

## TRANSACTIONS GRANTED EARLY TERMINATION BETWEEN: 012996 AND 020996—Continued

Name of acquiring person, name of acquired person, name of acquired entity	PMN No.	Date terminated
Praxair, Inc., The Shumway Estate, General Welding Supply Co., Inc .....	96-0841	02/09/96
David C. Arch, Bayer AG, Bayer Corporation .....	96-0884	02/09/96
Horizon/CMS Healthcare Corporation, Pacific Rehabilitation & Sports Medicine, Inc., Pacific Rehabilitation & Sports Medicine, Inc .....	96-0890	02/09/96
Dover Corporation, The 162 Trust, Hill Samuel Trust Company, Ltd., Trustee, Robohand, Inc .....	96-0891	02/09/96
Dover Corporation, Mr. Alexandru Ionescu, Robohand, Inc .....	96-0892	02/09/96
CENEX, Inc., MAPCO Inc., Thermogas Company .....	96-0904	02/09/96
Bruce G. Robert, Volker Dolch, Dolch American Instruments, Inc .....	96-0921	02/09/96
The Bank of New York Company, Inc., PNC Bank Corp., Midlantic Commercial Co .....	96-0941	02/09/96
ECCO S.A. (a French company) BCE Inc. (a Canadian company), BCE Commcor Management, Inc .....	96-0942	02/09/96
Ameritech Pension Trust, Meridian Industrial Trust, Inc., Meridian Industrial Trust, Inc .....	96-0943	02/09/96
Wendy's International, Inc., Imasco Limited, MRO Mid-Atlantic Corporation and MRO Northeast, Incorp .....	96-0946	02/09/96
Danaher Corporation, KTM Holdings, Inc., Ketema, Inc .....	96-0954	02/09/96
Tiger Real Estate Fund, L.P., Martin V. Smith, Smith Family Trust .....	96-0955	02/09/96
Sybron International Corporation, The Naugatuck Glass Company, The Naugatuck Glass Company .....	96-0956	02/09/96
Century Communications Corp., ML Media Partners, L.P., ML Media Partners, L.P .....	96-0963	02/09/96
Pasadena Hospital Assoc., Ltd., dba Huntington Mem. Hos, Montebello Community Health Services, Inc., Montebello Community Health Services, Inc .....	96-0964	02/09/96
Snyder Oil Corporation, Gerrity Oil and Gas Corporation, Gerrity Oil & Gas Corporation .....	96-0965	02/09/96
Southern California Physicians Insurance Exchange, Citicorp, FG Insurance Corporation and FG Casualty Company .....	96-0969	02/09/96
Wolseley plc, John M. Denlinger, Denlinger, Inc .....	96-0970	02/09/96
Madison Dearborn Capital Partners, L.P., New River Holding, Inc., New River Holding, Inc .....	96-0976	02/09/96
Detection Systems, Inc., Expamet International PLC (a British company), Radionics, Inc .....	96-0979	02/09/96
EXOR Group S.A., New River Holdings, Inc., New River Holdings, Inc .....	96-0984	02/09/96
The 1818 Fund II, L.P., New River Holding, Inc., New River Holding, Inc .....	96-0985	02/09/96
Philip S. Niarchos, RCPI Holdings Inc. (a Newco), RCPI Holdings Inc .....	96-0990	02/09/96
Spyros S. Niarchos, RCPI Holdings Inc. (a Newco), RCPI Holdings Inc .....	96-0991	02/09/96
First Union Corporation, Gerald L. Kilcoyne, Northbrook Rail Corporation .....	96-0997	02/09/96
Ronald M. Cameron, Piedmont Poultry Company, Inc., Piedmont Poultry Company .....	96-0999	02/09/96
AMP Incorporated, Robert M. Bretholtz, Madison Cable Corp. and assets of Jared Associates .....	96-1002	02/09/96
AMP Incorporated, Harold N. Cotton, Madison Cable Corp. and assets of Jared Associates .....	96-1003	02/09/96

**FOR FURTHER INFORMATION CONTACT:**

Sandra M. Peay or Renee A. Horton,  
Contact Representatives, Federal  
Trade Commission, Premerger  
Notification Office, Bureau of  
Competition, Room 303, Washington,  
D.C. 20580, (202) 3100.

By Direction of the Commission.

Donald S. Clark,

Secretary.

