

**RSPA FY 2003 Closed Civil Penalty Cases**

Company	SUMMARY	Amount
A BRITE COMPANY (Shipper)	Offered oxidizing liquid, corrosive, n.o.s. (containing sulfuric and nitric acid) in packaging marked as meeting a UN standard that was not authorized for this material because it was not certified for PG I liquids; offered a non-hazardous material that was marked, labeled, and described as hazardous. [173.22(a)(2), 173.201, 49 U.S.C. 5104(a)(2), 171.2(f)(2), 172.401(a)(1)] Case No. 01-210-SDP-SW	\$6,000
A B C COMPOUNDING COMPANY, INC. (Shipper)	Offered sodium hydroxide, solid, 8, in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.212(b)] Case No. 03-253-SP-SO	\$7,000
ABC FIRE EXTINGUISHER COMPANY, INC. (Cylinder Retester)	Failed to condemn a cylinder with permanent expansion exceeding 10 percent of total expansion; failed to verify the accuracy of the retest equipment to within 500 psi of the actual test pressure for testing at or above 3,000 psi; failed to provide employee training, or create and retain records of training testing. [173.34(e)(1), 173.34(e)(6)(D), 173.34(e)(4)(iii)(A), 172.702(b), 172.704(a) and (d)] Case No. 00-397-CR-EA	\$5,000
ABSOLUTE FIRE PROTECTION CO., INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values; failed to maintain complete calibration, retest, and reinspection records; failed to maintain copies of applicable DOT exemptions at its facility. [173.34(e)(4)(iii), 173.34(e)(4)(iv), 173.34(e)(8)(ii), 173.34(e)(2)(v)(B), DOT-E 9716, DOT-E 10019] Case No. 01-400-CR-EA	\$3,300
ACME FIRE & SAFETY EQUIPMENT COMPANY, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of its test equipment within one percent of the calibrated cylinder's pressure and corresponding expansion values. [173.34(e)(4)(iv)] Case No. 02-511-CRS-SW	\$2,000

Company	SUMMARY	Amount
<p>ACME INTERNATIONAL ENTERPRISES, INC. A/K/A ACME INTERNATIONAL (Shipper)</p>	<p>Offered cigarette lighters that were unexamined and unapproved, and represented, marked and certified them to a T-approval issued for different lighters and packaging; offered packages of lighters greater than the authorized gross weight, thereby rendering it unapproved packaging; offered lighters in non-standard packaging; failed to label packages containing lighters and removed labels from packages; failed to properly mark packages containing lighters; offered them accompanied by shipping papers that were improperly prepared and listed no emergency response information; failed to register with RSPA; failed to provide employee training. [172.102-Special Provision N10, 173.21(a), Approval T-0454, 173.22(a)(2), 173.24(b), 173.24a(b)(2), 173.22(a)(2), 172.102-Special Provision N10, 173.21(i), 172.400(a)(1), 172.417, 172.301(a), 173.22(a)(2), 173.308(b), 172.200(a), 172.600(c), 107.601(a)(6), 172.702(b), 172.704(a)] Case No. 02-067-SB-EA</p>	<p>\$10,000</p>
<p>ADVANCED PACKAGING AND PRODUCTS COMPANY (Shipper)</p>	<p>Offered and filled compressed gas in aerosol containers without ensuring that the internal pressure during the hot water bath test had reached the required temperature; offered hazardous materials in reconditioned drums marked as meeting the UN1A2 standard that were not closed in accordance with the manufacturer's closure instructions; failed to provide function-specific training with regard to packaging closures. [173.306(a)(3)(v), 173.24(f)(2), 172.702(b), 172.704(a)(2)] Case No. 02-225-SC-SW</p>	<p>\$7,814</p>
<p>ADVOCATE CHRIST HEALTH CARE NETWORK (Shipper)</p>	<p>Offered regulated medical waste in a bulk container marked as meeting a DOT exemption (DOT-E 11185), when it was not closed in accordance with the exemption's requirements; offered regulated medical waste accompanied by a shipping paper that did not include the exemption number and offered RQ waste flammable liquid accompanied by a shipping paper that listed either an incorrect 24-hour emergency response telephone number or no 24-hour emergency response telephone number; failed to provide general awareness and function-specific employee training. [173.22(a)(4), 173.24(f)(2), 172.203, 172.604, 172.702(b), 172.704(a)(1) and (2)] Case No. 02-144-SIBC-CE</p>	<p>\$5,800</p>

Company	SUMMARY	Amount
AFAB INDUSTRIAL SERVICES, INC. (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold a packaging as meeting a UN standard, when the drop and stacking tests were not were not conducted at the weight marked on the packaging. [178.601(b), 178.603, 178.606(b) and (c)] Case No. 02-069-BM-EA	\$3,635
AIR LIQUIDE AMERICA CORPORATION (Cylinder Retester)	Failed to verify the accuracy of test equipment to within 500 psi of actual test pressure for cylinders tested that day. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv)] Case No. 02-017-CR-HQ	\$2,755
AIR LIQUIDE AMERICA CORPORATION (Shipper)	Charged, offered, and transported oxygen, compressed, in unauthorized packaging; failed to provide general awareness employee training, or create and retain records of training testing. [173.22(a)(2), 173.301(a), 173.302(a), 172.702(b), 172.704(a)(1) and (d)] Case No. 02-220-SC-SW	\$13,230
ALDRICH CHEMICAL COMPANY, INC. (Fiberboard Box Manufacturer/Shipper)	Represented, marked, and certified combination packaging as meeting the UN4GV performance standard, when they were marked for a greater gross mass than authorized for UN4GV packaging under the selective testing variation 2 test procedure. [178.601(d), 178.601(g)(2)] Case No. 01-621-BMS-EA	\$7,800
ALEXANDER CHEMICAL CORPORATION (Cylinder Retester)	Failed to demonstrate the accuracy of its test equipment at any point within 500 psi of actual test pressure; failed to provide employee training or create and retain records of training testing. [173.34(e)(4)(iii)(A); 172.702(b), 172.704(a) and (d)] Case No. 03-112-CR-CE	\$3,785
ALEXANDER/RYAN MARINE & SAFETY CO. (Shipper)	Offered rockets, line throwing, 1.4G, in unauthorized packaging; offered explosives without preparing proper shipping papers; offered explosives accompanied by a shipping paper that contained additional, inconsistent information within the basic shipping description. [173.22(a)(2), 172.200(a), 172.202(a)-(c), 172.204(a) and (d), 172.602, 172.604(a) and (b), 173.22(a)(1), 172.201(a)(4)] Case No. 02-226-SE-SW	\$7,750

Company	SUMMARY	Amount
ALL CHEMICAL DISPOSAL SC, INC. (Shipper)	Represented, marked, certified and offered 44-gallon plastic drums marked for use in offering regulated medical waste, when testing was not conducted; offered hazardous materials accompanied by a shipping paper that failed to list a 24-hour emergency response telephone number; offered infectious substances affecting animals only and infectious substances affecting humans accompanied by a shipping paper that failed to list a proper shipping name. [173.196, 173.197, 178.509, 178.609, 172.604(a)(2)(ii), 172.202(a)(1)] Case No. 01-182-SD-WE	\$6,000
ALL-OUT FIRE EQUIPMENT COMPANY, INC. (Cylinder Retester)	Failed to maintain complete records of reinspection and retest; failed to maintain current copies of applicable portions of the regulations and exemptions for cylinders and exemption cylinders being retested; failed to create and retain records of employee training testing. [173.34(e)(8)(ii)(A) and (B), 173.34(e)(2)(v)(A) and (B), 172.704(d)] Case No. 00-358-CR-EA	\$2,000
ALL-PAK, INC. (Fiber Box Manufacturer)	Manufactured, marked, certified, and sold combination packaging as meeting the UN4G/X2.3/S standard, when the outer container of the inner packaging system was not the same container that had been subjected to design qualification testing. [178.503(a)(8), 178.601(d)] Case No. 00-616-BM-EA	\$7,500
ALLIED FIRE & SAFETY EQUIPMENT CO., INC. (Cylinder Retester)	Failed to verify the accuracy of the test equip within one percent of the calibrated cylinder's pressure and corresponding expansion values, and accuracy of the pressure-indicating device was not verified within 500 psi of actual test pressure; failed to condemn a cylinder with permanent expansion exceeding 10 percent of total expansion; failed to prepare and maintain records of cylinder requalification. [173.34(e)(4)(iii)(A) and (B), 173.34(e)(4)(iv), 173.34(e)(6)(i) and (ii), 173.34(e)(8)(ii)(A) and (B)] Case No. 00-351-CR-EA	\$10,000

Company	SUMMARY	Amount
<p>ALLTYPE FIRE PROTECTION D/B/A HARTFORD FIRE EQUIPMENT (Cylinder Retester)</p>	<p>Failed to condemn cylinders with permanent expansion greater than 10 percent of total expansion; failed to perform hydrostatic testing or visual inspections of cylinders; failed to perform hydrostatic testing at the required test pressure; failed to verify the accuracy of the equipment to within one percent of the calibrated cylinder's test pressure; failed to mark cylinders with the retester's identification number assigned to its facility; failed to maintain accurate records of reinspection and retest; failed to report personnel changes to the Associate Administrator for Hazardous Materials Safety; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [173.34(e)(6)(i)(D), 173.34(e)(6)(ii) and (iii), 173.34(e)(1), (3), and (4), 173.34(e)(1), 173.34(e)(4)(v), 173.34(e)(4)(iv), 173.34(e)(7)(i), 173.34(e)(8)(ii), 173.34(e)(2)(iv), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 00-062-CR-EA</p>	<p>\$17,000</p>
<p>AMAZING PRODUCTS, INC. (Fiber Box Manufacturer/Ship per)</p>	<p>Offered compounds, cleaning, liquid (containing sulfuric acid) in unauthorized non-UN-standard packaging that exceeded the authorized gross mass marked on the packaging; failed to mark the technical name near the proper shipping name, failed to mark orientation arrows on two opposite sides, and marked outer packaging with the "Inside packages comply with prescribed specifications" statement when it did not apply; offered hazardous materials for transportation accompanied by shipping papers that included additional unauthorized information within the basic shipping description, that did not list a unit of measure for each material or total quantity, and that did not contain a shipper's certification. [173.22(a)(2), 173.202(b), 173.22(a)(1), 173.25(a)(4) and (b), 172.301(b), 172.312(a)(2), 172.201(a)(4), 172.202(a)(5) and (b), 172.204(a)] Case No. 01-642-BMS-EA</p>	<p>\$4,000</p>

Company	SUMMARY	Amount
AMER INDUSTRIAL TECHNOLOGIES, INC. (Radioactive Materials Packaging Manufacturer)	Manufactured, marked, certified, and sold cylinders as meeting the DOT 30B specification when the certification plate did not conform to ANSI N14.1 (1990); manufactured, marked, certified, and sold cylinders as meeting as meeting ANSI N14.1 (1990) when the required testing not conducted; manufactured, marked, certified, and sold DOT 30B cylinders as meeting ANSI N14.1 (1990) when the manufacturer's quality control system required by Section VIII, Division 1, of the ANSI/ASME code was not followed. [171.2(e), 171.2(f)(1), 173.420(a)(2)(i)—for all three violations] Case No. 98-001-RPM-HQ	\$3,000
AMEREX, INC. (Cylinder Manufacturer)	Manufactured, marked, certified, and sold compressed gas cylinders as meeting the DOT 4BW specification when additional cylinders were not radiographically tested as required when the welds of the sample cylinder did not pass the initial spot radiography test criteria. [178.61(m)(2)] Case No. 03-007-CM-HQ	\$2,340
AMERICAN FIRE & SECURITY COMPANY, INC. (Cylinder Retester)	Failed to calibrate the hydrostatic testing equipment each day prior to testing to ensure its accuracy; failed to maintain complete records of retesting—no records of calibration and unsuccessful tests. [173.34(e)(4)(iii) and (iv), 173.34(e)(8)(ii)(A) and (B)] Case No. 00-102-CR-CE	\$3,193
AMERICAN TOOL EXCHANGE (Shipper)	Offered lighters (containing flammable gas), when the design of the devices and their inner packaging had not been examined and approved, and thus were unauthorized for transportation; failed to register with RSPA; offered lighters without preparing a proper hazardous materials shipping paper; failed to mark packages with the proper shipping name and UN identification numbers and failed to affix a hazard warning label to the packages; failed to provide employee training, or create and retain records of training testing. [171.12(a), 173.21(i), 172.102-Special Provision N10, 107.601(a)(6), 107.608, 107.612, 172.200(a), 172.201(a), 172.202, 172.604, 172.301(a), 172.400, 172.417, 172.702(b), 172.704(a) and (d)] Case No. 01-181-SB-WE	\$10,000

Company	SUMMARY	Amount
AMERICAN WEST EXPLOSIVES, INC. (Shipper)	Offered (1) ammonium nitrate-fuel oil mixture, 1.5D, (2) boosters, 1.1D, (3) explosives, blasting type E, 1.1D, and (4) cord, detonating, 1.1D, in unauthorized, non-UN-standard packaging. [173.60, 173.62(c), DOT-E 11156] Case No. 02-130-SE-CE	\$9,750
AMREP, INC. (Shipper)	Offered ORM-D in aerosol cans that were not subjected to the required hot water bath immersion testing, failing to bring the internal pressure equivalent to a pressure reached at 130 degrees F without evidence of leakage or permanent deformation; failed to provide employee training, or create and retain records of training testing. [173.306(a)(3)(v), 172.702(b), 172.704(a) and (d)] Case No. 02-267-SC-SO	\$7,500
APT ADVANCED POLYMER TECHNOLOGY CORP. (Shipper)	Offered resin solution, 3, in two different packages that were not authorized for this material: (1) in 20-liter plastic pails that were not authorized for air transportation because they had not been hydrostatically tested to 80 kPA (12 psig), and (2) in closed-head steel drums that were not closed in accordance with the manufacturer's closure notification, thus voiding the UN certification, and because the employees had not received the required function-specific training on closing the drums in accordance with the manufacturer's closure notification; failed to register with RSPA. [173.27(c)(3)(ii), 172.24(a)(4), 172.702(b), 172.704(a)(2), 107.608(b), 107.612(b)] Case No. 03-088-SP-EA	\$6,625
AQUAQUIM, S.A. de C.V. (Shipper)	Offered corrosive liquid, n.o.s., (containing nitrilotris (methylene) triphosphonic acid) in unauthorized, non-UN-standard packaging; offered it without describing it on a shipping paper; offered it in packages that were not marked with the proper shipping name and UN identification number. [173.22(a)(2), 173.203, 172.200(a), 172.301(a)] Case No. 01-216-FSD-SW	\$7,082
ARGENT CHEMICAL LABORATORIES, INC. (Fiber Box Manufacturer/Shipper)	Represented, certified, marked and offered fiberboard boxes as meeting the UN 4G standard, when design qualification tests and periodic retests had not been conducted; failed to provide employee training, or create and retain records of employee training testing. [178.601(d) and (e), 172.702(b), 172.704(a) and (d)] Case No. 98-165-BMS-WE	\$6,000

