

- A U.S. citizen residing in the United States, or able to travel to the United States or other location to attend official Business Dialogue meetings;
- The President or CEO (or comparable level of responsibility) of a private sector company, or, in the case of large companies, a person having substantial responsibility for the company's commercial activities in Iraq, either of which shall possess unique experience with or specialized knowledge about the commercial environment in Iraq; or the head of a non-profit entity, such as a trade or industry association, who possesses unique technical expertise, and the ability to provide counsel with respect to private sector business development in Iraq; and
- Not a registered foreign agent under the Foreign Agents Registration Act of 1938, as amended.

Members will be selected on the basis of who best will carry out the objectives of the Business Dialogue as described above and as stated in the Terms of Reference for the Dialogue. (The Terms of Reference are available from the point of contact listed above.) Recommendations for appointment will be made to the Secretary of Commerce. All candidates will be notified of whether they have been selected.

To be considered for membership, please submit the following information as instructed in the addresses and dates captions above: Name(s) and title(s) of the individual(s) requesting consideration; name and address of company or non-profit entity to be represented; size of the company or non-profit entity; description of relevant product, service, or technical expertise; size of company's export trade, investment, and/or international program experience; nature of operations or interest in Iraq; responsibilities of the candidate within the company or non-profit entity; and a brief statement of why the candidate should be appointed, including information about the candidate's ability to initiate and be responsible for activities in which the Business Dialogue will be active.

**Valerie Dees,**

*Acting Director, Iraq Investment and Reconstruction Task Force.*

[FR Doc. 2010-11471 Filed 5-12-10; 8:45 am]

**BILLING CODE 3510-DA-P**

**CONSUMER PRODUCT SAFETY COMMISSION**

[CPSC Docket No. 09-C0037]

**Target Corporation: 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 Target Corporation, containing a civil penalty of \$600,000.00.

**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 May 28, 2010.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 09-C0037, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 820, Bethesda, Maryland 20814-4408.

**FOR FURTHER INFORMATION CONTACT:** Sean R. Ward, 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) 504-7602.

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

Dated: May 6, 2010.

**Todd A. Stevenson,**  
*Secretary.*

**Settlement Agreement and Order**

1. In accordance with 16 CFR 1118.20, Target Corporation ("*Target*") 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. Target is a corporation organized and existing under the laws of Minnesota, with its principal offices located in Minneapolis, Minnesota. At all times relevant hereto, Target imported and sold toys and children's products.

**Staff Allegations**

4. From May 2006 through October 2006, Target imported into the United States approximately 156,300 units of Various Kool Toyz children's products consisting of the following models: Truck Carry Case; Tiny Playground Set/ Dream House Play Set; Discovery Dinosaur Habitat; Air, Land and Sea Defender Play Set; and the Tank and Helicopter Action Figure Play Set ("*Kool Toyz*"). Target sold the Kool Toyz to consumers at retail stores nationwide owned or operated by Target from July 2006 through September 2006 for between \$10 and \$20 per unit.

5. On approximately November 2006, Target imported into the United States about 5,000 Anima-Bamboo Collection Games ("*Collection Games*") units. Target sold the Collection Games to consumers at retail stores nationwide owned or operated by Target from approximately December 2006 through April 2007 for \$10 per unit.

6. From June 2006 through June 2007, Target imported into the United States about 350,000 units of the Happy Giddy Gardening Tools ("*Toy Tools*"). Target sold the Toy Tools to consumers at retail stores nationwide owned or operated by Target from approximately August 2006 through August 2007 for between \$3 and \$10 per unit.

7. From June 2007 through August 2007, Target imported into the United States about 1900 units of Sunny Patch Chairs ("*Toy Chairs*"). Target sold the Toy Chairs to consumers at retail stores nationwide owned or operated by Target from approximately June 2007 through August 2007 for about \$10 per unit.

