



Record of Commission Action
Commissioners Voting by Ballot*

Commissioners Voting: Chair Alexander Hoehn-Saric
 Commissioner Dana Baiocco
 Commissioner Peter A. Feldman
 Commissioner Richard Trumka Jr.
 Commissioner Mary T. Boyle

ITEM:

Vote Concerning Revised Proposed Settlement *In the Matter of TK Access Solutions Corp. f/k/a Thyssenkrupp Access Corp.*, CPSC Docket No. 21-1
(Briefing package dated August 31, 2022, OS No. 0149)

DECISION:

The Commission voted (4-1) to accept the revised proposed Consent Agreement and issue the proposed Order accepting the revised proposed Consent Agreement.

Chair Hoehn-Saric, Commissioners Baiocco, Trumka and Boyle voted to accept the revised proposed Consent Agreement and issue the proposed Order accepting the revised proposed Consent Agreement.

Commissioner Feldman voted to reject the revised proposed Consent Agreement and issue the proposed Order rejecting the revised proposed Consent Agreement.

Chair Hoehn-Saric and Commissioner Feldman issued respective statements with their votes (see attachments).

For the Commission:

Alberta E. Mills
Secretary

*Ballot vote due on September 8, 2022

Attachments:

- Consent Agreement
- Order
- Statement by Chair Hoehn-Saric
Statements Commissioner Feldman

UNITED STATES OF AMERICA
CONSUMER PRODUCT SAFETY COMMISSION

In the Matter of)	
)	
)	
)	
TK ACCESS SOLUTIONS CORP. f/k/a)	CPSC DOCKET NO.: 21-1
THYSSENKRUPP ACCESS CORP.)	
)	
)	
Respondent.)	
)	

CONSENT AGREEMENT
(filed *in camera*)

This Consent Agreement (“Consent Agreement” or “Agreement”) is made to settle the above-captioned administrative action. The Parties (described below) agree as follows:

Parties

1. The Commission staff is the staff of the United States Consumer Product Safety Commission (“CPSC” or the “Commission”), an independent regulatory agency of the United States, established by Congress pursuant to Section 4 of the Consumer Product Safety Act (“CPSA”), 15 U.S.C. § 2053. Commission staff is represented by Complaint Counsel in this matter.

2. TK Access Solutions Corp. f/k/a thyssenkrupp Access Corp. (“TKASC” or “Respondent”), is a Delaware corporation with its principal place of business located in Grandview, Missouri. Respondent or TKASC, as those terms are used herein, shall mean TK Access Solutions Corp., its successors, assigns or receivers.

Subject Matter

3. The Subject Products are all residential elevators manufactured and distributed in commerce in the United States by Respondent including, but not limited to, the following models: Chaparral, Destiny, LEV, LEV II, LEV II Builder, Rise, Volant, Windsor, Independence, and Flexi-Lift (collectively, the “Subject Products”). The Subject Products were manufactured and/or distributed in U.S. commerce from approximately 1996 through 2012. The following elevators are excluded as Subject Products because they do not pose the entrapment hazard alleged in paragraph 5, below:

- a. Elevators with accordion gates that (1) have hoistway doors that are flush with the elevator sill, or (2) have a working and operational light screen/curtain which is on the leading edge of the car and where, as measured in accordance with clause 10(c), the gap is 3 inches or less between the hoistway door and the hoistway sill.
- b. Elevators with scissor gates that have a working and operational light screen/curtain which is on the leading edge of the car, or a working and operational floating gate switch, and where, as measured in accordance with clause 10(c), the gap is 3 inches or less between the hoistway door and the hoistway sill.
- c. Elevators with commercial-style sliding 2/3 speed doors that are installed on the car and hoistway that eliminate any gap since they are married together.
- d. Elevators installed in, and verified to be in, compliance with ASME A17.1-2016 part 5.3.1.8.3.

4. Solely for purposes of this Consent Agreement and Order, TKASC shall be deemed to be a manufacturer and distributor of consumer products, as those terms are defined in Sections 3(a)(5), (7), (8), and (11) of the CPSA, 15 U.S.C. § 2052(a)(5), (7), (8), and (11), of the Subject Products. Solely for purposes of this Consent Agreement and Order, the Subject Products shall be deemed to have been offered for sale to consumers for their personal use in or around a permanent or temporary household or residence, in recreation or otherwise.

5. On July 7, 2021, Commission staff filed an Administrative Complaint (“Complaint”) against thyssenkrupp Access Corp. seeking, *inter alia*, a recall of the Subject Products pursuant to Section 15 of the CPSA, as amended, 15 U.S.C. § 2064. Upon agreement of the Parties, the Complaint was amended to update the name of Respondent to TK Access Solutions Corp. f/k/a thyssenkrupp Access Corp. The Complaint alleges that the Subject Products are consumer products within the meaning of 15 U.S.C. § 2052(a)(5) and that they contain a defect which presents a substantial risk of injury to the public and thus present a substantial product hazard within the meaning of Section 15(a)(2) of the CPSA, 15 U.S.C. § 2064(a)(2), because children can become entrapped in the space between the exterior hoistway door and the interior elevator car door or gate, and suffer serious injuries or death when the Subject Products are called to another floor.