Company	SUMMARY	Amount
ARMSTRONG WORLD INDUSTRIES, INC. (Shipper)	Represented and certified portable tanks as meeting the DOT 57 specification without subjecting them to the required periodic retesting. [173.32(a)(1), 180.605(a) and (c)] Case No. 03-091-SIBC-EA	\$4,200
ARYLESSENCE, INC. (Shipper)	Filled an intermediate bulk container with perfumery products, 3, and offered it, when the intermediate bulk container had not been retested as required. [173.35(a), 180.352(a) and (b)] Case No. 02-508-SIBC-SW	\$2,625
ASSOCIATED METALS, INC. (Shipper)	Offered two separate corrosive materials (PG II and PG III) as undeclared hazardous materials, by placing them in a combination packaging without the required markings and labels on the outer packaging, and without preparing shipping papers; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.200(a), 172.204(a), 172.300(a), 172.400(a), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 99-102-SB-CE	\$10,500
ASSOCIATED TESTING LABS, INC. (Shipper)	Offered radioactive material, special form, n.o.s., in a packaging marked as meeting the DOT 7A Type A specification, without preparing a proper hazardous materials shipping paper; failure to provide employee training, or create and retain records of training testing; failed to provide the required emergency response information. [172.200(a), 172.201, 172.202, 172.203, 172.702(b), 172.704(a) and (d), 172.602(a) and (c)] Case No. 02-217-RMS-SW	\$4,875
ATOFINA CHEMICALS, INC. (Shipper)	Offered organic peroxide, type D, liquid, 5.2, and organic peroxide, type E, 5.2, in non-UN-standard packaging. [173.22(a)(2), 173.225(a)] Case No. 03-271-SB-SO	\$5,250
AUTO-TECH FIRE SYSTEMS (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device to within one percent and the accuracy of the equipment at pressures within 500 psi of actual test pressure. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv)] Case No. 02-122-CR-CE	\$1,900



Company	SUMMARY	Amount
BARBER'S CHEMICAL, INC. (Shipper)	Offered hypochlorite solution, 8, in drums marked as meeting a UN standard, when they were not subjected to the required leakproofness testing, and offered aqueous solution with 35 percent hydrogen peroxide, 5.1, in packaging that was not properly closed, thereby making it unauthorized; failed to provide employee training. [173.22(a)(2) and (4), 173.24(c)(1) and (d)(1), 172.702(b), 172.704(a)] Case No. 02-083-SD-EA	\$3,500
BARNES-JEWISH HOSPITAL (Shipper)	Offered regulated medical waste, 6.2, in fiberboard boxes marked as meeting the UN4G/Y21/S standard that were filled beyond the marked gross weight; failed to provide function-specific employee training, or create and retain records of training testing. [173.22(a)(4), 173.24(b)(2), 172.702(b), 172.704(a)(2) and (d)] Case No. 02-134-SB-CE	\$5,250
BENBOW CHEMICAL PACKAGING, INC. (Shipper)	Offered corrosive solids in unauthorized packaging; offered compounds, cleaning, liquid in drums marked as meeting a UN standard, when they were not closed in accordance with the manufacturer's closure notification. [173.22(a)(2), 173.212, 178.2(b)(2)] Case No. 01-356-SBP-EA	\$8,000
FREDERICK BEST (Shipper)	Offered articles, pyrotechnic, without a shipping paper that provided the proper shipping name, hazard class, UN identification number, packing group, and a 24-hour emergency response telephone number; failed to mark packages with the proper shipping name, UN identification number, or EX-approval number. [172.200(a), 172.202(a), 172.604(a), 172.301(a), 172.320(a)] Case No. 01-130-SE-CE	\$750
BIO-LAB, INC. (Fiberboard Box Manufacturer/Shipper)	Failed to properly conduct design qualification stacking test and tested packages at less than the marked gross weight; offered oxidizing solid, n.o.s. (bromo-chloro-dimethylhydantoin), 5.1, in unauthorized, non-UN-standard non-bulk packaging; represented and certified fiberboard boxes as meeting the UN4G/Y8.2/S standard when the periodic retesting was not properly documented. [178.2(b), 178.601(b) and (d), 178.606(c), 173.22(a)(2), 173.212, 178.2(b), 178.601(l)] Case No. 03-258-BMS-SO	\$12,085

Company	SUMMARY	Amount
BORDEN INC. (Shipper)	Offered paraformaldehyde mixture, 4.1, in unauthorized, non-UN-standard non-bulk packaging. [173.22(a)(2), 173.213] Case No. 02-136-SD-CE	\$5,500
BOYER ALASKA BARGE LINES, INC. (Water Carrier)	Offered and transported in the same freight container hazardous materials of different hazard classes that were prohibited from being transported by water in the same freight container; failed to provide employee training, or create and retain records of training testing; offered diesel fuel in intermodal portable tanks that were not marked with the UN identification number; transported hazardous materials by water without retaining a copy of the dangerous cargo manifest for at least one year at its place of business. [173.30, 176.83(b) and (d), 172.702(b), 172.704(a) and (d), 172.302(a), 172.326(c), 176.30(e), 176.36(a)] Case No. 01-022-WCIT-HQ	\$16,760
BRENNTAG MID- SOUTH, INC. (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold packages marked as meeting the UN4G/Y20.8/S standard, when they had not been subjected to periodic retesting; offered hydrochloric acid in packaging that was not periodically retested; offered hazardous materials accompanied by shipping papers that included an incorrect packing group in the shipping description. [178.2(b), 178.601(e), 173.22(a)(2), 173.202(b), 172.202(a)(4)] Case No. 02-279-BM-SO	\$6,710
BRENNTAG SOUTHWEST, INC. (Shipper)	Offered hazardous materials accompanied by shipping papers that listed additional information prior to basic shipping description and that failed to include the "RQ" designation for a hazardous material with a reportable quantity. [172.201(a)(4), 172.202(b), 172.203(c)] Case No. 02-229-SP-SW	\$500
BRENNTAG WEST, INC. (Shipper)	Offered Chromium trioxide, anhydrous, 5.1, in non-UN standard packages. [173.202] Case No. 02-232-SP-SW	\$3,500

Company	SUMMARY	Amount
BURBANK BARREL & DRUM, INC. (Drum Reconditioner)	Represented, marked, and certified reconditioned steel drums as meeting the UN1A1 standard when they were not capable of passing the leakproofness and hydrostatic pressure tests, and steel drums as meeting the UN1A2 drums when they were not capable of passing the drop, leakproofness, hydrostatic pressure, stacking, and vibration tests. [173.24(b)(1), 173.28(b)(2)(i)] Case No. 03-215-DR-SW	\$8,400
THE BUTCHER COMPANY, INC. (Shipper)	Offered flammable liquid, corrosive, n.o.s., (containing 2-propanol and sodium hydroxide) for transportation in unauthorized UN standard packaging. [173.203] Case No. 00-162-SB-WE	\$3,750
THE BUTCHER COMPANY, INC. (Fiberboard Box Manufacturer/Shipper)	Offering hazardous material when design qualification testing had not been performed on packaging but the packaging had been marked as meeting a UN standard. [173.22(a)(2), 178.603, 178.606] Case No. 00-090-BMS-EA	\$6,000
BUTLER CHEMICAL COMPANY (Shipper)	Offered Phosphoric acid in pails that did not have proper lids, thereby creating an unauthorized packaging. [173.22(a)(2), 173.203] Case No. 03-154-SP-WE	\$4,400
C C FIRE EQUIPMENT COMPANY, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device to within 500 psi of actual test pressure for pressures at or above 3000psi; failed to maintain complete records of hydrostatic retesting; failed to provide general awareness and safety employee training. [173.34(e)(4)(iii)(A), 173.34(a)(1), 173.34(e)(8)(ii)(A) and (B), 172.702(b), 172.704(a)(1) and (3)] Case No. 01-120-CRS-CE	\$3,400
CALICO BRANDS, INC. (Fiberboard Box Manufacturer/Shipper)	Represented, marked, and certified fiberboard boxes as meeting the UN4G standard when design qualification and periodic testing were not properly conducted; offered lighters containing compressed gas in non-specification, not-UN-standard outer packaging marked as meeting the UN standard for such packaging; failed to provide employee training. [178.601(d) and (e), 171.12(a), 173.21(i), 173.308, 172.702(b), 172.704(a)] Case No. 00-190-BMS-WE	\$11,850

Company	SUMMARY	Amount
CATERPILLAR, INC. (Cylinder Retester)	Failed to confirm that the pressure-indicating device on the retest apparatus was accurate at any point within 500 psig of actual test pressure for pressures at or above 3,000 psi. [173.34(e)(4)(iii)(A)] Case No. 03-117-CR-CE	\$2,920
CATHOLIC HEALTH SYSTEMS, INC. D/B/A ST. MARY'S MEDICAL CENTER (Shipper)	Offered regulated medical waste, purportedly under the terms of an exemption, when (1) free liquids were placed in rigid containers inside plastic film bags, (2) sharps were placed inside film bags, (3) plastic film bags were not properly closed thereby resulting in the release of the bags' contents, (4) cultures and stocks were placed in plastic film bags, and (5) inner packages were offered that were in excess of the 22 pounds allowed by the exemption. [173.22(a)(2), 173.197(a), DOT-E 11686—Paragraphs 7.a.(3), 7.b.(2)(i), 7.d.(6) and (7)] Case No. 03-066-SBG-EA	\$8,750
CENTRAL DE ADUANAS DE LAREDO, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper (1) that did not contain required information in the proper sequence, (2) without maintaining emergency response information at the facility where it was received, stored, or handled, and (3) without listing a 24-hour emergency response telephone number; failed to provide employee training. [172.202(a), 172.600(c)(2), 172.604, 172.702(b), 172.704(a)] Case No. 95-138-TRN-SW	\$6,700
CENTRAL STATES DISTRIBUTION SERVICES, INC. (Shipper)	Offered lighters, cigarette (containing flammable gas), when the design of the device and its inner packaging had not been examined and approved, and, therefore, were unapproved for transportation; offered lighters, cigarette (containing flammable gas), in non-UN-standard packaging; offered lighters, cigarette (containing flammable gas), accompanied by shipping papers that listed an unauthorized 24-hour emergency response telephone number; failed to mark the shipping name and UN identification number on packages. [172.101—Special Provision N10, 173.21(i), 173.21(a), 173.22(a)(2), 172.604(b), 172.301(a)] Case No. 01-065-SB-EA	\$10,000

Company	SUMMARY	Amount
CHEM SERVICES, INC. (Shipper)	Offered methanol in an intermediate bulk container that had not been subjected to the required retest; offered hazardous materials accompanied by a shipping paper that listed an unauthorized 24-hour emergency response telephone number; failed to provide employee training or create and retain records of training testing; discharged hazardous materials from an intermediate bulk container while it was still on the back of a motor vehicle. [180.352(a) and (b)(1), 172.604(a)(2) and (b), 172.702(b), 172.704(a) and (d), 177.834(h)] Case No. 02-515-SIBC-SW	\$6,900
CHEMA TECHNOLOGY, INC. (Shipper)	Offered corrosive liquid, basic, inorganic, n.o.s. (containing sodium hydroxide) in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.203(a) and (b)] Case No. 02-125-SB-CE	\$2,400
CHEMFAST, INC. (Shipper)	Offered petroleum distillates, n.o.s., in unauthorized intermediate bulk containers, and compounds, cleaning, liquid (containing hydrochloric acid), in unauthorized non-bulk packaging; failed to obtain the closure notification and close packages in accordance with it; failed to mark the correct UN identification number on two opposite sides of an intermediate bulk container; offered hazardous materials accompanied by a shipping paper that (1) did not include the unit of measure for the total quantity, (2) listed an incorrect UN identification number, (3) failed to list a total quantity, and (4) had not shipper's certification; failed to register with RSPA; failed to provide recurrent employee training, and failed to test and certify the employees as trained. [173.242(d), 180.352(a) and (b), 173.22(a)(2), 173.28(b)(2), 173.202(c), 173.22(a)(2) and (4), 172.302(a), 172.201(a)(1), 172.202(a)(3) and (5), 172.202(c), 172.204(a), 107.601(a)(6), 172.702(b), 172.704(a), 172.704(c)(2), 172.704(d)(5)] Case No. 01-613-SIBCD-EA	\$5,000
CHICAGO INK & RESEARCH CO., INC. (Shipper)	Offered printing ink in combination packages marked as meeting the UN4G/Y19/S standard that were not closed in accordance with the tested design and therefore were unauthorized. [173.22(a)(4), 173.24(f)(2)] Case No. 03-114-SB-CE	\$1,800

Company	SUMMARY	Amount
FORREST S. CHILTON MEMORIAL HOSPITAL D/B/A CHILTON MEMORIAL HOSPITAL (Shipper)	Offered regulated medical waste, when free flowing liquids packaged in rigid containers were not properly separated from the waste, and when packages contained sharps. [173.22(a)(2), 173.197(a)] Case No. 02-387-SBG-EA	\$5,250
COASTAL CARBONICS, INC. (Cylinder Retester)	Failed to condemn exemption cylinders with permanent expansion exceeding five percent of total expansion; failed to demonstrate the accuracy of the retest equipment to within one percent at pressures within 500 psi of actual test pressure; retested cylinders at less than the minimum test pressure; failed to maintain complete and accurate records of daily calibration and cylinder requalification. [173.34(e)(6)(i)(F), DOT-E 9894–Paragraph 8.j, DOT-E 10905–Paragraph 7.e., 173.34(e)(4)(iii)(A), 173.34(e)(4)(v), 173.34(e)(8)] Case No.01-268-CR-SO	\$4,000
COILED TUBING SERVICES (Shipper)	Offered nitrogen, refrigerated liquid, in portable tanks when failing to maintain complete and accurate records, by failing to determine and record the one-way travel time and periodic pressure and temperature readings from the tanks; offered nitrogen, refrigerated liquid, purportedly under the terms of an exemption, when failing to close the road relief valves, which were set below the pressure of the relief valve; offered hazardous materials accompanied by a shipping paper the failed to list exemption numbers; failed to provide function-specific employee training, or create and retain records of training testing; failed to register with RSPA. [DOT-E 11186–Paragraph 10.b.(1)(ii) and (iii), DOT-E 12018–Paragraph 7.c.2(ii) and (iii), DOT-E 11186–Paragraph 10.b.(4), DOT-E 12018–Paragraph 7.c.(2)(iv), 172.203(a), 172.702(b), 172.704(a)(2) and (d), 107.608] Case No. 02-004-SIT-HQ	\$11,000

Company	SUMMARY	Amount
COLIBRI CORPORATION (Shipper)	Imported lighters, cigarette (containing flammable gas), into the United States without provided the foreign shipper with timely and complete information about the requirements of the regulations that would apply to the shipment within the United States; offered petroleum gases, liquefied, when the material was improperly classed and in unauthorized packaging; offered lighters, cigarette (containing flammable gas), accompanied by a shipping paper that did not list the "T" approval number and that did not contain all the required emergency response information. [171.12(a), 173.22(a)(1) and (2), 173.304(d), 172.602, DOT Approval T-0142] Case No. 02-051-SB-EA	\$9,000
COLORATION SYSTEMS, INC. (Shipper)	Offered xylene in a UN standard packaging certified for solids instead of liquids, thereby creating unauthorized packaging. [173.22(a)(2), 173.202] Case No. 03-263-SP-SO	\$4,400
CORNERSTONE PROPANE PARTNERS, LP D/B/A SYNERGY GAS (Cylinder Retester)	Failed to calculate the tare weights of cylinders; failed to maintain a current copy of the regulations at its facility; failed to maintain complete reinspection and retest records; failed to perform visual inspections; offered liquefied petroleum gas accompanied by a shipping paper that included additional information interspersed within the basic shipping description and that listed an unauthorized 24-hour emergency response telephone number; failed to provide function-specific employee training, or create and retain records of training testing. [173.34(e)(3) and (13), CGA Pamphlet C-6--Paragraph 3.2.1(1), 173.34(e)(2)(v)(A), 173.34(e)(8)(ii)(A) and (B), 173.34(e), 172.200(a), 172.201(d), 172.202(b), 172.604(b), 172.702(b), 172.704(a)(2) and (d)] Case No. 02-397-CR-EA	\$6,500

