

Home Depot and each of its successors, transferees, and assigns, and a violation of the Agreement or Order may subject Home Depot, and each of its successors, transferees, and assigns, to appropriate legal action.

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

38. 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.

39. 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.

40. 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 Home Depot agree in writing that severing the provision materially affects the purpose of the Agreement and the Order.

HOME DEPOT U.S.A., INC.

Dated: August 10, 2017

By: \_\_\_\_\_

Dated: August 10, 2017

By: \_\_\_\_\_

Eric Rubel, *Esq.*, Arnold & Porter Kaye Scholer LLP, 601 Massachusetts Ave. NW., Washington, DC 20001-3743, Counsel for Home Depot

U.S. CONSUMER PRODUCT SAFETY COMMISSION

Mary T. Boyle, *General Counsel*

Mary B. Murphy, *Assistant General Counsel*

Dated: August 10, 2017

By: \_\_\_\_\_

Noah AnStraus, *Trial Attorney*, Division of Compliance, Office of the General Counsel

UNITED STATES OF AMERICA

CONSUMER PRODUCT SAFETY COMMISSION

In the Matter of:

Home Depot U.S.A., Inc.

CPSC Docket No.: 17-C0005

### ORDER

Upon consideration of the Settlement Agreement entered into between Home Depot U.S.A., Inc. ("Home Depot" and "the Firm"), and the U.S. Consumer Product Safety Commission ("Commission"), and the Commission having jurisdiction over the subject matter and over Home Depot, 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 Home Depot shall comply with the terms of the Settlement Agreement and shall pay a civil penalty in the amount of \$5.7 million (five million, seven hundred thousand) 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: <https://www.pay.gov>. Upon the failure of Home Depot to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Home Depot at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b). If Home Depot 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. Provisionally accepted and provisional Order issued on the 24th day of August, 2017.

By Order of the Commission:

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

[FR Doc. 2017-18251 Filed 8-28-17; 8:45 am]

**BILLING CODE 6355-01-P**

### CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

#### Sunshine Act Notice

The Board of Directors of the Corporation for National and Community Service gives notice of the following meeting:

**DATE AND TIME:** Thursday, September 7, 2017, 3:00-4:00 p.m. (ET).

**PLACE:** Corporation for National and Community Service, 250 E Street SW., Suite 4026, Washington, DC 20525 (Please go to the first floor lobby reception area for escort).

**CALL-IN INFORMATION:** This meeting is available to the public through the following toll-free call-in number: 877-917-5789 conference call access code number 8834875. Any interested member of the public may call this number and listen to the meeting. Callers can expect to incur charges for calls they initiate over wireless lines, and CNCS will not refund any incurred charges. Callers will incur no charge for calls they initiate over land-line connections to the toll-free telephone number. Replays are generally available one hour after a call ends. The toll-free phone number for the replay is 888-293-8913. TTY: 402-998-1748. The end replay date is September 21, 2017 at 11:59 p.m. (ET).

**STATUS:** Open.

#### MATTERS TO BE CONSIDERED:

- I. Chair's Opening Comments
- II. Acting CEO Report
- III. Public Comments
- IV. Final Comments and Adjournment

Members of the public who would like to comment on the business of the Board may do so in writing or in person. Individuals may submit written comments to [eharsch@cns.gov](mailto:eharsch@cns.gov) with subject line: SEPTEMBER 2017 CNCS BOARD MEETING by 5:00 p.m. (ET) on August 31, 2017. Individuals attending the meeting in person who would like to comment will be asked to sign-in upon arrival. Comments are requested to be limited to 2 minutes.

**REASONABLE ACCOMMODATIONS:** The Corporation for National and Community Service provides reasonable accommodations to individuals with disabilities where appropriate. Anyone who needs an interpreter or other accommodation should notify Eric Harsch at [eharsch@cns.gov](mailto:eharsch@cns.gov) or 202-606-6928 by 5 p.m. (ET) on May 19, 2017.

**CONTACT PERSON FOR MORE INFORMATION:** Eric Harsch, Program Support Assistant, Corporation for National and Community Service, 250 E Street SW., Washington, DC 20525. Phone: 202-606-6928. Fax: 202-606-3460. TTY: 800-833-3722. Email: [eharsch@cns.gov](mailto:eharsch@cns.gov).

Dated: August 24, 2017.

Timothy F. Noelker,  
*General Counsel*.

[FR Doc. 2017-18360 Filed 8-25-17; 11:15 am]

**BILLING CODE 6050-28-P**