

- The accuracy of the Commission's estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used;

- Ways to enhance the quality, usefulness, and clarity of the information to be collected; and
- Ways to minimize the burden of 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 submission of responses.

You should submit only information that you wish to make available publicly. If you wish the Commission to consider information that you believe is exempt from disclosure under the Freedom of Information Act, a petition for confidential treatment of the exempt information may be submitted according to the procedures established in § 145.9 of the Commission's regulations.¹

The CFTC reserves the right, but shall have no obligation, to review, pre-screen, filter, or redact all or any part of your comment submission. The CFTC also reserves the right, without further notification, to refuse to publish or to remove from public view all or any part of your submission to the extent it contains content inappropriate for publication in a comment file, such as—without limitation—obscene language, threats of violence, solicitations for commercial sales or illegal activity, or obvious spam. If a submission that is refused for or withdrawn from publication because of inappropriate content also contains comments on the merits of this proposal, such submission will be retained in the record for the matter and will be considered as required under the Administrative Procedure Act and other applicable laws, and may be accessible under the FOIA.

Burden Statement: The Commission is revising its estimate of the burden for this collection for 95 respondents (71 FCMs and 24 DCOs). The respondent burden for this collection is estimated to be as follows:

Estimated Number of Respondents: 95.

Estimated Average Burden Hours per Respondent: 314.

Estimated Total Annual Burden Hours: 29,830.

Frequency of Collection: Section 22.2(g)—Daily. Section 22.5(a)—Once. Section 22.11—Daily. Section 22.12—Daily. Section 22.16—Once. Section 22.17—On occasion.

There are no capital costs or operating and maintenance costs associated with this collection.

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

Dated: August 4, 2026.

Christopher Kirkpatrick,
Secretary of the Commission.

[FR Doc. 2026–16074 Filed 8–5–26; 8:45 am]

BILLING CODE 6351–01–P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 26–C0004]

Johnson Health Tech

AGENCY: Consumer Product Safety Commission.

ACTION: Notice.

SUMMARY: 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 Johnson Health Tech., containing a civil penalty in the amount of \$16,875,000, subject to the terms and conditions of the Settlement Agreement. The Commission provisionally accepts the proposed Settlement Agreement and Order pertaining to Johnson Health Tech.

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 21, 2026.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to Comment 26–C0004, 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: Leah Wade, Supervisory General Attorney, Division of Enforcement and Litigation, Office of Compliance and Field Operations, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814; LWade@cpsc.gov (301) 504–7225 (office).

SUPPLEMENTARY INFORMATION: The text of the Settlement Agreement and Order appear below.

Dated: August 4, 2026.

Brianna Bell,
Paralegal Specialist.

United States of America Consumer Product Safety Commission

In the Matter of: JOHNSON HEALTH TECH.

CPSC Docket No.: 26–C0004

Settlement Agreement

1. In accordance with the Consumer Product Safety Act, 15 U.S.C. 2051–2089 (“CPSA”), and 16 CFR 1118.20, Johnson Health Tech Trading, Inc. (“JHTT” or “the Firm”), Johnson Health Tech North America, Inc. (“JHTNA”) (collectively, “Johnson Health Tech”), and the United States Consumer Product Safety Commission (“Commission” or “CPSC”), 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 CFR § 1118.20(b). The Commission issues the Order under the provisions of the CPSA.

3. JHTT is a corporation, organized and existing under the laws of the state of Wisconsin, with its principal place of business in Cottage Grove, Wisconsin.

4. JHTNA is a corporation, organized and existing under the laws of the state of Wisconsin, with its principal place of business in Cottage Grove, Wisconsin.

Staff Charges

5. Between 2018 and 2022, JHTT imported and distributed in the United States approximately 192,000 Horizon T101–05 treadmills (the “Subject Products”).

6. JHTT is responsible for the distribution and marketing of the Horizon T101–05 treadmills in the United States.

7. The Subject Products are “consumer products” that were “manufactured” and “import[ed]” and “distribut[ed] in commerce,” as those terms are defined or used in sections 3(a)(5), (8), and (9) of the CPSA, 15 U.S.C. 2052(a)(5), (8), and (9). JHTT is a “manufacturer” and “distributor” of the Subject Products, as such terms are defined in sections 3(a)(8) and (11) of the CPSA, 15 U.S.C. 2052(a)(8) and (11).

