

IN THE MATTER OF

NEW ENGLAND TRACTOR TRAILER TRAINING OF
MASSACHUSETTS, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
THE FEDERAL TRADE COMMISSION ACT

Docket 9026. Complaint, April 8, 1975—Decision, July 13, 1976

Consent order requiring a Quincy, Mass., and Somers, Conn., truck driver training school, among other things, to cease misrepresenting employment opportunities, placement services, the training their personnel have as vocational counselors, and the behind-the-wheel road-driving instruction furnished as part of their course. Further, respondents are required to disclose pertinent information regarding their courses of instruction; furnish prospective consumers with a three-day cooling-off period; search their files for previous purchasers, make refunds in accordance with the provisions of the order, and submit notarized affidavits attesting to those actions; and to institute and maintain a surveillance program to insure compliance with the order.

Appearances

For the Commission: *Martin J. Dolan, Jr., Charles M. La Due, David W. DiNardi, and Raymond J. McNulty.*

For the respondents: *Mack M. Roberts, Chestnut Hill, Mass.*

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that New England Tractor Trailer Training of Massachusetts, Inc., New England Tractor Trailer Training of Connecticut, Inc., corporations, and Arlan Greenberg, individually and as an officer of said corporations, hereinafter referred to as respondents, have violated the provisions of said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PAR. 1. Respondent New England Tractor Trailer Training of Massachusetts, Inc. is a corporation organized, existing and doing business under and by virtue of the laws of the Commonwealth of Massachusetts, with its principal office and place of business located at 542 East Squantum St., in the city of Quincy, Massachusetts.

Respondent New England Tractor Trailer Training of Connecticut, Inc. is a corporation organized, existing and doing business under and by virtue of the laws of the State of Connecticut, with its principal

office and place of business located at Main St., in the city of Somers, Connecticut.

Respondent Arlan Greenberg is an officer of the corporate respondents. He formulates, directs and controls the policies, acts and practices of the corporate respondents, including the acts and practices hereinafter set forth. His business address is the same as that of respondent New England Tractor Trailer Training of Connecticut, Inc.

The aforementioned respondents cooperate and act together in carrying out the acts and practices hereinafter set forth.

PAR. 2. Respondents are now, and for some time last past have been, engaged in the advertising, offering for sale, sale and distribution of training courses purporting to prepare graduates thereof for employment as truck drivers. Said courses, when pursued to completion, consist of a series of lessons presented during a period of in-residence training at places designated by respondents.

PAR. 3. In the course and conduct of their aforesaid business, respondents have disseminated, and caused the dissemination of, certain advertisements concerning the training courses by various means in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, including, but not limited to, advertisements inserted in newspapers of general interstate circulation and by means of commercial announcement over television and radio transmitted across State lines, and by means of brochures, pamphlets and other promotional materials disseminated through the United States mail, for the purpose of obtaining leads or prospects for the sale of such training courses, and for the purpose of inducing the purchase of such training courses.

Respondents, from their principal places of business located in Massachusetts and Connecticut, utilize the services of salesmen and cause said salesmen to visit prospective purchasers located in various other States who respond to the respondents' advertisements and commercial announcements for the purpose of inducing the purchase of such training courses by such prospective purchasers.

Respondents transmit and receive, and cause to be transmitted and received, in the course of advertising, offering for sale, sale and distribution of said training courses, advertising and promotional materials, sales contracts, invoices, billing statements, checks, monies and other business papers and documents, to and from the several places of business operated by the respondents located as aforesaid and to prospective purchasers and purchasers thereof, located in various other States of the United States, other than the State of origination. Respondents maintain, and at all times mentioned herein have maintained, a substantial course of trade in said training courses in or

affecting commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 4. In the course and conduct of their business as aforesaid, for the purpose of obtaining leads or prospects for the sale of such training courses, and for the purpose of inducing the purchase of such training courses, respondents have made numerous statements and representations in newspaper advertisements, television and radio commercials, brochures and other printed materials regarding job opportunities, wages, the qualifications of respondents' students who complete respondents' training courses, the nature of the training provided in respondents' training courses, the placement assistance furnished to respondents' graduates in obtaining employment, and other matters. Certain of the statements and representations have been placed by respondents in the "Help Wanted" columns of newspaper advertisements.

In the further course and conduct of their business as aforesaid, respondents cause persons who respond to their newspaper advertisements and television and radio commercials to be visited by respondents' salesmen in the homes of such persons.

For the purpose of inducing the sale of respondents' training courses, such salesmen make to prospective purchasers many statements and representations, directly or by implication, regarding job opportunities, wages, the qualifications of respondents' students who complete respondents' training courses, the nature of the training provided in respondents' training courses, the placement assistance furnished to respondents' graduates in obtaining employment, and other matters. Some of the aforesaid statements and representations appear in brochures, pamphlets, and other printed material furnished to said salesmen by respondents, and other statements and representations are made orally by said salesmen.

Typical and illustrative, but not all inclusive, of said statements and representations relating to the hereinafter described truck driver training courses are the following:

A. Newspaper Advertisements:

EMPLOYMENT

EARN AS YOU LEARN

\$200 to \$300 WEEKLY

Join the exciting trucking industry. No experience needed. Call N.E. Tractor Training today to start you in a highpaying career. Placement Assistance. Train full or part time. Approved for Veterans. Call Burlington 864-0774

* * * * *

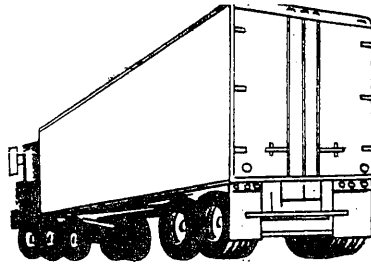
A FUTURE VIA TRUCKS Industry needs Class I Drivers. Let New England Tractor Trailer Training, Somers, Conn. train you for a secure future in the high paying trucking industry. Act Now. Full or part time training available.