[FR Doc. 96-3930 Filed 2-21-96; 8:45 am]

BILLING CODE 6750-01-M

[File No. 952-3188]

**Azrak-Hamway International, Inc.,  
Marvin Azrak, Ezra Hamway; Consent  
Agreement With Analysis To Aid  
Public Comment**

**AGENCY:** Federal Trade Commission.

**ACTION:** Consent agreement.

**SUMMARY:** In settlement of alleged violations of federal law prohibiting unfair acts and practices and unfair methods of competition, this consent agreement, accepted subject to final Commission approval, would bar the New York City-based corporation from using deceptive demonstrations and certain other misrepresentations in

future advertising campaigns. Azrak-Hamway, which distributes toys through its Remco Toys Division, is also required to notify television stations that ran its allegedly deceptive ads of the FTC action, to advise television stations of the availability of guidelines for screening children's advertising, and to offer a refund to customers who bought its Steel Tec toy vehicles. The consent agreement settles allegations stemming from the advertising and marketing of Azrak-Hamway International's line of Steel Tec toy vehicles.

**DATES:** Comments must be received on or before April 22, 1996.

**ADDRESSES:** Comments should be directed to: FTC/Office of the Secretary, Room 159, 6th Street and Pennsylvania Avenue, NW., Washington, D.C. 20580.

**FOR FURTHER INFORMATION CONTACT:**

Toby Milgrom Levin, Federal Trade Commission, S-4002, 6th and Pennsylvania Avenue NW., Washington, DC 20580, (202) 326-3156.

Joel Winston, Federal Trade Commission, S-4002, 6th and Pennsylvania Avenue NW., Washington, DC 20580. (202) 326-3153.

**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 following 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. 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)).

United States of America Before  
Federal Trade Commission

In the matter of: Azrak-Hamway International, Inc., a corporation, and Marvin Azrak and Ezra Hamway, individually and as officers of said corporation. File No. 952 3188.

Agreement Containing Consent Order  
To Cease and Desist

The Federal Trade Commission, having initiated an investigation of certain acts and practices of Azrak-

Hamway International, Inc., a corporation, and Marvin Azrak and Ezra Hamway, individually and as officers of said corporation ("proposed respondents"), and it now appearing that proposed respondents are willing to enter into an agreement containing an order to cease and desist from the use of the acts and practices being investigated.

It is hereby agreed by and between Azrak-Hamway International, Inc., by its duly authorized officer, and Marvin Azrak and Ezra Hamway, individually and as officers of said corporation, and their attorney, and counsel for the Federal Trade Commission that:

1. Proposed respondent Azrak-Hamway International, Inc. is a corporation organized, existing, and doing business under and by virtue of the laws of the State of New York, with its office and principal place of business located at 1107 Broadway, New York, New York 10010.

Proposed respondents Marvin Azrak and Ezra Hamway are owners and officers of Azrak-Hamway International, Inc. They formulate, direct and control the policies, acts and practices of said corporation and their address is the same as that of said corporation.

2. Proposed respondents admit all the jurisdictional facts set forth in the draft of complaint here attached.

3. Proposed respondents waive:

- (a) Any further procedural steps;
- (b) The requirement that the

Commission's decision contain a statement of findings of fact and conclusions of law; and

(c) All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.

4. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft of complaint contemplated thereby, will be placed on the public record for a period of sixty (60) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify the proposed respondents, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

5. This agreement is for settlement purposes only and does not constitute an admission by proposed respondents that the law has been violated as alleged

in the draft of complaint here attached, or that the facts as alleged in the draft complaint, other than the jurisdictional facts, are true.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of § 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondents, (1) issue its complaint corresponding in form and substance with the draft of complaint here attached and its decision containing the following order to cease and desist in disposition of the proceeding and (2) make information public in respect thereto. When so entered, the order to cease and desist shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery by the U.S. Postal Service of the complaint and decision containing the agreed-to order to proposed respondents' address as stated in this agreement shall constitute service. Proposed respondents waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the order, and no agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of the order.

7. Proposed respondents have read the proposed complaint and order contemplated hereby. Proposed respondents understand that once the order has been issued, they will be required to file one or more compliance reports showing that they have fully complied with the order. Proposed respondents further understand that they may be liable for civil penalties in the amount provided by law for each violation of the order after it becomes final.

Order

*I*

It is ordered that respondents, Azrak-Hamway International, Inc., a corporation, its successors and assigns, and its officers, and Marvin Azrak and Ezra Hamway, individually and as officers of said corporation, and respondents' agents, representatives and employees, directly or through any corporation, subsidiary, division or other device, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any toy in or affecting

commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

A. In connection with any advertisement or package depicting a demonstration, experiment or test, making any representation, directly or by implication, that the demonstration, picture, experiment or test depicted in the advertisement or package proves, demonstrates or confirms any material quality, feature or merit of any toy when such demonstration, picture, experiment or test does not prove, demonstrate or confirm the representation for any reason, including but not limited to:

1. The undisclosed use or substitution of a material mock-up or prop;

2. The undisclosed material alteration in a material characteristic of the advertised toy or any other material prop or device depicted in the advertisement; or

3. The undisclosed use of a visual perspective or camera, film, audio or video technique; that, in the context of the advertisement as a whole, materially misrepresents a material characteristic of the advertised toy or any other material aspect of the demonstration or depiction.

