



FEDERAL ELECTION COMMISSION

WASHINGTON, D C 20463

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April 16, 1996

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FEDERAL ELECTION
COMMISSION
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COUNSEL

APR 16 3 13 PM '96

BEFORE THE FEDERAL ELECTION COMMISSION

Dal LaMagna for Congress Committee)
TWEEZERMANTM Corporation)

MUR # 4340

COMPLAINT

I. SUMMARY

It is unlawful for a corporation to fund a federal candidate's political activity, including campaign advertising. 2 U.S.C. 441b(a) (1994). Federal election laws concurrently prohibit candidates from putting campaign funds to personal uses. 60 Fed. Reg. 7862 (Feb. 9, 1995).

Dal LaMagna, Democratic Candidate for the Third District of New York, has repeatedly attached express advocacy -- urging readers to "Vote for Dal LaMagna in the Third District on Long Island" -- to advertisements run by his corporation, TWEEZERMANTM. The corporation's Internet site directs readers to Mr. LaMagna's campaign Internet address, where funds are solicited. Both the campaign and the corporation offer an identical fax number for inquiries, and both entities share a business address.

Mr. LaMagna's advertisements and activities represent (1) unlawful corporate underwriting of campaign advertisements and/or (2) illegal personal use of campaign funds.

II. JURISDICTION

The NRCC, by and through its Executive Director, Maria Cino, brings this complaint pursuant to 2 U.S.C. § 437g(a)(1) (1994). The N.R.C.C. is located at 320 First Street, S.E., Washington, D.C. 20003.

III. FACTS

Dal Anthony LaMagna is a cosmetics entrepreneur who invented several successful beauty-care products. See CNN Transcript, Mar. 13, 1996 (attached hereto as Exhibit 1). Mr. LaMagna founded and is president of a corporation is known as "TWEEZERMANTM" -- a registered trademark -- whose flagship product (the \$50 TWEEZERMANTM tweezer) is widely recognized. Id. TWEEZERMANTM advertises its products in national fashion magazines such

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as Self, Allure, and Glamour. TWEEZERMAN® similarly participates in beauty shows to publicize its wares and maintains an Internet Web page.

On February 15, 1996, Dal LaMagna filed a statement of candidacy with the Federal Election Commission ("FEC"), declaring himself a candidate for New York's Third District on Long Island. *See LaMagna Statement of Candidacy (Exh. 2)*. In its advertisements run subsequent to Mr. LaMagna's Statement of Candidacy, TWEEZERMAN® began soliciting more than cosmetics consumers: it now expressly advocates the election of Dal LaMagna to U.S. Congress. For example, TWEEZERMAN® corporation's ad in the April, 1996 issue of Self Magazine urges readers:

TWEEZERMAN FOR CONGRESS '96
Vote for Dal LaMagna in the
Third District on Long Island.

Self Magazine, April 1996, p. 24 (Exh. 3). This advertisement failed to state whether it was paid for or authorized by the candidate's campaign committee. A TWEEZERMAN® advertisement run in the April, 1996 edition of Allure Magazine similarly proclaimed:

TWEEZERMAN FOR CONGRESS IN '96
Vote Dal LaMagna in the
Third District on Long Island

Allure Magazine, April 1996, p. 30 (Exh. 4). This ad, by contrast, indicated that all or part of it was "Paid for by LaMagna for Congress." *Id.* Vague disclaimers were similarly attached to TWEEZERMAN product advertisements appearing in the April and May, 1996, editions of Glamour Magazine. *See Glamour Magazine*, April 1996, p. 34 (Exh. 5); *see also Glamour Magazine*, May 1996, p. 26 (Exh. 6).

The Self, Allure, and Glamour advertisements each directed readers to a World Wide Web site accessible via the Internet, stating: "Visit us at [HTTP://WWW.TWEEZERMAN.COM](http://www.tweezerman.com)." On information and belief, this Internet site is paid for and maintained by the TWEEZERMAN® corporation. The following text appears in large letters at the bottom of the corporate Web page:

Dal LaMagna, the founder and president of
TWEEZERMAN®, is running for the U.S. Congress in New
York.

For more info visit <http://www.dal-lamagna.com>.

TWEEZERMAN® Corporate Web Site (Exh. 7). The latter Internet address refers readers to a campaign Web site where funds are solicited from the general public.

Mr. LaMagna's campaign Web site -- entitled TWEEZERMAN® FOR CONGRESS -- extensively details the products and accomplishments of TWEEZERMAN® corporation in

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addition to the alleged qualifications of the candidate / corporate president. *See* TWEEZERMAN® *Campaign Web Site* (Exh. 8). The campaign web site instructs curious readers to call the campaign office, providing in addition a fax number (516-676-8788). This same fax number is identified on the corporate Web site as the corporate fax number. *See* TWEEZERMAN® *Corporate Web Site* (Exh. 7). The campaign address listed on the Internet is identical to the corporate "Tweezerman" address listed in the Nassau County business telephone directory. *See Nassau County Business Telephone Directory* (Exh. 9).

Recently, TWEEZERMAN® operated a booth at an International Beauty Show in New York. *See CNN Transcript, Mar. 13, 1996* (Exh. 1). According to CNN, Mr. LaMagna's "booth at New York's International Beauty Show looked more like a campaign headquarters." *Id.* A local news article confirmed that LaMagna is "piggybacking his campaign message" on corporate promotions. "Tweezerman for Congress," *The Oceanside & RVC Beacon, Apr. 11, 1996 at 6* (Exh. 10).

IV. DISCUSSION

The TWEEZERMAN® company unlawfully used -- and LaMagna for Congress improperly accepted -- corporate funds and resources to pay for campaign advertising. Dal LaMagna's routine blending of corporate and campaign funds and resources demonstrates a blatant and willful disregard for the most basic federal election laws. It is clear that Mr. LaMagna either (1) considers himself exempt from campaign finance rules that apply to all other candidates for federal office or (2) intends his congressional campaign to be a promotional stunt to boost corporate sales of TWEEZERMAN® products. Either way, LaMagna for Congress and TWEEZERMAN® have broken the law.

It is unlawful for corporations to make any expenditures in connection with federal elections. 2 U.S.C. § 441b(a) (1994). Illegal corporate expenditures include all funds spent on communications that constitute "express advocacy." *See FEC v. Massachusetts Citizens For Life, 479 U.S. 238, 249* (1986). Express advocacy refers to communications containing a message advocating election or defeat, including expressions such as "vote for" a candidate. *Id.* That the TWEEZERMAN® ads -- proclaiming "TWEEZERMAN FOR CONGRESS '96" and urging readers to "Vote for Dal LaMagna in the Third District on Long Island" -- contained express advocacy is beyond dispute.

The two advertisements at issue and attached here occupy roughly one-third of a page each and were included in magazines with wide circulation. Considering the cost of such ads, the fact that these ads devote a majority of space to corporate promotion, and the fact that they are placed in nationwide beauty magazines, it seems almost certain that TWEEZERMAN® corporation paid for the ad space. While the *Allure* and *Glamour* ads suggest that something was paid for by the LaMagna for Congress Committee, the *Self* advertisement appears to have been entirely paid for by TWEEZERMAN®. The *Self* ad failed to include a disclaimer as is required by 2 U.S.C. 441d(a).

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In the highly unlikely event that the campaign itself paid for this advertising, the inclusion of product advertisements on campaign ads constitutes improper personal use of campaign funds. 2 U.S.C. § 439a (1995). Even if the campaign shared the costs with the corporation, paying its *pro rata* share, these ads demonstrate illegal activity. The campaign alone could not have purchased the magazine locations in which it advertised without "piggybacking" on the corporation's buy. Such piggybacking amounts to improper corporate subsidization of campaign activity, as does the merging of corporate names and resources with those from the campaign (i.e. "TWEEZERMEN® for Congress" is improper, as would be "MICRO-SOFT for Congress" in the event Bill Gates ran).

Equally unlawful is the TWEEZERMEN® company's Internet reference to Mr. LaMagna's candidacy and to the campaign web site. This again represents an unlawful corporate contribution. 2 U.S.C. § 441b(a) (1994).

Finally, it is unlawful for a corporation to contribute goods or services "in-kind" to a federal campaign. Because the corporation and the campaign share a fax number and business address, one may safely conclude that either (1) the corporation is paying for the campaign fax and office space -- which results in an unlawful corporate contribution, or (2) the campaign is paying for a corporate fax -- which results in prohibited personal (business) use of campaign resources by Mr. LaMagna.

V. PRAYER FOR RELIEF

The N.R.C.C. respectfully requests that the Commission fully investigate the campaign activities of the TWEEZERMEN® corporation and the corporate activities of the Dal LaMagna campaign. Dal LaMagna's routine merging of corporate and campaign funds, activities, advertising and resources is unlawful under several federal statutes. The Commission should take immediate and appropriate action to deter future violations of the law.

Respectfully Submitted,

Maria Cino
Maria Cino
Executive Director

District of Columbia
Signed and sworn to before me this 16 th day of April, 1996.

MO [Signature]
NOTARY PUBLIC

My commission expires: 7/14/99

M. D. Acton
Notary Public, District of Columbia
My Commission Expires July 14, 1999

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CNN

SHOW: NEWS 1:24 am ET

March 13, 1996

Transcript # 730-3

TYPE: Special

SECTION: News; Domestic

LENGTH: 662 words

HEADLINE: 'Tweezerman' Running for Congress on Long Island

GUESTS: DAL MAGNA, Founder, Tweezerman Corp.;

BYLINE: JEANNE MOOS

HIGHLIGHT:

Dal Magna, better known as Tweezerman, is running for Congress as a Democrat and as an Independent on Long Island, New York. But he is of two minds about his claim to fame which may not be serious enough.

BODY:

KATHLEEN KENNEDY, Anchor: In this political season, a race is raising eyebrows in New York - literally. There's a Democrat running for Congress with the motto - 'We aim to tweeze.' CNN's Jeanne Moos introduces us to the candidate called 'Tweezerman.'

JEANNE MOOS, National Correspondent: There's a candidate for Congress who is raising eyebrows.

DAL MAGNA, Founder, Tweezerman Corp.: I'm Tweezerman. I'm running for Congress.

JEANNE MOOS: His booth at New York's International Beauty Show looked more like a campaign headquarters. Tweezerman is running for Congress. Actually, his real name isn't Tweezerman.

DAL MAGNA: I'm Dal Magna. I'm also Tweezerman.

JEANNE MOOS: He just used Tweezerman because that's what he's best known for.

DAL MAGNA: This is what made us famous. This is the tweezer that Time magazine named as one of the 10 best products of '94.

JEANNE MOOS: Top make-up artists like Mary Greenwell swear by Tweezerman tweezers, models like Stephanie Seymour [sp].

STEPHANIE SEYMOUR, Model: Yeah, well they're the best.

JEANNE MOOS: -and Veronica Webb agree-

VERONICA WEBB, Model: I have two. I have one that I keep in my purse and I have one that I keep in the medicine cabinet.

JEANNE MOOS: Well now Tweezerman wants to be a congressman.

DAL MAGNA: Pluck out waste from government.

JEANNE MOOS: There were plenty of eyebrows plucked by Tweezerman products at the beauty show. Can we get a good look at them? After graduating from Harvard Business School, Dal Magna struck out trying to strike it rich with ideas such as converting drive-in movies to drive-in discotheques.

DAL MAGNA: They'd get out of their cars, they'd dance in front of the screen.

JEANNE MOOS: But after getting a backside full of splinters while sunbathing nude, Magna was inspired to produce first the needle-point tweezer for splinters and then the slant tweezer for stray hairs. Now, Tweezerman has branched out to eyelash curlers you heat with a blow dryer and the rotary nose hair trimmer for men.

DAL MAGNA: You insert it in your nose, you twirl it and two blades intersect with each other.

JEANNE MOOS: And how many guys running for Congress would let themselves be videotaped doing this. And this is surgi-gel for your hands. It's especially handy for flesh pressing politicians.

DAL MAGNA: You just disinfect it yourself. I gave some of this to Mario Cuomo.

JEANNE MOOS: But Tweezerman has a problem. People can't keep a straight face when they hear he's running for Congress from New York's third district on Long Island.

WOMAN: Tweezerman?

DAL MAGNA: And I'm running for Congress.

WOMAN: Running for Congress?

DAL MAGNA: Yes.

WOMAN: Republican or Democrat?

DAL MAGNA: I'm running as a Democrat and an independent.

WOMAN: [laughs]

JEANNE MOOS: Tweezerman is torn about using his claim to fame.

DAL MAGNA: Congress is a respectable place and Tweezerman is, you know, kind of funny and yet it's a way of getting people to remember you. What is running for any office about these days? It's all marketing.

NEWS, March 13, 1996

JEANNE MOOS: It will be an uphill battle against a strong Republican incumbent. Tweezerman will need his sense of humor.

DAL MAGNA: Well here I am, tweezed to meet you.

JEANNE MOOS: There he is right there.

MAN: Oh, tweezerman.

JEANNE MOOS: Does he look like congressional material? Move over, Ross Perot, a new entrepreneur is throwing his cuticle nippers into the ring and with all the publicity he gets for his products, even if he loses he wins - by a hair.

Jeanne Moos, CNN, New York.

The preceding text has been professionally transcribed. However, although the text has been checked against an audio track, in order to meet rigid distribution and transmission deadlines, it may not have been proofread against tape.

LANGUAGE: ENGLISH

LOAD-DATE: March 19, 1996

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RECEIVED
FEDERAL ELECTION COMMISSION
PUBLIC RECORDS DIVISION

STATEMENT OF CANDIDACY

(see reverse side for instructions)

96 FEB 20 PM 1:25

1. (a) Name of Candidate (in full)
Dal Anthony LaMagna

(b) Address (number and street) Check if address changed
24 Bay Avenue

(c) City, State, and ZIP Code
Sea Cliff, New York 11579

2. Identification Number

3. Party Affiliation
Democratic

4. Office Sought
Representative

5. State & District of Candidate
New York/3rd Congressional District

DESIGNATION OF PRINCIPAL CAMPAIGN COMMITTEE

6. I hereby designate the following named political committee as my Principal Campaign Committee for the 1996 election(s).
(year of election)

NOTE: This designation should be filed with the appropriate office listed below.

(a) Name of Committee (in full)

Dal LaMagna for Congress

(b) Address (number and street)

55 Sea Cliff Avenue

(c) City, State and ZIP Code

Glen Cove, New York 11542-3695

DESIGNATION OF OTHER AUTHORIZED COMMITTEES

(Including Joint Fundraising Representatives)

7. I hereby authorize the following named committee, which is NOT my principal campaign committee, to receive and expend funds on behalf of my candidacy.

NOTE: This designation should be filed with the principal campaign committee.

(a) Name of Committee (in full)

(b) Address (number and street)

(c) City, State and ZIP Code

I certify that I have examined this Statement and to the best of my knowledge and belief it is true, correct and complete.

Signature of Candidate

Date

February 15, 1996

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Statement to the penalties of 2 U.S.C. §437g.

CANDIDATES FOR THE OFFICE OF:

President (mail to):

U.S. Senate mail to:

U.S. House of Representatives mail to:

(For further information contact:

Federal Election Commission
999 E Street, N.W.
Washington, DC 20463

Secretary of the Senate
Office of Public Records
232 Hart Senate Office Bldg
Washington, DC 20510-7116

Clerk of the House of Representatives
Office of Records and Registration
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TWEEZERMAN FOR CONGRESS IN '96
Vote for Dal LaMagna in the
Third District on Long Island
(PAID FOR BY DAL LAMAGNA FOR CONGRESS)

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GLAMOUR

APRIL \$2.50

EXHIBIT 5

WOMEN AND CHEATING

the lust, the lies, the reasons why

9 NEW STYLE ESSENTIALS

ROWS

diary of a newlywed

119

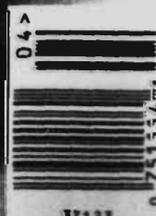
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Vote for Dol LaMagna in the
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Paid For By Dol LaMagna For Congress

Contributors

"When a woman cheats, she often gains a new, outsider's perspective on her primary relationship. If she's the type who marched lockstep through years of marriage, breaking stride can be a good thing," says Amy Pagnozzi. For "Why Women Are Cheating—And Not Feeling Guilty" (page 256), she interviewed women who had affairs and tells what roles the cheating played in their lives. "I saw the evolution these women went through and realized that a person who can be selfless in a relationship also has the ability to do something for herself, even if it turns out to be the wrong thing," says Pagnozzi, who often writes commentary on social issues.



Amy Pagnozzi

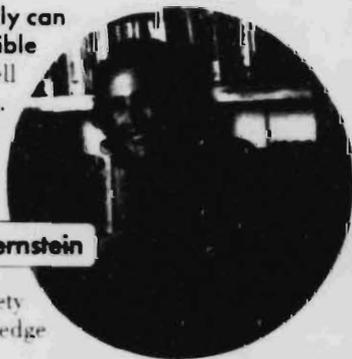


Rand Richards Cooper

"While living abroad, I found a wider acceptance of nonsexual relationships between men and women," says Rand Richards Cooper. In this month's His column, "The Locker Room" (page 286), he explores what happens when he is confronted with nonsexual nakedness and the consequences of breaking the invisible barriers between men and women. The author of two short-story collections, Cooper writes about the everyday dilemmas men find themselves in.

"Men identify with my stories," he says, "but women are also drawn to them because they give a sense of why we men do the things we do." Cooper's most recent book is *Big as Life: Stories about Men* (Dial Press).

"Our society's emphasis on the nuclear family can lead us to believe that we should be responsible only for taking care of our own family," says Nell Bernstein, author of this month's Bridges column, "Other People's Children" (page 132). Bernstein, who edits *YO! (Youth Outlook)* at the Pacific News Service in San Francisco, envisions a society in which people treat all children like family regardless of blood ties. "Working with young people, I see how they look out for each other," she says. "In a society obsessed with boundaries, we need to acknowledge that our lives are already interconnected."



Nell Bernstein



Karen Houppert

"This woman's honesty about the rape—her willingness to delve into the issues and plow through them emotionally—may be what has speeded her recovery process," says Karen Houppert about the rape survivor, Jeannie, she interviewed for her article "After the Rape" (page 274). Houppert details the woman's efforts to cope with the trauma and tell how she rebuilt her life in the aftermath. "Hopefully her story will give other rape victims license to talk about their experiences," she says. "Verbalizing their fears gives their friends and families a greater understanding of how they are struggling to cope." An award-winning reporter at *The Village Voice*, Houppert writes about social and political issues.

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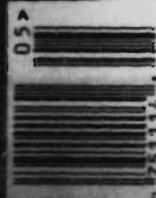
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PROFESIONAL BEAUTY TOOLS
TWEEZERMAN

9804389514C



Dear Customer,

Thank you for your interest in TWEEZERMAN® PROFESSIONAL BEAUTY TOOLS ®. You may have heard that TWEEZERMAN® is the best. We have earned this reputation by surpassing the normal standards of quality, service and prices within our industry.

Our philosophy is: We are in a partnership with you to market and provide quality implements at the right prices. Our entire staff is committed to doing everything possible to make your job easier.

We have designed innovative displays that are unparalleled. All the selling points of our implements are clearly listed on the packaging, working like little silent salespeople. Suggested assortments, reorder tags for inventory management and sample programs are just three of the many ways we support you and simplify the process. In addition to having environmentally-friendly packaging, TWEEZERMAN® 's staff is active in ecological and humanitarian causes. We care about our world.

We listen when professionals tell us what they want. TWEEZERMAN® has designed unique, functional tools such as the famous SLANT® eyebrow tweezer and the PUSHY® cuticle pusher. We then set out and search the world to find the finest implements at the very best prices. When you pick up a TWEEZERMAN® PROFESSIONAL BEAUTY TOOL™ you feel the quality. What you are about to see within this brochure is a world class collection of superior PROFESSIONAL BEAUTY TOOLS ®. What does this all mean to you? Fewer headaches, easy ordering, happy customers, happy employees and higher profits.

Sincerely

Dal LaMagna
aka TWEEZERMAN®



The TWEEZERMAN® team at their annual picnic.

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[ACRYLICS](#) | [PEDICURE](#) | [KITS](#) | [CUT 'N CARRY](#) | [INFORMATION](#) | [E-MAIL](#)

TWEEZERMANTM



TWEEZERMANTM PROFESSIONAL BEAUTY TOOLS

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WELCOME

TWEEZERS

EYECARE

FACIAL

MANICURE

ACRYLICS

PEDICURE

KITS

CUT 'N CARRY

INFORMATION

E-MAIL



CALL TOLL FREE: 1-800-645-3340 or 1-516-676-7772

FAX: 1-800-932-9880 or 1-516-676-8788

Dal LaMagna, the founder and president of **TWEEZERMANTM** is running for the US Congress in New York.

For more info visit <http://www.dal-lamagna.com/>

This site looks best if viewed with the  web browser.

Web Design, Upkeep and Programming by 

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TWEEZERMAN® FOR CONGRESS**Vote for Dal LaMagna in District 3 on Long Island**

Dal LaMagna, AKA **TWEEZERMAN®**, is running for the U.S. Congress in the 3rd CD on Long Island, New York as a Democratic and Independent candidate.

America needs a government that is **LEAN NOT MEAN** - one that is efficient and caring. The American people have become pawns in an endless political and corporate chess game.

"It is incredible to me that our elected officials shut down the government", says Dal LaMagna. "It is incredible to me that America's major corporations think little about laying off thousands and thousands of loyal workers."

Government needs business-minded legislators who care about the real world of **EVERYDAY AMERICANS**. Government needs legislators who will run the government as an effective and efficient service business that promotes **JOB AND HEALTH SECURITY** in America. It is time for business minded people with a caring attitude to get involved in running our government.

Dal is capable of working to re-engineer today's government into a more efficient and less costly one. He is the founder and CEO of **TWEEZERMAN®** Corporation in Glen Cove, New York.

LaMagna founded the company in 1980 with \$500 and has built it into a 10 million dollar company employing 65 people in his district. It is currently the premier developer and marketer of quality beauty implements in the U.S.

Time magazine named **TWEEZERMAN®**'s Slant Eyebrow Tweezer one of the 10 best products of 1994. In 1994, the Small Business Administration named Dal LaMagna as the Small Business Person of the Year for the New York District. In 1980 Apoca Industries, Dal's employer at the time, received a VIP (Value Incentive Award) from the U.S. Government because Dal cut over \$32,000 from the cost of the government contract he managed.

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As a Congressman, Dal would work to direct American businesses to care as much about their employees as they do about their shareholders. Dal's company, **TWEEZERMAN®**, puts the interests of its employees on the same par as those of its shareholders. In fact, in 1993 **TWEEZERMAN®** received the Health Insurance Plan of New York's (HIP) Spirit Award for extraordinary customer service, employee empowerment and community involvement. Dal spoke at the 1994 Women's Economic Development Conference on employee empowerment.

TWEEZERMAN® is a member of Businesses For Social Responsibility. Dal is a member of the Social Venture Network, a blend of entrepreneurs, investors and corporate leaders committed to changing the way the world does business by adding employee and social responsibility to the bottom line.

Dal will bring creativity and innovation to solving the problems of government. Dal is a **PROBLEM SOLVER**. Before succeeding with **TWEEZERMAN®**, Dal was known for his innovative ideas and creativity in business. One of 5 children in a middle-class family where the father was a longshoreman and fire fighter, there was no family investment capital for him. Dal was forced to create concepts or businesses that were so extraordinary that little or no investment capital was required. In 1969 at Providence College, he and his physics professor founded Cupid Computer, one of the first, if not the first, computerized dating companies. While at the Harvard Business School, he converted drive-in movie theaters into drive-in discotheques for teenagers.

In the late 70's Dal was the co-executive producer of "Something Special", a movie starring John Glover and Patty Duke that won a Golden Palm Award for its sensitive treatment of adolescent boy girl issues.

Dal has volunteered his time and energy to his community before. He served as Maintenance Director, Director and Vice President of the Beacon Hill Bungalow Corporation over a period of 10 years, all volunteer positions for a small community of 41 families in New York. In 1994 he served on the Board of Directors of Harbor Day Care. As a teenager, Dal won the Thom McAnn Leadership Award and a Journal American Youth Scholarship for his efforts organizing the Youth Organization of Rosedale, an association of young people committed to building a youth center.

Dal is a graduate of Bishop Loughlin High School. He earned his BA in Humanities at Providence College where he was captain of the freshman basketball team. He spent his junior year abroad at the University of Fribourg. He has an MBA from the Harvard Business School. Dal lives in Sea Cliff, New York. He windsurfs. He speaks French. He is married to Marissa, has two children, Julia and Evan, and his nieces Reagan and Loren live with the family. Dal was born on the 4th of July! He will be 50 this year.

Things you can do for the campaign

Dal LaMagna for Congress Campaign Headquarters
 55 Sea Cliff Avenue, Glen Cove, NY 11542
 Tel: 516-676-8097 Fax 516-676-8788

Web Design, Upkeep and Programming by 

98043895144

TWEEZERMANN® FOR CONGRESS

Vote for Dal LaMagna in District 3 on Long Island

Volunteer to work for the Dal LaMagna Campaign

Call 516-676-8097 Contribute Money to the campaign effort.

E-Mail: info@dal-lamagna.com

TWEEZERMANN® FOR CONGRESS

Dal LaMagna for Congress Campaign Headquarters

55 Sea Cliff Avenue, Glen Cove, NY 11542

Tel: 516-676-8097 Fax 516-676-8788

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SAU CONFIDENTIAL

By Jaci Clement with help from the Nassau Community Newspaper Group Staff

TO: Jan/Daw
FROM: ANNE

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Tweezerman for Congress!

Businessman to Challenge Peter King in 3rd C.D.

He has yet to officially announce his candidacy, but if his ad campaign — and a recent profile on CNN — is any indication, The Tweezerman is a serious contender for the Democratic nod in the Third District Congressional race in '96.

Until now, Sea Cliff entrepreneur Dal LaMagna has kept a low profile — and is even considered by many to be a Democratic outsider which, according to two high ranking Dems, is not necessarily a bad thing.

So what's to know? Well, he says he's running largely because he "feels guilty. I've done so well it's time I gave back." He's referring to Tweezerman, the company he founded with \$500 and the idea to create a good splinter tweezer. Now the owner of a beauty supply company with \$10 million in annual earnings, he's putting together a platform based on "business responsibility to take care of their workers."

A background check found two incidents that will no doubt provide the Republicans with plenty of fodder: La Magna served four days in jail in Woodstock, N.Y. in 1969 "I made a U-turn. It was pay a \$25 fine (and plead guilty) or go to jail," he said. "I look at as an educational experience."

Item number two? La Magna, now 50 and married, has a 15-year-old daughter from a previous relationship. While she's off at private school, he says they're "close" and he's always looked after her.

Which brings us back to the here and now. La Magna



The outside of the Beacon 4/11/96 Age 6 (of many)

has yet to hire his campaign staff — a likely candidate is Shelly Nyman (wife of Long Beach Legislator Bruce Nyman) to put together promotional literature — but hopes to start that process next month.

For now, he's piggy-backed his campaign message in a Tweezerman ad in this month's Self magazine. And, yes, La Magna is pushing for the female vote. "I'm pro-choice," he said. But he's already earned female fans for another reason: He's made plucking so much easier.



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 19, 1996

Frank M. Suttell, Treasurer
Del LaMagna for Congress
55 Sea Cliff Avenue
Glen Cove, NY 11542

RE: MUR 4340

Dear Mr. Suttell:

The Federal Election Commission received a complaint which indicates that Del LaMagna for Congress ("Committee") and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4340. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against the Committee and you, as treasurer, in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

98043695148

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lois G. Lerner (ALS)

Lois G. Lerner
Associate General Counsel

Enclosures

1. Complaint
2. Procedures
3. Designation of Counsel Statement

98043895149



FEDERAL ELECTION COMMISSION

Washington, DC 20463

April 19, 1996

Del Anthony LaMagna, Founder
TWEEZERMAN Incorporated
55 Sea Cliff Avenue
Glen Cove, NY 11542-3695

RE: MUR 4340

Dear Mr. LaMagna:

The Federal Election Commission received a complaint which indicates that TWEEZERMAN Incorporated may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4340. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against TWEEZERMAN Incorporated in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

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If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lois G. Lerner (HLS)

Lois G. Lerner
Associate General Counsel

Enclosures

1. Complaint
2. Procedures
3. Designation of Counsel Statement

98043695151



FEDERAL ELECTION COMMISSION
Washington, DC 20463

April 19, 1996

Maria Cino, Executive Director
National Republican Congressional Committee
320 First Street, SE
Washington, DC 20003

RE: MUR 4340

Dear Ms. Cino:

This letter acknowledges receipt on April 16, 1996, of your complaint alleging possible violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). The respondent(s) will be notified of this complaint within five days.

You will be notified as soon as the Federal Election Commission takes final action on your complaint. Should you receive any additional information in this matter, please forward it to the Office of the General Counsel. Such information must be sworn to in the same manner as the original complaint. We have numbered this matter MUR 4340. Please refer to this number in all future communications. For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lois G. Lerner (yes)

Lois G. Lerner
Associate General Counsel

Enclosure
Procedures

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FEDERAL ELECTION COMMISSION
Washington, DC 20463

April 19, 1996

Del Anthony LaMagna
24 Bay Avenue
Sea Cliff, NY 11579

RE: MUR 4340

Dear Mr. LaMagna:

The Federal Election Commission received a complaint which indicates that you may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 4340. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against you in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

98043895153

If you have any questions, please contact Alva E. Smith at (202) 219-3400. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lois G. Lerner (yes)

Lois G. Lerner
Associate General Counsel

Enclosures

1. Complaint
2. Procedures
3. Designation of Counsel Statement

98043895154

DAL LAMAGNA FOR CONGRESS

Campaign Headquarters
55 Sea Cliff Avenue
Glen Cove, NY 11542

Net: <http://www.dal-lamagna.com>
Tel: 516-676-8097
Fax: 516-676-8788

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
MAY 6 12 32 PM '96

April 26, 1996

Lois G. Lerner
Associate General Counsel
Federal Election Commission
999 E Street NW
Washington, DC 20463

RE: MUR 4340

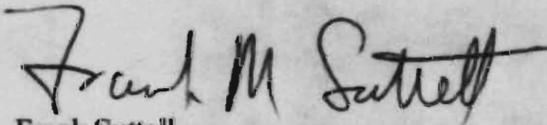
Dear Ms. Lerner:

I received a copy of the complaint MUR number 4340 on April 25, 1996.

I am requesting a 20 day extension on the 15 days we have been given to respond in order that we can prepare a comprehensive answer.

Thank you.

Very truly yours,



Frank Suttell
Treasurer, Dal LaMagna for Congress

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 7, 1996

Frank Suttell, Treasurer
Dal LaMagna for Congress
55 Sea Cliff Avenue
Glen Cove, NY 11542

RE: MUR 4340
Dal LaMagna for Congress
Frank Suttell, Treasurer

Dear Mr. Suttell:

This is in response to your letter dated April 26, 1996, requesting a 20 day extension until May 30, 1996, to respond to the complaint filed in the above-noted matter. After considering the circumstances presented in your letter, the Office of the General Counsel has granted the requested extension. Accordingly, your response is due by the close of business on May 30, 1996.

If you have any questions, please contact me at (202) 219-3400.

Sincerely,

Alva E. Smith, Paraiegal
Central Enforcement Docket

Celebrating the Commission's 20th Anniversary

YESTERDAY, TODAY AND TOMORROW
DEDICATED TO KEEPING THE PUBLIC INFORMED

98043895156

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FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

PERKINS COIE

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
607 FOURTEENTH STREET, N.W. WASHINGTON, D.C. 20005-2011
TELEPHONE: 202 628-6600 · FACSIMILE: 202 434-1690

MAY 9 12 13 PM '96

May 7, 1996

By Facsimile

Federal Election Commission
Office of the General Counsel
999 E Street, NW
Sixth Floor
Washington, DC 20463

Re: MUR 4340

To Whom It May Concern:

On behalf of the Dal LaMagna for Congress Committee and Frank M. Suttell, as treasurer, we are sending the attached Statement of Designation of Counsel. It is my understanding that Mr. Suttell has requested an extension of time to respond in order to review the record, have an adequate opportunity to discuss the issues, collect factual information, and prepare a comprehensive response. Therefore, I understand the response is due May 30, 1996.

Sincerely,



B. Holly Schadler
Counsel for Dal LaMagna for Congress

Attachment

[09901-9700/17A961280.0:29]

STATEMENT OF DESIGNATION OF COUNSEL

MUR 4340

NAME OF COUNSEL: B. Holly Schadler

FIRM: Perkins Coie

ADDRESS: 607 14th St. NW Suite 800
Washington
DC 20005-2011

TELEPHONE: (202) 434-1634

FAX: (202) 434-1690

MAY 9 12 17 PM '96

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

5/6/96
Date

Frank M. Suttell
Signature Treasurer

RESPONDENT'S NAME: Del LaMagna for Congress

ADDRESS: 55 Sea Cliff Avenue
Glen Cove
NY 11542-3695

TELEPHONE: HOME() _____

BUSINESS (516) 676-8097

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ORIGINAL

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

MAY 20 4 07 PM '96

May 20, 1996

BEFORE THE FEDERAL ELECTION COMMISSION

Dal LaMagna for Congress Committee)

TWEEZERMAN® Corporation)

MUR 4340

**SUPPLEMENTAL
COMPLAINT**

I. SUMMARY

On notice that he is breaking federal law, Dal LaMagna, Democratic Candidate for the Third District of New York, nevertheless continues to subsidize his campaign's activity with his corporation's assets. Specifically, the LaMagna for Congress campaign has been piggybacking its campaign advertisements on advertising space purchased by Mr. LaMagna's corporation. In addition, the campaign accepts free office space from the corporation. Despite this Committee's April 16, 1996 complaint to the Commission, Mr. LaMagna's unlawful activities persist.

The Dal LaMagna for Congress Committee has further failed to report its advertising disbursements -- either partial reimbursement to the corporation or full payment to the magazines -- for the advertising space the campaign used. Federal law mandates disclosure of such activities, and the LaMagna Committee only compounds its unlawful activity by under-reporting. According to the LaMagna for Congress' disclosures, the campaign committee has made absolutely NO disbursements for rent and advertising so far, nor on this campaign account for the costs of 10,000 gifts produced for supporters.

II. JURISDICTION

The NRCC, by and through its Executive Director, Maria Cino, brings this supplemental complaint pursuant to 2 U.S.C. § 437g(a)(1) (1994). The N.R.C.C. is located at 320 First Street, S.E., Washington, D.C. 20003.

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III. FACTS

In its prior complaint, the NRCC established that:

1. Dal LaMagna is a cosmetics entrepreneur who sells beauty-care products and who announced as a candidate for U.S. Congress from New York's Third District.
2. Mr. LaMagna founded and is president of a corporation is known as "TWEEZERMAN" -- a registered trademark -- whose flagship product is widely recognized.
3. TWEEZERMAN® advertises its products in national fashion magazines such as Self, Allure, and Glamour.
4. TWEEZERMAN® corporate advertisements in the April, 1996 issue of Self Magazine, the April, 1996 edition of Allure Magazine, and the April and May, 1996, editions of Glamour Magazine each instructed readers to "Vote for Dal LaMagna in the Third District on Long Island." Some of these ads included vague disclaimers suggesting that some portion of the space was "Paid for by Dal LaMagna for Congress." (The LaMagna for Congress Committee has never disclosed any disbursements to pay for these ads).
5. The Dal LaMagna for Congress campaign committee used a facsimile machine and office space owned by the TWEEZERMAN® corporation, without disclosing any reimbursement for equipment or rent.
6. TWEEZERMAN® corporation's booth at an International Beauty Show in New York displayed campaign material and was described by CNN as looking "more like a campaign headquarters" than a corporate display.

Since the NRCC's original complaint, the LaMagna for Congress Committee has continued to piggyback its own advertisements on those of the TWEEZERMAN® corporation. *See Allure Magazine, May 1996 at 22 (attached hereto as Exhibit 1); see also Glamour Magazine, June 1996 at 24 (Exh. 2).* At the bottom of large "TWEEZERMAN" product pitches these latest ads declare:

TWEEZERMAN® FOR U.S. CONGRESS IN '96
Vote for Dal LaMagna for U.S. Congress
District 3 on Long Island, New York
(Paid for by Dal LaMagna for Congress)

According to one report, the TWEEZERMANTM Corporation billed the LaMagna for Congress Committee for the percentage of each ad consumed by the campaign message. *See The Oceanside / RVC Beacon, Apr. 25, 1996. The LaMagna for Congress Committee's April 15, 1996 FEC filing does NOT disclose any disbursements for its magazine advertising*: neither corporate reimbursements nor direct payments to these publications are reported.

Finally, the LaMagna campaign purports to be headquartered at 55 Sea Cliff Avenue in Glenn Cove, New York. *See LaMagna for Congress Internet Site, May 17, 1996, http://www.dal-lamagna.com at 2 (Exh. 3)*. This is the address of the TWEEZERMANTM corporation. *See Business Listing of the Nassau County Telephone Directory at 281 (Exh. 4)*. In its FEC filings the LaMagna for Congress Committee has failed to account for any rent payments to or any in-kind contributions (office space) from the TWEEZERMANTM corporation. In fact, the LaMagna campaign has never disclosed paying any rent at all.

IV. DISCUSSION

The TWEEZERMANTM company continues to use -- and LaMagna for Congress persists in accepting -- corporate funds and resources to pay for campaign advertising. It is unlawful to receive and contribute these in-kind corporate contributions. It is illegal to ignore basic disclosure and reporting requirements. And it is unconscionable for the owner of a corporation to use a Congressional campaign as a cheap promotional stunt to boost corporate sales.

It is unlawful for corporations to make any expenditures in connection with federal elections. 2 U.S.C. § 441b(a) (1994). Illegal corporate expenditures include all funds spent on communications that constitute "express advocacy." *See FEC v. Massachusetts Citizens For Life, 479 U.S. 238, 249 (1986)*. Express advocacy refers to communications containing a message advocating election or defeat, including expressions such as "vote for" a candidate. *Id.* That the TWEEZERMANTM ads -- proclaiming "TWEEZERMANTM FOR CONGRESS '96" and urging readers to "Vote for Dal LaMagna in the Third District on Long Island" -- contain express advocacy is beyond dispute.

The NRCC has already demonstrated unlawful in-kind contributions (advertising space) made by the TWEEZERMANTM corporation to the LaMagna for Congress Committee. *See NRCC Complaint of April 16, 1996*. Dal LaMagna continues to attach express advocacy -- still urging readers to "Vote for Dal LaMagna in the Third District on Long Island" -- to advertisements run and paid for by his corporation even after the Committee's complaint. *See Allure Magazine, May 1996 at 22 (Exh. 1); see also Glamour Magazine, June 1996 at 24 (Exh. 2)*.

By itself, Mr. LaMagna's campaign could not have purchased advertisements of the specific size or on the pages on which they appear. Neither Allure nor Glamour Magazine sells advertising space in such small quantities. Only by "subletting" advertising space from a larger corporate buy could the LaMagna campaign place its advertisements on the desired pages. Such "subletting" amounts to improper corporate subsidization of campaign activity, as does the merging of corporate names and resources with those from the campaign (i.e. "TWEEZERMAN® for Congress" is improper, as would be "MICRO-SOFT for Congress" in the event Bill Gates ran).

The campaign's acceptance of free office space from the corporation for its headquarters is likewise unlawful and persists even after the April 16 NRCC Complaint. *See LaMagna for Congress Internet Site, May 17, 1996, <http://www.dal-lamagna.com> at 2 (Exh. 3)*. Furthermore, the entire TWEEZERMAN® advertisement must be considered a campaign ad, since the full ad promotes "TWEEZERMAN®" and Mr. LaMagna urges readers to vote "TWEEZERMAN® for U.S. Congress in '96." Mr. LaMagna cannot have it both ways: either he and TWEEZERMAN® are one and the same -- in which case the corporation-bought ads promoting TWEEZERMAN® are campaign ads in their entirety -- or LaMagna and TWEEZERMAN® are separate, in which case "TWEEZERMAN® for Congress" is a deceptive and unlawful stunt aimed to boost corporate sales and/or imply corporate sponsorship for a Congressional race.

Not surprisingly, the LaMagna for Congress Campaign has failed to disclose its unlawful activity on its April 15, 1996 FEC report. *See LaMagna Apr. 15, 1996 FEC Report (Exh. 4)*. According to LaMagna's signed report, his committee pays absolutely no rent and does not make any disbursements for print advertising. On information and belief, the fair market value of the LaMagna for Congress Committee's office space and print advertisements exceeded \$200 each. Whether made directly to the magazines or indirectly through the subsidizing TWEEZERMAN® corporation, the LaMagna for Congress Committee is legally obligated to disclose these disbursements. *11 C.F.R § 104.9(a) (1995)*.

Mr. LaMagna's "fast-and-loose" campaign activities raise one final question unanswered by his unlawfully incomplete FEC reports. The LaMagna for Congress campaign is reportedly distributing 10,000 tweezers inscribed "Tweezerman for Congress." *See Dana Milbank, "Anybody Can Run For Congress Now If He Has Pull," The Wall Street Journal, May 17, 1996 at A1 (Exh. 5)*. Mr. LaMagna's campaign committee again declines to report the costs of these items, undoubtedly a sizable disbursement. Even if Mr. LaMagna includes the costs of these products within the \$76,000 that he loaned his campaign at a lucrative 8% interest rate, these disclosures must be itemized and reported (and made from personal and not corporate moneys). Such omissions violate federal election law.

V. **PRAYER FOR RELIEF**

The N.R.C.C. respectfully requests that the Commission fully investigate the activities cited in this complaint along with those in MUR 4340. Dal LaMagna's routine and ongoing merger of corporate and campaign funds, activities, advertising and resources is unlawful under several federal statutes. LaMagna's flouting of disclosure and reporting requirements frustrates the most fundamental purpose of election laws. The Commission should take immediate and appropriate action to deter future violations of the law.

Respectfully Submitted,

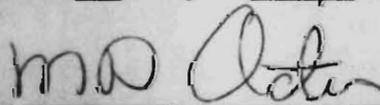


Maria Cino
Executive Director

98043895163

District of Columbia

Signed and sworn to before me this 20 th day of May, 1996.



NOTARY PUBLIC

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M. D. Acton
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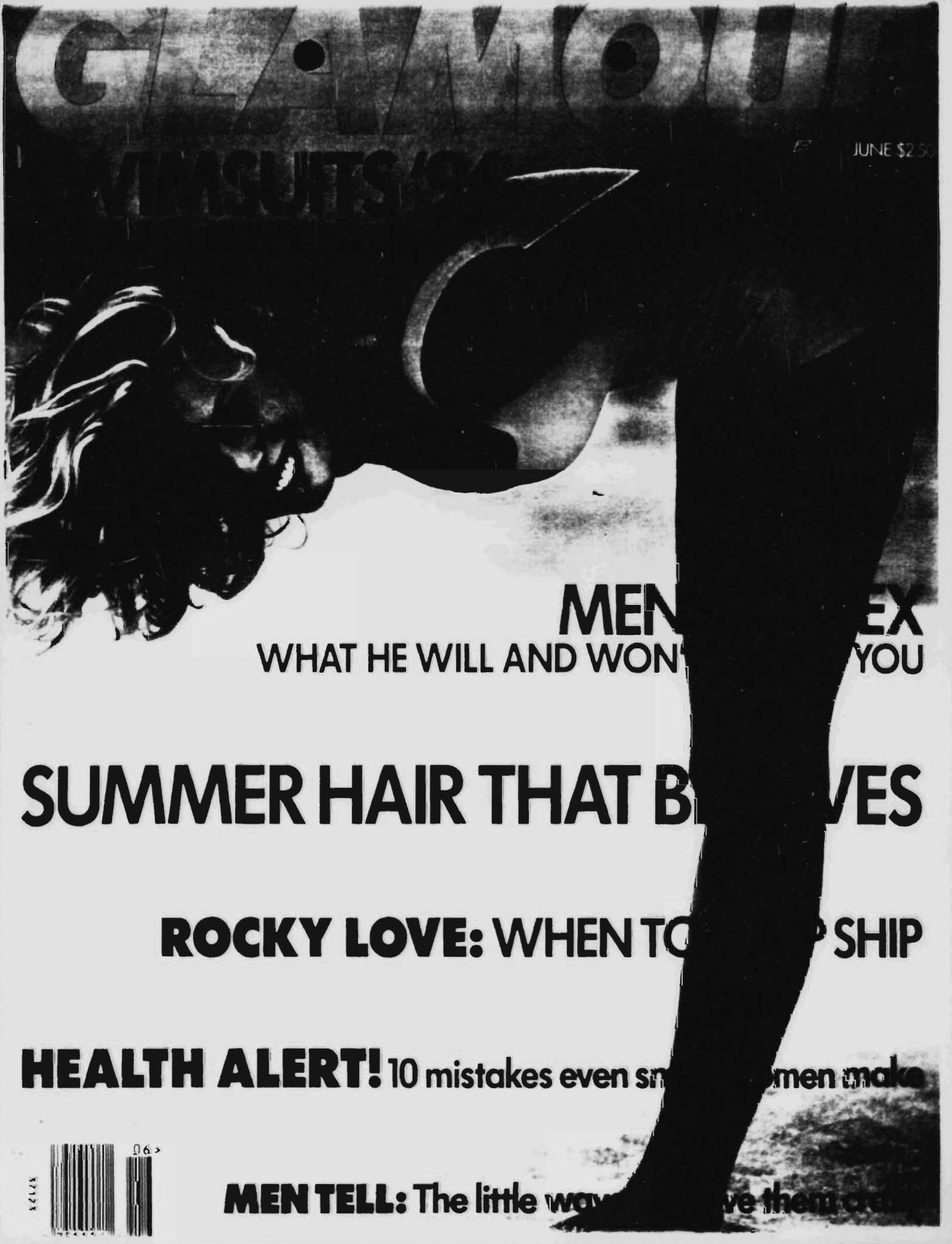
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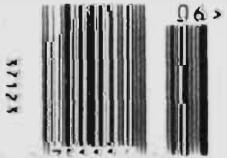
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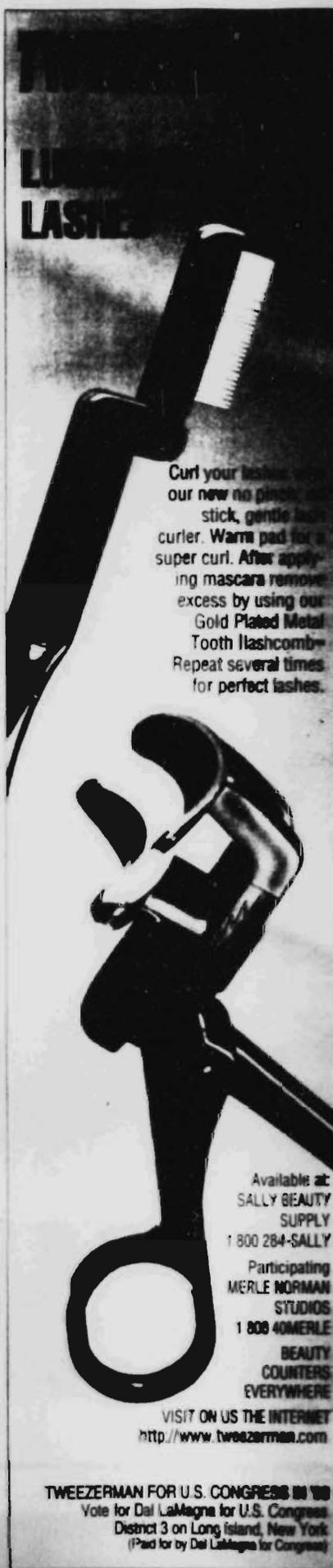
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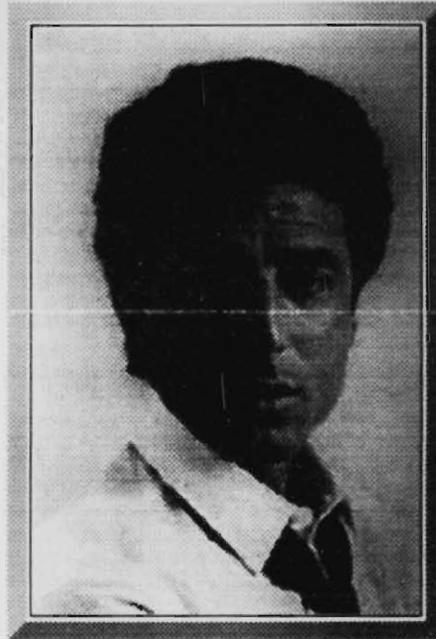
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TWEEZERMANTM FOR CONGRESS

Vote for Dal LaMagna in District 3 on Long Island



Dal LaMagna, AKA TWEEZERMANTM, is running for the U.S. Congress in the 3rd CD on Long Island, New York as a Democratic and Independent candidate.

America needs a government that is **LEAN NOT MEAN** - one that is efficient and caring. The American people have become pawns in an endless political and corporate chess game. "It is incredible to me that our elected officials shut down the government", says Dal LaMagna. "It is incredible to me that America's major corporations think little about laying off thousands and thousands of loyal workers."

Government needs business-minded legislators who care about the **real world of EVERYDAY AMERICANS**. Government needs legislators who will run the government as an effective and efficient service business that **promotes JOB AND HEALTH SECURITY** in America. It is time for business minded people with a caring attitude to get involved in running our government.

Dal is capable of working to re-engineer today's government into a more **efficient and less costly** one. He is the founder and CEO of TWEEZERMANTM Corporation in Glen Cove, New York.

LaMagna founded the company in 1980 with \$500 and has built it into a 10 million dollar company employing 65 people in his district. It is currently the premier developer and marketer of quality beauty implements in the U.S.

In 1994, the Small Business Administration named Dal LaMagna as the **Small Business Person of the Year** for the New York District. In 1980 Apoca Industries, Dal's employer at the time, received a VIP (Value Incentive Award) from the U.S. Government because Dal cut over \$32,000 from the cost of the government contract he managed.

As a Congressman, Dal would work to direct American businesses to care as much about their employees

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as they do about their shareholders. Dal's company, **TWEEZERMAN®**, puts the interests of its employees on the same par as those of its shareholders. In fact, in 1993 **TWEEZERMAN®** received the Health Insurance Plan of New York's (H.I.P.) Spirit Award for extraordinary customer service, employee empowerment and community involvement. Dal spoke at the 1994 Women's Economic Development Conference on employee empowerment.

TWEEZERMAN® is a member of Businesses For Social Responsibility. Dal is a member of the Social Venture Network, a blend of entrepreneurs, investors and corporate leaders committed to changing the way the world does business by adding employee and social responsibility to the bottom line.

Dal will bring creativity and innovation to solving the problems of government. Dal is a **PROBLEM SOLVER**. Before succeeding with **TWEEZERMAN®**, Dal was known for his innovative ideas and creativity in business. One of 5 children in a middle-class family where the father was a longshoreman and fire fighter, there was no family investment capital for him. Dal was forced to create concepts or businesses that were so extraordinary that little or no investment capital was required. In 1969 at Providence College, he and his physics professor founded Cupid Computer, one of the first, if not the first, computerized dating companies. While at the Harvard Business School, he converted drive-in movie theaters into drive-in discotheques for teenagers.