6. TKASC filed an Answer to the Complaint in which it denied that the Subject Products as installed are “consumer products” within the meaning of Section 2(a)(5) of the CPSA, 15 U.S.C. § 2052(a)(5). TKASC also denies that the Subject Products contain any defect and denies that the Subject Products installed in compliance with applicable codes present the hazard described in Paragraph 5 or otherwise present a substantial product hazard within the meaning of Section 15(a) of the CPSA, 15 U.S.C. § 2064(a).

Agreement

7. It is the express purpose of the Parties in entering into this Consent Agreement to promote the public safety and to avoid the time and expense of litigation by implementing a corrective action involving the Subject Products.

8. The Parties intend for this Consent Agreement, Exhibit A, and the attached Order (the “Order”), which are hereby incorporated by reference, to fully resolve staff’s charges and requests for relief against TKASC set forth in the Complaint in this proceeding.

9. Solely for purposes of this Consent Agreement and Order, TKASC admits that the Commission has jurisdiction over the Subject Products as “consumer products” under Section 3 of the CPSA, 15 U.S.C. § 2052(a), and over TKASC.

10. TKASC agrees to implement, whether directly or through its contractors or designees, a corrective action plan (“CAP”) regarding the Subject Products, the terms of which shall include the following:

- a. The Commission shall issue a press release (“News Release”) announcing that TKASC is conducting a “Recall to Inspect” the Subject Products. The content of the News Release shall be approved by Commission staff and shall comport with the terms of this Agreement.
- b. The News Release will include instructions to help consumers, homeowners, or any other person (hereinafter “homeowners”) identify whether their residential elevator is a Subject Product using CPSC-approved materials from homelevator-safety.com (the “Website”).

- c. Homeowners who contact TKASC pursuant to this Consent Agreement, shall receive an inspection, and, if necessary, space guards and installation, all at TKASC's sole expense, as follows:
- i. Homeowners shall receive a free inspection of the space between each hoistway door and sill, and the hoistway door and elevator car door, and, if necessary, free space guards (as approved by CPSC staff), and free installation of each space guard.
 - ii. This inspection and the installation of any space guards will be conducted by a third-party contractor trained to comply with the requirements of this Consent Agreement, at TKASC's sole expense. Except as otherwise provided herein, where the inspection of a particular property determines that space guards are required, TKASC shall place an order for such needed space guards not later than thirty (30) days after TKASC receives complete measurement information for the elevator entrances at such property. Except as otherwise provided herein, where the inspection of a particular property determines that space guards are required and the homeowner elects to have those space guards installed by TKASC, such space guard installation shall be completed within sixty (60) days of delivery of space guards to the homeowner. Where a homeowner who received space guards that were installed by a TKASC-provided contractor informs TKASC that the installation was not performed correctly, TKASC will coordinate with the homeowner and contractor to correct the space guard installation.

iii. Where homeowners prefer to have the inspection and/or installation conducted by a person of the homeowner's choosing or prefer to inspect and/or install themselves, TKASC will, at TKASC's sole expense, facilitate this inspection and/or installation as follows:

1. Homeowners will be allowed to identify a third party of their choosing for measurement and/or installation of space guards using materials approved by CPSC. TKASC will make available measurement and installation instructions for such third parties, including a video, as approved by CPSC staff, on the Website. TKASC will reimburse homeowners for the reasonable costs associated with measurement and/or installation of space guards with appropriate documentation (*e.g.*, invoices).
2. Homeowners may complete the inspection of the space between the hoistway door and the elevator car door using CPSC-approved directions found on the Website. Even after conducting a self-measurement, homeowners will still be eligible for free installation, if requested.
3. If a homeowner prefers to complete the space guard installation on their own, TKASC will provide support, including written and video instructions, approved by the CPSC, to assist in the self-installation of the space guards. Any homeowner who initially requests self-installation is still eligible for free inspection or free installation upon request. TKASC will complete an installation

requested in conjunction with this provision within sixty (60) days of the later of delivery of space guards to such homeowner for installation or the homeowner's request for installation.