Provided, however, that notwithstanding the foregoing, nothing in this order shall be deemed to otherwise preclude the use of fantasy segments or prototypes which use otherwise is not deceptive.

B. Misrepresenting, directly or by implication, any performance characteristic of any toy.

C. Misrepresenting the number of toys contained in, or that can be constructed with the parts contained in, the package.

*II*

It is further ordered that for three (3) years after the last date of dissemination of any representation covered by this order, respondent Azrak-Hamway International, Inc., or its successors and assigns, shall maintain and upon request make available to the Federal Trade Commission or its staff for inspection and copying:

A. All materials that were relied upon in disseminating such representation;

B. Any and all videotapes, in complete as well as unedited form, and any and all still photographs taken during the production of any advertisement depicting a demonstration, experiment, or test;

C. Any and all affidavits or certifications submitted by an employee, agent or representative of respondent to a television network or to any other individual or entity, which affidavit or certification affirms the accuracy or

integrity of a demonstration or demonstration techniques contained in an advertisement; and

D. Any toy, as well as the packaging for any toy, involved in such representation.

### III

It is further ordered that respondent Azrak-Hamway International, Inc., or its successors and assigns, shall offer refunds to purchasers of any Steel Tec toy(s) in accordance with the provisions of this Part.

A. Within fifteen (15) days from the date of service of this order, respondents shall compile a mailing list containing the name and last known address of each purchaser in respondents' possession or control. This list shall include all purchasers who have contacted respondents, either in writing or by telephone, regarding a Steel Tec toy. Within sixty (60) days from the date of service of this order, respondents shall provide Commission staff with a computer print-out copy of the mailing list, as well as provide the list in computer readable form, in standard MS-DOS diskettes or IBM-mainframe compatible tape.

B. Within sixty (60) days from the date of service of this order, respondents shall send via first-class mail, postage prepaid, a Notice of Refund Offer in the form set forth in Appendix B to this order, to all purchasers listed on the mailing list required by subpart A of this Part.

C. Respondents shall also send via first-class mail, a postage prepaid, a Notice of Refund Offer, in the form set forth in Appendix B to this order, to all purchasers who contact respondents or the Commission in any manner within one hundred twenty (120) days from the date of service of this order. Each mailing shall be made within fifteen (15) business days after respondents receive the purchaser's name and address.

D. No information other than that contained in Appendix B shall be included in or added to the Notice of Refund Offer, nor shall any other material be transmitted therewith. The envelope containing the Notice of Refund Offer shall be in the form set forth in Appendix C to this order. For each mailing returned by the U.S. Postal Service as undeliverable for which respondents thereafter obtain a corrected address, respondents shall, within fifteen (15) business days after receiving the corrected address, send a Notice of Refund Offer to the corrected address.

E. Respondents shall send a refund check to each purchaser who returns the

completed application form appended to the Notice of Refund Offer to respondents or who otherwise requests a refund in writing, and who returns the toy(s), or a substantial portion of the toy(s), to respondents within one hundred eighty days (180) from the date of service of this order. The amount of the refund shall equal the sum of the price for the toy(s) as set forth in Appendix A to this order and the actual cost of postage for returning the toy(s). Respondents shall send refund checks by first-class mail, postage prepaid within fifteen (15) business days after respondents receive the returned toy(s) from the purchaser. The envelope containing the refund check shall be in the form set forth in Appendix D to this order.

F. Respondents shall notify any purchaser who applies for a refund but fails to return the Steel Tec toy or to otherwise apply properly of any error in the purchaser's refund application, and shall provide a reasonable opportunity for the purchaser to rectify any such error.

G. Within two hundred forty (240) days from the date of service of this order, respondents shall furnish to Commission staff the following:

1. In computer readable form (standard MS-Dos diskettes or IBM-mainframe compatible tape) and in computer print-out form, a list of the names and addresses of all consumers who were sent refund checks pursuant to Part III of this order, and for each name included on the list, the amount, check number and mailing date of every refund check sent;

2. In computer readable form (standard MS-Dos diskettes or IBM-mainframe compatible tape) and in computer print-out form, a list of the names and addresses of all consumers who contacted respondents or were referred to respondents by the Commission in accordance with subpart C of this Part;

3. Copies of all correspondence and other communications to, from, or concerning all consumers who requested a refund but were refused, and the reason(s) for denying the refund;

4. All Notices of Refund Offer returned to respondents as undeliverable; and

5. All other documents and records evidencing efforts made and actions taken by respondents to identify, locate, contact and provide refunds to consumers requesting a refund.

For purposes of this Part, "purchaser" shall mean any person who has purchased a Steel Tec toy and who has not previously received a full refund of

the purchase price. "Steel Tec toy(s)" shall mean any of the toys identified in Appendix A to this order. "Substantial portion" of the toy shall mean a majority of the parts, including the battery pack, if such is part of the toy.