In the late 70's Dal was the co-executive producer of "Something Special", a movie starring John Glover and Patty Duke that won a Golden Palm Award for its sensitive treatment of adolescent boy girl issues.

Dal has volunteered his time and energy to his community before. He served as Maintenance Director, Director and Vice President of the Beacon Hill Bungalow Corporation over a period of 10 years, all volunteer positions for a small community of 41 families in New York. In 1994 he served on the Board of Directors of Harbor Day Care. As a teenager, Dal won the Thom McAnn Leadership Award and a Journal American Youth Scholarship for his efforts organizing the Youth Organization of Rosedale, an association of young people committed to building a youth center.

Dal is a graduate of Bishop Loughlin High School. He earned his BA in Humanities at Providence College where he was captain of the freshman basketball team. He spent his junior year abroad at the University of Fribourg. He has an MBA from the Harvard Business School. Dal lives in Sea Cliff, New York. He windsurfs. He speaks French. He is married to Marissa, has two children, Julia and Evan, and his nieces Reagan and Loren live with the family. Dal was born on the 4th of July! He will be 50 this year.

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Anybody Can Run For Congress Now If He Has the Pull

...
Tweezerman Is New to Voters.
But That Could Be a Plus
In His New York District.

By DANA MELBANK

Staff Reporter of THE WALL STREET JOURNAL

GLEN COVE, N.Y. — When you call yourself "Tweezerman," as Dal LaMagna does, life is bound to deal you one bad pun after another.

"We aim to tweeze" is the motto of his company, Tweezerman Corp. Friends note that he has lots of pull. Wags ask if he will be forming a splinter group.

The wordplay is about to get worse. Tweezerman expects to be the Democratic candidate for Congress from New York's Third District. No tweezing.

The 49-year-old Mr. LaMagna is passing out 10,000

tweezers inscribed "Tweezerman for Congress." He has bought ads in Self, Allure and Glamour magazines with the message (beneath a pair of tweezers): "Tweezerman for Congress in '86."

Tweezerman doesn't have the show-business celebrity of California Rep. Sonny Bono. But he is big in hair-removal implements, and he hopes to turn a modicum of personal-grooming fame into political gain here on Long Island, where the conservative Republican candidate, Peter King, though favored, is considered beatable, if only because he has a voting record. Mr. LaMagna has some of the encumbrance of incumbency. More important still, he is willing to spend more than \$250,000 of his own money to get elected.

"The Republicans are going to try to portray me as weird, as a flake, as someone just promoting my business, but I'm going to survive that," vows Mr. LaMagna in his pink and blue office. Just outside hangs a rack of cuticle nippers, eyelash combs and nose-hair trimmers.

Though Mr. LaMagna's political experience is limited to campaigning against a local incinerator, he does have issues in mind. "America needs a government that is lean not mean," he says. "My whole campaign is about making the business of government work." He will campaign against threatened cuts in Medicare and Medicaid and will promote corporate responsibility.

Odd Qualifications

But, Congressman Tweezerman? It could happen. Both parties these days seem to like nonestablishment, self-financing candidates. Hence: a proliferation of wealthier—sometimes wackier—applicants to public office. This year, House candidates include a former nuclear-submarine commander, a homebuilder, a weatherman, a cosmetics saleswoman, and a nanny-service entrepreneur. House Speaker Newt Gingrich is being challenged for his seat in Georgia by Michael Coles, founder of the Great American Cookie Co.

If these offbeat outsiders win, they will join the likes of a pest-control company owner (Rep. Tom DeLay of Texas) and a janitorial-service operator (Sen. Don Nickles of Oklahoma) in Congress already. Tweezerman, though, tests the limits of an outsider's appeal. "The risk is he's so far outside that people won't take him seriously," says Democratic media consultant Hank Morris, who believes Tweezerman is the Democrats' best hope in years at a



Dal LaMagna

district that tends to vote Republican.

Tweezerman's career began, oddly enough, while he was sunbathing nude on a California rooftop back in the '70s. He picked up some splinters (guess where) and was struck by the idea of starting Tweezerman Corp. to build a better pair of tweezers than he saw on the market. "I was bent over looking through my legs into the mirror," he explains, then stops himself. "This isn't your congressional look, is it?"

To get attention in Tweezerman's early days, Mr. LaMagna stuffed Styrofoam under his shirt at a trade show and stabbed himself with tweezers. He got into Forbes magazine in 1985, with a photo of himself carrying a six-foot-long pair of tweezers. Five years ago at a cosmetics trade show, he stuffed his nostrils with hair to promote the Tweezerman rotary nose-hair clipper. He also hired Tweezermen and Tweezerettes to sing songs such as "Boogie Woogie Tweezerman" and "Hip to Tweeze Hair."

His more recent mixing of Tweezerman the candidate and Tweezerman the hustler has irked the GOP, which complained to the Federal Elections Commission, citing laws against using a business to benefit a campaign and vice versa. Mr. LaMagna has since stopped the dual-purpose advertising. But he won't stop renaming as Tweezerman. "The bottom line is, I'm Tweezerman." (In his New York accent, the word comes out Tweez-uh-man.) "That's my persona, it's everything I'm about," he says.

Rep. King suggests that Tweezerman isn't fit for office. "I don't think he's been involved in any causes other than beauty products, and I don't know how that qualifies somebody to be a congressman," says Rep. King, who is 52, a lawyer and former

DATE: 5-12-96
PAGE: A-1

Nassau County comptroller. "I don't know if people in Massapequa are going to vote for him because he makes tweezers or was a nude sunbather."

Actually, Tweezerman has been involved in a variety of other business ventures—all unsuccessful—including honey-sweetened ice cream, a drive-in disco and a horror film. He also had some misadventures with the law long before he contemplated the glare of the political spotlight, including a couple of dust-ups with police over traffic violations and a 1974 arrest for trespassing on a freight train in Kansas City (related marijuana-possession charges were dropped).

On the other hand, he has an M.B.A. degree from Harvard and, with Tweezerman Corp., a successful business. The 15-year-old company has 85 employees and annual revenue approaching \$12 million. In his office, Mr. LaMagna displays a 1984 "small business person of the year" congressional citation, signed by Mr. King. At Tweezerman, he says, he champions corporate responsibility and gives employees stock, bonuses and job security. He once designated Wednesday as "fight day," for employees to air grievances with co-workers (no tweezers allowed).

Born Dominic Anthony LaMagna, the son of a longshoreman, he now is worth millions. But can he garner the 125,000 votes he figures he will need to get elected? For what it's worth, Mr. LaMagna does have the solid backing of Naitpro magazine. "Anybody who has used his implements and materials would vote for him," says publisher Deborah Carver, who would pull his lever herself if she didn't live in Los Angeles.

Mr. LaMagna hopes his Italian ethnicity also will win votes in the district, which is half Catholic and a quarter Italian. (His opponent is Irish Catholic.) He believes his support of abortion rights (Mr. King is anti-abortion) and his Tweezerman products will sway women voters to overcome the Democrats' 3-to-2 disadvantage among registered voters.

Mr. LaMagna thinks he can win — by a whisker. "If anyone can pull it off, Tweezerman can," he says.

9804389517



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 28, 1996

B. Holly Schadler, Esq.
PERKINS COIE
607 14th Street, N.W., Suite 800
Washington, D.C. 20005-2011

RE: MUR 4340
Del LaMagna for Congress
Frank Suttell, Treasurer

Dear Ms. Schadler:

On April 19, 1996, your clients were notified that the Federal Election Commission received a complaint from Maria Cino alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended. At that time your clients were given a copy of the complaint and informed that a response to the complaint should be submitted within 15 days of receipt of the notification.

On May 20, 1996, the Commission received additional information from the complainant pertaining to the allegations in the complaint. Enclosed is a copy of this additional information.

If you have any questions, please contact Alva E. Smith at (202) 219-3400.

Sincerely,

Colleen Sealander, Attorney
Central Enforcement Docket

Enclosure

980043895172



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 28, 1996

Del Anthony LaMagna
24 Bay Avenue
Sea Cliff, NY 11579

RE: MUR 4340

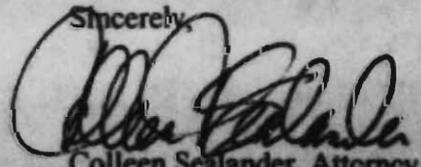
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Sincerely,


Colleen Sealander, Attorney
Central Enforcement Docket

Enclosure

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 28, 1996

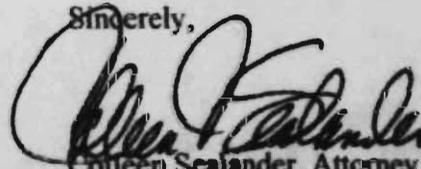
Maria Cino, Executive Director
National Republican Congressional Committee
320 First Street, SE
Washington, D.C. 20003

RE: MUR 4340

Dear Ms. Cino:

This letter acknowledges receipt on May 20, 1996, of the supplement to the complaint you filed on April 16, 1996. The respondent(s) will be sent copies of the supplement. You will be notified as soon as the Federal Election Commission takes final action on your complaint.

Sincerely,


Colleen Sealander, Attorney
Central Enforcement Docket

98043895174



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 28, 1996

Del Anthony LaMagna, Founder
TWEEZERMAN Incorporated
55 Sea Cliff Avenue
Glen Cove, NY 11542-3695

RE: MUR 4340
TWEEZERMAN, Inc.

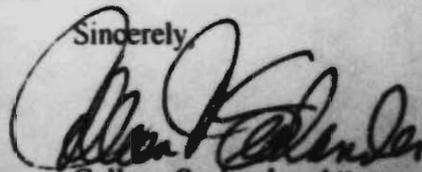
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Sincerely,


Colleen Sealander, Attorney
Central Enforcement Docket

Enclosure

98043895175

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May 29, 1996

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FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

Lawrence M. Noble, Esq.
Federal Election Commission
Office of the General Counsel
999 E Street, NW
Sixth Floor
Washington, DC 20463

Re: MUR 4340 - Dai LaMagna for Congress Committee; Frank Suttell, as Treasurer; TWEEZERMEN Corporation

Dear Mr. Noble:

This letter responds to the complaint filed by Maria Cino of the National Republican Campaign Committee ("NRCC") against Dai LaMagna for Congress Committee (the "Committee"); Frank Suttell, as treasurer, and TWEEZERMEN Corporation ("Respondents").

The complaint alleges that TWEEZERMEN has "underwritten" campaign activities of the Committee or that Mr. LaMagna has converted campaign funds to personal use. In making these allegations, Ms. Cino misstates both the law and the facts. As described below, the Committee and the corporation have consistently taken steps to ensure that corporate funds and resources are not used to support the campaign. Moreover, at no time has Mr. LaMagna converted campaign funds to personal use. The NRCC's allegations are without merit and this complaint should be dismissed without further action.

Introduction

The Federal Election Commission has ruled on several occasions that a candidate may use campaign funds to pay for the use of real or personal property owned by the candidate, so long as fair market value is charged and paid. See Advisory Opinions 1995-8, 1993-20, 1993-1. See also, 11 C.F.R. §§ 113.11(g) and 100.7(a)(1). In each case, the Commission found that no corporate contribution or personal use of campaign funds resulted. Moreover, the Commission's regulations at 11 C.F.R. § 113.11(g)(1)(E)(2) and the accompanying Explanation and Justification

104631-0001/13A061400/701

Lawrence M. Noble, Esq.
Federal Election Commission
May 29, 1996
Page 2

expressly provide that "a campaign committee can continue to rent part of an office building owned by the candidate for use in the campaign, so long as the committee pays no more than fair market value for the property usage." Commission Regulations on Personal Use of Campaign Funds, Explanation and Justification, 60 Fed. Reg. 7862, 7865 (Feb. 9, 1995).

Since its inception, the Committee has worked diligently to operate in accordance with the Commission's regulations and rulings. The campaign has paid fair market value to purchase certain goods and services from the TWEEZERMEN Corporation. As described below, in each case the corporation calculated the fair market value of the goods and services based on factors cited in the Commission rulings including: the allocable percentage of use by the campaign and the amount other outside purchasers paid for similar goods and services. Thus, Ms. Cino's allegations that the campaign "routine[ly] blended corporate and campaign funds" is demonstrably inaccurate.

Moreover, any suggestion by complainant that Mr. LaMagna is not permitted to discuss and publicize his accomplishments as an entrepreneur totally misconstrues the Federal Election Campaign Act ("FECA"). Mr. LaMagna started the TWEEZERMEN business in 1980 with \$500. He is now the president of a small business which in many ways is a model of corporate success and social responsibility. In order to assess his qualifications to hold public office, the voters need to know about Mr. LaMagna's personal and professional accomplishments, just as they need to know the record and activities of a state officeholder running for Congress. As with any candidate, Mr. LaMagna has made his accomplishments, including his success as founder of TWEEZERMEN, the centerpiece of his campaign because that is his "record." Any suggestion that this is inappropriate is not supported by law.

Each of Complainant's allegations will be discussed in more detail below.

I. Campaign Advertisements

First, the complaint raises an issue regarding the Committee's advertisements in several magazines, suggesting that the campaign ads were not paid for by the Committee. The Committee placed advertisements concurrently with

Lawrence M. Noble, Esq.
Federal Election Commission
May 29, 1996
Page 3

TWEEZERMEN in Self, Allure and Glamour magazines advocating the election of Mr. LaMagna (aka TWEEZERMEN) for Congress. Contrary to Ms. Cino's allegations, the Committee calculated and paid for the cost of the political message in these advertisements. This Committee's allocable share was applied to both the production and advertising costs. The Committee paid the company directly the full cost of its share of the advertisements. Sharing advertising space in this way is a common practice. TWEEZERMEN has often shared its advertising space with other entities under similar arrangements.

Prior to running these ads, the Committee Treasurer consulted with the FEC's Information Services regarding the joint advertising to ensure that it was done in accordance with the FECA. He was told that the Committee's approach in allocating the pro rata share of advertising costs in this manner was "reasonable." Indeed, this approach is consistent with FEC regulations and rulings that, under analogous circumstances, permit the allocation of costs based on the percentage share of use by each participant. In the case of public advertising, for example, FEC regulations provide that the cost of a communication may be allocated between federal and nonfederal candidates in accordance with the percentage of space used by each. See, e.g., 11 C.F.R. § 106.1. The Committee understood that similar procedures could be used to allocate the costs of the magazine ads.

The ads in Allure and Glamour carried the Committee's disclaimer. Contrary to Ms. Cino's allegations, the disclaimers were not the least bit "vague," rather they complied fully with FEC requirements. While the disclaimer on the advertisement in Self magazine was inadvertently left off, the ad was paid for by the Committee under the arrangement described above. The campaign has put procedures in place to ensure that disclaimers are not omitted in the future.

II. World Wide Web Site

The complaint incorrectly alleges that in some fashion the use of Internet by the campaign and the corporation was inappropriate or violated FEC rules. TWEEZERMEN advertisements have routinely invited readers to visit the corporation's web site. Thus, the advertisements in Self, Allure and Glamour magazines directed readers to a World Wide Web site accessible via the Internet. This site, <http://www.tweezerman.com>, is paid for and maintained by the

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TWEEZERMEN Corporation. At the bottom of the TWEEZERMEN Web site there was a note that Dal LaMagna is running for Congress and a reference to Web site <http://www.dal-lamagna.com/>, which is paid for and maintained exclusively by the Committee.

Web sites routinely refer users to additional Web sites. These links are free of charge and it is these references which make "surfing the net" possible and popular. It is in this entirely customary manner that the TWEEZERMEN site makes reference to the Committee's site. There is no financial benefit to the Committee from the corporation by having the two sites linked. The corporation did not finance or develop the Committee's site. The Committee paid the original registration fee and the Web site was designed by an individual who volunteered his time and also made an in-kind contribution for other related expenses which will be reported on the Committee's next report.

Complainant truly grasps at straws in suggesting that there is something inherently wrong with the campaign web site describing the candidate's accomplishments - most notably his success as an entrepreneur of beauty products. ("[The] campaign Web site ... extensively details the products and accomplishments of TWEEZERMEN Corporation in addition to the alleged qualification of the candidate/corporate president." Complaint at 2.)

The text of the web site, as presented in the exhibits to Ms. Cino's complaint, defies her description. It discusses Mr. LaMagna's accomplishments "extensively," not the beauty products his corporation sells. Among those accomplishments is the fact that he developed high quality products recognized as such by prominent news magazines. The site describes Mr. LaMagna's qualifications as a candidate for public office. Prominent among those qualifications is his experience as a successful entrepreneur. Accordingly, his role as founder and president of TWEEZERMEN and as the developer of unique products are fundamental to his qualifications as an effective and innovative problem solver -- characteristics that make him well-qualified for public office.

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Page 5

III. Campaign Offices and Equipment

The complaint goes on to allege that in some fashion the corporation is making contributions to the campaign, or alternatively that campaign funds are being converted to personal use, based on the fact that the campaign rents office equipment and space from the corporation.

Contrary to Complainant's statement of the law, the Commission has expressly ruled that a candidate may rent office space for his campaign at fair market value in an office building owned in whole or in part by the candidate. Advisory Opinion 1995-8; see also 11 CFR 113.1(g) and Commission Regulations on Personal Use of Campaign Funds, Explanation and Justification, 60 Fed. Reg. 7862, 7865 (Feb. 9, 1995) (campaign committee may pay for use of real or personal property that is owned by the candidate and used for campaign purposes, so long as the payments are equal to but do not exceed fair market value). The Commission also ruled in the same opinion that a committee may rent office equipment from a corporation owned in whole or in part by the candidate without violating the prohibition on corporate contributions or personal use.

The campaign fax number was leased from TWEEZERMAN by the campaign for its exclusive use. While this number may have appeared on the TWEEZERMAN Web site at one time, it has been removed and is devoted exclusively to the campaign. It continues to be paid for and used by the Committee. The rental charge includes a monthly fee for the phone line and the fax machine and is paid directly to the corporation.¹

¹ The Campaign has contracted with NYNEX for three phone lines with associated services and long distance charges and the Campaign is billed directly for those services. The Campaign rents a fax machine for \$10 a month and the telephone line for that fax for \$30 a month from TWEEZERMAN. These rental amounts were calculated based on the cost of the fax machine (approximately \$300) and the monthly charge for the line (just under \$30). The Campaign also rents four computers for \$100 a month each from TWEEZERMAN. This rental amount was based upon cost to TWEEZERMAN and an evaluation of the market rental rates for such equipment. The Campaign purchased from an outside source a printer which is attached to one of the computers. The Campaign pays TWEEZERMAN at the end of each month for the rental of the equipment for the following month.

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Page 6

Complainant also raises an issue about the fact that the campaign address is the same as the TWEEZERMAN address. The campaign rents an office in TWEEZERMAN's building. TWEEZERMAN has in the ordinary course of business rented space in its building to numerous outside entities.² As with its other tenants, the rental charge is calculated by the square footage occupied. Based on the corporation's survey, office space of this type rents for a monthly fee of between \$8 and \$15 per square foot. The corporation charges \$15 per square foot because it was a short term rental and included certain amenities (consistent with the corporation's general practice) such as use of bathrooms. The total rent charged was \$150 per month, \$1,800 per year, for one office of 120 square feet.

Here the corporation and the campaign have taken documented steps to ensure that the rental fees for the office space and equipment represent usual and normal charges by reviewing the market and allocating for campaign use. Therefore, Ms. Cino is incorrect in her allegations that TWEEZERMAN was in some fashion making an illegal corporate contribution or converting campaign funds to personal use through rental of its offices and equipment to the campaign.

Ms. Cino also alleges a violation based on the presence of a campaign banner at the TWEEZERMAN Booth of the International Beauty Show. To support her allegation she quotes a CNN interview stating that the TWEEZERMAN "booth at New York's International Beauty Show looked more like a campaign headquarters." One of the two sales booths that TWEEZERMAN rented included a banner stating Dal LaMagna/TWEEZERMAN for Congress. This occurred at the beginning of the campaign; the banner was used once in this manner and has not and will not be used again. The presence of one campaign banner could hardly be characterized as taking on the appearance of a "campaign headquarters." The campaign can not be held responsible for casual comments during a news show. Indeed, CNN's characterization of the booth was no more accurate than its consistently referring to Mr. LaMagna as "Dal Magna."

² For example, until 1995 TWEEZERMAN rented approximately 465 square feet of office space plus parking to a trucking company for \$1,200 per month.

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Page 7

IV. "TWEEZERMAN for Congress"

Finally, Complainant's likening Mr. LaMagna's use of the phrase "TWEEZERMAN for Congress" to Bill Gates' using "MICROSOFT for Congress" is truly unsupported. No one calls Bill Gates MICROSOFT -- most everyone calls Dal LaMagna, TWEEZERMAN. People have been calling him TWEEZERMAN since before he formed the company and listed the trademark.

Mr. LaMagna started his business 15 years ago with a single product: the high quality tweezer. As he built his business by selling tweezers door to door to beauty salons, he became known as the TWEEZERMAN. To this day he is referred to as the TWEEZERMAN by both business associates and personal friends. There are numerous people in the beauty industry to whom he is known only as TWEEZERMAN. To say that he cannot refer to himself by his "nickname," by which he has been long known, is unsupported in the federal campaign laws.

V. Conclusion

Contrary to Ms. Cino's allegations, there has been no "merging" of corporate and campaign funds or activities. As demonstrated above, the Committee has paid full fair market value for the goods or services it has leased or obtained from TWEEZERMAN Corporation. The Committee's FEC report for the first quarter of 1996 listed TWEEZERMAN as the recipient of \$1,279.47 in payments. At the close of books for that report, the campaign had only been in operation for approximately seven weeks. As of May 1, the Committee has paid TWEEZERMAN almost \$20,000 for goods and services. Each disbursement is thoroughly documented to demonstrate how it was calculated and that it represents fair market value.

Moreover, the Committee has adopted guidelines for its interaction with the corporation to ensure full compliance with FEC rules. To the extent there are any transactions with the corporation, they must be approved in advance by the Treasurer. While the Committee and TWEEZERMAN are confident that their activities have been consistent with the FECA, certain steps have been taken to avoid even the appearance of overlap in the future. For example, the corporate web site no longer links the Committee's web site and the Committee's advertising will not appear with the corporation's ads.

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May 29, 1996
Page 8

In light of the substantial efforts the Committee and corporation have made to keep their activities separate and in compliance with the FECA, we request that this complaint be dismissed with no further action.

Sincerely,



B. Holly Schadler
Counsel for Dal LaMagna for Congress

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PERKINS COIE

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607 FOURTEENTH STREET, N.W. WASHINGTON, D.C. 20005-2011
TELEPHONE: 202 628-6600 · FACSIMILE: 202 434-1690

June 6, 1996

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OFFICE OF GENERAL
COUNSEL
JUN 13 9 44 AM '96

By Facsimile

Lawrence M. Noble, Esq.
General Counsel
Federal Election Commission
999 E Street, NW
Washington, D.C. 20463

ATTN: Colleen Sealander

Re: MUR 4340

Dear Mr. Noble:

This letter is written in response to the supplemental complaint filed by the National Republican Congressional Committee in this matter.

We have received the additional information. We request an extension of time to review the issues and file our response in this case. An extension of time is necessary in order to review the record, have an adequate opportunity to discuss the issues with our client and prepare a comprehensive response. Therefore, we are requesting an extension of time of 20 days which would be July 2, 1996.

Sincerely,



B. Holly Schadler
Counsel to Dal LaMagna for Congress

[25220-0001/DA96]580.053]

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 11, 1996

B. Holly Schadler, Esq.
PERKINS COIE
607 14th Street, N.W., Suite 800
Washington, D.C. 20005-2011

RE: MUR 4340
Dei LaMagna for Congress
Frank Suttell, Treasurer

Dear Ms. Schadler:

This is in response to your letter dated June 6, 1996, which we received on that same date requesting an extension of 20 days until July 2, 1996 to respond to the complaint filed against your client. After considering the circumstances presented in your letter, the Office of the General Counsel has granted the requested extension. Accordingly, your response is due by the close of business on July 2, 1996.

If you have any questions, please contact me at (202) 219-3400.

Sincerely,

Clinett Short
Central Enforcement Docket

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July 2, 1996

Lawrence M. Noble, Esq.
Federal Election Commission
Office of the General Counsel
999 E Street, NW
Sixth Floor
Washington, DC 20463

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COMMISSION
OFFICE OF GENERAL
COUNSEL

JUL 2 4 08 PM '96

Re: MUR 4340 - Dal LaMagna for Congress Committee; Frank Suttell, as Treasurer; TWEEZERMAN Corporation

Dear Mr. Noble:

This letter responds to the additional information filed by Maria Cino of the National Republican Campaign Committee ("NRCC") against Dal LaMagna for Congress Committee (the "Committee"); Frank Suttell, as treasurer; and TWEEZERMAN Corporation ("Respondents") in MUR 4340.

The additional information provided by Complainant largely repeats her earlier allegations and is similarly groundless. The Committee and the corporation have consistently taken steps to ensure that corporate funds and resources are not used to support the campaign. The NRCC's allegations are without merit as specifically discussed below.

1. Campaign Advertisements

The complaint again raises an issue regarding the Committee's advertisements in several magazines, suggesting that the campaign ads were not paid for by the Committee. As stated in its earlier response, the Committee placed advertisements concurrently with TWEEZERMAN in Self, Allure and Glamour magazines advocating the election of Mr. LaMagna (aka TWEEZERMAN) for Congress.

Contrary to Ms. Cino's allegations, the Committee calculated and paid for the cost of the political message in these advertisements. The Committee's allocable share was applied to both the production and advertising costs. The Committee paid the full cost of its share of the advertisements, in accordance with the Treasurer's discussions

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with the FEC's Information Services. Indeed, this approach is consistent with FEC guidance where advertising space was sold by a political party committee to a corporation on an allocable basis. See Advisory Opinions 1981-3 and 1978-46. The payments for these ads were made after the close of books for the April 15, 1996 FEC filing. The ads were paid for in the month in which they ran consistent with trade practice. These disbursements will, therefore, appear in the Committee's next report. With one exception, the ads carried the appropriate disclaimer as discussed in our earlier response.

The ads in Allure for May and Glamour for June were part of a single media purchase. Magazines have a long lead time for ad purchases, therefore, it should come as no surprise that the advertisements placed earlier in the year appeared in the May and June issues. The Committee has no plans for future ads of this type.

2. Campaign Offices and Equipment

The additional information again alleges that the Committee is receiving free office space and that the Committee has failed to report rental payments.

The Commission has expressly ruled that a candidate may rent office space for his campaign at fair market value in an office building owned in whole or in part by the candidate. See Advisory Opinion 1995-8; see also 11 CFR 113.1(g) and Commission Regulations on Personal Use of Campaign Funds, Explanation and Justification, 60 Fed. Reg. 7862, 7865 (Feb. 9, 1995). Accordingly, the Committee paid TWEEZERMAN fair market value for office space and use of equipment. These expenses will be reported on the Committee's second quarter filing.

The Committee has also rented a headquarters. The headquarters is a store front and leased from an entity which has no connection with TWEEZERMAN. It is anticipated that most of the campaign work will take place in the headquarters. However, the Committee will continue to rent the office in the TWEEZERMAN building for the use of the candidate in order to segregate campaign and corporate activities.

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Federal Election Commission
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Page 3

3. Purchase of Tweezers

Complainant raises the issue of reporting the Committee's purchase of tweezers inscribed with the TWEEZERMAN FOR CONGRESS. The 10,000 tweezers were contracted for by the Committee from TWEEZERMAN in the exact same manner as with any other customer. TWEEZERMAN has a number of "bulk account" customers who purchase large quantities of a single item, generally with the customer's own label. In accordance with this trade practice, the Committee is considered a bulk account.

Bulk accounts are charged for the direct cost of any special work to produce their private label and on a per piece basis for each implement. These customers are required to make the net payment for the purchase in 30 days. The per piece price is determined by cost (including shipping, duty and other charges) plus a profit margin. TWEEZERMAN charges the Committee a mark up of 35 percent, exactly the amount the company would charge a similarly situated non-political customer. TWEEZERMAN will sell to anyone under the exact same conditions. This practice is entirely consistent with the FEC's regulations regarding extensions of credit. See 11 C.F.R. § 116.3(b) (corporation may extend credit to a candidate in ordinary course of business and under substantially similar terms).

There were no expenditures reported for tweezers on the first quarter FEC filings because there were no bills due or paid during that period. The cost of the number of tweezers delivered and paid for during the second quarter will appear on the Committee's second quarter filing.

4. Candidate Loan

Finally, Complainant makes reference to a \$76,000 loan made by Mr. LaMagna to his Committee. This loan has nothing whatsoever to do with the purchase of tweezers. Contrary to Ms. Cino's speculation, the loan was made solely for the purpose of starting up the campaign. The loan was reported in accordance with the FEC regulations, made from personal funds and intended to be used to pay initial campaign expenses.

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Page 4

5. Conclusion

Contrary to Ms. Cino's allegations, there has been no "merging" of corporate and campaign funds or activities. As demonstrated above, the Committee has paid full fair market value for the goods or services it has leased or obtained from TWEEZERMAN Corporation. These disbursements will be disclosed in future FEC reports.

In light of the substantial efforts the Committee and corporation have made to keep their activities separate and in compliance with the FECA discussed in this and our earlier response, we request that this complaint be dismissed with no further action.

Sincerely,



B. Holly Schadler
Counsel for Dal LaMagna for Congress

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FEDERAL ELECTION COMMISSION
999 E Street, N.W.
Washington, D.C. 20463

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Dec 24 9 48 AM '95

FIRST GENERAL COUNSEL'S REPORT

SENSITIVE

MUR: 4340
DATE COMPLAINT FILED: April 16, 1996
DATE OF SUPPLEMENT: May 20, 1996
DATES OF NOTIFICATION: April 19, 1996 and
May 28, 1996
DATE ACTIVATED: July 22, 1996

STAFF MEMBER: Mark Allen

COMPLAINANT: National Republican Congressional Committee

RESPONDENTS: Dal LaMagna
Dal LaMagna for Congress and Frank Suttell, as treasurer
TWEEZERMAN Corporation

RELEVANT STATUTES: 2 U.S.C. § 434(b)(4)(A)
2 U.S.C. § 439a
2 U.S.C. § 441b(a)
2 U.S.C. § 441d(a)

RELEVANT REGULATIONS: 11 C.F.R. § 106.1
11 C.F.R. § 113.1

INTERNAL REPORTS CHECKED: Disclosure Reports

FEDERAL AGENCIES CHECKED: None

I. **GENERATION OF MATTER**

The Office of the General Counsel received a complaint on April 16, 1996 and a supplement on May 20, 1996 from the National Republican Congressional Committee alleging that Dal LaMagna's company, TWEEZERMAN Corporation, made corporate contributions to his committee, Dal LaMagna for Congress, and that the activities of the corporation and the

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committee also constitute illegal personal use of campaign funds. The Dal LaMagna for Congress Committee responded on May 29, 1996 and July 2, 1996.¹

II. FACTUAL AND LEGAL ANALYSIS

A. Law

The Federal Election Campaign Act of 1971, as amended ("the Act"), prohibits corporations from making expenditures and contributions in connection with federal elections.

2 U.S.C. § 441b(a). This section broadly defines "contribution" as "anything of value."

2 U.S.C. § 441b(b)(2). Section 441b(a) also prohibits officers and directors from consenting to the corporate contribution or expenditure. Further, this provision prohibits candidates and committees from knowingly accepting or receiving a corporate contribution or expenditure.

The Act requires that whenever any person makes an expenditure for the purpose of financing communications expressly advocating the election or defeat of a clearly identified candidate, or solicits any contribution through media such as magazines or any other type of general public political advertising, such communication, if paid for and authorized by a candidate or authorized political committee of a candidate, shall clearly state that the communication has been paid for by such authorized political committee. 2 U.S.C. § 441d(a). The Act also requires committees to disclose expenditures made to meet candidate or committee operating expenses. 2 U.S.C. § 434(b)(4)(A). The Act defines "expenditure" to include "a written contract, promise, or agreement to make an expenditure." 2 U.S.C. § 431(9)(A)(ii). The Commission's regulations further provide that such a contract or agreement is an expenditure as

¹ Dal LaMagna lost the 1996 general election with 42% of the vote in the third congressional district in New York State.

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of the date of such contract or agreement. 11 C.F.R. § 100.8(a)(2). Further, such contracts or agreements are considered debts that must be reported until repaid. 11 C.F.R. § 104.11(b). A debt of \$500 or less is reportable once it has been outstanding 60 days from the date incurred (the date of the transaction, not the date the bill is received). *Id.* A debt exceeding \$500 must be reported in the report covering the date on which the debt was incurred. *Id.* Excluded from this requirement are regularly recurring administrative expenses like rent and salaries. *Id.*

The Act also provides that amounts received by a candidate as contributions that are in excess of any amount necessary to defray his or her expenditures may be used by such candidate to defray any ordinary and necessary expenses incurred in connection with his or her duties as a holder of federal office or any other lawful purpose except that no such amounts may be converted by any person to any personal use. 2 U.S.C. § 439a. The Commission's regulations define "personal use" as "any use of funds in a campaign account of a present or former candidate to fulfill a commitment, obligation or expense of any person that would exist irrespective of the candidate's campaign or duties as a Federal office holder." 11 C.F.R. § 113.1(g). The regulations expressly permit campaign committees to rent part of an office building owned by a candidate so long as the committee pays the fair market value. 11 C.F.R. § 113.1(g)(1)(i)(E); Explanation and Justification, 60 Fed. Reg. 7862, 7865 (Feb. 9, 1995). If the committee pays more than fair market value, such excess constitutes impermissible personal use of campaign funds, as the earnings of an asset owned by the candidate are unduly augmented. See 2 U.S.C. § 439a. On the other hand, if the committee pays the candidate less than fair market value, the difference constitutes a contribution on the part of the candidate. Where the owner of the office building is a corporation owned by the candidate, the difference constitutes

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an impermissible corporate contribution. See 2 U.S.C. § 441b(a); Advisory Opinions 1995-8, 1994-22, and 1994-8.

Finally, the Commission's regulations provide for the allocation of candidate and committee activities such as advertising. 11 C.F.R. part 106. The regulations require that expenditures made on behalf of more than one clearly identified federal candidate shall be attributed to each such candidate according to the benefit reasonably expected to be derived, such as by the proportion of space devoted to each candidate. 11 C.F.R. § 106.1(a)(1). The regulations do not contemplate allocation between a corporation and a political committee for joint advertising.

B. Complaint and Response

The complaint identifies Dal LaMagna as a businessman who founded and is president of the TWEEZERMAN Corporation ("corporation") and is personally known as "TWEEZERMAN," which is a registered trademark.² The complaint states that the corporation's "flagship product (the \$50 TWEEZERMAN® tweezer) is widely recognized," and that the corporation advertises its products in national fashion magazines such as *Allure*, *Glamour*, and *Self*, participates in beauty shows to publicize its wares, and maintains an Internet web page.

The complaint alleges that TWEEZERMAN Corporation unlawfully used, and Dal LaMagna for Congress ("Committee" or "campaign") improperly accepted, corporate funds and resources to pay for campaign advertising that expressly advocated the election of Mr. LaMagna.

² This Office does not have information at this time indicating that TWEEZERMAN Corporation is a Subchapter S corporation.

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See 2 U.S.C. § 441b(a). The complaint also alleges that the corporation made contributions to the Committee in the form of an Internet web site reference, office space and equipment, and a trade show display. Further, the complaint alleges that the campaign's activity may have benefited the corporation and therefore Dal LaMagna personally, in violation of the prohibition on personal use of campaign funds. See 2 U.S.C. § 439a. Finally, the complaint alleges that the Committee failed to disclose disbursements for activity such as advertising, rent, and the cost of 10,000 tweezers inscribed "Tweezerman for Congress." See 2 U.S.C. § 434(b)(4)(A).

The Committee responded that corporate funds have not been used to support the campaign. Rather, the response states that "the Committee has paid full fair market value for the goods or services it has leased or obtained from TWEEZERMAN Corporation," and that the Committee has made substantial payments to the corporation: as of May 1, 1996, almost \$20,000 for goods and services. The Committee also states that at no time has Dal LaMagna converted campaign funds to personal use, and that the Committee has properly disclosed its disbursements. Finally, "[i]n light of the substantial efforts the Committee and corporation have made to keep their activities separate and in compliance with the Act, the Committee requests that the complaint be dismissed with no further action."³ This report considers the complaint's specific allegations in turn.

³ TWEEZERMAN Corporation and Dal LaMagna did not separately respond to the complaint.

C. Corporate Contributions

1. Magazine Advertisements

The complaint alleges that after Mr. LaMagna filed a statement of candidacy, the TWEEZERMAN Corporation took out advertisements in Allure, Glamour, and Self magazines that expressly advocate the election of Dal LaMagna to Congress. The complaint includes copies of four such ads, and the supplement to the complaint includes two more. Each of the ads occupies one-third of a page; the political portion takes up the bottom one-half inch. In the April 1996 issue of Self magazine, an advertisement for the corporation includes the statement "TWEEZERMAN FOR CONGRESS '96 Vote for Dal LaMagna in the Third District on Long Island." This ad does not include a disclaimer. The advertisement for the corporation in the April 1996 Allure magazine contains the statement "TWEEZERMAN FOR CONGRESS IN '96 Vote for Dal LaMagna in the Third District on Long Island" and also includes the disclaimer "Paid for by Dal LaMagna for Congress." The other four ads, in the April, May, and June 1996 Glamour and May 1996 Allure, each contain nearly identical statements and disclaimers.⁴

The complaint concludes that the corporation paid for the advertising in Allure, Glamour, and Self magazines in violation of section 441b(a), and that the Self ad lacked a disclaimer in violation of section 441d(a). The complaint further alleges that even if the campaign shared the advertisement costs with the corporation and paid its pro rata share, the ads still constituted illegal activity because "[t]he campaign alone could not have purchased the magazine locations in which it advertised without 'piggybacking' on the corporation's buy." Finally, the complaint

⁴ This Office reviewed prior and subsequent issues of these and other magazines and did not find additional political advertisements regarding TWEEZERMAN or Dal LaMagna.

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asserts that such "piggybacking" amounts to improper corporate subsidization of campaign activity, "as does the merging of corporate names and resources with those from the campaign (i.e., "TWEEZERMAN® for Congress" is improper, as would be "MICRO-SOFT for Congress" in the event Bill Gates ran)."

The Committee's response states that the cost of the magazine advertisements were properly allocated between the corporation and the Committee. The Committee states that it made payments for the ads after the April 1, 1996 close of books for the 1996 April Quarterly Report and that the "ads were paid for in the month in which they ran consistent with trade practice."⁵ The response also states that the Allure and Glamour ads carried proper disclaimers and acknowledges that the Self ad omitted the disclaimer. The response notes that the Committee's advertising no longer appears with the corporation's advertisements.

Regarding the allegation that using the phrase "TWEEZERMAN for Congress" amounts to an improper corporate subsidization of campaign activity, the response takes issue with the "MICRO-SOFT for Congress" analogy. The response distinguishes Dal LaMagna from Bill Gates by asserting that "most everyone calls Dal LaMagna 'TWEEZERMAN'" and that people have been using that name for him "since before he founded the company and listed ~~the~~ trademark." By contrast, the response continues, "no one calls Bill Gates 'MICROSOFT.'" The response adds that "[t]o say that [Dal LaMagna] cannot refer to himself by his 'nicknames,' by which he has been long known, is unsupported in the federal campaign laws."

⁵ The Committee's disclosure reports show four payments to TWEEZERMAN Corporation for "co-operative advertising": \$1,560.32 on April 17, 1996; \$2,093.46 on April 30, 1996; \$925.31 on May 31, 1996; and \$89.85 on June 28, 1996, for a total of \$4668.94.

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In light of the clear express advocacy without a disclaimer in the April 1996 Self advertisement, "TWEEZERMAN FOR CONGRESS '96 Vote for Dal LaMagna in the Third District on Long Island," this Office recommends that the Commission find reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441d(a).

Regarding the alleged corporate contribution, the campaign's use of the phrase "TWEEZERMAN for Congress" appears to constitute a corporate contribution. Although Dal LaMagna is personally known as "Tweezerman," it is also the name of the corporation and is a registered trademark,⁶ and so the use of the name on behalf of the campaign constitutes something of value that the corporation is providing to the campaign. Further, TWEEZERMAN Corporation running an advertisement that includes a campaign ad, even where the Committee pays a share of the cost, appears on its face to be a corporate contribution, broadly defined in section 441b(b)(2) as "anything of value." Such advertising by the corporation necessarily promotes the candidate through association with a commercial product, thus giving the candidate something of value. This Office also questions whether the campaign could have placed its small ads on the same prominent pages of the magazines without the large corporation ads.⁷ This Office notes that other factors may affect the extent of the apparent corporate contribution. Although the Committee disclosed payments to the corporation for its share of the ads, significant questions remain regarding the placement of the ads and the timing of the payments. For example, this Office questions whether the Committee's initial payment to the corporation for "co-operative advertising" on April 17, 1996 was timely payment for the April ads in Allure.

⁶ Mr. LaMagna started the business in 1978 and incorporated TWEEZERMAN Corporation in 1983.

⁷ Five of the six ads shared pages with the listing of magazine officials near the front of the magazines.

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Glamour, and Self. Accordingly, this Office recommends that the Commission find reason to believe that the TWEEZERMAN Corporation and Dal LaMagna for Congress and Frank Suttell, as treasurer, each violated 2 U.S.C. § 441b(a).⁸ In addition, Dal LaMagna is president of the corporation and presumably consented to the making of this contribution. As the candidate, Mr. LaMagna presumably also knowingly accepted the contribution. Therefore, this Office also recommends that the Commission also find reason to believe that Dal LaMagna violated 2 U.S.C. § 441b(a).

2. Internet Web Sites

The complaint also alleges that that the TWEEZERMAN Corporation has a web site that impermissibly refers readers to a campaign web site where funds are solicited from the general public. The complaint includes copies of both the corporation and the campaign web sites from April 9, 1996. The corporation's web site includes the statement "Dal LaMagna, the founder and president of TWEEZERMAN® is running for the US Congress in New York. For more info visit <http://www.dal-lamagna.com/>." The campaign's web site is titled "TWEEZERMAN® FOR CONGRESS Vote for Dal LaMagna in District 3 on Long Island" and discusses the corporation and the candidate. The campaign site also solicits contributions by stating "Call 516-676-8097 Contribute Money to the campaign effort." The complaint asserts that the corporation web site reference to the campaign is an unlawful corporate contribution. See 2 U.S.C. § 441b(a).

⁸ In light of this recommendation that the advertisements are impermissible, the issue of the appropriate allocation of the campaign's share of the ads is inapposite.

The response states that the corporation and the Committee separately maintain and pay for their web sites. Regarding the corporation site's reference to the Committee site, the response states that

Web sites routinely refer users to additional Web sites. These links are free of charge and it is these references which make "surfing the net" possible and popular. It is in this entirely customary manner that the TWEEZERMAN site makes reference to the Committee's site. There is no financial benefit to the Committee from the corporation by having the two sites linked. The corporation did not finance or develop the Committee's site. The Committee paid the original registration fee and the Web site was designed by an individual who volunteered his time and also made an in-kind contribution for other related expenses which will be reported on the Committee's next report.

As for the Committee's web site referencing the corporation, the response states that the site is describing Dal LaMagna's accomplishments and his qualifications as a candidate. Prominent among those qualifications, the response continues, is Mr. LaMagna's experience as a successful entrepreneur at TWEEZERMAN. The response also notes that the corporation's web site no longer links the Committee's web site.

This Office visited the corporation web site on August 7, 1996 and the campaign web site on August 7, September 6, and November 4, 1996. Copies at Attachments 1 and 2. The corporation site no longer references the campaign site and the campaign site no longer refers to the candidate as "TWEEZERMAN."

The campaign web site expressly advocates the election of Dal LaMagna. The original version is titled "TWEEZERMAN® FOR CONGRESS Vote for Dal LaMagna in District 3 on Long Island" and solicited contributions. Later versions of the web site are titled "LaMagna for Congress." None of the versions of the campaign web site include a disclaimer. The Commission determined in Advisory Opinion 1995-9 that use of a World Wide Web site operated by a political committee should be viewed as a form of general political advertising and

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thus the disclaimer requirement applies. See 2 U.S.C. § 441d(a). Thus, in light of the failure of the campaign web site to include a disclaimer, this Office recommends that the Commission find reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441d(a). It also appears that the corporation's web site should have required a disclaimer, because it referred readers to the campaign web site where contributions were solicited. See MURs 3546 (Clinton for President) and 3980 (Hipp for Congress). Therefore, this Office recommends that the Commission find reason to believe that TWEEZERMAN Corporation violated 2 U.S.C. § 441d(a). Finally, it appears that the corporation web site constituted a contribution to the campaign. Section 441b(b)(2) broadly defines "contribution" as "anything of value." While the Committee asserts that there is no financial benefit to the Committee, the reference in the corporation's site directing users to the campaign site does appear to constitute something of value: additional exposure to members of the general public, which is tantamount to advertising. Accordingly, this Office recommends that TWEEZERMAN Corporation, Dal LaMagna for Congress and Frank Suttell, as treasurer, and Dal LaMagna each violated 2 U.S.C. § 441b(a).⁹

⁹ Regarding the further issue of payment of the costs of the campaign web site, the Committee disclosed a \$500 in-kind contribution dated April 30, 1996 from Danny Lipman for "home page on net." The original campaign and corporation web sites both identify "DLA" as carrying out "Web Design, Upkeep and Programming." DLA is Danny Lipman & Associates, a California firm that is not registered as a corporation in that state. The Committee identifies Mr. Lipman as a partner of DLA and the Committee does not disclose any other contributions from this individual. Thus, the in-kind contribution appears to be permissible. At some point after May 17, 1996, the date of the web page copy included with the supplement to the complaint, the campaign web site was redesigned. Mitchel Palmer is identified on the site as its author. See Attachment 2, pages 3 and 6. The Committee disclosed \$200 weekly payments during July and August 1996 to Mitchel Palmer for "campaign consulting," and several other payments during this period for "travel expenses." Mr. Palmer is a student at Ithaca College in New York State. Thus, between the \$500 in-kind contribution and the payments to Mitchel Palmer, it appears that the Committee has paid for its web site. The amount of the payments appears to be reasonable in light of the basic nature of the campaign web site, i.e., limited image scanning and no audio capability. Thus, this Office does not make any further recommendations regarding impermissible contributions in connection with the web sites.

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3. Office Space and Equipment

The complaint also states that the corporation and Committee web sites show the same fax number and the campaign address is the same as the corporation address listed in a local business telephone directory.¹⁰ The complaint concludes that in light of the common fax number and business address, the corporation made an impermissible in-kind contribution to the campaign by paying for the fax and the office space.¹¹

At the time of the complaint and supplement, the Committee had filed only its 1996 April Quarterly Report, which did not disclose payments for office space and equipment. The Committee's response states such expenses would be disclosed in the July Quarterly Report. The Committee states that it has paid fair market value for rental of office space and equipment from the corporation and thus has not violated the prohibition on corporate contributions. Further, the response states that the campaign rents an office in the corporation's building and that the corporation "has in the ordinary course of business rented space in its building to numerous outside entities." "Based on the corporation's survey," the response continues, "office space of this type rents for a monthly fee of between \$8 and \$15 per square foot." The corporation charges the Committee \$15 per square foot "because it was a short term rental and included certain amenities (consistent with the corporation's general practice) such as the use of bathrooms." The response states that the total rent charged to the Committee was \$150 per month, or \$1,800 per year, for an office of 120 square feet.

¹⁰ The campaign and the corporation do have different telephone numbers.

¹¹ In the event the campaign paid for these items, the complaint further alleges, the result is a prohibited personal use of campaign resources by Dal LaMagna. See infra section II.D.

As for the Committee and the corporation sharing a common fax number, the response states that "[t]he campaign fax number was leased from [the corporation] by the campaign for its exclusive use." The response acknowledges that the number appeared on the corporation's web site but has since been removed, is devoted exclusively to the campaign, and continues to be paid for and used by the Committee. The response adds that the Committee rents a fax machine for \$10 a month and the telephone line for the fax for \$30 a month from TWEEZERMAN Corporation, figures calculated based on the cost of the fax machine (approximately \$300) and the monthly charge for the phone line (just under \$30). Finally, the Committee states that it pays the corporation at the end of each month for the rental of the equipment for the following month.

The Committee has disclosed several payments to the corporation for rental of office space: \$300 each on April 5 and April 30, 1996, and \$150 each on May 30, June 28, and July 31, 1996. Thereafter, the Committee disclosed combined "rental of office & computer equipment" payments, \$390 on August 30, 1996, and \$390 on September 30, 1996. Although the first two payments are double the Committee's calculated rent price, the overriding issue regarding the office space is that the Committee's calculations are off by a factor of 12. One hundred twenty square feet at a price of \$15 per square feet per month equals \$1,800 per month, not \$150 per month as per the Committee's calculation. Oddly, the response cites the example of another entity that rented space from TWEEZERMAN Corporation, a trucking firm that rented 465 square feet for \$1,200 per month, or \$2.58 per square foot, way below the \$8 to \$15 range cited by the Committee. Brief inquiries made by this Office regarding commercial real estate rental prices in Glen Cove, New York, site of the corporation, confirm the corporation's estimate that \$15 per square foot is a reasonable price. Thus, it appears that the corporation is charging below

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market rent to the Committee, perhaps as a result of a mathematical error. Regarding the shared fax number,¹² the Committee disclosed payments to the corporation of \$27.59 on April 3, 1996 and \$163.06 on June 30, 1996 for "telecommunication." These payments do not match the Committee's purported rental prices for the fax machine and fax phone line. Thus, questions are also raised regarding the Committee's rental payments for this equipment.

In light of the possible corporate contributions in the form of below market rental assessments for office space and equipment, this Office recommends that the Commission find reason to believe that TWEEZERMAN Corporation and Dal LaMagna for Congress and Frank Suttell, as treasurer, each violated 2 U.S.C. § 441b(a). Further, as noted above, in light of candidate Dal LaMagna's positions as president of the corporation and as candidate, this Office also recommends that the Commission find reason to believe that Dal LaMagna violated 2 U.S.C. § 441b(a).

4. Corporation trade show display

The complaint further alleges that the corporation operated a booth at an international beauty show in New York. The complaint quotes from a Cable News Network program that stated that the booth "looked more like a campaign headquarters."

The response acknowledges that one of the two sales booths that the corporation rented included a banner stating "Dal LaMagna/TWEEZERMAN for Congress." The response adds that this occurred at the beginning of the campaign "and has not and will not be used again," and

¹² This Office's August 7, 1996 visit to the corporation and Committee web sites showed that the two no longer shared a fax number. See Attachment 1, page 2, and Attachment 2, page 1.

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takes issue with the characterization of the booth as taking on the appearance of a "campaign headquarters."

The presence of the banner at the corporation's booth appears to constitute a corporate contribution, and so this Office recommends that the Commission find reason to believe that that TWEEZERMAN Corporation, Dal LaMagna for Congress and Frank Suttell, as treasurer, and Dal LaMagna each violated 2 U.S.C. § 441b(a).

