

amended, by the Chairman, Committee for the Implementation of Textile Agreements. That directive directs you to prohibit entry of certain cotton, wool and man-made fiber textile products, produced or manufactured in Peru which were not properly visaed by the Government of Peru.

Effective on July 15, 1997, you are directed to no longer require a part-category visa for shipments of goods in part-Categories 338-S¹, 339-S², 607-K³ and 607-O⁴ which are produced or manufactured in Peru, regardless of the date of export. Appropriate whole category visas will still be required.

The Committee for the Implementation of Textile Agreements has determined that these actions fall within the foreign affairs exception of the rulemaking provisions of 5 U.S.C. 553(a)(1).

Sincerely,

Troy H. Cribb,

Chairman, Committee for the Implementation of Textile Agreements.

[FR Doc. 97-18510 Filed 7-14-97; 8:45 am]

BILLING CODE 3510-DR-F

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 97-C0009]

CSA, 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 1118.20(e). Published below is a provisionally-accepted Settlement Agreement with CSA, Inc., a corporation.

DATES: Any interested persons 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.

¹ Category 338-S: only HTS numbers 6103.22.0050, 6105.10.0010, 6105.10.0030, 6105.90.8010, 6109.10.0027, 6110.20.1025, 6110.20.2040, 6110.20.2065, 6110.90.9068, 6112.11.0030 and 6114.20.0005.

² Category 339-S: only HTS numbers 6104.22.0060, 6104.29.2049, 6106.10.0010, 6106.10.0030, 6106.90.2510, 6106.90.3010, 6109.10.0070, 6110.20.1030, 6110.20.2045, 6110.20.2075, 6110.90.9070, 6112.11.0040, 6114.20.0010 and 6117.90.9020.

³ Category 607-K: all HTS numbers except 5509.52.0000, 5509.61.0000, 5509.91.0000 and 5510.20.0000.

⁴ Category 607-O: only HTS numbers 5509.52.0000, 5509.61.0000, 5509.91.0000 and 5510.20.0000.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 97-C0009, Office of the Secretary, Consumer Product Safety Commission, Washington, DC 20207.

FOR FURTHER INFORMATION CONTACT: Melvin I. Kramer, 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 9, 1997.

Sadye E. Dunn,
Secretary.

Settlement Agreement and Order

1. This Settlement Agreement and Order, entered into between CSA, Inc., a corporation (hereinafter, "CSA"), and the staff of the Consumer Product Safety Commission (hereinafter, "staff"), pursuant to the procedures set forth in 16 CFR 1118.20, is a compromise resolution of the matter described herein, without a hearing or determination of issues of law and fact.

The Parties

2. The "Staff" is the staff of the Consumer Product Safety Commission (hereinafter, "Commission"), an independent federal regulatory agency of the United States government, established by Congress pursuant to section 4 of the Consumer Product Safety Act (hereinafter, "CPSA"), as amended, 15 U.S.C. 2053.

3. Respondent CSA is a corporation organized and existing under the laws of the State of Massachusetts with its principal corporate offices located at 14 Norfolk Ave., South Easton, MA 02375.

Staff Allegations

4. Section 15(b) of the CPSA, 15 U.S.C. 2064(b), requires a manufacturer of a consumer product who, *inter alia*, obtains information that reasonably supports the conclusion that the product either, (1) contains a defect which could create a substantial product hazard or (2) creates an unreasonable risk of serious injury or death, to immediately inform the Commission of the defect or risk.

5. From approximately February 1995-April 1996 CSA imported and sold in the U.S. under its private label, "E-Force", approximately 340,000 rider-type exercise products, style T1200 Cross Trainer.

6. Beginning in April of 1995, CSA began receiving consumer complaints about welds on the apparatus breaking

or failing, suddenly and without warning, causing the user to fall and be injured. CSA failed to report this to the Commission.

7. Not until April 18, 1996, after learning of at least 52 such incidents of weld failure, many of which reported suffering personal injuries, did CSA finally file a report with the Commission.

8. Although CSA obtained sufficient information to reasonably support the conclusion that the exercise apparatus contained a defect which could create a substantial product hazard, or created an unreasonable risk of serious injury or death, it failed to report such information to the Commission as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b). This is a violation of section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4).

9. CSA's failure to report to the Commission, as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), was committed "knowingly", as that term is defined in Section 20(d) of the CPSA, 15 U.S.C. 2069(d), and CSA is subject to civil penalties under section 20 of the CPSA.

Response of CSA

10. CSA denies that its exercise apparatus identified in paragraph 5 above contains a defect which creates or could create a substantial product hazard within the meaning of section 15(a) of the CPSA, 15 U.S.C. 2064(a), or creates an unreasonable risk of serious injury or death, and further denies an obligation to report information to the Commission under section 15(b) of the CPSA, 15 U.S.C. 2064(b). Since CSA believes that it had no obligation to report the incidents of injury regarding the E-Force to the Commission, it did not knowingly fail to report these incidents to the Commission as required by section 15(b) of the CPSA, 15 U.S.C. 2064(b), and thus denies it is subject to civil penalties under section 20 of the CPSA, 15 U.S.C. 2069.

11. Despite believing that its product was not defective or unsafe, CSA voluntarily reported to the CPSC and voluntarily conducted a corrective repair of the E-Force.

12. By entering into the Settlement Agreement and Order, CSA does not admit any liability or wrongdoing. This Settlement Agreement and Order is agreed to by CSA to avoid incurring legal costs and adverse publicity and does not constitute, and is not evidence of, or admission of any liability or wrongdoing by CSA.

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