4.2.6 Annual Fuel Utilization Efficiency. For manually controlled vented heaters, calculate the Annual Fuel Utilization Efficiency (AFUE) as a percent and defined as:

$AFUE = \eta_u$

where:

η_u = as defined in section 4.2.5 of this appendix.

(iii) With the exception of the modification set forth above, HEAT-N-GLO Fireplace Products, Inc. shall comply in all respects with the test procedures specified in Appendix O of Title 10 CFR Part 430, Subpart B.

(3) The Waiver shall remain in effect from the date of issuance of this Order until DOE prescribes final test procedures appropriate to models AT-SUPREME, BAY-GDV, BAY-STOVE, DVT-INSERT, DVT-STOVE, R5500RH, SL–3000, SL–32S, TOWNSEND I, TOWNSEND II, and 6000XLS vented heaters manufactured by HEAT-N-GLO Fireplace Products, Inc.

(4) This Waiver is based upon the presumed validity of statements, allegations, and documentary materials submitted by the petitioner. This Waiver may be revoked or modified at any time upon a determination that a factual basis underlying the Petition is incorrect.

(5) Effective November 20, 1996, this Waiver supersedes the Interim Waiver granted HEAT-N-GLO Fireplace Products, Inc. on October 7, 1996, 61 FR 53366, October 11, 1996. (Case No. DH–007).

Issued in Washington, DC, on November 20, 1996.

Christine A. Ervin,

Assistant Secretary, Energy Efficiency and Renewable Energy.

[FR Doc. 96–30940 Filed 12–4–96; 8:45 am]

BILLING CODE 6450–01–P

FEDERAL ELECTION COMMISSION

Sunshine Act Meeting Notices

DATE AND TIME: Tuesday, December 10, 1996, at 10:00 a.m.

PLACE: 999 E Street, NW., Washington, DC.

STATUS: This meeting will be closed to the public.

ITEMS TO BE DISCUSSED:

Compliance matters pursuant to 2 U.S.C. § 437g.

Audits conducted pursuant to 2 U.S.C. § 437g, § 438(b), and Title 26, U.S.C.

Matters concerning participation in civil actions or proceedings or arbitration.

Internal personnel rules and procedures or matters affecting a particular employee.

* * * * *

DATE AND TIME: Thursday, December 12, 1996. at 10:00 a.m.

PLACE: 999 E Street, NW., Washington, DC (Ninth Floor).

STATUS: This meeting will be open to the public.

ITEMS TO BE DISCUSSED:

Correction and Approval of Minutes.

Election of Chairman and Vice Chairman for 1997.

Administrative Matters.

PERSON TO CONTACT FOR INFORMATION: Mr. Ron Harris, Press Officer, Telephone: (202) 219–4155.

Delores Hardy,

Administrative Assistant.

[FR Doc. 96–31133 Filed 12–3–96; 2:48 pm]

BILLING CODE 6715–01–M

FEDERAL HOUSING FINANCE BOARD

Sunshine Act Meeting Notices

''FEDERAL REGISTER'' CITATION OF PREVIOUS ANNOUNCEMENT: 61 FR 60285, November 27, 1996.

PREVIOUSLY ANNOUNCED TIME AND DATE OF THE MEETING: 8:30 a.m. Wednesday, December 4, 1996.

CANCELLATION OF THE MEETING: Notice is hereby given of the cancellation of the Federal Housing Finance Board meeting scheduled for December 4, 1996.

CONTACT PERSON FOR MORE INFORMATION: Elaine L. Baker, Secretary to the Board, (202) 408–2837.

Rita I. Fair,

Managing Director.

[FR Doc. 96–31115 Filed 12–3–96; 2:45 pm]

BILLING CODE 6725–01–P

FEDERAL RETIREMENT THRIFT INVESTMENT BOARD

Sunshine Act Meeting Notice

TIME AND DATE: 10:00 a.m. (EST), December 16, 1996.

PLACE: 4th Floor, Conference Room, 1250 H Street, N.W., Washington, D.C.

STATUS: Open.

MATTERS TO BE CONSIDERED:

1. Approval of the minutes of the November 18, 1996, Board meeting.

2. Thrift Savings Plan activity report by the Executive Director.

3. Review of KPMG Peat Marwick audit reports:

(a) ''Pension and Welfare Benefits Administration Review of Thrift Savings Plan Withdrawal and Inactive Accounts Operations at the United States Department of Agriculture, National Finance Center.''