Company	SUMMARY	Amount
CPN INTERNATIONAL, INC. (Shipper)	Offered radioactive material, special form, non-fissile, in a packaging marked as meeting the DOT Spec 7A Type A standard, without maintaining complete documentation of tests, evaluations or comparative data; offered hazardous materials in amounts meeting the definition of a hazardous substance while failing to use the letters "RQ" in association with the basic shipping description on the shipping paper. [173.415(a), 173.465(d), 178.350(a), 172.203(c)(2)] Case No. 02-013-RMS-HQ	\$6,300
CREATIVE CHEMICALS, INC. (Shipper)	Offered compounds, cleaning, liquid (containing sulfamic acid and ethylene glycol monobutyl ether), in unauthorized, non-UN-standard packagings; offered compounds, cleaning, liquid (containing sulfamic acid and ethylene glycol monobutyl ether), in packages not marked with the proper shipping name and UN identification number; offered compounds, cleaning, liquid (containing sulfamic acid and ethylene glycol monobutyl ether), in packages not affixed with hazard warning labels; offered compounds, cleaning, liquid (containing sulfamic acid and ethylene glycol monobutyl ether), accompanied by a shipping paper that was not completed as required; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.203(c), 172.301(a), 172.400(a)(1), 172.201(a)(1), 172.202(d), 172.203(k) and (k)(1), 172.204(a), 172.702(b), 172.704(a) and (d)] Case No. 01-075-SD-EA	\$9,000
CRESCENT MARKETING, INC. D/B/A CRESCENT MANUFACTURING (Fiberboard Box Manufacturer/Shipper)	Represented, marked, and certified fiberboard boxes as meeting the UN4G/Z23/S standard, when failing to conduct proper design qualification and not conducting periodic testing; offered corrosive liquid n.o.s. (containing sodium hydroxide), when failing to properly test the packaging, failing to conduct periodic testing, and overfilling the packaging; failed to register w/ RSPA; offered corrosive liquid n.o.s. (containing sodium hydroxide) in packages not marked with the proper orientation markings. [173.24(a), 178.601(a), (d), and (e), 178.603, 178.606, 173.22(a), 173.24(b), 107.601(a)(5), 107.608, 172.300(a), 172.312(a)(2)] Case No. 02-370-BMS-EA	\$7,330



Company	SUMMARY	Amount
<p>DANKO EMERGENCY EQUIPMENT CO. (Cylinder Retester)</p>	<p>Failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion; failed to demonstrate the accuracy of the pressure-indicating device within one percent at pressures within 500 psi of actual test pressure; failed to calculate the average or maximum wall stress prior to marking cylinders with "+" sign; failed to maintain complete and accurate records of reinspection and retest; failed to maintain current copies of applicable exemptions and CGA pamphlets at the retest facility; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [173.34(e)(6)(i)(D), 173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 173.302(c) and (c)(5), 173.34(e)(8)(ii)(B), 173.34(e)(2)(v), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 02-237-CR-SW</p>	<p>\$10,350</p>
<p>ROBERT G. DELANEY AND DELANEY FIREWORKS DISPLAYS (Shipper)</p>	<p>Offered fireworks in an unauthorized packaging; offered it accompanied by a shipping paper that did not contain the proper shipping name, hazard class, UN identification number, or 24-hour emergency response telephone number; failed to register with RSPA for 1999 and 2000; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.60(a), 173.62(b), 172.200(a), 172.202(a), 172.604(a), 107.601(b), 107.608(a) and (b), 172.702(b), 172.704(a) and (d)] Case No. 01-104-SE-CE</p>	<p>\$10,000</p>
<p>DESTIN WATERTOYS, INC. (Shipper)</p>	<p>Offered gasoline in an unauthorized, non-DOT bulk packaging; offered it without preparing shipping papers; failed to provide employee training, or create and retain records of training testing; failed to register with RSPA. [173.22(a)(2), 173.242, 172.200(a), 172.201, 172.202, 177.817, 172.702(b), 172.704(a) and (d), 107.601(a)(6), 107.608(a) and (b)] Case No. 01-278-SPT-SO</p>	<p>\$4,800</p>

Company	SUMMARY	Amount
DQE ENERGY SERVICES, INC. D/B/A PROAM, INC. (Cylinder Retester)	Failed to properly mark cylinders; failed to conduct visual inspections in accordance with CGA Pamphlet C-6; failed to properly condemn cylinders and notify the owner about it; failed to maintain complete records of reinspection and retest; failed to provide function-specific employee training; failed to maintain current copies of the applicable portions of the regulations and applicable CGA pamphlets at the retest facility; offered liquefied petroleum gas accompanied by a shipping paper that listed an incorrect 24-hour emergency response telephone number. [173.34(e)(7)(ii), 173.34(e)(13), 173.34(e)(3), 173.34(e)(6), 173.34(e)(8)(ii)(A) and (B), 172.702(b), 172.704(a)(2), 173.34(e)(2)(v)(A) and (C), 172.201(d), 172.604(a)] Case No. 02-084-CR-EA	\$5,700
EAGLE INDUSTRIES, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of the test pressure and corresponding expansion values; for DOT 3HT cylinders, failed to apply the retest date and retester's identification number markings with low-stress steel stamps; filled and offered cylinders without checking the pressure in a cylinder representative of that day's compression after the cylinder had cooled to settled temperature, and without maintaining records for at least 30 days; failed to create and retain records of employee training testing. [173.34(e)(4)(iv), 173.34(e)(15)(iii), 173.302(e)(1), 172.704(d)] Case No. 01-221-CR-SW	\$6,000
EAST COAST HYDRO TESTING, INC. (Cylinder Retester)	After equipment malfunction, repeated the hydrostatic retest at the same pressure, rather than increasing it by 10 percent or 100 psi (whichever is lower); failed to prepare and maintain complete records of cylinder requalification; failed to maintain current copies of applicable exemptions at the retest facility; failed to test cylinders at twice the service pressure; failed to demonstrate the accuracy of the retest equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values; failed to notify the Associate Administrator for Hazardous Materials Safety within 20 days regarding a change in retest personnel. [173.34(e)(4)(v), 173.34(e)(8), 173.34(e)(2)(v)(B), 173.34(e), 173.34(e)(4)(iii) and (iv), 173.34(e)(2)(iv)] Case No. 00-059-CR-EA	\$5,000

Company	SUMMARY	Amount
EAST PENN MANUFACTURING CO., INC. (Fiberboard Box Manufacturer/Shipper)	Offered battery acid fluid in unauthorized non-UN-standard, non-bulk packaging; represented and certified packaging that had never been subjected to design qualification testing; represented and certified fiberboard boxes as meeting the UN4G/Y22.3/S standard, when they had been marked with the symbol of an approval agency indicating a different year than actual year of manufacture of the boxes. [173.22(a)(2), 173.159(g) and (h), 173.25(d), 178.2(b), 178.601(d), 178.2(b), 178.503(a)(6)] Case No. 02-625-BMS-EA	\$12,000
EASTON ENTERPRISES, INC. (Shipper)	Offered cigarette lighters (containing flammable gas) when the design of the device and the inner packaging had not been examined and approved, and thus was forbidden to be transported; failed to properly label packages; failed to mark packages with the proper shipping name; failed to register with RSPA; failed to provide employee training, or create and retain records of training testing. [172.102–Special Provision N10, 173.21(i), 173.308, 172.400(a), 172.417, 172.301(a), 107.601(e), 107.608, 172.702(b), 172.704(a) and (d)] Case No. 00-182-SB-WE	\$9,600
EDDMA CORPORATION D/B/A FIRE SERVICES, INC. (Cylinder Retester)	Failed to provide employee training, or create and retain records of training testing; failed to maintain copies of the regulations applicable to its retest activities; failed to maintain CGA pamphlets applicable to its retest activities. [172.702(b), 172.704(a) and (d), 173.34(e)(2)(v)(A), 173.34(e)(2)(v)(B)] Case No. 00-380-CR-EA	\$762
ENTERGY CORPORATION (Shipper)	Offered natural gas, compressed, 2.1, in unauthorized non-DOT specification packaging. [173.22(a)(2), 173.302a] Case No. 03-211-SC-SW	\$5,250

Company	SUMMARY	Amount
EXIDE CORPORATION D/B/A EXIDE TECHNOLOGIES (Shipper)	Offered and transported battery fluid acid in unauthorized non-UN-standard packaging; re-shipped packages of battery fluid acid that were affixed with improper hazard warning labels; failed to mark orientation markings on packages; failed to provide recurrent general awareness and function-specific employee training, or create and retain records of training testing. [172.102–Special Provision N6, 173.22(a)(2), 173.159(g) and (h), 172.400(a)(1) and (b), 172.407(b), 172.422(b), 173.22(a)(2), 173.312(a)(2), 172.702(b), 172.794(a)(1) and (2), 172.704(c)(2) and (d)] Case No. 02-361-SB-EA	\$5,000
FAIRFAX FIRE EXTINGUISHER (Cylinder Retester)	Failed to hold a current retester's identification number; failed to perform the modified hydrostatic retest at a minimum two times the service pressure; failed to provide employee training; failed to maintain copies of records of reinspection and retest. [173.34(e)(2)(i) and (v), 173.34(e), 172.702(b), 172.704(a), 173.34(e)(8)] Case No. 01-638-CR-EA	\$4,000
FEDEX EXPRESS CORPORATION (Air Carrier)	Placed on board an aircraft and transported radioactive materials, n.o.s., in a packaging that was not properly closed, re-offered that improperly closed package, and failed to submit a written hazardous materials incident report within 30 days of discovery of a reportable incident. [173.24(b), 173.24(f)(1), 175.3, 171.16] Case No. 01-012-RMC-HQ	\$9,000
FEDEX GROUND PACKAGE SYSTEM, LTD. (Motor Carrier)	Accepted and transported sodium hydroxide, solid, in an unauthorized, non-UN standard packaging. [173.25(a), 173.212] Case No. 03-266-CP-SO	\$8,400

Company	SUMMARY	Amount
FESS, INC. D/B/A FIRE EXTINGUISHER SALES & SERVICE (Cylinder Retester)	Failed to hold a current retester's identification number; failed to verify the accuracy of the retest equipment to within one percent of test pressure and failed to keep records of calibration; marked cylinders before doing the visual inspections and hydrostatic test; failed to notify the owner in writing that a cylinder had been condemned and without stamping it with Xs or with the word "CONDEMNED", or without rendering it incapable of holding pressure; failed to provide employee training, or create and retain records of training testing; offered fire extinguishers without a shipping paper describing them or without listing a 24-hour emergency response telephone number; failed to maintain current copies of the regulations and applicable CGA pamphlets at its retest facility. [173.34(e)(2)(i), 173.34(e)(4)(iii) and (iv), 173.34(e)(8)(ii)(A), 173.34(e)(1)(ii), 173.34(e)(6)(ii) and (iii), 172.702(b), 172.704(a) and (d), 172.201(a) and (d), 172.604(a), 173.34(e)(2)(v)(A) and (C)] Case No. 00-125-CR-CE	\$7,050
FINE INTERNATIONAL INVESTMENT, LTD. (Shipper)	Offered lighters containing flammable gas in unauthorized, non-UN standard outer packaging. [172.102–Special Provision N10, 173.22(a)] Case No. 02-080-FSB-EA	\$3,675
FIRE & SAFETY EQUIPMENT OF ROCKFORD, INC. (Cylinder Retester)	Performed retesting using a pressure-indicating device not demonstrated to be accurate to within one percent and accuracy of test, and with equipment not demonstrated at pressures within 500 psi. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv)] Case No. 02-120-CR-CE	\$2,500
FIRE APPLIANCE, INC. (Cylinder Retester)	Failed to correctly calibrate the retest equipment and failed to verify the accuracy of the expansion-indicating device and/or the pressure-indicating device to within one percent. [173.34(e)(4)(ii)] Case No. 02-115-CR-CE	\$2,700

Company	SUMMARY	Amount
FIRE FIGHTER SALES AND SERVICE, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device at any point within 500 psi of the actual test pressure for pressures at or above 3,000 psi; failed to maintain records of reinspection and retest from which a paper copy could be made upon request by a RSPA inspector; failed to maintain a current copy of the hazardous materials regulations at its retest facility. [173.34(e)(4)(iii)(A), 173.34(e)(8), 173.34(e)(2)(v)(A)] Case No. 00-113-CR-CE	\$3,000
FIRE FOE CORPORATION (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent and to within 500 psi of actual test pressures for testing conducted at or above 3,000 psi; failed to maintain complete records of hydrostatic retesting. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 173.34(e)(8)(ii)(B)] Case No. 01-377-CR-EA	\$2,500
FIRE SAFE EQUIPMENT CO., INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the retest equipment to within one percent at pressures within 500 psi of actual test pressure; failed to determine the rejection elastic expansion for cylinders manufactured under certain exemptions; failed to maintain complete and accurate records of reinspection and retest; failed to maintain current copies of the regulations and applicable exemptions for exemption cylinders being retested; failed to provide employee training, or create and retain records of training testing. [173.34(e)(4)(iii) and (iv), 173.34(e)(1), DOT-E 9421–Paragraph 7.b.(1)(ii), DOT-E 10915–Paragraph 7.b.(2), DOT-E 10945–Paragraph 7.b.(2), 173.34(e)(8), 173.34(e)(2)(v)(A) and (B), 172.702(b), 172.704(a) and (d)] Case No. 01-637-CR-EA	\$9,900
FIRE SAFETY INDUSTRIES (Cylinder Retester)	Failed to condemn cylinders with permanent expansion greater than 10 percent of total expansion; failed to provide written notification to the owner of a cylinder that it had been condemned. [173.34(e)(6)(D), 173.34(e)(6)(iii)] Case No. 02-247-CR-SW	\$5,250

Company	SUMMARY	Amount
FIRETRON, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device to within 500 psi for cylinders tested at or above 3,000 psi; failed to provide employee records, or create and retain records of training testing; marked an incorrect retester's identification number on cylinders. [173.34(e)(4)(iii)(A), 172.702(b), 172.704(a) and (d), 173.34(e)(7)] Case No. 01-239-CR-SW	\$4,185
FISHER SCIENTIFIC COMPANY, LLC (Fiberboard Box Manufacturer)	Offered sodium peroxide, corrosive solid, toxic, n.o.s., and aniline in combination packaging marked as meeting a UN standard even though it was not closed as specified in the design qualification test report; offered bromine in an unauthorized packaging because of failure to submit the inner packages for testing and certification; offered chloroform accompanied by a shipping paper that incorrectly listed the material as meeting the limited quantity exception and with a shipper's certification that was signed by a former employee. [173.22(a)(2), 173.202(a), 173.211(a), 178.602(a), 173.22(a)(2), 173.226, 172.203(b), 172.204(d)(1), 173.153(b)] Case No. 03-368-BM-EA	\$11,670
FISHER SCIENTIFIC COMPANY, LLC (Shipper)	Offered sodium hydroxide solution in an intermediate bulk container marked as meeting a UN standard, when it had not been retested, thereby creating an unauthorized bulk packaging; offered sodium peroxide, corrosive solid, toxic, n.o.s., and aniline in combination packaging marked as meeting a UN standard even though it was not closed as specified in the design qualification test report. [173.22(a)(2), 173.35(a), 180.352, 173.22(a)(2), 173.202(a), 173.211(a), 178.602(a)] Case No. 03-370-SIBC-EA	\$7,150
FLUSHING HOSPITAL MEDICAL CENTER (Shipper)	Offered regulated medical waste, purportedly under the terms of a DOT exemption, when free liquids and sharps were placed in film bags that failed to contain their contents because the bags had not been closed as required, and because the packages were not marked with the name and address of the hospital. [173.22(a)(2), DOT-E 10833-Paragraphs 7.a.(3), 7.b.(2)(ii), 7.d.(7), 8.b] Case No. 02-373-SBG-EA	\$5,000