### IV

It is further ordered that respondent Azrak-Hamway International, Inc., or its successors and assigns, shall within sixty (60) days after the date of service of this order send by certified mail, return receipt requested, to the station president or manager of each television station that aired any advertisement that was the subject of the complaint issued in this matter, as identified in Appendix F to this order, a copy of the letter set forth in Appendix E to this order.

### V

It is further ordered that respondent Azrak-Hamway International, Inc., or its successors and assigns, shall within thirty (30) days after service of this order, provide a copy of this order to its current principals, officers, directors, and managers, and to all personnel, agents, and representatives having sales, advertising, or policy responsibility with respect to the subject matter of this order.

### VI

It is further ordered that respondents Marvin Azrak and Ezra Hamway shall, for a period of ten (10) years from the date of entry of this order, notify the Commission within thirty (30) days of the discontinuance of their present business or employment and of their affiliation with any new business or employment. Each such notice of affiliation with any new business or employment shall include the respondent's new business address and telephone number, current home address, and a statement describing the nature of the business or employment and his duties and responsibilities.

### VII

It is further ordered that respondent Azrak-Hamway International, Inc. shall notify the Federal Trade Commission at least thirty (30) days prior to any proposed change in its corporate structure, including but not limited to dissolution, assignment, or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or affiliates, the planned filing of a bankruptcy petition, or any other corporate change that may affect compliance obligations arising out of this order.

VIII

This order will terminate twenty (20) years from the date of its issuance, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

A. Any paragraph in this order that terminates in less than twenty years;

B. This order's application to any respondent that is not named as a defendant in such complaint; and

C. This order if such complaint is filed after the order has terminated pursuant to this paragraph.

Provided further, that if such complaint is dismissed or a federal court rules that the respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this paragraph as though the complaint was never filed, except that the order will

not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

IX

It is further ordered that respondents shall, within sixty (60) days after service of this order, and at such other times as the Federal Trade Commission may require, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order.

APPENDIX A.—STEEL TEC TOYS SUBJECT TO THE REFUND OFFER

Toy or toy set	Refund amount
Helicopter (not battery operated):	
Helicopter (packaged individually)(System 203/item #7009) .....	\$8.99
Starter Set Copters (System 151/item #7085) .....	14.99
Street and Flying Vehicles (System 203/item #7000) .....	8.99
Helicopter (battery operated):	
Road & Air Vehicles Plus Walking Robot Set (System 305/item #7022) .....	39.99
Construction & Road Vehicles Set (System 202/item #7010) .....	19.99
Road & Air Vehicles Set (System 307/item #7020) .....	29.99
Road, Rail and Air Vehicles Set (System 302/item #7024) .....	34.99
Formula 1 race car:	
Road & Air Vehicles Set (System 307/item #7020) .....	29.99
Road & Air Vehicles Plus Waling Robot Set (System 395/item #7022) .....	39.99
Off road super sport:	
Road & Air Vehicles Set (System 307/item #7020) .....	29.99
Construction Vehicles Set (System 306/item #7021) .....	29.99
Road & Air Vehicles Plus Walking Robot Set (System 305/item #7022) .....	39.99
Sand buggy:	
Road & Air Vehicles Set (System 307/item #7020) .....	29.99
Road & Air Vehicles Plus Walking Robot Set (System 305/item #7022) .....	39.99
Road, Rail and Air Vehicles Set (System 302/item #7024) .....	34.99
Excavating and Land Vehicles Set (System 303/item #7025) .....	24.99
Dump truck (not battery operated):	
Street and Flying Vehicles (System 202/item #7000) .....	8.99
Construction and Road Vehicles (System 202/item #7010) .....	19.99
Dump truck (battery operated):	
Heavy Machinery/Construction Vehicles Plus Walking Dinosaur Set (System 304/item #7023) .....	39.99
Dozer (bulldozer):	
Construction Vehicles Set (System 306/item #7021) .....	29.99
Road & Air Vehicles Plus Walking Robot Set (System 305/item #7022) .....	39.99
Heavy Machinery/Construction Vehicles Plus Walking Dinosaur Set (System 304/item #7023) .....	39.99
Excavating and Land Vehicles Set (System 303/item #7025) .....	24.99
Harley-Davidson® Motorcycles Set (not battery operated):	
(System 201/item #7090) .....	34.99
Harley-Davidson® Motorcycles Set (battery operated):	
(System 301/item #7091) .....	44.99
Hypersonic jet fighter:	
Power Command Center/Value Pack: including Fighter Jet, Power Wrench and Storage Case (item #7031) .....	19.99
Power Command Center/Value Pack: including Fighter Jet and Power Wrench but without Storage Case (item #7031A) .....	12.49
Power Command Center/Value Pack: including Fighter Jet and Storage Case but without Power Wrench (item #7031B) .....	12.49
Power Command Center/Value Pack: without Power Wrench and Storage Case [returning Fighter Jet only] (item #7031C) .....	4.99
Starter Set Airplanes Assortment (System 151/item #7085) .....	14.99

