

IN THE MATTER OF
JETMA TECHNICAL INSTITUTE, ET AL.

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

Docket 9061. Complaint, Oct. 28, 1975 — Decision, Oct. 19, 1977

This consent order, among other things, requires a San Francisco, Calif. seller of correspondence training courses for gas turbine engine mechanics, and technical illustrators, to cease misrepresenting the need, demand, or potential earnings of their graduates; failing to furnish prospective enrollees material disclosures regarding the employment rate, drop-out rate, and financial success of recent students. Further, respondents are required to furnish prospective students with a ten-day cooling-off period within which to cancel their contracts; to maintain for a two-year period files of inquiries and complaints relating to prohibited acts and practices; and to institute a surveillance program designed to ensure that their representatives comply with the terms of the order.

Appearances

For the Commission: *John M. Porter* and *Seela Lewis*, Consumer Protection Specialist.

For the respondents: *Daniel C. Smith, Arent, Fox, Kintner, Plotkin & Kahn*, Washington, D.C.

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 Jetma Technical Institute, a corporation, and Fred Lee, Jr. and Anna H. Lee, individually and as officers of said corporation, hereinafter sometimes 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:

PARAGRAPH 1. Respondent Jetma Technical Institute, hereinafter referred to as "Jetma," is a corporation organized, existing and doing business under and by virtue of the laws of the State of California, with its principal office and place of business located at 103 South Airport Boulevard, South San Francisco, California.

Respondents Fred Lee, Jr. and Anna H. Lee are the principal officers of Jetma. They formulate, direct and control the policies, acts and practices of the corporate respondent, including the acts and

practices hereinafter set forth. Their business address is the same as that of respondent Jetma.

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 gas turbine engine mechanics or technical illustrators. Said courses, when pursued to completion, consist of a series of correspondence lessons, with an optional two-week in-residence training program for the gas turbine mechanics course.

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, commercial announcements on television 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 place of business located in California, utilize the services of sales representatives and cause said sales representatives 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 principal place 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. 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 television commercials, advertising brochures and other printed materials concerning the alleged large and growing demand for graduates of Jetma's gas turbine engine mechanics course; the high salaries available to them; the ease with which graduates are placed in positions for which they are trained; and the smog-free characteristics of the gas turbine engine.

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

For the purpose of inducing the sale of respondents' training courses, such sales representatives make to prospective purchasers many statements and representations, directly or by implication, regarding the nature of the courses and services offered by the respondents, the job opportunities for graduates of respondents' course in gas turbine engine mechanics, and the value of the gas turbine engine as a smog-free alternative to engines which emit pollutants. Said statements and representations are made both orally by means of a formal sales manual and presentation, and by means of brochures or other printed materials displayed by the sales representatives to prospective purchasers and furnished to broadcast media.

Typical and illustrative, but not all inclusive of the representations in these advertisements and oral statements are the following:

Look into your opportunities as a turbine technician.

As the new anti-smog laws make present day noisy-smoky engines illegal—yes, illegal—in trucks, buses, industrial plants, even automobiles—the pressure is on to convert to other power plants. Already new gas turbine engines are rolling off assembly lines in pilot production and the pressure is on to train technicians to fix these engines, service them in shops and on the road. [television advertisement]

* * * * *

Do you want a challenging career with an expanding future? [television advertisement]

* * * * *

Here it is. . .the end of smog. . .the beginning for men who want to earn good money doing work they can be proud of. You've read what's happening, buses, big trucking companies getting ready to switch over. Those big, noisy engines that don't meet requirements will be obsolete ". . . That's the law"

Already the smog free turbines are rolling off the assembly lines in Detroit. Now

Complaint

90 F.T.C.

the rush is on to find trained people to help build those engines, service them, and fix them in shops and on the road. [television advertisement]

We'll turn you into a high-paid technician for the engine of the future. The gas turbine.

* * * * *

The field of [Jet Engine/gas turbine maintenance] offers excellent starting pay. . . [direct mail advertisement]

* * * * *

In a few short months you can be ready to step into the future. Jetma can show you the way as it has many thousands now employed in high paying jobs. [direct mail advertisement].

PAR. 5. By the use of the above-quoted statements, and others of similar import and meaning respondents have represented or implied that:

1. There is now or soon will be a need for a substantial number of graduates of Jetma's gas turbine engine mechanics course.
2. Graduates of Jetma's gas turbine mechanics course receive high salaries as gas turbine mechanics.
3. The gas turbine engine does not emit smog-producing pollutants.

