

Agreement of the Parties

13. The Commission has jurisdiction in this matter for purposes of entry and enforcement of this Settlement Agreement and Order.

14. CSA knowingly, voluntarily and completely waives any rights it may have (1) to an administrative or judicial hearing with respect to the Commission's claim for a civil penalty, (2) to judicial review or other challenge or contest of the validity of the Commission's action with regard to its claim for a civil penalty, (3) to a determination by the Commission as to whether a violation of section 15(b) of the CPSA, 15 U.S.C. 2064(b), has occurred, (4) to a statement of findings of fact and conclusions of law with regard to the Commission's claim for a civil penalty, and (5) to any claims under the Equal Access to Justice Act.

15. This Settlement Agreement and Order settles any allegations of violation of section 15(b) of the CPSA regarding the exercise apparatus described above. It becomes effective only upon its final acceptance by the Commission and service of the incorporated Order upon Respondent.

16. Upon provisional acceptance of this Settlement Agreement and Order by the Commission, the Commission shall place this Agreement and Order on the public record and shall publish it in the **Federal Register** in accordance with the procedure set forth in 16 CFR 1118.20(e). If the Commission does not receive any written request not to accept the Settlement Agreement and Order within 15 days, the Agreement and Order shall be deemed finally accepted on the 16th day after the date it is published in the **Federal Register**, in accordance with 16 CFR 118.20(f).

17. Upon final acceptance of this Settlement Agreement and Order, the Commission shall issue the attached Order, incorporated herein by reference.

18. The provisions of this Settlement Agreement and Order shall apply to CSA and its successors and assigns.

19. For purposes of section 6(b) of the CPSA, 15 U.S.C. 2055(b), this matter shall be treated as if a complaint had issued, and the Commission may publicize the terms of the Settlement Agreement and Order.

20. This Agreement may be issued in interpreting the Order. Agreements, understandings, representations, or interpretations made outside of this Settlement Agreement and Order may not be used to vary or to contradict its terms.

Dated: May 8, 1997.

CSA, Inc.

Frederic Snyderman,
President and Treasurer.

The Consumer Product Safety Commission
David Schmeltzer,

Associate Executive Director, Office of Compliance.

Eric L. Stone,
Director, Division of Administrative Litigation, Office of Compliance.

Dated: May 22, 1997.

Melvin I. Kramer,
Trial Attorney, Division of Administrative Litigation, Office of Compliance.

Order

Upon consideration of the Settlement Agreement between Respondent CSA, Inc. ("CSA"), a corporation, and the staff of the Consumer Product Safety Commission, and the Commission having jurisdiction over the subject matter and over CSA, and it appearing the Settlement Agreement is in the public interest, it is

Ordered, that the Settlement Agreement be and hereby is accepted, and it is

Further Ordered, that upon final acceptance of the Settlement Agreement, CSA shall pay to the Order of the Consumer Product Safety Commission a civil penalty in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) to be paid in three installments of \$25,000, \$25,000 and \$50,000. The first \$25,000 payment will be due within twenty (20) days after service upon Respondent of the Final Order of the Commission accepting this Settlement Agreement. Thereafter, CSA agrees to pay \$25,000 within one year of the date of the first payment, and \$50,000 within two years of the date of the first payment. Payment of the total \$100,000 civil penalty shall settle fully the staff's allegations set forth in paragraphs 4 through 9 of the Settlement Agreement and Order. Upon the failure by CSA to make a payment or upon the making of a late payment (as determined by the postmark on the envelope) by CSA (a) the entire amount of the civil penalty shall be due and payable, and (b) interest on the outstanding balance shall accrue and be paid at the federal legal rate of interest under the provisions of 28 U.S.C. 1961 (a) and (b).

Provisionally accepted and Provisional Order issued on the 9th day of July, 1997.

By Order of the Commission.

Sadye E. Dunn,
Secretary, Consumer Product Safety Commission.

[FR Doc. 97-18575 Filed 7-14-97; 8:45 am]

BILLING CODE 6355-01-M

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 97-C0008]

Dots, Inc., a Corporation; Provisional Acceptance of a Settlement Agreement and Order

AGENCY: Consumer Product Safety Commission.

ACTION: Provisional Acceptance of a Settlement Agreement under the Consumer Product Safety Act.

SUMMARY: It is the policy of the Commission to publish settlements which it provisionally accepts under the Consumer Product Safety Act in the **Federal Register** in accordance with the terms of 16 CFR 1605.13(d). Published below is a provisionally-accepted Settlement Agreement with Dots, Inc., a corporation.