4. In all cases, TKASC will provide all parts required for space guard installation by homeowners, including the space guards, attachment hardware, and warning decals, free of charge.
 5. For remedies requested following the Commission's acceptance of this Consent Agreement and Order, the reports provided by TKASC's program administrator, as described in paragraph 10(m) below, will include a list of any such homeowners who request self-inspection of the space between the hoistway door and the elevator car door or self-installation of space guards.
- iv. Space guards will be appropriately sized and will include installation instructions, as approved by CPSC staff, including all parts required for space guard installation, such as the space guards, attachment hardware (including, non-standard screws, two door stops to secure the door during installation, and permanent warning decals). Professional contractors are expected to have all tools necessary to install space guards, but such tools will be provided upon request. Where space guards are provided to be installed by homeowners, TKASC shall also provide a screwdriver bit appropriate for the installation of the non-standard screws and a screwdriver attachment handle, in addition to the other items listed in this paragraph. Further:

1. Space guards shall reduce the hoistway sill depth to the minimum distance reasonably obtainable. In all cases where feasible without interfering with either the function of the elevator, the access of persons with disabilities, or the required running clearance of the elevator, space guards shall reduce the hoistway sill depth to between 0 and 0.25 inches.
2. Space guards shall not deflect in a manner that would impact upon the hoistway sill depth measurements provided above.
3. For doors narrower than standard 32-inch width, space guards will fit the narrower dimension. If no space guard is reasonably available that would reduce the space between the hoistway door and the elevator car door without impeding function of or access to the elevator, TKASC shall discuss alternatives with the homeowner and shall assist the homeowner in identifying a source of such alternative(s). TKASC shall reimburse, credit, or provide (as appropriate to each such homeowner) an amount equal to the actual cost of space guards that would have been required, plus an amount equal to the average cost of installation of space guards, toward the homeowner's purchase of such alternatives, but shall not be responsible for ordering, installing or otherwise handling any alternative solution.
4. "Appropriately sized" shall mean either a half door height space guard or full height space guard depending on the particular

circumstances of the elevator and its installation. If the residence contains multiple elevator landings at different levels that can open simultaneously on more than one side of the residential elevator, or another unusual circumstance applies, Respondent shall provide a full height space guard as appropriate.

5. Any homeowner with a TKASC elevator who previously received space guards shall still be eligible for free inspection, free space guards that comply with the requirements of paragraph 10(c), and free installation of such space guards per this Recall to Inspect.
- d. If any part of the remedy is temporarily unavailable (including unavailability of space guards), due to restrictions related to COVID-19, supply chain limits or constraints, labor shortages, or other factors outside TKASC's control, TKASC shall maintain a registry of homeowners participating in the Recall to Inspect and shall notify homeowners when the remedy is expected to be available. The reports provided by TKASC's program administrator, as described in paragraph 10(m) below, will include a list of such homeowners.
 - e. In all communications concurrent with or subsequent to the announcement of the Recall to Inspect, TKASC shall describe the nature of the alleged hazard set out above in paragraph 5 or similar terms, and describe the Recall to Inspect remedy set out in paragraph 10 using CPSC staff-approved language, including but not limited to the Recall to Inspect notices to known homeowners and distributors or dealers ("Dealers" for the purposes of this Agreement); customer service scripts; TKASC's Website and social media pages; and any additional outreach pursuant

to this CAP. All such communications shall comport with the terms of this Agreement, including but not limited to the explicit use of the term “Recall to Inspect.” Prior communications shall, through marking, Website placement, or other reasonable means, be clearly identified as outdated or archive material in a manner to avoid homeowner confusion between archived and current communications and in a location mutually agreed to by the parties.

- f. TKASC’s outreach efforts shall also include:
- i. Media Outlets. CPSC and TKASC will publicize the remedy provided for by the terms of the CAP through issuance of a News Release announcing a Recall to Inspect and encouraging homeowners, Dealers and others to participate in the Recall to Inspect.
 - ii. Website. TKASC shall contemporaneously post the News Release on the Website, including a prominent link titled “IMPORTANT SAFETY INFORMATION: RECALL TO INSPECT HOME ELEVATORS” at the top of the Website’s main landing page. TKASC shall include on the Website information and instructions on how homeowners may contact TKASC regarding the CAP, including how to obtain the Remedy described in paragraph 10. The Website shall enable persons to request the Recall to Inspect remedy directly from the Website.
 - iii. Social Media. TKASC shall publicize the CAP through the following social media and mobile platforms: Facebook (<https://www.facebook.com/Home-Elevator-Safety-Program-100343888911839>) and Twitter (@HomeSafetyPrgrm) by posting CPSC

staff-approved information about the CAP and a link to the News Release contemporaneously with the publication of the News Release. At a minimum, TKASC's social media postings on these platforms shall include:

1. Facebook: A post on the day the News Release is announced and one post every quarter until December 31, 2025.
2. Twitter: A post on the day the News Release is announced and one post every quarter until December 31, 2025.

iv. Digital Advertising for the Recall to Inspect:

1. TKASC agrees to implement CPSC staff-approved digital advertising to reach likely homeowners about the Recall to Inspect through December 31, 2025 to include:
 - a. search engine advertisements (Google, Bing, etc.) for searches involving similar products, key phrases, etc. as set forth in Exhibit A; and
 - b. links to content on homelevator-safety.com announcing the Recall to Inspect and demonstrating how to participate, including where to find the information identifying the Subject Products.
- g. TKASC shall publicize the CAP by disseminating information about the CAP and a link to the News Release in response to inquiries from public interest groups or government partners.

