing to renew an information collection.

**DATES:** Written comments must be submitted to the individual and office listed in the **ADDRESSES** section by September 12, 2022.

**ADDRESSES:** You may submit comments, identified by the title of the information collection activity, by any of the following methods:

(1) By mail sent to: AmeriCorps, Attention Sarah Foster, 250 E Street SW, Washington, DC 20525.

(2) By hand delivery or by courier to the AmeriCorps mailroom at the mail address given in paragraph (1) above, between 9:00 a.m. and 4:00 p.m. Eastern Time, Monday through Friday, except federal holidays.

(3) Electronically through [www.regulations.gov](http://www.regulations.gov).

Comments submitted in response to this notice may be made available to the public through [regulations.gov](http://www.regulations.gov). For this reason, please do not include in your comments information of a confidential nature, such as sensitive personal information or proprietary information. If you send an email comment, your email address will be automatically captured and included as part of the comment that is placed in the public docket and made available on the internet. Please note that responses to this public comment request containing any routine notice about the confidentiality of the communication will be treated as public comment that may be made available to the public, notwithstanding the inclusion of the routine notice.

**FOR FURTHER INFORMATION CONTACT:**

Sarah Foster, 202–606–6755, or by email at [sfoster@cns.gov](mailto:sfoster@cns.gov).

**SUPPLEMENTARY INFORMATION:**

*Title of Collection:* Grantee Progress Report (GPR) Data Collection.

*OMB Control Number:* 3045–0184.

*Type of Review:* Renewal.

*Respondents/Affected Public:*

Businesses and Organizations; State, Local or Tribal Governments.

*Total Estimated Number of Annual Responses:* 454 (350 AmeriCorps State and National grantees, 52 Commission Support Grant grantees, and 52 Commission Investment Fund grantees).

*Total Estimated Number of Annual Burden Hours:* 7,534.

*Abstract:* AmeriCorps uses information collected via the Grantee

Progress Reports to assess grantee progress toward meeting approved objectives, to identify areas of challenge and opportunity, to guide the allocation of training and technical assistance resources, and to compile portfolio-wide data to report to external stakeholders. AmeriCorps seeks to continue using the currently-approved information collection until the revised information collection is approved by OMB. The currently-approved information collection is due to expire on October 31, 2022.

Comments submitted in response to this notice will be summarized and/or included in the request for OMB approval. Comments are invited on: (a) Whether the 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 of the collection of information; (c) ways to enhance the quality, utility, and clarity of the information to be collected; (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; and (e) estimates of capital or start-up costs and costs of operation, maintenance, and purchase of services to provide information. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, disclose, or provide information to or for a Federal agency. This includes the time needed to review instructions; to develop, acquire, install, and utilize technology and systems for the purpose of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; to train personnel and to be able to respond to a collection of information, to search data sources, to complete and review the collection of information; and to transmit or otherwise disclose the information. All written comments will be available for public inspection on [regulations.gov](http://www.regulations.gov).

Dated: June 22, 2022.

**Sonali Nijhawan,**

*Director, AmeriCorps State and National.*

[FR Doc. 2022–14730 Filed 7–11–22; 8:45 am]

**BILLING CODE 6050–28–P**