DATES: Any interested person may ask the Commission not to accept this agreement or otherwise comment on its contents by filing a written request with the Office of the Secretary by July 30, 1997.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 97-C0008, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

FOR FURTHER INFORMATION CONTACT: Dennis C. Kacoyanis, Trial Attorney, Office of Compliance and Enforcement, Consumer Product Safety Commission, Washington, DC 20207; telephone (301) 504-0626.

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

Dated: July 8, 1997.

Sadye E. Dunn,
Secretary.

Settlement Agreement and Order

1. Dots, Inc. (hereinafter, "Respondent"), a corporation enters into this Settlement Agreement (hereinafter, "Agreement") with the staff of the Consumer Product Safety Commission, and agrees to the entry of the Order incorporated herein. The purpose of this Agreement and Order is to settle the staff's allegations that Respondent sold and offered for sale, in commerce, certain 100% rayon sheer skirts and 100% reverse fleece cotton sweatshirts that failed to comply with the Clothing Standard for the Flammability of Clothing Textiles (hereinafter, "Clothing Standard"), 16 CFR part 1610, in violation of section 3 of the Flammable Fabrics Act (FFA), 15

U.S.C. 1192. The Respondent enters into this Agreement and Order for settlement purposes only and denies each and every allegation asserted by the staff of the Consumer Product Safety Commission.

I. The Parties

2. The "staff" is the staff of the Consumer Product Safety Commission (Hereinafter, "Commission"), an independent regulatory commission of the United States Government established pursuant to section 4 of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2053.

3. Respondent Dots, Inc. is a corporation organized and existing under the laws of the State of Ohio with principal corporate offices at 30801 Carter Street, Solon, OH 44139.

II. Allegations of the Staff

A. Rayon Sheer Skirts

4. Between April 1994 and August 1994, Respondent sold, or offered for sale, in commerce, 4,788 100% sheer rayon skirts.

5. The skirts identified in paragraph 4 above are subject to the Clothing Standard, 16 CFR Part 1610, issued under section 4 of the FFA, 15 U.S.C. 1193.

6. The staff tested one of the skirts identified in paragraph 4 above for compliance with the requirements of the Clothing Standard. See 16 CFR 1610.3 and .4. The tested skirt violated the requirements of the Clothing Standard.

7. Respondent knowingly sold or offered for sale in commerce, the skirts identified in paragraph 4 above, as the term is defined in section 5(e)(4) of the FFA, 15 U.S.C. 1194(e)(4), in violation of section 3 of the FFA, 15 U.S.C. 1192, for which a civil penalty may be imposed pursuant to section 5(e)(1) of the FFA, 15 U.S.C. 1194(e)(1).

8. On August 5, 1994, the staff informed Respondent that the skirts identified in paragraph 4 above failed to comply with the Clothing Standard and requested it to review its entire product line for other potential violations.

B. Reverse Fleece Cotton Sweatshirts

9. Between July 1995 and February 1996, Respondent sold, or offered for sale, in commerce, 29,107 reverse fleece 100% cotton sweatshirts.

10. The sweatshirts identified in paragraph 9 above are subject to the Clothing Standard, 16 CFR Part 1610, issued under section 4 of the FFA, 15 U.S.C. 1193.

11. The staff tested one of the sweatshirts identified in paragraph 9 above for compliance with the

requirements of the Clothing Standard. See 16 CFR 1610.3 and .4. The tested sweatshirt violated the requirements of the Clothing Standard.

12. Respondent knowingly sold, or offered for sale, in commerce, the sweatshirts identified in paragraph 9 above, as the term is defined in section 5(e)(4) of the FFA, 15 U.S.C. 1194(e)(4), in violation of section 3 of the FFA, 15 U.S.C. 1192, for which a civil penalty may be imposed pursuant to section 5(e)(1) of the FFA, 15 U.S.C. 1194(e)(1).

13. On January 29, 1996, the staff informed Respondent that the sweatshirts identified in paragraph 9 above failed to comply with the Clothing Standard and requested it to review its entire product line for other potential violations.

III. Response of Respondent

14. Respondent specifically denies the allegations of the staff set forth in paragraphs 4 through 13 above that it knowingly sold, or offered for sale, in commerce, 100% rayon skirts and reverse fleece 100% cotton sweatshirts that did not meet the requirements of the FFA and the Clothing Standard.

15. Respondent states that it ordered the 100% rayon skirts and reverse fleece 100% cotton sweatshirts identified in paragraphs 4 and 9 above from reliable vendors who purported to sell to Respondent rayon skirts and reverse fleece cotton sweatshirts that complied with all laws, including the Flammable Fabrics Act and the Clothing Standard.