PAR. 6. In truth and in fact:

1. There is not now nor will there soon be a need for a substantial number of graduates of Jetma's gas turbine engine mechanics course.
2. Few, if any graduates of Jetma's gas turbine mechanics course receive high salaries as gas turbine mechanics.
3. The gas turbine engine does emit smog-producing pollutants.

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

PAR. 7. 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 gas turbine mechanics and have made representations concerning job availability without disclosing in advertising or through their sales representatives such material facts as would indicate the possibility of securing future employment upon completion of the training courses, and the nature of such employment, including such statistics as: (1) the recent percentage of persons who have completed the training courses 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. 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. 8. 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, sales representatives, 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 Seven, respondents or their representatives have induced 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. Thereafter, many such enrollees fail to complete the course.

PAR. 9. 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 contract to pay over to them substantial sums of money to purchase or pay for courses of instruction which were of little use or value to said persons for purposes of obtaining future employment in the jobs for which they were purportedly providing 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.

PAR. 10. 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. 11. In the course and conduct of their business, and at all times mentioned herein respondents have been, and are now, in

substantial competition, in or affecting commerce, with corporations, firms, and individuals engaged in the sale of training courses covering the same or similar subjects.

PAR. 12. The use by respondents of the aforesaid false, misleading, unfair or deceptive statements, representations, acts and practices and their failure to disclose the 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. 13. 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 Commission having issued its complaint in this proceeding on October 28, 1975, charging respondents named in the caption hereof with violations of the Federal Trade Commission Act; and

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

The respondents and counsel for the Commission having executed an agreement containing a consent order, an admission by respondents of all jurisdictional facts set forth in the aforesaid complaint, and waivers and other provisions as required by the Commission's Rules; and

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

1. The agreement herein, by and between Jetma Technical Institute, a corporation, by its duly authorized officers, and Fred Lee, Jr. and Anna H. Lee, individually and as officers of said corporation, respondents in a proceeding initiated by the Federal Trade Commission through the issuance of its complaint on October 28, 1975, and their attorney, and counsel for the Federal Trade Commission, is

entered into in accordance with the Commission's Rule governing consent order procedure.

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

ORDER

It is ordered, That respondent Jetma Technical Institute, a corporation, its successors and assigns, and its officers, and Fred Lee, Jr. and Anna H. Lee, individually and as officers of said corporation, 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 gas turbine mechanics 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 in any manner, directly or by implication, that there is or will be any need or demand for respondents' graduates in positions for which such graduates are purportedly trained, except as hereinafter provided in Paragraph 4 of this order.

2. Representing in any manner, directly or by implication, that respondents' graduates will or may earn any specified amount of money, or otherwise representing by any means the prospective earnings of such persons without clearly and conspicuously disclosing the employment salary range of respondents' graduates computed as prescribed in Paragraph 4 of the order.

3. Representing in any manner, directly or by implication, that the gas turbine engine does not emit smog-producing pollutants.

4. Failing to disclose, in writing, clearly and conspicuously, prior to the signing of any contract, to any prospective student of any course of instruction offered by respondents, the following information in the format prescribed in Appendix B with the title "IMPORTANT INFORMATION" printed in 10 point boldface type across the top of the form and for the Base Period described in Appendix A:

(1) The total number of students; the number and percentage of students 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 number and percentage of students who graduated, such percentage to be computed separately for each course of instruction;

(3) The number of graduates employed in a position for which the

course trained them and the employment placement percentages based on all students and graduates; such numbers and percentages to be computed separately for each course of instruction offered by respondents at each school, location or facility;

(4) The employment salary range of respondents' graduates as to the same graduates used to compute the placement percentage in (3) 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 described in Appendix A. However, during such period the following statement, and no other, shall be made in lieu of the Appendix B 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].

5. Failing to keep adequate records, for a period of three years from the date each student discontinues training or graduates, which may be inspected by Commission staff members upon reasonable notice which substantiate the data and information required to be disclosed by Paragraph 4 of this order. Such records shall include the name, address, and telephone number of each student and, with respect to Paragraph 4 (subparagraphs 3 and 4), such records shall include:

- (i) The name, address and telephone number of the firm or employer employing each graduate;
- (ii) The name or title of the job position obtained;
- (iii) The date on which the job position was obtained;
- (iv) His/her monthly or annual salary.

6. (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 student in boldface type of a minimum size of ten (10) points, a statement in the following form:

You, the prospective student [the buyer], 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 student, 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 SELLER'S 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 OF 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 student 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 student's right to cancel.

(e) Failing or refusing to honor any valid notice of cancellation by a prospective student 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 materials 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.

7. Making any representations of any kind whatsoever, which are not already proscribed by other provisions of this order, in connection with the advertising, promoting, offering for sale, sale or distribution of courses of study, training or instruction in the field of gas turbine mechanic's 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.