Company	SUMMARY	Amount
FMC CORPORATION (Shipper)	Offered flammable liquid, n.o.s. (containing toluene), in unauthorized packaging that was tested for solids but not for liquids; offered hazardous materials in portable tanks when the required periodic retesting had not been conducted. [173.22(a)(2), 173.202(a) and (c), 173.32(a)(1), 180.605(a) and (c)] Case No. 02-077-SD-EA	\$18,620
FMC CORPORATION (Shipper)	Filled and offered pyrethroid pesticide, liquid, toxic, flammable (containing cypermethrin 30.6% and xylene), in UN-certified packaging that was not tested using replacement closure devices; failed to close UN standard packaging in accordance with the manufacturer's closure notification. [173.22(a)(2), 178.601(g)(5)(i), 173.22(a)(2) and (4), 173.24(f)(2)] Case No. 02-266-SD-SO	\$11,400
FPPF CHEMICAL COMPANY, INC. (Shipper)	Offered corrosive liquid, n.o.s. (containing sodium hydroxide) in packaging that contained more weight in it than the maximum certified weight; failed to provide recurrent function-specific employee training, or create and retain records of training testing. [173.22(a)(2), 173.24(b)(2), 173.203(a), 172.702(b), 172.704(a)(2), 172.704(c)(2) and (d)] Case No. 02-360-SB-EA	\$2,670
GABEL'S COSMETICS, INC. (Shipper)	Offered acetone and flammable liquids, n.o.s., in unauthorized, non-UN-standard packaging; failed to register with RSPA; offered the same materials in fiberboard boxes that were not marked with orientation arrows on opposing sides of the box; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.202, 107.601(a)(5), 107.608, 173.312(a)(2), 172.702(b), 172.704(a) and (d)] Case No. 01-199-SB-WE	\$5,000
GDB INTERNATIONAL, INC. (Shipper)	Offered by vessel dichloromethane in one-gallon pails, paint in aerosol cans, and oil-based paints in one gallon cans, when the materials were not declared as hazardous materials on the shipping documents and the packages were not marked or labeled as containing hazardous materials, thereby creating an undeclared shipment. [172.200(a), 172.201, 172.301(a), 172.400(a)] Case No. 02-188-SB-WE	\$13,400



Company	SUMMARY	Amount
GE SPECIALTY MATERIALS, LLC (Fiberboard Box Manufacturer/Shipper)	Represented, marked, and certified packaging as meeting the UN4G/Y3.2/S standard, when they were never subjected to design qualification testing, and packaging as meeting the UN4G/Y4.5/S standard, when period retesting was never conducted; offered hexane by air in unauthorized, non-UN-standard non-bulk packaging; offered adhesives in intermediate bulk containers and portable tanks marked as meeting the DOT 57 specification, when such containers had not been retested at the required intervals and when records of testing were not maintained; represented, marked, and certified fiberboard packaging as meeting the UN4G/Y4.5/S standard, when they had been marked with the symbol of an approval agency without that agency's permission or knowledge. [178.2(b), 178.601(d) and (e), 173.22(a)(2), 173.202, 173.22(a)(2), 173.32(a), 180.352(a) and (b), 180.605(a), (c)(3), and (l), 178.503(a)(8)] Case No. 02-628-BMS-EA	\$15,340
GENERAL DYNAMICS ARMAMENT & TECHNICAL PRODUCTS, INC. (Shipper)	Offered sodium nitrate, 5.1, in unauthorized, non-UN standard, non-bulk packaging. [173.22(a)(2), 173.213] Case No. 02-607-SBG-EA	\$1,925
GENERAL STEEL DRUM CORPORATION (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon steel drums as meeting the UN/1A1/X1.8/300 and UN/1A2/Y1.5/150 standards that were not capable of passing the drop or hydrostatic tests. [178.2(b), 178.601(a) and (b)] Case No. 02-276-DM-SO	\$10,300
GERSAN FIRE TECHNOLOGY (Cylinder Retester)	Failed to provide employee; marked DOT specification cylinders as successfully retested without holding a retester's identification number; failed to maintain records of hydrostatic retest. [172.702(b), 172.704(a), 173.34(e)(2)(i), 173.34(e)(8)] Case No. 01-382-CR-EA	\$3,980

Company	SUMMARY	Amount
GM SPECIALTIES, INC. (Shipper)	Offered compounds, cleaning, liquid (containing phosphoric acid), in unauthorized, non-UN-standard packaging that was not leak-tested for reuse and not marked as leak-tested; failed to perform all functions necessary to bring a UN standard package into compliance; failed to register with RSPA. [173.28(b)(2)(i) and (ii), 178.604(b)(ii), 173.202(c), 173.22(a)(2) and (4), 173.202(a), 107.601(a)(6)] Case No. 01-609-SDB-EA	\$5,000
GOLDEN STAR (USA) GROUP/A.S.G. ENTERPRISES, INC. (Shipper)	Offered cigarette lighters containing flammable gas that were forbidden to be transported because they and their inner packaging had not been examined and approved; offered them accompanied by a shipping paper (1) on which the shipper's certification was not signed, (2) that listed a 24-hour emergency response telephone number that was not monitored by a person offering the material or an agency accepting responsibility, and (3) that did not list a DOT approval number for the lighters. [173.21(i), 172.204(d), 172.604(b), 172.102–Special Approval N10] Case No. 01-192-SB-WE	\$6,100
GOLDEN STAR (USA) GROUP/A.S.G. ENTERPRISES, INC. (Shipper)	Imported into the United States cigarette lighters containing flammable gas without providing the shipper with timely and complete information as to the requirements of the regulations that would apply to the shipment within the United States; failed to provide employee training, or create and retain records of training testing. [171.12(a), 172.702(b), 172.704(a) and (d)] Case No. 01-196-SB-WE	\$3,860
GREIF BROS. CANADA, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon drums as meeting a UN standard, when each drum was not capable of passing the drop test and hydrostatic pressure test. [173.24(d)(2), 178.2(a), 178.601(b), 178.603, 178.605] Case No. 01-375-FDM-EA	\$7,500
GRUPO ZAPATA (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold metal pails as meeting the UN1A1 standard that were not capable of passing the drop test. [173.24(b) and (d), 178.601(b), 178.603] Case No. 03-206-FDM-SW	\$7,875

Company	SUMMARY	Amount
H&M PRECISION PRODUCTS, INC. (Shipper)	Offered flammable liquids, n.o.s., in packages that were not labeled; offered the same material in UN standard packaging that was not in accordance with the manufacturer's closure notification; failed to provide general awareness and function-specific employee training. [172.400(a), 173.22(a)(4), 172.24(f)(2), 172.702(b), 172.704(a)(1) and (2)] Case No. 02-501-SD-SW	\$6,375
HACKENSACK UNIVERSITY MEDICAL CENTER, INC. (Shipper)	Offered regulated medical waste (1) in plastic film bags not closed properly, (2) with free-flowing liquids in plastic film bags, (3) with sharps in plastic film bags, and (4) when the plastic film bags were not durably marked or tagged with name, city, state of the offeror and (5) the bags exceeded the allowable weight. [173.22(a)(2)(v), 173.197(a)] Case No. 02-605-SBG-EA	\$6,125
HACKENSACK UNIVERSITY MEDICAL CENTER, INC. (Shipper)	Offered regulated medical waste, purportedly under the terms of a DOT exemption, when (1) plastic film bags failed to contain their contents because they were not closed properly, (2) free-flowing liquids were in present in plastic film bags, (3) sharps were placed in plastic film bags, (4) plastic film bags were not durably marked or tagged with the name, city, and state of the offeror, and (5) regulated medical waste in plastic film bags exceeded the allowable weight. [173.22(a)(2)(v), 173.197(a), DOT-E 10818-Paragraphs 7.a.(3) and (6), 7.b.(2), 7.d.(6) and (7)] Case No. 02-619-SBG-EA	\$6,125
HAMIN INTERNATIONAL (Shipper)	Failed to provide employee training, or create and retain records of training testing. [172.702(b), 172.704(a) and (d)] Case No. 01-159-SC-WE	\$750
HARCROS CHEMICALS, INC. (Shipper)	Offered hydrochloric acid in a previously used plastic drum without testing the drum for leakproofness before reuse. [173.28(b)(2)] Case No. 03-232-SD-SW	\$4,500
HCA, INC. D/B/A HENDERSONVILLE MEDICAL CENTER (Shipper)	Offered regulated medical waste in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.134(b)(4)(ii), 173.197] Case No. 02-258-SD-SO	\$3,500

Company	SUMMARY	Amount
E. HERNANDEZ D/B/A HERNCO FABRICATION & SERVICES (Cargo Tank Manufacturer)	Manufactured, marked, certified, and sold a cargo tank as meeting the terms and conditions of a DOT exemption without being a holder of or party to that exemption and without performing the required design qualification testing. [171.2(f)(1), DOT-E 9092] Case No. 01-023-CTM-HQ	\$3,300
HIGH-PURE RARE EARTHS, INC. (Shipper)	Imported into the United States magnesium, 4.1, without providing the shipper and the forwarding agent with timely and complete information on the applicable requirements of the regulations that would apply to the shipment within the United States; failed to provide employee training, or create and retain records of training testing. [171.12(a), 172.702(b), 172.704(a) and (d)] Case No. 02-087-SIBC-EA	\$5,000
HJB, INC. D/B/A CONTINENTAL CHEMICAL CO. (Shipper)	Offered sodium hydroxide in two different unauthorized non-UN-standard packaging; offered hazardous materials accompanied by a shipping paper that listed the 24-hour emergency response telephone number of a company not responsible for providing detailed emergency response information; offered hazardous materials in non-bulk packaging not marked with the proper shipping name and UN identification number; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.24(c)(1), 173.202, 172.604(a) and (b), 172.301(a), 172.702(b), 172.704(a) and (d)] Case No. 03-210-SD-SW	\$10,740
HOLY REDEEMER HOSPITAL & MEDICAL CENTER, INC. (Shipper)	Offered regulated medical waste, 6.2, in packages that did not comply with a DOT exemptions because they (1) were not closed, (2) contained sharps and sharps containers, (3) contained liquid that was not absorbed, and (4) were not marked with the shipper's name and address; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.197, DOT-E 11686–Paragraphs 7 and 8, 172.702(b), 172.704(a) and (d)] Case No. 02-398-SBG-EA	\$6,320
HONSON MARKETING GROUP, INC. (Shipper)	Offered lighters containing compressed gas in non-specification, non-standard outer packaging marked as meeting the UN standard for such packaging; failed to register with RSPA. [173.21(i), 173.308, 107.601(e), 107.608, 107.612] Case No. 00-191-SB-EA	\$6,000

Company	SUMMARY	Amount
R. V. HOPKINS, INC. (Drum Reconditioner)	Represented, marked, and certified reconditioned steel drums as 17E drums when the drum had not been originally manufactured to any DOT specification; failed to provide employee training. [178.116-6(a) and 10(a) (under the old regulations), 172.702(b), 172.704(a)] Case No. 94-168-DR-CE	\$5,400
INDIAN FIRE AND SAFETY, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values prior to testing, and conducting testing when the accuracy of the pressure-indicating device could not be verified within one percent of test pressure and the accuracy of the expansion-indicating device could not be verified within one percent of the total expansion of each cylinder tested or one cubic centimeter, whichever is larger; after equipment malfunction, repeated the hydrostatic retest at the same pressure, rather than 10 percent or 100 psi higher (whichever is lower); failed to calculate the average or maximum wall stress for cylinders being marked with a "plus" mark; failed to maintain current copies of applicable exemptions at the retest facility; failed to provide function-specific employee training. [173.34(e)(4)(iii) and (iv), 173.34(e)(4)(v), 173.302(c) and (c)(5), 173.34(e)(2)(v)(B), 172.704(a)(2)] Case No. 02-216-CR-SW	\$5,000
INDIANAPOLIS WELDING SUPPLY, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values; failed to provide employee training, or create and retain records of training testing; failed to maintain complete records of calibration, reinspection, and retest. [173.34(e)(4)(iii) and (iv), 172.702(b), 172.704(a), 173.34(e)(8)(ii)] Case No. 02-111-CRS-CE	\$5,000
INDUSTRIAL & TRANSPORTATION DETERGENTS, INC. (Shipper)	Offered corrosive solids, n.o.s. (containing sodium hydroxide), in non-UN-standard packaging. [173.22(a)(2), 173.24(c)(1)] Case No. 01-222-SB-SW	\$4,500

Company	SUMMARY	Amount
INDUSTRIAL CHEMICAL & SCIENTIFIC CO., INC. (Shipper)	Offered nitric acid in plastic 15-gallon drums that were not authorized for this material, were not properly closed, and for which function-specific employee training had not been provided; offered sodium hypochlorite in plastic jerricans that were not properly closed and for which function-specific employee training was not provided; failed to register with RSPA; offered nitric acid accompanied by a shipping papers without a signed shipper's certification. [173.22(a)(2) and (4), 172.702(b), 172.704(a)(2), 173.22(a)(4), 172.702(b), 172.704(a)(2), 107.608(b), 107.612(b), 172.204(a)] Case No. 03-234-SD-SW	\$8,625
INTERCONTINENTAL CHEMICAL SERVICES, INC. (Shipper)	Offered sodium nitrate, 5.1, in unauthorized packaging. [173.24(b) and (d), 173.213(c)] Case No. 03-081-SBG-EA	\$4,950
INTERNATIONAL FLAVORS AND FRAGRANCES, INC. (Shipper)	Offered toxic liquid, flammable, organic, n.o.s. (2-methyl-3-furnathiol), inhalation hazard, zone A, packaged in a package not authorized for the material. [173.22(a)(2), 173.226] Case No. 03-095-SB-EA	\$7,400
INTERNATIONAL GASES & CRYOGENICS D/B/A ALLIANCE GAS PRODUCTS (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within one percent and/or failed to perform hydrostatic testing at the minimum test pressure; after equipment failure, repeated the retest at the same pressure, rather than 10 percent or 100 psi higher (whichever is lower). [173.34(e)(4) and (e)(4)(v), 173.34(e)(4)(v)] Case No. 01-184-CR-WE	\$2,800
INTERSTATE CHEMICAL COMPANY, INC. (Shipper)	Offered sulfuric acid in non-UN standard packaging using an exemption that had expired, therefore an unauthorized non-UN-standard packaging; represented and certified intermediate bulk containers marked as meeting a UN standard, when retest and inspection records were not complete. [173.22(a)(2), 173.22a(b), 173.35(a), 180.352(f)] Case No. 03-204-SDIBC-SW	\$2,470
ISLAND FIRE AND SAFETY EQUIPMENT, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values; failed to properly record calibration results. [173.34(e)(4)(iv), 173.34(e)(8)(ii)(A)] Case No. 01-247-CR-SW	\$1,800

Company	SUMMARY	Amount
ITEC CORPORATION (Shipper)	Offered potassium hydroxide solution and sodium hydroxide in unauthorized, non-standard packaging; failed to provide employee training, or create and retain records of training testing; failed to follow the manufacturer's closure instructions for closing packaging. [171.14(a)(2), 173.154, 173.202(b), 173.212(b), 172.702(b), 172.704(a) and (d), 173.24(f)(2), 173.22(a)(4)] Case No. 00-204-SB-SW	\$7,500
ITW DYMON (Shipper)	Offered a consumer commodity, ORM-D, in aerosol cans that were not subjected to the required hot water bath immersion testing, thus failing to bring the internal pressure equivalent to a pressure reached at 131 degrees F without evidence of leakage or permanent deformation; failed to provide recurrent employee training, or create and retain records of training testing. [173.306(a)(3)(v), 172.702(b), 172.704(c)(2) and (d)] Case No. 02-507-SC-SW	\$3,640
IWATANI INTERNATIONAL CORPORATION OF AMERICA (Shipper)	Offered cigarette lighters containing flammable gas when the design of the devices and their inner packaging had not been examined and approved as required, thus making them forbidden for transportation; failed to provide employee training, or create and retain records of training testing. [172.102–Special Provision N10, 173.21(i), 172.702(b), 172.704(a) and (d)] Case No. 01-155-SB-WE	\$5,000
J & T SYSTEMS, INC. (Cylinder Retester)	Failed to verify the accuracy of the retest equipment to within one percent and failed to maintain records of calibration; failed to have a current retester's identification number; failed to provide function-specific employee training, or create and retain records of training testing. [173.34(e)(4)(iii), 173.34(e)(8)(ii)(A), 173.34(e)(2)(i), 172.702(b), 172.704(a)(2) and (d)] Case No. 02-148-CR-CE	\$5,200
JAMAICA HOSPITAL MEDICAL CENTER (Shipper)	Offered regulated medical waste, in plastic film bags that were not properly sealed and some of which did not list the name, city and state location of the offeror. [173.22(a)(2), 173.24(f)(1)(ii)] Case No. 02-383-SBG-EA	\$5,000