(b) ''Pension and Welfare Benefits Administration Review of Access Controls and Security Over the Thrift Savings Plan Computerized Resources at the United States Department of Agriculture, National Finance Center.''

(c) ''Pension and Welfare Benefits Administration Review of Thrift Savings Plan Account Maintenance Subsystem and Participant Support Process at the United States Department of Agriculture, National Finance Center.''

(d) ''Pension and Welfare Benefits Administration Review of U.S. Treasury Operations relating to the Thrift Savings Plan Investments in the Government Securities Fund.''

CONTACT PERSON FOR MORE INFORMATION: Thomas J. Trabucco, Director, Office of External Affairs, (202) 942–1640.

Dated: December 3, 1996.

Roger W. Mehle,

Executive Director, Federal Retirement Thrift Investment Board.

[FR Doc. 96–31117 Filed 12–3–96; 2:46 pm]

BILLING CODE 6760–01–M

FEDERAL TRADE COMMISSION

[File No. 942–3218]

California SunCare, Inc.; Donald J. Christal; Analysis to Aid Public Comment

AGENCY: Federal Trade Commission.

ACTION: Proposed consent agreement.

SUMMARY: In settlement of alleged violations of federal law prohibiting unfair or deceptive acts or practices and unfair methods of competition, this consent agreement, accepted subject to final Commission approval, would require, among other things, the Los Angeles, California-based company, and its president, to make certain disclosures in future ads and labeling, cautioning consumers that tanning, even without burning, can cause skin cancer and premature skin aging. The agreement settles allegations that California SunCare made false and unsubstantiated claims that moderate exposure to the ultraviolet radiation of the sun and in indoor tanning salons, such as those marketed by the company, is not harmful, and that such exposure actually provides many health benefits.

DATES: Comments must be received on or before February 3, 1997.

ADDRESSES: Comments should be directed to: FTC/Office of the Secretary, Room 159, 6th St. and Pa. Ave., N.W., Washington, D.C. 20580.

FOR FURTHER INFORMATION CONTACT: Joel Winston, Federal Trade Commission, S–4002, 6th and Pennsylvania Ave., NW, Washington, DC 20580. (202) 326–3153. Toby Milgrom Levin, Federal Trade Commission, S–4002, 6th and

Pennsylvania Ave., NW, Washington, DC 20580. (202) 326–3156.

SUPPLEMENTARY INFORMATION: Pursuant to Section 6(f) of the Federal Trade Commission Act, 38 Stat. 721, 15 U.S.C. 46, and Section 2.34 of the Commission's Rules of Practice (16 CFR 2.34), notice is hereby given that the above-captioned consent agreement containing a consent order to cease and desist, having been filed with and accepted, subject to final approval, by the Commission, has been placed on the public record for a period of sixty (60) days. The following Analysis to Aid Public Comment describes the terms of the consent agreement, and the allegations in the accompanying complaint. An electronic copy of the full text of the consent agreement package can be obtained from the Commission Actions section of the FTC Home Page (for November 19, 1996), on the World Wide Web, at ''http://www.ftc.gov/os/actions/htm.'' A paper copy can be obtained from the FTC Public Reference Room, Room H–130, Sixth Street and Pennsylvania Avenue, N.W., Washington, D.C. 20580, either in person or by calling (202) 326–3627. Public comment is invited. Such comments or views will be considered by the Commission and will be available for inspection and copying at its principal office in accordance with Section 4.9(b)(6)(ii) of the Commission's Rules of Practice (16 CFR 4.9(b)(6)(ii)).

Analysis of Proposed Consent Order To Aid Public Comment

The Federal Trade Commission has accepted an agreement to a proposed consent order from California Suncare, Inc., the manufacturer and marketer of ''California Tan Heliotherapy'' tanning products, and its president, Donald J. Christal (hereinafter sometimes referred to as respondents).

The proposed consent order has been placed on the public record for sixty (60) days for reception of comments by interested persons. Comments received during this period will become part of the public record. After sixty (60) days, the Commission will again review the agreement and the comments received and will decide whether it should withdraw from the agreement or make final the agreement's proposed order.

