

UNITED STATES OF AMERICA  
CONSUMER PRODUCT SAFETY COMMISSION

\_\_\_\_\_)  
In the Matter of )  
\_\_\_\_\_)  
Nordstrom, Inc. )  
\_\_\_\_\_)

CPSC Docket No. 09-C0002

SETTLEMENT AGREEMENT

1. In accordance with 16 C.F.R. § 1118.20, Nordstrom, Inc. (“Nordstrom”) 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. Nordstrom is a corporation organized and existing under the laws of the State of Washington, with its principal offices located in Seattle, WA. Nordstrom is a fashion specialty retailer selling a wide selection of apparel, shoes, and accessories for women, men, and children.

STAFF ALLEGATIONS

4. From November 2007 to December 2007, Nordstrom held for sale and/or sold 2,418 Micros boy’s hooded jackets and Hearts & Stars and Robot reversible zip hooded sweaters with drawstrings (“Drawstring Jackets and Sweaters”).

5. Nordstrom sold the Drawstring Jackets and Sweaters to consumers nationwide.

6. The Drawstring Jackets and Sweaters are “consumer product[s],” and, at all times relevant hereto, Nordstrom was a “retailer” of those consumer products, which were “distributed in commerce,” as those terms are defined in CPSA sections 3(a), (5), (8), and (13), 15 U.S.C. § 2052(a), (5), (8), and (13).

7. 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.

8. 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.

9. 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.

10. Nordstrom reported to the Commission there had been no incidents or injuries from the Drawstring Jackets and Sweaters.

11. Nordstrom's distribution in commerce of the Drawstring Jackets and Sweaters 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.

12. By December 10, 2007, Nordstrom had removed the Drawstring Jackets and Sweaters from sale and had removed the drawstrings from those garments.

13. On February 6, 2008 and March 11, 2008, the Drawstring Jackets and Sweaters were recalled. The recall informed consumers that they should immediately remove the drawstrings to eliminate the hazard.

14. Nordstrom had presumed and actual knowledge that the Drawstring Jackets and Sweaters 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). Nordstrom had obtained information that reasonably supported the conclusion that the Drawstring Jackets and Sweaters 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 Nordstrom to immediately inform the Commission of the defect and risk.

15. Nordstrom knowingly failed to immediately inform the Commission about the Drawstring Jackets and Sweaters 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 Nordstrom to civil penalties.

## NORDSTROM RESPONSE

16. Nordstrom denies the Staff's allegations that Nordstrom violated the CPSA.

## AGREEMENT OF THE PARTIES

17. Under the CPSA, the Commission has jurisdiction over this matter and over Nordstrom.

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

19. In settlement of the Staff's allegations, Nordstrom shall pay a civil penalty in the amount of sixty-thousand dollars (\$60,000.00) 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.

20. 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*.

21. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Nordstrom 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 Nordstrom 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.

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

23. The Agreement and the Order shall apply to, and be binding upon, Nordstrom and each of its successors and assigns.

24. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject Nordstrom to appropriate legal action.

25. 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.

26. 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 Nordstrom agree that severing the

(Continued on next page)

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

NORDSTROM, INC.

Dated: Oct 30, 2008 By: *Cherie L. Williams*  
Cherie Williams  
General Liability and Business Claims Manager  
Nordstrom, Inc.  
1700 7<sup>th</sup> Avenue  
Seattle WA 98101

U.S. CONSUMER PRODUCT SAFETY COMMISSION

Cheryl A. Falvey  
General Counsel

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

Dated: 10/31/08 By: *[Signature]*  
Dennis C. Kacoyanis, Trial Attorney  
Division of Compliance  
Office of the General Counsel

UNITED STATES OF AMERICA  
CONSUMER PRODUCT SAFETY COMMISSION

\_\_\_\_\_  
In the Matter of )  
 )  
Nordstrom, Inc. )  
\_\_\_\_\_ )

CPSC Docket No. 09-C0002

ORDER

Upon consideration of the Settlement Agreement entered into between Nordstrom, Inc. (“Nordstrom”) and the U.S. Consumer Product Safety Commission (“Commission”) staff, and the Commission having jurisdiction over the subject matter and over Nordstrom, and it appearing that the Settlement Agreement and the Order are in the public interest, it is

ORDERED, that the Settlement Agreement be, and hereby is, accepted; and it is

FURTHER ORDERED, that Nordstrom shall pay a civil penalty in the amount of sixty-thousand dollars (\$60,000.00) within twenty (20) calendar days of service of the Commission’s final Order accepting the Agreement. The payment shall be made by check payable to the order of the United States Treasury. Upon the failure of Nordstrom to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Nordstrom at the federal legal rate of interest set forth at 28 U.S.C. § 1961(a) and (b).

(continued on next page)

Provisionally accepted and provisional Order issued on the <sup>2<sup>ND</sup></sup> day of December, 2008.

BY ORDER OF THE COMMISSION:



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

Finally accepted and final Order issued on the \_\_\_\_ day of \_\_\_\_\_, 2008.

BY ORDER OF THE COMMISSION:

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