8. The Kool Toyz, Collection Games, Toy Tools and Toy Chairs (collectively, "*Target Products*") are "consumer products," and, at all times relevant hereto, Target was a "manufacturer" and/or "retailer" of those consumer product(s), which were "distributed in commerce," as those terms are defined in CPSA section 3(a)(3), (5), (8), (11) and (13), 15 U.S.C. §§ 2052(a)(3), (5), (8), (11) and (13).

9. The Target Products 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).

10. On October 6, 2006, Target submitted a Full Report to CPSC containing information that it had commissioned an independent laboratory to conduct testing for the presence of lead in surface coatings on multiple models of the Kool Toyz in response to a consumer complaint that parts of the product were breaking. As expressed in several test reports, the test results demonstrated that the samples of the Kool Toyz contained a total lead content in excess of the permissible 0.06 percent limit set forth in the Ban.

11. On April 17, 2007, Target submitted a Full Report to CPSC containing information that it had commissioned an independent laboratory to conduct testing of samples for the presence of lead in surface coatings on multiple models of the Collection Games from a store audit. As expressed in several test reports, the test results demonstrated that the samples of the Collection Games contained lead content in excess of the permissible 0.06 percent limit set forth in the Ban.

12. On August 10, 2007, the Staff informed Target that it had tested a store sample of Toy Tools using the Association of Official Analytical Chemists ("AOAC") method 974.02 lead analysis of paint which demonstrated that orange surface coating on the tested sample contained a total lead content in excess of the permissible 0.06 percent limit set forth in the Ban.

13. On September 14, 2007, Target submitted a Full Report to CPSC containing information that it had commissioned an independent laboratory to conduct testing of store samples of the Toy Chairs. As expressed in its test reports, the test result demonstrated that the sample of the Toy Chairs contained lead content in excess of the permissible 0.06 percent limit set forth in the Ban.

14. On November 15, 2006, the Commission and Target announced a consumer-level recall of about 156,300 units of the Kool Toyz because "[s]ome of the toys contain lead paint, which is toxic if ingested by young children and can cause adverse health effects." On May 2, 2007, the Commission and Target announced a consumer-level recall of about 5,000 units of Collection Games because "[t]he toys in the

bamboo game sets could contain lead paint, which is toxic if ingested by young children and can cause adverse health effects." On September 26, 2007, the Commission and Target announced a consumer-level recall of about 350,000 Toy Tools and Toy Chairs because "[t]he surface paint on the recalled gardening tools and chairs contains excessive levels of lead, violating the federal lead paint standard."

15. Although Target reported no incidents or injuries associated with the Kool Toyz, Collection Games, Toy Tools and Toys Chairs, 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.

16. The Kool Toyz, Collection Games, Toy Tools and Toy Chairs 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 of dried paint film. Between May 2006 and August 2007, Target 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 Kool Toyz, Collection Games, Toy Tools and Toy Chairs, in violation of section 19(a)(1) of the CPSA, 15 U.S.C. 2068(a)(1). Target committed these prohibited acts "knowingly," as that term is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

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

#### Target's Responsive Allegations

18. Target denies the Staff's allegations set forth above that it violated the CPSA or that it failed to take adequate action to ensure that none of its products contained excessive levels of lead-containing paint.

19. At all times relevant to this matter, Target's quality assurance procedures were reasonable and satisfied the standard of care. Target's knowledge when the subject products were imported and offered for sale was that they complied with the lead paint standard. Notwithstanding satisfactory pre-production test results, certain units were subsequently found to contain impermissible levels of lead paint.

20. Target notified CPSC of the Kool Toyz and Collection Games issues promptly upon discovering them. CPSC discovered the Toy Tools/Toy Chairs issue and brought it to Target's attention. After promptly investigating the facts, Target voluntarily conducted each of the three subject product recalls in cooperation with CPSC.

21. Before the Target Products were manufactured, Target had already begun implementing Multi-Stage Testing ("MST") and a Quality Assurance Initiative as part of its overall process designed to help ensure the quality and safety of the products that Target sells. Target enhanced its procedures by addressing through MST the monitoring of product quality both before and during production by conducting three stages of testing—pre-production, top of production, and ongoing random testing of production units.