16. Further, Respondent makes no admission of any fault, liability, or statutory violation, nor does this Agreement constitute an admission that a civil penalty is appropriate or that the money referenced in the accompanying Order constitutes a civil penalty. Any payment referenced in the attached Order is solely to settle the staff's contention that a civil penalty is appropriate.

IV. Agreement of the Parties

17. The Commission has jurisdiction over Respondent and the subject matter of this Settlement Agreement and Order under the Consumer Product Safety Act, 15 U.S.C. 2051 *et seq.*; the Flammable Fabrics Act (FFA), 15 U.S.C. 1191 *et seq.*; and the Federal Trade Commission Act (FTCA), 15 U.S.C. 41 *et seq.*

18. This Agreement is entered into for settlement purposes only and does not constitute an admission by Respondent or a determination by the Commission that Respondent knowingly violated the FFA and the Clothing Standard. This Agreement becomes effective only upon its final acceptance by the Commission

and service of the incorporated Order upon Respondent.

19. Upon provisional acceptance of this Settlement Agreement and Order by the Commission, this Settlement Agreement and Order shall be placed on the public record and shall be published in the **Federal Register** in accordance with the procedures set forth in 16 CFR 1605.13(d). If the Commission does not receive any written request not to accept the Settlement Agreement and Order within 15 days, the Settlement Agreement and Order will be deemed to be finally accepted on the 16th day after the date it is published in the **Federal Register**.

20. Upon final acceptance of this Settlement Agreement by the Commission and issuance of the Final Order, Respondent knowingly, voluntarily, and completely waives any rights it may have in this matter (1) to an administrative or judicial hearing, (2) to judicial review or other challenge or contest of the validity of the Commission's actions, (3) to a determination by the Commission as to whether Respondent failed to comply with the FFA and the Clothing Standard as aforesaid, (4) to a statement of findings of facts and conclusions of law, and (5) to any claims under the Equal Access to Justice Act.

21. The parties agree that this Settlement Agreement and Order resolve the allegations herein and upon final acceptance of this Settlement Agreement by the Commission and issuance of the Final Order, the Commission specifically waives its right to initiate any civil, administrative, or criminal action against the Respondent, its shareholders, officers, directors, employees, agents, successors, and assigns with respect to those alleged violations.

22. Upon final acceptance by the Commission of this Settlement Agreement and Order, the Commission shall issue the attached Order incorporated herein by reference.

23. A violation of the attached Order shall subject Respondent to appropriate legal action.

24. The Commission may disclose the terms of this Consent Agreement to the public consistent with section 6(b) of the CPSA, 15 U.S.C. 2055(b).

25. Agreements, understandings, representations, or interpretations made outside this Settlement Agreement and Order may not be used to vary or contradict its terms.

26. The provisions of the Settlement Agreement and Order shall apply to Respondent and each of its successors, assigns, agents, representatives, and employees, directly or through any

corporation, subsidiary, division, or other business entity, or through any agency, device, or instrumentality.

Dated: May 16, 1997.

Respondent DOTS, Inc.

Robert Glick,

President, Dots, Inc., 30801 Carter Street, Solon, OH 44139.

Commission Staff

Eric L. Stone,

Director, Division of Administrative Litigation, Office of Compliance.

David Schmeltzer,

Assistant Executive Director, Office of Compliance, Consumer Product Safety Commission, Washington, DC 20207-0001.

Dated: May 19, 1997.

Dennis C. Kacoyanis,

Trial Attorney,

Donald G. Yelenik,

Trial Attorney, Division of Administrative Litigation, Office of Compliance.

Order

Upon consideration of the Settlement Agreement entered into between Respondent Dots, Inc. (hereinafter, "Respondent"), a corporation, and the staff of the Consumer Product Safety Commission ("Commission"); and the Commission having jurisdiction over the subject matter and Respondent; and it appearing that the Settlement Agreement and Order is in the public interest, it is

Ordered, that the Settlement Agreement and Order be and hereby is accepted, as indicated below; and it is

Further Ordered, that Respondent pay to the United States Treasury a civil penalty of Fifty Thousand Dollars (\$50,000.00) within twenty (20) days after service upon Respondent of the Final Order.

Provisionally accepted and Provisional Order issued on the 8th day of July, 1997.

By Order of the Commission.

Sadye E. Dunn,

Secretary, Consumer Product Safety Commission.

