14. In settlement of the Staff’s allegations, Viking shall pay a civil penalty in the amount of four hundred fifty thousand dollars ($450,000.00) within twenty (60) calendar days of receiving service of the Commission’s final Order accepting the Agreement. The payment shall be made electronically to the CPSC via http://www.pay.gov.

15. The parties enter into this Agreement for settlement purposes only. The Agreement does not constitute an admission by Viking or a determination by the Commission that Viking violated the CPSA’s reporting requirements.

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

17. Upon the Commission’s final acceptance of the Agreement and issuance of the final Order, Viking knowingly, voluntarily and completely waives any rights it may have in this matter to the following: (i) An administrative or judicial hearing; (ii) judicial review or other challenge or contest of the Commission’s actions; (iii) a determination by the Commission as to whether Viking failed to comply with the CPSA and the underlying regulations; (iv) a statement of findings of fact and conclusions of law; and (v) any claims under the Equal Access to Justice Act.

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

19. The Agreement and the Order shall apply to and be binding upon Viking and each of its successors and/or assigns.

20. The Commission issues the Order under the provisions of the CPSA, and a violation of the Order may subject Viking and each of its successors and/or assigns to appropriate legal action.

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

22. If any provision of the Agreement or the Order is held to be illegal, invalid or unenforceable under present or future laws effective during the terms of the Agreement and the Order, such provision shall be fully severable. The balance of the Agreement and the Order shall remain in full force and effect, unless the Commission and Viking agree that severing the provision materially affects the purpose of the Agreement and the Order.

VIKING RANGE CORPORATION
Dated: 5/19/11
By: Fred Carl, Jr., President and Chairman of the Board, Viking Range Corporation, 111 W. Front Street, Greenwood, MS 38930.

Dated: 5/20/11
By: Michael J. Gidding, Esquire, Brown & Gidding PC, 3201 New Mexico Avenue NW, Suite 242, Washington, DC 20016–2756, Counsel for Viking Range Corporation.

U.S. CONSUMER PRODUCT SAFETY COMMISSION STAFF
Cheryl A. Falvey, General Counsel.
Mary B. Murphy, Assistant General Counsel.
Dated: 6/17/11
By: William J. Moore, Jr., Trial Attorney, Division of Compliance, Office of the General Counsel.

Order

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

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

Further Ordered that Viking shall pay a civil penalty in the amount of four hundred fifty thousand dollars ($450,000.00) within sixty (60) days of service of the Commission’s final Order accepting the Settlement Agreement. The payment shall be made electronically to the CPSC via http://www.pay.gov. Upon the failure of Viking to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Viking at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b).

Provisionally accepted and provisional Order issued on the 17th day of June, 2011. By Order of the Commission.

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

BILLING CODE 6355–01–P

DEPARTMENT OF DEFENSE

Department of the Air Force

U.S. Air Force Academy Board of Visitors; Notice of Meeting

AGENCY: U.S. Air Force Academy Board of Visitors, DoD.

ACTION: Meeting notice.

SUMMARY: In accordance with 10 U.S.C. 9355, the United States Air Force Academy (USFA) Board of Visitors (BoV) will meet in Harmon Hall, 2304 Cadet Drive, Suite 3300, at USAFA in Colorado Springs, CO, on July 15–16, 2011. Activities will begin on Friday, July 15 at 10 a.m. with an optional tour, and the formal meeting will convene at 1:30 p.m. The next day, the activities will begin at 7 a.m. and the formal meeting will convene at 8:15 a.m. The purpose of this meeting is to review morale and discipline, social climate, curriculum, instruction, infrastructure, fiscal affairs, academic methods, and other matters relating to the Academy. Specific topics for this meeting include a USAFA metrics review, the USAFA Diversity strategic plan, the USAFA Prep School mission, the USAFA Sexual Assault and Harassment culture and program, the Superintendent’s and Command Chief update, and the AF Academy Athletic Corporation.

In accordance with 5 U.S.C. 552b, as amended, and 41 CFR 102–3.155, two portions of this meeting shall be closed to the public because they will involve matters covered by subsection (c)(6) of 5 U.S.C. 552b.

Public attendance at the open portions of this USAFA BoV meeting shall be accommodated on a first-come, first-served basis up to the reasonable and safe capacity of the meeting room. In addition, any member of the public wishing to provide input to the USAFA BoV should submit a written statement in accordance with 41 CFR 102–3.140(c) and section 10(a)(3) of the Federal Advisory Committee Act and the procedures described in this paragraph. Written statements must address the following details: The issue, discussion, and a recommended course of action. Supporting documentation may also be included as needed to establish the appropriate historical context and provide any necessary background information. Written statements can be submitted to the Designated Federal...