#### Agreement of the Parties

22. Under the CPSA, the Commission has jurisdiction over this matter and over Target.

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

24. In settlement of the Staff's allegations, Target shall pay a civil penalty in the amount of six-hundred thousand dollars (\$600,000.00) 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.

25. 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 C.F.R. § 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**.

26. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Target 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 Target 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.

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

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

29. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject Target and each of its successors and assigns to appropriate legal action.

30. 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.

31. 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 Target agree that severing the provision materially affects the purpose of the Agreement and Order.

Target Corporation:

Dated: 9-17-09

By:

Stacia Andersen, *President*  
Target Sourcing Services  
1000 Nicollet Mall  
Minneapolis, MN 55403

Dated: 9-17-09

By:

Eric A. Rubel, Esq.  
Arnold & Porter LLP  
555 Twelfth Street, NW.  
Washington, DC 20004-1206  
Counsel for Target Corporation

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: 9-17-09

By:

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

## Order

Upon consideration of the Settlement Agreement entered into between Target Corporation ("Target") and the U.S. Consumer Product Safety Commission ("Commission") staff, and the Commission having jurisdiction over the subject matter and over Target, 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 Target shall pay a civil penalty in the amount of six-hundred thousand dollars (\$600,000.00) 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 Target to make any of the foregoing payments when due, interest on the unpaid amount shall accrue and be paid by Target 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 30th day of September, 2009.

By Order of the Commission:

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

[FR Doc. 2010-11460 Filed 5-12-10; 8:45 am]

BILLING CODE 6355-01-P

## CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

### Information Collection; Submission for OMB Review, Comment Request

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

**ACTION:** Notice.

**SUMMARY:** The Corporation for National and Community Service (hereinafter the "Corporation"), has submitted a public information collection request (ICR) entitled AmeriCorps Application Instructions: Administrative, Program Development, and Training grants to the Office of Management and Budget (OMB) for review and approval in accordance with the Paperwork Reduction Act of 1995, Public Law 104-13, (44 U.S.C. Chapter 35). Copies of this ICR, with applicable supporting documentation, may be obtained by calling the Corporation for National and Community Service, Ms. Amy Borgstrom at (202) 606-6930. Individuals who use a telecommunications device for the deaf (TTY-TDD) may call (202) 565-2799

between 8:30 a.m. and 5 p.m. eastern time, Monday through Friday.

**ADDRESSES:** Comments may be submitted, identified by the title of the information collection activity, to the Office of Information and Regulatory Affairs, Attn: Ms. Sharon Mar, OMB Desk Officer for the Corporation for National and Community Service, by any of the following two methods within 30 days from the date of publication in this **Federal Register**:

- (1) *By fax to:* (202) 395-6974, Attention: Ms. Sharon Mar, OMB Desk Officer for the Corporation for National and Community Service; and
- (2) *Electronically by e-mail to:* smar@omb.eop.gov.

**SUPPLEMENTARY INFORMATION:** The OMB is particularly interested in comments which:

- Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the Corporation, including whether the information will have practical utility;
- Evaluate the accuracy of the agency's estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used;
- Propose ways to enhance the quality, utility, and clarity of the information to be collected; and
- Propose ways to minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submissions of responses.

### Comments

A 60-day public comment Notice was published in the **Federal Register** on Friday, March 5, 2010. This comment period ended May 5, 2010. No public comments were received from this Notice.

*Description:* The Corporation is seeking approval of the attached AmeriCorps Application Instructions: Administrative, Program Development, and Training grants. State commissions will respond to the questions included in this ICR in order to report on their use of federal funds and progress against their annual plan.

*Type of Review:* Renewal.

*Agency:* Corporation for National and Community Service.

*Title:* AmeriCorps Application Instructions: Administrative, Program Development, and Training grants.

*OMB Number:* 3045-0099.