[FR Doc. 97-18574 Filed 7-14-97; 8:45 am]

BILLING CODE 6355-01-M

DEPARTMENT OF DEFENSE

Office of the Secretary

List of Institutions of Higher Education Ineligible for Federal Funds

AGENCY: Department of Defense.

ACTION: Notice.

SUMMARY: This document is published to identify institutions of higher education that are ineligible for

contracts and grants by reason of a determination by the Secretary of Defense. It also implements the requirements set forth in the Omnibus Consolidated Appropriations Act of 1997 and 32 CFR part 216. The institutions of higher education so identified are:

City College of San Francisco, San Francisco, California

Mills College, Oakland, California

Kenyon College, Gambier, Ohio

Washington College of Law of American

University, Washington, DC

Hamline University School of Law, St. Paul, Minnesota

Ohio Northern University College of Law,

Ada, Ohio

University of Oregon School of Law, Eugene, Oregon

Willamette University College of Law, Salem, Oregon

St. Mary's University School of Law, San Antonio, Texas

William Mitchell College of Law, St. Paul, Minnesota

The Omnibus Consolidated Appropriations Act of 1997 provides that schools prohibited by state laws or court rulings from providing the requisite degree of access would not be denied funding prior to one year following the effective date of that law (i.e., not until March 29, 1998). However, that provision applies only to funds from agencies other than the Department of Defense, which is bound by provisions of the National Defense Authorization Act for Fiscal Year 1995. Therefore, the Secretary of Defense has determined that the following institutions of higher education prevent recruiter access to campuses, students, or student information and are ineligible for DoD contracts and grants.

Asnuntuck Community-Technical College, Enfield, Connecticut

Capital Community-Technical College,

Hartford, Connecticut

Central Connecticut State University, New Britain, Connecticut

Charter Oak State College, Newington,

Connecticut

Connecticut Community-Technical College, Winsted, Connecticut

Eastern Connecticut State University,

Willimantic, Connecticut

Gateway Community-Technical College, North Haven, Connecticut

Housatonic Community-Technical College,

Bridgeport, Connecticut

Manchester Community-Technical College,

Manchester, Connecticut

Middlesex Community-Technical College,

Middletown, Connecticut

Naugatuck Community-Technical College,

Waterbury, Connecticut

Norwalk Community-Technical College,

Norwalk, Connecticut

Quinebaug Valley Community-Technical College, Danielson, Connecticut

Southern Connecticut State University, New Haven, Connecticut

Three Rivers Community-Technical College, Norwich, Connecticut

Tunxis Community-Technical College, Farmington, Connecticut

Western Connecticut State University, Danbury, Connecticut

ADDRESSES: Director for Accession Policy, Office of the Assistant Secretary of Defense for Force Management Policy, 4000 Defense Pentagon, Washington, DC 20301-4000.

FOR FURTHER INFORMATION CONTACT:

William J. Carr, (703) 697-8444.

SUPPLEMENTARY INFORMATION: On April 8, 1997 (62 FR 16694), the Department of Defense published 32 CFR part 216 as an interim rule. This rule and the Omnibus Consolidated Appropriations Act of 1997, requires the Department of Defense semi-annually to publish a list of the institutions of higher education ineligible for Federal funds. 32 CFR part 216 and the Secretary of Defense under 108 Stat. 2663, 10 U.S.C. 983, and 110 Stat. 3009 and/or this part identifies institutions of higher education that have a policy or practice that either prohibits, or in effect prevents, the Secretary of Defense from obtaining, for military recruiting purposes, entry to campuses, access to students on campuses, access to directory information on students or that has an anti-ROTC policy.

Dated: July 10, 1997.

Patricia L. Toppings,

Alternate OSD Federal Register Liaison Officer, Department of Defense.

[FR Doc. 97-18556 Filed 7-14-97; 8:45 am]

BILLING CODE 5000-04-M

DEPARTMENT OF DEFENSE

Office of the Secretary

Federal Advisory Committee on Gender-Integrated Training and Related Issues

ACTION: Notice.

Pursuant to Public Law 92-463, notice is hereby given that the initial meeting of the Federal Advisory Committee on Gender-Integrated Training and Related Issues is scheduled to be held from 9:00 a.m. to 12:00 p.m. on July 17, 1997. Fewer than the customary 15 days notice is being given because it is critical that the Committee begin its work expeditiously to meet timelines established by the Secretary of Defense. The meeting will be held at 801 Pennsylvania Avenue N.W., Suite 300, Washington, DC 20004. The purpose of the meeting is for the