Complaint

88 F.T.C.

Approved for Veterans benefits. Call anytime for Free Brochure. Springfield
781-2501

* * * * *



**Today's Tractor
Trailer Drivers
are Schooled,
not Born!**

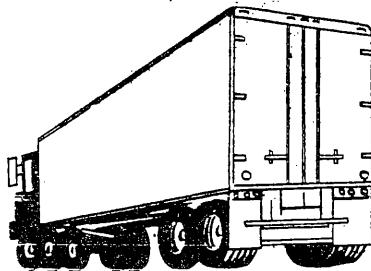
BECOME A TRACTOR-TRAILER DRIVER WITH
THE AIDE OF NEW ENGLAND'S LARGEST AND
OLDEST SCHOOL. SECURE YOUR CLASS 1
LICENSE AND DOT CERTIFICATION. TODAY'S
PROFESSIONAL DRIVERS EARN OVER \$12,000
A YEAR AND ENJOY MANY FRINGE BENEFITS!

APPROVED FOR VETERANS

Call Danielson -

774-0200

New England Tractor Trailer Training
Somers, Connecticut



(THE TURNPIKE BUYER,
Danielson, Conn.
March 14, 1973)

Complaint

88 F.T.C.

EARN AS YOU LEARN EARN up to \$10,000 per year as a tractor trailer driver. Keep a job while you train part time. Let New England Tractor Trailer Training start you on a high paying career. Full time also available. VA approved. Call: 781-5112 AS SEEN ON TV

* * * * *

TRUCKS! NEED DRIVERS.

UNION SCALE \$5.91 Per Hr.

New England Tractor Trailer Training of Somers, Conn. can train you for a high paying job in the trucking industry. Train Full or Part Time. Approved for veterans. Call anytime for free Brochures Spfld. 781-2501"

* * * * *

B. Television Commercials:

HAVE YOU EVER WONDERED TO YOURSELF WHO DRIVES THOSE HUGE TRACTOR TRAILERS THAT ARE ROLLING ALONG OUR HIGHWAYS? THE ANSWER IS A VERY SPECIAL KIND OF MAN, A HIGH-SKILLED, WELL-TRAINED INDIVIDUAL WHO LIKES THE CHALLENGE AND FREEDOM OF THE TRUCKING BUSINESS, AND WHO ENJOYS ITS FINANCIAL REWARDS: MAYBE A MAN JUST LIKE YOU. THESE MEN WERE NOT BORN TRUCK DRIVERS, THEY HAD TO LEARN TO OPERATE THESE TRUCKS SAFELY AND SKILLFULLY, AND THE PLACE WHERE YOU CAN LEARN IS NEW ENGLAND TRACTOR TRAILER TRAINING SCHOOL. TO TAKE ADVANTAGE OF THIS OPPORTUNITY RIGHT NOW, CALL 323-2700, THAT'S 323-2700. NEW ENGLAND TRACTOR TRAILER TRAINING SCHOOL IS THE OLDEST AND LARGEST IN NEW ENGLAND AND HAS TWO CONVENIENT LOCATIONS. TRAINING IS DONE ON A PART TIME OR FULL TIME BASIS, AND NEW ENGLAND TRACTOR TRAILER TRAINING WILL ASSIST YOU IN FINDING A JOB UPON COMPLETION. * * * APPROVED FOR VETERANS' BENEFITS. SO DON'T JUST WONDER ABOUT THE EXCITING TRUCKING BUSINESS: CALL 323-2700. THAT NUMBER IS 323-2700 OR WRITE NEW ENGLAND TRACTOR TRAILER TRAINING SCHOOL TODAY, IN CARE OF _____.

* * * * *

WE SPECIALIZE IN TRAINING PEOPLE FOR THE EVER GROWING TRUCKING INDUSTRY. OUR INSTRUCTORS ARE PROFESSIONALS FROM CLASSROOM TEACHING TO INSTRUCTING OUR STUDENTS ON THE MANY RIGS AND TRANSMISSIONS THEY WOULD BE FACED WITH WHILE ON THE JOB. NEW ENGLAND TRACTOR TRAILER TRAINING SCHOOL, THE OLDEST AND LARGEST IN NEW ENGLAND HAS TWO CONVENIENT LOCATIONS. FOR INFORMATION CALL _____, THAT'S _____, THE COURSE TAKES ONLY FOUR WEEKS FULL TIME, OR STUDY WHILE YOU WORK, WITH OUR PERSONALIZED PART TIME INSTRUCTION. REMEMBER, NEW ENGLAND TRACTOR TRAILER TRAINING IS THE BEST EQUIPPED SCHOOL TO TEACH YOU WHAT YOU MUST KNOW. YOU LEARN UNDER ACTUAL DRIVING CONDITIONS ON OUR SPECIAL FIELDS AS WELL AS IN CITIES AND ON HIGHWAYS. CALL NOW FOR MORE INFORMATION. THE NUMBER IS _____, THAT'S _____. THIS COURSE IS APPROVED FOR VETERANS' BENEFITS. THERE'S EVEN A

PLACEMENT SERVICE. DON'T MISS THIS OPPORTUNITY* * *CALL NOW.

C. Radio Commercials:

BROUGHT TO YOU BY THE NEW ENGLAND TRACTOR TRAILER TRAINING SCHOOL. FOR INFORMATION ON HOW YOU CAN EARN TWO TO THREE HUNDRED DOLLARS PER WEEK, CALL 323-2700 THAT'S 323-2700

D. Statements from Brochures:

THE ROAD TO A NEW CAREER, SUCCESS AND HIGHER EARNINGS* * * NEW ENGLAND TRACTOR TRAILER TRAINING YOUR GATEWAY TO A SECURED FUTURE! Our counselor will look forward to meeting you and discussing your future in the trucking industry. Why do you want to establish yourself in the heavy trucking industry?* * * If accepted, can you devote a number of hours to your training?* * * After graduation would you prefer local employment, or if the conditions and locations were satisfactory, would you be willing to relocate?* * * Can you accept employment immediately after completion of the training course?* * * How many years do you intend to drive a truck before retiring?* * * PLEASE ANSWER ALL QUESTIONS COMPLETELY. KEEP THIS QUALIFICATION CHART UNTIL OUR VOCATIONAL COUNSELOR ARRIVES IN YOUR CITY WITHIN 10 DAYS FOR A PERSONAL INTERVIEW* * * PROFESSIONAL TRUCK DRIVING — A REAL MAN'S CAREER. EARN \$10,000 OR MORE a year as a tractor trailer driver* * * ROAD DRIVING 16 to 20 hours of road driving, hauling unloaded and loaded boxes * * * MORE TIME IF NEEDED.