The Commission's complaint in this matter concerns representations made by respondents for their Heliotherapy line of skin care products, which are designed to be used in connection with tanning. The complaint alleges that certain advertisements and promotional materials disseminated by respondents have contained false or unsubstantiated claims about the safety and health benefits of exposure to ultraviolet radiation (''UVR'') from the sun or indoor tanning salons, and about the benefits and efficacy of the Heliotherapy products.

More specifically, the complaint alleges that respondents falsely represented that:

—The negative effects of UVR, including skin cancer and premature skin aging, are caused only by overexposure and burning, and not by moderate exposure;
—Tanning as a result of UVR exposure is not harmful to the skin;
—Use of Heliotherapy products prevents or minimizes the negative effects of UVR; and
—Exposure to UVR reduces the risk of skin cancer.

The complaint further challenges as unsubstantiated respondents' claims that exposure to UVR:

—Prevents or reduces the risk of colon and breast cancer;
—Lowers elevated blood pressure;
—Has benefits similar to those of exercise, including decreased blood pressure and lower heart rate;
—Significantly reduces serum cholesterol;
—Is an effective treatment for AIDS;
—Enhances the immune system; and
—Is necessary for the general population to reduce the risk of bone disorders such as osteoporosis and osteomalacia, which can be caused by reduced winter sunlight.

The complaint also alleges that respondents' claim that exposure to indoor UVR is an effective treatment for Seasonal Affective Disorder is unsubstantiated.

In addition, the complaint challenges as unsubstantiated certain claims about the tanning efficacy of certain Heliotherapy products, including claims that Heliotherapy MAXIMIZERS help users achieve up to forty-two percent better tanning results and that Heliotherapy products with two percent VITATAN improve users' ability to tan by up to sixty-seven percent.

Finally, the complaint charges that respondents falsely represented that scientific studies demonstrate that exposure to UVR provides the health benefits set forth above and that the American Medical Association endorses exposure to UVR as an effective medical treatment.

The proposed consent order contains provisions designed to remedy the violations charged and to prevent the respondents from engaging in similar acts and practices in the future.

Part I of the order prohibits respondents from making the false claims alleged in the complaint about the lack of harm from moderate UVR exposure and tanning, and the benefits of UVR in reducing the risk of skin cancer. Part I also prohibits misrepresentations about the ability of any tanning products or services to prevent or minimize the adverse effects of UVR exposure.

Part II requires scientific substantiation for the claims about health benefits from UVR exposure challenged as unsubstantiated in the complaint, and for any claims about the health benefits of sunlight or indoor ultraviolet radiation. Part III of the order requires substantiation for claims that any tanning product or service prevents or minimizes the harms of UVR or will improve tanning or about the performance, safety, benefits, or efficacy of any such product or service.

Part IV prohibits misrepresentations about studies or official endorsements for any product or service.

The order also requires certain clear and prominent disclosures in future advertising and labeling for certain tanning products about the risks of exposure to sunlight or indoor ultraviolet radiation. Part V.A requires a disclosure in future ads and promotional materials for all tanning products that do not contain a sunscreen ingredient providing a minimum sun protection factor (SPF) of two. The disclosure reads as follows:

CAUTION: Tanning in sunlight or under tanning lamps can cause skin cancer and premature skin aging—even if you don't burn.

The disclosure is required in all advertising, with the exception of television advertising, billboards, and publications directed primarily to salon professionals. The exempted publications are limited to periodicals sold only by subscription with a readership of at least fifty percent salon professionals. The above disclosure must be made in all nonexempt advertising until the respondents have spent $1,500,000 disseminating advertisements with the disclosure to consumers. If that amount is not spent within two years and six months after the order becomes effective, the exemptions no longer apply and the disclosure must appear in all advertising until the amount above is expended.

Parts V.B and C require disclosures about the adverse effects of tanning in advertising and product labeling for tanning products that contain representations about the health benefits or safety of exposure to UVR. The advertising disclosure becomes effective

immediately in the case of the three types of advertising that are exempt from Part V.A as described above and becomes effective for all other types of advertising once the requirements of Part V.A have been satisfied. The labeling disclosure is required when the order becomes effective and applies to any tanning product not containing a sunscreen ingredient of at least SPF two. The label disclosure in addition to cautioning about the harms of tanning, states that the product does not contain a sunscreen and does not protect against burning.