h. TKASC shall also engage in the following additional forms of direct notice to all known homeowners with a Subject Product and to all known Dealers, Sales Representatives, Service Personnel, and Installers to whom TKASC distributed the Subject Products:

i. Promptly following the entry of an Order approving this Consent Agreement and CAP, TKASC shall provide the CPSC staff-approved direct notice of the CAP and Recall to Inspect to all known homeowners, including sending at least two direct notices (as directed below) to all homeowners with Subject Products for whom TKASC has contact information. TKASC will review all of its available information concerning the identity of homeowners of the Subject Products, including, but not limited to, conducting a reasonable, targeted electronic search of the archive of information produced to Complaint Counsel in this litigation on March 2, 2022 (“Missouri/Cintas Archive”). TKASC shall send this information by email, if available, and by U.S. mail if TKASC does not have an email address but has a physical address. If TKASC is unable to confirm that the email was received and opened, TKASC shall follow-up by U.S. mail if a physical mailing address is available, or other CPSC-staff approved means, based on available contact information, and with the intent to achieve maximum outreach. If TKASC confirms that the email was received, but has not received a response from the homeowner, TKASC shall resend the email and attempt to contact the homeowner via alternative methods. TKASC shall

send the second direct notices four weeks after sending the first direct notices. Letters and the exterior of envelopes and email subject lines shall prominently include the text “IMPORTANT SAFETY INFORMATION: RECALL TO INSPECT HOME ELEVATORS.” Subsequent direct notices are not required where TKASC has records demonstrating that the owner of the Subject Product acknowledged receipt of the first direct notice and has requested or has declined the remedy from TKASC.

Regarding the Missouri/Cintas Archive, TKASC will maintain a list of all homeowner information obtained pursuant to that Archive and will provide the list to CPSC upon request.

- ii. Promptly following the entry of an Order approving this Consent Agreement and CAP, TKASC shall provide a CPSC staff-approved direct notice of the CAP to all known Dealers, sales representatives, service personnel, and installers in the United States to whom TKASC distributed the Subject Products and for whom TKASC has known contact information by sending at least two direct notices (as directed below) to all such parties. Respondent shall request that such Dealers sales representatives, service personnel, and installers provide at least two rounds of direct notice spaced four weeks apart to homeowners who purchased the Subject Products. Respondent shall also request that such Dealers, sales representatives, service personnel, and installers provide confirmation that they provided the CPSC staff-approved notification to their customers, and TKASC shall provide CPSC staff with confirmation

that such a request was made to the Dealers, sales representatives, service personnel, and installers for whom TKASC has known contact information and whether the request was executed. TKASC shall send this information by email, if available. If TKASC does not have an email address but has a physical address, TKASC shall send the notice by U.S. mail or other CPSC-staff approved means, based on available contact information, and with the intent to achieve maximum outreach. TKASC shall send the second direct notices four weeks after sending the first direct notices. Letters and the exterior of envelopes and email subject lines shall prominently include the text “IMPORTANT SAFETY INFORMATION: RECALL TO INSPECT HOME ELEVATORS.” Subsequent direct notices are not required where TKASC has records demonstrating that such Dealer, sales representative, service personnel, or installer of the Subject Product has acknowledged receipt of the first direct notice and has confirmed that it has completed any actions requested pursuant to this CAP.

- i. Within 60 days after the Recall to Inspect announcement, TKASC shall provide CPSC staff with confirmation that it provided such notice to Dealers, sales representatives, service personnel, and installers for whom TKASC has known contact information and will follow up with such parties to confirm if they provided notice to homeowners reasonably believed to have a Subject Product in the home. TKASC will provide CPSC staff with a list of parties that failed to provide such notice to homeowners or that did not respond to follow-up requests

made by TKASC, so that CPSC staff can contact such Dealers. Nothing in this provision shall limit CPSC staff's ability to request additional updates regarding this provision after the initial 60-day period.

- j. TKASC shall make available to CPSC staff data necessary for staff's monitoring of the effectiveness of the CAP, including necessary homeowner contact information.
- k. Respondent shall send the CPSC-staff approved Recall to Inspect notice and other applicable Recall to Inspect communications to other interested parties and through other distribution channels, including:
 - 1. All U.S. elevator licensing agencies and insurance commissioners;
 - 2. Elevator industry, home builder, and home inspector trade groups; and
 - 3. Applicable elevator and housing-related publications and trade magazines such as Elevator World.
- l. TKASC shall maintain a toll-free telephone number (800-285-9862), a Website URL (<http://homelevator-safety.com>), and an email address (info@homelevator-safety.com) (collectively "Recall to Inspect response system") for homeowners to respond to the Recall to Inspect announcement. The toll-free telephone number and the Website shall include information about the remedy described in paragraph 10. TKASC shall use a CPSC staff-approved customer service script and "Q&As" for the call center and the Website. TKASC shall make CPSC staff-approved training materials available to program administrator staff responding

to calls regarding the Recall to Inspect. TKASC's toll-free number shall be maintained, as well as notice of the CAP on its Website, so homeowners can continue to reach TKASC if they discover a Subject Product. TKASC must inform the Office of Compliance and Field Operations prior to making any changes to its toll-free number, Website or web postings, email address, or any notice material identified in or approved pursuant to this CAP, except as otherwise provided in Paragraph 12.