E. Oral Statements by Sales Representatives:

One of our recent graduates is earning five-hundred dollars a week, driving cross-country.

One of our recent graduates cleared two-hundred sixty dollars his first week.

I don't want to talk to you unless you're seriously interested in the trucking industry.

Our placement service works hand-in-hand with trucking companies.

Our school takes in for training only the cream of the crop.

PAR. 5. By and through the use of the above statements and representations and others of similar import and meaning, but not expressly set out herein, respondents have represented, directly or by implication, that:

1. The corporate respondents operate, represent or are affiliated with, trucking companies.
2. Respondents offer employment to qualified applicants who will be trained as truck drivers.
3. Respondents have been requested by trucking companies to train drivers for jobs as truck drivers with such companies upon completion of said training.

4. Graduates of respondents' training courses will be qualified thereby for employment as truck drivers without further training or experience.

5. Respondents had a reasonable basis from which to conclude that there is now or will be an urgent need or demand for persons who complete respondents' training courses.

6. Respondents had a reasonable basis from which to conclude that persons who complete respondents' training courses earn such amounts as \$5.91 per hour, \$300 per week, or over \$12,000 per year and other stated amounts as truck drivers.

7. Respondents provide a placement service which will secure jobs as truck drivers for graduates of said courses who want to work in that capacity.

8. Graduates of respondents' training courses who want to work are assured jobs as truck drivers as a consequence of graduating from said courses.

9. Respondents' sales representatives are trained or qualified vocational counselors.

10. Respondents accept only qualified candidates for enrollment in said training courses.

11. Respondents' training courses provide a minimum of 16 to 20 hours of road-driving instruction.

PAR. 6. In truth and in fact:

1. The corporate respondents do not operate or represent, and are not affiliated with trucking companies.

2. Respondents do not offer employment to persons who will be trained as truck drivers. The real purpose of such advertisements is to obtain leads to prospective purchasers of respondents' training courses.

3. Respondents have not been requested by trucking companies to train persons for jobs as truck drivers with such companies upon completion of said training.

4. Graduates of respondents' training courses are not thereby qualified for employment as truck drivers without further training or experience.

5. Respondents had no reasonable basis from which to conclude that there is now or will be an urgent need or demand for persons who complete respondents' training courses.

6. Respondents had no reasonable basis from which to conclude that persons who complete respondents' training courses earn amounts such as \$5.91 per hour, \$300 per week, over \$12,000 per year and other stated amounts as truck drivers as a result of such training.

7. Respondents do not provide a placement service which will

secure jobs as truck drivers for graduates of said courses who want to work in that capacity.

8. Graduates of said courses who want to work are not assured jobs as truck drivers as a consequence of graduating from said courses.

9. Respondents' sales representatives are not trained or qualified vocational counselors. Respondents' representatives are commissioned salesmen who possess no special training, experience, title, qualifications or status.

10. Respondents accept all candidates for enrollment in said training courses. Respondents impose no qualifications on prospective enrollees and accept any person for enrollment in such courses who is willing to execute a contract and pay the required tuition for the training courses.

11. Respondents' training courses do not provide a minimum of 16 to 20 hours of road-driving instruction. To the contrary, students receive substantially less road-driving instruction.

Therefore, the statements and representations set forth in Paragraphs Four and Five hereof were, and are, false, misleading, unfair, or deceptive acts or practices.

PAR. 7. Through the use of the aforesaid advertisements, television and radio commercials, brochures and otherwise, respondents have represented, directly or by implication, that there is or will be an urgent need or demand for respondents' graduates in positions for which respondents train them and that respondents' graduates earn such amounts as \$5.91 per hour, \$300 per week, over \$12,000 per year and other stated amounts as truck drivers. Respondents had at the time of said representations no reasonable basis adequate to support the representations. Therefore, the aforesaid acts and practices were, and are, unfair acts or practices.

PAR. 8. (a) In the course and conduct of their aforesaid business, and at all times mentioned herein, respondents have offered, and are now offering, for sale training courses purporting to prepare purchasers thereof for employment as truck drivers without disclosing in advertising or through their sales representatives: (1) the recent percentage of persons who have completed the training course who were able to obtain the employment for which they were trained; (2) the employers that hired any such persons; (3) the initial salary any such persons received; and (4) the percentage of recent enrollees of each school for each course offered that have failed to complete their course of instruction. Knowledge of such facts by prospective purchasers of respondents' training courses would indicate the possibility of securing future employment upon completion of the training courses, and the nature of such employment. Thus, respon-

dents have failed to disclose a material fact which, if known to certain consumers, would be likely to affect their consideration of whether or not to purchase such training courses. Therefore, the aforesaid acts and practices were, and are, false, misleading, deceptive or unfair acts or practices. (b) Respondents have offered, and are now offering, for sale training courses purporting to prepare purchasers thereof for employment as truck drivers without disclosing in advertising or through their sales representatives that:

1. Many employers of truck drivers prescribe a minimum age of twenty-one years of age for drivers;

2. Many employers of truck drivers give preferential consideration in hiring to driver-applicants who are twenty-five years of age or more because of insurance cost savings; and

3. Many employers of truck drivers give preferential consideration in hiring to driver-applicants with actual truck-driving experience.

Knowledge of such facts by prospective purchasers of respondents' training courses would indicate the possibility of securing future employment upon completion of the training courses, and the nature of such employment. Thus, respondents have failed to disclose material facts which, if known to certain consumers, would be likely to affect their consideration of whether or not to purchase such training courses. Therefore, the aforesaid acts and practices were, and are, false, misleading, deceptive or unfair acts or practices.

PAR. 9. In the further course and conduct of their business and in the furtherance of their purpose of inducing prospective enrollees to execute enrollment contracts for their training course, respondents and their employees, salesmen, and representatives have engaged in the following additional unfair, false, misleading and deceptive acts and practices.