Company	SUMMARY	Amount
JEROME FIRE EQUIPMENT CO., INC. (Cylinder Retester)	Failed to ensure that the test equipment was accurate to within one percent of each cylinder's test pressure; failed to maintain accurate records of reinspection and retest. [173.34(e)(4)(iii)(A), 173.34(e)(8)(ii)] Case No. 00-100-CR-EA	\$4,000
JIANGXI MACHINERY & EQUIPMENT (Shipper)	Offered fireworks, 1.3G, described as display shells when the EX approval entered on the shipping paper had been issued to a different company for a similar item and the fireworks offered had not been examined, classed, or approved, thus making them unapproved explosives (two counts). [173.51(a), 173.54(a), 173.56] Case No. 01-024-FSE-HQ	\$20,000
JOHNSON MATTHEY CATALOG CO., INC. D/B/A ALFA AESAR (Shipper)	Offered three different Packing Group I materials--trifluoroacetic acid, carbon disulfide, and ethylene chlorohydrin--in outer packaging not authorized for these materials and, with respect to ethylene chlorohydrin, the inner packaging or packing system was also not authorized. [173.22(a)(2), 173.201, 173.227] Case No. 03-074-SD-EA	\$9,900
N. JONAS & COMPANY, INC. (Shipper)	Offered dichloroisocyanuric acid, dry, in unauthorized non-UN-standard packaging; failed to provide function-specific employee training. [173.22(a), 173.24(c), 173.212(a), 172.702(b), 172.704(a)(2)] Case No. 03-094-SB-EA	\$4,500
PAYNE JONES FIRE EXTINGUISHER COMPANY, INC. (Cylinder Retester)	Failed to maintain complete cylinder calibration and retest records; failed to maintain current copies of the regulations and applicable CGA pamphlets at the retest facility; failed to perform proper visual inspections of cylinders; failed to provide recurrent employee training, or create and retain records of training testing. [173.34(e)(1), 173.34(e)(8)(ii)(A) and (B), 173.34(e)(1), 173.34(e)(2)(v)(A) and (C), 173.34(e)(1) and (3), CGA Pamphlets C-6 and C-6.1, 172.702(b), 172.704(a), 172.704(c)(2), 172.704(d)] Case No. 99-342-CR-EA	\$3,000



Company	SUMMARY	Amount
K-CHEMICALS, INC. (Shipper)	Offered compounds, cleaning, liquid, 8, in unauthorized, non-UN-standard combination packaging; failed to mark five-gallon plastic pails with the proper shipping name and UN identification number; offered the materials accompanied by a shipping paper that did not list the proper shipping name and UN identification number, and listed a 24-hour emergency response telephone number that was not monitored at all times the hazardous materials were in transportation. [173.22(a)(2), 173.202, 173.301(a), 172.202(a)(1), 172.604(a)] Case No. 01-261-SB-SO	\$8,641
KEARNY STEEL CONTAINER CORPORATION (Drum Reconditioner)	Represented, marked, certified, and sold 55-gallon open-head steel drums as meeting the UN1A2 standard when design qualification test was not performed as prescribed; failed to maintain complete records of employee training and testing. [178.2(b), 178.601(d), 178.603, 178.604, 178.605, 178.606, 172.704(d)] Case No. 01-092-DR-EA	\$10,500
KEARNY STEEL CONTAINER CORPORATION (Drum Reconditioner)	Represented, marked, certified, sold and offered 55-gallon steel drums as meeting the UN1A2/Y1.2/100 standard, when the drums were not capable of passing the drop, leakproofness, and hydrostatic pressure tests. [178.2(b), 178.601(b), 178.603, 178.604, 178.605] Case No. 02-099-DR-EA	\$6,000
KEMCO-HUNTER CHEMICAL COMPANY (Shipper)	Offered corrosive solid, basic, inorganic, n.o.s. (containing sodium hydroxide), in unauthorized non-UN-standard packaging. [173.22(a)(2), 173.212(a)] Case No. 01-219-SD-SW	\$6,000
KESCO, INC. (Shipper)	Offered ammonium nitrate-fuel oil mixture (blasting agent, type B), 1.5D, under the terms of an exemption without obtaining party status to the exemption, thereby, creating an unauthorized packaging. [173.62–Packaging Instructions 116 and 117, 178.521] Case No. 02-005-SE-HQ	\$4,200
KOETTER FIRE EQUIPMENT (Cylinder Retester)	Failed to verify the retest equipment to an accuracy within one percent or within 500 psi of the retest pressure. [173.34(e)(4)(iii) and (iv)] Case No. 02-510-CR-SW	\$3,200

Company	SUMMARY	Amount
KOREA AEROSOL CO., LTD. (Shipper)	Offered receptacles, small, containing gas (gas cartridges), when the aerosol containers were not marked as meeting the DOT-2P or DOT-2Q specification. [173.304(d)(3)(ii)] Case No. 01-164-FSC-WE	\$5,500
KOREA HYDRO & NUCLEAR POWER CO., LTD. (Shipper)	Offered and transported radioactive material, uranium hexafluoride, when it failed to declare the shipment as hazardous material on shipping documents, and it failed to mark or label packages; failed to register in writing with the U.S. DOT Office of Hazardous Materials Technology as a user of Certificate of Competent Authority USA/0411/H (U)-96. [171.12(d), TS-R-1--Paragraphs 502(a), 535, 538, 541, 542, 543, 549, and 550, 171.12(d), TS-R-1--Paragraph 561 and USA/0411/H (U)-96] Case No. 03-015-FRMS-HQ	\$17,500
H. KREVIT & COMPANY, INC. (Shipper)	Filled and caused to be offered hypochlorite solution, in out-of-test and, therefore, unauthorized intermediate bulk containers. [173.240(d), 180.352(a) and (b)] Case No. 01-601-SIBC-EA	\$3,400
LA-MAR-KA, INC. (Shipper)	Offered corrosive liquid, n.o.s. (containing hydrochloric and nitric acids), in an un-authorized non-UN-standard packaging. [173.22(a)(2), 173.202] Case No. 03-217-SD-SW	\$5,250
LAMBERTI CHEMICAL SPECIALTIES D/B/A LAMBERTI USA, INC. (Shipper)	Offered an environmentally hazardous substance, solid, n.o.s., 9, in UN standard packages that were rendered unauthorized when they were filled in excess of their maximum authorized gross mass. [173.24(b), 173.213(a)] Case No. 03-097-FSD-EA	\$2,100
LASER LIGHTER COMPANY (Shipper)	Offered lighters containing flammable gas in unauthorized non-UN standard outer packaging; offered butane that was improperly described on the accompanying shipping paper and marked on the outer packaging as "lighter refills." [172.102(c)(5)–Special Provision N10, 173.22(a)(2), Approval No. T-0478, 172.202(a)(1), 172.301(a)(1)] Case No. 01-265-SB-SO	\$4,000

Company	SUMMARY	Amount
LEISURE TIME PRODUCTS, INC. (Shipper)	Offered lighters, containing flammable gas, when they and their packaging had not been examined, classed, or approved; offered lighters accompanied by a shipping paper that failed to properly list the lighter approval number; failed to mark outer packaging to indicate the number of devices within; offered lighters while failing to inform hazardous materials employees of specific requirements for shipping them or similar devices charged with fuel. [173.21(i), 177.801, 172.102(b)(5) and (c)(5)–Special Provision N10, 173.308(b), 172.105(c)(5)–Special Provision N10, 173.308(b), 173.308(b)] Case No. 02-517-SB-SW	\$6,700
LERRO PRODUCTS, INC. (Shipper)	Offered corrosive liquid in unauthorized packaging; offered corrosive liquid in unauthorized DOT Specification 34 drums; offered the material accompanied by a shipping paper that did not (1) identify it, (2) properly describe it, (3) contain a signed shipper’s certification, (4) include a proper basic description, or (5) list the technical name of the material; failed to mark the package with the proper shipping name and UN identification number; failed to label the package; failed to register with RSPA. [173.22(a)(2), 173.202(b), 173.22(a)(2), 173.202(c), 172.201(a)(4), 172.202(a) and (d), 172.204(d), 172.301(a), 172.304(a)(1), 172.400(b), 172.442, 107.601(e), 107.608(b), 107.612] Case No. 98-064-SBP-EA	\$4,800
LOCTITE CORPORATION (Shipper)	Offered amines, liquid, n.o.s., (diethylenetriamine), 8, in unauthorized, non-UN-standard, non-bulk packaging. [173.22(a)(2), 173.202(a)] Case No. 03-070-SB-EA	\$5,600
LOOE KEY REEF RESORT AND DIVE CENTER (Cylinder Retester)	Marked an unauthorized retester’s identification number on cylinders; failed to provide employee training, or create and retain records of training testing. [173.34(e)(2)(i), 172.702(b), 172.704(a) and (d)] Case No. 02-253-CR-SO	\$6,525

Company	SUMMARY	Amount
LUCKY SALES, INC. (Shipper)	Imported into the United States cigarette lighters containing flammable gas without providing timely and complete information about the requirements of the regulations that would apply to the shipment within the United States; failed to provide function-specific training, or create and retain records of training testing. [171.12(a), 172.702(b), 172.704(a)(2) and (d)] Case No. 01-191-SB-WE	\$4,800
LUTHERAN MEDICAL CENTER (Shipper)	Offered regulated medical waste, 6.2, in packaging marked as meeting a DOT exemption, when the packaging was not properly closed allowing a release of hazardous material, thereby not complying with the requirements of that exemption and thus creating unauthorized packaging. [173.22(a)(2), 173.24(b)(1) and (f)] Case No. 02-379-SBG-EA	\$5,700
MAAN SHYANG BATTER ENTERPRISE CO., LTD. (Fiberboard Box Manufacturer/Shipper)	Represented, marked, and certified fiberboard boxes as meeting the UN4G/Y10/S standard, when no design qualification testing was conducted after four different designs were changed; offered battery fluid acid, (packaged with electric storage battery, dry) in unauthorized non-UN standard packaging. [178.601(d) and (e), 178.603, 178.606, 172.101–Special Provision N6, 173.22(a)(2), 173.159(g) and (h)] Case No. 02-366-FBMS-EA	\$19,888
MAINTENANCE WAREHOUSE AMERICA CORPORATION (Shipper)	Offered corrosive solid, basic, inorganic, n.o.s. (containing sodium hydroxide), in unauthorized, non-UN-standard packaging; offered it accompanied by a shipping paper that ailed to include a 24-hour emergency response telephone number and the technical name in parentheses in association with the proper shipping name. [173.22(a)(2), 173.24, 173.212(a), 172.604(a), 172.203(k)] Case No. 01-218-SD-SW	\$4,000
MARTIN TRANSPORTATION, INC. (Motor Carrier)	Accepted and transported compressed natural gas, 2.1, in unauthorized DOT specification packaging. [173.302(a)(1) and (3), 177.801] Case No. 02-505-CAR-SW	\$4,000

Company	SUMMARY	Amount
MARX BROTHERS FIRE EXTINGUISHER COMPANY, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within one percent, and performed tests with a pressure-indicating device that could not be read to within an accuracy of one percent of the minimum test pressure; failed to remark aluminum exemption cylinders as DOT 3AL; failed to provide function-specific employee training. [173.34(e)(4)(iii) and (iv), 173.23(c), 172.702(b), 172.704(a)(2)] Case No. 01-187-CR-WE	\$6,000
MEDWASTE MANAGEMENT, INC. OF NEW ENGLAND (Shipper)	Offered regulated medical waste in packages that were not properly closed and, therefore, were unauthorized for transportation in commerce. [173.22(a)(2), 173.24(b)(1)] Case No. 01-641-SB-EA	\$2,500
MEDWASTE MANAGEMENT, INC. OF NEW ENGLAND (Shipper)	Offered regulated medical waste in packages that were not properly closed. [173.22(a)(2), 173.24(f)(1)(ii)] Case No. 02-601-SB-EA	\$2,500
MESSER-GREISHEIM INDUSTRIES, INC. (Cylinder Retester)	Failed to verify the accuracy of the retesting equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values. [173.34(e)(4)(iii) and (iv)] Case No. 01-394-CR-EA	\$3,400
MEYER STEEL DRUM, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold new steel drums as meeting the UN1A2 standard when the drums were not capable of passing the drop and hydrostatic tests. [178.601(b), 178.603, 178.605] Case No. 01-122-DM-CE	\$7,200
MID AMERICA CHEMICAL, INC. (Shipper)	Offered sodium hydroxide in an intermediate bulk container that had not been retested as required; failed to follow the manufacturer's closing instructions for closing UN standard packaging; offered hazardous materials accompanied by a shipping paper that did not list the packing group; failed to provide function-specific employee training, or create and retain records of training testing. [180.352(a), 180.352(b)(1) and (2), 173.22(a)(4), 173.24(f)(2), 172.202(a)(4), 172.702(b), 172.704(a)(2), 172.704(d)] Case No. 00-229-SIBC-SW	\$3,700

Company	SUMMARY	Amount
MINGO SALES & SERVICE CO., INC. (Shipper)	Offered sodium hydroxide solution in unauthorized packaging; failed to close packages in accordance with the manufacturer's closure notification; offered sodium hydroxide solution without a hazardous materials shipping paper; failed to mark proper shipping name and UN identification number and affixed non-conforming hazard warning labels to them; failed to provide employee training. [173.28(b)(7), 173.22(a)(4), 173.24(f), 172.200(a), 172.201(a), 172.202(a), 172.604(a), 172.301(a), 172.407(c), 172.702(b), 172.704(a)] Case No. 01-229-SD-SW	\$6,000
MONA INDUSTRIES, INC. (Fiberboard Box Manufacturer/Shipper)	Represented, marked, and certified an outer fiberboard box as meeting the UN4G/Z6.4/S standard, when the required design qualification testing had not been conducted; offered corrosive liquid, basic, organic, n.o.s., accompanied by a shipping paper that (1) did not include the proper technical name for the material, (2) included additional information before the basic shipping description, and (3) contained an incorrect abbreviation for "pounds." [178.601(d), 172.201(a)(4), 172.202(c), 172.203(k)] Case No. 02-368-BMS-EA	\$4,750
J. F. MORAN CO., INC. D/B/A J. F. MORAN TRUCKING CO. (Motor Carrier)	Accepted and transported lighters (containing flammable gas) in unauthorized non-UN-standard packaging; accepted and transported them without a proper shipping paper or the required emergency response information; accepted and transported lighters that were not properly labeled; failed to provide recurrent employee training, or create and retain records of training testing. [172.101–Special Provision N10, 173.21(a), 173.25, 177.801, 172.200(a), 172.201, 172.202, 172.600, 172.604, 177.817(a), 172.406(a)(1)(ii), 173.25(a)(2), 177.801, 172.702(b), 172.704(c)(2), 172.704(d), 177.800(c)] Case No. 01-608-CB-EA	\$7,390
MORGAN BROTHERS BAG CO., INC. (Fiber Bag Manufacturer)	Manufactured, marked, certified, and sold fiber bags as meeting the UN5M2/Y24/S standard, when design qualification testing was not performed and written records were not maintained; failed to provide written closure instructions; failed to provide employee training, or create and retain records of training testing. [178.2(b)(2), 178.601(d) and (l), 178.2(c)(1), 172.702(b), 172.704(a) and (d)] Case No. 00-374-BGM-EA	\$9,600