D. Personal Use

The complaint alleges that the campaign's activity may have benefited the corporation and therefore Dal LaMagna personally, in violation of the prohibition on personal use of campaign funds. See 2 U.S.C. § 439a. Specifically, as an alternative to the above-described allegations of corporate contributions regarding the combined corporation-campaign magazine advertisements and the campaign's rental of office equipment and office space, the complaint alleges that in the event the campaign paid more than its fair share or more than a fair price, the result is a "prohibited personal (business) use of campaign resources by Mr. LaMagna." More generally, the complaint alleges that the campaign's use of the term "Tweezerman" benefits the corporation and therefore the candidate personally.

Dal LaMagna is president of TWEEZERMAN Corporation and owns 85% of its capital stock. Relatives of Mr. LaMagna serve as vice president and treasurer of the corporation. The Committee's response and disclosure reports indicate that the Committee paid part of the costs of the combined magazine ads, so it does not appear to have paid the corporation's share of the ads. Similarly, the Committee has paid the corporation for rental of office equipment and office

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space, but it does not appear that the Committee has overpaid the corporation.¹³ Rather, as set out above, this Office makes reason to believe recommendations regarding possible inadequate payments by the Committee to the corporation, thus constituting corporate contributions. See 2 U.S.C. § 441b(a).

As for the more general allegation that the campaign's use of the term "Tweezerman" impermissibly benefits the corporation and the candidate, although using a phrase like "TWEEZERMAN® for Congress" may benefit the corporation and the candidate personally, it is also undeniably campaign-related. Using campaign funds to pay for advertising stating "Tweezerman for Congress" is not an expense that would occur irrespective of Dal LaMagna's campaign. See 11 C.F.R. § 113.1(g). Thus, the campaign's identification of the candidate as "Tweezerman" does not appear to constitute impermissible personal use of campaign funds. Accordingly, this Office recommends that the Commission find no reason to believe that Dal LaMagna and Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 439a.

E. Reporting

Finally, the complaint alleges that the LaMagna for Congress Committee failed to disclose on its 1996 April Quarterly Report its advertising disbursements, either partial reimbursement to the corporation or full payment to the magazines, as well as its disbursements for rent. The complaint further alleges that the Committee failed to disclose the cost of 10,000

¹³ In Advisory Opinion 1994-8, the Commission ruled that excessive payments from a candidate committee to a corporation owned by the candidate would unduly augment the earnings of such an asset owned by the candidate. See also AOs 1995-8 and 1994-22.

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tweezers inscribed "Tweezerman for Congress" that Mr. LaMagna is passing out, as noted in a May 17, 1996 Wall Street Journal article included with the supplement to the complaint.

The Committee responded that it has properly disclosed its disbursements. Regarding the 10,000 tweezers, the response states that there were no expenditures disclosed for the tweezers on the 1996 April Quarterly Report because there were no bills due or paid during that period.¹⁴ The response adds that the cost of the number of tweezers delivered and paid during the second quarter will appear on the Committee's July Quarterly Report.

The complaint's allegations regarding reporting violations were based on the Committee's 1996 April Quarterly Report. The Committee's subsequently-filed July Quarterly and 12 Day Pre-Primary Reports disclose numerous disbursements during the period April 1 to August 21, 1996, covering advertising, rent, and the 10,000 tweezers. While there are questions whether the Committee's payments to TWEEZERMAN Corporation were adequate or timely, see above, this Office does not have information at this time indicating that the Committee failed to report disbursements. As for the 10,000 "Tweezerman for Congress" tweezers, the Committee's disclosure reports show payments to the corporation for "promotional beauty implements" on April 17, 1996 for \$254.20, April 30, 1996 for \$2380.62, May 3, 1996 for \$458.00, May 20, 1996 for \$458.00, \$2379.85 on July 31, 1996, \$25.80 on August 29, 1996, and \$9161.24 on October 4, 1996. This Office notes that the Wall Street Journal article on which the

¹⁴ This Office takes issue with the Committee's description of its reporting obligations. Under the Commission's regulations, contracts or agreements to make expenditures are considered debts that must be reported until repaid. 11 C.F.R. § 104.11(b). A debt exceeding \$500 must be reported in the report covering the date on which the debt was incurred. *Id.* For example, if the Committee contracted to buy more than \$500 in tweezers prior to April 1, 1996, it should have reported the obligation as a debt on its April Quarterly Report. See 11 C.F.R. § 104.11(b). Thus, the Committee's response that no bills were due or paid regarding the tweezers during the 1996 April Quarterly reporting period does not satisfy the issue of the timeliness of the reporting. However, this Office has no information that the Committee's reporting was untimely.

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allegation is based is dated May 17, 1996, a month after the Committee's first payment.

Therefore, because the Committee does not appear to have failed to report disbursements, this Office recommends that the Commission find no reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 434(b)(4)(A).¹⁵

III. DISCOVERY

Respondents have conceded some of the violations. To investigate the others, this Office will ask the Dal LaMagna for Congress Committee and TWEEZERMAN Corporation to explain the calculation used to determine the rental price for the office space and equipment. This Office will also ask the magazines, non-respondents in this matter, about their advertising prices and policies. This Office acknowledges that some of the violations occurred early in the campaign but nonetheless they are significant. The investigation will be limited with the intention of thereafter entering into pre-probable cause conciliation. In order to ensure timely and complete compliance with the discovery, this Office will send the discovery request under subpoena. Therefore, this Office recommends that the Commission approve the attached document subpoenas.

IV. RECOMMENDATIONS

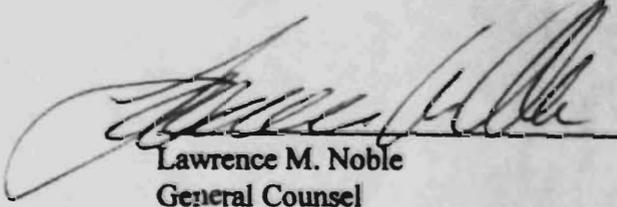
1. Find reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441d(a).
2. Find reason to believe that TWEEZERMAN Corporation violated 2 U.S.C. § 441b(a).
3. Find reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441b(a).

¹⁵ The Committee's response also asserts that the tweezers were contracted for by the Committee from TWEEZERMAN Corporation in the same manner as with any other "bulk account" customer and that the corporation charged the Committee the same mark-up as it would a similarly situated non-political customer. The complaint makes no specific allegation regarding the price of the tweezers, and this transaction does not appear to raise the same questions regarding possible corporate contributions as do some of the Committee-corporation transactions noted above. Thus, this Office makes no recommendations regarding the price of the tweezers.

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4. Find reason to believe that Dal LaMagna violated 2 U.S.C. § 441b(a).
5. Find reason to believe that TWEEZERMAN Corporation violated 2 U.S.C. § 441d(a).
6. Find no reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 439a.
7. Find no reason to believe that Dal LaMagna violated 2 U.S.C. § 439a.
8. Find no reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 434(b)(4)(A).
9. Approve the attached document subpoenas, Factual and Legal Analyses and the appropriate letters.

Date

12/23/96


Lawrence M. Noble
General Counsel

Attachments

1. Amended TWEEZERMAN Corporation web site (August 7, 1996)
2. Amended Dal LaMagna for Congress web sites (August 7, September 6, and November 4, 1996)
3. Document subpoenas to respondents
4. Sample document subpoena to magazine
5. Factual and Legal Analyses

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 4340
Dal LaMagna;)
Dal LaMagna for Congress and)
Frank Suttell, as treasurer;)
TWEEZERMAN Corporation)

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on January 7, 1997, do hereby certify that the Commission decided by a vote of 4-0 to take the following actions in MUR 4340:

1. Find reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441d(a).
2. Find reason to believe that TWEEZERMAN Corporation violated 2 U.S.C. § 441b(a).
3. Find reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441b(a).
4. Find reason to believe that Dal LaMagna violated 2 U.S.C. § 441b(a).
5. Find reason to believe that TWEEZERMAN Corporation violated 2 U.S.C. § 441d(a).

(continued)

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6. Find no reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 439a.
7. Find no reason to believe that Dal LaMagna violated 2 U.S.C. § 439a.
8. Find no reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 434(b)(4)(A).
9. Approve the document subpoenas, Factual and Legal Analyses and the appropriate letters as recommended in the General Counsel's December 23, 1996 report.

Commissioners Aikens, McDonald, McGarry, and Thomas voted affirmatively for the decision. Commissioner Elliott did not vote in this matter.

Attest:

1-8-97
Date


Marjorie W. Emmons
Secretary of the Commission

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FEDERAL ELECTION COMMISSION
Washington, DC 20463

January 17, 1997

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

B. Holly Schadler, Esq.
Perkins Coie
607 14th Street, N.W.
Suite 800
Washington, D.C. 20005-2011

RE: MUR 4340
Dal LaMagna for Congress and
Frank Suttell, as treasurer

Dear Ms. Schadler:

On April 19, 1996, Federal Election Commission notified Dal LaMagna for Congress ("Committee") and Frank Suttell, as treasurer, of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). On May 28, 1996, the Commission notified you of an amendment to the complaint. Copies of the complaint and amendment were provided to the Committee and you, respectively, on those dates.

Upon further review of the allegations contained in the complaint, and information supplied by you, the Commission, on January 7, 1997, found that there is reason to believe the Committee and Frank Suttell, as treasurer, violated 2 U.S.C. §§ 441b(a) and 441d(a), provisions of the Act. Also on that date, the Commission found no reason to believe that the Committee and Frank Suttell, as treasurer, violated 2 U.S.C. §§ 434(b)(4)(A) and 439a. The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Statements should be submitted under oath. All responses to the enclosed Order to Answer Questions and Subpoena to Produce Documents must be submitted to the General Counsel's Office within 30 days of your receipt of this letter. Any additional materials or statements you wish to submit should accompany the response to the order and subpoena. In the absence of additional information, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

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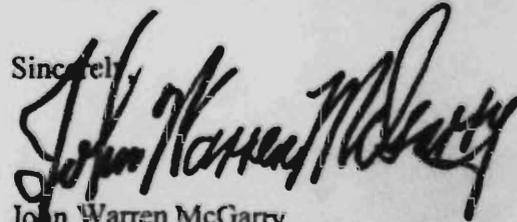
If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

If you have any questions, please contact Mark Allen, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,



John Warren McGarry
Chairman

Enclosures

Order and Subpoena

Factual and Legal Analysis

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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)
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MUR 4340

SUBPOENA TO PRODUCE DOCUMENTS
ORDER TO SUBMIT WRITTEN ANSWERS

TO: Dal LaMagna for Congress
Frank Suttell, Treasurer
c/o B. Holly Schadler, Esq.
Perkins Coie
607 Fourteenth Street, N.W.
Washington, D.C. 20005

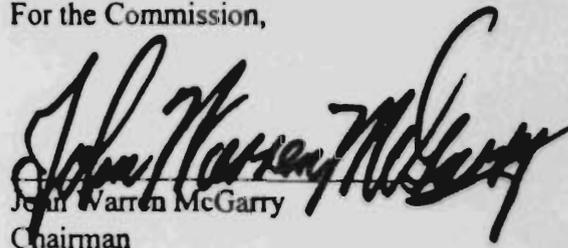
Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and subpoenas you to produce the documents requested on the attachment to this Subpoena. Legible copies which, where applicable, show both sides of the documents may be substituted for originals.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 30 days of receipt of this Order and Subpoena.

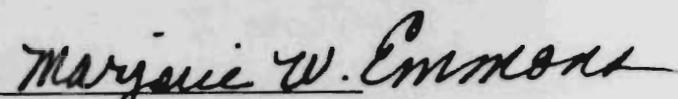
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WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his
hand in Washington, D.C. on this 17th day of January, 1997.

For the Commission,


John Warren McGarry
Chairman

ATTEST:


Marjorie W. Emmons
Secretary to the Commission

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INSTRUCTIONS

In answering these interrogatories and request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1996 to the present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

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DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Person" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and request for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

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DOCUMENT REQUESTS AND QUESTIONS

For each advertisement promoting both Dal LaMagna's 1996 congressional campaign and TWEEZERMAN Corporation,

1. Provide a copy (printed or audio/visual) of the advertisement;
2. Identify the specific location where the advertisement ran, such as the name and issue of magazine or newspaper or name of radio or television station;
3. Identify the person(s) who created the advertisement and the person(s) who made the distribution arrangements for the advertisements, and describe their role(s);
4. State how much Dal LaMagna for Congress ("the Committee") paid for the advertisement;
5. Provide an explanation of how the amount of such payment was calculated;
6. State when the Committee made the payment(s), identify the payee, and indicate where the payment(s) appear on the Committee's disclosure reports; and
7. If an agreement between the Committee and any other person(s) regarding the advertisement was reduced to writing, provide a copy.

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Suttell, as treasurer, violated 2 U.S.C. § 441d(a). Regarding the alleged corporate contribution, the campaign's use of the phrase "TWEEZERMAN for Congress" appears to constitute a corporate contribution. Although Dal LaMagna is personally known as "Tweezerman," it is also the name of the corporation and is a registered trademark,² and so the use of the name on behalf of the campaign constitutes something of value that the corporation is providing to the campaign. Further, TWEEZERMAN Corporation running an advertisement that includes a campaign ad, even where the Committee pays a share of the cost, appears on its face to be a corporate contribution, broadly defined in section 441b(b)(2) as "anything of value." Such advertising by the corporation necessarily promotes the candidate through association with a commercial product, thus giving the candidate something of value. There is also a question as to whether the campaign could have placed its small ads on the same prominent pages of the magazines without the large corporation ads.³ Other factors may affect the extent of the apparent corporate contribution. Although the Committee disclosed payments to the corporation for its share of the ads, significant questions remain regarding the placement of the ads and the timing of the payments. For example, the Commission questions whether the Committee's initial payment to the corporation for "co-operative advertising" on April 17, 1996 was timely payment for the April ads in *Allure*, *Glamour*, and *Self*. Therefore, there is reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441b(a).⁴

² Mr. LaMagna started the business in 1978 and incorporated TWEEZERMAN Corporation in 1983.

³ Five of the six ads shared pages with the listing of magazine officials near the front of the magazines.

⁴ In light of this finding that the advertisements may be impermissible, the issue of the appropriate allocation of the campaign's share of the ads is inapposite.

2. Internet Web Sites

The complaint also alleges that the TWEEZERMAN Corporation has a web site that impermissibly refers readers to a campaign web site where funds are solicited from the general public. The complaint includes copies of both the corporation and the campaign web sites from April 9, 1996. The corporation's web site includes the statement "Dal LaMagna, the founder and president of TWEEZERMAN® is running for the US Congress in New York. For more info visit <http://www.dal-lamagna.com/>." The campaign's web site is titled "TWEEZERMAN® FOR CONGRESS Vote for Dal LaMagna in District 3 on Long Island" and discusses the corporation and the candidate. The campaign site also solicits contributions by stating "Call 516-676-8097 Contribute Money to the campaign effort." The complaint asserts that the corporation web site reference to the campaign is an unlawful corporate contribution. See 2 U.S.C. § 441b(a).

The response states that the corporation and the Committee separately maintain and pay for their web sites. Regarding the corporation site's reference to the Committee site, the response states that

Web sites routinely refer users to additional Web sites. These links are free of charge and it is these references which make "surfing the net" possible and popular. It is in this entirely customary manner that the TWEEZERMAN site makes reference to the Committee's site. There is no financial benefit to the Committee from the corporation by having the two sites linked. The corporation did not finance or develop the Committee's site. The Committee paid the original registration fee and the Web site was designed by an individual who volunteered his time and also made an in-kind contribution for other related expenses which will be reported on the Committee's next report.

As for the Committee's web site referencing the corporation, the response states that the site is describing Dal LaMagna's accomplishments and his qualifications as a candidate. Prominent among those qualifications, the response continues, is Mr. LaMagna's experience as a successful

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entrepreneur at TWEEZERMAN. The response also notes that the corporation's web site no longer links the Committee's web site.

The Commission visited the corporation web site on August 7, 1996 and the campaign web site on August 7, September 6, and November 4, 1996. The corporation site no longer references the campaign site and the campaign site no longer refers to the candidate as "TWEEZERMAN."

The campaign web site expressly advocates the election of Dal LaMagna. The original version is titled "TWEEZERMAN® FOR CONGRESS Vote for Dal LaMagna in District 3 on Long Island" and solicited contributions. Later versions of the web site are titled "LaMagna for Congress." None of the versions of the campaign web site include a disclaimer. The Commission determined in Advisory Opinion 1995-9 that use of a World Wide Web site operated by a political committee should be viewed as a form of general political advertising and thus the disclaimer requirement applies. See 2 U.S.C. § 441d(a). Thus, in light of the failure of the campaign web site to include a disclaimer, there is reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441d(a).

It also appears that the corporation web site constituted a contribution to the campaign. Section 441b(b)(2) broadly defines "contribution" as "anything of value." While the Committee asserts that there is no financial benefit to the Committee, the reference in the corporation's site directing users to the campaign site does appear to constitute something of value: additional exposure to members of the general public, which is tantamount to advertising. Therefore, there is reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441b(a).

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FEDERAL ELECTION COMMISSION
FACTUAL AND LEGAL ANALYSIS

RESPONDENTS: Dal LaMagna for Congress and
Frank Suttell, as treasurer

MUR 4340

I. Generation of Matter

This matter was generated by a complaint filed on April 16, 1996 and a supplement filed May 20, 1996 by the National Republican Congressional Committee alleging that Dal LaMagna for Congress received corporate contributions from the candidate's company, TWEEZERMAN Corporation, and that the activities of the corporation and the Committee also constitute illegal personal use of campaign funds.

II. Factual and Legal Analysis

A. Law

The Federal Election Campaign Act of 1971, as amended ("the Act"), prohibits corporations from making expenditures and contributions in connection with federal elections. 2 U.S.C. § 441b(a). This section broadly defines "contribution" as "anything of value." 2 U.S.C. § 441b(b)(2). Section 441b(a) also prohibits officers and directors from consenting to the corporate contribution or expenditure. Further, this provision prohibits candidates and committees from knowingly accepting or receiving a corporate contribution or expenditure. In FEC v. Massachusetts Citizens for Life, Inc., the Supreme Court held that an expenditure must constitute express advocacy to be subject to the 441b(a) prohibition. 479 U.S. 238 (1986).

The Act requires that whenever any person makes an expenditure for the purpose of financing communications expressly advocating the election or defeat of a clearly identified

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candidate, or solicits any contribution through media such as magazines or any other type of general public political advertising, such communication, if paid for and authorized by a candidate or authorized political committee of a candidate, shall clearly state that the communication has been paid for by such authorized political committee. 2 U.S.C. § 441d(a). The Act also requires committees to disclose expenditures made to meet candidate or committee operating expenses. 2 U.S.C. § 434(b)(4)(A). The Act defines "expenditure" to include "a written contract, promise, or agreement to make an expenditure." 2 U.S.C. § 431(9)(A)(ii). The Commission's regulations further provide that such a contract or agreement is an expenditure as of the date of such contract or agreement. 11 C.F.R. § 100.8(a)(2). Further, such contracts or agreements are considered debts that must be reported until repaid. 11 C.F.R. § 104.11(b). A debt of \$500 or less is reportable once it has been outstanding 60 days from the date incurred (the date of the transaction, not the date the bill is received). *Id.* A debt exceeding \$500 must be reported in the report covering the date on which the debt was incurred. *Id.* Excluded from this requirement are regularly recurring administrative expenses like rent and salaries. *Id.*

The Act also provides that amounts received by a candidate as contributions that are in excess of any amount necessary to defray his or her expenditures may be used by such candidate to defray any ordinary and necessary expenses incurred in connection with his or her duties as a holder of federal office or any other lawful purpose except that no such amounts may be converted by any person to any personal use. 2 U.S.C. § 439a. The Commission's regulations define "personal use" as "any use of funds in a campaign account of a present or former candidate to fulfill a commitment, obligation or expense of any person that would exist irrespective of the candidate's campaign or duties as a Federal office holder." 11 C.F.R.

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§ 113.1(g). The regulations expressly permit campaign committees to rent part of an office building owned by a candidate so long as the committee pays the fair market value. 11 C.F.R. § 113.1(g)(1)(i)(E); Explanation and Justification, 60 Fed. Reg. 7862, 7865 (Feb. 9, 1995). If the committee pays more than fair market value, such excess constitutes impermissible personal use of campaign funds, as the earnings of an asset owned by the candidate are unduly augmented. See 2 U.S.C. § 439a. On the other hand, if the committee pays the candidate less than fair market value, the difference constitutes a contribution on the part of the candidate. Where the owner of the office building is a corporation owned by the candidate, the difference constitutes an impermissible corporate contribution. See 2 U.S.C. § 441b(a); Advisory Opinions 1995-8, 1994-22, and 1994-8.

Finally, the Commission's regulations provide for the allocation of candidate and committee activities such as advertising. 11 C.F.R. part 106. The regulations require that expenditures made on behalf of more than one clearly identified federal candidate shall be attributed to each such candidate according to the benefit reasonably expected to be derived, such as by the proportion of space devoted to each candidate. 11 C.F.R. § 106.1(a)(1). The regulations do not contemplate allocation between a corporation and a political committee for joint advertising.

B. Complaint and Response

The complaint identifies Dal LaMagna as a businessman who founded and is president of the TWEEZERMAN Corporation ("corporation") and is personally known as "TWEEZERMAN," which is a registered trademark. The complaint states that the corporation's "flagship product (the \$50 TWEEZERMAN® tweezer) is widely recognized," and that the

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corporation advertises its products in national fashion magazines such as Allure, Glamour, and Self, participates in beauty shows to publicize its wares, and maintains an Internet web page.

The complaint alleges that TWEEZERMAN Corporation unlawfully used, and Dal LaMagna for Congress ("Committee" or "campaign") improperly accepted, corporate funds and resources to pay for campaign advertising that expressly advocated the election of Mr. LaMagna. See 2 U.S.C. § 441b(a). The complaint also alleges that the corporation made contributions to the Committee in the form of an Internet web site reference, office space and equipment, and a trade show display. Further, the complaint alleges that the campaign's activity may have benefited the corporation and therefore Dal LaMagna personally, in violation of the prohibition on personal use of campaign funds. See 2 U.S.C. § 439a. Finally, the complaint alleges that the Committee failed to disclose disbursements for activity such as advertising, rent, and the cost of 10,000 tweezers inscribed "Tweezerman for Congress." See 2 U.S.C. § 434(b)(4)(A).

The Committee responded that corporate funds have not been used to support the campaign. Rather, the response states that "the Committee has paid full fair market value for the goods or services it has leased or obtained from TWEEZERMAN Corporation," and that the Committee has made substantial payments to the corporation: as of May 1, 1996, almost \$20,000 for goods and services. The Committee also states that at no time has Dal LaMagna converted campaign funds to personal use, and that the Committee has properly disclosed its disbursements. Finally, "[i]n light of the substantial efforts the Committee and corporation have made to keep their activities separate and in compliance with the Act, the Committee requests that the complaint "be dismissed with no further action." This Factual and Legal Analysis considers the complaint's specific allegations in turn.

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C. Corporate Contributions

1. Magazine Advertisements

The complaint alleges that after Mr. LaMagna filed a statement of candidacy, the TWEEZERMEN Corporation took out advertisements in Allure, Glamour, and Self magazines that expressly advocate the election of Dal LaMagna to Congress. The complaint includes copies of four such ads, and the supplement to the complaint includes two more. Each of the ads occupies one-third of a page; the political portion takes up the bottom one-half inch. In the April 1996 issue of Self magazine, an advertisement for the corporation includes the statement "TWEEZERMEN FOR CONGRESS '96 Vote for Dal LaMagna in the Third District on Long Island." This ad does not include a disclaimer. The advertisement for the corporation in the April 1996 Allure magazine contains the statement "TWEEZERMEN FOR CONGRESS IN '96 Vote for Dal LaMagna in the Third District on Long Island" and also includes the disclaimer "Paid for by Dal LaMagna for Congress." The other four ads, in the April, May, and June 1996 Glamour and May 1996 Allure, each contain nearly identical statements and disclaimers.

The complaint concludes that the corporation paid for the advertising in Allure, Glamour, and Self magazines in violation of section 441b(a), and that the Self ad lacked a disclaimer in violation of section 441d(a). The complaint further alleges that even if the campaign shared the advertisement costs with the corporation and paid its pro rata share, the ads still constituted illegal activity because "[t]he campaign alone could not have purchased the magazine locations in which it advertised without 'piggybacking' on the corporation's buy." Finally, the complaint asserts that such "piggybacking" amounts to improper corporate subsidization of campaign activity, "as does the merging of corporate names and resources with those from the campaign

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(i.e., "TWEEZERMAN® for Congress" is improper, as would be "MICRO-SOFT for Congress" in the event Bill Gates ran)."

The Committee's response states that the cost of the magazine advertisements were properly allocated between the corporation and the Committee. The Committee states that it made payments for the ads after the April 1, 1996 close of books for the 1996 April Quarterly Report and that the "ads were paid for in the month in which they ran consistent with trade practice."¹ The response also states that the Allure and Glamour ads carried proper disclaimers and acknowledges that the Self ad omitted the disclaimer. The response notes that the Committee's advertising no longer appears with the corporation's advertisements.

Regarding the allegation that using the phrase "TWEEZERMAN for Congress" amounts to an improper corporate subsidization of campaign activity, the response takes issue with the "MICRO-SOFT for Congress" analogy. The response distinguishes Dal LaMagna from Bill Gates by asserting that "most everyone calls Dal LaMagna 'TWEEZERMAN'" and that people have been using that name for him "since before he founded the company and listed the trademark." By contrast, the response continues, "no one calls Bill Gates 'MICROSOFT.'" The response adds that "[t]o say that [Dal LaMagna] cannot refer to himself by his 'nickname,' by which he has been long known, is unsupported in the federal campaign laws."

In light of the clear express advocacy without a disclaimer in the April 1996 Self advertisement, "TWEEZERMAN FOR CONGRESS '96 Vote for Dal LaMagna in the Third District on Long Island," there is reason to believe that Dal LaMagna for Congress and Frank

¹ The Committee's disclosure reports show four payments to TWEEZERMAN Corporation for "co-operative advertising": \$1,560.32 on April 17, 1996; \$2,093.46 on April 30, 1996; \$925.31 on May 31, 1996; and \$89.85 on June 28, 1996, for a total of \$4668.94.

3. Office Space and Equipment

The complaint also states that the corporation and Committee web sites show the same fax number and the campaign address is the same as the corporation address listed in a local business telephone directory.⁵ The complaint concludes that in light of the common fax number and business address, the corporation made an impermissible in-kind contribution to the campaign by paying for the fax and the office space.

At the time of the complaint and supplement, the Committee had filed only its 1996 April Quarterly Report, which did not disclose payments for office space and equipment. The Committee's response states such expenses would be disclosed in the July Quarterly Report. The Committee states that it has paid fair market value for rental of office space and equipment from the corporation and thus has not violated the prohibition on corporate contributions. Further, the response states that the campaign rents an office in the corporation's building and that the corporation "has in the ordinary course of business rented space in its building to numerous outside entities." "Based on the corporation's survey," the response continues, "office space of this type rents for a monthly fee of between \$8 and \$15 per square foot." The corporation charges the Committee \$15 per square foot "because it was a short term rental and included certain amenities (consistent with the corporation's general practice) such as the use of bathrooms." The response states that the total rent charged to the Committee was \$150 per month, or \$1,800 per year, for an office of 120 square feet.

As for the Committee and the corporation sharing a common fax number, the response states that "[t]he campaign fax number was leased from [the corporation] by the campaign for its

⁵ The campaign and the corporation do have different telephone numbers.

exclusive use." The response acknowledges that the number appeared on the corporation's web site but has since been removed, is devoted exclusively to the campaign, and continues to be paid for and used by the Committee. The response adds that the Committee rents a fax machine for \$10 a month and the telephone line for the fax for \$30 a month from TWEEZERMAN Corporation, figures calculated based on the cost of the fax machine (approximately \$300) and the monthly charge for the phone line (just under \$30). Finally, the Committee states that it pays the corporation at the end of each month for the rental of the equipment for the following month.

The Committee has disclosed several payments to the corporation for rental of office space: \$300 each on April 5 and April 30, 1996, and \$150 each on May 30, June 28, and July 31, 1996. Thereafter, the Committee disclosed combined "rental of office & computer equipment" payments, \$390 on August 30, 1996, and \$390 on September 30, 1996. Although the first two payments are double the Committee's calculated rent price, the overriding issue regarding the office space is that the Committee's calculations are off by a factor of 12. One hundred twenty square feet at a price of \$15 per square feet per month equals \$1,800 per month, not \$150 per month as per the Committee's calculation. Oddly, the response cites the example of another entity that rented space from TWEEZERMAN Corporation, a trucking firm that rented 465 square feet for \$1,200 per month, or \$2.58 per square foot, way below the \$8 to \$15 range cited by the Committee. Brief inquiries made by the Commission regarding commercial real estate rental prices in Glen Cove, New York, site of the corporation, confirm the corporation's estimate that \$15 per square foot is a reasonable price. Thus, it appears that the corporation is charging below market rent to the Committee, perhaps as a result of a mathematical error. Regarding the shared fax number, the Committee disclosed payments to the corporation of \$27.59 on April 3,

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1996 and \$163.06 on June 30, 1996 for "telecommunication." These payments do not match the Committee's purported rental prices for the fax machine and fax phone line. Thus, questions are also raised regarding the Committee's rental payments for this equipment.

In light of the possible corporate contributions in the form of below market rental assessments for office space and equipment, there is reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441b(a).

4. Corporation trade show display

The complaint further alleges that the corporation operated a booth at an international beauty show in New York. The complaint quotes from a Cable News Network program that stated that the booth "looked more like a campaign headquarters."

The response acknowledges that one of the two sales booths that the corporation rented included a banner stating "Dal LaMagna/TWEEZERMAN for Congress." The response adds that this occurred at the beginning of the campaign "and has not and will not be used again," and takes issue with the characterization of the booth as taking on the appearance of a "campaign headquarters."

The presence of the banner at the corporation's booth appears to constitute a corporate contribution. Therefore, there is reason to believe that that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441b(a).

D. Personal Use

The complaint alleges that the campaign's activity may have benefited the corporation and therefore Dal LaMagna personally, in violation of the prohibition on personal use of campaign funds. See 2 U.S.C. § 439a. Specifically, as an alternative to the above-described

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allegations of corporate contributions regarding the combined corporation-campaign magazine advertisements and the campaign's rental of office equipment and office space, the complaint alleges that in the event the campaign paid more than its fair share or more than a fair price, the result is a "prohibited personal (business) use of campaign resources by Mr. LaMagna." More generally, the complaint alleges that the campaign's use of the term "Tweezerman" benefits the corporation and therefore the candidate personally.

Dal LaMagna is president of TWEEZERMAN Corporation and owns 85% of its capital stock. Relatives of Mr. LaMagna serve as vice president and treasurer of the corporation. The Committee's response and disclosure reports indicate that the Committee paid part of the costs of the combined magazine ads, so it does not appear to have paid the corporation's share of the ads. Similarly, the Committee has paid the corporation for rental of office equipment and office space, but it does not appear that the Committee has overpaid the corporation.⁶ Rather, as set out above, the Commission makes reason to believe findings regarding possible inadequate payments by the Committee to the corporation, thus constituting corporate contributions. See 2 U.S.C. § 441b(a).

As for the more general allegation that the campaign's use of the term "Tweezerman" impermissibly benefits the corporation and the candidate, although using a phrase like "TWEEZERMAN® for Congress" may benefit the corporation and the candidate personally, it is also undeniably campaign-related. Using campaign funds to pay for advertising stating "Tweezerman for Congress" is not an expense that would occur irrespective of Dal LaMagna's

⁶ In Advisory Opinion 1994-8, the Commission ruled that excessive payments from a candidate committee to a corporation owned by the candidate would unduly augment the earnings of such an asset owned by the candidate. See also AOs 1995-3 and 1994-22.

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campaign. See 11 C.F.R. § 113.1(g). Thus, the campaign's identification of the candidate as "Tweezerman" does not appear to constitute impermissible personal use of campaign funds. Therefore, there is no reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 439a.

E. Reporting

Finally, the complaint alleges that the LaMagna for Congress Committee failed to disclose on its 1996 April Quarterly Report its advertising disbursements, either partial reimbursement to the corporation or full payment to the magazines, as well as its disbursements for rent. The complaint further alleges that the Committee failed to disclose the cost of 10,000 tweezers inscribed "Tweezerman for Congress" that Mr. LaMagna is passing out, as noted in a May 17, 1996 Wall Street Journal article included with the supplement to the complaint.

The Committee responded that it has properly disclosed its disbursements. Regarding the 10,000 tweezers, the response states that there were no expenditures disclosed for the tweezers on the 1996 April Quarterly Report because there were no bills due or paid during that period.⁷ The response adds that the cost of the number of tweezers delivered and paid during the second quarter will appear on the Committee's July Quarterly Report.

The complaint's allegations regarding reporting violations were based on the Committee's 1996 April Quarterly Report. The Committee's subsequently-filed July Quarterly

⁷ The Commission takes issue with the Committee's description of its reporting obligations. Under the Commission's regulations, contracts or agreements to make expenditures are considered debts that must be reported until repaid. 11 C.F.R. § 104.11(b). A debt exceeding \$500 must be reported in the report covering the date on which the debt was incurred. *Id.* For example, if the Committee contracted to buy more than \$500 in tweezers prior to April 1, 1996, it should have reported the obligation as a debt on its April Quarterly Report. See 11 C.F.R. § 104.11(b). Thus, the Committee's response that no bills were due or paid regarding the tweezers during the 1996 April Quarterly reporting period does not satisfy the issue of the timeliness of the reporting. However, the Commission has no information that the Committee's reporting was untimely.

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and 12 Day Pre-Primary Reports disclose numerous disbursements during the period April 1 to August 21, 1996, covering advertising, rent, and the 10,000 tweezers. While there are questions whether the Committee's payments to TWEEZERMAN Corporation were adequate or timely, see above, there is no information at this time indicating that the Committee failed to report disbursements. As for the 10,000 "Tweezerman for Congress" tweezers, the Committee's disclosure reports show payments to the corporation for "promotional beauty implements" on April 17, 1996 for \$254.20, April 30, 1996 for \$2380.62, May 3, 1996 for \$458.00, May 20, 1996 for \$458.00, \$2379.85 on July 31, 1996, \$25.80 on August 29, 1996, and \$9161.24 on October 4, 1996. The Commission notes that the Wall Street Journal article on which the allegation is based is dated May 17, 1996, a month after the Committee's first payment. Therefore, because the Committee does not appear to have failed to report disbursements, there is no reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 434(b)(4)(A).

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FEDERAL ELECTION COMMISSION
Washington, DC 20463

January 17, 1997

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Dal LaMagna, President
TWEEZERMAN Corporation
55 Sea Cliff Avenue
Glen Cove, NY 11542-3695

RE: MUR 4340
TWEEZERMAN Corporation
Dal LaMagna

Dear Mr. LaMagna:

On April 19, 1996, and May 28, 1996, the Federal Election Commission notified TWEEZERMAN Corporation and you of a complaint and an amendment thereto, alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). Copies of the complaint and amendment were provided to you on those dates.

Upon further review of the allegations contained in the complaint, the Commission, on January 7, 1997, found that there is reason to believe TWEEZERMAN Corporation violated 2 U.S.C. §§ 441b(a) and 441d(a), and that you violated 2 U.S.C. § 441b(a), provisions of the Act. Also on that date, the Commission found that there is no reason to believe that you violated 2 U.S.C. § 439a. The Factual and Legal Analyses, which formed a basis for the Commission's findings, are attached for your information.

You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Statements should be submitted under oath. All responses to the enclosed Order to Answer Questions and Subpoena to Produce Documents must be submitted to the General Counsel's Office within 30 days of your receipt of this letter. Any additional materials or statements you wish to submit should accompany the response to the order and subpoena. In the absence of additional information, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

You may consult with an attorney and have an attorney assist you in the preparation of your responses to this order and subpoena. If you intend to be represented by counsel, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notification or other communications from the Commission.

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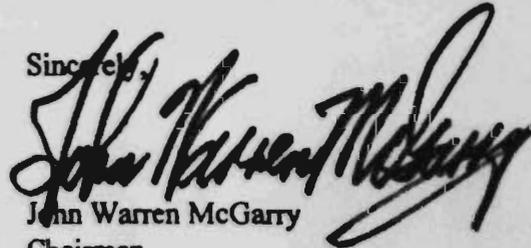
If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

If you have any questions, please contact Mark Allen, the attorney assigned to this matter, at (202) 219-3400.

Sincerely,



John Warren McGarry
Chairman

Enclosures

- Order and Subpoena
- Designation of Counsel Form
- Factual and Legal Analyses

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 4340

SUBPOENA TO PRODUCE DOCUMENTS
ORDER TO SUBMIT WRITTEN ANSWERS

TO: TWEEZERMEN Corporation
Del LaMagna, President
55 Sea Cliff Avenue
Glen Cove, NY 11542

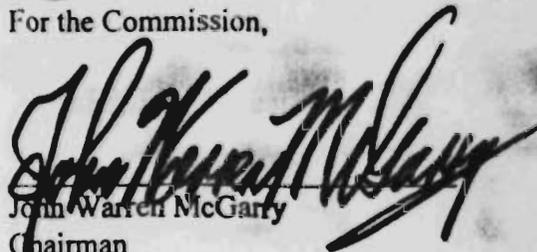
Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and subpoenas you to produce the documents requested on the attachment to this Subpoena. Legible copies which, where applicable, show both sides of the documents may be substituted for originals.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 30 days of receipt of this Order and Subpoena.

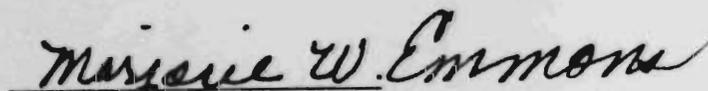
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WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his
hand in Washington, D.C. on this 17th day of January, 1997.

For the Commission,


John Warren McGarty
Chairman

ATTEST:


Marjorie W. Emmons
Secretary to the Commission

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INSTRUCTIONS

In answering these interrogatories and request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1996 to the present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

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DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Person" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and request for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

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DOCUMENT REQUESTS AND QUESTIONS

1. Identify all persons who own 1% or more of each class of stock in TWEEZERMAN Corporation, and state the percentage of ownership of each such person.
2. Identify the officers and directors of TWEEZERMAN Corporation.
3. For each advertisement promoting both TWEEZERMAN Corporation and Dal LaMagna's 1996 congressional campaign,
 - a. Provide a copy (printed or audio/visual) of the advertisement;
 - b. Identify the specific location where the advertisement ran, such as the name and issue of magazine or newspaper or name of radio or television station;
 - c. Identify the person(s) who created the advertisement and the person(s) who made the distribution arrangements for the advertisements, and describe their role(s);
 - d. State how much TWEEZERMAN Corporation paid for the advertisement;
 - e. Provide an explanation of how the amount of such payment was calculated;
 - f. State when TWEEZERMAN Corporation made the payment(s) and identify the payee;
and
 - g. Provide a copy of each agreement between TWEEZERMAN Corporation and any other person(s) regarding the advertisement.
4. For each advertisement listed in response to question 3, state whether any person paid to TWEEZERMAN Corporation part of or all of the cost, and if so,
 - a. Identify the person;
 - b. State how much the person paid TWEEZERMAN Corporation;
 - c. Provide an explanation of how the amount of such payment was calculated; and
 - d. State when the person made the payment(s) to TWEEZERMAN Corporation.

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5. Describe the office space and equipment such as facsimile machine, telephone, telephone line, and photocopier, that TWEEZERMAN Corporation rented to Dal LaMagna for Congress or Dal LaMagna or any other person in connection with Dal LaMagna's 1996 congressional campaign.

6. For the office space and for each item of equipment identified in response to question 5,

a. Identify the person renting from TWEEZERMAN Corporation ("the renter");

b. State the rental price per month or other periodic basis;

c. State the period of time it was so rented;

d. Provide an explanation of how the rental price was determined;

e. State whether the TWEEZERMAN Corporation billed or invoiced the renter, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);

f. State the amount and date of each payment the renter paid TWEEZERMAN Corporation; and

g. Provide a copy of each agreement between TWEEZERMAN Corporation and the renter.

7. Describe any and all equipment such as facsimile machine, telephone, telephone line, and photocopier, that TWEEZERMAN Corporation sold to Dal LaMagna for Congress or Dal LaMagna or any other person in connection with Dal LaMagna's 1996 congressional campaign.

8. For each item of equipment identified in response to question 7,

a. Identify the person purchasing from TWEEZERMAN Corporation ("the purchaser");

b. State the purchase price;

c. State the date of purchase;

d. Provide an explanation of how the purchase price was determined;

e. State whether the TWEEZERMAN Corporation billed or invoiced the purchaser, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);

f. State the amount and date of each payment the purchaser paid TWEEZERMAN Corporation; and

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g. Provide a copy of each agreement between TWEEZERMEN Corporation and the purchaser.

9. For each other person to whom TWEEZERMEN Corporation has rented office space and/or equipment such as facsimile machine, telephone, telephone line, and photocopier, since January 1, 1993,

a. Identify the person renting from TWEEZERMEN Corporation;

b. State the rental price per month or other periodic basis;

c. State the period of time it was so rented;

d. Provide an explanation of how the rental price was determined;

e. State whether the TWEEZERMEN Corporation billed or invoiced the renter, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);

f. State the amount and date of each payment the renter paid TWEEZERMEN Corporation; and

g. Provide a copy of each agreement between TWEEZERMEN Corporation and the renter.

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FEDERAL ELECTION COMMISSION
FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Dal LaMagna

MUR 4340

I. Generation of Matter

This matter was generated by a complaint filed on April 16, 1996 and a supplement filed May 20, 1996 by the National Republican Congressional Committee alleging that Dal LaMagna's company, TWEEZERMANN Corporation, made corporate contributions to his committee, Dal LaMagna for Congress, and that the activities of the corporation and the Committee also constitute illegal personal use of campaign funds.

II. Factual and Legal Analysis

A. Law

The Federal Election Campaign Act of 1971, as amended ("the Act"), prohibits corporations from making expenditures and contributions in connection with federal elections. 2 U.S.C. § 441b(a). This section broadly defines "contribution" as "anything of value." 2 U.S.C. § 441b(b)(2). Section 441b(a) also prohibits officers and directors from consenting to the corporate contribution or expenditure. Further, this provision prohibits candidates and committees from knowingly accepting or receiving a corporate contribution or expenditure. In FEC v. Massachusetts Citizens for Life, Inc., the Supreme Court held that an expenditure must constitute express advocacy to be subject to the 441b(a) prohibition. 479 U.S. 238 (1986).

The Act requires that whenever any person makes an expenditure for the purpose of financing communications expressly advocating the election or defeat of a clearly identified candidate, or solicits any contribution through media such as magazines or any other type of

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general public political advertising, such communication, if paid for and authorized by a candidate or authorized political committee of a candidate, shall clearly state that the communication has been paid for by such authorized political committee. 2 U.S.C. § 441d(a).

The Act also provides that amounts received by a candidate as contributions that are in excess of any amount necessary to defray his or her expenditures may be used by such candidate to defray any ordinary and necessary expenses incurred in connection with his or her duties as a holder of federal office or any other lawful purpose except that no such amounts may be converted by any person to any personal use. 2 U.S.C. § 439a. The Commission's regulations define "personal use" as "any use of funds in a campaign account of a present or former candidate to fulfill a commitment, obligation or expense of any person that would exist irrespective of the candidate's campaign or duties as a Federal office holder." 11 C.F.R. § 113.1(g). The regulations expressly permit campaign committees to rent part of an office building owned by a candidate so long as the committee pays the fair market value. 11 C.F.R. § 113.1(g)(1)(i)(E); Explanation and Justification, 60 Fed. Reg. 7862, 7865 (Feb. 9, 1995). If the committee pays more than fair market value, such excess constitutes impermissible personal use of campaign funds, as the earnings of an asset owned by the candidate are unduly augmented. See 2 U.S.C. § 439a. On the other hand, if the committee pays the candidate less than fair market value, the difference constitutes a contribution on the part of the candidate. Where the owner of the office building is a corporation owned by the candidate, the difference constitutes an impermissible corporate contribution. See 2 U.S.C. § 441b(a); Advisory Opinions 1995-8, 1994-22, and 1994-8.

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Finally, the Commission's regulations provide for the allocation of candidate and committee activities such as advertising. 11 C.F.R. part 106. The regulations require that expenditures made on behalf of more than one clearly identified federal candidate shall be attributed to each such candidate according to the benefit reasonably expected to be derived, such as by the proportion of space devoted to each candidate. 11 C.F.R. § 106.1(a)(1). The regulations do not contemplate allocation between a corporation and a political committee for joint advertising.

B. Complaint

The complaint identifies Dal LaMagna as a businessman who founded and is president of the TWEEZERMAN Corporation ("corporation") and is personally known as "TWEEZERMAN," which is a registered trademark. The complaint states that the corporation's "flagship product (the \$50 TWEEZERMAN® tweezer) is widely recognized," and that the corporation advertises its products in national fashion magazines such as *Allure*, *Glamour*, and *Self*, participates in beauty shows to publicize its wares, and maintains an Internet web page.

The complaint alleges that TWEEZERMAN Corporation unlawfully used, and Dal LaMagna for Congress ("Committee" or "campaign") improperly accepted, corporate funds and resources to pay for campaign advertising that expressly advocated the election of Mr. LaMagna. See 2 U.S.C. § 441b(a). The complaint also alleges that the corporation made contributions to the Committee in the form of an Internet web site reference, office space and equipment, and a trade show display. Further, the complaint alleges that the campaign's activity may have benefited the corporation and therefore Dal LaMagna personally, in violation of the prohibition on personal use of campaign funds. See 2 U.S.C. § 439a.

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C. Corporate Contributions

1. Magazine Advertisements

The complaint alleges that after Mr. LaMagna filed a statement of candidacy, the TWEEZERMAN Corporation took out advertisements in Allure, Glamour, and Self magazines that expressly advocate the election of Dal LaMagna to Congress. The complaint includes copies of four such ads, and the supplement to the complaint includes two more. Each of the ads occupies one-third of a page; the political portion takes up the bottom one-half inch. In the April 1996 issue of Self magazine, an advertisement for the corporation includes the statement "TWEEZERMAN FOR CONGRESS '96 Vote for Dal LaMagna in the Third District on Long Island." This ad does not include a disclaimer. The advertisement for the corporation in the April 1996 Allure magazine contains the statement "TWEEZERMAN FOR CONGRESS IN '96 Vote for Dal LaMagna in the Third District on Long Island" and also includes the disclaimer "Paid for by Dal LaMagna for Congress." The other four ads, in the April, May, and June 1996 Glamour and May 1996 Allure, each contain nearly identical statements and disclaimers.

The complaint concludes that the corporation paid for the advertising in Allure, Glamour, and Self magazines in violation of section 441b(a), and that the Self ad lacked a disclaimer in violation of section 441d(a). The complaint further alleges that even if the campaign shared the advertisement costs with the corporation and paid its pro rata share, the ads still constituted illegal activity because "[t]he campaign alone could not have purchased the magazine locations in which it advertised without 'piggybacking' on the corporation's buy." Finally, the complaint asserts that such "piggybacking" amounts to improper corporate subsidization of campaign activity, "as does the merging of corporate names and resources with those from the campaign

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(i.e., "TWEEZERMAN® for Congress" is improper, as would be "MICRO-SOFT for Congress" in the event Bill Gates ran)."

The campaign's use of the phrase "TWEEZERMAN for Congress" appears to constitute a corporate contribution. Although Dal LaMagna is personally known as "Tweezerman," it is also the name of the corporation and is a registered trademark,¹ and so the use of the name on behalf of the campaign constitutes something of value that the corporation is providing to the campaign. Further, TWEEZERMAN Corporation running an advertisement that includes a campaign ad, even where the Committee pays a share of the cost, appears on its face to be a corporate contribution, broadly defined in section 441b(b)(2) as "anything of value." Such advertising by the corporation necessarily promotes the candidate through association with a commercial product, thus giving the candidate something of value. There is also a question as to whether the campaign could have placed its small ads on the same prominent pages of the magazines without the large corporation ads.² Other factors may affect the extent of the apparent corporate contribution. Although the Committee disclosed payments to the corporation for its share of the ads,³ significant questions remain regarding the placement of the ads and the timing of the payments. For example, the Commission questions whether the Committee's initial payment to the corporation for "co-operative advertising" on April 17, 1996 was timely payment for the April ads in Allure, Glamour, and Self. Dal LaMagna is president of the

¹ Mr. LaMagna started the business in 1978 and incorporated TWEEZERMAN Corporation in 1983.

² Five of the six ads shared pages with the listing of magazine officials near the front of the magazines.

³ The Committee's disclosure reports show four payments to TWEEZERMAN Corporation for "co-operative advertising": \$1,560.32 on April 17, 1996; \$2,093.46 on April 30, 1996; \$925.31 on May 31, 1996; and \$89.85 on June 28, 1996, for a total of \$4668.94.

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corporation and presumably consented to the making of this contribution. As the candidate, Mr. LaMagna presumably also knowingly accepted the contribution. Therefore, there is reason to believe that Dal LaMagna violated 2 U.S.C. § 441b(a).

2. Internet Web Sites

The complaint also alleges that the TWEEZERMAN Corporation has a web site that impermissibly refers readers to a campaign web site where funds are solicited from the general public. The complaint includes copies of both the corporation and the campaign web sites from April 9, 1996. The corporation's web site includes the statement "Dal LaMagna, the founder and president of TWEEZERMAN® is running for the US Congress in New York. For more info visit <http://www.dal-lamagna.com/>." The campaign's web site is titled "TWEEZERMAN® FOR CONGRESS Vote for Dal LaMagna in District 3 on Long Island" and discusses the corporation and the candidate. The campaign site also solicits contributions by stating "Call 516-676-8097 Contribute Money to the campaign effort." The complaint asserts that the corporation web site reference to the campaign is an unlawful corporate contribution. See 2 U.S.C. § 441b(a).

The Commission visited the corporation web site on August 7, 1996 and the campaign web site on August 7, September 6, and November 4, 1996. The corporation site no longer references the campaign site and the campaign site no longer refers to the candidate as "TWEEZERMAN."

The campaign web site expressly advocates the election of Dal LaMagna. The original version is titled "TWEEZERMAN® FOR CONGRESS Vote for Dal LaMagna in District 3 on Long Island" and solicited contributions. Later versions of the web site are titled "LaMagna for Congress." None of the versions of the campaign web site include a disclaimer. The

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Commission determined in Advisory Opinion 1995-9 that use of a World Wide Web site operated by a political committee should be viewed as a form of general political advertising and thus the disclaimer requirement applies. See 2 U.S.C. § 441d(a). It also appears that the corporation web site constituted a contribution to the campaign. Section 441b(b)(2) broadly defines "contribution" as "anything of value." The reference in the corporation's site directing users to the campaign site appears to constitute something of value: additional exposure to members of the general public, which is tantamount to advertising. Dal LaMagna is president of the corporation and presumably consented to the making of this contribution. As the candidate, Mr. LaMagna presumably also knowingly accepted the contribution. Therefore, there is reason to believe that Dal LaMagna violated 2 U.S.C. § 441b(a).

3. Office Space and Equipment

The complaint also states that the corporation and Committee web sites show the same fax number and the campaign address is the same as the corporation address listed in a local business telephone directory.⁴ The complaint concludes that in light of the common fax number and business address, the corporation made an impermissible in-kind contribution to the campaign by paying for the fax and the office space.