In a substantial number of instances, through the use of the false, misleading and deceptive statements, representations and practices set forth in Paragraphs Four through Eight, respondents or their representatives have been able to induce prospective enrollees into executing enrollment contracts upon initial contact without affording the enrollee sufficient time to carefully consider the purchase of the training course and the consequences thereof.

PAR. 10. Respondents have been and are now failing to disclose material facts while using the aforesaid unfair, false, misleading or deceptive acts and practices, to induce persons to pay or to contract to pay over to them substantial sums of money to purchase or pay for courses of instruction whose value was virtually worthless to said persons for purposes of obtaining future employment in the jobs for which they were provided training. Respondents have received the said

sums and have failed to offer refunds and have failed to refund such sums to, or to rescind such contractual obligations of, substantial numbers of enrollees and participants in such training courses who were unable to secure employment in the positions and fields for which they have been purportedly trained by respondents.

The use by respondents of the aforesaid acts and practices, their continued retention of said sums and their continued failure to rescind such contractual obligations of their customers, as aforesaid, are unfair acts or practices.

The effect of using the aforesaid acts and practices to secure substantial sums of money is or may be to substantially hinder, lessen, restrain, or prevent competition between respondents and the aforesaid competitors.

Therefore, the said acts and practices constitute an unfair method of competition in violation of Section 5 of the Federal Trade Commission Act.

PAR. 11. By and through the use of the aforesaid acts and practices, respondents place in the hands of others the means and instrumentalities by and through which they may mislead and deceive the public in the manner and as to the things hereinabove alleged.

PAR. 12. In the course and conduct of their business, and at all times mentioned herein respondents have been, and now are, in substantial competition, in commerce, with corporations, firms and individuals engaged in the sale of training courses covering the same or similar subjects.

PAR. 13. The use by respondents of the aforesaid false, misleading, unfair or deceptive statements, representations, acts and practices and their failure to disclose material facts as aforesaid has had, and now has, the tendency and capacity to mislead and deceive a substantial portion of the purchasing public into the erroneous and mistaken belief that said statements and representations were, and are, true and complete, and to induce a substantial number thereof to purchase respondents' training courses by reason of said erroneous and mistaken belief.

PAR. 14. The aforesaid acts and practices of respondents, as herein alleged, were and are all to the prejudice and injury of the public and respondents' competitors and constituted, and now constitute, unfair methods of competition in or affecting commerce and unfair or deceptive acts or practices in or affecting commerce in violation of Section 5 of the Federal Trade Commission Act.

DECISION AND ORDER

The Federal Trade Commission having issued its complaint on April

8, 1975, charging the respondents named in the caption hereto with violation of the Federal Trade Commission Act, and respondents having been served with a copy of the complaint, together with a proposed form of order; and

Respondents and counsel for the Commission having submitted a joint motion to withdraw this matter from adjudication for consideration of settlement by the entry of a consent order together with an executed agreement containing a consent order, an admission by respondents of all the jurisdictional facts set forth in the complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as set forth in such complaint, and waivers and provisions as required by the Commission's Rules; and

The Commission having withdrawn the matter from adjudication for the purpose of considering settlement by the entry of a consent order; and

The Commission having thereafter considered the matter and having thereupon provisionally accepted the executed consent agreement, and the agreement containing consent order having thereupon been placed on the public record for a period of sixty (60) days, and having duly considered the comments filed thereafter pursuant to Section 2.34 of its Rules, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby makes the following jurisdictional findings and enters the following order:

1. Respondent New England Tractor Trailer Training of Massachusetts, Inc. is a corporation, organized, existing and doing business under and by virtue of the laws of the Commonwealth of Massachusetts, with its principal office and place of business located at 542 East Squantum St., in the city of Quincy, Massachusetts.

Respondent New England Tractor Trailer Training of Connecticut, Inc. is a corporation, organized, existing and doing business under and by virtue of the laws of the State of Connecticut, with its principal office and place of business located at Main St., in the city of Somers, Connecticut.

Respondent Arlan Greenberg is an officer of the corporate respondents. He formulates, directs and controls the policies, acts and practices of said corporations and his address is the same as that of said corporations.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents, and the proceeding is in the public interest.

ORDER

I

It is ordered, That respondents New England Tractor Trailer Training of Massachusetts, Inc., New England Tractor Trailer Training of Connecticut, Inc. corporations, their successors and assigns, and their officers and Arlan Greenberg, individually and as an officer of said corporations and respondents' officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division or other device, in connection with advertising, offering for sale, sale or distribution of courses of study, training or instruction in the field of truck driving or any other subject, trade or vocation or of any other product or service in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing orally, visually, in writing or in any other manner, directly or by implication, that:

(a) Respondents operate, represent or are affiliated with trucking companies, employers of truck drivers or any industry for which enrollees of any course are being trained; or misrepresenting, in any manner, the nature of respondents' business.

(b) Employment is being offered when the real purpose of such offer is to obtain leads to prospective purchasers of such training courses.

(c) Respondents have been requested by trucking companies or any other business or organization to train persons for specific jobs; or misrepresenting, in any manner, respondents' connection or affiliation with any industry or any member thereof.

(d) There is a need or demand of any size, proportion or magnitude for persons completing any of the courses offered by the respondents in the field of truck driving or any other field, or otherwise representing that opportunities for employment, or opportunities of any size, figure or number are available to such persons or that persons completing said courses will or may earn any specific amount of money, or otherwise representing by any means the prospective earnings of such persons except as hereafter provided in Paragraph 6 of the order.

(e) Respondents or others provide a placement service which will or may secure a job for graduates of said courses.

(f) Graduates of said courses are assured of placement in the positions for which they have been trained; or representing that graduates of said courses will easily attain employment or that said courses are effective in preparing or qualifying any graduate for employment.

(g) Any person engaged in the promotion, offering for sale, sale,

distribution or other use of said courses is a trained admissions counselor or vocational counselor; or misrepresenting the training, experience, title, qualifications or status of such person or the import or meaning of any advice given by or any other statement made by any such person.