¹ 17 CFR 145.9.

Violation of CPSA Section 19(a)(4)

8. The Subject Products contain a defect which could create a substantial product hazard or create an unreasonable risk of serious injury because the machines could unexpectedly accelerate, stop, or change speed, posing a fall hazard to consumers.

9. Between March 2018 and October 2022 JHTT received at least 874 reports of the treadmills unexpectedly accelerating, stopping, or changing speed, including at least 71 reports of consumer injury.

10. In September 2020, JHTT began a root-cause investigation, leading to the adoption of production changes in February 2021 and September 2021 to reduce the fall hazard. However, JHTT continued to receive reports of unexpected accelerations, stoppages, or speed changes in the treadmills, including two reports of consumers who fell and suffered a broken bone.

11. JHTT did not immediately inform the Commission under 15 U.S.C. 2064(b) regarding the defect and risk posed by the Subject Products and did not file a Full Report as required by 16 CFR 1115.13(d) until March 9, 2022, following a request from Commission staff.

12. JHTT and the Commission jointly announced a recall of approximately 192,000 Horizon T101–05 treadmills on October 27, 2022, offering a software update to consumers that addressed the hazard.

Failure to Timely Report

13. Despite having 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, JHTT did not immediately inform the Commission 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), in violation of section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

14. Because the information in JHTT's possession constituted actual and presumed knowledge, JHTT 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, JHTT is subject to civil penalties for its knowing violations of section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

Response of Firm

16. This Agreement does not constitute an admission to the staff's

charges as set forth in paragraphs 4 through 15 above, including without limitation that the Subject Products in fact contained a defect that could create a substantial product hazard or created an unreasonable risk of serious injury or death; that Johnson Health Tech had an obligation to, and failed to, notify the Commission in a timely manner in accordance with section 15(b) of the CPSA, 15 U.S.C. 2064(b); and that Johnson Health Tech 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).

17. JHTT asserts that at all relevant times, it had a compliance program and took reasonable steps to monitor, evaluate, and address reports associated with the Horizon T101–05 treadmill.

18. Prior to the recall and thereafter, JHTT has maintained the position that it did not agree with the incident and injury counts or the inclusion of a stop hazard in the recall announcement. The Firm did not object to the publication of this information in the recall announcement for the purpose of expeditiously announcing the recall. Johnson Health Tech further enters into this Agreement to settle this matter and to avoid the cost, distraction, delay, uncertainty, and inconvenience of protracted litigation or other proceedings. Johnson Health Tech does not admit that it violated the CPSA or any other law, or that reportable information or a substantial product hazard existed. Johnson Health Tech's willingness to enter into this Agreement and Order does not constitute, nor is it evidence of, an admission by Johnson Health Tech of liability, or violation of any law.

Agreement of the Parties

19. Under the CPSA, the Commission has jurisdiction over the matter involving the Subject Products and over Johnson Health Tech.

20. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by Johnson Health Tech or a determination by the Commission that Johnson Health Tech violated the CPSA.

21. In settlement of staff's charges regarding the Subject Products, Johnson Health Tech shall pay a civil penalty in the amount of sixteen million, eight-hundred-seventy-five-thousand dollars (\$16,875,000) 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 Johnson Health Tech under this Agreement. Failure to make such payment by the date specified in the Commission's final Order shall constitute Default.

22. After receipt of the payment set forth in paragraph 21, the Commission releases and agrees that it will not seek civil penalties from Johnson Health Tech for any violation of section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4), regarding any defect or risk posed by a consumer product for which Johnson Health Tech, as of March 1, 2026, had submitted an Initial or Full Report under CPSA section 15, 2064(b) and 16 CFR 1115.13 (c) and (d). This paragraph does not relieve Johnson Health Tech from the continuing duty to report to the Commission any new, additional, or different information as required by CPSA section 15.