Part VI requires respondents to send a letter (appended to the order) to people who purchased Heliotherapy products for resale such as distributors and retailers. The letter describes the Commission's action and advises recipients to discontinue use of promotional materials that contain the challenged claims. The record keeping requirements for this part are laid out in Part VII. Part VII.C requires the respondents to warn and ultimately to stop doing business with recipients of the letter who continue to use materials that make the challenged claims.

Part VII contains a provision permitting respondents to use old labeling for 100 days after the effective date of the order. However, it requires the removal of all the fold-out labels once the order becomes effective.

The remaining parts of the order contain standard provisions with respect to record keeping, safe harbors for claims approved by the Food and Drug Administration, compliance, and sunsetting the order after twenty years.

The purpose of this analysis is to facilitate public comment on the proposed order, and it is not intended to constitute an official interpretation of the agreement and proposed order or to modify in any way their terms.

Donald S. Clark,

Secretary.

Statement of Commissioner Roscoe B. Starek, III, Concurring in Part and Dissenting in Part in California Suncare, Inc., File No. 942–3218

I have voted to accept for public comment the consent agreement with California Suncare, Inc. (CSI) because, for the most part, it provides appropriate relief for the extremely serious misrepresentations alleged in the complaint about the health and safety effects of ultraviolet radiation (UVR) exposure and the benefits and efficacy of the company's tanning products. However, I do not support including the ''untriggered'' disclosure in Part V.A. of the proposed order.[1] In my view this remedy constitutes corrective advertising, and I am not convinced that the evidence here meets the standard for imposing corrective advertising set forth in *Warner-Lambert Co.* v. *FTC*, 562 F.2d 749, 762 (D.C. Cir. 1977), *cert. denied*, 435 U.S. 950 (1978).

Both the characteristics and scope of the untriggered disclosure lead me to conclude that it is actually corrective advertising in disguise. The disclosure requirement has certain characteristics usually associated with corrective advertising: it runs until a specific time period expires and a specific sum of money is exhausted, and it must be made regardless of the representations CSI makes about its products. *See, e.g., American Home Products Corp.* v. *FTC*, 695 F.2d 681, 700 (3d Cir. 1982) (''[A] genuine corrective advertising requirement . . . demand[s] disclosure in future advertisements regardless of the content of those advertisements.''). Most significant, however, the scope of the untriggered disclosure far exceeds its rationale. The disclosure must appear in CSI's general advertising as well as in all promotional materials distributed directly to consumers for any tanning product that does not contain a sunscreen with a minimum SPF of 2. Yet the rationale advanced for this untriggered disclosure is that it is necessary to protect prospective purchasers from being misled by future misrepresentations about the effects of UVR exposure, particularly misrepresentations that might occur at ''the point of sale''—the tanning salons where consumers purchase CSI products. I see no reason for the untriggered disclosure to appear in general advertising if the disclosure's true intent is to prevent possible future deception of consumers at the point of sale.

The disparity between the scope of the disclosure and its rationale suggests to me that its primary purpose is more consistent with corrective advertising than with an affirmative disclosure. The purpose of corrective advertising is to dispel false beliefs in the public mind created or reinforced by a challenged ad that are likely to endure (and thus to influence purchase decisions) even after the ad stops running. In contrast, the purpose of an affirmative disclosure remedy is to prevent deception from future claims like or related to those challenged.[2] I recognize that the untriggered disclosure might have some impact on potential future deceptive claims about UVR exposure at the point of sale, but it is overbroad for this particular purpose, and the need for it seems minimal in light of the extensive other relief provided by the order.[3] Thus, the main purpose of this untriggered disclosure seems to be to ameliorate lingering false beliefs that may have been created or reinforced by CSI's past claims that UVR exposure not only is not harmful but is positively beneficial.