(h) Respondents accept only qualified candidates for enrollment in said courses.

(i) Said courses provide a minimum of 20 hours of road-driving instruction, when such representations do not accurately disclose the actual number of hours of behind-the-wheel road-driving instruction furnished to enrollees; or misrepresenting, in any manner, the number of actual hours of behind-the-wheel road-driving instruction furnished to enrollees.

2. Placing advertisements in "Help Wanted" columns, or failing to specify, clearly and conspicuously, as a condition to the publication of classified advertisements seeking leads to prospective purchasers, that such advertisements be published only in the education, instruction or similar columns of classified advertising.

3. Failing to disclose, in writing, clearly and conspicuously, prior to the signing of any contract, to any prospective enrollee of any truck driver training course offered by respondents, the following information:

(a) The title "IMPORTANT INFORMATION" printed in ten (10) point boldface type across the top of the form.

(b) Paragraphs providing the following information:

(1) Many employers of truck drivers prescribe a minimum age of twenty-one (21) years of age for drivers.

(2) A tractor trailer operator's license issued by the State is necessary to qualify an individual to operate a tractor trailer.

(3) Many employers of truck drivers give preferential consideration in hiring to driver applicants with actual truck-driving experience.

4. Failing to disclose, clearly and conspicuously, in advertisements, in catalogs, brochures and on letterheads that respondents' business is solely and exclusively that of a private school, not affiliated with any members of the trucking industry or any member of any other industry.

5. Failing to keep adequate records which may be inspected by Commission staff members upon reasonable notice which substantiate the data and information required to be disclosed by Paragraph 6 of this order and prescribed in Appendix A.

6. Failing to disclose, in writing, clearly and conspicuously, prior to the signing of any contract, to any prospective enrollee of any course of instruction offered by respondents, the following information in the

format prescribed in Appendix A and for a base period designated as described in Appendix B:

(1) The number and percentage of enrollees who have failed to complete their course of instruction, such percentage to be computed separately for each course of instruction offered by respondents at each school, location or facility;

(2) The placement rate, ratio or percentage for enrollees and graduates, and also the numbers upon which such rates, ratios or percentages are based; such rate or percentage to be computed separately for each course of instruction offered by respondents at each school, location or facility;

(3) The salary range of respondents' graduates as to the same graduates used to compute the placement percentage in (2) above;

(4) A list of firms or employers which are currently hiring graduates of said courses in substantial numbers and in the positions for which such graduates have been trained, and the number of such graduates hired, as to the same graduates used to compute the placement percentage in (2) above.

Provided, however, this paragraph shall be inapplicable to any school newly established by respondents in a metropolitan area or county, whichever is larger, where they previously did not operate a school, or to any course newly introduced by respondents, until such time as the new school or course has been in operation for the base period established pursuant to Appendix B as prescribed in this paragraph. However, during such period, the following statement, and no other, shall be made in lieu of the Appendix A Disclosure Form required by this paragraph:

DISCLOSURE NOTICE

This school [or course, as the case may be] has not been in operation long enough to indicate what, if any, actual employment or salary may result upon graduation from this school [course].

7. (a) Contracting for the sale of any course of instruction in the form of a sales contract or any other agreement which does not contain in immediate proximity to the space reserved in the contract for the signature of the prospective enrollee in boldface type of a minimum size of ten (10) points, a statement in the following form:

You, the prospective enrollee, may cancel this transaction at any time prior to midnight of the tenth business day after the date of this transaction. See attached notice of cancellation form for an explanation of this right.

(b) Failing to furnish each prospective enrollee, at the time he signs the sales contract or otherwise agrees to enroll in a course of

instruction offered by respondents, a complete form in duplicate, which shall be attached to the contract or agreement, and easily detachable, and which shall contain in ten (10) point boldface type the following information and statements:

NOTICE OF CANCELLATION

(enter date of transaction)

(Date)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN TEN (10) BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND

ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE: OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLERS' EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PAYMENT FOR SAID GOODS.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO [Name of Seller], AT [address of seller's place of business] NOT LATER THAN MIDNIGHT OF (Date).

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's Signature)

(c) Failing to orally inform each prospective enrollee of his right to cancel at the time he signs a contract or agreement for the sale of any course of instruction.

(d) Misrepresenting in any manner the prospective enrollee's right to cancel.

(e) Failing or refusing to honor any valid notice of cancellation by a prospective enrollee and within ten (10) business days after the receipt of such notice, to: (i) refund all payments made under the contract or sale; (ii) return any goods or property traded in, in substantially as good condition as when received by respondent; (iii) cancel and return any negotiable instrument executed by the prospective enrollee in connection with the contract or sale.

(f) During the cancellation period described herein, respondents shall not initiate contacts with such contracting persons other than contacts permitted by this paragraph.

8. Making any representations of any kind whatsoever in connection with the advertising, promoting, offering for sale, sale or distribution of courses of study, training or instruction in the field of truck driver training or any other course offered to the public in any field in commerce for which respondents have no reasonable basis prior to the making or dissemination thereof.

9. Furnishing or otherwise placing in the hands of others the means and instrumentalities by and through which the public may be misled or deceived in the manner, or by the acts and practices prohibited by the order.

II

1. *It is further ordered, That:*

(a) Respondents herein deliver, by registered mail, a copy of this decision and order to each of their present and future franchisees, licensees, employees, sales representatives, agents, solicitors, brokers, independent contractors or to any other person who promotes, offers for sale, sells or distributes any course of instruction included within the scope of this order;

(b) Respondents herein provide each person or entity so described in subparagraph (a) of this paragraph with a form returnable to the respondents clearly stating his or her intention to be bound by and to conform his or her business practices to the requirements of this order; retain said statement during the period said person or entity is so engaged; and make said statement available to the Commission's staff for inspection and copying upon request.