At the time of the complaint and supplement, the Committee had filed only its 1996 April Quarterly Report, which did not disclose payments for office space and equipment. Information in the Commission's possession indicates that the corporation rented 120 square feet of office space to Dal LaMagna for Congress at a monthly rate of \$15 per square foot. Brief inquiries made by the Commission regarding commercial real estate rental prices in Glen Cove, New

⁴ The campaign and the corporation do have different telephone numbers.

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York, site of the corporation, confirm the corporation's estimate that \$15 per square foot is a reasonable price. Additional information in this Office's possession indicates that the Committee rents a fax machine for \$10 a month and the telephone line for the fax for \$30 a month from TWEEZERMEN Corporation, figures calculated based on the cost of the fax machine and the monthly charge for the phone line.

The Committee has disclosed several payments to the corporation for rental of office space: \$300 each on April 5 and April 30, 1996, and \$150 each on May 30, June 28, and July 31, 1996. Thereafter, the Committee disclosed combined "rental of office & computer equipment" payments, \$390 on August 30, 1996, and \$390 on September 30, 1996. None of these payments comes close to matching the corporation's calculated price, which at \$15 per square foot for 120 square feet equals \$1,800 per month. Thus, it appears that the corporation is charging below market rent to the Committee, perhaps as a result of a mathematical error. Regarding the shared fax number, the Committee disclosed payments to the corporation of \$27.59 on April 3, 1996 and \$163.06 on June 30, 1996 for "telecommunication." These payments do not match the Committee's purported rental prices for the fax machine and fax phone line. Thus, questions are also raised regarding the Committee's rental payments for this equipment.

In light of the possible corporate contributions in the form of below market rental assessments for office space and equipment, and Mr. LaMagna's positions as president of the corporation and as candidate, there is reason to believe that Dal LaMagna violated 2 U.S.C. § 441b(a).

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4. Corporation trade show display

The complaint further alleges that the corporation operated a booth at an international beauty show in New York. The complaint quotes from a Cable News Network program that stated that the booth "looked more like a campaign headquarters."

The presence of the banner at the corporation's booth appears to constitute a corporate contribution. In light of Mr. LaMagna's positions as president of the corporation and as candidate, there is reason to believe that Dal LaMagna violated 2 U.S.C. § 441b(a).

D. Personal Use

The complaint alleges that the campaign's activity may have benefited the corporation and therefore Dal LaMagna personally, in violation of the prohibition on personal use of campaign funds. See 2 U.S.C. § 439a. Specifically, as an alternative to the above-described allegations of corporate contributions regarding the combined corporation-campaign magazine advertisements and the campaign's rental of office equipment and office space, the complaint alleges that in the event the campaign paid more than its fair share or more than a fair price, the result is a "prohibited personal (business) use of campaign resources by Mr. LaMagna." More generally, the complaint alleges that the campaign's use of the term "Tweezerman" benefits the corporation and therefore the candidate personally.

Dal LaMagna is president of TWEEZERMAN Corporation and owns 85% of its capital stock. Relatives of Mr. LaMagna serve as vice president and treasurer of the corporation. Information in the Commission's possession including the Committee's disclosure reports indicates that the Committee paid part of the costs of the combined magazine ads, so it does not appear to have paid the corporation's share of the ads. Similarly, the Committee has paid the

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corporation for rental of office equipment and office space, but it does not appear that the Committee has overpaid the corporation.⁵ Rather, as set out above, the Commission makes reason to believe findings regarding possible inadequate payments by the Committee to the corporation, thus constituting corporate contributions. See 2 U.S.C. § 441b(a).

As for the more general allegation that the campaign's use of the term "Tweezerman" impermissibly benefits the corporation and the candidate, although using a phrase like "TWEEZERMAN® for Congress" may benefit the corporation and the candidate personally, it is also undeniably campaign-related. Using campaign funds to pay for advertising stating "Tweezerman for Congress" is not an expense that would occur irrespective of Dal LaMagna's campaign. See 11 C.F.R. § 113.1(g). Thus, the campaign's identification of the candidate as "Tweezerman" does not appear to constitute impermissible personal use of campaign funds. Therefore, there is no reason to believe that Dal LaMagna violated 2 U.S.C. § 439a.

⁵ In Advisory Opinion 1994-8, the Commission ruled that excessive payments from a candidate committee to a corporation owned by the candidate would unduly augment the earnings of such an asset owned by the candidate. See also AOs 1995-8 and 1994-22.

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**FEDERAL ELECTION COMMISSION
FACTUAL AND LEGAL ANALYSIS**

RESPONDENT: TWEEZERMAN Corporation

MUR 4340

I. Generation of Matter

This matter was generated by a complaint filed on April 16, 1996 and a supplement filed May 20, 1996 by the National Republican Congressional Committee alleging that TWEEZERMAN Corporation made impermissible contributions to Dal LaMagna for Congress.

II. Factual and Legal Analysis

A. Law

The Federal Election Campaign Act of 1971, as amended ("the Act"), prohibits corporations from making expenditures and contributions in connection with federal elections. 2 U.S.C. § 441b(a). This section broadly defines "contribution" as "anything of value." 2 U.S.C. § 441b(b)(2). Section 441b(a) also prohibits officers and directors from consenting to the corporate contribution or expenditure. Further, this provision prohibits candidates and committees from knowingly accepting or receiving a corporate contribution or expenditure. In FEC v. Massachusetts Citizens for Life, Inc., the Supreme Court held that an expenditure must constitute express advocacy to be subject to the 441b(a) prohibition. 479 U.S. 238 (1986).

The Act requires that whenever any person makes an expenditure for the purpose of financing communications expressly advocating the election or defeat of a clearly identified candidate, or solicits any contribution through media such as magazines or any other type of general public political advertising, such communication, if paid for and authorized by a

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candidate or authorized political committee of a candidate, shall clearly state that the communication has been paid for by such authorized political committee. 2 U.S.C. § 441d(a).

Finally, the Commission's regulations provide for the allocation of candidate and committee activities such as advertising. 11 C.F.R. part 106. The regulations require that expenditures made on behalf of more than one clearly identified federal candidate shall be attributed to each such candidate according to the benefit reasonably expected to be derived, such as by the proportion of space devoted to each candidate. 11 C.F.R. § 106.1(a)(1). The regulations do not contemplate allocation between a corporation and a political committee for joint advertising.

B. Complaint

The complaint identifies Dal LaMagna as a businessman who founded and is president of the TWEEZERMAN Corporation ("corporation") and is personally known as "TWEEZERMAN," which is a registered trademark. The complaint states that the corporation's "flagship product (the \$50 TWEEZERMAN® tweezer) is widely recognized," and that the corporation advertises its products in national fashion magazines such as Allure, Glamour, and Self, participates in beauty shows to publicize its wares, and maintains an Internet web page.

The complaint alleges that TWEEZERMAN Corporation unlawfully used, and Dal LaMagna for Congress ("Committee" or "campaign") improperly accepted, corporate funds and resources to pay for campaign advertising that expressly advocated the election of Mr. LaMagna. See 2 U.S.C. § 441b(a). The complaint also alleges that the corporation made contributions to the Committee in the form of an Internet web site reference, office space and equipment, and a trade show display.

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C. Corporate Contributions

1. Magazine Advertisements

The complaint alleges that after Mr. LaMagna filed a statement of candidacy, the TWEEZERMAN Corporation took out advertisements in Allure, Glamour, and Self magazines that expressly advocate the election of Dal LaMagna to Congress. The complaint includes copies of four such ads, and the supplement to the complaint includes two more. Each of the ads occupies one-third of a page; the political portion takes up the bottom one-half inch. In the April 1996 issue of Self magazine, an advertisement for the corporation includes the statement "TWEEZERMAN FOR CONGRESS '96 Vote for Dal LaMagna in the Third District on Long Island." This ad does not include a disclaimer. The advertisement for the corporation in the April 1996 Allure magazine contains the statement "TWEEZERMAN FOR CONGRESS IN '96 Vote for Dal LaMagna in the Third District on Long Island" and also includes the disclaimer "Paid for by Dal LaMagna for Congress." The other four ads, in the April, May, and June 1996 Glamour and May 1996 Allure, each contain nearly identical statements and disclaimers.

The complaint concludes that the corporation paid for the advertising in Allure, Glamour, and Self magazines in violation of section 441b(a), and that the Self ad lacked a disclaimer in violation of section 441d(a). The complaint further alleges that even if the campaign shared the advertisement costs with the corporation and paid its pro rata share, the ads still constituted illegal activity because "[t]he campaign alone could not have purchased the magazine locations in which it advertised without 'piggybacking' on the corporation's buy." Finally, the complaint asserts that such "piggybacking" amounts to improper corporate subsidization of campaign activity, "as does the merging of corporate names and resources with those from the campaign

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(i.e., "TWEEZERMAN® for Congress" is improper, as would be "MICRO-SOFT for Congress" in the event Bill Gates ran)."

The campaign's use of the phrase "TWEEZERMAN for Congress" appears to constitute a corporate contribution. Although Dal LaMagna is personally known as "Tweezerman," it is also the name of the corporation and is a registered trademark,¹ and so the use of the name on behalf of the campaign constitutes something of value that the corporation is providing to the campaign. Further, TWEEZERMAN Corporation running an advertisement that includes a campaign ad, even where the Committee pays a share of the cost, appears on its face to be a corporate contribution, broadly defined in section 441b(b)(2) as "anything of value." Such advertising by the corporation necessarily promotes the candidate through association with a commercial product, thus giving the candidate something of value. There is also a question as to whether the campaign could have placed its small ads on the same prominent pages of the magazines without the large corporation ads.² Other factors may affect the extent of the apparent corporate contribution. Although the Committee disclosed payments to the corporation for its share of the ads,³ significant questions remain regarding the placement of the ads and the timing of the payments. For example, the Commission questions whether the Committee's initial payment to the corporation for "co-operative advertising" on April 17, 1996 was timely

¹ Mr. LaMagna started the business in 1978 and incorporated TWEEZERMAN Corporation in 1983.

² Five of the six ads shared pages with the listing of magazine officials near the front of the magazines.

³ The Committee's disclosure reports show four payments to TWEEZERMAN Corporation for "co-operative advertising": \$1,560.32 on April 17, 1996; \$2,093.46 on April 30, 1996; \$925.31 on May 31, 1996; and \$89.85 on June 28, 1996, for a total of \$4668.94.

payment for the April ads in Allure, Glamour, and Self. Therefore, there is reason to believe that the TWEEZERMAN Corporation violated 2 U.S.C. § 441b(a).⁴

2. Internet Web Sites

The complaint also alleges that the TWEEZERMAN Corporation has a web site that impermissibly refers readers to a campaign web site where funds are solicited from the general public. The complaint includes copies of both the corporation and the campaign web sites from April 9, 1996. The corporation's web site includes the statement "Dal LaMagna, the founder and president of TWEEZERMAN® is running for the US Congress in New York. For more info visit <http://www.dal-lamagna.com/>." The campaign's web site is titled "TWEEZERMAN® FOR CONGRESS Vote for Dal LaMagna in District 3 on Long Island" and discusses the corporation and the candidate. The campaign site also solicits contributions by stating "Call 516-676-8097 Contribute Money to the campaign effort." The complaint asserts that the corporation web site reference to the campaign is an unlawful corporate contribution. See 2 U.S.C. § 441b(a).

The Commission visited the corporation web site on August 7, 1996 and the campaign web site on August 7, September 6, and November 4, 1996. The corporation site no longer references the campaign site and the campaign site no longer refers to the candidate as "TWEEZERMAN."

The campaign web site expressly advocates the election of Dal LaMagna. The original version is titled "TWEEZERMAN® FOR CONGRESS Vote for Dal LaMagna in District 3 on Long Island" and solicited contributions. Later versions of the web site are titled "LaMagna for

⁴ In light of this finding that the advertisements may be impermissible, the issue of the appropriate allocation of the campaign's share of the ads is inapposite.

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Congress." None of the versions of the campaign web site include a disclaimer. The Commission determined in Advisory Opinion 1995-9 that use of a World Wide Web site operated by a political committee should be viewed as a form of general political advertising and thus the disclaimer requirement applies. See 2 U.S.C. § 441d(a). It appears that the corporation's web site should have required a disclaimer, because it referred readers to the campaign web site where contributions were solicited. See MUR 3980 (Hipp for Congress). Therefore, there is reason to believe that TWEEZERMAN Corporation violated 2 U.S.C. § 441d(a).

It also appears that the corporation web site constituted a contribution to the campaign. Section 441b(b)(2) broadly defines "contribution" as "anything of value." The reference in the corporation's site directing users to the campaign site appears to constitute something of value: additional exposure to members of the general public, which is tantamount to advertising. Therefore, there is reason to believe that TWEEZERMAN Corporation violated 2 U.S.C. § 441b(a).

3. Office Space and Equipment

The complaint also states that the corporation and Committee web sites show the same fax number and the campaign address is the same as the corporation address listed in a local business telephone directory.⁵ The complaint concludes that in light of the common fax number and business address, the corporation made an impermissible in-kind contribution to the campaign by paying for the fax and the office space.

⁵ The campaign and the corporation do have different telephone numbers.

At the time of the complaint and supplement, the Committee had filed only its 1996 April Quarterly Report, which did not disclose payments for office space and equipment. Information in the Commission's possession indicates that the corporation rented 120 square feet of office space to Dal LaMagna for Congress at a monthly rate of \$15 per square foot. Brief inquiries made by the Commission regarding commercial real estate rental prices in Glen Cove, New York, site of the corporation, confirm the corporation's estimate that \$15 per square foot is a reasonable price. Additional information in this Office's possession indicates that the Committee rents a fax machine for \$10 a month and the telephone line for the fax for \$30 a month from TWEEZERMAN Corporation, figures calculated based on the cost of the fax machine and the monthly charge for the phone line.

The Committee has disclosed several payments to the corporation for rental of office space: \$300 each on April 5 and April 30, 1996, and \$150 each on May 30, June 28, and July 31, 1996. Thereafter, the Committee disclosed combined "rental of office & computer equipment" payments, \$390 on August 30, 1996, and \$390 on September 30, 1996. None of these payments comes close to matching the corporation's calculated price, which at \$15 per square foot for 120 square feet equals \$1,800 per month. Thus, it appears that the corporation is charging below market rent to the Committee, perhaps as a result of a mathematical error. Regarding the shared fax number, the Committee disclosed payments to the corporation of \$27.59 on April 3, 1996 and \$163.06 on June 30, 1996 for "telecommunication." These payments do not match the Committee's purported rental prices for the fax machine and fax phone line. Thus, questions are also raised regarding the Committee's rental payments for this equipment.

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In light of the possible corporate contributions in the form of below market rental assessments for office space and equipment, there is reason to believe that TWEEZERMAN Corporation violated 2 U.S.C. § 441b(a).

4. Corporation trade show display

The complaint further alleges that the corporation operated a booth at an international beauty show in New York. The complaint quotes from a Cable News Network program that stated that the booth "looked more like a campaign headquarters."

The presence of the banner at the corporation's booth appears to constitute a corporate contribution. Therefore, there is reason to believe that that TWEEZERMAN Corporation violated 2 U.S.C. § 441b(a).

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FEDERAL ELECTION COMMISSION
Washington, DC 20463

January 17, 1997

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Glamour
Jack Kliger, Publisher
350 Madison Ave.
New York, NY 10017

RE: MUR 4340

Dear Mr. Kliger:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached order and subpoena which requires Glamour magazine to provide certain information in connection with an investigation it is conducting. The Commission does not consider Glamour a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

You may consult with an attorney and have an attorney assist you in the preparation of your responses to this order and subpoena. However, you are required to submit the information within 30 days of your receipt of this order and subpoena. All answers to questions must be submitted under oath.

98043895260

If you have any questions, please contact me at (800) 424-9530.

Sincerely,

Mark Allen

Mark Allen
Attorney

Enclosure
Order and Subpoena

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

)
) MUR 4340
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SUBPOENA TO PRODUCE DOCUMENTS
ORDER TO SUBMIT WRITTEN ANSWERS

TO: Glamour
350 Madison Ave.
New York, NY 10017

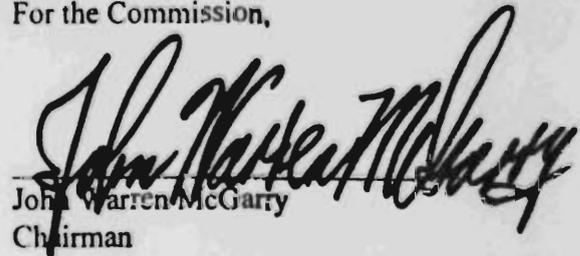
Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and subpoenas you to produce the documents requested on the attachment to this Subpoena. Legible copies which, where applicable, show both sides of the documents may be substituted for originals.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 30 days of receipt of this Order and Subpoena.

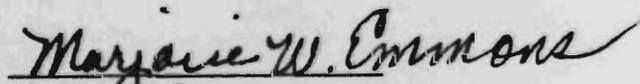
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WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his
hand in Washington, D.C. on this 17th day of January, 1997.

For the Commission,


John Warren McGarry
Chairman

ATTEST:


Marjorie W. Emmons
Secretary to the Commission

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INSTRUCTIONS

In answering these interrogatories and request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1996 to the present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

98043895264

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Person" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and request for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

98043895265

DOCUMENT REQUESTS AND QUESTIONS

1. Does Glamour magazine have a policy regarding the placement of advertisements that advocate the election of political candidates? If so, state the policy or provide a copy of the policy, if written.
2. State the general policy regarding the placement of advertisements in Glamour, the sizes of advertisements, the placement of advertisements in different parts of the magazine, prices related thereto, and the terms of payment for advertisements.
3. For each advertisement appearing in Glamour promoting both TWEEZERMAN Corporation and Dal LaMagna's 1996 congressional campaign, such as the one attached at exhibit A,
 - a. Provide a copy of the advertisement (not necessary to reproduce exhibit A);
 - b. State the issue and page number of magazine;
 - c. State the cost;
 - d. Identify the person who arranged for the advertisement;
 - e. Identify the person who paid for the advertisement ("buyer");
 - f. Provide an explanation of how the cost was determined;
 - g. State whether Glamour magazine billed or invoiced the buyer, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);
 - h. State the amount and date of each payment the buyer made to Glamour magazine; and
 - i. Provide a copy of each agreement between Glamour magazine and the buyer.
4. For any other advertisement appearing in Glamour promoting Dal LaMagna's 1996 congressional campaign,
 - a. Provide a copy of the advertisement;
 - b. State the issue and page number of magazine;
 - c. State the cost;

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- d. Identify the person who arranged for the advertisement;
 - e. Identify the person who paid for the advertisement;
 - f. Provide an explanation of how the cost was determined;
 - g. State whether Glamour magazine billed or invoiced the buyer, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);
 - h. State the amount and date of each payment the buyer made to Glamour magazine; and
 - i. Provide a copy of each agreement between Glamour magazine and the buyer.
5. The portion of the advertisement attached at exhibit A promoting Dal LaMagna's 1996 congressional campaign takes up approximately one-half inch and reads

TWEEZERMEN FOR CONGRESS IN '96
Vote for Dal LaMagna in the
Third District on Long Island
Paid For By Dal LaMagna For Congress

State whether this portion could have appeared by itself without the TWEEZERMEN CareKits™ advertisement on this page of Glamour magazine. If so, state the price of a one-half inch political advertisement. If not, state where in the magazine such an advertisement could appear pursuant to the magazine's policies stated in response to questions 1 and 2, and the cost(s) in such location(s).

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CareKits
Manicure and Complete Grooming Kits

Available At:
TRADE SECRET SALONS • 1-800-888-1117
Participating
MERIE NORMAN STUDIOS • 1-800-40MERLE
VISIT US AT [HTTP://TWEEZERMAN.COM](http://TWEEZERMAN.COM)
TWEEZERMAN FOR CONGRESS IN '96
Vote for Dal LaMagna in the
Third District on Long Island
P.S. For By Dal LaMagna For Congress

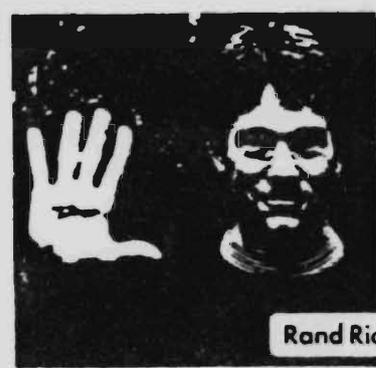
Contributors

Exhibit A
Glamour,
April
1996

"When a woman cheats, she often gains a new, outsider's perspective on her primary relationship. If she's the type who marched lockstep through years of marriage, breaking stride can be a good thing," says Amy Pagnozzi. For "Why Women Are Cheating—And Not Feeling Guilty" (page 256), she interviewed women who had affairs and tells what roles the cheating played in their lives. "I saw the evolution these women went through and realized that a person who can be selfless in a relationship also has the ability to do something for herself, even if it turns out to be the wrong thing," says Pagnozzi, who often writes commentary on social issues.



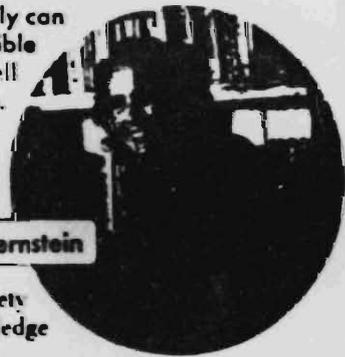
Amy Pagnozzi



Rand Richards Cooper

"While living abroad, I found a wider acceptance of nonsexual relationships between men and women," says Rand Richards Cooper. In this month's "His" column, "The Luckier Be-er" (page 286), he explores what happens when a man is confronted with nonsexual nakedness and the consequences of breaking the invisible barriers between men and women. The author of two short-story collections, Cooper writes about the everyday dilemmas men find themselves in. "Men identify with my stories," he says, "but women are also drawn to them because they give a sense of why we men do the things we do." Cooper's most recent book is *Big as Life: Stories about Men* (Dial Press).

"Our society's emphasis on the nuclear family can lead us to believe that we should be responsible only for taking care of our own family," says Nell Bernstein, author of this month's Bridges column, "Other People's Children" (page 132). Bernstein, who edits *10:1 Youth Outlook* at the Pacific News Service in San Francisco, envisions a society in which people treat all children like family regardless of blood ties. "Working with young people, I see how they look out for each other," she says. "In a society obsessed with boundaries, we need to acknowledge that our lives are already interconnected."



Nell Bernstein



Karen Houppert

"This woman's honesty about the rape—her willingness to delve into the issues and plow through them emotionally—may be what has speeded her recovery process," says Karen Houppert about the rape survivor, Jeannie, she interviewed for her article "After the Rape" (page 274). Houppert details the woman's efforts to cope with the trauma and tell how she rebuilt her life in the aftermath. "Hopefully her story will give other rape victims license to talk about their experiences," she says. "Verbalizing their fears gives their friends and families a greater understanding of how they are struggling to cope." An award-winning reporter at *The Village Voice*, Houppert writes about social and political issues.



FEDERAL ELECTION COMMISSION
Washington, DC 20463

January 17, 1997

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Allure
Alexandra Golinkin, Publisher
360 Madison Ave.
New York, NY 10017

RE: MUR 4340

Dear Ms. Golinkin:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached order and subpoena which requires Allure magazine to provide certain information in connection with an investigation it is conducting. The Commission does not consider Allure a respondent in this matter, but rather a witness only.

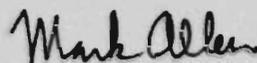
Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. That section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

You may consult with an attorney and have an attorney assist you in the preparation of your responses to this order and subpoena. However, you are required to submit the information within 30 days of your receipt of this order and subpoena. All answers to questions must be submitted under oath.

93043895269

If you have any questions, please contact me at (800) 424-9530.

Sincerely,



Mark Allen
Attorney

Enclosure
Order and Subpoena

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 4340

SUBPOENA TO PRODUCE DOCUMENTS
ORDER TO SUBMIT WRITTEN ANSWERS

TO: Allure
360 Madison Ave.
New York, NY 10017

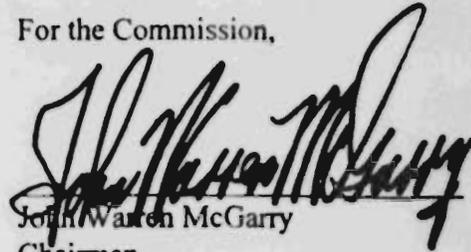
Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and subpoenas you to produce the documents requested on the attachment to this Subpoena. Legible copies which, where applicable, show both sides of the documents may be substituted for originals.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 30 days of receipt of this Order and Subpoena.

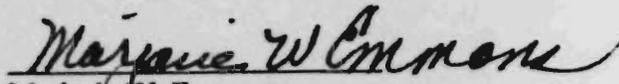
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WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his
hand in Washington, D.C. on this 17th day of January, 1997.

For the Commission,


John Warren McGarry
Chairman

ATTEST:


Marjorie W. Emmons
Secretary to the Commission

98043895272

INSTRUCTIONS

In answering these interrogatories and request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1996 to the present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

98043895273

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Person" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and request for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

96043895274

DOCUMENT REQUESTS AND QUESTIONS

1. Does Allure magazine have a policy regarding the placement of advertisements that advocate the election of political candidates? If so, state the policy or provide a copy of the policy, if written.
2. State the general policy regarding the placement of advertisements in Allure, the sizes of advertisements, the placement of advertisements in different parts of the magazine, prices related thereto, and the terms of payment for advertisements.
3. For each advertisement appearing in Allure promoting both TWEEZERMAN Corporation and Dal LaMagna's 1996 congressional campaign, such as the one attached at exhibit A,
 - a. Provide a copy of the advertisement (not necessary to reproduce exhibit A);
 - b. State the issue and page number of magazine;
 - c. State the cost;
 - d. Identify the person who arranged for the advertisement;
 - e. Identify the person who paid for the advertisement ("buyer");
 - f. Provide an explanation of how the cost was determined;
 - g. State whether Allure magazine billed or invoiced the buyer, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);
 - h. State the amount and date of each payment the buyer made to Allure magazine; and
 - i. Provide a copy of each agreement between Allure magazine and the buyer.
4. For any other advertisement appearing in Allure promoting Dal LaMagna's 1996 congressional campaign,
 - a. Provide a copy of the advertisement;
 - b. State the issue and page number of magazine;
 - c. State the cost;

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- d. Identify the person who arranged for the advertisement;
 - e. Identify the person who paid for the advertisement;
 - f. Provide an explanation of how the cost was determined;
 - g. State whether Allure magazine billed or invoiced the buyer, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);
 - h. State the amount and date of each payment the buyer made to Allure magazine; and
 - i. Provide a copy of each agreement between Allure magazine and the buyer.
5. The portion of the advertisement attached at exhibit A promoting Dal LaMagna's 1996 congressional campaign takes up approximately one-half inch and reads

TWEEZERMEN FOR CONGRESS IN '96
Vote for Dal LaMagna in the
Third District on Long Island
(PAID FOR BY DAL LAMAGNA FOR CONGRESS)

State whether this portion could have appeared by itself without the TWEEZERMEN CareKits™ advertisement on this page of Allure magazine. If so, state the price of a one-half inch political advertisement. If not, state where in the magazine such an advertisement could appear pursuant to the magazine's policies stated in response to questions 1 and 2, and the cost(s) in such location(s).

98043895276

exhibit A
(April 1996)

allure

Editor in Chief LINDA WELLS
Creative Director Polly Allen Mellen
Design Director Shawn Young
Articles Editor Tom Prince
Beauty Editor Martha McCully
Managing Editor Lawrence Karol
Senior Editors Paula Chin, Frances Rogers Little, Katherine Russell Rich, Ilene Rosenzweig, Mary Turner
Chief Writer Lindsay Van Gelder
Senior Writers Kathy Healy Merrell, Christian Wright
Assistant Managing Editor Madeline Johnson
Fashion Lon Goldstein, *Contributing Fashion Editor* Ricky Vider Rivers, *Fashion Editor* Michelle Allison Fuentes, *Bookings Editor* Mary Alice Stephenson, *Associate Fashion Editor* Joni Cohen, *Accessories/Shoe Editor* Kelli Delaney, *Associate Editor* Sydne Bolden, *Market Editor* Heather A. Larson, *Bookings Assistant*
Art Jane Steinberg, *Assistant Art Director* Stephanie Sterling, *Senior Designer* Emiliano Neri, *Electronic Designer*
Photo Claudia Lebenthal, *Editor* R. W. Beinner, *Associate Photo Editor*
Copy Anne M. Lazarony, *Editor* Jennifer P. Howze, *Associate*
Research Eileen Baum, *Editor* Christopher J. Taylor, *Associate*
Production Kristen Rayner, *Director* Andrew Cutrone, *Manager* Phyllis Bowen, *Associate*
Editorial Manager Tricia Trask
Assistant to the Editor in Chief Valerie Miller
Assistant Editors Kimberly Reilly, Jennifer Tung, Kristina Zimbalist
Editorial Assistants Shana Dishell, Stéphanie Huet, Jennifer Laing, Paul Angelo Petzy, Courtney Carol Small, Helen A. Wilson
Editor at Large Joan Kron
Writer at Large Tracy Young
Contributing Editors Kevyn Aucoin, Judy Bachrach, Martha Barnette, Came Donovan, Richard Flaste, Meryl Gordon, Nina Griscom, Dianne Lange, Judith Newman, Jannie Ralston, Patricia Raynes, Jeffrey Slonim
Paris Editor Noreen Hall
West Coast Editor Crystal Moffett
Editorial Director JAMES TRUMAN



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 Complete Grooming Kits

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 MERLE NORMAN STUDIOS • 1-800-40MERLE
 VISIT US AT [HTTP://WWW.TWEEZERMAN.COM](http://www.tweezerman.com)
 TWEEZERMAN FOR CONGRESS IN '96
 Vote for Dal LaMagna in the
 Third District on Long Island
 (PAID FOR BY DAL LAMAGNA FOR CONGRESS)

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FEDERAL ELECTION COMMISSION
Washington, DC 20463

January 17, 1997

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Self
Beth Fuchs Brenner, Publisher
350 Madison Ave.
New York, NY 10017

RE: MUR 4340

Dear Ms. Brenner:

The Federal Election Commission has the statutory duty of enforcing the Federal Election Campaign Act of 1971, as amended, and Chapters 95 and 96 of Title 26, United States Code. The Commission has issued the attached order and subpoena which requires Self magazine to provide certain information in connection with an investigation it is conducting. The Commission does not consider Self a respondent in this matter, but rather a witness only.

Because this information is being sought as part of an investigation being conducted by the Commission, the confidentiality provision of 2 U.S.C. § 437g(a)(12)(A) applies. ~~That~~ section prohibits making public any investigation conducted by the Commission without the express written consent of the person with respect to whom the investigation is made. You are advised that no such consent has been given in this case.

You may consult with an attorney and have an attorney assist you in the preparation of your responses to ~~this~~ order and subpoena. However, you are required to submit the information within 30 days of your receipt of this order and subpoena. All answers to questions must be submitted under oath.

980043695278

If you have any questions, please contact me at (800) 424-9530.

Sincerely,

Mark Allen

Mark Allen
Attorney

Enclosure
Order and Subpoena

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 4340

SUBPOENA TO PRODUCE DOCUMENTS
ORDER TO SUBMIT WRITTEN ANSWERS

TO: Self
350 Madison Ave.
New York, NY 10017

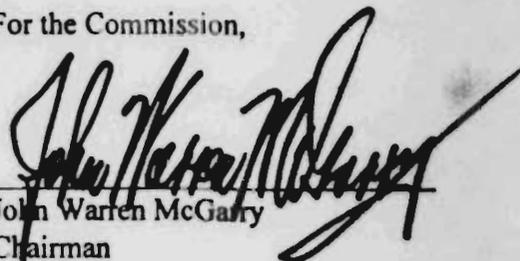
Pursuant to 2 U.S.C. § 437d(a)(1) and (3), and in furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby orders you to submit written answers to the questions attached to this Order and subpoenas you to produce the documents requested on the attachment to this Subpoena. Legible copies which, where applicable, show both sides of the documents may be substituted for originals.

Such answers must be submitted under oath and must be forwarded to the Office of the General Counsel, Federal Election Commission, 999 E Street, N.W., Washington, D.C. 20463, along with the requested documents within 30 days of receipt of this Order and Subpoena.

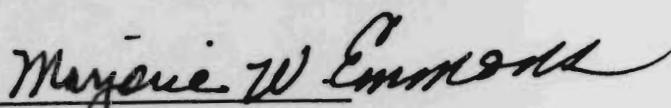
98043895280

WHEREFORE, the Chairman of the Federal Election Commission has hereunto set his
hand in Washington, D.C. on this 17th day of January, 1997.

For the Commission,


John Warren McGarry
Chairman

ATTEST:


Marjorie W. Emmons
Secretary to the Commission

98043895281

INSTRUCTIONS

In answering these interrogatories and request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1996 to the present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

98043095282

DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Person" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and request for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

98043095283

DOCUMENT REQUESTS AND QUESTIONS

1. Does Self magazine have a policy regarding the placement of advertisements that advocate the election of political candidates? If so, state the policy or provide a copy of the policy, if written.
2. State the general policy regarding the placement of advertisements in Self, the sizes of advertisements, the placement of advertisements in different parts of the magazine, prices related thereto, and the terms of payment for advertisements.
3. For each advertisement appearing in Self promoting both TWEEZERMAN Corporation and Dal LaMagna's 1996 congressional campaign, such as the one attached at exhibit A,
 - a. Provide a copy of the advertisement (not necessary to reproduce exhibit A);
 - b. State the issue and page number of magazine;
 - c. State the cost;
 - d. Identify the person who arranged for the advertisement;
 - e. Identify the person who paid for the advertisement ("buyer");
 - f. Provide an explanation of how the cost was determined;
 - g. State whether Self magazine billed or invoiced the buyer, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);
 - h. State the amount and date of each payment the buyer made to Self magazine; and
 - i. Provide a copy of each agreement between Self magazine and the buyer.
4. For any other advertisement appearing in Self promoting Dal LaMagna's 1996 congressional campaign,
 - a. Provide a copy of the advertisement;
 - b. State the issue and page number of magazine;
 - c. State the cost;

98043895284

- d. Identify the person who arranged for the advertisement;
 - e. Identify the person who paid for the advertisement;
 - f. Provide an explanation of how the cost was determined;
 - g. State whether Self magazine billed or invoiced the buyer, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);
 - h. State the amount and date of each payment the buyer made to Self magazine; and
 - i. Provide a copy of each agreement between Self magazine and the buyer.
5. The portion of the advertisement attached at exhibit A promoting Dal LaMagna's 1996 congressional campaign takes up approximately one-half inch and reads

TWEEZERMAN FOR CONGRESS '96
Vote for Dal LaMagna in the Third District
on Long Island

State whether this portion could have appeared by itself without the TWEEZERMAN tweezers advertisement on this page of Self magazine. If so, state the price of a one-half inch political advertisement. If not, state where in the magazine such an advertisement could appear pursuant to the magazine's policies stated in response to questions 1 and 2, and the cost(s) in such location(s).

9 8 0 4 3 8 9 5 2 8 5

Exhibit A
(April 1996)



Editor-in-Chief **ROCHELLE UDELL**

Executive Editor **Judith Daniels**
Executive Articles Editor **Carla Posman**
Creative Director **Stefano Tonchi**
Managing Editor **Helene F. Rubinstein**
Design Director **Richard Ferretti**

News Editor **Donna Bulsco**
Beauty Director **Janet Carlson Freed**
Senior Editor **Beth Howard**
News and Articles Editor **Ellie McGrath**
Fashion Editor **Pamela Miller**

ART

Steven J. Hicks Art Director
Eleftherios Kardamalis Designer
Donna Jandrullo Assistant
Kaye Der Sarkissian Associate Design Director

PHOTO

Suzanne Donaldson Editor
Nadine Rais Associate Editor
Victoria Crosby Assistant

FASHION

Anne Kampmann Executive Fashion Director
Jessica Tolmach Platt Senior Editor
Amy Bancroft Wade Bookings Editor
Cathryn Keegan Assistant

BEAUTY

Anne Breza Senior Editor
Maureen Meltzer-McGrath Beauty News Editor
Jillan Mackenzie Assistant

COPY PRODUCTION

Diana Bernasconi Editorial Production Manager
Christine O. Brennan Copy Chief
Danielle Lorenzo Harrison Copy Production Editor
Lisa Roth Associate Production Manager

RESEARCH

Joseph Amadio Chief
Catherine A. Heusel Editor
Andrea Igart Associate

Executive Assistant to the Editor-in-Chief **Judith Pl. Hunt**

Marketing Coordinator **Kimberly Tosta**

Assistant Editors **Jenny Choi (West Coast), Len Hamen,
Lorie Parsh, Stephanie R. Williams,
Elizabeth Yaw**

Editorial Assistants **Malia Mulliken, Colleen A. Moriarty,
Vanessa Richardson, Maryellen Rodriguez**

Technical Correspondent **John Sedgwick**

Reader Services Chief **Melissa E. Pflanz**

Contributing Editor **Elizabeth Fordyce Barrett,
Gwenda Blair, Risa Friedman,
Alice Gordon (Books),
Dr. Stephen Gullo, Molly Haskell,
Lesley B. Hazleton,
Maggie Scarf,
Liz Smith**

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you've
guarantee

Guarantee
the last
you've
guarantee

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1-800-284-7222
At Participating
MERLE NORMAN
STUDIOS
1-800-406-3753

TRADE SECRET
SALONS
1-800-888-1117

FREE LIFETIME
SHARPENING

Visit us at: <http://www.tweezerman.com>

TWEEZERMAN FOR CONGRESS '96
Vote for Dal LaMagna in the Third District

Editorial Director **JAMES TRUMAN**

PERKINS COIE

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
607 FOURTEENTH STREET, N.W. WASHINGTON, D.C. 20005-2011
TELEPHONE: 202 628-6600 · FACSIMILE: 202 434-1690

February 6, 1997

By Federal Express

Mark Allen, Esq.
Office of the General Counsel
Federal Election Commission
999 E Street, NW
Washington, D.C. 20463

FEB 6 4 07 PM '97

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

Re: MUR 4340

Dear Mr. Allen:

This letter is written on behalf of Dal LaMagna for Congress and Frank Suttell, as treasurer, and Twezzerman Corporation in response to Chairman McGarry's letter dated January 17, 1997.

We request an extension of time to review the Factual and Legal Analysis and file our response, answers and documents in this case. An extension of time is necessary in order to review the record, have an adequate opportunity to discuss the issues with our clients and prepare a comprehensive response. Therefore, we are requesting an extension of time of 20 days which would require Respondents to file these materials on March 10, 1997.

Sincerely,



B. Holly Schadler
Counsel to Respondents

[25220-0001/E/A961580.053]

93043675287



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 10, 1997

B. Holly Schadler
PERKINS COIE
607 Fourteenth Street, N.W.
Washington, D.C. 20005-2011

RE: MUR 4340 - Dal LaMagna for Congress and Frank Suttell,
as treasurer, and Tweezerman Corporation

Dear Ms. Schadler:

This is in response to your letter dated February 6, 1997, which we received on that date, requesting an extension until March 10, 1997, to respond to the Commission's reason to believe finding and subpoenas. After considering the circumstances presented in your letter, the Office of the General Counsel has granted the requested extension. Accordingly, your response is due by the close of business on March 10, 1997.

If you have any questions, please contact me at (202) 219-3400.

Sincerely,

Tonda M. Phalca
Attorney

Celebrating the Commission's 20th Anniversary

YESTERDAY, TODAY AND TOMORROW
DEDICATED TO KEEPING THE PUBLIC INFORMED

980435288

SABIN, BERMANT & GOULD LLP

ATTORNEYS AT LAW
350 MADISON AVENUE
NEW YORK, N. Y. 10017

212 692-4400

February 18, 1997

Tonda Phalen, Esq.
Federal Election Commission
Washington, D.C. 20463

Re: Federal Election Commission Subpoenas MUR 4340

Dear Ms. Phalen:

This firm represents The Conde Nast Publications Inc., publisher of Self and Allure magazines. We write with respect to the subpoenas issued by the Federal Election Commission dated January 17, 1997 regarding advertisements for Tweezerman tweezers and Dal LaMagna's political campaign published by Self and Allure magazines.

I understand from attorney Mark Allen of your office that the Federal Election Commission is investigating complaints regarding Dal LaMagna's political advertisements' compliance with 2 U.S.C.A. § 441d. Mr. Allen confirmed that these regulations govern political advertisers' mandatory disclosures but impose no responsibility or liability on media entities such as Self and Allure magazines.

Pursuant to my conversation with Mr. Allen, enclosed are the answers and copies of all documents responsive to the subpoenas. As you will see, Allure ran the political advertisement in its April and May 1996 issues and Self ran the advertisement only in its April 1996 issue.

Please allow this letter to confirm that the enclosed production constitutes complete compliance with the subpoenas and that no further action on the part of the magazines is required. Please advise me immediately if you disagree with any of the above.

Very truly yours,

Patricia A. Clark
Patricia A. Clark

PAC/kp
Enclosures

FEB 21 2 36 PM '97

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

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FEDERAL ELECTION COMMISSION SUBPOENA MUR 4340 TO ALLURE MAGAZINE

DOCUMENT REQUESTS AND QUESTIONS

Alexandra Golinkin, of full age, being duly sworn, hereby deposes and says:

1. Does Allure magazine have a policy regarding the placement of advertisements that advocate the election of political candidates? If so, state the policy or provide a copy of the policy, if written.

Allure magazine has no policy regarding the placement of political advertisements.

2. State the general policy regarding the placement of advertisements in Allure, the sizes of advertisements, the placement of advertisements in different parts of the magazine; prices related thereto, and the terms of payment for advertisements.

The general policies regarding the placement, sizes and prices of and payment for advertisements in Allure magazine are contained in the magazine's rate card, a copy of which is attached.

3. For each advertisement appearing in Allure promoting both TWEEZERMAN Corporation and Dal LaMagna's 1996 congressional campaign, such as the one attached at exhibit A,

a. Provide a copy of the advertisement;
See attached Exhibit A (April 1996) and Exhibit B (May 1996)

b. State the issue and page number of magazine;
Ex. A - April 1996, page 21; Ex. B - May 1996, page 22

c. State the cost;
Ex. A - \$8,812.80; Ex. B - \$8,853.60

d. Identify the person who arranged for the advertisement;
Ex. A - Yvonne Leslie; Ex. B - Yvonne Leslie

e. Identify the person who paid for the advertisement ("buyer");
Ex. A - Tweezerman Corporation; Ex. B - Tweezerman Corporation

f. Provide an explanation of how the cost was determined;
The cost of the advertisements were determined based on the

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magazine's rate card minus an agency discount.

g. State whether Allure magazine billed or invoiced the buyer, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);
Allure Magazine sent the attached Invoices Nos. 331348001P and 33109001P dated 3/26/96 and 4/30/96 to Tweezerman Corporation billing \$8,812.80 and \$8,853.60 for the ads in the April and May 1996 issues of Allure.

h. State the amount and date of each payment the buyer made to Allure magazine; and

Tweezerman Corporation issued a check dated 4/26/96 (copy attached) in the amount of \$20,007.50 to The Conde Nast Publications Inc., \$8,812.80 of which it designated toward the payment of the Allure April 1996 ad. Tweezerman also issued a check dated 5/31/96 (copy attached) to Conde Nast in the amount of \$8,853.60 for the Allure May 1996 ad.

i. Provide a copy of each agreement between Allure magazine and the buyer.

See attached rate card.

4. For any other advertisement appearing in Allure magazine promoting Dal LaMagna's 1996 congressional campaign,

a. Provide a copy of the advertisement.

See attached Exhibit A (April 1996) and Exhibit B (May 1996) and answers to No. 3 above

5. The portion of the advertisement attached at exhibit A promoting Dal LaMagna's 1996 congressional campaign takes up approximately one-half inch and reads

TWEEZERMAN FOR CONGRESS '96
Vote for Dal LaMagna in the Third District
on Long Island

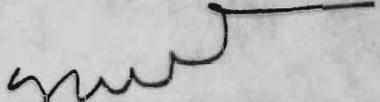
State whether this portion could have appeared by itself without the TWEEZERMAN tweezers advertisement on this page of Allure magazine. If so, state the price of a one-half inch political advertisement. If not, state where in the magazine such an advertisement could appear pursuant to the magazine's policies stated in response to questions 1 and 2, and the cost(s) in such location(s).

The one-half inch political ad at issue could not have appeared on this page of the magazine without the TWEEZERMAN advertisement as Allure magazine itself sells no ads smaller than 1/6 of a page. Allure's 1996 general advertising rate for a 1/6 page black and white ad was \$5,450. However, under certain circumstances outside brokers/representatives are permitted to sell advertising space (from 1/6 page to multiple pages) in the magazine in smaller ad

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spaces to their advertising customers, subject to the approval of Conde Nast.

Dated: February 18, 1997

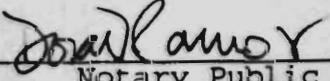


Alexandra Golinkin
Publisher
Allure Magazine

STATE OF New York)
COUNTY OF New York)

SS:

Sworn To and Subscribed
Before Me This 18th Day
of February, 1997



Notary Public
DORA V. RAMOS
Notary Public, State of New York
No. 03-4804672
Qualified in Bronx County
Certificate filed in New York County
Commission Expires Oct. 31, 1998

98043895292

9 6 0 4 3 8 9 5 2 9 3



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 VISIT US AT [HTTP://WWW.TWEEZERMAN.COM](http://www.tweezerman.com)
 TWEEZERMAN FOR CONGRESS IN '96
 Vote for Dal LaMagna in the
 Third District on Long Island
 (PAID FOR BY DAL LAMAGNA FOR CONGRESS)

allure

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Creative Director Polly Allen Mellen

Design Director Shawn Young

Articles Editor Tom Prince

Beauty Editor Martha McCully

Managing Editor Lawrence Karol

Senior Editors Paula Chin, Frances Rogers Little,

Katherine Russell Rich,

Ilene Rosenzweig, Mary Turner

Chief Writer Lindsay Van Gelder

Senior Writers Kathy Healy Merrell, Christian Wright

Assistant Managing Editor Madeline Johnson

Fashion Lori Goldstein, *Contributing Fashion Editor*

Ricky Vider Rivers, *Fashion Editor*

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Writer at Large Tracy Young

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Carrie Donovan, Richard Flaste, Meryl Gordon,

Nina Griscom, Dianne Lange, Judith Newman,

Jeannie Ralston, Patricia Raynes, Jeffrey Slonim

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West Coast Editor Crystal Moffett

Editorial Director JAMES TRUMAN

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TWEEZERMAN

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LASHES**



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1 800 888-1117

VISIT US ON THE INTERNET
<http://www.tweezerman.com>

TWEEZERMAN FOR U.S. CONGRESS IN '96
Vote for Dai LaMagna for U.S. Congress
District 3 on Long Island, New York
(Paid for by Dai LaMagna for Congress)

allure

Editor in Chief LINDA WELLS

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Beauty Director Martha McCully

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Jennifer P. Howze, *Associate*

Research Eileen Baum, *Editor*

Christopher J. Taylor, *Associate*

Production Kristen Rayner, *Director*

Andrew Cutrone, *Manager*

Phyllis Bowen, *Associate*

Public Relations Barbara Langdon, *Director*

Jeffries Blackerby, *Coordinator*

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Carrie Donovan, Richard Flaste, Meryl Gordon,

Nina Griscom, Dianne Lange, Judith Newman,

Jeannie Ralston, Patricia Raynes, Jeffrey Slonim

Paris Editor Noreen Hall

West Coast Editor Crystal Moffett

Editorial Director JAMES TRUMAN

9 8 0 4 3 8 9 5 2 9 4

allure

Rates Effective with the January 1996 Issue • Rate Base 700,000 • Bleed Charge 15%

GENERAL ADVERTISING RATES

	Size	1 page	3 pages	6 pages	9 pages	12 pages	18 pages	24 pages	36 pages	48 pages
BLACK & WHITE	1 page	\$28,170	\$27,043	\$26,480	\$25,635	\$24,790	\$24,226	\$23,663	\$23,099	\$22,536
	2/3 page	21,700	20,832	20,398	19,747	19,096	18,662	18,228	17,794	17,360
	1/2 page	16,200	15,552	15,228	14,742	14,256	13,932	13,608	13,284	12,960
	1/3 page	10,850	10,416	10,199	9,874	9,548	9,331	9,114	8,897	8,680
	1/6 page	5,450	5,232	5,123	4,960	4,796	4,687	4,578	4,469	4,360

TWO-COLOR	1 page	\$35,040	\$33,638	\$32,938	\$31,886	\$30,835	\$30,134	\$29,434	\$28,733	\$28,032
	2/3 page	27,000	25,920	25,380	24,570	23,760	23,220	22,680	22,140	21,600
	1/2 page	20,150	19,344	18,941	18,337	17,732	17,329	16,926	16,523	16,120
	1/3 page	13,500	12,960	12,690	12,285	11,880	11,610	11,340	11,070	10,800

FOUR-COLOR	1 page	\$41,920	\$40,243	\$39,405	\$38,147	\$36,890	\$36,051	\$35,213	\$34,374	\$33,536
	2/3 page	32,300	31,008	30,362	29,393	28,424	27,778	27,132	26,486	25,840
	1/2 page	24,100	23,136	22,654	21,931	21,208	20,726	20,244	19,762	19,280
	1/3 page	16,150	15,504	15,181	14,697	14,212	13,889	13,566	13,243	12,920
	1/6 page	8,100	7,776	7,614	7,371	7,128	6,966	6,804	6,642	6,480

COVERS	Second	\$50,300	\$48,288	\$47,282	\$45,773	\$44,264	\$43,258	\$42,252	\$41,246	\$40,240
	Third	44,020	42,259	41,379	40,058	38,738	37,857	36,977	36,096	35,216
	Fourth	52,400	50,304	49,256	47,684	46,112	45,064	44,016	42,968	41,920

RETAIL ADVERTISING RATES

	Size	1 page	3 pages	6 pages	9 pages	12 pages	18 pages	24 pages	36 pages	48 pages
BLACK & WHITE	1 page	\$22,540	\$21,638	\$21,188	\$20,511	\$19,835	\$19,384	\$18,934	\$18,483	\$18,032
	2/3 page	17,360	16,666	16,318	15,798	15,277	14,930	14,582	14,235	13,888
	1/2 page	12,960	12,442	12,182	11,794	11,405	11,146	10,886	10,627	10,368
	1/3 page	8,680	8,333	8,159	7,899	7,638	7,465	7,291	7,118	6,944
	1/6 page	4,360	4,186	4,098	3,968	3,837	3,750	3,662	3,575	3,488

TWO-COLOR	1 page	\$28,030	\$26,909	\$26,348	\$25,507	\$24,666	\$24,106	\$23,545	\$22,985	\$22,424
	2/3 page	21,600	20,736	20,304	19,656	19,008	18,576	18,144	17,712	17,280
	1/2 page	16,120	15,475	15,153	14,669	14,186	13,863	13,541	13,218	12,896
	1/3 page	10,800	10,368	10,152	9,828	9,504	9,288	9,072	8,856	8,640

FOUR-COLOR	1 page	\$33,540	\$32,198	\$31,528	\$30,521	\$29,515	\$28,844	\$28,174	\$27,503	\$26,832
	2/3 page	25,840	24,806	24,290	23,514	22,739	22,222	21,706	21,189	20,672
	1/2 page	19,280	18,509	18,123	17,545	16,966	16,581	16,195	15,810	15,424
	1/3 page	12,920	12,403	12,145	11,757	11,370	11,111	10,853	10,594	10,336
	1/6 page	6,480	6,221	6,091	5,897	5,702	5,573	5,443	5,314	5,184

Advertising Rates Volume Discounts

Volume discounts on cumulative space earned within a consecutive 12 month period:

3 pages - 4%	9 pages - 9%	18 pages - 14%	36 pages - 18%
6 pages - 6%	12 pages - 12%	24 pages - 16%	48 pages - 20%

Fractional units earn discounts on a cumulative basis beginning at the 3 page level. Discounts are applied to the appropriate unit cost.