Company	SUMMARY	Amount
MORRIS HOSPITAL (Shipper)	Offered regulated medical waste, 6.2, in unauthorized UN standard packaging; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.134(b)(4)(ii), 172.702(b), 172.704(a) and (d)] Case No. 02-139-SB-EA	\$6,000
MUNSTER MEDICAL RESEARCH FOUNDATION, INC. (Shipper)	Offered regulated medical waste, 6.2, purportedly under the terms of a DOT exemption, when the intermediate packages were not properly closed; failed to provide general awareness and function-specific employee training, or create and retain records of training testing; failed to provide proper shipping description on the shipping paper. [178.2(b)(2), DOT-E 11185-Paragraph 7.b.(2), 172.702(b), 172.704(a)(1) and (2), 172.704(d), 172.200(a)] Case No. 03-101-SIBC-CE	\$5,750
NAC KAZATOPROM (Shipper)	Offered radioactive material, Type A package, fissile, when the quantity of fissile material allowed by the Certificate of Competent Authority for shipments into the United States was exceeded; failed to label packages with the Criticality Safety Index label; failed to register with the U.S. Competent Authority as a user of fissile packaging for import into the United States. [171.12(d), 173.473(d), 171.12(d), TS-R-1--Paragraph 541, 171.12(d), 173.473(a)(2)] Case No. 02-026-FRMS-HQ	\$19,600
NATIONAL PACKAGING SERVICES, INC. (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold partially-assembled fiberboard boxes as meeting the UN 4G standard, when they were closed with two-inch plastic tape and not three-inch reinforced paper tape, as tested. [173.24(b)(2), 178.2(b)(2)] Case No. 01-132-BM-CE	\$4,800
NAZARETH HOSPITAL (Shipper)	Offered regulated medical waste, 6.2, (1) when the packaging was not properly closed, (2) when a sharp object punctured the packaging, (3) when free-flowing liquids packaged in rigid containers (test tubes and a plastic bottle containing clear fluid) were not properly separated from the regulated medical waste, and (4) when the packaging was not marked with the name and address of the shipper; failed to provide function-specific employee training. [173.22(a)(2)(v), DOT-E 11686-Paragraphs 7.a., 7.b.(2)(ii), 7.d.(7), 8.b., 172.702(b), 172.704(a)(2), DOT-E 11686-Paragraph 11.b.] Case No. 02-371-SBG-EA	\$6,685

Company	SUMMARY	Amount
NEODANE CHEMICAL COMPANY (Shipper)	Offered corrosive liquids, toxic, n.o.s. (containing sulfuric and hydrofluoric acid) in non-UN-standard packaging; failed to provide recurrent employee training. [173.22(a)(2), 173.24(c) and (d)(1), 172.702(b), 172.704(c)(2)] Case No. 03-171-SD-WE	\$4,310
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION (Shipper)	Offered regulated medical waste under the terms of a DOT exemption when free liquids has been placed in plastic film bags and the bags failed to contain their contents during transportation because the bags had not been closed as required. [173.22(a)(2), DOT-E 10833–Paragraphs 7.a.(3) and 7.d.(7)] Case No. 02-078-SBG-EA	\$14,141
NEW YORK CITY HEALTH & HOSPITALS CORPORATION D/B/A CONEY ISLAND HOSPITAL (Shipper)	Offered regulated medical waste, purportedly under the terms of a DOT exemption, when plastic film bags had not been closed as required and sharps had been placed in plastic film bags (rather than in rigid non-bulk packaging that was separated from plastic film bags). [173.22(a)(2), DOT-E 10833–Paragraph 7.a.(6)] Case No. 02-380-SBG-EA	\$14,000
NEW YORK CITY HEALTH & HOSPITALS CORPORATION D/B/A ELMHURST HOSPITAL CENTER (Shipper)	Offered regulated medical waste, purportedly under terms of a DOT exemption, when some plastic film bags had not been closed as required and some plastic film bags were not marked as required and did not meet the ASTM tests for tear and impact resistance. [173.22(a)(2), DOT-E 10833–Paragraphs 7.b.(2) and 7.d.(7)] Case No. 02-384-SBG-EA	\$10,500
NEW YORK CITY HEALTH & HOSPITALS CORPORATION D/B/A KINGS COUNTRY HOSPITAL CENTER (Shipper)	Offered regulated medical waste, purportedly under the terms of a DOT exemption, when free liquids had been placed in plastic film bags and the plastic film bags failed to contain their contents during transportation because they had not been closed as required. [173.22(a)(2), DOT-E 10888–Paragraphs 7.a.(3) and 7.d.(7)] Case No. 02-066-SBG-EA	\$14,000



Company	SUMMARY	Amount
NEW YORK CITY HEALTH & HOSPITALS CORPORATION D/B/A METROPOLITAN HOSPITAL (Shipper)	Offered regulated medical waste, purportedly under terms of a DOT exemption, when rigid inner packages were not separated from plastic film bags inside the roll-on/roll-off container and plastic film bags failed to contain their contents during transportation because the bags had not been closed as required. [173.22(a)(2), DOT-E 10833–Paragraphs 7.a.(2), 7.d.(7) and (8)] Case No. 02-092-SBG-EA	\$14,140
NEW YORK CITY HEALTH & HOSPITALS CORPORATION D/B/A NORTH CENTRAL BRONX HOSPITAL (Shipper)	Offered regulated medical waste, purportedly under the terms of a DOT exemption, when free liquids had been placed in plastic film bags and they failed to contain their contents during transportation because the bags had not been closed as required. [173.22(a)(2), DOT-E 10833–Paragraphs 7.a.(3), 7.d.(7)] Case No. 02-096-SBG-EA	\$14,319
NEWPORT NEWS SHIPPING AND DRY DOCK COMPANY (Cylinder Retester)	Failed to verify the accuracy of the pressure-indicating device to within one percent for pressures within 500 psi of actual test pressure; offered nitrogen, compressed, in packaging not properly marked; failed to provide function specific employee training and recurrent general awareness and function-specific employee training. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 172.302(a)(3), 172.702(b), 172.704(a)(2) and (c)(2)] Case No. 02-372-CRS-EA	\$4,500
NORCHEM CORPORATION (Shipper)	Offered potassium hydroxide solution in an intermediate bulk container marked as meeting the UN31H1/Y standard while failing to maintain records of initial tests and inspections; failed to provide employee training, or create and retain records of training testing; failed to sign shipper's certification on the shipping paper. [1780.352(f), 172.702(b), 172.704(a) and (d), 172.204(d)] Case No. 00-189-SIBC-WE	\$1,800
NORTHEAST ARKANSAS FIRE PROTECTION (Cylinder Retester)	Failed to verify the accuracy of the pressure-indicating device to within one percent of the prescribed test pressure and failed to verify the accuracy of the test equipment to within 500 psi of actual test pressure. [180.205(g)(3)(i)] Case No. 03-216-CR-SW	\$3,100

Company	SUMMARY	Amount
NORTHERN GASES & SUPPLIES, INC. (Cylinder Retester)	After equipment failure, repeated the hydrostatic retest at the same pressure, rather than at 10 percent or 100 psi higher, whichever is lower. [180.205(g)(5)] Case No. 03-142-CR-CE	\$2,325
NORTHLAND ENVIRONMENTAL, INC. (Intermediate Bulk Container Manufacturer)	Offered waste corrosive liquids in unauthorized bulk packaging based on a DOT exemption that had expired and failed to meet a UN performance standard because the packaging had not been tested as required. [173.22a(b), 173.242(c) and (d)] Case No. 02-399-IBCM-EA	\$4,000
NSL GROUP (U.S.A.) INC. (Shipper)	Offered lighters when they and their inner packaging designs had not been examined by an agency authorized to examine them, and when the device had not been specifically approved by the Associate Administrator for Hazardous Materials Safety. [173.21(i)] Case No. 00-369-SB-EA	\$4,677
OAKITE PRODUCTS, INC. (Shipper)	Offered sodium hydroxide, solid, 8, in unauthorized, non-UN-standard, non-bulk packaging. [173.22(a)(2), 173.212] Case No. 02-234-SD-SW	\$4,594
OAKITE PRODUCTS, INC. (Shipper)	Offered sodium hydroxide, solid, 8, in unauthorized, non-UN-standard, non-bulk packaging. [173.22(a)(2), 173.212] Case No. 02-235-SD-SW	\$3,675
OILCHEM, INC. (Shipper)	Offered sulfamic acid, 8, in unauthorized, non-standard multi-walled bags. [173.22(a)(2), 173.213(c)] Case No. 02-613-SBG-EA	\$3,750
OLYMPUS DIAGNOSTICA, GMBH (IRISH BRANCH) (Shipper)	Offered corrosive liquid, acidic, inorganic, n.o.s., in unauthorized, non-UN-standard packaging, without preparing a hazardous material shipping paper, and without marking or labeling the packaging, thereby creating an undeclared shipment of hazardous materials. [173.22(a)(2), 173.202, 172.200, 172.202(a), 172.604(a), 172.301(a), 172.400(a)] Case No. 02-244-SB-SW	\$10,000
OREQ CORPORATION (Shipper)	Offered trichloroisocyanuric acid in an unauthorized packaging. [173.22(a)(2), 173.152, 173.24(c)(1)] Case No. 00-239-SD-SW	\$4,900

Company	SUMMARY	Amount
OSMOSE, INC. (Fiber Box Manufacturer/Ship per)	Represented, marked, certified, and offered a hazardous material in a fiberboard box as meeting the UN4G standard, when the design qualification testing was not properly conducted. [178.601(d), 178.603, 178.606] Case No. 02-355-BMS-EA	\$4,065
PACE PRODUCTS INTERNATIONA L, INC. (Shipper)	Offered compound, cleaning, liquid, in unauthorized non-UN-standard five-gallon pails; failed to properly mark packages with proper shipping name. [173.22(a)(2), 173.203(c), 172.301(a)(1)] Case No. 02-181-SB-WE	\$5,400
PACKAGING DESIGN AND TESTING CORP. OF NEW ENGLAND (Third- Party Package Certifier	Represented, marked, and certified combination packaging as meeting the UN4G/Y6.4/S standard when proper design qualification testing was not conducted as prescribed; failed to condition combination packaging prior to testing; failed to maintain complete and accurate records of package testing. [178.601(d), 178.603(a), 178.601(d), 178.603(a) and (c), 178.609(e), 178.601(l)] Case No. 99-350-PC-SO	\$6,000
PET SUPPLY COMPANY (Shipper)	Offered adhesives, 3, in packaging marked as meeting various UN standards, when the required periodic retesting had never been conducted, and when the boxes had been marked with the symbol of an approval agency without permission. [178.2(b)(1) and (2), 178.3(a)(2)] Case No. 02-124-SB-CE	\$4,900
PFALTZ & BAUER, INC. (Fiber Box Manufacturer Shipper)	Offered a poison inhalation hazard material and a flammable liquid in unauthorized packaging; offered hazardous materials in fiberboard boxes marked as meeting the UN4G/X8 standard, when changes were made to the packaging design and new design qualification was not performed; failed to conduct periodic design qualification testing; offered hazardous materials accompanied by a shipping paper that omitted certain required information or contained incorrect information; failed to register with RSPA; offered a liquid hazardous material without marking the orientation of the inner packages on two opposite sides. [173.22(a)(2), 173.201, 173.227, 178.2(e), 178.601(c)(4), 178.601(d), 178.2(e), 178.601(c)(2), 178.601(e), 172.200(a), 172.202(a) and (b), 17.601, 107.608, 172.312(a)(2)] Case No. 00-067-BMS-EA	\$14,850

Company	SUMMARY	Amount
PHOENIX SERVICES, INC. (Shipper)	Offered regulated medical waste, purportedly under terms of a DOT exemption, when the caster carts contained cracks and broken hinges that prevented the carts from being properly closed, caster carts were overfilled, and caster carts were accepted for transportation when not closed, and it not obtain a written certification from the offeror. [DOT-E 11327–Paragraphs 7.b.(3), 7.c.(1), 7.c.(2)] Case No. 02-081-EX-EA	\$5,000
H. J. POIST, GAS COMPANY, INC. (Cylinder Retester)	Failed to conduct visual inspection of cylinder in accordance with CGA Pamphlet C-6; failed to maintain complete records of reinspection and retest; failed to properly mark cylinders by stamping them; failed to maintain copies of pertinent section of the regulations and the applicable CGA pamphlets at its facility; failed to provide employee training, or create and retain records of training testing; failed to register with RSPA; offered liquefied petroleum gas without executing a proper shipping paper. [173.34(e)(3), 173.34(e)(13), 173.34(e)(8)(ii) and (8)(ii)(B), 173.34(e)(13), 173.34(e)(7)(ii), 173.34(e)(13), 173.34(e)(2)(v)(A) and (C), 172.702(b), 172.704(a)(2), (c)(2), and (d), 177.800(c), 107.601(a)(6), 107.608(a) and (b), 172.200(a), 172.201(d), 172.202(a)-(c), 172.204(d), 172.604(a) and (b), 173.22(a)(1)] Case No. 02-369-CRS-EA	\$9,310
POLY FOAM PACKERS CORPORATION (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard packaging as meeting the UN4G/X11.8/S standard, when they were not capable of passing the drop test. [178.2(b), 178.601(b)] Case No. 03-061-BM-EA	\$6,720

Company	SUMMARY	Amount
PRICE MASTER CORPORATION (Shipper)	Offered cigarette lighters in unauthorized, non-UN-standard outer packaging that was not marked with the correct "T" approval number; offered them accompanied by a shipping paper that did not list all of the approval numbers for the lighters, that listed an incorrect weight for the material and (for shipments by a commercial carrier) failed to contain signed shipper's certification and did not provide emergency response information; failed to register with RSPA; failed to provide function-specific and safety employee training, or create and retain records of training testing. [172.102–Special Provision N10, 173.22(a)(2), RSPA Approval T-0144, 172.202(a)(5), 172.204(d), 172.600(c), Approval T-0144, 107.608(a), 107.612(b), 172.702(b), 172.704(a)(2) and (3), 172.704(d)] Case No. 03-092-SB-EA	\$10,000
PROCLEAN OF ARIZONA, INC. (Shipper)	Offered corrosive liquid, basic, inorganic, n.o.s. (containing potassium hydroxide) in unauthorized non-UN-standard packaging; offered this material in outer packaging not marked with orient arrows on two opposite sides; offered flammable liquid, n.o.s. (containing isopropyl alcohol) accompanied by a shipping paper listing an incorrect packing group; failed to create and retain records of function-specific employee training. [173.22(a)(2), 173.202, 172.312(a)(2), 172.202(a)(4), 172.704(d)] Case No. 02-189-SB-WE	\$11,300
PROTAMEEN CHEMICALS, INC. (Shipper)	Failed to provide employee training, or create and retain records of training testing; failed to register with RSPA; offered hazardous materials accompanied by a shipping paper that (1) failed to list them first, (2) listed the basic shipping description in the wrong sequence, (3) included additional information ahead of the basic shipping description, (4) failed to list the letters "RQ" to identify the material as a hazardous substance, and (5) failed to include a 24-hour emergency response telephone number. [172.702(b), 172.704(a) and (d), 107.601(a)(5), 107.608(a) and (b), 172.200(a), 172.201(a)(1) and (4), 172.203(c)(2), 172.201(d)] Case No. 02-622-SD-EA	\$6,655