23. The Commission or the United States may seek enforcement for any breach of, or any failure to comply with, any provision of this Agreement and Order in United States District Court, to seek relief including, but not limited to, collecting amounts due.

24. All unpaid amounts, if any, due and owing under the Agreement, shall constitute a debt due and immediately owing by Johnson Health Tech to the United States, and interest shall accrue and be paid by JHTT 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"). Johnson Health Tech 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 Johnson Health Tech 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. Johnson Health Tech shall pay the United States all reasonable costs of collection and enforcement under this paragraph, respectively, including reasonable attorney's fees and expenses.

25. After staff receives this Agreement executed on behalf of Johnson Health Tech, 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 CFR 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 CFR 1118.20(f).

26. 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(h). Upon the later of: (i) the Commission's final acceptance of this Agreement and service of the accepted Agreement upon Johnson Health Tech, 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.

27. Effective upon the later of: (1) the Commission's final acceptance of the Agreement and service of the accepted Agreement upon Johnson Health Tech and (2) the date of issuance of the final Order, for good and valuable consideration, Johnson Health Tech hereby expressly and irrevocably waives and agrees not to assert any past, present, or future rights to the following, in connection with the Horizon T101–05 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 Johnson Health Tech 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.

28. Johnson Health Tech has, and shall maintain, a compliance program ("Compliance Program") designed to ensure compliance with the CPSA with respect to any consumer product imported, manufactured, distributed or sold by Johnson Health Tech. This program has, or will be modified to include, 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 Johnson Health Tech personnel responsible for CPSA compliance, including the individual appointed pursuant to (viii) of

paragraph 28, whether or not an injury has been reported;

- (ii) procedures and systems for tracking and reviewing claims, including warranty 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 Johnson Health Tech 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 the individual appointed pursuant to (viii) of paragraph 28 and to Johnson Health Tech 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, the Johnson Health Tech's ability to record, process and report to the Commission in accordance with applicable law;

- (vi) mechanisms to effectively communicate to all applicable Johnson Health Tech 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) Johnson Health Tech's senior management responsibility for, and general board oversight of, CPSA compliance, including the appointment of a product safety professional who will supervise compliance with the CPSA and make recommendations on timely section 15(b) reporting, and implementation of steps to ensure that incident and injury data is reviewed and analyzed for purposes of CPSA Section 15(b) reporting;

(ix) an annual internal audit for 3 years of the effectiveness of policies, procedures, systems, and training related to CPSA compliance that evaluates opportunities for improvement, deficiencies or weaknesses, and the Johnson Health Tech's overall culture of compliance; and

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

29. Johnson Health Tech, in coordination with the individual appointed pursuant to paragraph (viii) above, 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 Johnson Health Tech has taken to comply with each subparagraph of paragraphs 28–29;

(ii) affirming that during the reporting period, Johnson Health Tech has reviewed its compliance program and internal controls, including the actions referenced in subparagraph (i) of this paragraph, for effectiveness, and that it complies with each subparagraph of paragraphs 28–29, or describing in detail any non-compliance with any such subparagraph; and

- (iii) identifying the results of the annual internal audit referenced in paragraph 28(ix) and any changes or modifications made during the reporting period to Johnson Health Tech'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. The first report shall be submitted 30 days after the close of the first 12-month reporting period, which begins on the date of the Commission's Final Order of Acceptance of the Agreement, and successive reports shall be due annually on the same date thereafter. Without limitation, Johnson Health Tech 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, 15 U.S.C. 2068(a)(3), and may subject Johnson Health Tech to enforcement under Section 22 of the CPSA, 15 U.S.C. 2071.

30. Johnson Health Tech shall cooperate fully and truthfully with staff and shall make available all non-privileged information and materials and personnel deemed necessary by staff to evaluate Johnson Health Tech's compliance with the terms of the Agreement.

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

32. Johnson Health Tech 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 JHTT and JHTNA respectively, as set forth in the Agreement, enforceable against JHTT and JHTNA in accordance with its terms. The individuals signing the Agreement on behalf of Johnson Health Tech represent and warrant that they are duly authorized by Johnson Health Tech to execute the Agreement.

