

UNITED STATES OF AMERICA  
CONSUMER PRODUCT SAFETY COMMISSION

\_\_\_\_\_  
In the Matter of )  
 )  
Brents-Riordan Co., LLC )  
 )  
\_\_\_\_\_)

CPSC Docket No. 09-00017

SETTLEMENT AGREEMENT

1. In accordance with 16 C.F.R. § 1118.20, Brents-Riordan Co., LLC (“Brents-Riordan”) and the staff (“Staff”) of the United States Consumer Product Safety Commission (“Commission”) enter into this Settlement Agreement (“Agreement”). The Agreement and the incorporated attached Order (“Order”) settle the Staff’s allegations set forth below.

PARTIES

2. The Commission is an independent federal regulatory agency established pursuant to, and responsible for the enforcement of, the Consumer Product Safety Act, 15 U.S.C. §§ 2051 – 2089 (“CPSA”).

3. Brents-Riordan is a corporation organized and existing under the laws of the State of Louisiana, with its principal offices located in Shreveport, LA. Brents-Riordan is an importer of apparel.

STAFF ALLEGATIONS

4. Brents-Riordan imported about 7,400 hooded youth sweatshirts and jackets with drawstrings (“Drawstring Jackets and Sweatshirts”). From March 2007 to December 2007, Brents-Riordan sold the Drawstring Jackets and Sweaters to various retailers who in-turn sold them to consumers.

5. The Drawstring Jackets and Sweatshirts are “consumer product[s],” and, at all times relevant hereto, Brents-Riordan was a “manufacturer” of those consumer products, which were “distributed in commerce,” as those terms are defined in CPSA sections 3(a) (5), (8), and (11), 15 U.S.C. § 2052(a), (5), (8), and (11).

6. In February 1996, the Staff issued the Guidelines for Drawstrings on Children’s Upper Outerwear (“Guidelines”) to help prevent children from strangling or entangling on neck and waist drawstrings. The Guidelines state that drawstrings can cause, and have caused, injuries and deaths when they catch on items such as playground equipment, bus doors, or cribs. In the Guidelines, the Staff recommends that there be no hood and neck drawstrings in children’s upper outerwear sized 2T to 12.

7. In June 1997, ASTM adopted a voluntary standard, ASTM F1816-97, that incorporated the Guidelines. The Guidelines state that firms should be aware of the hazards and should be sure garments they sell conform to the voluntary standard.

8. On May 19, 2006, the Commission posted on its website a letter from the Commission’s Director of the Office of Compliance to manufacturers, importers, and retailers of children’s upper outerwear. The letter urges them to make certain that all children’s upper outerwear sold in the United States complies with ASTM F1816-97. The letter states that the Staff considers children’s upper outerwear with drawstrings at the hood or neck area to be defective and to present a substantial risk of injury to young children under Federal Hazardous Substances Act (“FHSA”) section 15(c), 15 U.S.C. § 1274(c). The letter also notes the CPSA’s section 15(b) reporting requirements.

9. Brents-Riordan reported to the Commission there had been no incidents or injuries involving Drawstring Jackets and Sweatshirts.

10. Brents-Riordan's manufacture and distribution in commerce of the Drawstring Jackets and Sweatshirts did not meet the Guidelines or ASTM F1816-97, failed to comport with the Staff's May 2006 defect notice, and posed a strangulation hazard to children.

11. On April 2, 2008, the Commission and Brents-Riordan announced a recall of the Drawstring Jackets and Sweatshirts. The recall informed consumers that they should immediately remove the drawstrings to eliminate the hazard.

12. Brents-Riordan had presumed and actual knowledge that the Drawstring Jackets and Sweatshirts distributed in commerce posed a strangulation hazard and presented a substantial risk of injury to children under FHSA section 15(c)(1), 15 U.S.C. § 1274(c)(1). Brents-Riordan had obtained information that reasonably supported the conclusion that the Drawstring Jackets and Sweatshirts contained a defect that could create a substantial product hazard or that they created an unreasonable risk of serious injury or death. CPSA sections 15(b)(3) and (4), 15 U.S.C. § 2064(b)(3) and (4), required Brents-Riordan to immediately inform the Commission of the defect and risk.