- m. Recall to Inspect Monitoring. TKASC agrees to submit monthly progress reports on the CAP using the electronic Monthly Progress Report system (<https://apps.saferproducts.gov>). TKASC shall submit its monthly progress reports within 5 business days of the first of each month, beginning with the first of the month following the month in which the News Release described in Paragraph 10(a) is issued. TKASC shall also submit, via electronic mail to a compliance officer or other staff member identified by CPSC, in PDF or Excel form, the program status reports generated by TKAC's program administrator. CPSC staff shall consider program administrator reports in evaluating the effectiveness of the Recall to Inspect. Respondent shall provide the name and contact information for the program administrator who will handle the Recall to Inspect on TKASC's behalf. After the first 24 months of monthly progress reports, TKASC and CPSC may discuss when monthly progress reporting will end, but the ultimate determination shall be at the discretion of CPSC, provided that in no event shall monthly progress reports be required after December 31, 2027.

- i. TKASC shall also immediately (within 24 hours) notify CPSC staff of any report of an injury or fatality involving a Subject Product, allegedly related to the hazard described in paragraph 5, about which TKASC has information. Such notification shall be made to the Office of Compliance and Field Operations.

11. TKASC currently has access to sufficient funds to provide the notifications and remedies set forth in this Consent Agreement. Further, TKASC agrees to provide and make available \$3 million to the administrator of the Recall to Inspect, and the program administrator is authorized to expend these funds to pay all reasonably necessary expenses of the implementation of the CAP through December 31, 2026. To the extent that such costs in such period exceed this amount, TKASC agrees to make available to the program administrator such additional funds as are reasonably necessary to continue to provide the remedy set forth in the CAP through this date. Upon request by CPSC, TKASC shall provide an update on program funds and the costs of the Recall to Inspect. After December 31, 2026, any funds in the possession of the program administrator shall revert to TKASC.

12. TKASC will process and fulfill all requests for measurement visits, installation support and space guards received through and including December 31, 2026, until all such requests have been fulfilled, pursuant to this Agreement and CAP. For requests received on or after January 1, 2027, requests for space guards should be submitted to tkascpaceguards@homelevator-safety.com. Subject to receipt of information adequately demonstrating that an installed home elevator was manufactured by TKASC and such other information otherwise necessary to support the request, TKASC shall provide information such as measurement instructions and, as appropriate based on such measurements, space guards and

instructions for the installation of those space guards by the homeowner. For requests received on or after January 1, 2027, TKASC's provision of space guards and instructions, as described above, shall be the sole remedy for homeowners from that date forward. After January 1, 2027, TKASC shall not be responsible for installation costs pursuant to this Agreement. TKASC's Website and the tkascpaceguards@homelevator-safety.com email address will be maintained after January 1, 2027 to ensure all homeowners who request a remedy will be provided one as detailed in this paragraph.

13. As of approximately 2012, TKASC ceased all manufacture, importation, distribution, and sale of the Subject Products to/in the United States. TKASC reserves its right to re-enter the private residence elevator market at a future time should it so desire. If TKASC re-enters the private residence elevator market, it will expressly instruct that all future elevators be installed in a manner that prevents the entrapment hazard detailed in paragraph 5 above, which, at a minimum, includes but is not limited to, requiring installers to acknowledge in writing their obligation to install elevators in accordance with standards at least as stringent as those in the ASME A17.1-2016 Safety Code for Elevators and Escalators. It shall be unlawful to sell, offer for sale, manufacture for sale, distribute in commerce, or import into the United States the Subject Products pursuant to Section 19(a)(2) of the Consumer Product Safety Act, 15 U.S.C. § 2068(a)(2).

14. TKASC, whether directly or through its contractors or designees, shall fulfill all requirements of the Consent Agreement and Order. TKASC is responsible for such contractors and designees and is responsible for complying with all of the terms and obligations of the Consent Agreement and Order.

15. The Order is issued under Section 15 of the Consumer Product Safety Act, as amended, 15 U.S.C. § 2064. Any violation of this Consent Agreement and Order is a “Prohibited Act” within the meaning of Section 19(a)(5) of the CPSA, 15 U.S.C. § 2068(a)(5), and may result in civil and/or criminal penalties under sections 20 and 21 of the CPSA (15 U.S.C. §§ 2069 and 2070). Further, any violation of this Consent Agreement and Order also may result in Commission enforcement of the Order, including pursuant to Sections 22 and 27(b)(7) of the CPSA. *See* 15 U.S.C. §§ 2071, 2076(b)(7); 16 C.F.R. § 1115.21(b).