All advertising is subject to the terms and conditions of Allure's rate card.

The Condé Nast Group

The Condé Nast Group discounts are applied to national general advertising pages only. Retail pages, supplied insert pages and regional space (equivalent to national pages) count toward overall page totals but do not earn Group discounts. Retail pages will earn each magazine's frequency or vertical discount.

When the individual magazine frequency or vertical discount applies, either the Condé Nast Group discount or the individual magazine discount will be earned, whichever is greater.

9 8 0 4 3 8 9 5 2 9 5

THE IDÉ NAST PUBLICATIONS, INC.

P.O. BOX 5350

NEW YORK, NY 10087-5350

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INVOICE

BILL TO: TWEEZERMEN
 55 SEA CLIFF AVENUE
 GLEN COVE, NY 11542-3695

073231001

INVOICE NO:	331348001P
DATE:	03/26/96
TERMS:	NET 30
PAYMENT DUE:	04/24/96

ADVERTISER: TWEEZERMEN

073231001

MAGAZINE	SALES PERSON	BILLING INQUIRIES
ALLURE	1918 MICHAELS, LAUREN	SURFINA ADAMS PHONE: 212-880-8457 FAX: 212-880-6649

SEQ	ISSUE	PRODUCT	PAGE	DESCRIPTION	AMOUNT
04/01/96	TWEEZERS		22	1 1/3 PAGE TWO COLOR NATIONAL RETAIL ADVERTISING 3X RATE	10,368.00
				NET PRIOR TO COMMISSION:	10,368.00
				AGENCY DISCOUNT:	1,555.20-
				TOTAL:	8,812.80

INTEREST WILL BE CHARGED AT
 THE RATE OF 1.5% PER MONTH
 ON ALL PAST DUE BALANCES

INVOICE TOTAL

8,812.80

THE CONDE NAST PUBLICATIONS INC.

P.O. BOX 5350

NEW YORK, NY 10087-5350

VOGUE • ARCHITECTURAL DIGEST • GLAMOUR • MADEMOISELLE • BRIDE'S • SELF • GO
 VANITY FAIR • GOURMET • BON APPETIT • CONDE NAST TRAVELER • DETAILS • ALLURE • STREET & SMITH

INVOICE

BILL TO: TWENTY
 55 W. CLIFF AVENUE
 HEN COVE, NY 11842-5895

073231001

INVOICE NO:	80148001
DATE:	10/26/96
TERMS:	NET 30
PAYMENT DUE:	04/24/97

ADVERTISER: TWENTY

073231001

9304389527

MAGAZINE	SALES PERSON	BILLING INQUIRIES
	LAUREN MICHAELS	SURFINA ADAMS PHONE: 212-680-3457 FAX: 212-680-8948

SEQ	ISSUE	PRODUCT	PAGE	DESCRIPTION	AMOUNT
			22	1 1/2 PAGE TWENTY NATIONAL RETAIL ADVERTISING RATE NET PRIOR TO COMMISSIONS AGENCY DISCOUNT	10,360.00 10,360.00 1,550.00
TOTAL:					8,810.00

AMOUNT DUE: 8,810.00
 BALANCE: 8,810.00
 TOTAL: 8,810.00

THE DÉ NAST PUBLICATIONS INC.

P.O. BOX 5350

NEW YORK, NY 10087-5350

VOGUE • ARCHITECTURAL DIGEST • GLAMOUR • MADEMOISELLE • BRIDE'S • SELF • GQ
 VANITY FAIR • GOURMET • BON APPETIT • CONDÉ NAST TRAVELER • DETAILS • ALLURE • STREET & SMITH

INVOICE

BILL TO: TWEEZERMAN
 55 SEA CLIFF AVENUE
 GLEN COVE, NY 11542-3695

073231001

	333109001P
DATE:	04/30/96
TERMS:	NET 30
PAYMENT DUE:	05/29/96

ADVERTISER: TWEEZERMAN

073231001

MAGAZINE	SALES PERSON	BILLING INQUIRIES
ALLURE	1918 MICHAELS, LAUREN	SURFINA ADAMS PHONE: 212-880-8457 FAX: 212-880-6649

SEQ	ISSUE	PRODUCT	PAGE	DESCRIPTION	AMOUNT
	05/01/96	CURLER	22	1 1/3 PAGE BLACK & WHITE NATIONAL GENERAL 3X RATE	10,416.00
				NET PRIOR TO COMMISSION:	10,416.00
				AGENCY DISCOUNT:	1,562.40-
				TOTAL:	8,853.60

INTEREST WILL BE CHARGED AT
 THE RATE OF 1.5% PER MONTH
 ON ALL PAST DUE BALANCES

INVOICE TOTAL

8,853.60

980438928

THE COÉ NAST PUBLICATIONS INC.

P.O. BOX 5350

NEW YORK, NY 10087-5350

VOGUE • ARCHITECTURAL DIGEST • GLAMOUR • MADEMOISELLE • BRIDE'S • SELF • GO
 VANITY FAIR • GOURMET • BON APPETIT • CONDÉ NAST TRAVELER • DETAILS • ALLURE • STREET & SMITH

INVOICE

BILL TO: TWISSERMAN
 55 SEA CLIFF AVENUE
 GLEN COVE, NY 11542-3685

073231001

INVOICE NO:	073231001
DATE:	05/30/98
TERMS:	NET 30
PAYMENT DUE:	05/29/98

ADVERTISER: TWISSERMAN

073231001

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MAGAZINE	SALES PERSON	BILLING INQUIRIES
VOGUE	1811 MICHAELS, LAUREN	SURINA ADAMS PHONE: 212-880-8457 FAX: 212-880-8343

SEQ	ISSUE	PRODUCT	PAGE	DESCRIPTION	AMOUNT
	05/98	CURSER	20	1 1/8 PAGE BLACK & WHITE NATIONAL GENERAL SV RATE	10,416.00
				NET PRIOR TO COMMISSION:	10,416.00
				AGENCY DISCOUNT:	1,562.40
				TOTAL:	8,853.60

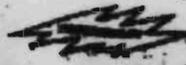
PAID BY CREDIT CARD
 DATE OF BILL PRESENTED
 ALL PAST DUES PAID

INVOICE TOTAL

8,853.60

02/10/87 MON 11:57 FAX 212 880 6632

0001


TWEEZERMAN CORPORATION
 P.O. BOX 3772
 50 SEA GRAY AVENUE
 ELIZABETH, NJ 07208

PARTY NAME: **TWEEZERMAN CORPORATION**
 200 ELIZABETH AVENUE
 ELIZABETH, NJ 07208

CHECK NO. **13421** CHECK DATE **04/26/96** AMOUNT **016169**

TWENTY THOUSAND SEVEN & 30/100 DOLLARS

\$20,007.30

THE CONDE NAST PUBLICATIONS, INC
 P.O. BOX 5350
 NEW YORK, NY 10087-5350

CHEMICAL

TO:

Jill Selig
 FROM: *Phil Zamboni*
 810-8962

- 6123

CONDE NAST
Chemical Mailbox - Expect More From Us

TWEEZERMAN CORPORATION

13421

VENDOR:

016169 / Name: THE CONDE NAST PUBLICATIONS, INC

SELF	33064200	03/26/96	11194.50	11194.50	0.00	11194.50
ALLURE	33134800	03/26/96	8812.80	8812.80	0.00	8812.80

ct 01060-000) Check Date = 04/26/96 Check Total = 20007.30

9 8 0 4 3 8 9 5 3 0 C

TWEEZERMAN CORPORATION
 P.O. BOX 5772
 25 WEST 42ND STREET
 NEW YORK, NY 10018

16

13749 05/31/96 014169

Eight Thousand Eight Hundred Fifty-Three & 60/100 Dollars

\$8,853.60

THE CONDE'NAST PUBLICATIONS, INC
 P.O. BOX 5330
 NEW YORK, NY 10087-5330

CHEMICAL

CONDE NAST
 Chemical Bank Lockbox - Expect More From Us.

TWEEZERMAN CORPORATION

1374

VENDOR: 014169 / Name: THE CONDE'NAST PUBLICATIONS, INC 13749

ALLURE	33310900	04/30/96	8853.60	8853.60	0.00	8853.60
--------	----------	----------	---------	---------	------	---------

(Acct 01060-000) Check Date = 05/31/96 Check Total = 8853.60

16

2/11/97

To: Pat Clark
 From: Phil Jambora

90043090501

allure

DOB: V. Wellington

JMS.
FYI
Vick
cc: MP

Ms. Yvonne Leslie
Tweezerman
55 Seacliff Avenue
Glen Cove, NY 11542

December 19, 1995

Dear Yvonne:

This letter will confirm that Tweezerman's current creative format will retain the Condé Nast retail rate in Allure through March 1996, the end of your contract year.

As we discussed, beginning with your contract year April 1996 - March 1997, Tweezerman will have the option to qualify for one of three different rates:

- SALON RATE - Tag salons only.
- GENERAL RATE - If Tweezerman continues to tag Merle Norman or Sally Beauty Supply, you would qualify for this rate. Tweezerman would qualify at this rate for a 4% volume discount.
- RETAIL RATE - Tag up to 3 department or specialty stores (like Saks or Neiman Marcus: stores with fewer than 100 doors).

I've enclosed the rate structure for Tweezerman at both the General, Retail and Salon rates, incorporating the Tweezerman Volume Discount of 4% and your in-house agency commission.

Yvonne, I'll be in touch soon to answer any questions you might have and to set up a meeting with you and Mr. La Magna.

Best regards,


Lauren Michaels
Beauty Market Manager

cc: Del La Magna - Tweezerman
Jack Kliger - Condé Nast
Don Perri - Condé Nast
Sandy Golinkin - Condé Nast
Sarah Chubb - Condé Nast

Retail
rates
f. 6

98043895302

allure

TWEEZERMEN
APRIL 1996

GENERAL

(includes 4% discount)

Black & White:	\$10,416.00	
	\$8,853.60	15% Commission
2 Color:	\$12,960.00	
	\$11,016.00	15% Commission

RETAIL

(includes 4% discount)

Black & White:	\$8,333.00	
	\$7,083.05	15% Commission
2 Color:	\$10,368.00	
	\$8,812.80	15% Commission

SALON

(includes 4% discount)

Black & White:	\$10,416.00	
	\$9,374.40	10% Salon Rate
	\$7,968.24	15% Commission
2 Color:	\$12,960.00	
	\$11,664.00	10% Salon Rate
	\$9,914.40	15% Commission

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FEDERAL ELECTION COMMISSION SUBPOENA MUR 4340 TO SELF MAGAZINE

DOCUMENT REQUESTS AND QUESTIONS

Beth Fuchs Brenner, of full age, being duly sworn, hereby deposes and says:

1. Does Self magazine have a policy regarding the placement of advertisements that advocate the election of political candidates? If so, state the policy or provide a copy of the policy, if written.

Self magazine has no policy regarding the placement of political advertisements.

2. State the general policy regarding the placement of advertisements in Self, the sizes of advertisements, the placement of advertisements in different parts of the magazine, prices related thereto, and the terms of payment for advertisements.

The general policies regarding the placement, sizes and prices of and payment for advertisements in Self magazine are contained in the magazine's rate card, a copy of which is attached.

3. For each advertisement appearing in Self promoting both TWEEZERMAN Corporation and Dal LaMagna's 1996 congressional campaign.

a. Provide a copy of the advertisement;
See attached Exhibit A (April 1996).

b. State the issue and page number of magazine;
April 1996, page 24

c. State the cost;
\$12,435.50

d. Identify the person who arranged for the advertisement;
Yvonne Leslie

e. Identify the person who paid for the advertisement
("buyer");
Tweezerman Corporation

f. Provide an explanation of how the cost was determined;

98043895304

The cost of the ad was determined based on the magazine's rate card minus an agency discount.

g. State whether Self magazine billed or invoiced the buyer, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);

Self Magazine sent the attached Invoice No. 330642001P to Tweezerman Corporation billing \$12,435.50 for the ad in the April 1996 issue.

h. State the amount and date of each payment the buyer made to Self magazine; and

Tweezerman Corporation issued a check dated 4/26/96 (copy attached) in the amount of \$20,007.30 to The Conde Nast Publications Inc., \$11,194.50 of which it designated toward the payment of the Self April 1996 ad.

i. Provide a copy of each agreement between Self magazine and the buyer.

See attached rate card.

4. For any other advertisement appearing in Self magazine promoting Dal LaMagna's 1996 congressional campaign,

a. Provide a copy of the advertisement;

Self magazine published only one advertisement promoting Dal LaMagna's 1996 campaign, a copy of which was attached as exhibit A to the subpoena.

5. The portion of the advertisement attached at exhibit A promoting Dal LaMagna's 1996 congressional campaign takes up approximately one-half inch and reads

TWEEZERMEN FOR CONGRESS '96
Vote for Dal LaMagna in the Third District
on Long Island

State whether this portion could have appeared by itself without the TWEEZERMEN tweezers advertisement on this page of Self magazine. If so, state the price of a one-half inch political advertisement. If not, state where in the magazine such an advertisement could appear pursuant to the magazine's policies stated in response to questions 1 and 2, and the cost(s) in such location(s).

The one-half inch political ad at issue could not have appeared on this page of the magazine without the TWEEZERMEN advertisement as Self magazine itself sells no ads smaller than 1/6 of a page. Self's 1996 general advertising rate for a 1/6 page black and white ad was \$7,310. However, under certain circumstances outside

98043895305

brokers/representatives are permitted to sell advertising space (from 1/6 page to multiple pages) in the magazine in smaller ad spaces to their advertising customers, subject to the approval of Conde Nast.

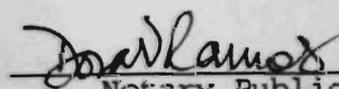
Dated: February 18, 1997


Beth Fuchs Brenner
Publisher
Self Magazine

STATE OF New York)
COUNTY OF New York)

ss:

Sworn To and Subscribed
Before Me This 18th Day
of February, 1997


Notary Public
DORA V. RAMOS
Notary Public, State of New York
No. 03-4804672
Qualified in Bronx County
Certificate filed in New York County
Commission Expires Oct. 31, 1998

98043895306

SELF

Exhibit A
April 14

Editor-in-Chief **ROCHELLE UDELL**

Executive Editor **Judith Daniels**
Executive Articles Editor **Curtis Peeman**
Creative Director **Stefano Tonchi**
Managing Editor **Helene F. Rubinstein**
Design Director **Richard Ferretti**

News Editor **Donna Bulsco**
Beauty Director **Janet Carlson Freed**
Senior Editor **Beth Howard**
Nutrition and Articles Editor **Billy McGrath**
Fitness Editor **Pamela Miller**

ART

Steven J. Hicks Art Director
Elzbieta Kardinals Designer
Donna Jaidullo Assistant
Kaye Der Sarkisian Associate Design Director

PHOTO

Suzanne Donaldson Editor
Nadine Rala Associate Editor
Victoria Crosby Assistant

FASHION

Anna Kampmann Executive Fashion Director
Jessica Tolmach Platt Senior Editor
Amy Bancroft Wade Bookings Editor
Cathryn Keegan Assistant

BEAUTY

Anne Breza Senior Editor
Maureen Melzer-McGrath Beauty News Editor
Jillian MacLennan Assistant

COPY/PRODUCTION

Diana Benhamet Editorial Production Manager
Christine Q. Brennan Copy Chief
Danielle Lorenzo Harrison Copy Production Editor
Lisa Roth Associate Production Manager

RESEARCH

Joseph Amodio Chief
Catherine A. Heusel Editor
Andrea Egert Associate

Executive Assistant to the Editor-in-Chief **Judith M. Kent**

Editorial Coordinator **Kimberly Tosta**

Assistant Editors **Jenny Choi (West Coast), Liza Hamm, Lorie Parch, Stephanie R. Williams, Elizabeth Yow**

Editorial Assistants **Malia McKinnon, Colleen A. Moriarty, Vanessa Richardson, Maryellen Rodriguez**

National Correspondent **John Sedgwick**

Reader Services Chief **Helena E. Massan**

Contributing Editors: **Elizabeth Fordyce Barrett, Gwenda Blair, Risa Friedman, Alice Gordon (Books), Dr. Stephen Gullie, Molly Haskell, Lesley B. Hazleton, Maggie Scarf, Liz Smith**

Editorial Director **JAMES TRUMAN**

the way
YOU

At Participating
SALLY BEAUTY SUPPLY
1-800-294-7255

At Participating
MERLE NORMAN
STUDIOS
1-800-406-3753

TRADE SECRET
SALONS
1-800-686-1117

FREE LIFETIME
SHARPENING

Visit us at: <http://www.teezerman.com>

TEEZERMAN FOR CONGRESS: '06
Vote for Dal LaMagnan in the Third District
on Long Island

9 8 0 4 3 8 9 5 3 0 7



55 Sea Cliff Avenue, Glen Cove, New York 11542-3695

• Phone: 516-676-7772

• Fax: 516-676-7998 or 516-676-0788

• Email: info@tweezerman.com

• http://www.tweezerman.com

INSERTION ORDER SELF MAGAZINE

Date: February 12, 1996

Advertiser: **TWEEZERMAN**
55 Sea Cliff Avenue
Glen Cove, NY 11542

Phone: 516-676-7772

Fax: 516-676-7998

Contact: Dal LaMagna or Yvonne Leslie

Issue (s): April, 1996

Frequency: 1x

Size/Color: 1/3 page vertical, black and white, non-bleed.

Rate: \$11,191.95 net (mass retail rate)

Position: Masthead

Signature: *Yvonne Leslie*

Date: 2/12/96

98043095300

Date:	<u>2/13/96</u>	Ad Class:	<u>Dist</u>
Advertiser name:	<u>Tweezerman</u>		
Advertiser code #:	<u>1295</u>		
Agency code #:			

NAME	*TWEEZERMAN--01		PUB	SELF	ISS	01/01/96	REF	14	SEQ	A
PUB	ISSUE	PRODUCT	PIB	PAGE	QTY	SIZE	CLR	B	SPACE	
SELF	04/01/96	TWEEZERMAN	D210	24	1	1/3	BW		0.33	
SELF	12/01/96	TWEEZERS	D210	22	1	1/3	BW		0.33	> not political ad

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1=HLP 3=END 4=LST 7=UP 8=DWN 24->

On Calendar year
 Paid Dec. insertions w/in 30 Days.

02/10/97 MON 11:57 FAX 212 680 6632

001

13421

TWEEZERMAN CORPORATION
 PH. 516-772-7772
 50 SEA CLIFF AVENUE
 GLEN COVE, NY 11542

CHECK NO. 13421 DATE 04/26/96 AMOUNT 016169

CHECK AMOUNT
 \$20,007.30

Twenty Thousand Seven & 30/100 Dollars

THE CONDE'NAST PUBLICATIONS, INC
 P.O. BOX 5350
 NEW YORK, NY 10087-5350

CHEMICAL

TO: *Jill Selig*

FROM: *Phil Lombardi*

180-8982

CONDE NAST
 Chemical Bank Lockbox - Expect More From Us

TWEEZERMAN CORPORATION

13421

ENDOR: 016169 / Name: THE CONDE'NAST PUBLICATIONS, INC

SELF	33064200	03/26/96	11194.50	11194.50	0.00	11194.50
ALLURE	33134800	03/26/96	8812.80	8812.80	0.00	8812.80

act 01060-000) Check Date = 04/26/96 Check Total = 20007.30

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THE CONDÉ NAST PUBLICATIONS, INC.

P.O. BOX 5350

NEW YORK, NY 10087-5350

VOGUE • ARCHITECTURAL DIGEST • GLAMOUR • MADEMOISELLE • BRIDE'S • SELF • GO
VANITY FAIR • GOURMET • BON APPETIT • CONDÉ NAST TRAVELER • DETAILS • ALLURE • STREET & SMITH

INVOICE

BILL TO: TWEEZERMAN
55 SEA CLIFF AVENUE
GLEN COVE, NY 11542-3695

073231001

OUR RECORDS ONLY

INVOICE NO:	330642001P
DATE:	03/26/96
TERMS:	NET 30
PAYMENT DUE:	04/24/96

ADVERTISER: TWEEZERMAN

073231001

MAGAZINE	SALES PERSON	BILLING INQUIRIES
SELF	1295 ZEGRAS, MARY LINDBLOM	LYNNE ZALK PHONE: 212-880-8451 FAX: 212-880-6649

SEQ	ISSUE	PRODUCT	PAGE	DESCRIPTION	AMOUNT
9 8 0 4 3 8 9	04/01/96	TWEEZERMAN	24	1 1/3 PAGE VERTICAL BLACK & WHITE NATIONAL ORDER#:ORDER DATE:02/12/96 GENERAL 1X RATE REV MRET TOGEN NET PRIOR TO COMMISSION: AGENCY DISCOUNT: TOTAL:	14,630.00 14,630.00 2,194.50- 12,435.50

INTEREST WILL BE CHARGED AT
THE RATE OF 1.5% PER MONTH
ON ALL PAST DUE BALANCES

INVOICE TOTAL

12,435.50



WE AIM TO TWEETZ™

55 Sea Cliff Avenue, Glen Cove, New York 11542-3695
• Phone: 516-676-7772
• Fax: 516-676-7998 or 516-676-8788
• Email: info@tweezerman.com
• http://www.tweezerman.com

**INSERTION ORDER
SELF MAGAZINE**

Date: February 12, 1996
Advertiser: **TWEEZERMAN**
55 Sea Cliff Avenue
Glen Cove, NY 11542
Phone: 516-676-7772
Fax: 516-676-7998
Contact: Dal LaMagna or Yvonne Leslie
Issue (s): April, 1996
Frequency: 1x
Size/Color: 1/3 page vertical, black and white, non-bleed.
Rate: \$11,191.95 net (mass retail rate)
Position: Masthead
Signature: Yvonne Leslie
Date: 2/12/96

9 8 0 4 3 8 9 5 3 1 2

Date: 2/13/96 Ad Class C: disc
Salesperson name: Leiras
Salesperson code #: 1295
To: State Dept.



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

March 5, 1997

VIA FACSIMILE AND FIRST CLASS MAIL

Patricia A. Clark, Esq.
Sabin, Bermant & Gould LLP
Attorneys at Law
350 Madison Avenue
New York, NY 10017

RE: MUR 4340

Dear Ms. Clark:

Enclosed please find the order and subpoena sent to Jack Kliger on behalf of Glamour on January 17, 1997. The Office of the General Counsel has granted an extension of fifteen days to respond.

With reference to your response to the Self order and subpoena and as we discussed over the phone, please provide a written explanation of the discrepancy between the amount listed in the response to Question 3(c) as the cost of the April 1996 advertisement (\$12,435.50) and the amount listed in the response to Question 4(h) as the amount billed (\$11,194.50).

If there are any questions, please feel free to call me at (202) 219-3400.

Sincerely,

Tonda M. Phalen
Attorney

Enclosures

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PERKINS COIE

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
607 FOURTEENTH STREET, N.W. · WASHINGTON, D.C. 20005-2011
TELEPHONE: 202 628-6600 · FACSIMILE: 202 434-1690

March 10, 1997

MAR 10 5 17 PM '97

OFFICE OF
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

Mark Allen, Esq.
Office of the General Counsel
Federal Elections Commission
999 E Street, NW
Washington, DC 20463

Re: MUR 4340

Dear Mr. Allen:

This response is filed on behalf of *TWEEZERMAN* Corporation (the "Corporation"); Dal LaMagna; Dal LaMagna for Congress (the "Committee"); and Frank Suttell, as Treasurer (collectively referred to as "Respondents") in response to the Commission's reason to believe finding dated January 17, 1997. Enclosed with this response are the Responses to Document Requests and Questions for Dal LaMagna for Congress, and Frank Suttell, as Treasurer and *TWEEZERMAN* Corporation.

The Factual and Legal Analysis misstates the facts surrounding particular arrangements made between the Corporation and the Committee, apparently largely adopting the allegations of the original complaint without reflecting the information provided by the Committee in its earlier response. Moreover, the Analysis appears to disregard the systematic efforts made by the Corporation and the Committee to ensure that corporate resources were not used to benefit the campaign. In placing the advertisements in magazines, establishing the web site, and providing office space and equipment to the Committee, the Corporation calculated in each case the fair market value of the Committee's allocable share and the Committee, in turn, paid its share of the cost.

This case presents a unique set of circumstances in which a candidate for federal office is inextricably identified with a corporation and its products. Indeed, the company was named after its founder, *TWEEZERMAN*. Mr. LaMagna, known by his close associates and acquaintances as *TWEEZERMAN*, has devoted his life to building a corporation that epitomizes his view of a responsible society. The

[25220-0001/DA970640.005]

March 10, 1997

Page 2

company, under his direction, has adopted socially responsible policies related to the work environment and has supported the community and social programs.

TWEEZERMEN prides itself on selling high quality affordable products that the company stands behind.¹ Like a candidate who runs on his record as a public official, Mr. LaMagna believed that in order for people to understand his potential contribution as a Member of Congress, they must understand these accomplishments.

Consequently, the identification between *TWEEZERMEN* Corporation and Mr. LaMagna's campaign did not involve the commitment or diversion of corporate resources to the campaign, but rather the wholly appropriate desire of the candidate to educate the public about his "record." Moreover, the Corporation and the Committee made a consistent effort to ensure that any interaction between the two entities was structured in accordance with the Federal Election Campaign Act ("FECA") and its regulations.

1. Magazine Advertisements

The Factual and Legal Analysis raises several issues regarding the cooperative advertisements run by the corporation and the Committee.² First, the Analysis states that "the regulations do not contemplate allocation between a corporation and a political committee for joint advertising." Factual and Legal Analysis, *TWEEZERMEN* Corporation at 3. While Section 106.1 of the FEC's regulations does not specifically address the allocation of joint advertising between a corporation and a political committee, there is nothing in the regulations or the Explanation and Justification that would prohibit committees from applying the allocation rules in analogous circumstances. It is common practice, in the event that a particular situation is not specifically addressed in agency regulations, to adopt prescribed methods for addressing analogous issues.

¹ Contrary to the information both in the original complaint and the Analysis, the flagship product of the company is a \$20, not \$50, tweezer.

² The Committee has acknowledged, in its earlier response, that it inadvertently left off the disclaimer in the first ad. Once the error was realized, it was too late to make changes to the ad, but all subsequent ads had the disclaimer.

March 10, 1997

Page 3

Here, the Corporation and the Committee determined the allocable share of the advertisement devoted to a campaign message in a manner consistent with the Commission's guidance regarding allocation. See, e.g., Advisory Opinion 1980-38 ("the agreement to share the expenses of the computer rental and data entry is permissible, provided that such costs are allocated between the respective committees in a manner that equitably reflects the actual use and benefit to each campaign"); Advisory Opinion 1978-67 ("regulations do not prohibit the shared use of campaign facilities by [a federal committee] and a state candidate as long as the costs of the shared facilities . . . are allocable between [the] respective campaigns").

Indeed, the position that the regulations do not contemplate allocation between a political committee and a corporation is inconsistent with the Commission's Advisory Opinions that expressly permit the sharing of office space and equipment between a business entity and federal committee on an allocated basis. See, e.g., Advisory Opinions 1996-13 (limited liability company may lease at fair market value allocable portion of office space to federal committees for fundraisers); 1986-30 (candidate may reimburse owner for allocable share of use of a sightseeing boat; "Commission regulations do not specify a particular method of computing each federal candidate's proportionate share but do require that these expenses be attributed . . ."); and 1978-34 (campaign committee may reimburse corporation for allocable share to use corporation's telephones).

Specifically, with regard to the allocation of advertising costs, the Commission approved the sale of advertising to business entities and corporations on an allocable basis to defray publication costs of a program published by the Texas State Republican Party. The Commission ruled that the amount of the allocable expenditures for federal candidates could be determined by using the formula set forth in Section 106.1:

. . . [if] any material published in the newsletter relates to Federal elections, expenses incurred for the newsletter need to be paid, on an allocated basis, from the Federal campaign committee of the Texas Republican Party. The formulas mentioned above may be used to compute the allocable amount. In addition, an allocation based upon the column inches (or space) devoted to Federal candidates as a class, without express advocacy of specific Federal candidates, may be used to determine the amount

98043095316

March 10, 1997

Page 4

of expenses required to be paid and reported by the Federal campaign committee of the Party.

Advisory Opinion 1978-46; see also Advisory Opinion 1981-3.

As the Committee's earlier response states, the FEC's Information Services line advised the Committee that the allocation procedures it proposed to use for the advertisements were reasonable and consistent with the Commission's allocation rules. Accordingly, the Committee made timely payments for its share of the placement and production costs related to each ad well within a commercially reasonable time period.

The Factual and Legal Analysis also states that the ads "on their face" are corporate contributions, even if the Committee pays its allocable share, because they "promote the candidate through association with a commercial product, thus giving the candidate something of value." Factual and Legal Analysis at 5. This conclusion is not supported by the Commission's own deliberations which are silent on the use of corporate trademarks and other intangible corporate assets in federal campaigns. The Commission stated that it has been unable to agree whether the use of such corporate resources had an ascertainable value and, if so, how to assign a value. Explanation and Justification, 60 Fed. Reg. 64268 (Dec. 14, 1995). The agency cannot now enforce such an interpretation against an unsuspecting candidate.

Further, the candidate is inextricably identified and associated with a corporate name and line of products that bear his "nickname," *TWEEZERMAN*. Under the position stated in the Commission's regulations there is no prescribed method for determining the value of such an identification with an intangible asset, nor is there any requirement to do so. Nevertheless, the Committee attempted to assign a value whenever possible, employing common business practices and the general principles of the FEC's allocation regulations as guidance.

The allocable share of the cost was consistent with the charge for a similarly situated third party. The Corporation had done cooperative advertising with other outside parties under the similar terms and conditions. Indeed, it is customary practice for the Corporation to allow other entities, including customers, to share its advertising space. The Committee was treated no differently.

Finally, the Analysis states that "the campaign's use of the phrase 'TWEEZERMAN for Congress' appears to constitute a corporate contribution." Factual and Legal Analysis at 4. Again, this position has no support either in fact or in law. Mr. LaMagna is well-known as TWEEZERMAN. In fact many people know him exclusively as TWEEZERMAN, not Dal LaMagna. Attached to this response is a letter from Daniel Howell, President of Nouvelle Methode, Inc., stating that he knew Mr. LaMagna first as TWEEZERMAN and has continued using that name to this date. See Exhibit A. Mr. LaMagna was known as TWEEZERMAN before the corporation existed and he held the right to use the name. Implicit in his granting the right to the corporation to use and register the *TWEEZERMAN* trademark was his right to continue calling himself TWEEZERMAN. Therefore, contrary to General Counsel's Analysis, the corporation did not provide the candidate or the committee with something of value. Mr. LaMagna had the right to use the name before the corporation ever registered the trademark.

2. Internet Web Sites

The Analysis also states that the Committee's failure to include a disclaimer on its web site and the corporation's link to the Committee's site violated the FECA. The Committee was simply not aware that a web site required a disclaimer. The Advisory Opinion on this subject was released in 1995 and, as a first time campaign, the Committee was not aware of the Commission's guidance on this matter.

As the Committee stated in its original response, the link between the Committee's and the Corporation's web site was free of charge. Thus, there was no in-kind contribution to the Committee from the Corporation. The Committee paid all of the costs or received in-kind contributions from an individual to establish and maintain its web site.

3. Office Space and Equipment Rental

The Corporation calculated the rental charges for office space and equipment for the Committee just as it has for other third party renters. See responses of *TWEEZERMAN* Corporation to Interrogatories 6 and 9. Contrary to the discussion in the Factual and Legal Analysis, the rent charged for office space was at an annual, not monthly, rate of \$15 per square foot. Therefore, the rent was \$150 per month and \$1,800 per year not \$1,800 per month as stated in Factual and Legal Analysis. Commercial space rental prices are generally quoted in dollars per year, not per

March 10, 1997

Page 6

month. Moreover, this rental rate was set at a reasonable fair market price for similar space in the area. This fact is supported by the Corporation's other rental arrangements with third parties in which a similar rate was charged. For example, as more thoroughly discussed in the Corporation's responses to Interrogatories, *TWEEZERMEN* rented space to Carrier Clearing Services at approximately the same rate. In that case, however, Carrier also leased parking spaces for vans resulting in a higher monthly payment.

The office space rented at the Corporation was set aside for the candidate to use, it did not serve as the campaign headquarters. In May, when the campaign began in earnest, the Committee rented a headquarters building that was 20 minutes from the Corporation. In order to ensure that the candidate did not use corporate resources for his campaign, the space at *TWEEZERMEN* was maintained for his use.

The Factual and Legal Analysis also errs in its discussion of rental charges for the fax, phone line and other office equipment. The charges identified by the General Counsel, \$27.59 and \$163.06, were not payments for the fax or phone line.³

The payments for office equipment were \$30 per month for the fax number, \$10 per month for the fax machine and \$100 per month for each of four computers. These rental payments are itemized in the corporation's responses to Interrogatories and on the Committee's FEC reports. These charges were not below market rate. Rather, they were calculated to reflect fair market value after considerable research as stated in our original response. The evidence presented confirms that the Corporation charged, and the Committee paid, fair market value for all of the office space and equipment rented in 1996, in conformance with the guidance provided by the FEC in its Advisory Opinions. See Advisory Opinions 1995-8; 1994-22; 1994-8; and 1992-19.

Conclusion

Respondents made every effort to comply with the federal campaign laws. In each instance where the Committee used the Corporation's offices or equipment, procedures were established to ensure that fair market value was paid promptly. Respondents sought guidance from the FEC, through its Information Services line, to

³ These payments were for Internet hookup charges and related telephone charges.

March 10, 1997
Page 7

confirm that the practices and procedures implemented were in compliance with the FECA and its regulations. The information provided in this response and accompanying Interrogatories demonstrates that Respondents made every effort to ensure that corporate resources were not used to support Mr. LaMagna's candidacy without adequate payment.

Respondents recognize, however, that certain inadvertent errors were made. Through an unintentional error and inexperience, the disclaimer was left off of the first magazine advertisement and it was not possible to correct this mistake before the printing deadline. Similarly, the Committee discovered after its web site was designed that it should have had a disclaimer. The Committee corrected these errors in its subsequent activity. In light of these limited errors, due largely to inexperience, and the fact that Mr. LaMagna lost the election, Respondents do not believe the FEC should take any action against the Corporation, Mr. LaMagna or the Committee. If, however, the Commission is unwilling to dismiss this case, Respondents wish to explore pre-probable cause conciliation to settle this matter.

Sincerely,



B. Holly Schadler
Counsel to Respondents

Enclosures

BHS:kns

90043095320

Nouvelle Méthode, Inc.

c/o Taylor Holcomb & Co. P.A. • Box 12465 • Shawnee Mission, KS 66282-2465
tel (800) 421-8930 fax (800) 382-5302

30 January 1997

Mr. Dal "Tweezerman" Lamagna
Tweezerman, Inc.
55 Sea Cliff Avenue
Glen Cove, NY 11542

Dear Dal:

Since speaking with you on the phone, I have tried to recall our first meeting.

I believe it was in the early 80's, when you were first getting started in the beauty business. Everyone knew you as Tweezerman then, myself included. I remember asking for you on the phone as Tweezerman, and I remember everyone calling you Tweezerman at shows. It was only months later that I actually learned your name.

Dal, you are, always have been, and always will remain Tweezerman to me.

Regards,

Daniel Howell
Daniel Howell
President

td

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STATEMENT OF DESIGNATION OF COUNSEL

MUR 4340

NAME OF COUNSEL: B. HOLLY SCHADLER

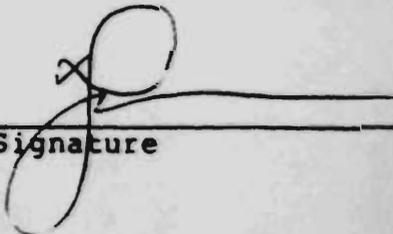
ADDRESS: PERKINS COIE

607 FOURTEENTH ST N.W.
WASHINGTON, D.C. 20005-2011

TELEPHONE: 202-628-6600

The above-named individual is hereby designated as my
counsel and is authorized to receive any notifications and other
communications from the Commission and to act on my behalf before
the Commission.

1-29-97
Date


Signature

RESPONDENT'S NAME: DALLAMANA PRESIDENT

ADDRESS: TWEETZEMAN CORPORATION
55 SEA CLIFF AVENUE
GLEN COVE NY 11542-3695

HOME PHONE: _____

BUSINESS PHONE: 516-676-7772 X34

RECEIVED

PERKINS COIE

98043895322

BEFORE THE FEDERAL ELECTION COMMISSION

MUR 4340

RESPONDENT: Dal LaMagna for Congress; Frank Suttell, as Treasurer

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

MAR 10 5 28 PM '91

Response to Document Requests and Questions

Mr. LaMagna and Mr. Suttell are capable of furnishing testimony concerning these responses. Mr. LaMagna prepared the responses with information from Frank Suttell and Yvonne Leslie, Director of Advertising, *TWEEZERMAN* Corporation.

For each advertisement promoting both Dal LaMagna's 1996 congressional campaign and *TWEEZERMAN* Corporation,

1. **Provide a copy of the advertisement;**

Response: Copies of the advertisements are attached as Exhibit A.

2. **Identify the location where the ad ran;**

Response: See chart below at response 6.

3. **Identify the person(s) who created the advertisements and the person(s) who made the distribution arrangements for the advertisements, and describe their role(s);**

Response: Yvonne Leslie handled the placement and arrangement for all of the ads. Ms. Leslie was a campaign volunteer.

Occupation and Connection to any Party to the Proceeding: Director of Advertising, *TWEEZERMAN* Corporation.

Business Address: 55 Sea Cliff Avenue, Glen Cove, NY 11542

Home Address: P.O. Box 586, Port Washington, NY 11050

Telephone: 516-676-7772

98043095323

4. State how much Dal LaMagna for Congress ("the Committee") paid for the advertisement;

Response: See chart below at response 6.

5. Provide an explanation of how the amount of such payment was calculated;

Response: The amount of each payment was calculated based on the allocable percentage of the ad space used by the Committee.

6. State when the Committee made the payment(s), identify the payee, and indicate where the payment(s) appear on the Committee's disclosure reports; and

Response:

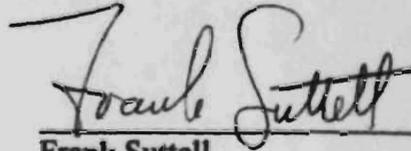
<u>MAGAZINE</u>	<u>ISSUE DATE</u>	<u>DLC PAID</u>	<u>HOW CALC.</u>	<u>DATE PAID</u>	<u>PAYEE</u>	<u>WHERE ON REPORT</u>
GLAMOUR	APRIL	934.05	6.20%	4/17/96	TWZM	FEC-3 JULY 15-SCH B p6
GLAMOUR	MAY	925.31	6.20%	4/30/96	TWZM	FEC-3 JULY 15-SCH B p6
GLAMOUR	JUNE	925.31	6.20%	5/31/96	TWZM	FEC-3 JULY 15-SCH B p6
SELF	APRIL	559.73	5.00%	4/30/96	TWZM	FEC-3 JULY 15-SCH B p6
ALLURE	APRIL	444.44	5.00%	4/17/96	TWZM	FEC-3 JULY 15-SCH B p6
ALLURE	MAY	442.68	5.00%	4/30/96	TWZM	FEC-3 JULY 15-SCH B p6
CREATIVE DESIGNER	MAY/ JUNE	105.93	7.60%	4/17/96	TWZM	FEC-3 JULY 15-SCH B p6
NAILS	MARCH	165.75	5.00%	4/17/96	TWZM	FEC-3 JULY 15-SCH B p6
NAILS	MAY	165.75	5.00%	4/30/96	TWZM	FEC-3 JULY 15-SCH B p6

7. If an agreement between the Committee and any other person(s) regarding the advertisement was reduced to writing, provide a copy.

Response: No agreements were reduced to writing.

98043895324

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 7 day of March, 1997.



Frank Suttell
Treasurer
Dal LaMagna for Congress

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GLAMOUR

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WOMEN AND CHEATING

the lust, the lies, the reasons why

9 NEW STYLE ESSENTIALS

LOVE GROWS
diary of a newlywed man

119 BEAUTY STEALS & SPLURGES

YOU CAN DO IT!
4 WEEKS TO A SEXY

25 REASONS WE LIKE MEN
JUST THE WAY THEY ARE

YOUR HEALTH DOLLAR
savvy ways to stretch it

9 8 0 4 3 3 9 5 3 2 6



9 0 0 4 3 3 9 5 3 2 7



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Vote for Dal LaMagna in the
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Paid For By Dal LaMagna For Congress

Contributors

"When a woman cheats, she often gains a new, outsider's perspective on her primary relationship. If she's the type who marched lockstep through years of marriage, breaking stride can be a good thing," says Amy Pagnozzi. For "Why Women Are Cheating—And Not Feeling Guilty" (page 256), she interviewed women who had affairs and tells what roles the cheating played in their lives. "I saw the evolution these women went through and realized that a person who can be selfish in a relationship also has the ability to do something for herself, even if it turns out to be the wrong thing," says Pagnozzi, who often writes commentary on social issues.



Amy Pagnozzi



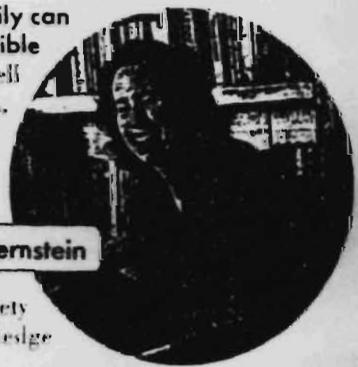
Rand Richards Cooper

"While living abroad, I found a wider acceptance of nonsexual relationships between men and women," says Rand Richards Cooper. In this month's His column, "The Locker Room" (page 286), he explores what happens when he is confronted with nonsexual nakedness and the consequences of breaking the invisible barriers between men and women. The author of two short-story collections, Cooper writes about the everyday dilemmas men find themselves in.

"Men identify with my stories," he says, "but women are also drawn to them because

they give a sense of why we men do the things we do." Cooper's most recent book is *Big as Life: Stories about Men* (Dial Press).

"Our society's emphasis on the nuclear family can lead us to believe that we should be responsible only for taking care of our own family," says Nell Bernstein, author of this month's Bridges column, "Other People's Children" (page 132). Bernstein, who edits *YO! (Youth Outlook)* at the Pacific News Service in San Francisco, envisions a society in which people treat all children like family regardless of blood ties. "Working with young people, I see how they look out for each other," she says. "In a society obsessed with boundaries, we need to acknowledge that our lives are already interconnected."



Nell Bernstein



Karen Houppert

"This woman's honesty about the rape—her willingness to delve into the issues and plow through them emotionally—may be what has speeded her recovery process," says Karen Houppert about the rape survivor, Jeannie, she interviewed for her article "After the Rape" (page 274). Houppert details the woman's efforts to cope with the trauma and tells how she rebuilt her life in the aftermath. "Hopefully her story will give other rape victims license to talk about their experiences," she says. "Verbalizing their fears gives their friends and families

a greater understanding of how they are struggling to cope." An award-winning reporter at *The Village Voice*, Houppert writes about social and political issues.

MAY \$2.50

SEXUAL REGRETS?

what they can teach you

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one man's

ing diary

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Get-ready guide for YOUR MOST BEAUTIFUL SUMMER

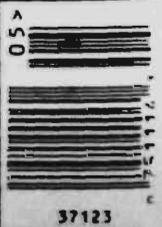
STALKED!

Why the new laws won't protect you

29 THINGS THAT CAN SPARK GREAT SEX

When to give up on GETTING PREGNANT

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Michelle Allison Fuentes, *Bookings Editor*

Mary Alice Stephenson, *Associate Fashion Editor*

Joni Cohen, *Accessories/Shoe Editor*

Kelli Delaney, *Associate Editor*

Sydne Bolden, *Market Editor*

Heather A. Larson, *Bookings Assistant*

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Stephanie Sterling, *Senior Designer*

Emiliano Neri, *Electronic Designer*

Photo Claudia Lebenthal, *Editor*

R. W. Beinner, *Associate Photo Editor*

Copy Anne M. Lazarony, *Editor*

Jennifer P. Howze, *Associate*

Research Eileen Baum, *Editor*

Christopher J. Taylor, *Associate*

Production Kristen Rayner, *Director*

Andrew Cutrone, *Manager*

Phyllis Bowen, *Associate*

Editorial Manager Tricia Trask

Assistant to the Editor in Chief Valerie Miller

Assistant Editors Kimberly Reilly, Jennifer Tung, Kristina Zimbalist

Editorial Assistants Shana Dishell, Stephanie Huet,

Jennifer Laing, Paul Angelo Potzy,

Courtney Carol Small, Helen A. Wilson

Editor at Large Joan Kron

Writer at Large Tracy Young

Contributing Editors Kevyn Aucoin, Judy Bachrach, Martha Barnette,

Carrie Donovan, Richard Flantz, Meryl Gordon,

Nina Griscom, Dianne Lange, Judith Newman,

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MAY
1996 \$2.50

allure

**Flawless
Makeup**
4 Looks That
Dare to
Be Pretty

**THE NEW
SUNTAN**
HIGH TECH
HIGH RISK

Beauty Rx

Disaster Relief
For Hair, Skin,
Nails, and Ego

**15-SECOND
WORKOUTS**
(MORE OR LESS)

**FAT AND
LOATHING**
Why Women Hate
Their Bodies

You Tell Us
Allure
Beauty

9 8 0 4 3 8 9 5 3 3 6



TWEEZERMAN

LUSCIOUS LASHES



Curl your lashes with our new no pinch, no stick, gentle lash curler. Warm pad for a super curl. After applying mascara remove excess by using our Gold Plated Metal Tooth lash comb. Repeat several times for perfect lashes.

Available at:
SALLY BEAUTY
SUPPLY
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<http://www.tweezerman.com>

TWEEZERMAN FOR U.S. CONGRESS IN '96
Vote for Del. LaMagna for U.S. Congress
District 3 on Long Island, New York
(Paid for by Del. LaMagna for Congress)

allure

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Senior Writers Kathy Healy Meme!!, Christian Wright

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Kelli Delaney, *Associate Editor*

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Nina Griscorn, Dianne Lange, Judith Newman,

Jeannie Ralston, Patricia Raynes, Jeffrey Slonim

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Editorial Director JAMES TRUMAN

9 3 0 4 3 3 7 6 3 3 7

PROFESSIONAL HAIRCUTTING SHEARS

High quality shears with extremely sharp blades and smooth cutting action. Handmade and honed to perfection. Stainless Steel.

FREE LIFETIME SHARPENING

Available at SALLY BEAUTY SUPPLY 1 800 284-SALLY

#208710 Thinning Shears
#208720 7 1/2" Shears
#208700 5 1/2" Shears (shown)



12



On the cover: Pretty woman Julia Roberts, who's blessed with tresses all of America envies. For more on Julia's crowning glory, see page 16. Photographed by Barry King/Gamma-Liaison.

may/june



8

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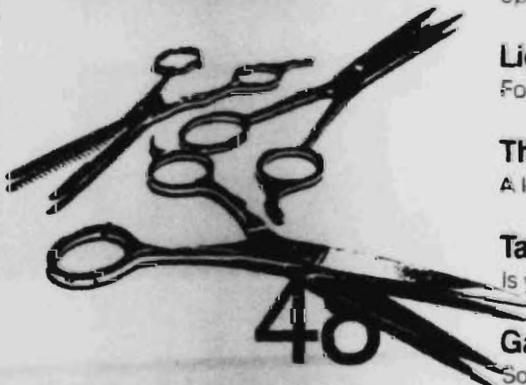
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40

Find us on the Internet at www.tweezerman.com

TWEEZERMEN FOR U.S. CONGRESS IN '96
Vote for Dai LaMagna for U.S. Congress
District 3 on Long Island, New York
(Paid for by Dai LaMagna for Congress)

9 3 0 4 3 0 9 5 3 3 9

MOBIT PUBLICATION

MARCH 1996

\$5

NAILS®

*It's
Spring!*
Colors That
Captive the Senses

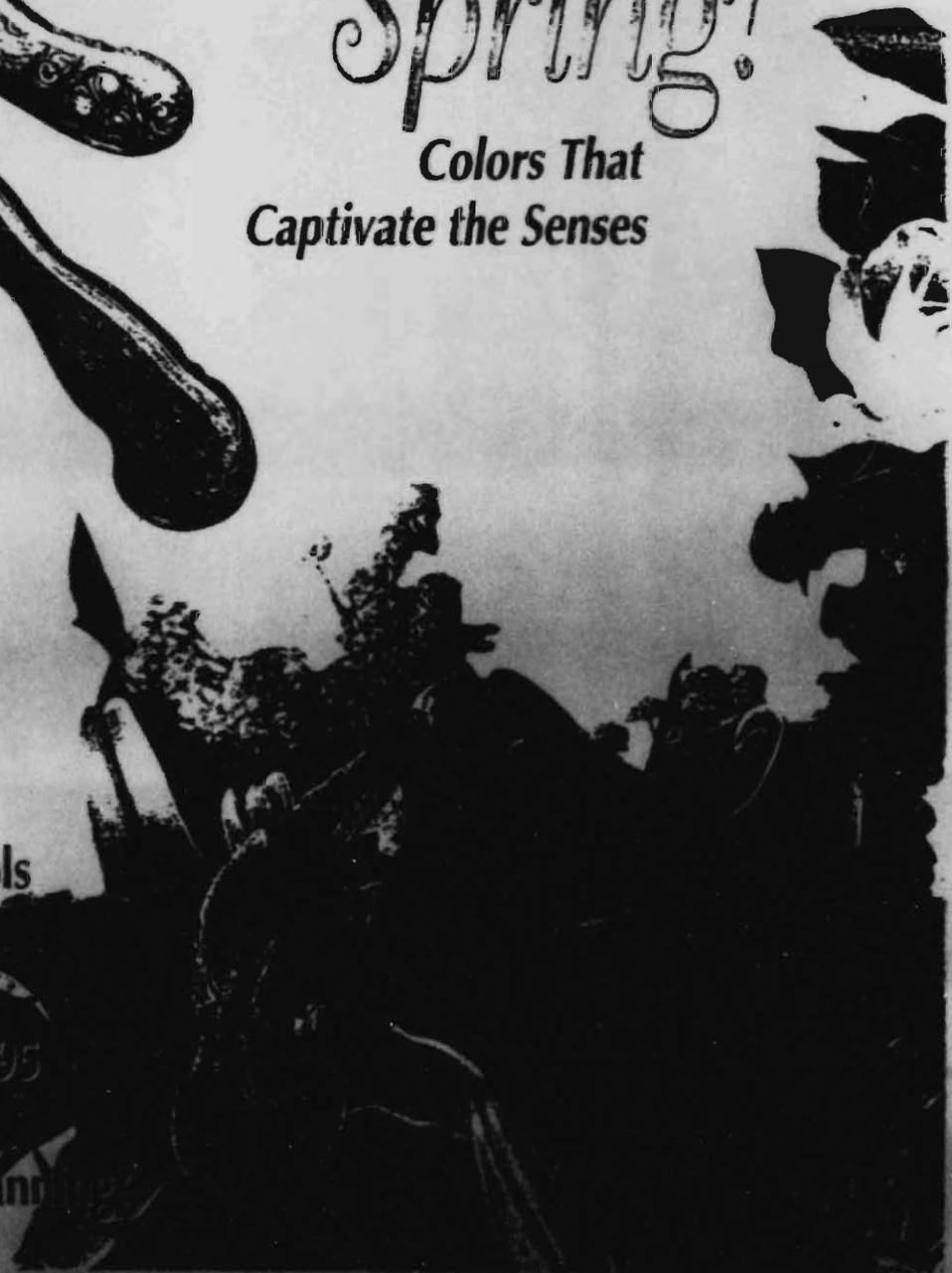


9304309340

The State of Schools

NAILS' Top 25
Competitors of 1995

Should You Add Tanning



Extra profits for you... Extra protection for your clients.