Appendix B.—Notice of Refund Offer

Dear Remco Toys Customer:  
 YOU MAY BE ENTITLED TO A CASH REFUND. We understand that you may have bought one or more Steel Tec Toys. We recently settled a dispute with the Federal Trade Commission about allegedly deceptive advertising for Steel Tec Toys. The FTC alleges that certain Steel Tec ads showed the

toy vehicles flying, driving or moving in ways that they cannot actually do. Although we don't believe that our ads were deceptive, we have agreed to give a full refund to all eligible purchasers who return the toy and ask for their money back.

To get a refund, here's what you need to do:

(1) Check the attached list to make sure that the toy you bought is included in this refund offer.

(2) Return the toy(s), assembled or unassembled, including the battery pack, if it is part of the toy. The original packaging is not required.

(3) Fill out the attached form. Then send the form *and* the toy back to us by first-class

mail. To be eligible for a refund, you must send us the toy by [DATE CERTAIN 180 DAYS AFTER THE DATE OF SERVICE OF THE ORDER].

(4) For every eligible toy you return, we'll send you a check for the price of the toy as stated on the attached list and the return postage. We'll send you a refund check within 15 business days of receiving the toy.

If you believe that you were not deceived by the alleged deceptive advertising and you are satisfied with your Steel Tec toy, you are not required to return the toy for a refund.

To get your refund, please make sure to write your correct address on the attached

form. If you have any questions, please call 1-800-243-2961.

President,  
Remco Toys.

Detach and Return This Form With the Toy

Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Name of Steel Tec Toy or Toy Set \_\_\_\_\_

Return this form and the toy by first-class mail to: Steel Tec Toy Refund, Remco Toys, 36 W. 25th Street, New York, New York 10016.

Deadline: (Date Certain 180 Days After Date of Service of the Order)

For Office Use Only:  
Date Received \_\_\_\_\_  
Toy Received \_\_\_\_\_  
Postage Paid \_\_\_\_\_  
Receiver \_\_\_\_\_  
Refund \$ \_\_\_\_\_  
Approved by \_\_\_\_\_  
Check Date \_\_\_\_\_  
Check # \_\_\_\_\_  
Check \$ \_\_\_\_\_  
Mailing Date \_\_\_\_\_

STEEL TEC TOYS SUBJECT TO THE REFUND OFFER

Toy or toy set	Refund amount
Helicopter (not battery operated):	
Helicopter (packaged individually) (System 203/item #7009) .....	\$8.99
Starter Set Copters (System 151/item #7085) .....	14.99
Street and Flying Vehicles (System 203/item #7000) .....	8.99
Helicopter (battery operated):	
Road & Air Vehicles Plus Walking Robot Set (System 305/item #7022) .....	39.99
Construction & Road Vehicles Set (System 202/item #7010) .....	19.99
Road & Air Vehicles Set (System 307/item #7020) .....	29.99
Road, Rail and Air Vehicles Set (System 302/item #7024) .....	34.99
Formula 1 race car:	
Road & Air Vehicles Set (System 307/item #7020) .....	29.99
Road & Air Vehicles Plus Walking Robot Set (System 305/item #7022) .....	39.99
Off road super sport:	
Road & Air Vehicles Set (System 307/item #7020) .....	29.99
Construction Vehicles Set (System 306/item #7021) .....	29.99
Road & Air Vehicles Plus Walking Robot Set (System 305/item #7022) .....	39.99
Sand buggy:	
Road & Air Vehicles Set (System 307/item #7020) .....	29.99
Road & Air Vehicles Plus Walking Robot Set (System 305/item #7022) .....	39.99
Road, Rail and Air Vehicles Set (System 302/item #7024) .....	34.99
Excavating and Land Vehicles Set (System 303/item #7025) .....	24.99
Dump truck (not battery operated):	
Street and Flying Vehicles (System 203/item #7000) .....	8.99
Construction and Road Vehicles (System 202/item #7010) .....	19.99
Dump truck (battery operated):	
Heavy Machinery/Construction Vehicles Plus Walking Dinosaur Set (System 304/item #7023) .....	39.99
Dozer (bulldozer):	
Construction Vehicles Set (System 306/item #7021) .....	29.99
Road & Air Vehicles Plus Walking Robot Set (System 305/item #7022) .....	39.99
Heavy Machinery/Construction Vehicles Plus Walking Dinosaur Set (System 304/item #7023) .....	39.99
Excavating and Land Vehicles Set (System 303/item #7025) .....	24.99
Harley-Davidson® motorcycles set (not battery operated):	
(System 201/item #7090) .....	34.99
Harley-Davidson® motorcycles set (battery operated):	
(System 301/item #7091) .....	44.99
Hypersonic jet fighter:	
Power Command Center/Value Pack: including Fighter Jet, Power Wrench and Storage Case (item #7031) .....	19.99
Power Command Center/Value Pack: including Fighter Jet and Power Wrench but without Storage Case (item #7031A) .....	12.49
Power Command Center/Value Pack: including Fighter Jet and Storage Case but without Power Wrench (item #7031B) .....	12.49
Power Command Center/Value Pack: without Power Wrench and Storage Case [returning Fighter Jet only] (item #7031C) .....	4.99
Starter Set Airplanes Assortment (System 151/item #7085) .....	14.99