16. If the Commission accepts this Consent Agreement pursuant to 16 C.F.R. § 1025.26(f) and issues the appropriate Order, then this adjudicative proceeding, CPSC Docket No. 21-1, shall be dismissed with prejudice.

17. If the Commission rejects, does not accept, or takes no action on this Consent Agreement, then this Consent Agreement shall be null and void pursuant to 16 C.F.R. § 1025.26(g). Pursuant to Federal Rule of Evidence 408 and 16 C.F.R. § 1025.26(h), neither rejected offers of settlement nor the fact of the proposal of offers of settlement nor conduct or statements made during settlement negotiations are admissible in evidence.

18. In consideration of the actions set forth in this Consent Agreement, and except as stated herein, the Consent Agreement and Order resolves all allegations and requests for relief set forth in the Complaint in CPSC Docket No. 21-1. Pursuant to 16 C.F.R. § 1115.20(b)(1)(v), TKASC acknowledges that the Commission reserves the right to seek sanctions against TKASC for any violation of the reporting obligations of Section 15(b) of the CPSA and its right to take other appropriate legal action involving the Subject Products. TKASC further acknowledges that pursuant to 16 C.F.R. § 1115.20(b)(1)(x), any interested person may bring an action pursuant to

section 24 of the CPSA in any U.S. District Court in the district for which the Consenting Party is found or transacts business to enforce the Order and to obtain appropriate injunctive relief.

19. Upon acceptance of the Consent Agreement and issuance of the Order by the Commission, the Commission and TKASC may disclose the terms of this Consent Agreement and Order to the public. Nothing in this Agreement shall be construed as a waiver of TKASC's rights pursuant to 15 U.S.C. § 2055 or any other applicable law.

20. This Consent Agreement shall take effect upon final acceptance by the Commission, issuance of the Order, and its service upon TKASC.

21. Upon acceptance by the Commission of this Consent Agreement and entry of the Order, TKASC knowingly, voluntarily, and completely waives and relinquishes any past, present, and future right or rights: (1) to an administrative or judicial hearing and to all further procedural steps in this matter, including findings of fact, conclusions of law, or further determination of whether the Subject Products contain a defect which creates a substantial product hazard within the meaning of Section 15 of the CPSA; (2) to seek judicial review or otherwise contest the validity of this Consent Agreement or Order as issued and entered; (3) to seek judicial review of this or any past order, finding or determination of the Commission or the Presiding Officer in this matter; and (4) to seek administrative or judicial review of any action by the Commission, Commissioners, and Commission staff in this matter, including the right to a statement of findings of fact and conclusions of law, and all further procedural steps and rights afforded by law.

22. For all purposes, this Consent Agreement and Order shall constitute an enforceable judgment obtained in an action or proceeding by a governmental unit to enforce its police or regulatory power. TKASC acknowledges and agrees that this Consent Agreement and

Order are not subject to an automatic stay if TKASC becomes the subject of a bankruptcy proceeding.

23. The signing of this Consent Agreement by TKASC does not constitute an admission of the existence of a defect in the Subject Products, a substantial product hazard, or reportable information pursuant to Section 15(b) of the CPSA, 15 U.S.C. § 2064(b) nor of any other issue of fact or law except as expressly admitted herein.

24. If, after the effective date hereof, any provision of this Consent Agreement and Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of this Consent Agreement and Order, such provision shall be fully severable. The rest of this Consent Agreement and Order shall remain in full effect, unless the Commission and TKASC mutually determine that severing the provision materially impacts the remaining obligations as set forth in this Consent Agreement and Order.

25. The provisions of this Consent Agreement and Order shall not be interpreted or construed against any person or entity because that person or entity or any of its attorneys or representatives drafted or participated in drafting this Consent Agreement. No representations other than those contained in this Consent Agreement, Exhibit A, and the attached Order, have been made or relied upon by either Party in negotiating or executing this Consent Agreement.

26. The provisions of this Consent Agreement and Order shall be interpreted in a reasonable manner to effect its purpose to remedy the hazard that the Complaint alleges the Subject Products pose.

27. The existence of a dispute between the Parties arising under this Consent Agreement and Order shall not excuse, toll, or suspend any obligation or deadline established under this Consent Agreement and Order.

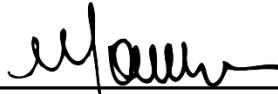
28. TKASC hereby waives any claims under the Equal Access to Justice Act (5 U.S.C. § 504), and agrees that each Party shall bear its own costs and expenses, including, without limitation, attorneys' fees incurred in connection with this proceeding, CPSC Docket No. 21-1, the Consent Agreement and the transactions contemplated hereby.

29. This Consent Agreement and Order shall not be waived, changed, amended, modified or otherwise altered, except in writing executed by the Party against which such amendment, modification, alteration or waiver is sought to be enforced, and approved by the Commission.

