The total (non-hour) respondent cost burden for this collection in the form of postage costs is estimated to be $3,801.42 per year.

IV. Request for Comments

Comments are invited on: (a) Whether the proposed 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 (including hours and cost) of the proposed collection of information, including the validity of the methodology and assumptions used; (c) ways to enhance the quality, utility, and clarity of the information to be collected; and (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, e.g., permitting electronic submission of responses.

Comments submitted in response to this notice will be summarized or included in the request for OMB approval of this information collection; they will also become a matter of public record.


Marcie Lovett,
Records Management Division Director, USPTO, Office of the Chief Information Officer.
[FR Doc. 2015–04212 Filed 2–27–15; 8:45 am]
BILLING CODE 3510–16–P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSD Docket No. 15–C0003]

General Electric Company, 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 General Electric Company, containing a civil penalty of $3,500,000, within twenty (20) days of service of the Commission’s final Order accepting the Settlement Agreement.

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 March 17, 2015.

IV. Request for Comments

Comments are invited on: (a) Whether the proposed 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 (including hours and cost) of the proposed collection of information, including the validity of the methodology and assumptions used; (c) ways to enhance the quality, utility, and clarity of the information to be collected; and (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, e.g., permitting electronic submission of responses.

Comments submitted in response to this notice will be summarized or included in the request for OMB approval of this information collection; they will also become a matter of public record.

Dated: February 24, 2015.

Alberta E. Mills,
Acting Secretary.

UNITED STATES OF AMERICA
CONSUMER PRODUCT SAFETY COMMISSION

In the Matter of: GENERAL ELECTRIC COMPANY, CPSC Docket No.: 15–C0003

SETTLEMENT AGREEMENT


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

3. GE is a corporation, organized and existing under the laws of the State of New York, with its principal place of business in Fairfield, CT. GE Appliances (“GEA” or “GE Appliances”) is an unincorporated business unit of GE that is located in Louisville, KY.

STAFF CHARGES

GE RANGES

4. Between June 2002 through December 2004, GE manufactured approximately 174,000 stainless steel tub dishwashers (the Dishwasher). The Dishwasher was sold through department and appliance stores nationwide for approximately $750 to $1,400 between July 2003 and October 2010.

12. Between July 2003 and December 2006, GE manufactured approximately 174,000 stainless steel tub dishwashers (the Dishwasher). The Dishwasher was sold through department and appliance stores nationwide for approximately $750 to $1,400 between July 2003 and October 2010.

13. The Dishwasher was sold under brand name of GE Profile or GE Monogram. The Dishwasher is a “consumer product” “distributed in commerce,” as those terms are defined or used in sections 3(a)(5), (8), and (11) of the CPSA, 15 U.S.C. § 2052(a)(5), (8), and (11). At all relevant times, GE was a “manufacturer” of the Dishwasher, as such term is defined or used in sections 3(a)(11) of the CPSA, 15 U.S.C. § 2052(a)(11).

5. The Range is a 30-inch wide GE Profile Dual Fuel Freestanding Range with an electric range with gas cooktop burners. The Range is a “consumer product” “distributed in commerce,” as those terms are defined or used in sections 3(a)(5), (8), and (11) of the CPSA, 15 U.S.C. § 2052(a)(5), (8), and (11). At all relevant times, GE was a “manufacturer” of the Range, as such term is defined or used in sections 3(a)(11) of the CPSA, 15 U.S.C. § 2052(a)(11).

6. The Range is defective because a connector in the wire harness at the rear of the Range could overheat, posing a fire and burn hazard to consumers.

7. GE first received notice of a possible Range failure in 2003, when a consumer reported to GE that she had called the fire department because the Range had caught fire while it was pre-heating. A GE technician noted that the wiring had shorted out. By the end of 2004, GE received four more consumer complaints of fire or melted wires. In 2004, GE technicians examined several of the Ranges involved in the consumer complaints and confirmed that the wiring harness at the rear of the Range could overheat, causing a fire hazard.

8. In December 2004, to reduce the risk of an overheated connector, GE redesigned the Range to remove the connectors in the wiring harness. By this time, GE had obtained sufficient information that reasonably supported the conclusion that the Range contained a defect or possible defect which could create a substantial product hazard or created an unreasonable risk of serious injury or death. GE was required to inform 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) and (4).

9. After the redesign of the Range, GE continued to receive reports from consumers of overheated wiring and fires that occurred in the back of the Range.

10. Despite having information regarding the Range’s defect or risk, GE failed to inform 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) and (4).

11. GE did not file its Full Report with the Commission until February 25, 2009. GE recalled the Range on April 8, 2009. By that time, GE was aware of an additional eight reports of harness and wiring overheating in the back of the Range, including five in which the consumer reported that the unit or wiring caught fire. GE failed to update the Commission regarding these new incidents.

GE DISHWASHERS
14. The Dishwasher is defective because it can short circuit due to electrolytic condensate on the control board. The short circuit can result in an overheated connector in the dishwasher, posing a fire and burn hazard to consumers.