Appendix C.—Refund Notice Letter Envelope

Forwarding and Return Postage Guaranteed: Remco Toys, 36 W. 25th Street, New York, New York 10016

Window Envelope

[The following statement is to appear in a box, on the left hand side of the envelope in red, in extra large, bold type face]

ATTENTION: IMPORTANT REFUND INFORMATION INSIDE

Appendix D.—Refund Check Envelope

Forwarding and Return Postage Guaranteed: Remco Toys, 36 W. 25th Street, New York, New York 10016

Window Envelope

(indicates a check is enclosed)

Appendix E

(Azrak-Hamway stationery)

Dear Station President/Manager: This letter notifies you that Azrak-Hamway International, Inc. ("Azzrak-Hamway") has entered into a consent agreement with the Federal Trade Commission ("FTC") regarding certain advertising for its Remco Toys Steel

Tec toy line. We have agreed as part of the settlement to send you this letter. It will advise you of how you may obtain information recognized by many organizations as useful in reviewing children's advertising to avoid misleading the public.

The FTC complaint in this matter alleges that advertisements for the Steel Tec toys included false demonstrations and representations of the performance of the depicted toys. More specifically, the FTC alleges that the ads depicted Steel Tec vehicles driving, flying, or otherwise moving in ways they cannot do in actual use. Azrak-Hamway does not admit to the alleged violations. The FTC action does not allege any liability on the part of the television stations that broadcast our ads.

Under Section 5 of the Federal Trade Commission Act (15 U.S.C. § 45), advertisers are prohibited from disseminating false or deceptive advertising. As you may be aware, the advertising industry has undertaken various self-regulatory efforts to assist companies to comply with the law and to promote other industry goals. The Children's Advertising Review Unit ("CARU") was established in 1974 by the advertising industry to promote responsible children's advertising and to respond to public concerns. CARU reviews and evaluates child-directed advertising in all media. It is not affiliated with the Federal Trade Commission, but is part of the Council of Better Business Bureaus.

CARU has issued Guidelines on Children's Advertising that many industry members use to screen child-directed advertising. The Guidelines address many issues relating to advertising to children, some of which include deceptive advertising. For additional information regarding the CARU Guidelines, or a copy of the Guidelines, you may write to Elizabeth Lascoutx, Esq., Director of CARU, at 845 Third Avenue, New York, N.Y. 10022, or call her at (212) 705-0111.

If you need further information regarding deceptive advertising under the Federal Trade Commission Act, you may write to Dean C. Forbes, Esq., Division of Advertising Practices, Federal Trade Commission, 6th and Pennsylvania Ave., N.W., Washington, D.C. 20580, or call him at (202) 326-2831.

Sincerely,

[Azzrak-Hamway representative to be identified]

APPENDIX F.—LIST OF TELEVISION STATIONS TO RECEIVE LETTER

Station	Channel	Location
KABB-TV .....	29	San Antonio, TX.
KCAL-TV .....	09	Los Angeles, CA.
KCPQ-TV .....	13	Seattle-Tacoma, WA.
KDAF-TV .....	33	Dallas-Ft. Worth, TX.
KDEB-TV .....	27	Springfield, MO.
KDNL-TV .....	30	St. Louis, MO.