30. This Consent Agreement may be executed in any number of counterparts.

(signatures on following pages)

DATED: August 17, 2022



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DATED: August 17, 2022



Gregory M. Reyes, Supervisory Attorney
Michael J. Rogal, Trial Attorney
Frederick C. Millett, Trial Attorney
Joseph E. Kessler, Trial Attorney
Nicholas J. Linn, Trial Attorney

Division of Enforcement and Litigation
Office of Compliance and Field Operations
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Complaint Counsel for
U.S. Consumer Product Safety Commission

EXHIBIT A

Digital Advertising Plan

Targeting:

Geographic: U.S. - All states

Demographic: Homeowners; Renters

Language: English

Keywords:

home elevator
residential elevator
home elevator recall
residential elevator recall
private residence elevator
home elevator safety
residential elevator safety
private residence elevator safety
private home elevator safety
private residential elevator safety
private residence elevator recall
private home elevator recall
private residential elevator recall
home elevator inspection
residential elevator inspection
private residence elevator inspection
thyssenkrupp elevator
thyssenkrupp inspection
thyssenkrupp home elevator (including model names)
thyssenkrupp residential elevator (including model names)
thyssenkrupp access home elevator (including model names)
thyssenkrupp access residential elevator (including model names)
thyssenkrupp recall
residential elevator code
home elevator code
space guard

UNITED STATES OF AMERICA
CONSUMER PRODUCT SAFETY COMMISSION

In the Matter of)	
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)	
)	
TK ACCESS SOLUTIONS CORP. f/k/a)	CPSC DOCKET NO.: 21-1
THYSSENKRUPP ACCESS CORP.)	
)	
Respondent.)	
)	

ORDER

UPON CONSIDERATION of the Complaint against Respondent and the Consent Agreement appended hereto;

UPON CONSIDERATION of Respondent’s admissions, solely for the purposes of the Consent Agreement and this Order, that the Commission has jurisdiction over TK Access Solutions Corp. f/k/a thyssenkrupp Access Corp., and the Subject Products, and that the Subject Products constitute “consumer products” under the Consumer Product Safety Act (“CPSA”), 15 U.S.C. § 2052; and pursuant to Sections 15(c) and (d) of the CPSA, 15 U.S.C. § 2064(c) and (d),

IT IS HEREBY ORDERED THAT:

1. The Consent Agreement between Respondent and the Commission staff is accepted and incorporated by reference herein, and Respondent shall comply with all of its obligations hereunder.
2. All allegations of the Complaint against Respondent are resolved by this Consent Agreement and Order. Based on the Consent Agreement, the Commission finds

that the Consent Agreement and this Order are necessary to protect the public from the hazard presented by the Subject Products.

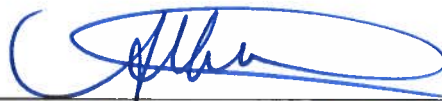
3. To remedy the substantial product hazard and the substantial risk of injury to children alleged in the Complaint, Respondent shall implement a Corrective Action Plan and conduct a Recall to Inspect, pursuant to, and in accordance with, the terms of the Consent Agreement incorporated by reference herein.

4. The above-captioned adjudicative proceeding is dismissed with prejudice.

5. The Commission retains jurisdiction to enforce the provisions of the Consent Agreement and Order, without waiver of either party of the jurisdiction of the United States District Courts to preside over the dispute thereafter.

6. This Order is issued under Section 15 of the CPSA, as amended, 15 U.S.C. § 2064. Any violation of this Order is a “Prohibited Act” within the meaning of Section 19(a)(5) of the CPSA, 15 U.S.C. § 2068(a)(5), and may result in civil and/or criminal penalties under Sections 20 and 21 of the CPSA, 15 U.S.C. §§ 2069 and 2070. Further, any violation of the Consent Agreement and Order also may result in Commission enforcement of the Order, including pursuant to Sections 22 and 27(b)(7) of the CPSA. *See* 15 U.S.C. §§ 2071, 2076(b)(7); 16 C.F.R. § 1115.21(b).

BY ORDER OF THE CONSUMER PRODUCT SAFETY COMMISSION



Alberta E. Mills, Office of the Secretariat

DATED: September 9, 2022



UNITED STATES
CONSUMER PRODUCT SAFETY COMMISSION
4330 EAST WEST HIGHWAY
BETHESDA, MD 20814

Statement of Chair Alexander Hoehn-Saric on TK Access Solutions Corp. Settlement

September 14, 2022

Today, the Consumer Product Safety Commission announced that it has settled an administrative lawsuit with thyssenkrupp Access Corp. (TKA) to resolve charges that specific models of its elevators present a hazard that can result in serious injury or death.

TKA manufactured and distributed about 16,800 residential elevators between 1996 and 2012. There have been three incidents involving entrapment in these elevators, including a 2-year old child who died and an incident that left a 3-year old child permanently disabled.

I am pleased that the parties reached a resolution that will provide relief to consumers who own these elevators. TKA has agreed to [recall](#) its elevators and provide the same fix that other elevator companies have agreed to provide to their customers.