Popular CareKits are available in 12 different sizes to please your clients with
 quality, safety and convenience, while adding
 extra profit to your bottom line.

TWEEZERMAN

Today hygiene means everything! Use our
 CareKits at home or ensure a safe service
 at your salon. Bring your own CareKit to
 your salon professional. CareKits contain
 TWEEZERMAN Professional Beauty Tools.
 See-through cases are designed to fit perfectly
 in your medicine cabinet. Great for travel.
 Great for gifts. Enjoy!

CareKits

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- Use at Home or Bring to Your Salon
- Free Lifetime Sharpening
- Great Gift



CareKits

- Manicure Kit
- Deluxe Eyecare Kit
- Men's Grooming Kit
- Pedicure Kit

...packaging
 ...display
 ...be missed.
 ...their own
 ...kits and
 ...their fear of
 ...contamination.

TWEEZERMAN
 FOR CONGRESS '96
 Vote for Dal La Magna in
 District 3 on Long Island.

FOR MORE INFORMATION CALL TWEEZERMAN® 516 676-7772

Need more info? Circle Reader Service #110

PUBLICATION

MAY 1996

\$5

NAILS®

We've Got
Winners!

Best Reader
Nail Art of 1995

NAILS Annual
Graphics Contest

Airbrush
Problems?

Solve Them
With Our
Handy Guide

ANTIQUE TREASURES

Nail Products From the Past

9304387342

TWEEZERMAN® PROFESSIONAL BEAUTY TOOLS

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 Hair Removal
 Tweezer



Invented by
TWEEZERMAN®
 in 1981.
 Available in
 fun colors for
 Salons to retail.

PERFECT CUTICLE

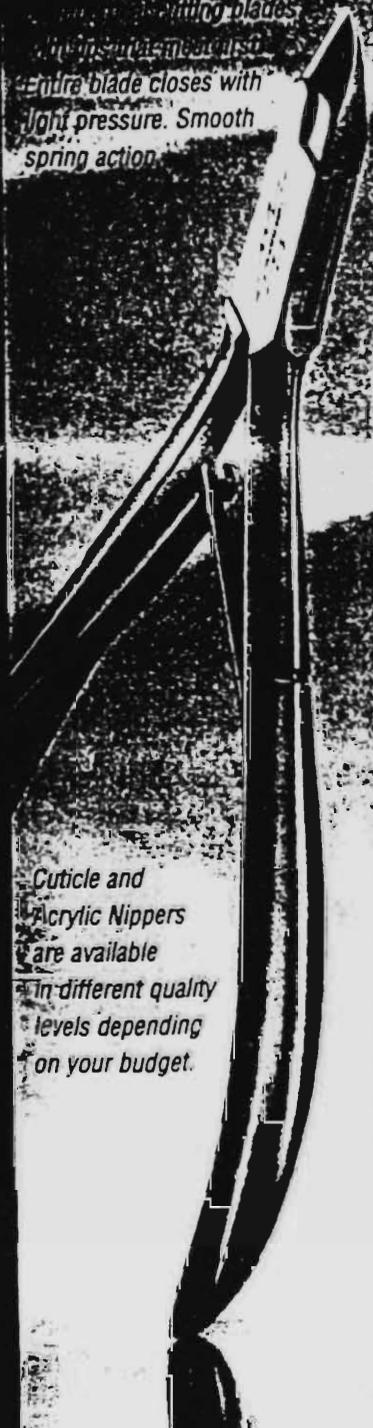
Patented
 Solid Stainless
 Thin pushing edge
 lift cuticle. Does not
 scratch nail. Knurled
 body assures
 controlled grip



No. 1000
 Cuticle Pusher
 Made in USA

PERFECT MANICURES

Patented
 Sharpening blades
 Thin stainless
 Entire blade closes with
 light pressure. Smooth
 spring action



Cuticle and
 Acrylic Nippers
 are available
 in different quality
 levels depending
 on your budget.

AT BEAUTY DEALERS EVERYWHERE

LIFETIME SHARPENING GUARANTEE - We sharpen our implements which have become dull through normal use FREE. No shipping and handling. No processing fees. DO NOT RETURN IMPLEMENTS TO DEALERS. Send implement to: **SHARPMAN™**, 55 Sea Cliff Avenue, Glen Cove, NY 11542. We replace broken springs at no charge. If implement has been damaged send \$5.00 for repair.

TWEEZERMAN FOR CONGRESS IN 1988. Vote for Cut Care and Beauty!

Need more info? Circle Reader Service #108

BEFORE THE FEDERAL ELECTION COMMISSION

IN THE MATTER OF:

TWEEZERMEN Corporation,
Dal LaMagna, as President

Respondent.

MUR 4340

May 10 5 18 PM '97

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

RESPONSE TO DOCUMENT REQUESTS AND QUESTIONS

Mr. LaMagna is capable of furnishing testimony concerning these responses.

Mr. LaMagna prepared the responses with information from Frank Suttell, *TWEEZERMEN* Corporation, and Yvonne Leslie, Director of Advertising, *TWEEZERMEN* Corporation.

1. Identify all persons who own 1% or more of each class of stock in *TWEEZERMEN* Corporation, and state the percentage of ownership of each such person.

RESPONSE:

Pursuant to a telephone conversation between Respondent's counsel, Holly Schaeffer, and Mark Allen, this response provides the name of the majority shareholder and whether *TWEEZERMEN* Corporation is a Subchapter S or C corporation.

There is one class of stock, common stock, in *TWEEZERMEN* Corporation.

As of January 1, 1996, and through September 30, 1996, Dal La Magna owned 81.28 percent of common stock. He now owns 75.28% of common stock.

Occupation: Founder CEO
Business Address: 55 Sea Cliff Avenue, Glen Cove, NY 11542
Telephone: (516) 676-7772 ext. 34
Home Address: 24 Bay Avenue, Sea Cliff, NY 11759
(516) 759-4953

Connection to any party in this proceeding: Respondent in this proceeding.
TWEEZERMEN Corporation is a Subchapter S Corporation.

9 8 0 4 3 8 9 5 3 4 4

2. Identify the officers and directors of *TWEEZERMAN* Corporation.

RESPONSE:

Dal LaMagna is President and a Director of *TWEEZERMAN* Corporation. See above.

Alfred C. LaMagna is Vice President and a Director of *TWEEZERMAN* Corporation.

Occupation: Retired
Business Address: None
Home Address: 940 SW 18th Street, Boca Raton, FL 33486
Telephone: (407) 392-9134
Connection to any party in this proceeding: Father of Dal LaMagna

Seraphine LaMagna is Treasurer and a Director of *TWEEZERMAN* Corporation.

Occupation: Treasurer and Director of *TWEEZERMAN* Corporation
Business Address: 55 Sea Cliff Avenue, Glen Cove, NY 11542
Telephone: (516) 676-7772
Home Address: 113 Carpenter Avenue, Sea Cliff, NY 11579
Telephone: (516) 674-0344
Connection to any party in this proceeding: Sister of Dal LaMagna

Lisa Bowen is Secretary of *TWEEZERMAN* Corporation.

Occupation: Employee and Officer of *TWEEZERMAN* Corporation
Business Address: 55 Sea Cliff Avenue, Glen Cove, NY 11542
Telephone: (516) 676-7772
Home Address: 352 Burkhard, Mineola, NY 11501
Telephone: (516) 741-1398
Connection to any party in this proceeding: Employee and Officer of *TWEEZERMAN* Corporation.

3. For each advertisement promoting both *TWEEZERMAN* Corporation and Dal LaMagna's 1996 congressional campaign.

- a. Provide a copy of the advertisement;
- b. Identify the specific location where the advertisement ran, such as the name and magazine or newspaper or name of radio or television station;
- c. Identify the person(s) who created the ad and the person(s) who made the distribution arrangements for the advertisements, and describe their role(s);
- d. State how much *TWEEZERMAN* Corporation paid for the advertisement;

9 3 0 4 3 8 9 5 3 4 5

- e. Provide an explanation of how the amount of such payment was calculated;
- f. State when *TWEEZERMAN* Corporation made the payments and identify the payee;
- g. Provide a copy of each agreement between *TWEEZERMAN* Corporation and any other person(s) regarding the advertisement.

RESPONSE:

- a. Copies of advertisements are attached as Exhibit A.
- b. See chart below.
- c. See chart below.
- d. See chart below.
- e. The amount paid is the invoiced charge for the advertisement from the publisher to run the ad.
- f. See chart below.
- g. Copies of agreements are attached as Exhibit B.

MAGAZINE	ISSUE DATE ¹	PERSON WHO CREATED AD	PAYEE	AMOUNT PAID	DATE PAID
GLAMOUR	APRIL	YVONNE LESLIE	CONDE NASTE	14,924.30	4/12/96
GLAMOUR	MAY	YVONNE LESLIE	CONDE NASTE	14,924.30	5/10/96
GLAMOUR	JUNE	YVONNE LESLIE	CONDE NASTE	14,924.30	6/7/96
SELF	APRIL	YVONNE LESLIE	CONDE NASTE	11,194.50	4/26/96
ALLURE	APRIL	YVONNE LESLIE	CONDE NASTE	8,812.80	4/26/96
ALLURE	MAY	YVONNE LESLIE	CONDE NASTE	8,853.60	5/31/96
CREATIVE	MAY/JUNE	YVONNE LESLIE	FAIRCHILD	1,449.25	6/7/96
NAILS	MARCH	YVONNE LESLIE	BOBIT PUBLISH	3,315.00	3/15/96
NAILS	MAY	YVONNE LESLIE	BOBIT PUBLISH	3,315.00	5/2/96

¹ 1996 dates.

93043895346

4. For each advertisement listed in response to question 3, state whether any person paid to *TWEEZERMAN* Corporation part of or all of the cost, and if so,

- a. Identify the person;
- b. State how much the person paid *TWEEZERMAN* Corporation;
- c. Provide an explanation of how the amount of payment was calculated;
- d. State when the person made the payment to *TWEEZERMAN* Corporation.

RESPONSE:

- a. See chart below.
- b. See chart below.
- c. The Committee paid the corporation the total cost of the portion of the ad allocable to the Committee's message and all related ad production costs. See below for the actual percentage of the cost for each ad.
- d. See chart below.

MAGAZINE	ISSUE DATE	Dal LaMagna for Congress PAID	CALCULATED PERCENTAGE	WHEN PAID
GLAMOUR	APRIL	934.05	6.20%	4/17/96
GLAMOUR	MAY	925.31	6.20%	4/30/96
GLAMOUR	JUNE	925.31	6.20%	5/31/96
SELF	APRIL	559.73	5.00%	4/30/96
ALLURE	APRIL	444.44	5.00%	4/17/96
ALLURE	MAY	442.68	5.00%	4/30/96
CREATIVE DESIGNER	MAY/ JUNE	105.93	7.60%	4/17/96
NAILS	MARCH	165.75	5.00%	4/17/96
NAILS	MAY	165.75	5.00%	4/30/96

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5. Describe the office space and equipment such as facsimile machine, telephone, telephone line, and photocopier, that *TWEEZERMAN* Corporation rented to Dal LaMagna for Congress or Dal LaMagna or any other person in connection with Dal LaMagna's 1996 congressional campaign.

RESPONSE:

TWEEZERMAN Corporation only entered into such transactions with the Dal LaMagna for Congress Committee (the "Committee").

Office Space - The Committee rented 120 square feet of office space from *TWEEZERMAN* Corporation.

Campaign Fax Number - The corporation leased a telephone line that was dedicated to the campaign for its exclusive use.

Rental of Fax Machine - The corporation rented a fax machine to the Committee.

Computers - The corporation rented four computers to the Committee.

Photocopier - The corporation did not rent a photocopier to the Committee.

6. For the office space and for each item of equipment identified in response to question 5:

- a. Identify the person renting from *TWEEZERMAN* Corporation (the "renter").
- b. State the rental price per month or other periodic basis;
- c. State the period of time it was so rented;
- d. Provide an explanation of how the rental price was determined;
- e. State whether the *TWEEZERMAN* Corporation billed or invoiced the renter, and if so, the date(s) and amount(s) of the bill(s) or invoices(s);
- f. State the amount and date of each payment the renter paid *TWEEZERMAN* Corporation;
- g. Provide a copy of each agreement between *TWEEZERMAN* Corporation and the purchaser.

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RESPONSE:

- a. In all cases, the renter was Dal LaMagna for Congress.
- b. See chart below.
- c. See chart below.

<u>ITEM</u>	<u>MONTHLY RENTAL</u>	<u>RENTED FROM</u>	<u>TO</u>
FAX PHONE LINE	30.00	2/1/96	11/30/96
FAX MACHINE	10.00	2/1/96	11/30/96
4 COMPUTERS	200.00	2/1/96	11/30/96
OFFICE SPACE	150.00	2/1/96	to present

- d. Office Space - The rental charge was calculated by the square footage occupied by the Committee. Based on a survey, office space of this type rents for between \$8 and \$15 per square foot per year. The corporation charged \$15 per square foot per year because it was a short term rental and included certain amenities (consistent with the corporation's general practice) such as use of bathrooms. The total rental charged was \$150 per month, \$1,800 per year, for one office of 120 square feet.

Campaign Fax Number - The corporation charged the Committee \$30 per month for the line which is what the corporation pays for the line rounded up to the nearest dollar.

Fax Machine - The corporation's rental charge of \$10 per month is based on the cost of the machine and the standard rental rate for a similar machine.

Computers (4) - The rental charge of \$100 per month for each computer is based on the cost of the machine and the standard rental rate for similar machines.

- e. **TWEEZERMAN** Corporation did not present formal invoices to the Committee.
- f.

<u>ITEM</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>PERIOD</u>
Rent - Office	4/5/96	300.00	FEB & MARCH
Rent - Office	4/30/96	300.00	APRIL & MAY
Rent - Office	5/30/96	150.00	JUNE
Rent - Office	6/28/96	150.00	JULY
Rent-Equipment	4/30/96	1,760.00	FEB THRU MAY
Rent-Equipment	5/31/96	440.00	JUNE
Rent-Equipment	6/28/96	440.00	JULY
Rent-Equipment	7/31/96	240.00	AUGUST
Rent-Office	7/31/96	150.00	AUGUST

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Rent - Eq & Off	8/30/96	390.00	SEPTEMBER
Rent - Eq & Off	9/30/96	390.00	OCTOBER
Rent - Eq & Off	10/31/96	390.00	NOVEMBER
Rent - Office	12/2/96	150.00	DECEMBER
Rent - Office	1/6/96	150.00	JANUARY, 97

g. There were no written agreements between *TWEEZERMEN* Corporation and Dal LaMagna for Congress.

7. Describe any and all equipment such as facsimile machine, telephone line, and photocopier, that *TWEEZERMEN* Corporation sold to Dal LaMagna for Congress or Dal LaMagna or any other person in connection with Dal LaMagna's 1996 congressional campaign.

RESPONSE:

No equipment was sold to the Committee or anyone connected to the Committee.

8. For each item of equipment identified in response to question 7,

- a. Identify the person purchasing from *TWEEZERMEN* Corporation ("the purchaser");
- b. State the purchase price;
- c. State the date of purchase;
- d. Provide an explanation of how the purchase price was determined.
- e. State whether the *TWEEZERMEN* Corporation billed or invoiced the purchaser, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);
- f. State the amount and date of each payment the purchaser paid *TWEEZERMEN* Corporation; and
- g. Provide a copy of each agreement between *TWEEZERMEN* Corporation and the purchaser.

RESPONSE:

No equipment was sold to the Committee or to anyone connected to the Committee.

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9. For each other person to whom *TWEEZERMAN* Corporation has rented office space and or equipment such as facsimile machine, telephone, telephone line, and photocopier, since January 1, 1993,

- a. Identify the person renting from *TWEEZERMAN* Corporation;
- b. State the rental price per month or other periodic basis;
- c. State the period of time it was so rented;
- d. Provide an explanation of how the rental price was determined;
- e. State whether the *TWEEZERMAN* Corporation billed or invoiced the renter, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);
- f. State the amount and date of each payment the renter paid *TWEEZERMAN* Corporation; and
- g. Provide a copy of each agreement between *TWEEZERMAN* Corporation and the renter.

RESPONSE:

The company did not rent office machines or telephone lines to any other party since January 1, 1993. The company rented office, warehouse, parking and garage space to the following entities:

a-g. Iglesia Apostoles & Profetas/Francisco Oliva rented 2300 feet of space from *TWEEZERMAN* Corporation. (The entire second floor of the building). The rental price per month was \$1,600 per month (\$8.34 per foot/year) from July 1, 1992 to July 31, 1993. The rental price from August 1, 1993 to October 30, 1994 was \$2,000 per month (\$10.43 per foot). The price was determined by negotiation.

No invoices or bills were sent to the renter. Rental payments were made on a monthly basis. A copy of the rental agreement is attached as Exhibit C.

a-g Carrier Clearing Services, Inc. (DBA Tiffany Transport) rented 465 feet of office space plus parking for 4 vans overnight and 5 cars during the day from *TWEEZERMAN* Corporation from the period of July 1, 1993 to March 31, 1994 for a monthly rent of \$1,000 and from April 1, 1994 to March 31, 1995 for a monthly rent of \$1,200. From April 1, 1995 to November 4, 1995 Carrier Clearing Services added an additional van and

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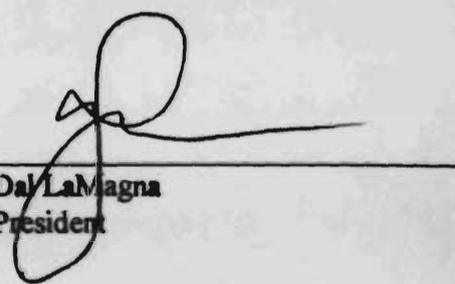
car plus rented one of the garages on *TWEEZERMAN* Corporation's property for an additional \$450 per month bringing the total monthly rent up to \$1,650 per month. Carrier was renting not only office space but also parking space on the Corporation's property and during the last term of the lease, a garage. Parking Space for a van (truck) during the night and car during the day were negotiated to be \$150 each. (See addendum for original lease which gives option for additional van/car at \$150). The value for the office space was determined to be worth \$400 per month initially. An additional fee of \$600 for the parking the 4 vans and 5 cars made the total \$1,000 per month. The amount of space originally rented in the small building was approximately 310 square feet (approximately \$15.50 per foot per year rent). Then it was increased to the entire building (465 feet) on April 1, 1995 resulting in an increase of \$200 per month. The last increase in April, 1995 resulted from Carrier adding one van/car at \$150 and renting one garage at \$250. These rents were all negotiated and reflected market conditions. A copy of the agreement is attached as Exhibit D.

No invoices or bills were sent to the rentor. Rental payments were made on a monthly basis.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the

United States of America that the foregoing is true and correct. Executed this 7 day of

MARCH, 1997.



Dal LaMagna
President

98043895352

EXHIBIT A

98043895353

GLAMOUR

APRIL \$2.50

WOMEN AND CHEATING

the lust, the lies,
the reasons why

9 NEW STYLE ESSENTIALS

LOVE GROWS

diary of a newlywed couple

119 BEAUTY STEALS & SPLURGES

YOU CAN DO IT!
4 WEEKS TO A SEXY

25 REASONS WE LIKE MEN
JUST THE WAY THEY ARE

YOUR HEALTH DOLLAR

savvy ways to stretch it

9 8 0 4 3 6 9 3 5 4



9 6 0 4 0 0 7 3 5 0

TWEEZERMAN
PROFESSIONAL BEAUTY TOOLS™

CareKits™
Manicure and
Complete Grooming Kits

Available At:
TRADE SECRET SALONS • 1-800-888-1117
Participating
MERLE NORMAN STUDIOS • 1-800-40MERLE
VISIT US AT [HTTP://TWEEZERMAN.COM](http://TWEEZERMAN.COM)
TWEEZERMAN FOR CONGRESS IN '96
Vote for Dal LaMagna in the
Third District on Long Island
Paid For By Dal LaMagna For Congress

Contributors

"When a woman cheats, she often gains a new, outsider's perspective on her primary relationship. If she's the type who marched lockstep through years of marriage, breaking stride can be a good thing," says Amy Pagnozzi. For "Why Women Are Cheating—And Not Feeling Guilty" (page 256), she interviewed women who had affairs and tells what roles the cheating played in their lives. "I saw the evolution these women went through and realized that a person who can be selfless in a relationship also has the ability to do something for herself, even if it turns out to be the wrong thing," says Pagnozzi, who often writes commentary on social issues.



Amy Pagnozzi



Rand Richards Cooper

"While living abroad, I found a wider acceptance of nonsexual relationships between men and women," says Rand Richards Cooper. In this month's His column, "The Locker Room" (page 286), he explores what happens when he is confronted with nonsexual nakedness and the consequences of breaking the invisible barriers between men and women. The author of two short-story collections, Cooper writes about the everyday dilemmas men find themselves in.

"Men identify with my stories," he says, "but women are also drawn to them because they give a sense of why we men do the things we do." Cooper's most recent book is *Big as Life: Stories about Men* (Dial Press).

"Our society's emphasis on the nuclear family can lead us to believe that we should be responsible only for taking care of our own family," says Nell Bernstein, author of this month's Bridges column, "Other People's Children" (page 132). Bernstein, who edits *YO! (Youth Outlook)* at the Pacific News Service in San Francisco, envisions a society in which people treat all children like family regardless of blood ties.

"Working with young people, I see how they look out for each other," she says. "In a society obsessed with boundaries, we need to acknowledge that our lives are already interconnected."



Nell Bernstein



Karen Houppert

"This woman's honesty about the rape—her willingness to delve into the issues and plow through them emotionally—may be what has speeded her recovery process," says Karen Houppert about the rape survivor, Jeannie, she interviewed for her article "After the Rape" (page 274). Houppert details the woman's efforts to cope with the trauma and tells how she rebuilt her life in the aftermath. "Hopefully her story will give other rape victims license to talk about their experiences," she says. "Verbalizing their fears gives their friends and families

a greater understanding of how they are struggling to cope." An award-winning reporter at *The Village Voice*, Houppert writes about social and political issues.

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On the cover: Pretty woman Julia Roberts, who's blessed with tresses all of America envies. For more on Julia's crowning glory, see page 16.

Photographed by Barry King/Gamma-Liaison.

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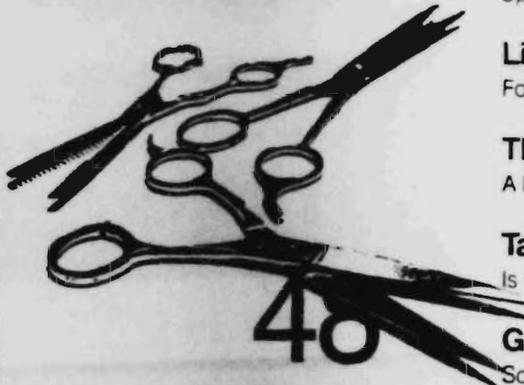
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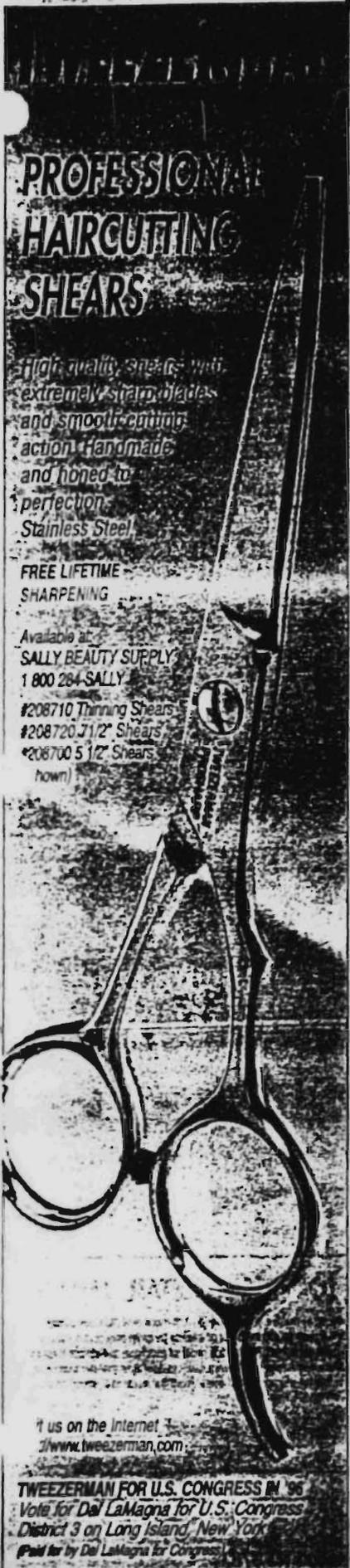
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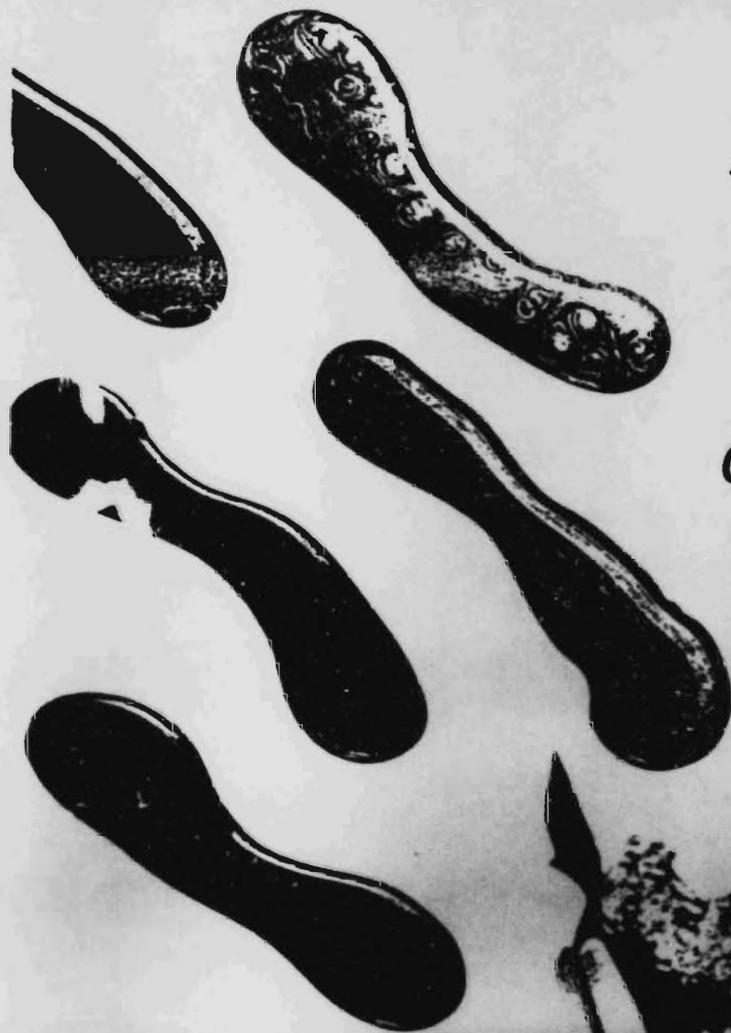
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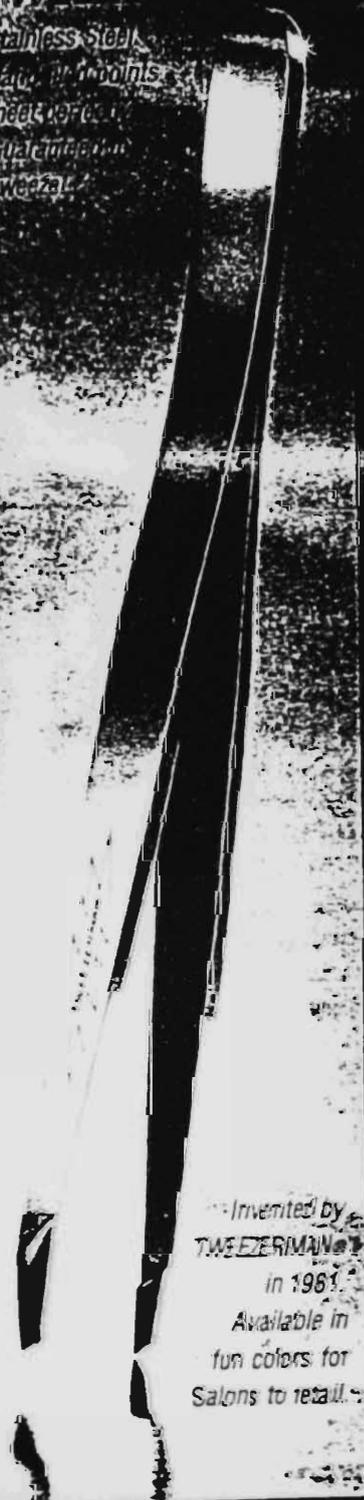
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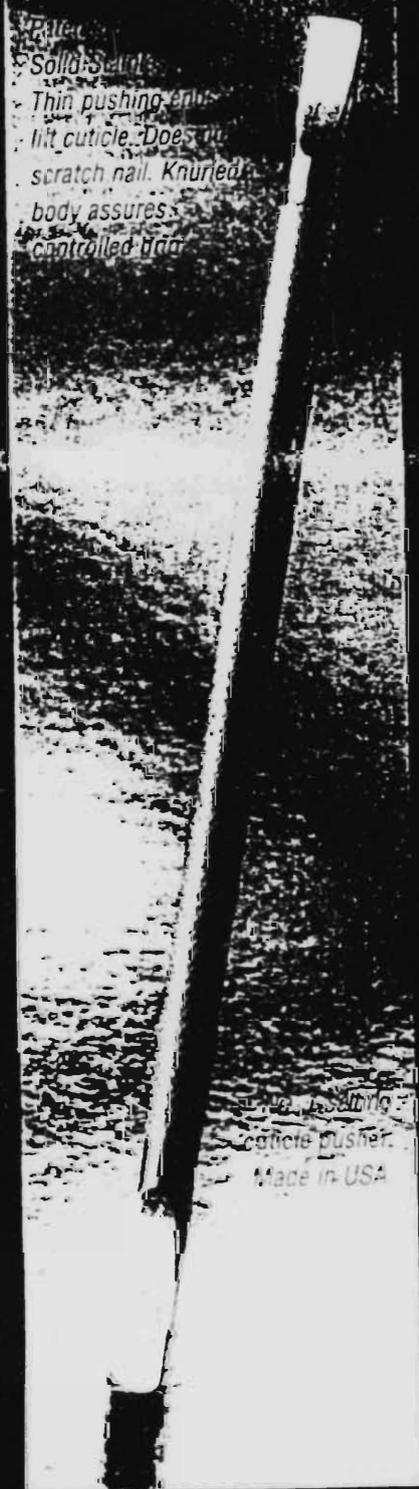
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Size/Color: 1/3 page vertical, with option to run black and white or 2-color non-bleed.

Retail Rate: \$7,360 gross less 4% volume, 15% Agency - \$6,005.76 (b&w)
\$9,160 gross less 4% volume, 15% Agency - \$7,474.56 (2-color)

Position: Masthead adjacency guaranteed (every run with no extra charge for position)

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MAGAZINE	Sales Person	BILLING INQUIRIES
ALLURE	1918 MICHAELS, LAUREN	ALEXIS DEVLIN PHONE: 212-880-8457 FAX: 212-880-6649

DATE	ISSUE	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
04/01/96	TWEEZERS	22	1 1/3 PAGE TWO COLOR NATIONAL: RETAIL ADVERTISING 3X RATE		10,368.00
			NET PRIOR TO COMMISSION:		10,368.00
			AGENCY DISCOUNT:		1,555.20-
			TOTAL:		8,812.80

INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER MONTH ON ALL PAST DUE BALANCES

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INVOICE NO:	331613001
DATE:	04/16/96
TERMS:	NET 30
PAYMENT DUE:	05/15/96

ADVERTISER: TWEEZERMAN

073231001

98043895379

MAGAZINE	SALES PERSON	BILLING INQUIRIES
GLAMOUR	1120 ZIVYAK, MICHAEL	MICHELLE SGUEGLIA PHONE: 212-880-8032 FAX: 212-880-6649

ISSUE	QUANTITY	DESCRIPTION	AMOUNT
05/01/96 MANICURE	26	1 1/3 PAGE VERTICAL BLACK & WHITE NATIONAL ORDERS: I/O DATE: 10/17/95 RETAIL 3X RATE NET PRIOR TO COMMISSION: AGENCY DISCOUNT: TOTAL:	17,558.00 17,558.00 2,633.70- 14,924.30

= \$925.31
 X 6.20%

INTEREST WILL BE CHARGED AT
 THE RATE OF 1.5% PER MONTH
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INVOICE TOTAL

14,924.30

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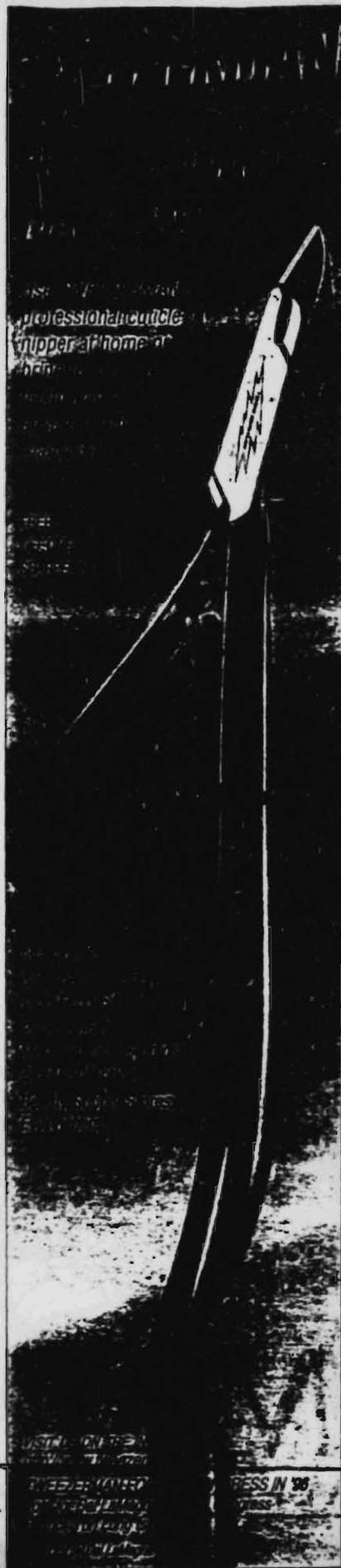
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ISSUE	P.O. NUMBER	TERMS		
MAY/96		NET 30 DAYS		53
SIZE	DESCRIPTION	FREQUENCY	RATE CARD	AMOUNT
1	4/C, ONE PAGE, 26 TIME FREQUENCY	026	1996	3,900.00
			Subtotal Commissionable:	3,900.00
			Gross:	3,900.00
			Agency Commissions:	585.00CR

****MAY 1996 ISSUE***

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Please make check payable to Bobit Publishing, include invoice number on check and attach the copy of invoice with your remittance. 1 1/2% per month added for payments received after due date. Advertiser is responsible for payment of contracted space if unpaid by advertising agency. If payment is not made according to payment terms as stated in contract, any agency discount previously given will be withdrawn, and the full gross amount will be due and payable. A short rate will apply if contract frequency is not followed.



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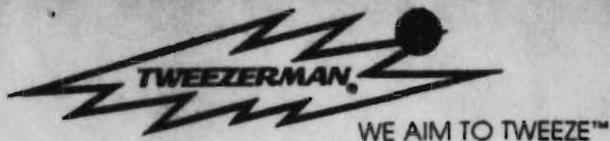
229

CO-OP ADVERTISING

165

Magazine	Per Cent	April Total	April Campaign	May Total	May Campaign
Allure <i>MAY</i>	5.00%			8,853.60	442.68
Glamour <i>MAY</i>	6.20%			14,924.30	925.31
Nails <i>MAY</i>	5.00%			3,315.00	165.75
Self <i>APRIL</i>	5.00%	11,194.50	559.73		
Total Check #165	2,093.46		559.73		1,533.74

9800433895383



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• Phone: 516-676-7772

• Fax: 516-676-7998 or 516-676-8788

• Email: info@tweezerman.com

• <http://www.tweezerman.com>

INSERTION ORDER ALLURE MAGAZINE

Date: March 13, 1996

Advertiser: **TWEEZERMAN**
55 Sea Cliff Avenue
Glen Cove, NY 11542

Phone: 516-676-7772

Fax: 516-676-7998

Contact: Yvonne Leslie

Issue (s): May 1996 through May 1997

Frequency: 12X (3 Pages)

Size/Color: 1/3 page vertical, with option to run black and white
or 2-color non-bleed.

General Rate: \$10,416.00 gross less 4% volume, 15% Agency - \$8,853.60
(black & white)
\$12,960.00 gross less 4% volume, 15% Agency - \$11,016.00
(2-color)
With option to run Retail Rates or Salon Rates when
applicable

Position: Masthead adjacency guaranteed (every run with no extra
charge for position)

Signature: Yvonne Leslie

Date: 3/13/96

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073231001

INVOICE NO	333109001
DATE	04/30/96
TERMS	NET 30
PAYMENT DUE	05/29/96

ADVERTISER: TWEEZERMAN

073231001

MAGAZINE	SALES PERSON	BILLING INQUIRIES
ALLURE	1918 MICHAELS, LAUREN	ALEXIS DEVLIN PHONE: 212-880-8457 FAX: 212-880-6649

ISSUE	PRODUCT	PAGE	DESCRIPTION	AMOUNT
05/01/96	CURLER	22	1 1/3 PAGE BLACK & WHITE NATIONAL GENERAL 3X RATE	10,416.00
			NET PRIOR TO COMMISSION:	10,416.00
			AGENCY DISCOUNT:	1,562.40-
			TOTAL:	8,853.60

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Ilene Rosenzweig, Mary Turner

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01/6/69

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INVOICE NO:	330224001
DATE:	03/12/96
TERMS:	NET 30
PAYMENT DUE:	04/10/96

ADVERTISER TWEEZERMAN

073231001

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MAGAZINE GLAMOUR	SALES PERSON 1120 ZIYAK, MICHAEL	BILLING INQUIRIES MICHELLE SGUEGLIA PHONE: 212-880-8032 FAX: 212-880-6649
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ISSUE	PRODUCT	PAGE	DESCRIPTION	AMOUNT
04/01/96	TWEEZERS	32	1 1/3 PAGE VERTICAL BLACK & WHITE NATIONAL ORDERS: 1/0 DATE: 10/17/95 RETAIL 3X RATE NET PRIOR TO COMMISSION: AGENCY DISCOUNT: TOTAL:	17,558.00 17,558.00 2,633.70 14,924.30

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"When a woman cheats, she often gains a new, outsider's perspective on her primary relationship. If she's the type who marched lockstep through years of marriage, breaking stride can be a good thing," says Amy Pagnozzi. For "Why Women Are Cheating—And Not Feeling Guilty" (page 256), she interviewed women who had affairs and tells what roles the cheating played in their lives. "I saw the evolution these women went through and realized that a person who can be selfless in a relationship also has the ability to do something for herself even if it seems out to be the wrong thing," says Pagnozzi, who often writes commentary on social issues.



Amy Pagnozzi



Rand Richards Cooper

"While living abroad, I found a wider acceptance of nonsexual relationships between men and women," says Rand Richards Cooper. In this month's His column, "The Locker Room" (page 286), he explores what happens when he is confronted with nonsexual nakedness and the consequences of breaking the invisible barriers between men and women. The author of two short-story collections, Cooper writes about the everyday dilemmas men find themselves in. "Men identify with my stories," he says, "but women are also drawn to them because they give a sense of why we need to do things we do." Cooper's most recent book is *Big and Fat Stories about Men* (Dial Press).

"Our society's emphasis on the nuclear family can lead us to believe that we should be responsible only for taking care of our own family," says Neil Bernstein, author of this month's Bridges column, "Other People's Children" (page 132). Bernstein, who edits *EO: Your Quarterly at the Pacific Data Service* in San Francisco, envisions a society in which people treat all children like family regardless of biological ties. "Working with young people, I see how they look out for each other," he says. "It's a society obsessed with its violations, we need to acknowledge that our lives are shaped by transgressions."



Neil Bernstein



Karen Houppert

"This woman's honesty about the rape—her willingness to delve into the issues and plow through them emotionally—may be what has speeded her recovery process," says Karen Houppert about the rape survivor Jeannie, she interviewed for this month's column "Rape" (page 274). Houppert details Jeannie's journey to cope with the trauma and tell her story about her life in the aftermath. "Hopefully her story will give other rape victims license to talk about their experiences," she says. "Verbalizing their fears gives their friends and families a better understanding of how they are struggling to cope." An award-winning reporter at *The Village Voice*, Houppert writes about social and political issues.

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MAGAZINE

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ISSUE	P.O. NUMBER	TERMS
MAR/96		NET 30 DAYS

SIZE	DESCRIPTION	FREQUENCY	RATE CARD	AMOUNT
1	1/2, ONE PAGE, 26 TIME FREQUENCY	026	1996	3,900.00
	Subtotal Commissionable:			3,900.00
	Gross:			3,900.00
	Agency Commission:			565.00

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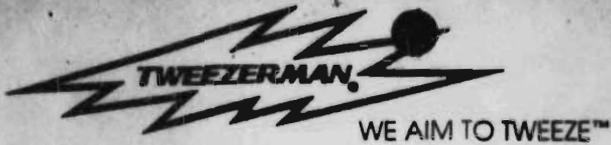
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MARCH 1996 ISSUES

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INSERTION ORDER SELF MAGAZINE

Date: February 12, 1996

Advertiser: **TWEEZERMAN**
55 Sea Cliff Avenue
Glen Cove, NY 11542

Phone: 516-676-7772

Fax: 516-676-7998

Contact: Dal LaMagna or Yvonne Leslie

Issue (s): April, 1996

Frequency: 1x

Size/Color: 1/3 page vertical, black and white, non-bleed.

Rate: \$11,191.95 net (mass retail rate)

Position: Masthead

Signature: Yvonne Leslie

Date: 2/12/96

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016/69
4/26

BILL TO: THEEZERMAN
55 SEA CLIFF AVENUE
GLEN COVE, NY 11542-3695

073231001

INVOICE NO:	330642001
DATE:	03/26/96
TERMS:	NET 30
PAYMENT DUE:	04/24/96

ADVERTISER: THEEZERMAN

073231001

MAGAZINE	SALES PERSON	BILLING INQUIRIES
SELF <i>april</i>	1295 ZEGRAS, MARY LINDBLOM	LYNNE ZALK PHONE: 212-880-8451 FAX: 212-880-6649

SEQ.	ISSUE	PRODUCT	PAGE	DESCRIPTION	AMOUNT
	04/01/96	THEEZERMAN	24	1 1/3 PAGE VERTICAL BLACK & WHITE NATIONAL ORDER: ORDER DATE: 02/12/96 MASS RETAIL 1X RATE NET PRIOR TO COMMISSION: AGENCY DISCOUNT: TOTAL:	13,170.00 13,170.00 1,975.50 11,194.50
				INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER MONTH ON ALL PAST DUE BALANCES	
				INVOICE TOTAL	11,194.50

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ORIGINAL

SELF

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On the cover: Pretty woman Julia Roberts, who's blessed with tresses all of America envies. For more on Julia's crowning glory, see page 16. Photographed by Barry King/Gamma-Liaison.

may/jun



FOCUS

Spring's Winning Look
Hair highlights from the runway

Crowning Julia 16
A visit with star colorist Sharon

The Hollywood Touch
On location with Sharon Stone

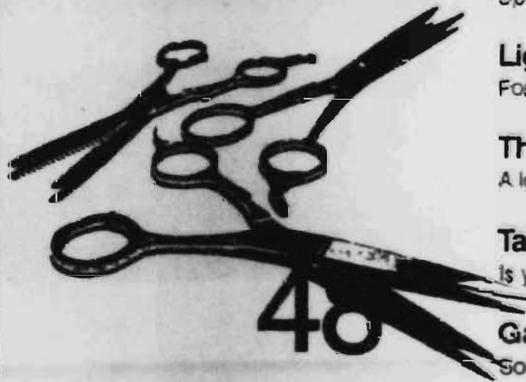
Michelle Makes New:
Up Close and Personal with P

Lighten Up 22
Four great lifted looks—and h

The Best-Tressed Lis
A look at America's celebrity p

Talking Money 34
Is your income up to par?

Games People Play
Solutions for six nasty situatio



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EXHIBIT C

98043895400

This Lease made the 1 day of JULY 1972, between

TWEEZERMAN CORPORATION

hereinafter referred to as LANDLORD, and

FRANCISCO OLIVA, 16 HENRIK AVE, GLEN COVE
NY 11542

hereinafter jointly, severally and collectively referred to as TENANT.

Witnesseth, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes

from the Landlord ENTIRE 2ND FLOOR

in the building known as 55 SEA CLIFF AVE GLEN COVE NY 11542

to be used and occupied by the Tenant

FOR CHURCH MEETINGS

and for no other purpose, for a term to commence on JULY 1ST 1972, and to end

on JUNE 30 1973, unless sooner terminated as hereinafter provided, at the ANNUAL RENT of \$19,200.00 (1,600 PER MONTH)

all payable in equal monthly installments in advance on the first day of each and every calendar month during said term,

except the first instalment, which shall be paid upon the execution hereof.

THE TENANT JOINTLY AND SEVERALLY COVENANTS:

FIRST.—That the Tenant will pay the rent as above provided.

REPAIRS
OBSTACLES AND VIOLATIONS
ENTRANCE

SECOND.—That, throughout said term the Tenant will take good care of the demised premises, fixtures and appurtenances, and all alterations, additions and improvements to either; make all repairs in and about the same necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work; promptly pay the expense of such repairs; suffer no waste or injury; give prompt notice to the Landlord of any fire that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force (except those requiring structural alterations), applicable to the demised premises or to the Tenant's occupation thereof, of the Federal, State and Local Governments, and of each and every department, bureau and official thereof, and of the New York Board of Fire Underwriters; permit at all times during usual business hours, the Landlord and representatives of the Landlord to enter the demised premises for the purpose of inspection, and to exhibit them for purposes of sale or rental; suffer the Landlord to make repairs and improvements to all parts of the building, and to comply with all orders and requirements of governmental authority applicable to said building or to any occupation thereof; suffer the Landlord to erect, use, maintain, repair and replace pipes and conduits in the demised premises and in the floors above and below; forever indemnify and save harmless the Landlord for and against any and all liability, penalties, damages, expenses and judgments arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, or of the employees, agents, assigns or underagents of the Tenant and also for any matter or thing growing out of the occupation of the demised premises or of the streets, sidewalks or vaults adjacent thereto; permit, during the six months next prior to the expiration of the term the usual notice to be placed and to remain unobscured in a conspicuous place upon the exterior of the demised premises; repair, at or before the end of the term, all injury done by the demolition or removal of furniture and property; and at the end of the term, to quit and surrender the demised premises with all alterations, additions and improvements in good order and condition.

INDEMNIFY LANDLORD

MOVING
BLAST
HURDLES

THIRD.—That the Tenant will not disfigure or deface any part of the building, or suffer the same to be done, except so far as may be necessary to affix such trade fixtures as are herein consented to by the Landlord; the Tenant will not obstruct, or permit the obstruction of the street or the sidewalk adjacent thereto; will not do anything, or suffer anything to be done upon the demised premises which will increase the rate of fire insurance upon the building or any of its contents, or be liable to cause structural injury to said building; will not permit the accumulation of waste or refuse matter, and will not, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage or transfer (his lease, interest in the demised premises or any part thereof, permit the same or any part thereof to be occupied by anybody other than the Tenant and the Tenant's employees, make any alterations in the demised premises, use the demised premises or any part thereof for any purpose other than the one first above stipulated, or for any purpose deemed extra hazardous on account of fire risk, nor in violation of any law or ordinance; That the Tenant will not obstruct or permit the obstruction of the light, halls, stairway or entrances to the building, and will not erect or inscribe any sign, signals or advertisements unless and until the style and location thereof have been approved by the Landlord; and if any be erected or inscribed without such approval, the Landlord may remove the same. No water cooler, air conditioning unit or system or other apparatus shall be installed or used without the prior written consent of Landlord.

NEGATIVE COVENANTS

OBSTRUCTION

AS

ONST

IT IS MUTUALLY COVENANTED AND AGREED THAT

FIRE CLAUSE

FOURTH.—If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the rent (until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant, but if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies available to the Landlord and without prejudice to the rights of subroversion of Landlord's insurers, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay (which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay in payment of "labor charges", or any other cause beyond Landlord's control, if the demised premises are totally damaged or are rendered wholly untenable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given in accordance with Paragraph Twelve hereof provided, and (hereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. If Tenant shall not be in default under this lease then, upon the termination of this lease under the conditions provided for in the sentence immediately preceding, Tenant's liability for rent shall cease as of the day following the casualty. Tenant hereby expressly waives (in provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof. If the damage or destruction be due to the fault or neglect of Tenant the details shall be removed by, and at the expense of, Tenant.

EMINENT DOMAIN

LEASE

DEFAULTS

TEN DAY NOTICE

FIFTH.—If the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the term hereby granted shall cease from the time when possession of the part so taken shall be required for such public purpose and (without prejudice to award, the Tenant hereby assigning to the Landlord all right and claim to any such award, the current rent, however, in such case or be apportioned.

SIXTH.—If, before the commencement of the term, the Tenant be adjudicated a bankrupt, or make a "general assignment" or take the benefit of any insolvency act, or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Tenant shall default in the performance of any agreement by the Tenant contained in any other lease in the Tenant by the Landlord or by any corporation of which an officer of the Landlord is a Director, this lease shall thereby, at the option of the Landlord, be terminated and in that case, neither the Tenant nor anybody claiming under the Tenant shall be entitled to go into possession of the demised premises. If after the commencement of the term, any of the events mentioned above in this sub-lease shall occur, or if Tenant shall make default in fulfilling any of the covenants of this lease, other than the covenants for the payment of rent or "additional rent" or if the demised premises become vacant or deserted, the Landlord may give to the Tenant ten days' notice of termination and this lease, and hereupon at the expiration of said ten days' (if said condition which was the basis of said notice shall continue to exist) the ten under this lease shall cease as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the Tenant will then quit and surrender the demised premises as aforesaid, but the Tenant shall remain liable as hereinafter provided.