13. Brents-Riordan knowingly failed to immediately inform the Commission about the Drawstring Jackets and Sweatshirts as required by CPSA sections 15(b)(3) and (4), 15 U.S.C. § 2064(b)(3) and (4), and as the term "knowingly" is defined in CPSA section 20(d), 15 U.S.C. § 2069(d). This failure violated CPSA section 19(a)(4), 15 U.S.C. § 2068(a)(4). Pursuant to CPSA section 20, 15 U.S.C. § 2069, this failure subjected Brents-Riordan to civil penalties.

#### BRENTS-RIORDAN RESPONSE

14. Brents-Riordan denies the Staff's allegations that Brents-Riordan violated the CPSA.

## AGREEMENT OF THE PARTIES

15. Under the CPSA, the Commission has jurisdiction over this matter and over Brents-Riordan.

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

17. In settlement of the Staff's allegations, Brents-Riordan shall pay a civil penalty in the amount of thirty-five thousand dollars (\$35,000.00) within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be by check payable to the order of the United States Treasury.

18. Upon provisional acceptance of the Agreement, the Agreement shall be placed on the public record and published in the *Federal Register* in accordance with the procedures set forth in 16 C.F.R. § 1118.20(e). In accordance with 16 C.F.R. § 1118.20(f), if the Commission does not receive any written request not to accept the Agreement within fifteen (15) calendar days, the Agreement shall be deemed finally accepted on the sixteenth (16th) calendar day after the date it is published in the *Federal Register*.

19. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Brents-Riordan knowingly, voluntarily, and completely waives any rights it may have regarding the Staff's allegations to the following: (1) an administrative or judicial hearing; (2) judicial review or other challenge or contest of the validity of the Order or of the Commission's actions; (3) a determination by the Commission of whether Brents-Riordan failed to comply with the CPSA and its underlying regulations; (4) a statement of findings of fact and conclusions of law; and (5) any claims under the Equal Access to Justice Act.

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

21. The Agreement and the Order shall apply to, and be binding upon, Brents-Riordan and each of its successors and assigns.

22. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject those referenced in paragraph 21 to appropriate legal action.

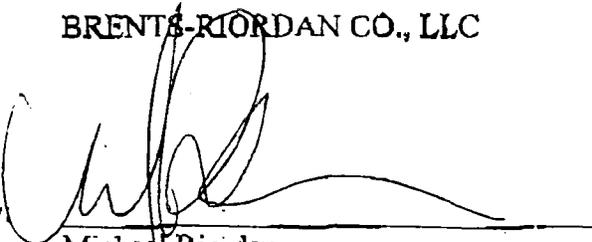
23. The Agreement may be used in interpreting the Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and the Order may not be used to vary or contradict their terms. The Agreement shall not be waived, amended, modified, or otherwise altered without written agreement thereto executed by the party against whom such waiver, amendment, modification, or alteration is sought to be enforced.

24. If any provision of the Agreement and 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 Brents-Riordan agree that severing

(Continued on next page)

The provision materially affects the purpose of the Agreement and the Order.

BRENTS-RIORDAN CO., LLC

Dated: Jan. 19, 2009 By: 

Michael Riordan  
Managing Member  
Brents-Riordan Co., LLC  
9151 Youree Drive  
Shreveport, LA 71115

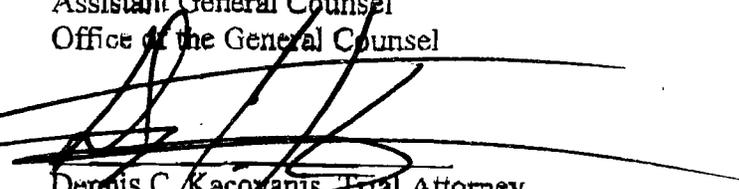
Dated: Jan. 19, 2009 By: 

Michael E. Powell, III, Esquire  
Counsel for Respondent Brents-Riordan, LLC  
6425 Youree Drive  
Suite 440  
Shreveport, LA 71105

U.S. CONSUMER PRODUCT SAFETY COMMISSION

Cheryl A. Falvey  
General Counsel

Ronald G. Yelenik  
Assistant General Counsel  
Office of the General Counsel

Dated: 01/28/09 By: 

Dennis C. Kacoyanis, Trial Attorney  
Division of Compliance  
Office of the General Counsel



Provisionally accepted and provisional Order issued on the 8<sup>th</sup> day of April, 2009.

BY ORDER OF THE COMMISSION:



---

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