For years, manufacturers have been aware that residential elevators can pose a severe risk of serious injury or death to children. There is no reason why it continues to be a deadly hazard when the safety defect has a relatively simple and well-known fix.

Consumers and their families should feel safe using the residential elevators in their own homes, the homes of relatives, or in rental or vacation homes. I urge all homeowners, residential management companies, and others to determine if their residential elevator contains this potential entrapment hazard and, if so, to get a fix installed. Watch this [Public Service Announcement](#) for more information.

This is an important step that will prevent further harm from this hazard and I am committed to continuing this work and preventing future entrapment injuries and deaths. I thank CPSC staff who worked so hard to resolve this matter. The agency will continue its work to ensure that all consumer products are safe for individuals and families to use. In the meantime, I encourage consumers to report hazards to CPSC so that we can uncover defects and save lives. Let us know what you are seeing at saferproducts.gov.



UNITED STATES
CONSUMER PRODUCT SAFETY COMMISSION
4330 EAST WEST HIGHWAY
BETHESDA, MD 20814
COMMISSIONER PETER A. FELDMAN

**STATEMENT OF COMMISSIONER PETER A. FELDMAN
OPPOSING REVISED PROPOSED SETTLEMENT IN THE MATTER OF
TK ACCESS SOLUTIONS CORP. F/K/A THYSSENKRUPP ACCESS CORP.
CPSC DOCKET NO. 21-1**

SEPTEMBER 8, 2022

Today the Commission voted to approve a proposed settlement with TK Access Solutions Corp. (TKASC) to resolve charges that its residential elevators present a substantial product hazard. As the only sitting Commissioner to vote to approve the initial administrative complaint, this is a case I have followed closely since its inception. The Commission alleges that the TKASC residential elevators manufactured and distributed through 2012 were installed with a hazardous gap between the exterior elevator door and the interior door or gate. Sadly, children have become entrapped when these residential elevators were installed with excessive space between the doors, leading to death and serious injury.

Unlike other residential elevator recalls, the financial relief TKASC has agreed to provide is scheduled to sunset. When TKASC terminates this relief, consumers will be on their own to inspect existing elevators and to install the spacer remedy themselves. Given that the initial hazard arose from improper installation, the worst thing we can do is compound this risk through subsequent inspection and installation errors.

The Commission has conducted numerous other residential elevator recalls to address this hazard. In those cases, the recalling firms have agreed to provide relief indefinitely. These products are expensive machinery that are permanently installed in homes and should have a service life of decades during which the hazard could persist if not remedied by TKASC under the recall. That is why I offered instructions to the parties to continue settlement negotiations to eliminate the sunset provision and ensure the remedies available to consumers today would be available to consumers tomorrow, and beyond.

It is entirely foreseeable that a homeowner could fail to see the recall announcement or associated press reports. Instead, consumers may be alerted to the hazard by a home inspector or repair technician, for example when the home is being sold sometime in the distant future. In my view, the settlement agreement should protect consumers in these foreseeable situations. Instead, the Commission has opted to grant TKASC special treatment that is both inappropriate and dangerous.

UNITED STATES OF AMERICA
CONSUMER PRODUCT SAFETY COMMISSION

In the Matter of)	
)	
TK ACCESS SOLUTIONS CORP. f/k/a)	CPSC Docket No: 21-1
THYSSENKRUPP ACCESS CORP.)	
)	
Respondent.)	

IN CAMERA
STATEMENT OF COMMISSIONER FELDMAN
REGARDING REJECTION OF CONSENT AGREEMENT AND ORDER

I write to identify an additional concern regarding the duration of the proposed Consent Agreement in the revised proposed settlement.

Paragraph 12 Is Unacceptably Limited. As submitted to the Commission, TKASC would agree (paragraph 12) to “process and fulfill all requests for measurement visits, installation support and space guards received through and including December 31, 2026.” This provides consumers roughly four years to become aware of the hazard and contact TKASC for a fully compensated remedy.

Four years may provide consumers adequate opportunity to benefit from most recalls, but the subject products here are expensive machinery that are permanently installed in homes, and should have a service life of decades, during which the hazard could persist if not remedied by TKASC under the recall.

Furthermore, it is entirely foreseeable that a homeowner with a subject elevator could fail to see the recall announcement or associated press reports. Instead, consumers may be alerted to the gap hazard by an elevator inspector, home inspector, repair technician, or future Commission information and education outreach, for example when the home is being sold or the elevator being serviced. In my view the consent agreement should protect consumers in these foreseeable situations.

Accordingly, rather than sunseting the ability to seek repair in 2026, I urge the parties to eliminate the sunset provision altogether.

I encourage the parties to submit a revised proposed consent decree and order correcting the flaws in paragraphs 12. These corrections could include: (1) eliminating the sunset date of the complete remedy, and (2) making all required conforming changes to the Settlement.

Dated: September 8, 2022