APPENDIX F.—LIST OF TELEVISION STATIONS TO RECEIVE LETTER—Continued

Station	Channel	Location
KHTV-TV .....	39	Houston, TX.
KITN-TV .....	29	Minneapolis-St. Paul, MN.
KLGT-TV .....	23	Minneapolis-St. Paul, MN.
KMSP-TV .....	09	Minneapolis-St. Paul, MN.
KNXV-TV .....	15	Phoenix-Flagstaff, AZ.
KOKH-TV .....	25	Oklahoma City, OK.
KPDX-TV .....	49	Portland, OR.
KPLR-TV .....	11	St. Louis, MO.
KPHO-TV .....	05	Phoenix-Flagstaff, AZ.
KPRC-TV .....	02	Houston, TX.
KPRL-TV .....	11	St. Louis, MO.
KSHB-TV .....	41	Kansas City, MO.
KSMO-TV .....	62	Kansas City, MO.
KSTU-TV .....	20	Salt Lake City, UT.
KSTW-TV .....	11	Seattle-Tacoma, WA.
KTLA-TV .....	05	Los Angeles, CA.
KTTV-TV .....	11	Los Angeles, CA.
KTVD-TV .....	20	Denver, CO.
KTVT-TV .....	11	Dallas-Ft. Worth, TX.
KTXH-TV .....	20	Houston, TX.
KWGN-TV .....	02	Denver, CO.
WBFS-TV .....	33	Miami-Ft. Lauderdale, FL.
WCCB-TV .....	18	Charlotte, NC.
WCNC-TV .....	36	Charlotte, NC.
WFLD-TV .....	32	Chicago, IL.
WFXI-TV .....	08	Greenville, New Bern-Washington, NC.
WFXT-TV .....	25	Boston, MA.
WGBS-TV .....	57	Philadelphia, PA.
WGN-TV .....	09	Chicago, IL.
WGNX-TV .....	46	Atlanta, GA.
WGRZ-TV .....	02	Buffalo, NY.
WHNS-TV .....	21	Greenville-Asheville-Spartanburg, NC.
WIVB-TV .....	04	Buffalo, NY.
WJZY-TV .....	03	Charlotte, NC.
WKBD-TV .....	50	Detroit, MI.
WKCF-TV .....	18	Orlando-Daytona, FL.
WKFT-TV .....	40	Raleigh-Durham, NC.
WKRN-TV .....	02	Nashville, TN.
WLBZ-TV .....	02	Bangor, ME.
WLFL-TV .....	22	Raleigh-Durham, NC.
WLVI-TV .....	56	Boston, MA.
WNUV-TV .....	54	Baltimore, MD.
WOFL-TV .....	35	Orlando-Daytona, FL.
WOIO-TV .....	19	Cleveland-Akron, OH.
WPGH-TV .....	53	Pittsburgh, PA.

APPENDIX F.—LIST OF TELEVISION STATIONS TO RECEIVE LETTER—Continued

Station	Channel	Location
WPHL-TV .....	17	Philadelphia, PA.
WPIX-TV .....	11	New York, NY.
WPTT-TV .....	22	Pittsburgh, PA.
WPWR-TV .....	60	Chicago, IL.
WSBK-TV .....	38	Boston, MA.
WSTR-TV .....	64	Cincinnati, OH.
WSYT-TV .....	68	Syracuse, NY.
WTBS-TV .....	17	Atlanta, GA.
WTEN-TV .....	10	Albany-Schenectady, NY.
WTIC-TV .....	61	Hartford-New Haven, CT.
WTOG-TV .....	44	Tampa-St. Petersburg, FL.
WTTG-TV .....	05	Washington, DC.
WTTV-TV .....	04	Indianapolis, IN.
WTVZ-TV .....	33	Norfolk-Portsmouth, VA.
WTFX-TV .....	29	Philadelphia, PA.
WUAB-TV .....	43	Cleveland-Akron, OH.
WXIX-TV .....	19	Cincinnati, OH.
WXMI-TV .....	17	Grand Rapids-Kalamazoo, MI.
WXON-TV .....	62	Detroit, MI.
WYFF-TV .....	04	Greenville-Asheville-Spartanburg, NC.
WZTV-TV .....	17	Nashville, TN.

Analysis of Proposed Consent Order to Aid Public Comment

The Federal Trade Commission has accepted an agreement to a proposed consent order from Azrak-Hamway, International, Inc. ("Azzrak-Hamway"), and Marvin Azrak and Ezra Hamway, officers of Azrak-Hamway.

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 charges Azrak-Hamway with engaging in deceptive advertising of the "Steel Tec Construction System" line of toys, which are marketed by Azrak-Hamway's Remco Toy Division. The complaint challenges television advertisements and packaging for eight Steel Tec toys, which represent that

these toys can move and operate in various ways unaided. According to the complaint, the television advertisements and packaging for the motorized helicopter, the "Formula 1" race car, the "Off Road Super Sport" vehicle, the "Sand Buggy" vehicle, the "Harley-Davidson® Electra Glide" motorcycle, the "Hypersonic Fighter" plane, the "Dozer" vehicle, and the "Dump Truck" vehicle represented that the demonstrations of these toys flying, driving, or moving in the manners depicted in the ads were unaltered and that the results shown accurately represent the performance of the actual, unaltered toys under the depicted conditions. This representation is alleged to be false and misleading. According to the complaint, these toys were suspended, pulled, and/or guided by monofilament wires, or a black tube recessed out of view from the camera, held by humans off camera to create the advertised effects. In the case of the motorized helicopter, the rotors were also spun manually by humans off camera to create the effect of motorized spinning.