Although both corrective advertising and affirmative disclosures are forms of fencing-in relief that are well within the Commission's remedial authority, the standard for imposing corrective advertising is significantly more stringent than that for an affirmative disclosure. In imposing corrective advertising, the Commission normally relies on extrinsic evidence of the existence of lingering false beliefs created by past advertising. In certain cases, however, it may be possible to presume the existence of such false beliefs based on the nature and extent of the advertising campaign. *Warner-*

[1] Part V.A. requires CSI to include the following statement in all advertising and promotional materials disseminated directly to consumers or through purchasers for resale (except television advertising, billboards and advertising in magazines sold only by subscription for which half or more of the readership is comprised of tanning or beauty salon professionals): ''CAUTION: Tanning in sunlight or under tanning lamps can cause skin cancer and premature aging—even if you don't burn.'' This disclosure is applicable to all of respondent's products that contain a sunscreen ingredient providing a sun protection factor (SPF) of less than 2 and must be made until CSI spends $1.5 million on dissemination. If CSI does not expend this amount within 2½ years after the service of the order, the untriggered disclosure then becomes applicable to all forms of advertising until the required amount is spent.

[2] It is difficult to draw bright lines between these possible forms of fencing-in relief, and I am not suggesting that the Commission forgo ordering affirmative disclosures in all circumstances in which the disclosures, while targeted primarily at the prevention of deception from future claims, may also incidentally affect a possible lingering public misimpression created by past advertising. This situation is not the case presented here.

[3] In addition to prohibiting misrepresentations about the effects of UVR exposure and tanning and unsubstantiated claims about the performance, safety, benefits, or efficacy of products or services used in connection with tanning, the proposed order requires two additional affirmative disclosures (Parts V.B. and V.C.) that are triggered by claims about the safety or health benefits of exposure to sunlight or indoor UVR. The language of these triggered disclosures is similar to that of the untriggered disclosure. The triggered disclosures apply to labeling and packaging—forms of advertising exempted from the untriggered disclosure—and, after the untriggered disclosure requirement runs out, to all other advertising and promotional material. The proposed order (Part VI) also requires CSI to send a letter to distributors and retailers of the company's tanning products that describes the Commission's enforcement action and advises them to stop using ads and promotional materials that contain any of the representations prohibited by the order or face losing CSI's business.

Lambert, 562 F.2d at 762–63.[4] An affirmative disclosure remedy, on the other hand, requires only that the disclosure be ''reasonably related'' to the alleged violations. In my view, it is important to distinguish between corrective advertising and affirmative disclosures because the Commission should not evade the more demanding standard for corrective advertising where it is clearly applicable.

There appears to be little basis for Part V.A. of the proposed order when it is viewed as corrective advertising. There is no direct evidence that CSI's ads and sales materials created or contributed to a lingering false impression that UVR exposure through sunlight and tanning has the health and safety benefits represented by the company. Moreover, I am not persuaded that it would be appropriate to presume that the company's message—that UVR exposure is beneficial—would endure in light of pervasive messages to the contrary.

By accepting this consent agreement, the Commission is coming perilously close to lowering its standard for imposing corrective advertising by erasing the already blurred dividing line between that form of fencing-in relief and affirmative disclosures. Such a change is one that I cannot endorse.

[FR Doc. 96–30944 Filed 12–4–96; 8:45 am]
BILLING CODE 6750–01–P

[4] *See, e.g., Eggland's Best, Inc.*, Docket No. C–3520 (Aug. 15, 1994) (Statement of Roscoe B. Starek, III).

[File Nos. 952 3093, 952 3094, 952 3095, 952 3450, and 952 3096

General Motors Corp., American Honda Motor Co., Inc., American Isuzu Motors, Inc., Mazda Motor of America, Inc., and Mitsubishi Motor Sales of America, Inc., Analysis To Aid Public Comment

AGENCY: Federal Trade Commission.

ACTION: Proposed consent agreements.

SUMMARY: In settlement of alleged violations of federal law prohibiting unfair or deceptive acts or practices and unfair methods of competition, these five consent agreements, accepted subject to final Commission approval, would require, among other things, five major automobile manufacturers to provide consumers with clear, readable, and understandable cost information in their car lease and financed purchase advertising. The agreements prohibit the manufacturers from featuring low monthly payments or low amounts ''down'' in large, bold print, while hiding additional costs and sometimes contradictory information in ''mouse print'' that is difficult or impossible to read.

DATES: Comments must be received on or before February 3, 1997.