(c) Respondents herein inform each person or entity described in subparagraph (a) of this paragraph that the respondents will not use or engage or will terminate the use or engagement of any such party, unless such party agrees to and does file notice with the respondents that he or she will be bound by the provisions contained in this order;

(d) If such party as described in subparagraph (a) of this paragraph will not agree to file the notice set forth in subparagraph (b) above with the respondents and be bound by the provisions of this order, the respondents shall not use or engage or continue the use or engagement of such party to promote, offer for sale, sell or distribute any course of instruction included within the scope of this order;

(e) Respondents herein inform the persons or entities described in subparagraph (a) above that the respondents are obligated by this order to discontinue dealing with or to terminate the use or engagement of persons or entities who continue on their own the deceptive acts or practices prohibited by this order;

(f) Respondents herein institute a program of continuing surveillance adequate to reveal whether the business practices of each said person or entity described in subparagraph (a) above conform to the requirements of this order;

(g) Respondents herein discontinue dealing with or terminate the use or engagement of any person described in subparagraph (a) above, who continues on his or her own any act or practice prohibited by this order as revealed by the aforesaid program of surveillance.

(h) Respondents herein maintain files containing all inquiries or complaints from any source relating to acts or practices prohibited by this order, for a period of two years after their receipt, and that such files be made available for examination by a duly authorized agent of the Federal Trade Commission during the regular hours of the respondents' business for inspection and copying.

2. *It is further ordered*, That respondent corporations shall forthwith distribute a copy of this order to each of their operating divisions.

3. *It is further ordered*, That the respondent corporations shall notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondents such as dissolution, assignment, or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the respondents which may affect compliance obligations arising out of this order.

4. *It is further ordered*, That the individual respondent named herein promptly notify the Commission of the discontinuance of his present business or employment and of his affiliation with a new business or employment. Such notice shall include respondent's current business address and a statement as to the nature of the business or employment in which he is engaged as well as a description of his duties and responsibilities.

III

It is further ordered, That:

1. Respondents shall submit to the Commission, within five (5) days after the date this order is served on respondents (hereinafter "date of service"), a notarized affidavit, executed by respondents' president, to the effect that respondents have made or have caused to be made a good faith search of documents that pertain to purchasers of respondents' tractor trailer training course of instruction, and that respondents, to the best of their knowledge, have previously or simultaneously with said affidavit submitted to the Commission the names of all tractor trailer course purchasers covered by this agreement.

2. Respondents or their designee shall make an inquiry in writing on the one hundred and twentieth (120th) day after the date of service, in the language, manner and form shown in Appendices C and D, via certified mail with return receipt requested and with a self-addressed, postage prepaid envelope, to the home address of each former purchaser of one of respondents' tractor trailer courses who appears on a list of such purchasers to be supplied to respondents by the Commission within sixty (60) days after the date of service.

3. With respect to each purchaser whose mailed inquiry is returned undelivered or whose aforesaid return receipt card is not returned, respondents or their designee shall have a duty to mail on the one hundred and forty-fifth (145th) day after the date of service the same inquiry, via first class mail to such purchaser's business address as appears in personal information records, including but not limited to personal qualification charts, placement records, and survey records, maintained by respondents.

4. On the two hundred and seventieth (270th) day after the date of service, corporate respondents shall pay a refund, by check, in an amount derived in accordance with Part III of this order, to each "eligible class member" determined in accordance with Part III of this order.

5. "Eligible class member" means only those persons who:

(a) Enrolled during the period of time from January 1, 1973 to December 31, 1973 in respondents' tractor trailer courses; and

(b) Did not have his course tuition paid in full by a State or local department or division of vocational rehabilitation; and

(c) Completed respondents' tractor trailer course; and

(d) (1) Sought employment as a tractor trailer truck driver; or

(2) For reasons related to the sufficiency or quality of the training, or job demand, elected not to seek employment as a tractor trailer truck driver; and

(e) After completion of respondents' course, did not attain employment as a tractor trailer truck driver.

6. Each refund shall be accompanied by a letter in the language, manner and form shown in Appendix E; and a notice in the language, manner and form shown in Appendix F shall be sent via first class mail, with the sender's return address on the face of the envelope, to the last known home address of all persons whose returned questionnaire show them to be ineligible for a refund under Part III of this order.

7. Corporate respondents shall make pro rata refund payments to each eligible class member based upon the proportion that total tuitions paid by or for all such members bear to the total amount available for refunds as provided in Part III of this order, except that members whose tuition was paid in part by a State or local department or division of vocational rehabilitation shall receive a pro rata refund based only on that amount of their tuition not paid by a State or local department or division of vocational rehabilitation. In no event shall any member receive an amount greater than the tuition paid by or for such member.

8. Corporate respondents shall ultimately provide a sum of no greater than twenty five thousand dollars (\$25,000) solely to provide refunds under Part III of this order. No charges against this amount shall be made for administrative costs, which shall be absorbed by the corporate respondents.

9. Respondents shall deposit, on or before the tenth business day after the date of service, the sum of ten thousand dollars (\$10,000) into an account at a banking institution to be agreed on between respondents and the Commission's representative. The principal amount of said bank account shall be available only for the payment of refunds under the provisions of Part III of this order. Withdrawals and orders against this account shall, by agreement, be effective only when countersigned by the individual respondent, together with the Commission's representative.

10. Respondents shall file, within one hundred and eighty (180) days after the date of service, under Rule 3.61 (d) of the Commission's Rules of Practice, a written request for advice as to whether their determination of who is an eligible class member complies with the terms of this order provision. Respondents shall submit simultaneously with their request all Appendix D questionnaires they have received as of the date said request for advice is filed. Respondents shall also, at this time, present any challenges to the factual accuracy of any questionnaire together with substantiating material; such challenges and substantiating material shall be presented solely as a means of assisting the Commission in furnishing respondents an advisory opinion pursuant to said Rule 3.61(d); *provided*, that the Commission shall render its advice to respondents and return all Appendix D question-

naires to respondents within two hundred and forty (240) days after the date of service.

11. Corporate respondents or their designee shall contact and deliver a refund check to each eligible class member or his legal representative. For such purpose, corporate respondents shall, among other things, request the last known address of the eligible class member from the Postal Service, telephone the eligible class member or request the assistance of the Social Security Administration.

12. Respondents shall, on the two hundred and eightieth (280th) day after the date of service, file with the Commission a report in writing setting forth the manner and form in which they have complied with Part III of this order.