98043895401

98043895402

ARTICLE I - THE PREMISES - The premises shall consist of the following described land, to-wit: [Description of land]

ARTICLE II - THE TERM - This lease shall be for the term of [Term] years, commencing on the date hereinafter specified.

ARTICLE III - THE RENT - The rent for the premises shall be [Rent] per annum, payable in advance on the [Day] day of [Month] in each year.

ARTICLE IV - THE COVENANTS - The tenant shall be bound to observe and perform the following covenants: [List of covenants]

ARTICLE V - THE ASSIGNMENT - The tenant shall not assign, sublet, or otherwise dispose of the premises without the written consent of the landlord.

ARTICLE VI - THE WAIVER - The landlord hereby waives any objection to the tenant's use of the premises for the purpose specified in the lease.

ARTICLE VII - THE ENTIRE AGREEMENT - This lease constitutes the entire agreement between the parties and supersedes all other agreements.

ARTICLE VIII - THE GOVERNING LAW - This lease shall be governed by the laws of the State of [State].

ARTICLE IX - THE SIGNATURES - The parties have executed this lease as of the date first above written.

ARTICLE X - THE WITNESSES - The execution of this lease is witnessed by the undersigned witnesses.

ARTICLE XI - THE RECORDING - This lease shall be recorded in the public records of the County of [County], State of [State].

ARTICLE XII - THE COUNTERPARTS - This lease may be executed in counterparts, each of which shall be deemed to be an original copy.

ARTICLE XIII - THE HEADINGS - The headings of the articles of this lease are for identification only and shall not be construed to limit the scope of the lease.

ARTICLE XIV - THE AMENDMENTS - This lease may be amended or modified only by a written instrument signed by both parties.

ARTICLE XV - THE WAIVER OF NOTICE - The tenant hereby waives any notice that may be required by law.

ARTICLE XVI - THE WAIVER OF DEFENSE - The tenant hereby waives any defense that may be available to it.

ARTICLE XVII - THE WAIVER OF RIGHTS - The tenant hereby waives any rights that may be available to it.

ARTICLE XVIII - THE WAIVER OF DAMAGES - The tenant hereby waives any damages that may be available to it.

ARTICLE XIX - THE WAIVER OF RESCINDMENT - The tenant hereby waives any right of rescindment that may be available to it.

ARTICLE XX - THE WAIVER OF REFORMATION - The tenant hereby waives any right of reformation that may be available to it.

ARTICLE XXI - THE WAIVER OF REFORMATION - The tenant hereby waives any right of reformation that may be available to it.

ARTICLE XXII - THE WAIVER OF REFORMATION - The tenant hereby waives any right of reformation that may be available to it.

ARTICLE XXIII - THE WAIVER OF REFORMATION - The tenant hereby waives any right of reformation that may be available to it.

ARTICLE XXIV - THE WAIVER OF REFORMATION - The tenant hereby waives any right of reformation that may be available to it.

ARTICLE XXV - THE WAIVER OF REFORMATION - The tenant hereby waives any right of reformation that may be available to it.

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ARTICLE XXVII - THE WAIVER OF REFORMATION - The tenant hereby waives any right of reformation that may be available to it.

ARTICLE XXVIII - THE WAIVER OF REFORMATION - The tenant hereby waives any right of reformation that may be available to it.

ARTICLE XXIX - THE WAIVER OF REFORMATION - The tenant hereby waives any right of reformation that may be available to it.

ARTICLE XXX - THE WAIVER OF REFORMATION - The tenant hereby waives any right of reformation that may be available to it.

ARTICLE I - THE PREMISES

ARTICLE II - THE TERM

ARTICLE III - THE RENT

ARTICLE IV - THE COVENANTS

ARTICLE V - THE ASSIGNMENT

ARTICLE VI - THE WAIVER

ARTICLE VII - THE ENTIRE AGREEMENT

ARTICLE VIII - THE GOVERNING LAW

ARTICLE IX - THE SIGNATURES

ARTICLE X - THE WITNESSES

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ARTICLE XXVII - THE WAIVER OF REFORMATION

ARTICLE XXVIII - THE WAIVER OF REFORMATION

ARTICLE XXIX - THE WAIVER OF REFORMATION

ARTICLE XXX - THE WAIVER OF REFORMATION

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THE TENANT FURTHER COVENANTS

IF A FIRST FLOOR TWENTY-SECOND - If the demised premises or any part thereof consist of a store, or of a first floor, or of any part thereof, the Tenant will keep the sidewalk and curb in front thereof clean at all times and free from snow and ice, and will keep insured in favor of the Landlord, all plate glass therein and furnish the Landlord with policies of insurance covering the same.

INCREASED FIRE INSURANCE RATE TWENTY-THIRD - If by reason of the conduct upon the demised premises of a business not herein permitted, or if by reason of the improper or careless conduct of any business upon or use of the demised premises, the fire insurance rate shall at any time be higher than it otherwise would be, then the Tenant will reimburse the Landlord, an additional rent hereunder, for that part of all fire insurance premiums hereafter paid out by the Landlord which shall have been charged because of the conduct of such business not so permitted, or because of the improper or careless conduct of any business upon or use of the demised premises, and will make such reimbursement upon the first day of the month following such outlay by the Landlord, but this covenant shall not apply to a premium for any period beyond the expiration date of this lease, first above specified, in any action or proceeding wherein the Landlord and Tenant are parties, a schedule or "make up" of rate for the building on the demised premises, purporting to have been issued by New York Fire Insurance Exchange, or other body making fire insurance rates for the demised premises, shall be prima facie evidence of the facts therein stated and of the several items and charges included in the fire insurance rate then applicable to the demised premises.

WATER RENT TWENTY-FOURTH - If a separate water meter be installed for the demised premises, or any part thereof, the Tenant will keep the same in repair and pay the charges made by the municipality or water supply company for or in respect to the consumption of water, as and when bills therefor are rendered. If the demised premises, or any part thereof, be supplied with water through a meter which supplies other premises, the Tenant will pay to the Landlord, as and when bills are rendered therefor, the Tenant's proportionate part of all charges which the municipality or water supply company shall make for all water consumed through said meter, as indicated by said meter. Such proportionate part shall be based by apportioning the respective charges according to floor area against all of the rentable floor areas in the building (exclusive of the basement) which shall have been occupied during the period of the respective charges, taking into account the period that each part of such area was occupied. Tenant agrees to pay an additional rent the Tenant's proportionate part, determined as aforesaid, of the sewer rent or charges imposed or assessed upon the building of which the premises are a part.

SEWER TWENTY-FIFTH - That the Tenant will purchase from the Landlord, if the Landlord shall so desire, all electric current that the Tenant requires at the demised premises, and will pay the Landlord for the same, as the amount of consumption shall be indicated by the meter furnished therefor. The price for said current shall be the same as that charged for consumption similar to that of the Tenant by the company supplying electricity in the same community. Payments shall be due as and when bills shall be rendered. The Tenant shall comply with the rules, regulations and contract provisions as those prescribed by said company for a consumption similar to that of the Tenant.

ELECTRIC CURRENT TWENTY-SIXTH - If there now is or shall be installed in said building a "sprinkler system" the Tenant agrees to keep the appliances thereto in the demised premises in repair and good working condition, and if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any Bureau, department or official of the State or local government requires or recommends that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of the Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or if such changes, modifications, alterations, additional sprinkler heads or other equipment in the demised premises are necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said Exchange, or by any Fire Insurance Company, the Tenant will at the Tenant's own expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment. As additional rent hereunder the Tenant will pay to the Landlord, annually in advance, throughout the term _____ toward the contract price for sprinkler supervisory service.

SPRINKLER SYSTEM TWENTY-SEVENTH - The sum of \$1600.00 Dollars is deposited by the Tenant herein with the Landlord herein as security for the faithful performance of all the covenants and conditions of the lease by the said Tenant. If the Tenant faithfully performs all the covenants and conditions on his part to be performed, then the sum deposited shall be returned to said Tenant.

SECURITY TWENTY-EIGHTH - This lease is granted and accepted on the especially understood and agreed condition that the Tenant will conduct his business in such a manner, both as regards noise and kindred nuisance, as will in no wise interfere with, annoy, or disturb any other tenants, in the conduct of their several businesses, or the Landlord in the management of the building, under penalty of forfeiture of this lease and consequential damages.

VIOLANCE TWENTY-NINTH - The Landlord hereby recognizes _____ as the broker who negotiated and consummated this lease with the Tenant herein, and agrees that if, as, and when the Tenant exercises the option, if any, contained herein to renew this lease, or fails to exercise the option, if any, contained therein to cancel this lease, the Landlord will pay to said broker a further commission in accordance with the rules and commission rates of the Real Estate Board in the community. A sale, transfer, or other disposition of the Landlord's interest in said lease shall not operate to defeat the Landlord's obligation to pay the said commission to the said broker. The Tenant herein hereby represents to the Landlord that the said broker is the sole and only broker who negotiated and consummated this lease with the Tenant.

BROKER'S COMMISSIONS THIRTIETH - The Tenant agrees that it will not require, permit, suffer, nor allow the cleaning of any window, or windows, in the demised premises from the outside (within the meaning of Section 202 of the Labor Law) unless the equipment and safety devices required by law, ordinance, regulation or rule, including, without limitation, Section 202 of the New York Labor Law, are provided and used, and unless the rules, or any supplemental rules of the Industrial Board of the State of New York are fully complied with, and the Tenant hereby agrees to indemnify the Landlord, Owner, Agent, Manager and/or Superintendent, as a result of the Tenant's requiring, permitting, suffering, or allowing any window, or windows in the demised premises to be cleaned from the outside in violation of the requirements of the aforesaid laws, ordinances, regulations and/or rules.

WINDOW CLEANING THIRTY-FIRST - The invalidity or unenforceability of any provision of this lease shall in no way affect the validity or enforceability of any other provision hereof.

VALIDITY THIRTY-SECOND - In order to avoid delay, this lease has been prepared and submitted to the Tenant for signature with the understanding that it shall not bind the Landlord unless and until it is executed and delivered by the Landlord.

EXECUTION & DELIVERY OF LEASE THIRTY-THIRD - The Tenant will keep clean and polished all metal, trim, marble and stone work which are a part of the exterior of the premises, using such materials and methods as the Landlord may direct, and if the Tenant shall fail to comply with the provisions of this paragraph, the Landlord may cause such work to be done at the expense of the Tenant.

EXTERIOR OF PREMISES THIRTY-FOURTH - The Landlord shall replace at the expense of the Tenant any and all broken glass in the skylights, doors and walls in and about the demised premises. The Landlord may insure and keep insured all plate glass in the skylights, doors and walls in the demised premises, for and in the name of the Landlord, and bills for the premiums therefor shall be rendered by the Landlord to the Tenant at such times as the Landlord may elect, and shall be due from and payable by the Tenant when rendered, and the amount thereof shall be deemed to be, and shall be paid as, additional rent.

PLATE GLASS THIRTY-FIFTH - This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or stopped because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

WAR EMERGENCY

THE LANDLORD COVENANTS

QUIET POSSESSION FIRST - That if and so long as the Tenant pays the rent and "additional rent" reserved hereby, and performs and observes the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this lease, and to the mortgages above mentioned, provided however, that this covenant shall be conditioned upon the retention of title to the premises by Landlord.

ELEVATOR SECOND - Subject to the provisions of Paragraph "fourteenth" above the Landlord will furnish the following respective services: (a) Elevator service, if the building shall contain an elevator or elevators, on all days except Sundays and holidays, from _____ A.M. to _____ P.M. and on Saturdays from _____ A.M. to _____ P.M. (b) Heat, during the same hours on the same days in the cold season in each year.

HEAT

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the Landlord and Tenant have respectively signed and sealed these presents this day and year first above written.

IN PRESENCE OF _____ [i. e.] Landlord

_____ Tenant



WE AIM TO TWEEZE™

55 Sea Cliff Avenue, Glen Cove, New York 11542-3695
Phone: 516-676-7772 • Fax: 516-676-7998

address for Cheryl letter

June 23rd 1993

Francisco Oliva
Iglesia Apostolica
16 Hendrick Avenue
Glen Cove, NY 11542

Dear Francisco,

Your lease with us for the second floor of our building has expired.

We are not renewing your lease but will allow you to remain on a month to month basis. Your new rent will be \$2,000 per month starting August 1st. Your rent for July is \$1,600.

We will give you 90 days notice of our intention to take over the space upstairs. If you want want to leave we will accept 30 days notice.

Very truly yours,

Dal La Magna
President

Estimado Francisco:

El contrato de renta del segundo piso del edificio ha expirado.

Nosotros no vamos a renovar dicho contrato, pero le permitiremos estar en base de mes a mes. Su nueva renta o alquiler sera \$2,000 al mes comenzando agosto primero. Su renta correspondiente al mes de Julio es de \$1,600.

En caso de que tengan que desocupar el segundo piso, les dejaremos saber 90 dias con anticipacion. Si es por desicion de ustedes que quieren moverse, aceptaremos 30 dias de aviso anticipado.

Muy atentamente,


Dal La Magna
Presidente

deliver upstairs and mail to the above address

98043895405



WE AIM TO TWEeze™

55 Sea Cliff Avenue, Glen Cove, New York 11542-3695
Phone: 516-676-7772 • Fax: 516-676-7998

7/1

Addendum to Lease between Francisco Oliva and TWEEZERMAN CORPORATION for 2nd floor space at 55 Sea Cliff Avenue, Sea Cliff, NY 11542.

1. Notwithstanding anything contained herein, except for an assignment to the US Small Business Administration, the premises may not be sublet nor may the lease be assigned without the written consent of the US Small Business Administration.
2. Lease itself is subordinated to the Small Business Administration Mortgage
3. The Tenant/Assignor is aware and agrees that they will sign a Right of Entry and a Collateral Assignment of Lease between Francisco Oliva and Long Island Development Corporation (assignee).
4. It is our understanding that when you use the space at night and be responsible for locking up the gates when you leave.
5. You agree to allow us to use the space for an occasional party (Christmas Party). We agree to you give you at least one weeks notice of our intention to use it. You also agree to allow us to use the kitchen during the day for our lunch room.

1 La Magna

FRANCISCO OLIVA

98043895406

EXHIBIT D

98043895407

This Lease made the 1 day of JULY 1972, between
TWEEDERMAN CORPORATION

hereinafter referred to as LANDLORD, and
CARRIER CLEARING SERVICES, INC.

hereinafter jointly, severally and collectively referred to as TENANT.

Witnesseth, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes
from the Landlord PARKING AND SHOP SPACE
in the building known as 55 SEA CLIFF AVE GLEN COVE NY 11542
to be used and occupied by the Tenant

and for no other purpose, for a term to commence on JULY 1ST 1973, and to end
on JUNE 30 1975, unless sooner terminated as hereinafter provided, at the ANNUAL RENT of
\$12,000

all payable in equal monthly instalments in advance on the first day of each and every calendar month during said term,
except the first instalment, which shall be paid upon the execution hereof.

THE TENANT JOINTLY AND SEVERALLY COVENANTS:

FIRST - That the Tenant will pay the rent as above provided.

REPAIRS
ORDINANCES
AND
VIOLATIONS
ENTRY

SECOND - That, throughout said term the Tenant will take good care of the demised premises, fixtures and appurtenances, and all alterations, additions and improvements to either; make all repairs in and about the same necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work; promptly pay the expense of such repairs; suffer no waste or injury; give prompt notice to the Landlord of any fire that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force (except those requiring structural alterations), applicable to the demised premises or to the Tenant's occupation thereof, of the Federal, State and Local Governments, and of each and every department, bureau and official thereof, and of the New York Board of Fire Underwriters; permit at all times during usual business hours, the Landlord and representative of the Landlord to enter the demised premises for the purpose of inspection, and to exhibit them for purposes of sale or rental; suffer the Landlord to make repairs and improvements to all parts of the building, and to comply with all orders and requirements of governmental authority applicable to said building or to any occupation thereof; suffer the Landlord to erect, use, maintain, repair and replace pipes and conduits in the demised premises and in the floors above and below; forever indemnify and save harmless the Landlord for and against any and all liability, penalties, damages, expense and judgments arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, or of the employees, guests, agents, assigns or underlicensees of the Tenant and also for any matter or thing growing out of the occupation of the demised premises or of the streets, sidewalks or vaults adjacent thereto; permit, during the six months next prior to the expiration of the term the usual notice "To Let" to be placed and to remain unobscured in a conspicuous place upon the exterior of the demised premises; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property; and at the end of the term, to quit and surrender the demised premises with all alterations, additions and improvements in good order and condition.

MOVING
INJURY
SURRENDER

THIRD - That the Tenant will not disfigure or deface any part of the building, or suffer the same to be done, except so far as may be necessary to affix such trade fixtures as are herein consented to by the Landlord; the Tenant will not obstruct, or permit the obstruction of the street or the sidewalk adjacent thereto; will not do anything, or suffer anything to be done upon the demised premises which will increase the cost of fire insurance upon the building or any of its contents, or be liable to cause structural injury to said building; will not permit the accumulation of waste or refuse matter, and will not, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage or transfer this lease, underlet the demised premises or any part thereof, permit the same or any part thereof to be occupied by anybody other than the Tenant and the Tenant's employees, make any alterations in the demised premises, use the demised premises or any part thereof for any purpose other than its use first above stipulated, or for any purpose deemed extra hazardous on account of fire risk, nor in violation of any law or ordinance; that the Tenant will not obstruct or permit the obstruction of the light, halls, stairway or entrance to the building, and will not erect or inscribe any sign, signals or advertisements unless and until the site and location thereof have been approved by the Landlord; and if any be erected or inscribed without such approval, the Landlord may remove the same. No water cooler, air conditioning unit or system or other apparatus shall be installed or used without the prior written consent of Landlord.

NEGATIVE
COVENANTS
RENT
CONDITION

IT IS MUTUALLY COVENANTED AND AGREED, THAT

FIRE CLAUSE

FOURTH - If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the cost until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. But if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No tenant shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles" or any other cause beyond Landlord's control, if the demised premises are totally destroyed or are rendered wholly unsuitable by fire or other cause, and if Landlord shall decide not to restore or to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Paragraph Twelve hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. If Tenant shall not be in default under this lease then, upon the termination of this lease under the conditions provided for in the sentence immediately preceding, Tenant's liability for rent shall cease as of the day following the casualty. Tenant hereby expressly waives the provisions of Section 223 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof, if the damage or destruction is due to the fault or neglect of Tenant the debts shall be assumed by, and at the expense of, Tenant.

EMINENT
DOMINION

FIFTH - If the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the term hereby granted shall cease from the time when possession of the part so taken shall be required for such public purpose and without apportionment of award, the Tenant hereby assigning to the Landlord all right and claim in any such award, the current rent, however, in such case to be apportioned.

LEASE NOT
IN EFFECT
DEFAULTS

SIXTH - If, before the commencement of the term, the Tenant be adjudicated a bankrupt, or make a "general assignment," or take the benefit of any insolvency act, or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Tenant shall default in the performance of any agreement by the Tenant contained in any other lease to the Tenant by the Landlord or by any corporation of which an officer of the Landlord is a Director, this lease shall thereby, at the option of the Landlord, be terminated and in that case, neither the Tenant nor anybody claiming under the Tenant shall be entitled to go into possession of the demised premises. If after the commencement of the term, any of the events mentioned above in this subsection shall occur, or if Tenant shall make default in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or "additional rent" or if the demised premises become vacant or deserted, the Landlord may give to the Tenant ten days' notice of intention to shut down the term of this lease, and thereupon at the expiration of said ten days, if said demised premises shall continue to be vacant, the term of this lease shall terminate.

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THE TENANT FURTHER COVENANTS

A FIRST FLOOR TWENTY-SECOND - If the demised premises or any part thereof consist of a store, or of a first floor, or of any part thereof, the Tenant will keep the sidewalk and curb in front thereof clean at all times and free from snow and ice, and will keep insured in favor of the Landlord all plate glass therein and furnish the Landlord with policies of insurance covering the same.

INCREASED FIRE INSURANCE RATE TWENTY-THIRD - If by reason of the conduct upon the demised premises of a business not herein permitted, or if by reason of the improper or careless conduct of any business upon or use of the demised premises, the fire insurance rate shall at any time be higher than it otherwise would be, then the Tenant will reimburse the Landlord, as additional rent hereunder, for that part of all fire insurance premiums hereafter paid out by the Landlord which shall have been charged because of the conduct of such business not as permitted, or because of the improper or careless conduct of any business upon or use of the demised premises, and will make such reimbursement upon the first day of the month following such outlay by the Landlord; but this covenant shall not apply to a premium for any period beyond the expiration date of this lease, first above specified. In any action or proceeding wherein the Landlord and Tenant are parties, a schedule or "make up" of rate for the building on the demised premises, purporting to have been issued by New York Fire Insurance Exchange, or other body making fire insurance rates for the demised premises, shall be prima facie evidence of the facts therein stated and of the several items and charges included in the fire insurance rate then applicable to the demised premises.

WATER RENT TWENTY-FOURTH - If a separate water meter be installed for the demised premises, or any part thereof, the Tenant will keep the same in repair and pay the charges made by the municipality or water supply company for or in respect to the consumption of water, as and when bills therefor are rendered. If the demised premises, or any part thereof, be supplied with water through a meter which supplies other premises, the Tenant will pay to the Landlord, as and when bills are rendered therefor, the Tenant's proportionate part of all charges which the municipality or water supply company shall make for all water consumed through said meter, as indicated by said meter. Such proportionate part shall be fixed by apportioning the respective charge according to floor area against all of the rentable floor area in the building (exclusive of the basement) which shall have been occupied during the period of the respective charges, taking into account the period that each part of such area was occupied. Tenant agrees to pay as additional rent the Tenant's proportionate part, determined as aforesaid, of the sewer rent or charge imposed or assessed upon the building of which the premises are a part.

SEWER TWENTY-FIFTH - That the Tenant will purchase from the Landlord, if the Landlord shall so desire, all electric current that the Tenant requires at the demised premises, and will pay the Landlord for the same, as the amount of consumption shall be indicated by the meter furnished herefor. The price for said current shall be the same as that charged for consumption similar to that of the Tenant by the company supplying electricity in the same community. Payments shall be due as and when bills shall be rendered. The Tenant shall comply with like rules, regulations and contract provisions as those prescribed by said company for a consumption similar to that of the Tenant.

ELECTRIC CURRENT TWENTY-SIXTH - If there now is or shall be installed in said building a "sprinkler system" the Tenant agrees to keep the appliances thereto in the demised premises in repair and good working condition, and if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or office of the State or local government requires or recommends that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of the Tenant's business, or the location of partitions, trade fixtures or other contents of the demised premises, or if such changes, modifications, alterations, additional sprinkler heads or other equipment in the demised premises are necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said Exchange or by any Fire Insurance Company, the Tenant will at the Tenant's own expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment. An additional rent hereunder, the Tenant will pay to the Landlord, annually in advance, throughout the term of this lease, the amount of the contract price for sprinkler supervisory service.

SPRINKLER SYSTEM TWENTY-SEVENTH - The sum of \$1,000 Dollars is deposited by the Tenant herein with the Landlord herein as security for the faithful performance of all the covenants and conditions of the lease by the said Tenant. If the Tenant faithfully performs all the covenants and conditions on his part to be performed, then the sum deposited shall be returned to said Tenant.

SECURITY TWENTY-EIGHTH - This lease is granted and accepted on the especially understood and agreed condition that the Tenant will conduct his business in such a manner as regards noise and vibrations as will in no wise interfere with, annoy, or disturb any other tenants, in the conduct of their several businesses, or the landlord in the management of the building, under penalty of forfeiture of this lease and consequential damages.

NUISANCE TWENTY-NINTH - The Landlord hereby recognizes as the broker who negotiated and consummated this lease with the Tenant herein, and agrees that if, as, and when the Tenant exercises the option, if any, contained herein to renew this lease, or fails to exercise the option, if any, contained herein to cancel this lease, the Landlord will pay to said broker a further commission in accordance with the rules and commission rules of the Real Estate Board in the community. A sale, negotior or other disposition of the Landlord's interest in said lease shall not operate to defeat the Landlord's obligation to pay the said commission to the said broker. The Tenant herein hereby represents to the Landlord that the said broker is the sole and only broker who negotiated and consummated this lease with the Tenant.

BROKER'S COMMISSIONS THIRTIETH - The Tenant agrees that it will not require, permit, suffer, nor allow the cleaning of any window, or windows, in the demised premises from the outside (within the meaning of Section 202 of the Labor Law) unless the equipment and safety devices required by law, ordinance, regulation or rule, including, without limitation, Section 202 of the New York Labor Law, are provided and used, and unless the rules, or any supplemental rules of the Industrial Board of the State of New York are fully complied with, and the Tenant hereby agrees to indemnify the Landlord, Owner, Agent, Manager and/or Superintendent, as a result of the Tenant's requiring, permitting, suffering, or allowing any window, or windows in the demised premises to be cleaned from the outside in violation of the requirements of the aforesaid laws, ordinances, regulations and/or rules.

WINDOW CLEANING THIRTY-FIRST - The invalidity or unenforceability of any provision of this lease shall in no way affect the validity or enforceability of any other provision hereof.

VALIDITY THIRTY-SECOND - In order to avoid delay, this lease has been prepared and submitted to the Tenant for signature with the understanding that it shall not bind the Landlord unless and until it is executed and delivered by the Landlord.

EXECUTION & DELIVERY OF LEASE THIRTY-THIRD - The Tenant will keep clean and polished all metal, iron, marble and stone work which are a part of the exterior of the premises, using such materials and methods as the Landlord may direct, and if the Tenant shall fail to comply with the provisions of this paragraph, the Landlord may cause such work to be done at the expense of the Tenant.

EXTERIOR OF PREMISES THIRTY-FOURTH - The Landlord shall replace at the expense of the Tenant any and all broken glass in the sashings, doors and walls in and about the demised premises. The Landlord may insure and keep insured all plate glass in the sashings, doors and walls in the demised premises, for and in the name of the Landlord and bills for the premiums therefor shall be rendered by the Landlord to the Tenant at such times as the Landlord may direct, and shall be due from and payable by the Tenant when rendered, and the amount thereof shall be deemed to be, and shall be paid as, additional rent.

PLATE GLASS THIRTY-FIFTH - This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service presently or temporarily to be supplied or is unable to make, or is delayed in making any repairs, modifications, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental prohibition in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

WAR EMERGENCY

THE LANDLORD COVENANTS

QUIET ENJOYMENT FIRST - That if and as long as the Tenant pays the rent and "additional rent" reserved hereby, and performs and observes the covenants and conditions hereof, the Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this lease, and to the mortgages above mentioned, (provided however, that this covenant shall be conditioned upon the retention of title to the premises by Landlord.

ELEVATOR SECOND - Subject to the provisions of Paragraph "Fourteenth" above the Landlord will furnish the following respective services: (1) Elevator service, if the building shall contain an elevator or elevators, on all days except Sundays and holidays, from A M to P M and on Saturdays from A M to P M; (2) heat, during the same hours on the same days in the cold season in each year.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the Landlord and Tenant have respectively signed and sealed these presents the day and year first above written.

In presence of
 TERIAN SCHIANO
 Notary Public, State of New York
 No 500364
 Qualified in Suffolk County
 Commission Expires Dec. 7, 1924
 7/12/93 Terian Schiano
 7/12/93
 [Signature] Landlord

9 8 0 4 3 8 9 5 4 1 1

State of New York, County of ...
the the day of ...
before me personally came ...
to me known, who, being by me duly sworn, did depose and say that he resides at ...
the corporation described in and which executed the within ...
instrument; that he knows the name of said corporation; that the seal affixed to said instrument is such corporate seal; that ...
It was so filed by order of the Board of Directors of said corporation, and that he signed his name thereto by the order.

State of New York, County of ...
the the day of ...
before me personally came ...
to me known, who, being by me duly sworn, did depose and say that he resides at ...
of ...
the corporation described in and which executed the within ...
instrument; that he knows the name of said corporation; that the seal affixed to said instrument is such corporate seal; that ...
It was so filed by order of the Board of Directors of said corporation, and that he signed his name thereto by the order.

State of New York, County of ...
the the day of ...
before me personally came ...
to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly ...
acknowledged that he executed the same.

State of New York, County of ...
the the day of ...
before me personally came ...
to me known, who, being by me duly sworn, did depose and say, that he resides at the time of the execution of said instrument, and ...
will reside in ...
the individual described in and who executed the foregoing instrument; and that he, said subscribing witness, was present and ...
to me witness thereto.

State of New York, County of ...
the the day of ...
before me personally came ...
to me known, who, being by me duly sworn, did depose and say, that he, said subscribing witness, was present and ...
to me witness thereto.

BUILDING
Premises
Landlord
Tenant
LEASE

GUARANTY

In consideration of the letting of the premises within mentioned to the Tenant within named, and of the sum of One ...
Dollars, by the undersigned in and paid by the Landlord within named, the undersigned hereby guarantees to the Landlord ...
and the performance by the Tenant of all of the provisions of the within lease. Notice of all defaults is waived, and consent ...
is hereby given to all extensions of time that any Landlord may grant.

STATE OF ...
COUNTY OF ...
the the day of ...
before me personally appeared ...
to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly ac-
knowledged to me that he executed the same.



WE AIM TO TWEeze™

55 Sea Cliff Avenue, Glen Cove, New York 11542-3695
Phone: 516-676-7772 • Fax: 516-676-7998

LEASE AGREEMENT
BETWEEN CARRIER CLEARING SERVICES, INC. (CCS) AND TWEEZERMAN CORPORATION
DATED July 2nd 1993

ADDENDUM

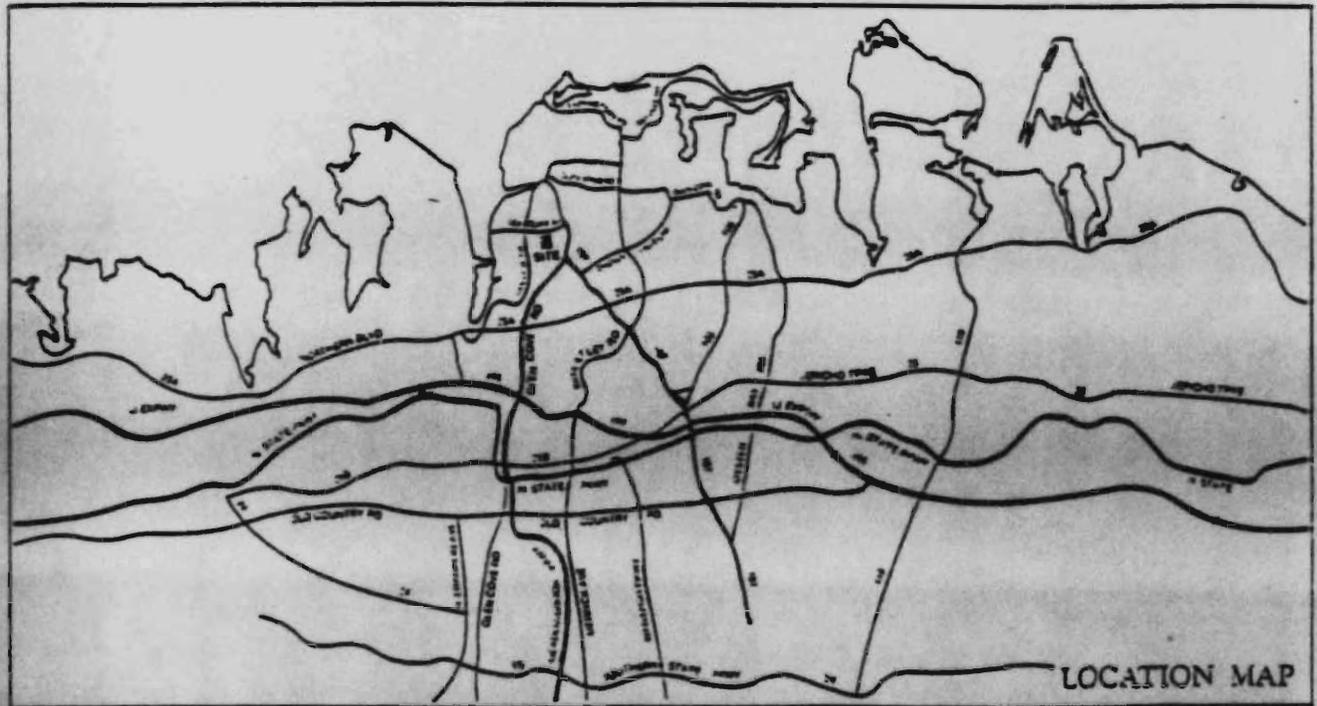
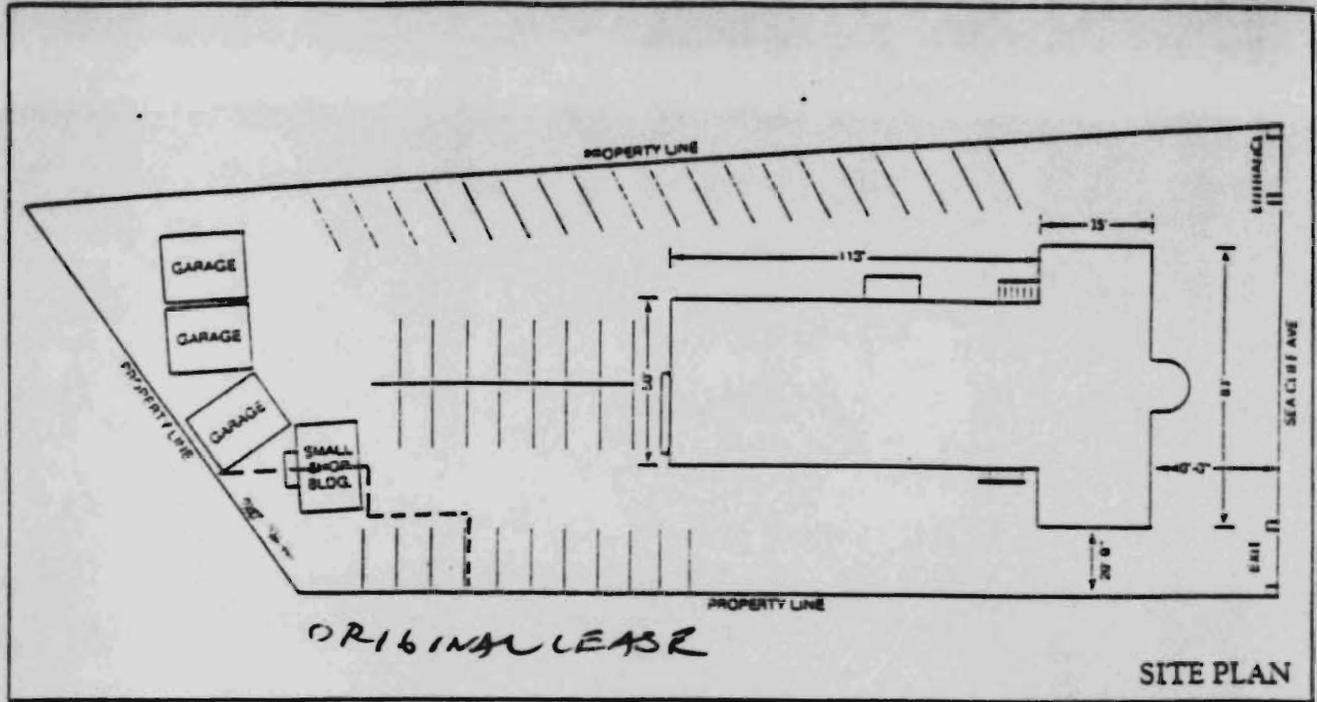
1. It is agreed that no operations will be conducted from the space. The use of the space is limited to the comings and goings of drivers of trucks, storage of supplies and equipment, and time clock.
2. The area to be occupied is contained to that shown on the attached drawing.
4. There will be no charge for electricity.
5. The space is rented on an as is basis. CCS has the permission of TWEEZERMAN CORPORATION to cut back the trees over the space and the entrance and exit driveways However, the trees cannot be cut down and the minimum amount required to give clearance to their trucks is approved.
6. Until such time as TWEEZERMAN creates a direct access to the adjoining room of the small house, TWEEZERMAN will be allowed access to this room through TT's space.
7. TT has 24 hours access to the yard and space. TT will take responsibility to lock the outside gate whenever they use it.
8. This agreement covers the storage of 4 vans overnight and up to 5 cars during the day. Storage of additional vans and cars might be acceptable at the option of TWEEZERMAN, space allowing, at an additional cost of \$150 per month per VAN/CAR combination.
9. CCS will include the space it is renting from us under its general liability policy and name TWEEZERMAN CORPORATION as additionally insured.



TWEEZERMAN
7/2/93

98043895412

SITE PLAN



Information contained herein has been obtained from the owner or the preparer or other sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it.

EXCLUSIVE AGENTS



718-357-6464

516-681-2100

2 JERICHO PLAZA, SECOND FLOOR, WING A
 JERICHO, NEW YORK 11753

96043895413



WE AIM TO TWEETZ™ 55 Sea Cliff Avenue, Glen Cove, New York 11542-3695
Phone: 516-676-7772 • Fax: 516-676-7998

u

March 31st 1994

Pat and Linda Ballance
TIFFANY TRANSPORT INT
CARRIER CLEARING SERVICES, INC
PO BOX 535
PT. WASHINGTON, NY 11050

Dear Pat and Linda,

As discussed effective April 1st you will be renting the entire building that you are presently occupying. We will arrange to have cold water available for you at your building. Until that time you are welcome to use the water that is available on the side of our main building. We are aware that you will be washing trucks in the back and prefer that you try to contain this activity to weekends and holidays.

We are extending our lease with you until March 31st, 1995. Your new rent is \$1,200 per month.

Please sign below and return one copy to me.

Warm regards,

Dal La Magna
President

Accepted by:

[Signature]
Pat Ballance, Tiffany

send 2 copies with a return envelope

98043895414



WE AIM TO TWEeze™

55 Sea Cliff Avenue, Glen Cove, New York 11542-3695
Phone: 516-676-7772 • Fax: 516-676-7998

**LEASE AGREEMENT
BETWEEN CARRIER CLEARING SERVICES, INC. ("CCS") AND TWEEZERMAN CORP
DATED July 2, 1993**

ADDENDUM NO. 2

The term of the lease is extended to cover the two year period from April 1, 1995 to March 31, 1997.

CCS has the right to store an additional van on the leased property for a total of 5 vans.

CCS has the exclusive use of the garage adjacent to the building they now occupy.

CCS has the option of leasing the two additional garages adjacent to the above garage for an increased rental of \$500 per month (\$6,000 per year).

CCS has the right to make such leasehold improvements as they deem necessary, so long as those improvements are not in violation of any applicable government regulations.

The rent payable to Tweezerman Corp. will increase by \$450 per month for a total of \$1,650 per month (\$19,800 per year).

Agreed on this the _____ day of _____, 1995, by:

for Carrier Clearing Services

for Tweezerman Corp.

98043895415

SABIN, BERMANT & GOULD LLP

ATTORNEYS AT LAW
350 MADISON AVENUE
NEW YORK, N. Y. 10017

212 692-4400

March 27, 1997

Tonda Phalen, Esq.
Office of the General Counsel
Federal Election Commission
999 E. Street, N.W.
Washington, D.C. 20463

Re: Federal Election Commission Subpoenas MUR 4340

Dear Ms. Phalen:

This firm represents The Conde Nast Publications Inc., publisher of Glamour and Self and magazines. We write with respect to the subpoenas issued by the Federal Election Commission regarding advertisements for Tweezerman tweezers and Dal LaMagna's political campaign published by Glamour and Self magazines.

Pursuant to our conversation last week, enclosed are the answers and copies of all documents responsive to the subpoena to Glamour. Also enclosed in response to your written inquiry is an explanation on the discrepancy between the amount paid by Tweezerman for Self's April 1996 advertisement (\$11,194.50) (based on Tweezerman's mistaken assumption that the ad qualified for the mass retail advertising rate for a one-third page black and white ad) and the amount charged for the ad by Self on its invoice (\$12,435.50) (based on the higher general advertising rate since the ad at issue did not comply with the guidelines for mass retail ads).

Please allow this letter to confirm that the enclosed production constitutes complete compliance with the subpoenas and that no further action on the part of the magazines is required. Please advise me immediately if you disagree with any of the above.

Very truly yours,

Patricia A. Clark
Patricia A. Clark

PAC/tbc
Enclosures

APR 3 2 52 PM '97
RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

98043895416

DOCUMENT REQUESTS AND QUESTIONS

Ann Zehren, of full age, being duly sworn, hereby deposes and says:

1. Does Glamour magazine have a policy regarding the placement of advertisements that advocate the election of political candidates? If so, state the policy or provide a copy of the policy, if written.

Glamour magazine has no policy regarding the placement of political advertisements.

2. State the general policy regarding the placement of advertisements in Glamour, the sizes of advertisements, the placement of advertisements in different parts of the magazine, prices related thereto, and the terms of payment for advertisements.

The general policies regarding the placement, sizes and prices of and payment for advertisements in Glamour magazine are contained in the magazine's rate card, a copy of which is attached.

3. For each advertisement appearing in Glamour promoting both TWEEZERMAN Corporation and Dal LaMagna's 1996 congressional campaign, such as the one attached at exhibit A,

a. Provide a copy of the advertisement;
See attached Exhibit A (April 1996); Exhibit B (May 1996); and Exhibit C (June 1996).

b. State the issue and page number of magazine;
Ex. A - April 1996, page 32; Ex. B - May 1996, page 26; and Ex. C - June 1996, page 24.

c. State the cost;
Ex. A - \$14,924.30; Ex. B - \$14,924.30; and Ex. C - \$14,924.30.

d. Identify the person who arranged for the advertisement;
Ex. A - Yvonne Leslie; Ex. B - Yvonne Leslie; Ex. C - Yvonne Leslie

e. Identify the person who paid for the advertisement ("buyer");

98043095417

Ex. A - Tweezerman Corporation; Ex. B - Tweezerman Corporation; Ex. C - Tweezerman Corporation

f. Provide an explanation of how the cost was determined; The cost of the advertisements were determined based on the magazine's rate card minus an agency discount.

g. State whether Glamour magazine billed or invoiced the buyer, and if so, the date(s) and amount(s) of the bill(s) or invoice(s);

Glamour Magazine sent the attached Invoices Nos. 330224001P (dated 3/12/96), 331613001P (dated 4/16/96) and 333670001P (dated 5/14/96) to Tweezerman Corporation billing \$14,924.30 for each of the ads appearing in the April, May and June 1996 issues of Glamour, based on the national retail 3x rate for a one-third page black and white ads.

h. State the amount and date of each payment the buyer made to Glamour magazine; and

According to the Conde Nast billing department records (copies of which are attached), Tweezerman Corporation issued three checks on April 23, May 22 and June 21 paying \$14,924.30 for each of the three Tweezerman advertisements in the April, May and June 1996 issues of Glamour. Conde Nast is unable to produce copies of the checks because those documents were being stored at an off-site storage facility (Iron Mountain) in New Jersey which was recently damaged by fires. At this point Conde Nast is unable to access its records and believe the records at issue have been destroyed.

i. Provide a copy of each agreement between Glamour magazine and the buyer.

See attached rate card.

4. For any other advertisement appearing in Glamour magazine promoting Dal LaMagna's 1996 congressional campaign,

a. Provide a copy of the advertisement.

See attached Exhibit A (April 1996), Exhibit B (May 1996) and Exhibit C (June 1996) and answers to No. 3 above.

5. The portion of the advertisement attached at exhibit A promoting Dal LaMagna's 1996 congressional campaign takes up approximately one-half inch and reads

TWEEZERMAN FOR CONGRESS '96
Vote for Dal LaMagna in the Third District
on Long Island

State whether this portion could have appeared by itself without the TWEEZERMAN carekits advertisement on this page of Glamour magazine. If so, state the price of a one-half inch political advertisement. If not, state where in the magazine such an

9 8 0 4 3 8 9 5 4 1 8

advertisement could appear pursuant to the magazine's policies stated in response to questions 1 and 2, and the cost(s) in such location(s).

The one-half inch political ad at issue could not have appeared on this page of the magazine without the TWEEZERMAN advertisement as Glamour magazine itself sells no ads smaller than one-sixth page. Glamour's 1996 general advertising rate for a one-sixth page black and white ad was \$11,830. However, under certain circumstances outside brokers/representatives are permitted to sell advertising space (from 1/6 page to multiple pages) in the magazine in smaller ad spaces to their advertising customers, subject to the approval of Conde Nast.

Dated: March 28, 1997

Ann Zehren
Ann Zehren
Associate Publisher
Glamour Magazine

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

Sworn To and Subscribed
Before Me This 28th Day
of March, 1997

Dora Ramos
Notary Public
DORA V. RAMOS
Notary Public, State of New York
No. 69-4804672
Qualified in Bronx County
Certificate filed in New York County
Commission Expires Oct. 31, 1998

93043895419

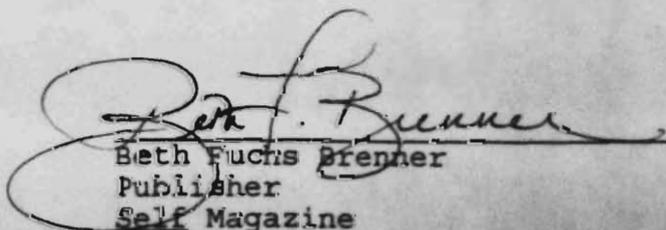
FEDERAL ELECTION COMMISSION SUBPOENA MUR 4340 TO SELF MAGAZINE

Beth Fuchs Brenner, of full age, being duly sworn, hereby deposes and says:

As stated in my February 18, 1997 response to question 3(c) of the subpoena, the cost billed by Self in Invoice No. 330642G01P for the Self April 1996 advertisement promoting TWEEZERMAN Corporation and Dal LaMagna's 1996 campaign was \$12,435.50. This cost is the cost of a one-third page black and white ad based on the general advertising rate in Self's 1996 rate card minus the agency discount.

The amount TWEEZERMAN listed on its insertion order (a copy of which has already been provided) as the cost for the April 1996 advertisement was \$11,191.95, based on TWEEZERMAN's incorrect assumption that the advertisement qualified for the mass retail advertising rate contained in Self's rate card. Based on this mistake, TWEEZERMAN Corporation issued a check dated April 26, 1996 (a copy of which has already been provided) paying \$11,194.50 for the advertisement, as stated in my response to question 4(h) of the subpoena. Self has no knowledge regarding why TWEEZERMAN issued a check paying \$11,194.50 for the ad, which is \$2.55 more than the \$11,191.95 amount TWEEZERMAN listed on its insertion order. According to Self's credit department, TWEEZERMAN still owes a \$1,241.00 balance on the \$12,435.50 cost of the advertisement.

Dated: March 13, 1997

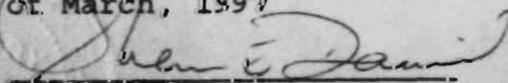

Beth Fuchs Brenner
Publisher
Self Magazine

STATE OF New York)

COUNTY OF New York)

ss:

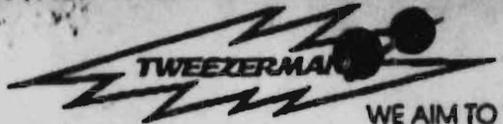
Sworn To and Subscribed
Before Me: This 13th Day
of March, 1997


Notary Public

SHARON E DANIEL
Notary Public, State of New York
No. 41-4065230
Qualified in Kings County
Certificate filed in New York County
Commission Expires April 16, 1998

75089

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WE AIM TO TWEETZ™

55 Sea Cliff Avenue, Glen Cove, New York 11542-3695
Phone: 516-676-7772 • Fax: 516-676-7998

INSERTION ORDER GLAMOUR MAGAZINE

Date: October 17, 1995

Advertiser: **TWEEZERMAN**
55 Sea Cliff Avenue
Glen Cove, NY 11542

Phone: 516-676-7772

Fax: 516-676-7998

Contact: Dal LaMagna or Yvonne Leslie

Issue (s) January, 1996 thru December, 1996

Frequency: 12x (four pages)

Size/Color: 1/3 page vertical, black and white, non-bleed with
option to run 2 color

Rate: \$17,558 gross (less 4% less 15%) = \$14,327.32 net
black and white
\$25,421 gross (less 4% less 15%) = \$20,743.53 net
2 color

Position: Masthead page (editorial/business) guaranteed
for 6 insertions
Best effort for Masthead 6x if not Contributors page

Note: **TWEEZERMAN** has the option not to run in any
issue where these positions are not available.

Signature: Yvonne Leslie

Date: 10/17/95

40/25

98043895421

Date:	<u>10/17/95</u>	Ad Class Code:	<u>D110</u>
Salesperson:			<u>Chris Brill</u>
Salesperson code:			<u>1037</u>
Traffic Dept.:			

ATT.
DAWN
VAREHO

THE CONDE NAST PUBLICATIONS, INC.

P.O. BOX 5350

NEW YORK, NY 10087-5350

VOGUE • ARCHITECTURAL DIGEST • GLAMOUR • MADEMOISELLE • BRIDE'S • SELF • GO
VANITY FAIR • GOURMET • BON APPETIT • CONDE NAST TRAVELER • DETAILS • ALLURE • STREET & SMITH

INVOICE

COPY

BILL TO: TWEEZERMAN
55 SEA CLIFF AVENUE
GLEN COVE, NY 11542-3695



INVOICE NO.	330224001P
DATE	03/12/96
TERMS	NET 30
PAID BY	04/10/96

ADVERTISER: TWEEZERMAN

073231001

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MAGAZINE	SALES PERSON	BILLING INQUIRIES
GLAMOUR	1120 ZIVYAK, MICHAEL	MICHELLE SGUEGLIA PHONE: 212-880-8032 FAX: 212-880-6649

ISSUE	PRODUCT	PAGE	DESCRIPTION	AMOUNT
04/01/96	TWEEZERS	32	1 1/3 PAGE VERTICAL BLACK & WHITE NATIONAL ORDER#: I/O DATE: 10/17/95 RETAIL 3X RATE NET PRIOR TO COMMISSION: AGENCY DISCOUNT: TOTAL:	17,558.00 17,558.00 2,633.70- 14,924.30

INTEREST WILL BE CHARGED AT
THE RATE OF 1.5% PER MONTH
ON ALL PAST DUE BALANCES

INVOICE TOTAL

14,924.30

TWEEZERMAN

PROFESSIONAL MANICURE

Use TWEEZERMAN's professional cuticle nipper at home or bring to your nail technician to ensure a safe manicure.

FREE
LIFETIME
SHARPENING



Available at:
Sally Beauty Supply
1-800-284-SALLY.
Participating
Merle Norman Studios
1-800-40MERLE
Beauty Supply Stores
Everywhere

VISIT US ON THE INTERNET
<http://www.tweezerman.com>

TWEEZERMAN FOR CONGRESS IN '96
Vote for Dai LaMagna in Congress
District 3 on Long Island, New York

(Paid for by Dai LaMagna)

GLAMOUR®

Exhibit B
May 1996

© Clinique Laboratories, Inc.