ADDRESSES: Comments should be directed to: FTC/Office of the Secretary, Room 159, 6th St. and Pa. Ave., N.W., Washington, D.C. 20580.

FOR FURTHER INFORMATION CONTACT: David Medine, Federal Trade Commission, S–4429, 6th and Pennsylvania Ave., NW, Washington, DC 20580. (202) 326–3224.

SUPPLEMENTARY INFORMATION: Pursuant to Section 6(f) of the Federal Trade Commission Act, 38 Stat. 721, 15 U.S.C. 46, and Section 2.34 of the Commission's Rules of Practice (16 CFR 2.34), notice is hereby given that the above-captioned consent agreements containing consent orders to cease and desist, having been filed with and accepted, subject to final approval, by the Commission, have been placed on the public record for a period of sixty (60) days. The following Analysis to Aid Public Comment describes the terms of the five consent agreements, and the allegations in the accompanying complaints. Electronic copies of the full text of the five consent agreement packages can be obtained from the Commission Actions section of the FTC Home Page (for November 21, 1996), on the World Wide Web, at ''http://www.ftc.gov/os/actions/htm.'' Paper copies can be obtained from the FTC Public Reference Room, Room H–130, Sixth Street and Pennsylvania Avenue, N.W., Washington, D.C. 20580, either in person or by calling (202) 326–3627. Public comment is invited. Such comments or views will be considered by the Commission and will be available for inspection and copying at its principal office in accordance with Section 4.9(b)(6)(ii) of the Commission's Rules of Practice (16 CFR 4.9(b)(6)(ii)).

Analysis of Proposed Consent Orders To Aid Public Comment

The Federal Trade Commission has accepted separate agreements, subject to final approval, to proposed consent orders from General Motors Corporation (''General Motors''), American Honda Motor Corporation, Inc. (''Honda''), American Isuzu Motors Inc. (''Isuzu''), Mazda Motor of America, Inc. (''Mazda''), and Mitsubishi Motor Sales of America, Inc. (''Mitsubishi'') (collectively referred to as ''respondents'').

The proposed consent orders have been placed on the public record for sixty (60) days for reception of comments by interested persons. Comments received during this period will become part of the public record. After sixty (60) days, the Commission will again review the agreements and the comments received and will decide whether it should withdraw from the agreements or make final the agreements' proposed orders.

The complaints allege that each of the respondents' automobile lease advertisements violated the Federal Trade Commission Act (''FTC Act''), the Consumer Leasing Act (''CLA''), and Regulation M. The complaints also allege that General Motors and Mitsubishi's automobile credit advertisements violated the FTC Act, the Truth in Lending Act (''TILA''), and Regulation Z. Section 5 of the FTC Act prohibits false, misleading, or deceptive representations or omissions of material information in advertisements. In addition, Congress established statutory disclosure requirements for lease and credit advertising under the CLA and the TILA, respectively, and directed the Federal Reserve Board (''Board'') to promulgate regulations implementing such statutes—Regulations M and Z. *See* 15 U.S.C. §§ 1601–1667e; 12 C.F.R. Part 213; 12 C.F.R. Part 226. On September 30, 1996, Congress passed revisions to the CLA that will be implemented by the Board through future changes to Regulation M and will become optionally effective immediately. See Title II, Section 2605 of the Omnibus Consolidated Appropriations Act for Fiscal Year 1997, Pub. L. No. 104–208, 110 Stat. 3009, _____ (Sept. 30, 1996)(''revised CLA''), as amended, and Section 213.7(d)(2) of revised Regulation M, 61 Fed. Reg. at 52,261 (to be codified at 12 C.F.R. § 213.7(d)(2)), as amended.

The complaints against General Motors, Honda, Isuzu, Mazda, and Mitsubishi allege that respondents' automobile lease advertisements represented that a particular amount stated as ''down'' is the total amount consumers must pay at the initiation of a lease agreement to lease the advertised vehicles. This representation is false, according to the complaints, because consumers must pay additional fees beyond the amount stated as ''down,'' such as the security deposit and first month's payment, to lease the advertised vehicles. The complaints also allege that respondents failed to disclose adequately these additional fees in their advertisements. These practices, according to the complaints, constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act.

The complaints further allege that respondents' lease advertisements failed to disclose the terms of the offered lease