Company	SUMMARY	Amount
PROVENA HEALTH D/B/A PROVEN ST. MARY'S HOSPITAL (Shipper)	Offered regulated medical waste in packages marked as meeting DOT-E 11185 that did not comply with that exemption and that were not properly closed, thus creating unauthorized packaging; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2) and (4), 173.24(b)(1) and (f), 178.2(b)(2), DOT-E 11185, 172.702(b), 172.704(a) and (d)] Case No. 02-142-SIBC-CE	\$2,520
PRUETT- SCHAFFER CHEMICAL COMPANY, INC. (Shipper)	Offered paint, 8, in non-UN-standard packaging; failed to create and retain records of function-specific and recurrent employee training testing. [173.22(a)(2), 173.173(b), 173.202, 172.704(d)] Case No. 01-088-SD-EA	\$3,900
GENE PTACEK & SON FIRE EQUIPMENT COMPANY, INC. (Cylinder Retester)	Failed to properly condemn cylinders; failed to confirm that the pressure-indicating device on the testing apparatus was accurate to within 500 psi of the test pressure of the cylinders being tested that day; failed to provide employee training, or create and retain records of training testing. [173.34(e)(6)(ii), 173.34(e)(4)(iii)(A), 172.702(b), 172.704(a) and (d)] Case No. 02-131-CR-CE	\$3,300
RADIALL- JERRIK, INC. (Shipper)	Offered flammable liq, n.o.s., in packaging marked as meeting a UN standard that was not closed in accordance with the manufacturer's closure notification and thus were unauthorized; offered this material accompanied by a shipping paper that did not list a correct shipping name; and contained an unauthorized 24-hour emergency response telephone number; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2) and (4), 173.202, 172.202(a)(1), 172.604(b), 172.702(b), 172.704(a) and (d)] Case No. 02-177-SB-WE	\$6,500

Company	SUMMARY	Amount
RAFFI & SWANSON, INC. (Shipper)	Offered coating solution, 3, in unauthorized, non-UN-standard packaging; offered this material in intermediate bulk containers that did not meet the design requirements of the DOT 57 specification, and when test records were not maintained; failed to mark the proper shipping name on two opposing sides of portable tanks; offered this material accompanied by a shipping paper that did not list a 24-hour emergency response telephone number that was monitored at all times while the material was in transportation; failed to provide function-specific employee training. [173.22(a)(2), 173.202(b) and (c), 173.24(f)(1), 173.32(d) and (e), 173.242(c), 172.302(b)(2), 172.326(a), 172.401, 172.604(a)(1), 172.702(b), 172.704(a)(2)] Case No. 01-384-SDIBC-EA	\$12,000
REAGENTS, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked, certified and offered hazardous materials in fiberboard boxes as meeting the UN4G standard for which no design qualification testing was conducted and that were manufactured with a different paper basis weight than the packages originally tested; offered formic acid in 55-gallon drums marked as meeting a UN standard that were not closed properly. [178.2(b)(1) and (2), 178.601(d) and (e), 173.22(a)(4), 173.24(b) and (f)] Case No. 02-271-BMS-SO	\$6,000
RELIANT ENERGY - ENTEX FUELS, INC. (Shipper)	Offered compressed natural gas, 2.1, in unauthorized non-specification packaging. [173.302(a) and (a)(3)] Case No. 02-506-SC-SW	\$5,600
REVISS SERVICES (UK) LIMITED (Shipper)	Offered radioactive materials in packages with surface radiation limits that exceeded the maximum allowable limits specified by the International Atomic Energy Agency. [IAEA TS-R-1—Paragraph 531, 171.12(d), 173.441] Case No. 02-023-FRMS-HQ	\$10,000
REVISS SERVICES (UK) LIMITED (Shipper)	Offered radioactive materials in packages with surface radiation limits that exceeded the maximum allowable limits specified by the International Atomic Energy Agency. [IAEA TS-R-1—Paragraph 531, 171.12(d), 173.441] Case No. 02-027-FRMS-HQ	\$10,000

Company	SUMMARY	Amount
REYNOLDS INDUSTRIES SYSTEM, INC. (Fiber Box Manufacturer/Shipper)	Offered detonators, electric, 1.4B, in packaging marked as meeting the UN4G/Y10 and UN4G/Y25 standards, when the required period testing had never been conducted, or they were not properly tested, or when they were never subjected to design qualification testing; offered fuses, detonating, 1.4D, in packaging marked as meeting the UN4C1/Y45 standard when proper design qualification testing was never completed or when they never were subjected to design qualification testing ; offered detonators, electric, 1.4BD, in packaging marked as meeting the UN4G/Y50 standard, when they never were subjected to design qualification testing; failed to provide recurrent employee training, or create and retain records of training testing. [First and second violations-173.22(a)(2), 178.2(b), 178.601(d) and (e), third violation-- 173.22(a)(2), 178.2(b), 178.601(d), 172.702(b), 172.704(a) and (c)(2), 172.704(d)] Case No. 02-184-BMS-EA	\$15,000
RHODIA S.A. (Shipper)	Offered liquid paint-related material in drums marked as meeting the UN1A2 performance standard that were not authorized because they were certified only for solid materials. [173.222(a)(2), 173.203] Case No. 03-059-FSP-EA	\$3,375
RIVERSIDE MEDICAL CENTER (Shipper)	Offered regulated medical waste, 6.2, in packaging marked as meeting a UN standard that were improperly closed; failed to provide employee training, or create and retain records of training testing; offered the material accompanied by a shipping paper that included a shipper's certification that was not signed. [173.22(a)(4), 173.24(b) and (f)(1), 172.702(b), 172.704(a) and (d), 172.204(d)] Case No. 02-137-SB-CE	\$3,225
ROCHE MANUFACTURING, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A1 and UN1A2 standards, when the design qualification testing was not conducted on some drums and improperly conducted on others; failed to maintain complete and accurate test reports; failed to provide employee training, or create and retain records of training testing. [178.2(b), 178.601(d), 178.2(b)(1), 178.601(l), 172.702(b), 172.704(a) and (d)] Case No. 01-385-DM-EA	\$9,000



Company	SUMMARY	Amount
ROCK-TENN COMPANY (Third-Party Package Certifier)	Represented, marked, and certified fiberboard boxes as meeting the UN4G standard when stacking tests were not properly conducted, in that some tests were performed using less than the required weight and others were performed with fewer than the minimum required number of test samples; failed to properly conduct the design qualification drop test; failed to maintain complete test reports. [178.2(c), 178.606(b) and (c), 178.603, 178.601(l)] Case No. 02-261-PC-SO	\$6,600
ROCKY MOUNTAIN FIRE & SAFETY, INC. (Cylinder Retester)	Failed to condemn a cylinder with permanent expansion exceeding 10 percent of total expansion; failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values. [173.34(e)(6)(i)(D), 173.34(e)(4)(iv)] Case No. 01-220-CR-SW	\$7,500
RONSON CONSUMER PRODUCTS CORPORATION (Shipper)	Offered lighters containing flammable gas that were forbidden for transportation because they and their inner packages had not been examined and approved; offered them in unauthorized, non-UN-standard outer packaging; offered them in outer packaging marked as meeting a UN standard that was not authorized because it had a greater gross mass than the authorized gross mass marked on the packaging; failed to mark packaging with the UN identification number and the "T" approval number: affixed hazard warning labels to packages that were smaller than authorized. [173.21(i), 172.102–Special Provision N10, 173.22(a), Approval No. T-0160, 172.102–Special Provision N10, 173.22(a), 173.24a(b)(2), 178.601(b), Approval No. T-0160, 172.102–Special Provision N10, 172.301(a), Approval No. T-0160, 172.400(a), 172.407(c)(1)] Case No. 02-073-SB-EA	\$12,990

Company	SUMMARY	Amount
ROUTE 16 AUTO SALVAGE D/B/A ROUTE 16 USED AUTO PARTS (Shipper)	Offered air bag inflators in unauthorized packaging; failed to affix a hazard warning label to a packaging containing air bag inflators; failed to mark the proper shipping name and UN identification number on a packaging containing air bag inflators; failed to prepare a shipping paper for a shipment of air bag inflators; failed to provide function-specific employee training. [173.22(a)(2), 173.166(e), 172.400(a), 172.446, 173.166(f), 172.301(a), 172.200(a), 173.22(a)(1), 172.702(b), 172.704(a)(2)] Case No. 00-060-SB-EA	\$5,000
S&S FIRE EQUIPMENT (Cylinder Retester)	Failed to hold a current retester's identification number; failed to maintain accurate records of reinspection and retest; offered fire extinguishers, 2.2., when failing to prepare a shipping paper that included the proper shipping name, identification number, and a 24-hour emergency response telephone number; failed to provide employee training, or create and retain records of training testing. [173.34(e)(2)(i), 173.34(e)(8)(ii)(B), 172.201, 172.202(a)(1)-(3), 172.604(a)(1), 172.702(b), 172.704(a) and (d)] Case No. 01-119-CRS-CE	\$2,000
S.V.T., INC. (Shipper)	Offered ethyl chloride, 2.1, in unauthorized, non-UN-standard, non-bulk packaging; offered hazardous materials accompanied by a shipping paper with no proper shipping name, hazardous class or division, UN identification number, packing group, or shipper's certification, and listed a 24-hour emergency response telephone number not monitored at all times; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.322, 172.202(a), 172.204(a) and (d), 172.604(a)(1), Case No. 02-068-SC-EA	\$7,890
SAFECRAFT, INCORPORATED (Cylinder Retester)	Failed to demonstrate the accuracy of the retest equipment at a pressure within 500 psi of actual test pressure of cylinders tested at or above 3,000 psi; failed to create and retain records of employee training testing. [173.34(e)(4)(iii)(A), 172.704(d)] Case No. 01-459-CR-WE	\$1,750

Company	SUMMARY	Amount
ST. ANTHONY MEMORIAL HOSPITAL (Shipper)	Offered regulated medical waste in a bulk container marked as meeting DOT E-11185 that was not properly closed; failed to provide general awareness and function-specific employee training, or create and retain records of training testing; offered this material accompanied by a shipping paper that did not include a proper shipping description, exemption number, 24-hour emergency response telephone number, or signed shipper's certification. [178.2(b)(2), DOT-E 11185, 172.702(b), 172.704(a)(1) and (2), 172.704(d), 172.202(a)(4), 172.203(a), 172.204(d), 172.604(a)(1)] Case No. 03-102-SIBC-CE	\$6,500
ST. MARGARET'S MERCY HEALTH CARE CENTERS (Shipper)	Offered regulated medical waste, 6.2, in packages that were not properly closed; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.134(b)(4)(ii), 172.702(b), 172.704(a) and (d)] Case No. 02-143-SPB-CE	\$2,775
THE SCUBA SHACK OF NORTHERN KENTUCKY, LLC (Cylinder Retester)	Represented, marked, and certified DOT cylinders as successfully retested when (1) failing to calibrate the test equipment or do to accurately, (2) failing to calibrate the equipment to within 500 psi of the pressure level being tested that day, and (3) the test records showed a cylinder with permanent expansion greater than 10 percent that should have been condemned; failed to test cylinders at the minimum test pressure; failed to provide employee training, or create and retain records of training testing; failed to maintain a current copy of the regulations at the retesting facility; failed to maintain complete and accurate records of reinspection and retest. [173.34(e)(iii), 173.34(e)(6)(i)(D), 180.205(g)(3) and (4), 180.205(i)(l)(iv), 173.34(e), 180.209(a)(1), 172.702(b), 172.704(a) and (d), 180.215(a), 180.215(b)] Case No. 03-130-CRS-CE	\$5,860

Company	SUMMARY	Amount
SENTARA HEALTHCARE, INC. D/B/A SENTARA VIRGINIA BEACH GENERAL HOSPITAL (Shipper)	Offered regulated medical waste, 6.2, in packages represented as complying with DOT-E 12227, when the packages did not meet the requirements of paragraphs 7.a.(1), 7.b.(2), 7.d.(7) of DOT-E 12227, the inner bags were not marked as prescribed in paragraph 7.b.(2)(ii), and there was leaking, therefore, in an unauthorized packaging. [173.22(a)(2), 173.197(a), DOT-E 12227] Case No. 01-632-SBG-EA	\$6,400
SHANK'S EXTRACTS, INCORPORATED (Shipper)	Offered methanol in an unauthorized package. [173.22(a)(2), 173.24(c), 173.202] Case No. 03-363-SB-EA	\$5,250
SHERWIN-WILLIAMS CO. D/B/A CLEANING SOLUTIONS GROUP (Shipper)	Offered corrosive liquid, n.o.s. (containing hydrochloric acid and phosphoric acid), in unauthorized non-UN-standard packaging; failed to provide function-specific training, or create and retained records of training testing. [173.22(a)(2), 173.202(a), 172.702(b), 172.704(a)(2), 172.704(d)] Case No. 02-076-SB-EA	\$8,240
SHORELINE AVIATION & MARINE D/B/A SAFETECH (Cylinder Retester)	Failed to condemn exemption cylinders with permanent expansion exceeding five percent of total expansion; failed to maintain accurate records of visual reinspection and hydrostatic retest. [DOT-E 8162, DOT-E 7218, DOT-E 8391, 173.34(e)(8)(ii)(B)] Case No. 00-250-CR-SW	\$7,000
SIKA CORPORATION (Fiber Box Manufacturer/Shipper)	Represented, marked, certified, and offered packaging as successfully tested when the required periodic retesting was not conducted, and offered and transported hazardous materials in packages that were out of test. [173.202, 173.203, 178.2(b), 178.601(e)] Case No. 02-602-BMS-EA	\$6,100
SIKA CORPORATION (Shipper)	Offered, transported, and reshipped corrosive liquid, basic, organic, n.o.s. (amines), when the material was packed in packaging certified to Packing Group III and thus was unauthorized for the material. [173.22(a)(2), 173.202(a)] Case No. 02-603-SB-EA	\$4,684

Company	SUMMARY	Amount
SIMPLEX GRINNELL, LP (Cylinder Retester)	After equipment failure, failed to conduct a hydrostatic test by increasing the test pressure by 10 percent or 100psi, whichever is lower; failed to demonstrate the accuracy of the test equipment to within 500 psi; failed to maintain records of reinspection and retest; failed to create and retain records of employee training testing. [173.34(e)(4)(v), 173.34(e)(4)(iii)(A) and (iv), 173.34(e)(8)(ii)(A) and (B), 172.704(d)] Case No. 02-615-CR-EA	\$8,795
SIMPLEX GRINNELL, LP (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device to within one percent of the known values of the calibrated cylinder's pressure and corresponding expansion values; after equipment failure, repeated the hydrostatic retest at the same pressure, rather than at 10 percent or 100 psi higher, whichever is lower. [180.205(g)(4), 180.205(g)(5)] Case No. 03-238-CR-SW	\$10,250
SMAZAL, INC. D/B/A BI-STATE DETERGENT SYSTEMS (Shipper)	Offered compounds, cleaning, liquid, 8, in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.202(a) and (b)] Case No. 01-121-SB-CE	\$3,500
SMURFIT STONE CONTAINER CORP. (Third-Party Package Certifier)	Represented and certified a packaging, marked as meeting the UN4G/A16.1 standard, as having been tested in accordance with the regulations when the design qualification testing was not properly conducted. [178.601(d), 178.603, 178.606] Case No. 02-392-PC-EA	\$2,100
SNYDER INDUSTRIES, INC. (Portable Tank Manufacturer)	Manufactured, marked, certified, and sold rigid plastic intermediate bulk containers as meeting the requirements of the regulations, when not all of them were capable of passing the hydrostatic test. [178.801(b), 178.814(e)] Case No. 01-232-PTM-SW	\$6,300
SOUTHEASTERN FIRE EQUIPMENT, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the retest equipment to within 500 psi of actual test pressure, for pressures at and above 3,000 psi; failed to properly prepare and maintain complete and accurate records; failed to maintain a current copy of the regulations at the retest facility. [173.34(e)(4)(iii)(A), 173.34(e)(8)(ii)(B), 173.34(e)(2)(v)(A)] Case No. 01-389-CR-EA	\$5,000