13. Respondents shall maintain records and documents for two (2) years after the date this order is served on respondents, which demonstrate that respondents have complied with Part III of this order.

14. It is agreed that should any duty required to be performed on a day certain under Part III of this order fall upon a nonbusiness day, the parties herein may perform such duties on the next following business day.

It is further ordered, That the respondents herein shall within sixty (60) days after service upon them of this order, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order.

APPENDIX A

DISCLOSURE FORM

(NAME OF SCHOOL)

DROP OUT AND PLACEMENT RECORD FOR

(NAME OF COURSE) FOR THE PERIOD OF (DATE) TO (DATE)

1. TOTAL ENROLLEES [Number]
2. TOTAL WHO FAILED TO COMPLETE THE COURSE [Number]
3. PERCENTAGE WHO FAILED TO COMPLETE THE COURSE [%]
4. TOTAL NUMBER OF STUDENTS WHO OBTAINED EMPLOYMENT IN THE POSITION FOR WHICH THIS COURSE OF STUDY PREPARED THEM [Number]
5. PERCENTAGE OF STUDENTS WHO OBTAINED EMPLOYMENT IN THE POSITION FOR WHICH THIS

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- COURSE OF STUDY PREPARED
THEM [% of Enrollees]
6. PERCENTAGE OF GRADUATES
WHO OBTAINED EMPLOYMENT IN
THE POSITION FOR WHICH THIS
COURSE OF STUDY TRAINED THEM [% of Graduates]
7. NUMBER AND PERCENTAGE OF
TOTAL ENROLLEES AND
GRADUATES WHO OBTAINED
EMPLOYMENT IN THE FOLLOWING
SALARY RANGES:

Less than \$2.50 Per Hour	[Number] STUDENTS WHICH IS [%] OF TOTAL GRADUATES
\$2.50 - \$3.99 Per Hour	"
\$4.00 - \$5.50 Per Hour	"
\$5.51 - \$7.00 Per Hour	"
More than \$7.00 Per Hour	"

8. EMPLOYERS HIRING PERSONS
WHO GRADUATE FROM
[NAME OF COURSE] FROM
(DATE) TO (DATE) AS TRACTOR
TRAILER DRIVERS

<i>NAMES OF EMPLOYERS</i>	<i>TOTAL NUMBER OF GRADUATES HIRED</i>
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NOTE: In compiling the foregoing data information was sought from all enrollees indicated by item 1 above, and responses were received from _____ enrollees.

APPENDIX B

1. "Base period" shall mean the calendar period of time: a. From January 1 to June 30, inclusive; or b. From July 1 to December 31, inclusive.
2. The three (3) month period immediately following the close of the base period shall be used by respondents to monitor and record the employment experience of all enrollees whose enrollment terminated during the base period. Respondents may not include in the computation of statistics for the base period persons whose enrollment terminated during the three (3) month recordation period. Such persons will be included in the statistics for the subsequent base period.
3. On October 1 of each year respondents shall begin to disseminate statistics for the

base period which ended on June 30 of that year. Respondents shall continue to distribute said statistics until March 31.

4. On April 1 of each year respondents shall begin to disseminate statistics for the base period which ended on December 31 of the previous year, and shall distribute said statistics until September 30.

APPENDIX C

(Name)

(Address)

Re: Eligibility for partial reimbursement to certain former students of (School Name, City, State)

Dear (Name):

In settlement of a proceeding brought by the United States Federal Trade Commission, New England Tractor Trailer Training of Massachusetts, Inc., and New England Tractor Trailer Training of Connecticut, Inc. have agreed to a consent order.

The purpose of the enclosed questionnaire is to determine whether or not you are eligible for a partial reimbursement of tuition. Of course, you are under no obligation to send in this questionnaire, but you *must* return this questionnaire to have your eligibility determined.

You may already have received and sent in a similar questionnaire to the Federal Trade Commission. That questionnaire was used in preparation of the Federal Trade Commission's adjudicative proceeding. Now that this proceeding has been settled, this questionnaire seeks *different* information, information which is necessary to determine your eligibility.

DIRECTIONS: Please mark or fill in the appropriate spaces on the questionnaire enclosed, and return it in the enclosed stamped addressed envelope. It is suggested that you fill out and mail in this questionnaire as soon as possible, but in any event no later than (date which represents the one hundred and seventieth day from the date of service). If you should misplace the envelope provided, please mail your questionnaire to the (Name and address of party on return envelope).

You must follow the directions and should answer all questions which apply to you *completely* and *truthfully*, to the best of your knowledge. Questionnaires which are incomplete or improperly filled out could result in the loss of eligibility.

APPENDIX D

ELIGIBILITY QUESTIONNAIRE

RE: Your attendance at New England Tractor Trailer Somers, Connecticut or Quincy, Massachusetts

1. Did you enroll in a tractor trailer training course at the above-named school?
(CHECK ONE)

YES ()

NO ()

IF THE ANSWER IS "NO," DO NOT FILL IN THE REMAINDER OF THE QUESTIONNAIRE: TURN TO THE LAST PAGE, DATE AND SIGN ON THE APPROPRIATE LINES, AND RETURN THE QUESTIONNAIRE IN THE POSTAGE-PAID ENVELOPE.

2. In what month and year did you enter the school? (You must give *both* month and year)

MONTH/YEAR _____

3. Did you complete the course? (CHECK ONE)

YES ()

NO ()

4. When you left the school did you make any effort to seek a job as a tractor trailer driver? (CHECK ONE)

YES (SKIP TO Q. 6) ()

NO ()

5. Please give the *most important* reason why you did *not* seek a job in the tractor trailer field: (CHECK ONE ONLY)

- a. I took the course for advancement in my job and not for the purpose of seeking a job as a tractor trailer driver ()
- b. I preferred a job in another field (such as factory worker or salesman) ()
- c. I decided I did not want a job driving a tractor trailer truck ()
- d. I decided I would not be able to find a job as a tractor trailer driver due to a lack of tractor experience ()
- e. I decided I would not be able to find a job as a tractor trailer driver because of insufficient training, or because of the quality of the training ()
- f. I decided I would not be able to find a job as a tractor trailer driver in that field due to a lack of demand ()
- g. I married or started a family ()
- h. I was drafted or enlisted in the military service ()
- i. I went to college or other schooling ()
- j. Other (PLEASE DESCRIBE) ()

6. Have you ever attained a job as a tractor trailer driver after you left the school?

YES ()

NO ()

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7. How much in tuition did you pay?