15. GE first received notice of a possible Dishwasher control-related incident in 2007, when a consumer reported to GE that his dishwasher had caught fire in the middle of the night due to an overheated control panel. In 2008 and 2009, GE received more reports of Dishwasher control-related fires, and GE paid out insurance settlements to several consumers based on these reports. Many of these reports explicitly alleged a fire that originated at the control panel within the Dishwasher’s metal door.


RESPONSE OF GENERAL ELECTRIC COMPANY

19. GE does not admit the staff’s charges set forth in paragraphs 4 through 18 above, including, but not limited to, the charge that the Subject Products contained a defect that could create a substantial product hazard or created an unreasonable risk of serious injury or death, and the charge that GE failed to notify the Commission in a timely manner, in accordance with section 15(b) of the CPSA, 15 U.S.C. § 2064(b).

20. GE enters into this Agreement to settle this matter, but without admitting or denying the accuracy of the allegations of the CPSA. Effective upon the later of: (i) the issuance of the final Order, for good and valuable consideration, GE hereby expressly and irrevocably waives and agrees not to assert any past, present, or future rights to the information and materials, and personnel deemed necessary by staff to evaluate GE’s compliance with the terms of this Agreement.

21. GE voluntarily notified the Commission in connection with the Ranges in February 2009. GE was (and is) not aware of any report of injury associated with the Ranges and reported issue. GE voluntarily notified the Commission in connection with the Dishwashers in August 2010. GE was (and is) not aware of any report of serious injury associated with the Dishwashers and reported issue. GE carried out voluntary recalls in cooperation with the Commission and acted to reduce the potential risk of injury.

22. At all relevant times, GE has had a product safety compliance program, including dedicated product safety personnel, new product qualification design and testing safety-related requirements, written product safety compliance policies, and written procedures for notifying the Commission about potential safety issues, in accordance with section 15(b) of the CPSA.

23. Under the CPSA, the Commission has jurisdiction over the matter involving the Products described in this Agreement.

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

25. In connection with the recalls, and to avoid the cost, distraction, delay, uncertainty, and inconvenience of protracted litigation or other proceedings, GE shall pay a civil penalty in the amount of three million, five hundred thousand dollars ($3,500,000) within twenty (20) calendar days after receiving service of the Commission’s final Order accepting the Agreement. The payment shall be made by electronic wire transfer to the Commission via: http://www.pay.gov.


AGREEMENT OF THE PARTIES

27. 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 CFR § 1118.20(e). Upon the later of: (i) Commission’s final acceptance of this Agreement and service of the accepted Agreement upon GE, and (ii) the date of issuance of the final Order, this Agreement shall be fully effective and shall be binding upon the parties.

28. Effective upon the later of: (i) the Commission’s final acceptance of the Agreement and service of the accepted Agreement upon GE, and (ii) the date of issuance of the final Order, for good and valuable consideration, GE hereby expressly and irrevocably waives and agrees not to assert any past, present, or future rights to the information and materials, and personnel deemed necessary by staff to evaluate GE’s compliance with the terms of this Agreement.

29. GE represents and agrees that GE has and shall maintain a compliance program designed to ensure compliance with sections 15(b) of the CPSA with respect to any consumer product imported, manufactured, and/or distributed by GE. In addition to the program components set out in paragraph 22 of this Agreement, GE represents and agrees that GE’s compliance program contains and shall continue to contain the following elements: (i) written standards and policies; (ii) 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; (iii) effective communication of company compliance-related policies and procedures regarding CPSA sections 15(b) to all applicable employees and training programs or otherwise; (iv) GE’s senior management responsibility for, and general board oversight of, compliance; and (v) retention of all compliance-related records for at least five (5) years, and availability of such records to staff upon reasonable request.

30. GE represents and agrees that GE has and shall maintain and enforce a system of internal controls and procedures designed to ensure that, with respect to all consumer products imported, manufactured, and/or distributed by GE: (i) information required to be disclosed by GE to the Commission is recorded, processed, and reported in accordance with applicable law; (ii) all reporting made to the Commission is timely, truthful, complete, accurate, and in accordance with applicable law; and (iii) prompt disclosure is made to GE’s management of any significant deficiencies or material weaknesses in the design or operation of such internal controls that are reasonably likely to affect adversely, in any material respect, GE’s ability to record, process, and report to the Commission in accordance with applicable law.

31. Upon reasonable request of staff, GE shall cause GE to provide written documentation of its internal controls and procedures, including, but not limited to, the effective dates of the procedures and improvements thereto, GE shall cause GE to cooperate fully and truthfully with staff and shall make available all non-privileged information and materials, and personnel deemed necessary by staff to evaluate GE’s compliance with the terms of this Agreement.

32. The parties acknowledge and agree that the Commission may publicize the terms of the Agreement and the Order. Any press release shall substantially conform to the terms of this Settlement Agreement.

33. GE 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 GE, enforceable against GE in accordance with its terms. GE also represents that GE will not directly or indirectly receive any reimbursement, indemnification, insurance-related payment, or other payment in connection with the civil penalty to be paid by GE pursuant to the Agreement and Order. The individuals signing the Agreement on behalf of GE represent and warrant that they are duly authorized by GE to execute this Agreement.