Company	SUMMARY	Amount
SOUTHERN ANESTHESIA & SURGICAL SUPPLY, INC. (Shipper)	Offered ethyl chloride, 2.1, in unauthorized, non-UN-standard packaging; offered this material without properly prepared shipping papers; failed to mark the packaging with the proper shipping name and UN identification number, and failed to properly label the packaging; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.322, 172.200(a), 172.202(a)-(c), 172.204(a) and (d), 172.604(a) and (b), 173.22(a), 172.301(a), 172.400(a)(1), 172.417, 172.702(b), 172.704(a) and (d)] Case No. 03-255-SB-SO	\$12,470
SOUTHERN WELDING SUPPLY, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion; failed to demonstrate that the pressure-indicating device was accurate to within one percent at a point within 500 psig of actual test pressures. [173.34(e)(6)(i)(D), 173.34(3)(4)(iii)(A)] Case No. 02-264-CR-SO	\$4,000
SOUTHLINE METAL PRODUCTS COMPANY (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A1 standard, when the stacking test for the design qualification test and the periodic tests were not properly conducted; failed to provide employee training. [178.2(b), 178.601(d), 178.606(c)(1), 172.702(b), 172.704(a)] Case No. 02-240-DM-SW	\$4,650
SPECIALTY CHEMICALS AND SYSTEMS, INC. (Shipper)	Offered compounds, cleaning, liquids, 8, accompanied by a shipping paper that did not contain a basic description; offered corrosive solid, n.o.s., in unauthorized, non-UN-standard packaging. [172.202, 172.203(b), 173.212(b)] Case No. 01-223-SB-SW	\$9,000
STAR LIGHT NAIL SUPPLIES, INC. (Shipper)	Offered flammable liquid, n.o.s. (containing butyl acetate, toluene) in unauthorized, non-UN standard, non-bulk packaging; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.202, 172.702(b), 172.704(a)] Case No. 02-161-SB-WE	\$6,250
STATEN ISLAND UNIVERSITY HOSPITAL, INC. (Shipper)	Offered regulated medical waste in packaging that was not properly closed, allowing release of hazardous material, and thereby creating unauthorized packaging. [173.22(a)(2), 173.24(b)(1) and (f)] Case No. 02-351-SBG-EA	\$5,089

Company	SUMMARY	Amount
STORAGETEK: ADVANCED PACKAGING TECHNOLOGY (Third-Party Package Certifier)	Represented and certified packaging marked as meeting the UN 6HH1/Y16/S and UN4G/Y25/S standards, when it failed to properly conduct design qualification testing; failed to maintain complete design qualification test reports. [178.2(b), 178.601(d) and (f), 178.603(a), 178.606(c)(1), 178.601(l), 178.601(l)(6), (8), and (9)] Case No. 02-502-PC-SW	\$7,900
SUD-CHEMIE, INC. (Shipper)	Offered flammable solids, n.o.s., (containing xylene and ethyl benzene), in unauthorized, non-UN standard, non-bulk packaging. [173.1(b), 173.22(a)(2), 173.212(a) and (c)] Case No. 02-091-SD-EA	\$4,550
SUN MOON, INC. (Shipper)	Offered cigarette lighters containing flammable gas that were forbidden for transportation because they and their inner packaging had not been examined and approved; offered them accompanied by a shipping paper that listed a 24-hour emergency response telephone number that had been disconnected and thus not monitored during transportation; failed to register with RSPA; failed to provide employee training, or create and retain records of training testing. [173.21(i), 172.604(a)(1), 107.608, 107.612, 172.702(b), 172.704(a) and (d)] Case No. 01-193-SB-WE	\$9,030
TAYLOR SCIENTIFIC (Shipper)	Offered ethylene dibromide, toxic by inhalation, in an unauthorized packaging; failed to provide employee training, or create and retain records of training testing; offered same accompanied by a SP not containing the words "Poison-Inhalation Hazard" or "Toxic-Inhalation Hazard", and "Zone B." [173.22(a)(2), 173.226(a), 173.227(a), 172.702(b), 172.704(a) and (d), 172.102(c), 172.203(m)] Case No. 00-122-SB-CE	\$7,000
TECHNIC, INC. (Shipper)	Offered waste corrosive liquid, acidic, organic, n.o.s., in unauthorized bulk packaging, under the term of an exemption that had expired. [173.242(c) and (d)] Case No. 02-400-SIBC-EA	\$2,835
TETRA MICRONUTRIEN TS, INC. (Shipper)	Offered a hazardous material that had not been properly classed and, therefore, was not properly described on a shipping paper and was offered in a bulk container that was improperly marked or placarded. [172.202(a), 172.301(a), 172.500(a)] Case No. 02-219-SIT-SW	\$9,328

Company	SUMMARY	Amount
THAI MERRY COMPANY, LIMITED (Shipper)	Offered lighters, containing flammable gas, in non-specification, non-standard outer packaging marked as meeting the UN standard for such packaging. [172.102–Special Provision n10, 173.21(i), 173.308] Case No. 00-196-FSB-WE	\$5,270
THOMAS STEEL DRUMS, INC. (Drum Reconditioner)	Represented, marked, certified, and sold reconditioned drums as meeting the UN1A2 standard, when they did not pass the drop test, leakproofness test, hydrostatic pressure test, and vibration standard. [17173.24(b)(1), 178.601(a), 178.603, 178.604, 178.605, 178.608] Case No. 01-240-DR-SW	\$5,400
TILLEY FIRE EQUIPMENT COMPANY, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding ten percent of total expansion. [173.34(e)(1), 173.34(e)(6)(D)] Case No. 00-396-CR-EA	\$5,000
TITAN COATINGS, INC. (Shipper)	Offered paint, 3, in unauthorized, non-UN standard, non-bulk packaging; failed to properly close packages. [173.22(a)(2), 173.202(b), 173.22(a)(2) and (4), 173.24(f)(2)] Case No. 02-275-SP-SO	\$5,000
TRANS-MATE PRODUCTS, INC. (Fiber Box Manufacturer/Shipper)	Offered various corrosive and flammable liquids in unauthorized, non-UN-standard packaging; failed to perform all functions necessary to bring a UN standard package into compliance; represented, marked, and certified 55-gal drums as meeting the UN1H1 standard, while failing to notify customers, in writing, of closure instructions. [173.22(a)(2), 173.202(b), 173.203(b), 173.22(a)(2) and (4), 178.2(c)(1)(i) and (ii)] Case No. 01-610-BMSD-EA	\$3,000
UNITED STATES CAN CO. (Jerrican Manufacturer)	Manufactured, marked, certified, and sold steel jerricans marked as meeting the UN3A1 standard, when they were not capable of passing the drop, leakproofness, and hydrostatic tests. [178.601(b), 178.603, 178.604, 178.605] Case No. 01-110-JM-CE	\$4,500
UNITED STATES CAN CO. (Jerrican Manufacturer)	Manufactured, marked, certified, and sold steel jerricans marked as meeting the UN3A1 standard, when they were not capable of passing the drop, leakproofness, and hydrostatic tests. [178.601(b), 178.603, 178.604, 178.605] Case No. 01-111-JM-CE	\$4,500



Company	SUMMARY	Amount
UNIVERSAL DISTRIBUTION SERVICES, INC. (Shipper)	Offered magnesium, 4.1, in flexible intermediate bulk containers that were not certified to a UN standard; failed to mark the correct UN identification number for the material; offered the material without proper shipping papers; failed to register with RSPA. [173.22(a)(2), 173.204(d), 172.302(a), 172.331, 172.332, 172.200(a), 172.202(a), (b), and (c), 107.601(a)(6), 107.608] Case No. 02-089-SIBC-EA	\$2,000
V & S SALES D/B/A ADHESIVE SOLUTIONS (Shipper)	Failed to register with RSPA; failed to provide employee training or retain records of training testing. [107.601(a)(6), 107.608, 172.702(b), 172.704(a) and (d)] Case No. 02-180-SB-WE	\$2,400
VANGUARD CONTAINER CORPORATION (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon open-head plastic drums as meeting the UN1H2/Y300 standard, when they were not capable of passing the drop test. [178.2(b)(1), 178.601(b), 178.603(f)] Case No. 02-617-PDM-EA	\$2,450
VANGUARD CONTAINER CORPORATION (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold 30-gallon open-head plastic drums as meeting the UN1H2/Y180 standard, when they were not capable of passing the drop test. [178.2(b)(1), 178.601(b), 178.603(f)] Case No. 02-618-PDM-EA	\$2,450
VELSICOL CHEMICAL CORPORATION (Shipper)	Offered hexachlorocyclopentadiene, a poison inhalation hazard Zone B material, in a drum marked as meeting a UN that had not been closed as required. [173.22(a)(2) and (4), 173.227(b)(2)(i)] Case No. 02-280-SD-SO	\$3,150
VENUS LABORATORIES, INC. (Shipper)	Offered a limited quantity of a compressed gas in a metal container for the purpose of propelling non-poisonous liquid material, when the metal container was not heated until the pressure was equivalent to the equilibrium pressure at 130 degrees F to ensure no leakage, distortion, or other defect; offered aerosols, 2.2, accompanied by a shipping paper that did not contain the proper shipping description of the material; failed to provide general awareness employee training. [173.306(a)(3)(v) and (b), 172.201(a), 172.702(b), 172.704(a)(1)] Case No. 01-125-SC-CE	\$5,900

Company	SUMMARY	Amount
VICTORIA FIRE & SAFETY, INC. (Cylinder Retester)	Failed to verify the accuracy of its retest equipment to within one percent at a pressure within 500 psi of the pressures at which cylinders were actually retested. [173.34(e)(4)(iii) and (iv)] Case No. 02-210-CR-SW	\$1,650
VIKING EXPLOSIVES AND SUPPLY, INC. (Shipper)	Offered explosive, blasting, Type A, 1.1D, in unauthorized packaging; failed to mark packaging with the proper "EX" approval number; offered ammonium nitrate-fuel oil mixture, 1.5D, under a DOT exemption accompanied by a shipping paper that did not list the exemption number. [173.60(a), 173.62(a), 172.202(a), 172.320(a), 172.203(a)] Case No. 03-107-SE-CE	\$5,750
WAREX EXPLOSIVES (Shipper)	Offered explosives, 1.1, and detonators, 1.4, on same vehicle when the vehicle did not meet applicable sections of Institute of Makers of Explosives' Safety Library Publication No.22; failed to register with RSPA. [173.22(a)(2), 177.835(g)(3), 107.601, 178.608] Case No. 03-127-SE-CE	\$9,200
WASHINGTON UNIVERSITY SCHOOL OF MEDICINE (Shipper)	Offered regulated medical waste, 6.2, in UN certified packaging that was not properly closed; offered this material accompanied by a shipping paper that did not include a properly executed shipper's certification. [173.22(a)(4), 173.24(b), 173.24(f)(1), 172.204(d)] Case No. 02-135-SB-CE	\$1,500
WEBB CHEMICAL SERVICE CORPORATION (Shipper)	Offered nitric acid after October 1, 1996, in unauthorized non-UN-standard drums marked as meeting DOT 5C specification. [173.22(a)(2), 173.158] Case No. 03-109-SD-CE	\$2,250
WEBER DISTRIBUTION WAREHOUSES, INC. (Shipper)	Offered liquid paint related material in drums that were not authorized because they were marked as meeting UN1A2 performance standard only for solid material. [173.22(a)(2), 173.203] Case No. 03-060-SP-EA	\$2,800

Company	SUMMARY	Amount
WELCO-CGI GAS TECHNOLOGIES, LLC (Cylinder Retester)	Failed to calibrate its retest equipment to within one percent accuracy; after equipment malfunction, conducted a second retest at the same pressure, rather than at 100 psi or ten percent higher, whichever is lower; offered oxygen, compressed, 2.2, accompanied by a shipping paper that listed additional information prior to the basic shipping description, that failed to include a shipping name, hazard class, or UN identification, and that did not list a 24-hour emergency response telephone number. [173.34(e)(1), 173.34(e)(4)(iv), 173.34(e)(1), 173.34(e)(4)(v), 172.200(a), 172.202(a) and (b), 172.604] Case No. 02-377-CRS-EA	\$9,000
WELDING ENGINEERING SUPPLY COMPANY, INC. (Cylinder Retester)	Failed to demonstrate that its test equipment was accurate to within one percent of the prescribed test pressures. [180.250(g)(3) and (4)] Case No. 03-254-CR-SO	\$2,920
WESTCHESTER COUNTY HEALTH CARE CORP. (Shipper)	Offered regulated medical waste in packages that were not properly closed and "sharps" that were not packaged in rigid non-bulk packaging. [173.22(a), 173.24(b) and (f), 173.197, DOT-E 10833] Case No. 02-612-SBG-EA	\$7,875
WESTERN FIRE EXTINGUISHERS CO., LLC (Cylinder Retester)	Failed to condemn exemption cylinders as required; failed to maintain accurate records of visual inspections and hydrostatic tests. [173.34(e)(6)(i)(F), DOT-E 7277-Paragraph 8(e), 173.34(e)(8)(ii)] Case No. 01-207-CR-SW	\$3,500
WILLIAMS PYRO, INC. (Shipper)	Offered ignitors, 1.4G, in unauthorized packaging; failed to provide recurrent employee training, or create and retain records of training testing; offered ignitors, 1.4G, accompanied by a shipping paper that failed to list a proper packing group, a shipper's certification, or a 24-hour emergency response telephone number monitored at all times. [173.22(a)(2), 173.62(a), 172.702(b), 172.704(a) and (c)(2), 172.704(d), 172.202(a) and (c), 172.204(d), 172.604(a), 173.22(a)(1)] Case No. 02-024-SE-HQ	\$8,850

Company	SUMMARY	Amount
<p>WINCHESTER BUILDING SUPPLY COMPANY, INC. (Shipper)</p>	<p>Offered explosives, blasting type E, 1.5D, bulk emulsion, purportedly under the terms of DOT-E-8723 in cargo tanks not authorized by this exemption; offered various hazardous materials accompanied by shipping papers that did include a hazard class, technical name, explosive approval number, or correct UN identification number; offered explosives in cargo tanks, some of which were not marked as required and some of which were marked incorrectly. [DOT-E 8723, 172.202(a)(1)-(4), 172.202(d), 172.320(a) and (d), DOT-E 11156, 172.302(c)] Case No. 03-009-SE-HQ</p>	<p>\$5,050</p>
<p>YACHT BATTER CO., LTD (Fiber Box Manufacturer/Shipper)</p>	<p>Represented, marked, and certified fiberboard boxes as meeting the UN4G/Y20.7/S standard, when it failed to perform design qualification testing after changing four different designs and failed to conduct testing on other designs; offered battery fluid acid (packaged with electric storage battery, dry) in unauthorized, non-UN-standard packaging. [178.601(d) and (e), 178.603, 178.608, 172.101–Special Provision N6, 173.22(a)(2), 173.159(g) and (h)] Case No. 02-365-BMS-EA</p>	<p>\$12,300</p>
<p>YATES FIRE PROTECTION SERVICES, INC. (Cylinder Retester)</p>	<p>Failed to verify the accuracy of its retest equipment to within 500 psi of actual test pressure for pressures at or above 3,000 psi; after equipment malfunction, conducted a second retest at the same pressure, rather than at 10 percent or 100 psi higher, whichever is lower; failed to prepare and maintain complete and accurate records of cylinder requalification; failed to maintain a copy of an exemption at its facility for exemption cylinders being retested. [173.34(e)(4)(iii)(A), 173.34(e)(1), 173.34(e)(4)(v), 173.34(e)(8)(ii)(B), 173.34(e)(2)(v)(B)] Case No. 00-093-CR-EA</p>	<p>\$4,700</p>
<p>ZAPATA ENVASES, S.A. DE C.V. (Steel Drum Manufacturer)</p>	<p>Manufactured, marked, certified, and sold metal pails as meeting the UN1A1 standard, when pails were not capable of passing the drop test. [178.601(b), 178.603] Case No. 00-176-FDM-WE</p>	<p>\$5,800</p>
<p>ZTONG YEE INDUSTRIAL CO., LTD. (Shipper)</p>	<p>Offered battery acid fluid in unauthorized, non-UN-standard, non-bulk packaging. [173.22(a)(2), 173.159(g) and (h)] Case No. 02-627-FSB-EA</p>	<p>\$4,250</p>

**Total number of cases - 280**

**Total civil penalties - \$1,766,777**