Publisher MARY G. BERNER
Associate Publisher/Advertising Marketing Services Director DEBORAH I. FINE
ANNE KALLIN ZEHREN

Advertising Director EVA DILLON
Advertising Manager STEPHANIE S. BRITTON
Sales Development Manager LIZ KAYE FLEISCHMAN
Executive Beauty Director TERRY L. DRAGOUMIS
Executive Fashion Director LYNN SCOTTI KASSAR
Director of Fashion Advertising MILTON B. KAPLAN
Director of Beauty Advertising LAURIE A. EVANS
Consumer Products Director JUDITH C. MOONEY
Beauty Manager SALLY WHALING
Account Manager SUSAN CHISHOLM
Account Manager MICHAEL ZIVYAK
Business Manager KAREN ANNE MINARIK
Promotion Director ELIZABETH TIGHE
Promotion Manager KAREN LEYDEN GROSS
Promotion Production Manager MARTHA F. MOORE

Special Events Manager WENDY SHELDON
Promotion Design Director SHEILA SULLIVAN
Retail Merchandising Director DEBRA J. PICKREL

Marketing Director CHRISTINE LIPPE, *Senior Merchandising Editor*
Assistant to the Publisher DEBORAH L. McKEAND, *Associate Merchandising Editor*
New England Representative HOWARD GRIER
DOROTHY WATFORD

Midwest Offices Harle Wehde Associates
44 Pickwick Road, Marblehead, MA 01945
Tory McCarthy, *Midwest Manager* Jill G. O'Toole
875 North Michigan Ave., Chicago IL 60611
Larry Wallace, *Detroit Manager*
3250 W. Big Beaver Road, Suite 233, Troy, MI 48064

West Coast Offices Arthur Bartholomew, *West Coast Manager*
Catherine M. Nelson, *Los Angeles Manager*
6300 Wilshire Blvd., Los Angeles CA 90048
Robin McKnight, Anne Sartwell, *San Francisco Manager*
50 Francisco Street, San Francisco CA 94133

Southeast Representatives Lindsay Mann & Company
1000 Holcomb Woods Parkway, Suite 108, Roswell, GA 30088

Florida Swain & Eversole
18240 Wayne Road, Odessa, FL 33566

Southwest Representatives Kelly/Tremblay & Co.
15400 Knoll Trail Drive, Suite 110, Dallas TX 75248

The Condé Nast Publications Inc.
Condé Nast Building, 350 Madison Ave., New York NY 10017
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Deputy Chairman—Editorial ALEXANDER UBERMAN

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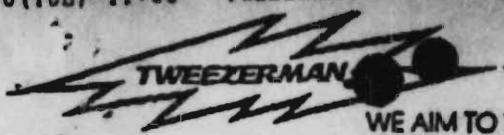
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Vice President—Director of Public Relations PAUL WILMOT
Vice President—Market Research STEPHEN BLACKER

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Vice President—Advertising Business Manager DONALD PERRI

Vice President—Editorial Business Manager LINDA RICE
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Chairman—Asia-Pacific BERNARD H. LESER
President—Asia-Pacific DIDIER GUÉRIN



WE AIM TO TWEETZ™

55 Sea Cliff Avenue, Glen Cove, New York 11542-3698
Phone: 516-676-7772 • Fax: 516-676-7998

INSERTION ORDER GLAMOUR MAGAZINE

Date: October 17, 1995

Advertiser: **TWEEZERMAN**
55 Sea Cliff Avenue
Glen Cove, NY 11542

Date: 10/25

Phone: 516-676-7772

Fax: 516-676-7998

Contact: Dal LaMagna or Yvonne Leslie

Issue (s) January, 1996 thru December, 1996

Frequency: 12x (four pages)

Size/Color: 1/3 page vertical, black and white, non-bleed with
option to run 2 color

Rate: \$17,558 gross (less 4% less 15%) = \$14,327.32 net
black and white
\$25,421 gross (less 4% less 15%) = \$20,743.53 net
2 color

Position: Masthead page (editorial/business) guaranteed
for 6 insertions
Best effort for Masthead 6x if not Contributors page

Note: **TWEEZERMAN** has the option not to run in any
issue where these positions are not available.

Signature: *Yvonne Leslie*

Date: 10/17/95

98043895425

Date:	<u>10/17/95</u>	Ad Class Code:	<u>D110</u>
Salesperson:	<u>Chris Brill</u>		
Salesperson code:	<u>1037</u>		
Traffic Dept.:	_____		

THE CONDE NAST PUBLICATIONS, INC.

P.O. BOX 5350

NEW YORK, NY 10087-5350

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VANITY FAIR • GOURMET • BON APPETIT • CONDE NAST TRAVELER • DETAILS • ALLURE • STREET & SMITH

INVOICE

0025

BILL TO: TWEEZERMAN
55 SEA CLIFF AVENUE
GLEN COVE, NY 11542-3695



INVOICE NO.	331613001P
	04/16/96
	NET 30
	05/15/96

ADVERTISER: TWEEZERMAN

073231001

98043805426

MAGAZINE	SALES PERSON	BILLING INQUIRIES
GLAMOUR	1120 ZIVYAK, MICHAEL	MICHELLE SGUEGLIA PHONE: 212-880-8032 FAX: 212-880-6649

SEQ	ISSUE	PRODUCT	PAGE	DESCRIPTION	AMOUNT
	05/01/96	MANICURE	26	1 1/3 PAGE VERTICAL BLACK & WHITE NATIONAL. ORDER#: I/O DATE: 10/17/95 RETAIL 3% RATE NET PRIOR TO COMMISSION: AGENCY DISCOUNT: TOTAL:	17,558.00 17,558.00 2,633.70- 14,924.30

INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER MONTH ON ALL PAST DUE BALANCES

INVOICE TOTAL

14,924.30

TWEEZERMAN

LUSCIOUS LASHES



Curl your lashes with our new no pinch, no stick, gentle lash curler. Warm pad for a super curl. After applying mascara remove excess by using our Gold Plated Metal Tooth lashcomb. Repeat several times for perfect lashes.

Available at:
SALLY BEAUTY
SUPPLY
1 800 284-SALLY
Participating
MERCER NORMAN
STUDIOS
1 800 40MERLE
BEAUTY
COUNTERS
EVERYWHERE

VISIT ON THE INTERNET
<http://www.tweezerman.com>

TWEEZERMAN FOR U.S. CONGRESS IN '96
Vote for Dal LaMagna for U.S. Congress
District 3 on Long Island, New York
(Paid for by Dal LaMagna for Congress)

GLAMOUR®

Exhibit C
June 1996

Publisher MARY G. BERNER

Associate Publisher/Advertising Marketing Services Director DEBORAH I. FINE
ANNE KALLIN ZEHREN

Advertising Director EVA DILLON
National Sales Manager MIKE DEBARTOLO
Sales Development Manager LIZ KAYE FLEISCHMAN
Executive Beauty Director TERRY L. DRAGOUMIS
Executive Fashion Director LYNN SCOTTI KASSAR
Director of Fashion Advertising MILTON B. KAPLAN
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Consumer Products Director JUDITH C. MOONEY
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Retail Merchandising Manager CHRISTINE LIPPE
DEBORAH L. MCKEAN, *Associate Merchandising Editor*
Marketing Director HOWARD GRIER
Marketing Manager ANTHONY J. SARCONI
Assistant to the Publisher DOROTHY L. WATFORD
New England Representative Harle Wehde Associates

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Tony McCarthy, *Midwest Manager* Jill G. O'Toole
875 North Michigan Ave., Chicago IL 60611
Larry Wallace, *Detroit Manager*

West Coast Offices
3250 W. Big Beaver Road, Suite 233, Troy, MI 48064
Arthur Bartholomew, *West Coast Manager*
Catherine M. Nelson, *Los Angeles Manager*
6300 Wilshire Blvd., Los Angeles CA 90048
Robin McKnight, Anne Sorwell, *San Francisco Managers*
50 Francisco Street, San Francisco CA 94133

Southeast Representatives
Lindsay, Mann & Company
1000 Holcomb Woods Parkway, Suite 108, Roswell, GA 300

Florida
Swain & Eversole
18240 Wayne Road, Odessa, FL 33556

Southwest Representatives
Kelly/Tremblay & Co.
15400 Knoll Trail Drive, Suite 110, Dallas TX 75248

.....
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Vice President-Editorial (Business Manager) LINDA RICE
Director of Advertising Production PHILIP V. LENTINI
Chairman-Asia-Pacific BERNARD H. LESER
President-Asia-Pacific DIDIER GUÉRIN

Coff
N

TWEEZERMAN

WE AIM TO TWEETZ™

55 Sea Cliff Avenue, Glen Cove, New York 11542-3695
Phone: 516-676-7772 - Fax: 516-676-7998

INSERTION ORDER GLAMOUR MAGAZINE

Date: October 17, 1995

Advertiser: **TWEEZERMAN**
55 Sea Cliff Avenue
Glen Cove, NY 11542

Phone: 516-676-7772

Fax: 516-676-7998

Contact: Dal LaMagna or Yvonne Leslie

Issue (s) January, 1996 thru December, 1996

Frequency: 12x (four pages)

Size/Color: 1/3 page vertical, black and white, non-bleed with
option to run 2 color

Rate: \$17,558 gross (less 4% less 15%) = \$14,327.32 net
black and white
\$25,421 gross (less 4% less 15%) = \$20,743.53 net
2 color

Position: Masthead page (editorial/business) guaranteed
for 6 insertions
Best effort for Masthead 6x if not Contributors page

Note: **TWEEZERMAN** has the option not to run in any
issue where these positions are not available.

Signature: *Yvonne Leslie*

Date: 10/17/95

Date: 10/25

93043095428

Date: 10/17/95 Ad Class Code: D110
Salesperson: Chris Brill
Salesperson code: 1037
Traffic Dept. _____

THE CONDE NAST PUBLICATIONS, INC.

P.O. BOX 5350

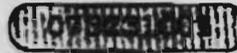
NEW YORK, NY 10087-5350

VOGUE • ARCHITECTURAL DIGEST • GLAMOUR • MADEMOISELLE • BRIDE'S • SELF • GO
 VANITY FAIR • GOURMET • BON APPETIT • CONDE NAST TRAVELER • DETAILS • ALLURE • STREET & SMITH

INVOICE

COPY

BILL TO: TWEEZERMAN
 55 SEA CLIFF AVENUE
 GLEN COVE, NY 11542-3695



INVOICE NO	333670001P
	05/14/96
	NET 30
	06/12/96

ADVERTISER: TWEEZERMAN

073231001

98043895429

MAGAZINE	SALES PERSON	BILLING INQUIRIES
GLAMOUR	1120 ZIVYAK, MICHAEL	MICHELLE SGUEGLIA PHONE: 212-880-8032 FAX: 212-880-6649

SEC	ISSUE	PRODUCT	PAGE	DESCRIPTION	AMOUNT
	06/01/96	LASH	24	1 1/3 PAGE VERTICAL BLACK & WHITE NATIONAL ORDER#: I/O DATE: 10/17/95 RETAIL 3X RATE NET PRIOR TO COMMISSION: AGENCY DISCOUNT: TOTAL:	17,558.00 17,558.00 2,833.70- 14,924.30

INTEREST WILL BE CHARGED AT
 THE RATE OF 1.5% PER MONTH
 ON ALL PAST DUE BALANCES

INVOICE TOTAL

14,924.30

3044M

INVOICE SELECTED

NAME #073231001 PUB INV 330224 ITEM 1 SEQ A P
ADD MANUAL INVOICE

INVC SRCE _____ TR-COMMENT _____
CASH _____ PAYMENT _____
DISC _____ DISC GIVN _____
INVC DATE 03/12/96 DISC LEFT _____
DISPUTE _____

NET SPACE 14924.30
PROD CHGS
PROD COMM
SALES TAX
DISC AMT
TOTAL AMT 14924.30
BALANCE

CHECK # _____ COMMENT _____

PUB GLAM
ISSUE 04/01/96 ✓
JOB# 626834901

AGEING 42
ADJ-INVC#
INVC CODE
INVC SRCE ADVS
NBR TRANS 1
ORDERS 1
SLS# 1120

ADV NAME TWEEZERMAN ✓
AGY NAME

LAST ACT EDTL DATE 04/23/96
11-IWO 12=CDT 24->

1-HLP 3-END 5+INQ 6-LST 8-NXT

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3043M

END OF LIST REACHED

NAME #073231001 PUB INV 330224 ITEM 1 SEQ A

BATCH#	* OPID	BCHS	*-DATE*	TRNS	*CASH AMT*	*CHECK-NBR*	*-----COMMENT-----*
99978105	PEG	CASH	04/23/96	PAY	14924.30	13297	4/12/96CK#13297

payment of April issue

9
8
0
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1=HLP

3=END

6=LST 7=UP 8=DWN

BOTTOM
12=CDT 24->

3044M
NAME #073231001

INVOICE SELECTED

PUB _____ INV 331613 ITEM 1 SEQ A P

ADD MANUAL INVOICE

INVC SRCE _____
CASH _____
DISC _____
INVC DATE 04/16/96
DISPUTE _____

TR-COMMENT _____
PAYMENT _____
DISC GIVN _____
DISC LEFT _____

NET SPACE 14924.30
PROD CHGS
PROD COMM
SALES TAX
DISC AMT
TOTAL AMT 14924.30 ✓
BALANCE

CHECK # _____

COMMENT _____

PUB GLAM
ISSUE 05/01/96 ✓
JOB# 626835001

AGEING 34

ADV NAME TWEEZERMAN ✓

ADJ-INVC#

AGY NAME

INVC CODE

INVC SRCE ADVS

NBR TRANS 1

ORDERS 1

SLS# 1120

LAST ACT EDTL DATE 05/22/96
11-IWO 12=CDT 24->

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3-END

5+INQ 6=LST

8-NXT

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3043M

END OF LIST REACHED

NAME #073231001 TWEEZERMAN PUB ___ INV 331613 ITEM 1 SEQ A

BATCH#	* OPID	BCHS	*-DATE-	* TRNS	*CASH AMT*	*CHECK-NBR*	*-----COMMENT-----*
99978005	PEG	CASH	05/22/96	PAY	14924.30	13558	5/10/96CK#13558

payment of May issue

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6-LST 7-UP 8=DWN

BOTTOM
12=CDT 24->

3044M

INVOICE SELECTED

NAME #073231001

PUB INV 333670 ITEM 1 SEQ A P

ADD MANUAL INVOICE

INVC SRCE TR-COMMENT

CASH PAYMENT

DISC DISC GIVN

INVC DATE 05/14/96 DISC LEFT

DISPUTE

NET SPACE 14924.30

PROD CHGS

PROD COMM

SALES TAX

DISC AMT

TOTAL AMT 14924.30 ✓

BALANCE

CHECK # COMMENT

PUB GLAM

ISSUE 06/01/96 ✓

JOB# 626835101

ADV NAME TWEEZERMAN ✓

AGY NAME

AGEING 35

ADJ-INVC#

INVC CODE

INVC SRCE ADVS

NBR TRANS 1

ORDERS 1

SLS# 1120

LAST ACT EDTL DATE 06/21/96

11-IWO 12=CDT 24->

1=HLP

3=END

5+INQ 6=LST

8=NXT

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3043M

END OF LIST REACHED

NAME #073231001 Twelzerman PUB ___ INV 333670 ITEM 1 SEQ A

BATCH#-	OPID	BCHS	*-DATE-*	TRNS	*CASH AMT-*	*CHECK-NBR*	*-----COMMENT-----*
99977889	PEG	CASH	06/21/96	PAY	14924.30	13833	6/7/96CK#13833 ✓

payment of June issue

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1-HLP

3-END

6-LST 7-UP 8-DWN

BOTTOM
12=CDT 24->

BEFORE THE FEDERAL ELECTION COMMISSION

RECEIVED
FEDERAL ELECTION
COMMISSION
SECRET
FEB 9 2 55 PM '93

In the Matter of)
)
Dal LaMagna; Dal LaMagna for) MUR 4340
Congress and Frank Suttell, as treasurer,)
TWEEZERMAN Corporation)

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On January 7, 1997, the Commission found reason to believe the Dal LaMagna for Congress Committee (the "Committee") and Frank Suttell, as treasurer, violated 2 U.S.C. §§ 441b(a) and 441d(a), provisions of the Federal Election Campaign Act of 1971, as amended, (the "Act"). On the same date, the Commission also found reason to believe the TWEEZERMAN® Corporation (the "Corporation") violated 2 U.S.C. §§ 441b(a) and 441d(a), and that Dal LaMagna (the "candidate") violated 2 U.S.C. § 441(b)(a).¹ The Commission approved subpoenas to the Respondents and to three non-respondent witnesses, which were sent out on January 17, 1997.

This Office has received responses to the issued subpoenas, and a request from the Respondents to take no further action or, alternatively, to settle this matter through pre-probable cause conciliation. This report analyzes any additional information received in the responses to the subpoenas. This report also recommends that the Commission enter into pre-probable cause conciliation.

¹ The Commission further found no reason to believe that the Committee and Frank Suttell, as treasurer, violated 2 U.S.C. §§ 434(b)(4)(A) and 439a.

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II. ANALYSIS

A. Magazine Advertisements

This Office initially reported that the Corporation took out six advertisements in Allure (April and May 1996), Glamour (April, May and June) and Self (April) magazines, and that the ads contained the statement "TWEEZERMAN FOR CONGRESS IN '96 Vote for Dal LaMagna in the Third District on Long Island" at the bottom. Those ads included the disclaimer "Paid for by Dal LaMagna for Congress," except for the April 1996 issue of Self magazine which did not include a disclaimer.

The responses to the subpoenas have identified three additional similar ads placed in Creative Designer (May/June) and Nails (March and May), with only the March Nails ad lacking a disclaimer. Additionally, the subpoena responses identified payments made by the Committee to the Corporation for a pro-rated share of the advertising purchase, which was calculated at between 5% and 7.6% per advertisement based on "the total cost of the portion of the ad allocable to the Committee's message."² Attachment 1, pp. 11, 14, 19.

i. Disclaimer issue

With respect to the missing disclaimers on two of the advertisements, respondents' response to the subpoena simply refers to their earlier acknowledgment that the disclaimer was "inadvertently left off of the first ads" (i.e., the April Self and the March Nails). Attachment 1, p.

² It appears that all Committee disbursements to the Corporation for the advertising were reported in Schedule B of the disclosure report filed on July 15, 1996. The Committee's disclosure reports show four payments to TWEEZERMAN Corporation for "co-operative advertising": \$1,560.32 on April 17, 1996; \$2,093.46 on April 30, 1996; \$925.31 on May 31, 1996; and \$89.85 on June 28, 1996, for a total of \$4668.94.

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2, note 2. Thus, the violations of 2 U.S.C. § 441d for the magazine advertisements are not contested by the Committee.

ii. Corporate contribution issues

The more complex questions concern alleged corporate contributions related to the advertising. The first question concerning alleged corporate contributions is whether, as the complaint concludes, all of the ads constituted illegal activity in violation of section 441b(a), regardless of the existence of a proper disclaimer, because "[t]he campaign alone could not have purchased the magazine locations in which it advertised without 'piggybacking' on the corporation's buy." According to the magazine's responses to the subpoenas, an advertisement the size of the campaign message alone could not have been purchased because "the magazine itself sells no ads smaller than 1/6 of a page." Attachment 2, pp. 3, 6, 11. They further stated, however, that "under certain circumstances outside brokers/representatives are permitted to sell advertising space (from 1/6 page to multiple pages) in the magazine in smaller ad spaces to their advertising customers, subject to the approval of Conde Nast." Attachment 2, pp. 3-4, 6-7, 11. Given the broad definition of a contribution, which includes "anything of value," a corporation's advertisement that includes a campaign ad, even where the campaign pays a share of the cost, appears on its face to be a corporate contribution, given the fact that absent the corporate advertisement the campaign probably could not have placed an advertisement in the magazine.

The next question is whether the campaign's use of the phrase "TWEEZERMAN for Congress" amounts to an improper corporate contribution to the campaign because of the use of the corporate name in the political advertising³ even if the campaign paid its pro rata share of the

³ The example in the complaint was that "TWEEZERMAN[®] for Congress" is improper, as would be "MICRO-SOFT for Congress" in the event Bill Gates ran."

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advertisement costs. Such advertising by the corporation necessarily promotes the candidate through association with a commercial product. Although Respondents argue that Dal LaMagna is personally known as "Tweezerman," it is also the name of the corporation and is a registered trademark,⁴ and so the use of the name on behalf of the campaign appears to constitute something of value that the corporation is providing to the campaign, thereby making use of the name a prohibited corporate contribution.⁵

B. Internet Web Sites

i. Disclaimer issue

Neither the Committee's website nor the Corporation's website included a disclaimer. The Commission determined in Advisory Opinion 1995-9 that use of a World Wide Web site operated by a political committee should be viewed as a form of general political advertising, and thus the disclaimer requirement applies. See 2 U.S.C. § 441d(a). It also appears that the corporation's web site should have required a disclaimer, because it referred readers to the campaign web site where contributions were solicited. See MURs 3546 (Clinton for President) and 3980 (Hipp for Congress).

⁴ Mr. LaMagna started the business in 1978 and incorporated TWEEZERMAN Corporation in 1983.

⁵ This Office notes that other unanswered questions raise the possibility of other forms of corporate contribution. Although the Committee disclosed payments to the corporation for its share of the ads, significant questions remain regarding the placement of the ads and the timing of the payments. For example, this Office questions whether the Committee's initial payment to the corporation for "co-operative advertising" on April 17, 1996 was timely payment for the April ads in Allure, Glamour, and Self. However, this Office does not propose spending further resources on this issue at this time.

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ii. Corporate contribution

The record indicates that the Corporation and the Committee separately maintained and paid for their websites. Nevertheless, the link itself constitutes a contribution as defined in the Act. Section 441b(b)(2) broadly defines "contribution" as "anything of value." While the Respondents assert that there is no financial benefit to the Committee, the reference in the Corporation's website directing users to the campaign site does appear to constitute something of value, i.e., additional exposure to members of the general public, which is tantamount to advertising.

The Respondents argue that "[w]eb sites routinely refer users to additional web sites. These links are free of charge and it is these references which make "surfing the net" possible and popular." Initial Response, dated May 29, 1996, p. 4. Although the Respondents are correct in stating that links between sites are routinely used and that links make surfing the net easy, they are incorrect in further stating that "[t]hese links are [customarily] free of charge." *Id.* There is no disputing that paid advertising and paid hyperlinks on the World Wide Web are a very big business. More importantly, the mere fact that something is ordinarily provided free of charge does not alone answer the question of whether it has value -- certainly, something can be free of charge but still have value.

C. Office Space and Equipment

i. Office Space

Respondents assert that the office space was specifically set up "[i]n order to ensure that the candidate did not use corporate resources for his campaign." Attachment 1, p. 6. The record

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reflects that the rented space at the Corporation did not serve as campaign headquarters,⁶ as originally alleged, and that the campaign reimbursed the Corporation for use of the facilities. See 11 C.F.R. §§ 114.9(a)(2) and (d). If goods or services are provided at less than the usual and normal charge, the amount of the in-kind contribution is the difference between the usual and normal charge for the goods or services at the time of the contribution and the amount charged the political committee. 11 C.F.R. § 100.7(a)(1)(iii). However, the record as it exists at this time also appears to support respondents' position that they charged the campaign committee sufficient rent.

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Respondents stated that the campaign rented an office in the corporation's building and that the corporation "has in the ordinary course of business rented space in its building to numerous outside entities." However, respondents were unable to provide sample leases of their own space that were sufficiently comparable in terms of amount of space provided or length of time the space was leased to provide a basis for determining whether the amount the Tweezerman Corporation charged the committee was the "usual and normal" charge.

The Corporation stated in its responses to the interrogatories, however, that before determining the rent to charge the Committee, the corporation had done a market survey to determine the rent charged for similar space. The Corporation stated further that based on its survey, office space of this type rents for an annual fee of between \$8 and \$15 per square foot. Respondents explained that in this instance the corporation charged the Committee \$15 per square foot "because it was a short term rental and included certain amenities (consistent with the

⁶ Disclosure reports indicate that, as of May 1996, the Committee rented a headquarters building separate from the facilities rented at the Corporation. Office space at both the Headquarters and the Corporation were maintained through the election.

corporation's general practice) such as the use of bathrooms." Id. Respondents further stated that "[t]he total rent charged to the Committee was \$150 per month, or \$1,800 per year, for an office of 120 square feet." Id. Thus, it does not appear that any contribution resulted from the amount of rent charged by the Corporation to the Committee.

ii. Equipment Rental

Respondents assert that the equipment rented from the corporation was properly paid for and reported by the committee. See 11 C.F.R. §§ 114.9(a)(2) and (d). The Committee reports indicate that it made payments to the Corporation at the end of each month for the following month on the rental of the equipment and phone line charges. However, some questions remain regarding the sufficiency of the amount charged for the equipment rented by the Corporation to respondents.

Respondents have shown that the fax number was devoted exclusively to the campaign, and was leased from the Corporation at a fair market value, based on the monthly charge for the phone line of \$30 a month. Attachment 1, p. 6.

The Committee also rented a fax machine for \$10, a rate supposedly based on the cost of the fax machine (approximately \$300) prorated. Id. While Respondents assert that the \$10 per month charge represents fair market value, this claim is not adequately supported. A brief survey conducted by the Office of the General Counsel indicates that that the monthly rental rate for the identical make and model of fax machine rented by the Committee (a Brother Intel 635) is somewhere between \$45-\$65/month. Thus, the Corporation's rental of the fax machine at a

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below market rate of \$10 per month for a period of ten months appears to constitute a prohibited in-kind contribution to the Committee of at least \$350.

The Committee also rented 4 computers from the Corporation at a rate of \$100 for each computer per month. Attachment 1, p. 6. The Respondents state that this rate was based both on the cost of the equipment "and an evaluation of the market rental rates for such equipment." Initial Response at p.5, n.1. Although the Office of the General Counsel accepts the claimed rate as reasonable, there are inconsistencies between the stated rental rate and the Committee's representations as to the amount of rent paid to the Corporation. ⁸

While the Committee appears to have paid \$400 per month for the 4 computers from February through July 1996, the amount decreases to \$200 per month for the period of August through November, 1996. Attachment 1, pp. 21-22.⁹ The record contains no indication that the Committee ever reduced the number of computers it was renting from the Corporation prior to November 1996. In fact, the Respondent's Interrogatory Answers state that 4 computers were rented from 2/01/96 through 11/30/96. Attachment 1, p.6. Thus, for the final four months of the campaign, the Corporation rented the 4 computers to the committee at only half the stated rate of

⁸ In its Interrogatory Responses, Respondents provide conflicting information as to whether the rent paid on the 4 computers was "\$100 per month for each computer" or "200" per month for four computers. Attachment 1, p. 21 (compare narrative response to 6(d) with chart provided in response to 6(c)).

⁹ The records of payments show the monthly remittance for "Rent-Equipment" of \$440 per month (including \$30 for the fax line, \$10 for the fax machine and \$400 for the computers) from February through July 1996. These remittance decrease to \$240 per month beginning in August 1996. For September through November 1996, the \$240 per month in equipment rental is bundled with the \$150 per month in office rental for a "rent Eq & Off" payment of \$390 per month.

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\$100 per month for each computer. This below market rental of computers appears to constitute a prohibited in-kind contribution to the Committee in the amount of \$800

Finally, the initial report to the Commission pointed out an apparent discrepancy with payments disclosed by the Committee to the Corporation in the amount of \$27.59 on April 3, 1996 and \$163.06 on June 30, 1996 for "telecommunication." Those figures did not match the Committee's purported rental prices for the fax machine and fax phone line. The Committee has clarified that those expenses (and subsequent similar payments) were for Internet hookup and related telephone charges, not fax rentals and related telephone charges.

D. Corporation trade show display

The Commission found reason to believe that the "Dal LaMagna for Congress" banners displayed at the Corporation's booth at an international beauty show in New York constituted a corporate contribution. Respondents' previous response to the complaint acknowledged that one of the two sales booths that the corporation rented included a banner stating "Dal LaMagna/TWEEZERMAN for Congress." The response added that this occurred at the beginning of the campaign "and has not and will not be used again." Nonetheless, use of the banners constituted a violation of 2 U.S.C. § 441b(a).

III. CONCILIATION AND CIVIL PENALTY DISCUSSION

This Office proposes to send respondents one combined conciliation agreement

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IV. RECOMMENDATIONS

1. Enter into pre-probable cause conciliation with Dal LaMagna for Congress and Frank Suttell, as treasurer; TWEEZERMAN Corporation; and Dal LaMagna.
2. Approve the attached joint Conciliation Agreement.
3. Approve the appropriate letter.

Lawrence M. Noble
General Counsel

Date 2/9/99

BY: _____
Lois G. Lerner
Associate General Counsel

Attachments

1. Respondents' Subpoena Responses
2. Proposed Conciliation Agreement

Staff Assigned: Abigail Shaine

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Shaine

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)	
)	MUR 4340
Dal LaMagna; Dal LaMagna for)	
Congress and Frank Suttell, as)	
treasurer;)	
TWEEZERMAN Corporation)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on February 24, 1998, do hereby certify that the Commission decided by a vote of 4-1 to take the following actions in MUR 4340:

1. Enter into pre-probable cause conciliation with Dal LaMagna for Congress and Frank Suttell, as treasurer; TWEEZERMAN Corporation; and Dal LaMagna.
2. Approve the joint Conciliation Agreement recommended in the General Counsel's February 9, 1998 report.
3. Approve the appropriate letter recommended in the General Counsel's February 9, 1998 report.

Commissioners Aikens, Elliott, McDonald, and McGarry voted affirmatively for the decision; Commissioner Thomas dissented.

Attest:

2-26-98
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

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FEDERAL ELECTION COMMISSION
Washington, DC 20463

B. Holly Schadler, Esq.
Perkins Coie
607 14th Street, N.W.
Suite 800
Washington, D.C. 20005-2011

February 26, 1998

RE: MUR 4340
Dal LaMagna for Congress Committee and
Frank Suttell, as treasurer,
TWEEZERMAN Corporation;
Dal LaMagna

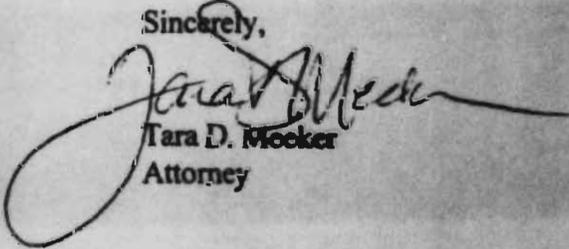
Dear Ms. Schadler:

On January 7, 1997, the Federal Election Commission found reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441b(a) and 441d(a), reason to believe that TWEEZERMAN Corporation violated 2 U.S.C. § 441b(a) and 441d(a), and that Dal LaMagna violated 2 U.S.C. § 441b(a). On February 24, 1998, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact me at (202) 694-1650.

Sincerely,


Tara D. Mocker
Attorney

Enclosure
Conciliation Agreement

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STATEMENT OF DESIGNATION OF COUNSEL

MUR 4340

NAME OF COUNSEL: Ellen L. Weintraub and B. Holly Schadler

ADDRESS: Perkins Coie
607 14th Street, N.W., Suite 800
Washington, DC 20005-2011

TELEPHONE: (202) 434-1639

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

7/16/98
Date

Frank M. Suttell
Signature

RESPONDENT'S NAME: Dal LaMagna for Congress Committee and TWEEZERMAN Corp.

ADDRESS: 55 Sea Cliff Avenue
Glen Cove
New York, NY 11542-3695

TELEPHONE: HOME () _____

BUSINESS (516) 676-8097

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SENSITIVE

In the Matter of)	
)	MUR 4340
Dal LaMagna for Congress Committee and)	
Frank Suttell, as treasurer;)	
TWEEZERMAN Corporation;)	
Dal LaMagna)	
)	MUR 4685
Dal LaMagna for Congress Committee and)	
Frank Suttell, as treasurer)	

GENERAL COUNSEL'S REPORT

I. BACKGROUND

A. MUR 4340

On January 7, 1997, the Commission found reason to believe the Dal LaMagna for Congress Committee (the "Committee") and Frank Suttell, as treasurer, violated 2 U.S.C. § 441b(a) and 441d(a), provisions of the Federal Election Campaign Act of 1971, as amended, (the "Act"). On the same date, the Commission also found reason to believe the TWEEZERMAN Corporation (the "Corporation") violated 2 U.S.C. § 441b(a) and 441d(a), and that Dal LaMagna (the "candidate") violated 2 U.S.C. § 441b(a).¹

¹ The Commission further found no reason to believe that the Committee and Frank Suttell, as treasurer, violated 2 U.S.C. § 434(b)(4)(A) and 439a.

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B. MUR 4685

On October 20, 1997, the Commission found reason to believe the Dal LaMagna for Congress Committee (the "Committee") and Frank Suttell, as treasurer, violated 2 U.S.C. § 434(a)(6)(A), a provision of the Federal Election Campaign Act of 1971, as amended, (the "Act"), for failure to file one forty-eight hour notification ("48 Hour Notice") for a contribution totaling \$100,000 from the personal funds of the candidate.

II. DISCUSSION

A. MUR 4340

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Accordingly, this Office recommends that the Commission end conciliation prior to a finding of probable cause to believe and approve the appropriate letters. This Office would then move to the next stage of the enforcement process.

B. MUR 4685

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Accordingly, this Office recommends that the Commission end conciliation prior to a

finding of probable cause to believe and approve the appropriate letters. This Office would then move to the next stage of the enforcement process.

III. RECOMMENDATIONS

End conciliation prior to a finding of probable cause to believe in MURs 4340 and 4685.

Approve the appropriate letter.

Lawrence M. Noble
General Counsel

03/17/8
Date

BY:

[Signature]
Lois G. Lerner
Associate General Counsel

Attachments

Conciliation Agreement to MUR 4340

Staff assigned: Tara Meeker

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)	
)	
Dal LaMagna for Congress Committee and)	MUR 4340
Frank Suttell, as treasurer;)	
TWEEZERMAN Corporation;)	
Dal LaMagna.)	
)	
Dal LaMagna for Congress Committee and)	MUR 4685
Frank Suttell, as treasurer.)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on July 7, 1998, the Commission decided by a vote of 5-0 to take the following actions in MURs 4340 & 4685:

End conciliation prior to a finding of probable cause to believe in MURs 4340 and 4685.

Approve the appropriate letter, as recommended in the General Counsel's Report dated June 30, 1998.

Commissioners Aikens, Elliott, McDonald, McGarry, and Thomas voted affirmatively for the decision.

Attest:

7-7-98
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Wed., July 01, 1998 11:22 a.m.
Circulated to the Commission: Wed., July 01, 1998 4:00 p.m.
Deadline for vote: Tues., July 07, 1998 4:00 p.m.

lrd

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FEDERAL ELECTION COMMISSION

Washington, DC 20463

B. Holly Schadler, Esq.
Perkins Coie
607 14th Street, N.W.
Suite 800
Washington, D.C. 20005-2011

July 9, 1998

RE: MUR 4340
Dal LaMagna for Congress Committee and
Frank Suttell, as treasurer;
TWEEZERMAN Corporation;
Dal LaMagna

MUR 4685
Dal LaMagna for Congress Committee and
Frank Suttell, as treasurer

Dear Ms. Schadler:

This letter is to confirm the Federal Election Commission's receipt of the counter-proposed conciliation agreements submitted on behalf of your clients, the Dal LaMagna for Congress Committee and Frank Suttell, as treasurer; the TWEEZERMAN Corporation; and Dal LaMagna, on December 2, 1997 (MUR 4685, submitted by Frank Suttell) and April 15, 1998 (MUR 4340). The Commission has reviewed and rejected both counterproposals. Insofar as the 30 day period for pre-probable cause conciliation has elapsed, these matters will now proceed to the next stage of the enforcement process.

If you have any further questions, please contact me at (202) 694-1650.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tara D. Meeker", is written over a horizontal line.

Tara D. Meeker
Attorney

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RECEIVED
FEDERAL ELECTION
COMMISSION
SECRETARIAT

AUG 27 4 10 PM '98

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) MUR 4340
Dal LaMagna for Congress Committee and)
Frank Suttell, as treasurer;)
TWEEZERMAN Corporation;)
Dal LaMagna)
) MUR 4685
Dal LaMagna for Congress Committee and)
Frank Suttell, as treasurer)

SENSITIVE

GENERAL COUNSEL'S REPORT

I. BACKGROUND

Attached is a conciliation agreement which has been signed by Dal LaMagna on behalf of himself; the Dal LaMagna for Congress Committee and Frank Suttell, as treasurer; and the TWEEZERMAN Corporation. The conciliation agreements in MURs 4340 and 4685 have been combined into one conciliation agreement.

A check for the civil penalty has not yet been received.

This Office recommends that the Commission approve the attached counteroffer.

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II. RECOMMENDATIONS

1. Accept the attached conciliation agreement for MURs 4340 and 4685 with Dal LaMagna for Congress Committee and Frank Suttell, as treasurer; the TWEEZERMAN Corporation; and Dal LaMagna.
2. Close the file.
3. Approve the appropriate letters.

Lawrence M. Noble
General Counsel

8/27/98
Date

Lois G. Lerner by AAS
Lois G. Lerner
Associate General Counsel

Attachment

1. Conciliation Agreement

Staff Assigned: Tara Meeker

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Dal LaMagna for Congress Committee and) MUR 4340
Frank Suttell, as treasurer;)
TWEEZERMAN Corporation;)
Dal LaMagna.)
)
Dal LaMagna for Congress Committee and) MUR 4685
Frank Suttell, as treasurer.)

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on September 2, 1998, the Commission decided by a vote of 5-0 to take the following actions in MURs 4340 & 4685:

1. Accept the conciliation agreement for MURs 4340 and 4685 with Dal LaMagna for Congress Committee and Frank Suttell, as treasurer; the TWEEZERMAN Corporation; and Dal LaMagna, as recommended in the General Counsel's Report dated August 27, 1998.
2. Close the file.
3. Approve the appropriate letters, as recommended in the General Counsel's Report dated August 27, 1998.

(continued)

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Federal Election Commission
Certification for MURs 4340 & 4685
September 2, 1998

Page 2

Commissioners Aikens, Elliott, Mason, McDonald, and Thomas
voted affirmatively for the decision; Commissioner Sandstrom
did not cast a vote.

Attest:

9-2-98
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

Received in the Secretariat: Thurs., Aug. 27, 1998 4:10 p.m.
Circulated to the Commission: Fri., Aug. 28, 1998 12:00 p.m.
Deadline for vote: Wed., Aug. 02, 1998 4:00 p.m.

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FEDERAL ELECTION COMMISSION
Washington, DC 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

September 4, 1998

Ted Maness, Executive Director
National Republican Congressional Committee
320 First Street, S.E.
Washington, D.C. 20003

RE: MUR 4340
Dal LaMagna for Congress Committee and
Frank Suttell, as treasurer;
TWEEZERMAN Corporation;
Dal LaMagna

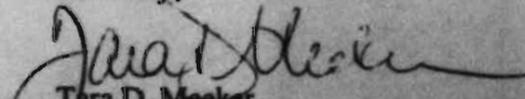
Dear Mr. Maness:

This is in reference to the complaint filed on behalf of your committee by Maria Cino as Executive Director with the Federal Election Commission on April 16, 1996, and the supplemental complaint filed on May 20, 1996, concerning the Dal LaMagna for Congress Committee and the TWEEZERMAN Corporation.

The Commission found that there was reason to believe Dal LaMagna for Congress and Frank Suttell, as treasurer, violated 2 U.S.C. § 441b(a) and 441d(a), reason to believe that TWEEZERMAN Corporation violated 2 U.S.C. § 441b(a) and 441d(a), and that Dal LaMagna violated 2 U.S.C. § 441b(a), provisions of the Federal Election Campaign Act of 1971, as amended, and conducted an investigation in this matter. On September 2, 1998, a conciliation agreement signed by the respondents was accepted by the Commission. Accordingly, the Commission closed the file in this matter on September 2, 1998. A copy of this agreement is enclosed for your information.

If you have any questions, please contact me at (202) 694-1650.

Sincerely,


Tara D. Meeker
Attorney

Enclosure:
Conciliation Agreement

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FEDERAL ELECTION COMMISSION
Washington, DC 20463

Ellen L. Weintraub, Esq.
B. Holly Schadler, Esq.
Perkins Coie
607 14th Street, N.W.
Suite 800
Washington, D.C. 20005-2011

September 4, 1998

RE: MURs 4340 and 4685
Dal LaMagna for Congress Committee and
Frank Suttell, as treasurer;
TWEEZERMEN Corporation;
Dal LaMagna

Dear Ms. Weintraub:

On September 2, 1998, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your client's behalf in settlement of a violation of 2 U.S.C. §§ 441b(a), 441d(a) and 434(a)(6)(A), provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter.

The confidentiality provisions at 2 U.S.C. § 437g(a)(12) no longer apply and this matter is now public. In addition, although the complete file must be placed on the public record within 30 days, this could occur at any time following certification of the Commission's vote. If you wish to submit any factual or legal materials to appear on the public record, please do so as soon as possible. While the file may be placed on the public record before receiving your additional materials, any permissible submissions will be added to the public record upon receipt.

Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

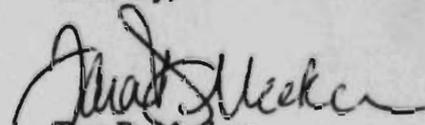
Enclosed you will find a copy of the fully executed conciliation agreement for your files.

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Ms. Weintraub
MURs 4340 and 4685
Page 2

Please note that the civil penalty is due within 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 694-1650.

Sincerely,


Tara D. Meeker
Attorney

Enclosure:
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)	
)	
Dal LaMagna; Dal LaMagna for)	MUR 4340
Congress and Frank Suttell, as treasurer;)	MUR 4685
and TWEEZERMAN Corporation)	

RECEIVED 11/17/88

CONCILIATION AGREEMENT

These matters were initiated by a signed, sworn, and notarized complaint by the National Republican Congressional Committee and by the Federal Election Commission ("Commission") pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. In MUR 4340, the Commission found reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer; and TWEEZERMAN® Corporation violated 2 U.S.C. §§ 441d(a) and 441b(a); and that Dal LaMagna violated 2 U.S.C. § 441b(a). In MUR 4685, the Commission found reason to believe that Dal LaMagna for Congress and Frank Suttell, as treasurer violated 2 U.S.C. § 434(a)(6)(A).

NOW, THEREFORE, the Commission and the Respondents, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of these proceedings, and this agreement shall have the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in these matters.

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III. Respondents enter voluntarily into this agreement with the Commission.

IV. The pertinent facts in these matters are as follows:

1. Dal LaMagna for Congress (the "Committee") is a political committee within the meaning of 2 U.S.C. § 431(4), and was the authorized principal campaign committee for Dal LaMagna's 1996 congressional campaign.

2. Frank M. Suttell is the treasurer of the Committee.

3. TWEEZERMAN[®] Corporation (the "Corporation") is incorporated in the state of New York.

4. Dal LaMagna was a candidate for Congress in the 1996 election. Mr. LaMagna is also the President of the Corporation.

5. The Federal Election Campaign Act of 1971, as amended ("the Act"), prohibits corporations from making expenditures and contributions in connection with federal elections. 2 U.S.C. § 441b(a). This section broadly defines "contribution" as "anything of value." 2 U.S.C. § 441b(b)(2). Section 441b(a) also prohibits officers and directors from consenting to the corporate contribution or expenditure.

6. The Act requires that whenever any person makes an expenditure for the purpose of financing communications expressly advocating the election or defeat of a clearly identified candidate, or solicits any contribution through media such as magazines or any other type of general public political advertising, such communication, if paid for and authorized by a candidate or authorized political committee of a candidate, shall clearly state that the communication has been paid for by such authorized political committee. 2 U.S.C. § 441d(a).

7. If goods or services are provided at less than the usual and normal charge, the amount of the in-kind contribution is the difference between the usual and normal charge for the

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goods or services at the time of the contribution and the amount charged the political committee.

11 C.F.R. § 100.7(a)(1)(iii).

8. The committee ran campaign advertisements in the April issue of Self and the March issue of Nails without the proper disclaimer, as required in 2 U.S.C. § 441d(a).

9. Respondents contend that these were advertisements run by a first-time candidate, and any omissions were the result of inexperience and inadvertence. All subsequent advertisements bore appropriate disclaimers.

10. Nine corporate advertisements appearing in five different magazines included campaign advertisements at the bottom stating "TWEEZERMAN FOR CONGRESS IN '96 Vote for Dal LaMagna in the Third District on Long Island" or slight variations thereof. All nine advertisements were purchased by the corporation, and the campaign reimbursed the corporation on a pro rata basis for its portion of the advertisement. The magazines in which the advertisements appeared do not sell advertising space as small as the space containing just the campaign advertising.

11. Neither the committee nor the corporation websites, both containing campaign messages, included a proper disclaimer, as required in 2 U.S.C. § 441d(a). The disclaimer was subsequently added.

12. The corporation website linked to the campaign website. The campaign did not compensate the corporation for this link, which has some value.

13. At a trade show in New York, the Corporation displayed a banner reading "Dal LaMagna/TWEEZERMAN for Congress."

14. The corporation rented a fax machine to the committee at a rate which was at least \$350 below the market rate for the rental of similar machines.

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15. The Act requires principal campaign committees of candidates for federal office to notify in writing the Commission, the Secretary of the Senate and the Secretary of State, as appropriate, of each contribution totaling \$1,000 or more, received by any authorized committee of the candidate after the 20th day but more than 48 hours before any election.

2 U.S.C. § 434(a)(6)(A). The Act further requires notification to be made within 48 hours after the receipt of the contribution and to include the name of the candidate and office sought, the date of receipt, the amount of the contribution, and the identification of the contributor. *Id.* The notification of these contributions shall be in addition to all other reporting requirements.

2 U.S.C. § 434(a)(6)(B).

16. According to 2 U.S.C. § 431(8)(A) and 11 C.F.R. § 100.7(a)(1)(B), a loan is a contribution at the time it is made and is a contribution to the extent that it remains unpaid.

17. During the 1996 General Election, Respondents were required to report contributions of \$1,000 or more received between October 17 and November 2, 1996, inclusive, within 48 hours of receipt of the contribution.

18. On October 18, 1996 the Respondents received one contribution of \$1,000 or more totaling \$100,000.

19. The contribution was reported on Schedule C, of the 1996 30 Day Post-General Report, with the candidate Dal LaMagna, listed as the maker of the \$100,000 loan to the Committee.

20. The Respondents did not submit a 48 Hour Notice for the contribution.

V. The following violations of the Act occurred:

9 8 0 4 3 8 9 5 4 7 C

1. The Respondents Dal LaMagna for Congress and Frank Suttell, as treasurer, ran two campaign advertisements without the proper disclaimer, in violation of 2 U.S.C. § 441d(a).

2. A total of nine campaign advertisements constituting corporate contributions were run in magazines, as a result of which all Respondents violated 2 U.S.C. § 441b(a).

3. The Respondents Dal LaMagna for Congress and Frank Suttell, as treasurer, and TWEEZERMAN[®] Corporation failed to include proper disclaimers on web sites, in violation of 2 U.S.C. § 441d(a).

4. The Respondents linked campaign and corporate websites, in violation of 2 U.S.C. § 441b(a).

5. The Respondents displayed a campaign banner at a corporate trade show in violation of 2 U.S.C. § 441b(a).

6. The Respondents made and accepted prohibited in-kind contributions in the form of equipment (fax machine) that was rented at less than the normal and usual rates in violation of 2 U.S.C. § 441(b)(a).

7. The Respondents failed to report a campaign contribution of \$1,000 or more received after the 20th day, but more than 48 hours before the general election, within 48 hours of receipt of the contribution, in violation of 2 U.S.C. § 434(a)(6)(A).

VI. The Respondents will pay a civil penalty to the Federal Election Commission in the amount of sixteen thousand dollars (\$16,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof

has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondents shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

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X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Lois G. Lerner
Associate General Counsel

9/4/95
Date

FOR THE RESPONDENTS:

Ellen L. Weintraub
(Name) Ellen L. Weintraub
(Position) Counsel

8/12/98
Date

98043895472

DAL LAMAGNA FOR CONGRESS

55 Sea Cliff Avenue
Glen Cove, NY 11542

September 23, 1998

Tara D. Meeker, Attorney
Federal Election Commission
999 E Street, NW
Washington, DC 20463

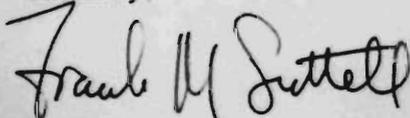
RE: MURs 4340 and 4685
Dal LaMagna for Congress Committee and
Frank M. Suttell, as treasurer;
TWEEZERMAN Corporation;
Dal LaMagna

Dear Ms. Meeker:

Enclosed is a check for \$16,000 for the civil penalty agreed upon in the conciliation agreement dated September 4, 1998 concerning the above referenced matters.

Thank you for your assistance in resolving these matters.

Sincerely,


Frank M. Suttell
Treasurer

SEP 23 3 20 11 98

SEP 23 3 20 11 98

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CHECK NO.	CHECK DATE	VENDOR NO.
7495	9/23/98	

Fleet Bank

50-262
213

CHECK NO. 007495

TWEEZERMAN CORPORATION
55 Sea Cliff Avenue, Glen Cove, NY 11542
Phone: (516) 676-7772 • Fax: (516) 676-7998
<http://www.tweezerman.com> • info@tweezerman.com



CHECK AMOUNT
\$ 16,000. ⁰⁰ / ₁₀₀

PAY *SIXTEEN THOUSAND AND $\frac{00}{100}$*
TO THE *FEDERAL ELECTION COMMISSION*
ORDER OF

AUTHORIZED SIGNATURE

THIS DOCUMENT HAS A GRAY BACKGROUND AND A MICROPRINT SIGNATURE LINE NOTED BY MP

⑈007495⑈ ⑆021302622⑆ 93856 53985⑈

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

SEP 29 3 02 PM '98

September 29, 1998

TWO WAY MEMORANDUM

TO: OGC Docket
FROM: Rosa E. Swinton
Accounting Technician
SUBJECT: Account Determination for Funds Received

We recently received a check from **Tweezerman Corporation**, check number **007495**, dated **September 23, 1998**, for the amount of, **\$16,000.00**. A copy of the check and any correspondence is being forwarded. Please indicate below which account the funds should be deposited and give the MUR/Case number and name associated with the deposit.

TO: Rosa E. Swinton
Accounting Technician
FROM: OGC Docket
SUBJECT: Disposition of Funds Received

In reference to the above check in the amount of \$ 16,000.00, the MUR/Case number is 4340/4689 and in the name of Tweezerman Corporation. Place this deposit in the account indicated below:

- Budget Clearing Account (OGC), 95F3875.16
- Civil Penalties Account, 95-1099.160
- Other: _____

Signature

Date

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FEDERAL ELECTION COMMISSION
WASHINGTON DC 20463

THIS IS THE END OF MUR # 4340

DATE FILMED 10/5/98 CAMERA NO. 2

CAMERAMAN ES

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