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

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

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

36. The Agreement, any attachments, and the Order constitute the complete agreement between the parties on the subject matter contained therein.

37. 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.

38. 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.

39. 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 parties agree in writing that severing the provision materially affects the purpose of the Agreement and the Order.

(Signatures on next page)

Johnson Health Tech Trading, Inc.

Dated: July 28, 2026

By: _____ S _____

Ryan Hoodjer,

Johnson Health Tech Trading, Inc.
Vice President of E-Commerce and Operations

Dated: July 27, 2026

By: _____ S _____

Matthew R. Howsare,

Cooley LLP, Counsel to Johnson Health Tech

Johnson Health Tech North America,

Inc.,

(agreed where applicable)

Dated: July 28, 2026

By: _____ S _____

Robert Hoge,

Johnson Health Tech North America,
Inc., General Counsel—US Region

U.S. Consumer Product Safety

Commission

Mary B. Murphy, Director

Leah Wade, Supervisory Attorney

Dated: July 28, 2026

By: _____ S _____

Mark Raffman,

Senior Trial Attorney, Division of
Enforcement and Litigation, Office of
Compliance and Field Operations

United States of America Consumer Product Safety Commission

In the Matter of: JOHNSON HEALTH TECH.

CPSC Docket No.: 26–C0004

Order

Upon consideration of the Settlement Agreement entered into between Johnson Health Tech Trading, Inc. and Johnson Health Tech North America, Inc. (collectively, “Johnson Health Tech”) and the U.S. Consumer Product Safety Commission (“Commission” or “CPSC”), and the Commission having jurisdiction over the subject matter and over Johnson Health Tech, and it appearing that the Settlement Agreement is in the public interest, the Settlement Agreement is incorporated by reference and it is:

Provisionally accepted and this Order issued on the 4 day of August, 2026.

By Order of the Commission:

By: _____ S _____

Alberta E. Mills,

Secretary,

U.S. Consumer Product Safety
Commission

[FR Doc. 2026–16010 Filed 8–5–26; 8:45 am]

BILLING CODE 6355–01–P

DEPARTMENT OF EDUCATION

[Docket No.: ED–2026–SCC–1717]

Agency Information Collection Activities; Submission to the Office of Management and Budget for Review and Approval; Comment Request; Case Service Report (RSA–911)

AGENCY: Office of Special Education and Rehabilitative Services (OSERS), Department of Education (ED).

ACTION: Notice.

SUMMARY: In accordance with the Paperwork Reduction Act (PRA) of 1995, the Department is proposing a revision of a currently approved information collection request (ICR).

DATES: Interested persons are invited to submit comments on or before September 8, 2026.

ADDRESSES: Written comments and recommendations for proposed information collection requests should be submitted within 30 days of publication of this notice. Click on this link www.reginfo.gov/public/do/PRAMain to access the site. Find this information collection request (ICR) by selecting “Department of Education” under “Currently Under Review,” then check the “Only Show ICR for Public Comment” checkbox. *Reginfo.gov* provides two links to view documents related to this information collection request. Information collection forms and instructions may be found by clicking on the “View Information Collection (IC) List” link. Supporting statements and other supporting documentation may be found by clicking on the “View Supporting Statement and Other Documents” link.

FOR FURTHER INFORMATION CONTACT: For specific questions related to collection activities, please contact Michael Quinn, (202) 245–6527.

SUPPLEMENTARY INFORMATION: The Department 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 burden of this collection on the respondents, including through the use of information technology. Please note that written comments received in response to this notice will be considered public records.

Title of Collection: Case Service Report (RSA–911).

OMB Control Number: 1820–0508.

Type of Review: Revision of a currently approved ICR.

Respondents/Affected Public: State, Local, and Tribal Governments.

Total Estimated Number of Annual Responses: 312.

Total Estimated Number of Annual Burden Hours: 8,885,949.

Abstract: The Case Service Report (RSA–911) is used to collect individual level data on State Vocational Rehabilitation (VR) program participants on a quarterly basis. The