The complaint also alleges that the respondents falsely represented that the above-listed toys can perform by flying, driving, or moving in the manners depicted.

The complaint also alleges that the respondents falsely represented that the Steel Tec Off Road Super Sport vehicle, Sand Buggy vehicle, Harley-Davidson® Electra Glide motorcycle, Dozer vehicle, and Dump Truck vehicle can be used on dirt, sand, and similar surfaces. According to the complaint, the "Helpful Hints Manual" accompanying these products warns against using the toys on these surfaces to avoid damage to the toys.

The complaint also alleges that the packaging for the challenged Steel Tec toy sets misrepresented that each package contains the number of parts required to build the number of toys depicted on the package at the same time.

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 IA of the order prohibits the respondents from misrepresenting that an advertised demonstration, picture, experiment or test proves, demonstrates or confirms any material quality, feature or merit of any toy. Part IA enumerates examples of such misrepresentations, including: (1) the undisclosed use or substitution of a material mock-up or prop; (2) the undisclosed material alteration in a material characteristic of

the advertised toy or any other material prop or device depicted in the advertisement; or (3) the undisclosed use of a visual perspective or camera, film, audio or video technique. Part IA also states that the order does not preclude the use of fantasy segments or prototypes which are otherwise not deceptive. Part IB prohibits the respondents from misrepresenting any performance characteristic of any toy. Part IC prohibits the respondents from misrepresenting the number of toys contained in, or that can be constructed with the parts contained in, the package.

Part II requires the respondents to maintain certain records and materials relating to future representations covered by the order.

Part III sets forth a consumer redress program through which purchasers of the Steel Tec toys at issue in this matter may obtain a refund of the price of the toy(s) plus postage upon return of the toy(s) to the company. The respondents are required to mail an explanatory letter and refund application to all purchaser names known to them and to any others that contact them within one hundred twenty (120) days after the order is issued.

Part IV requires the respondents to send a letter to each television station that aired any of the challenged advertisements notifying those stations that Azrak-Hamway has entered into a consent agreement with the Commission, and referring those stations to the availability of the Guidelines for Children's Advertising published by the Children's Advertising Review Unit of the Council of Better Business Bureaus, Inc.

Parts V through VII and IX relate to the respondents' obligations to provide copies of the order to certain Azrak-Hamway officers and personnel; to notify the Commission of changes in corporate structure, or, in the case of the individuals, changes in employment; and to file compliance reports with the Commission. Part VIII provides that the order will terminate after twenty years under certain circumstances.

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.

By direction of the Commission.

Donald S. Clark,

Secretary.

[FR Doc. 96-4007 Filed 2-21-96; 8:45 am]

BILLING CODE 6750-01-M

[File No. 961 0018]

**Hughes Danbury Optical Systems, Inc.,  
Hughes Electronics Corporation,  
General Motors Corporation; Consent  
Agreement With Analysis to Aid Public  
Comment**

**AGENCY:** Federal Trade Commission.

**ACTION:** Consent Agreement.

**SUMMARY:** This Consent Agreement, accepted subject to final Commission approval, settles alleged violations of federal law prohibiting unfair or deceptive acts or practices and unfair methods of competition arising from the purchase of the business and selected assets of the Itek Optical Systems Division of Litton Industries by Hughes Danbury Optical Systems, Inc. ("HDOS"). The proposed complaint alleges that the acquisition, if consummated, would violate Section 7 of the Clayton Act, as amended, and Section 5 of the Federal Trade Commission Act, as amended, in the market for the research, development, manufacture and sale of an Airborne Laser ("ABL") system for use in the U.S. Air Force's ABL program. The ABL program currently envisions developing an ABL system that would utilize a customized 747 aircraft to fly at high altitudes near the forward edge of a battle area to locate and destroy incoming short-range ballistic missiles. Two teams—with The Boeing Company and Rockwell International Corporation as the primary contractors—have been awarded contracts to develop a concept design for an ABL demonstrator. The proposed consent order would, among other things, prohibit the respondents from enforcing the exclusivity provisions contained in a teaming agreement—between HDOS and Xinetics, Inc.—so that Xinetics will be free to supply the Boeing team with deformable mirrors for the ABL program. The respondents have also entered into an Interim Agreement with the Commission in which they agreed to be bound by the proposed consent order as of February 9, 1996.

**DATES:** Comments must be received on or before April 22, 1996.

**ADDRESSES:** Comments should be directed to: FTC/Office of the Secretary, Room H-159, Sixth Street and Pennsylvania Avenue, NW., Washington, DC 20580.

**FOR FURTHER INFORMATION CONTACT:** William J. Baer, FTC/H-374, Washington, DC 20580 (202) 326-2932; or Ann B. Malester, FTC/S-2308, Washington, DC 20580 (202) 326-2682.

**SUPPLEMENTARY INFORMATION:** Pursuant to Section 6(f) of the Federal Trade