34. The Commission signatories represent that they are signing the Agreement in their official capacities and that they are authorized to execute this Agreement.

35. The Agreement is governed by the laws of the United States.
36. Except as set forth in Paragraph 37, the Agreement and the Order shall apply to, and be binding upon, GE and each of its successors, transferees, and assigns, and a violation of the Agreement or Order may subject GE, and each of its successors, transferees and assigns, to appropriate legal action.

37. Paragraphs 29–31 of the Agreement shall apply to, and be binding upon, GE, unless and until GE no longer owns GEA, at which time Paragraphs 29–31 only shall apply to, and be binding upon, each of GE’s successors, transferees, and assigns that acquire GEA.

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

39. 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.

40. 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.

41. 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 severable. The balance of the Agreement and the Order shall remain in full force and effect, unless the Commission and GE agree in writing that severing the provision materially affects the purpose of the Agreement and the Order.

GENERAL ELECTRIC COMPANY

Dated: February 4, 2015

By:

Kevin Nolan
Vice President, Technology
GE Appliances, a division of the General Electric Company
Buechel Bank Road
Louisville, KY 40225

Dated: February 3, 2015

By:

Eric A. Rubel
Counsel to General Electric Company
Arnold & Porter LLP
555 Twelfth Street, NW
Washington, DC 20004–1206

U.S. CONSUMER PRODUCT SAFETY COMMISSION

Stephanie Tsacoumis
General Counsel
Mary Boyle
Deputy General Counsel
Mary B. Murphy
Assistant General Counsel

Dated: February 3, 2015

By:

Jennifer C. Aragabright, Trial Attorney
Division of Compliance
Office of the General Counsel

UNITED STATES OF AMERICA CONSUMER PRODUCT SAFETY COMMISSION

In the Matter of: General Electric Company
CPSC Docket No.: 15–C0003

ORDER

Upon consideration of the Settlement Agreement entered into between General Electric Company (GE), and the U.S. Consumer Product Safety Commission (Commission), and the Commission having jurisdiction over the subject matter and over GE, 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 GE shall comply with the terms of the Settlement Agreement and shall pay a civil penalty in the amount of three million, five hundred thousand dollars ($3,500,000) within twenty (20) 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.

FURTHER ORDERED that GE shall 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.

 Provisionally accepted and provisional Order issued on the 13th day of February, 2015.

BY ORDER OF THE COMMISSION:

Alberta Mills, Acting Secretary
U.S. Consumer Product Safety Commission

[FR Doc. 2015–04154 Filed 2–27–15; 8:45 am]

BILLING CODE 6355–01–P

DEPARTMENT OF EDUCATION

[Docket No.: ED–2014–ICCD–0158]

Agency Information Collection Activities; Submission to the Office of Management and Budget for Review and Approval; Comment Request; Student Assistance General Provisions—Subpart A—General

AGENCY: Federal Student Aid (FSA), Department of Education (ED).

ACTION: Notice

SUMMARY: In accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. chapter 3501 et seq.), ED is proposing an extension of an existing information collection.

DATES: Interested persons are invited to submit comments on or before April 1, 2015.

ADDRESSES: Comments submitted in response to this notice should be submitted electronically through the Federal eRulemaking Portal at http://www.regulations.gov by selecting Docket ID number ED–2014–ICCD–0158 or via postal mail, commercial delivery, or hand delivery. If the regulations.gov site is not available to the public for any reason, ED will temporarily accept comments at ICDDocketMgr@ed.gov.

Please note that comments submitted by fax or email and those submitted after the comment period will not be accepted; ED will only accept comments during the comment period in this mailbox when the regulations.gov site is not available. Written requests for information or comments submitted by postal mail or delivery should be addressed to the Director of the Information Collection Clearance Division, U.S. Department of Education, 400 Maryland Avenue SW., LBJ, Mailstop L–OM–2–2E319, Room 2E105, Washington, DC 20202.

FOR FURTHER INFORMATION CONTACT: For specific questions related to collection activities, please contact Beth Grebeldinger, 202–377–4018.

SUPPLEMENTARY INFORMATION: The Department of Education (ED), in accordance with the Paperwork Reduction Act of 1995 (PRA) (44 U.S.C. 3506(c)(2)(A)), provides the general public and Federal agencies with an opportunity to comment on proposed, revised, and continuing collections of information. This helps the Department assess the impact of its information collection requirements and minimize the public’s reporting burden. It also helps the public understand the Department’s information collection requirements and provide the requested data in the desired format. ED is soliciting comments on the proposed information collection request (ICR) that is described below. The Department of Education is especially interested in public comment addressing the following issues: (1) Is this collection necessary to the proper functions of the Department; (2) will this information be processed and used in a timely manner; (3) is the estimate of burden accurate; (4) how might the Department enhance the quality, utility, and clarity of the information to be collected; and (5) how might the Department minimize the