

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

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**.

20. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Cardinal 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 Cardinal 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.

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

22. The Agreement and Order shall apply to, and be binding upon, Cardinal and each of its successors and assigns.

23. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject Cardinal to appropriate legal action.

24. 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.

25. 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 Cardinal agree that severing the provision materially affects the purpose of the Agreement and Order.

CARDINAL DISTRIBUTING COMPANY, INC.

Dated: 11/13/08.

By: _____
Daniel Paszkiewicz,
President, Cardinal Distributing Company,
Inc., 6801 Quad Avenue, Baltimore, MD
21237.

Dated: 11/14/08.

By: _____
Caroline A. Pilch, Esq.,
Yen Pilch Komadina & Flemming, P.C., 6017
North 15th Street, Phoenix, AZ 85014,
Counsel for Cardinal Distributing Company,
Inc.

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: 4/14/09.

By: _____
M. Reza Malihi,

*Trial Attorney, Division of Compliance,
Office of the General Counsel.*

United States of America—Consumer Product Safety Commission

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

Order

Upon consideration of the Settlement Agreement entered into between Cardinal Distributing Company, Inc. ("Cardinal") and the U.S. Consumer Product Safety Commission ("Commission") staff, and the Commission having jurisdiction over the subject matter and over Cardinal, 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 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. Upon the failure of Cardinal to make any of the foregoing payments when due, (i) the entire amount of the civil penalty shall become due and payable, and (ii) interest on the outstanding balance shall accrue and be paid by Cardinal 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. E9–18512 Filed 7–31–09; 8:45 am]

BILLING CODE 6355–01–P

DEPARTMENT OF DEFENSE

Office of the Secretary

[Docket ID: DoD–2009–OS–0120]

Proposed Collection; Comment Request

AGENCY: Office of the Under Secretary of Defense for Acquisition, Technology and Logistics, Department of Defense.

ACTION: Notice.

In compliance with section 35006(c)(2)(A) of the *Paperwork Reduction Act of 1995*, the Under Secretary of Defense for Acquisition, Technology, and Logistics announces the proposed extension of a public information collection for the proper performance of the functions of the agency, including whether the

information shall have practical utility; the accuracy of DoD's estimate of the burden of the proposed information collection; ways to enhance the quality, utility, and clarity of the information to be collected; and ways to minimize the burden of the information collection on respondents, including through the use of automated collection techniques or forms of information technology.

DATES: Consideration will be given to all comments received by October 2, 2009.

ADDRESSES: You may submit comments, identified by docket number and title, by any of the following methods:

Federal eRulemaking Portal: <http://www.regulations.gov>. Follow the instructions for submitting comments.

Mail: Federal Docket Management System Office, 1160 Defense Pentagon, Washington, DC 20301–1160.

Instructions: All submissions received must include the agency name, docket number and title for this **Federal Register** document. The general policy for comments and other submissions from members of the public is to make these submissions available for public viewing on the Internet at <http://www.regulations.gov> as they are received without change, including any personal identifiers or contact information.

FOR FURTHER INFORMATION CONTACT: To request more information on this proposed information collection or to obtain a copy of the proposal and associated collection instruments, please write to the Defense Standardization Program Office (DSPO), Defense Logistics Agency, J–307, Attention: Ms. Karen Bond, 8725 John J. Kingman Road, Mail Stop 6233, Fort Belvoir, VA 20060–6221, or contact the Defense Standardization Program Office (DSPO) at (703) 767–6871.

Title, Associated Forms, and OMB Number: Acquisition Management Systems and Data Requirements Control List (AMSDL); Numerous Forms; 0704–0188.

Needs and Uses: The Acquisition Management Systems and Data Requirements Control List (AMSDL) is a list of data requirements used in Department of Defense (DoD) contracts. The information collected will be used by DoD personnel and other DoD contractors to support the design, test, manufacture, training, operation, and maintenance of procured items, including weapons systems critical to the national defense.

Affected Public: Business or Other For-Profit; Not-For-Profit Institutions.
Annual Burden Hours: 26,915,328.
Number of Respondents: 944.
Responses per Respondent: 432.