AMOUNT: \$ _____

8. Did a state or local department or division of vocational rehabilitation pay any of the tuition for the course for which you enrolled? (CHECK ONE)

YES ()

NO ()

9. How much of your tuition was paid by a State or local department or division of vocational rehabilitation?

AMOUNT \$ _____

10. Have you ever received a refund of any tuition money from the above-named school? (CHECK ONE)

YES ()

NO ()

11. How much was the refund?

AMOUNT \$ _____

Please attach to this form any documents or copies of such documents that indicate you paid an amount of money for any course of instruction offered by the above school. If you cannot provide such documents, your eligibility to receive reimbursement will not be affected.

WARNING: It is a Federal crime for anyone to knowingly and willfully make a false, fictitious or fraudulent statement or representation in any matter within the jurisdiction of any department or agency of the United States. 18 U.S.C. §1001.

Signature

Date

Print Name Here

Social Security No.

APPENDIX E
IMPORTANT NOTICE

(Name)

(Address)

Dear (Name):

Pursuant to an order of the Federal Trade Commission issued on _____, New England Tractor Trailer Training of Massachusetts, Inc., and New England Tractor Trailer Training of Connecticut, Inc. have been directed to make [percentage] per cent refunds of tuition to certain students who had enrolled in tractor trailer training courses offered by our companies.

The order of the Commission contains the provisions identifying the class of persons eligible for refunds, and the procedures for making refunds. (You may obtain a copy of the order without charge by writing to the Federal Trade Commission, Publications, Room 130, Washington, D.C. 20580. Refer to "New England Tractor Trailer, Docket No. C-_____".)

In accordance with the provisions of the order, it has been determined that you are entitled to a refund of \$ _____. A check for this amount is enclosed.

NEW ENGLAND TRACTOR TRAILER
TRAINING OF MASSACHUSETTS, INC.

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NEW ENGLAND TRACTOR TRAILER
TRAINING OF CONNECTICUT, INC.By _____
Arlan Greenberg
President

Enclosure.

APPENDIX F

IMPORTANT NOTICE

Pursuant to an order of the Federal Trade Commission issued on _____, New England Tractor Trailer Training of Massachusetts, Inc. and New England Tractor Trailer Training of Connecticut, Inc. were directed to make partial reimbursements of tuition to certain students who had enrolled in tractor trailer training courses. The order of the Commission contains the provisions identifying the class of persons eligible for reimbursement and the procedures for making reimbursements.

In accordance with the provisions of the order, it has been determined, based upon your responses to the "Eligibility Questionnaire," that you are not eligible for reimbursement.

The order specified that the class of purchasers entitled to reimbursement was limited to those persons who meet *all* of the following tests:

1. Enrolled in a tractor trailer training course from January 1, 1973 through December 31, 1973; and
2. Did not have his course tuition paid in full by a State or local department or division of vocational rehabilitation; and
3. Completed the training course; and
4. Sought employment as a tractor trailer driver *OR* elected not to seek such employment because of reasons related to sufficiency or quality of the course, or job demand; and
5. After completion of the course, did not attain employment as a tractor trailer truck driver.

You may obtain a copy of the order without charge by writing to the Federal Trade Commission, Publications, Room 130, Washington, D.C. 20580, (refer to "New England Tractor Trailer Training, Docket No. C _____.")

Order

IN THE MATTERS OF

CHRYSLER MOTORS CORPORATION, ET AL. D. 9072
FORD MOTOR COMPANY, ET AL. D. 9073
GENERAL MOTORS CORPORATION, ET AL. D. 9074

Dockets 9072, 9073, 9074. Orders, July 13, 1976

Affirmance of administrative law judge's orders granting limited intervention on issue of relief but denying leave to intervene on issues relating to liability.

Appearances

For the Commission: *Sharon S. Armstrong, Randall H. Brook, Gregory L. Colvin, Ronald G. Sims and Sarah J. Hughes.*

For the respondents Chrysler Motors Corp., et al.: *J. D. Owens and A. L. Ronquillo, Troy, Mich., H. Raymond Cairncross, Seattle, Wash., Clifford L. Johnson and Walter B. Maher, Detroit, Mich., Robert Ehrenbard, Keller, Drye & Warren, New York City and Stein, Mitchell & Mezines, Washington, D.C.*

For the respondents Ford Motor Company, et al.: *Wald, Harkrader & Ross and Stein, Mitchell & Mezines, both of Washington, D.C., Hoessler, Stamer & Esler, Portland, Oreg., David R. Larrouy and Jerry D. Bringard, both of Dearborn, Mich.*

For the respondents General Motors Corp., et al.: *John J. Higgins and James P. Melican, Jr., Weil, Gotshal & Manges, New York City.*

ORDER AFFIRMING ORDERS OF ADMINISTRATIVE LAW JUDGE
GRANTING LIMITED INTERVENTION

The complaints in these matters challenge the automobile repossession practices of the respondent automobile manufacturing corporations, their credit subsidiaries and a named dealer of each manufacturer. On May 12, 1976, the administrative law judge ("ALJ") issued orders granting the National Automobile Dealers Association ("NADA")¹ a limited right of intervention on the issue of relief but denying NADA leave to intervene on issues relating to liability. Pursuant to Section 3.23(a) of the Rules of Practice, NADA applies for review of the portions of the ALJ's rulings denying it permission to intervene on liability issues.

"The determination of whether or not justification exists to warrant intervention requires a delicate balancing process in which the interests of the applicant and the applicant's potential contribution to the proceeding must be weighed against the detriment to the public

¹ According to NADA, the association has a total of approximately 20,000 automobile dealers, of which 2,723 are Chrysler dealers, 8,690 are General Motors dealers, and 4,388 are Ford dealers.