8. 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.

9. *It is further ordered, That:*

(a) Respondents herein deliver, by hand or by registered mail, a copy of this 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 persons 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) That respondents discontinue dealing with any person described in subparagraph (a) above, revealed by the aforesaid program of surveillance, who engages on his own in the acts or practices prohibited by this order; *provided, however*, that violation of any provision of this order by present or future employees of independent contractors shall not be deemed a violation of this order by respondents unless respondents, upon knowledge of such violation, fail to take, within a reasonable time, corrective action to insure that such act or practice is terminated; and *further provided*, that in the event remedial action is taken, the sole fact of such dismissal or termination shall not be admissible against respondents in any proceeding brought to recover penalties for alleged violation of any other paragraph of this order.

(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.

10. *It is further ordered*, That respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

11. *It is further ordered*, That the respondent corporation shall notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondent 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 respondent corporation which may affect compliance obligations arising out of this order.

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

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

Base Period

The first *Base Period* shall be the six-month period ending three months prior to the effective date of this order, such period to commence on the first day of the first month in the *Base Period*, and end on the last day of the sixth month. Subsequent *Base Periods* shall be of six months duration commencing on the next day following the termination of the prior *Base Period*. *Base Periods* shall be numbered consecutively beginning with the first *Base Period* (i.e., *Base Period* #1) as defined above.

Monitoring Phase

The three-month period immediately following the close of a *Base Period* shall be used by respondents to monitor and compile the total number of all students, and the number of students who dropped out, at any time during the *Base Period*, and the employment success results of graduates during that *Base Period*. Respondents may include in the computation of statistics for the *Base Period* any employment statistics based upon events occurring during the three-month *Monitoring Phase*.

Dissemination Phase

On the first business day following three months after the termination of a *Base Period*, respondents shall begin dissemination of that just-terminated *Base Period's* statistics as required by this order, continuing such dissemination until the first business day following three months after the termination of the next *Base Period*, at which time dissemination of the next set of *Base Period* statistics must begin.

APPENDIX B

DISCLOSURE FORM BASE PERIOD # _____

(NAME OF SCHOOL)

DROP-OUT AND PLACEMENT RECORD OF

(NAME OF COURSE)

FOR THE PERIOD (DATE) THROUGH (DATE)

1. TOTAL NUMBER OF STUDENTS

2. STUDENTS WHO DROPPED OUT:

NUMBER.....

PERCENTAGE%

3. STUDENTS WHO GRADUATED:

NUMBER.....

PERCENTAGE%

4. TOTAL NUMBER OF GRADUATES
WHO FOUND EMPLOYMENT IN A
POSITION FOR WHICH THIS COURSE
TRAINED THEM

THESE GRADUATES FINDING
EMPLOYMENT WERE:

_____ % OF ALL STUDENTS, AND
_____ % OF ALL GRADUATES.

THESE GRADUATES WERE HIRED IN
THE FOLLOWING SALARY RANGES:

	Number	% of All Students	% of Graduates
\$300-399 per month			
\$400-599 per month			
\$600-799 per month			
\$800 and over per month			

Interlocutory Order

90 F.T.C.

IN THE MATTER OF
CENTURY 21 COMMODORE PLAZA, INC., ET AL.

Docket 9088. Interlocutory Order, Oct. 19, 1977

Denial of application to review ALJ's order denying a motion to intervene.

ORDER DENYING APPLICATION TO REVIEW ORDER DENYING
MOTION TO INTERVENE

On September 19, 1977 Administrative Law Judge Lewis F. Parker denied applicant David Unterberg's motion to intervene in the above-captioned matter for the reason that he failed to present facts sufficient to support his motion.¹ Mr. Unterberg has applied to the Commission for review of that order.

Section 3.23(b) of the Commission's Rules of Practice provide that in appeals from a determination by an Administrative Law Judge the moving party is required to attach the "portions of the record on which the moving party is relying." Nothing in the papers submitted by applicant demonstrates that the ALJ erred in finding that the movant had failed to present facts that satisfied the standard for intervention.

It is ordered, That Mr. Unterberg's application for review of the order denying his motion to intervene be, and hereby is, denied.

¹ "[B]efore the Commission will allow intervention into its proceedings, it must be demonstrated that (1) the persons seeking such intervention desire to raise *substantial* issues of law or fact which would not otherwise be properly raised or argued, and (2) the issues thus raised are of sufficient importance and immediacy to warrant an additional expenditure of the Commission's limited resources on a necessarily longer more complicated proceeding in that case, when considered in light of other important matters pending before the Commission." *Firestone Tire & Rubber Co.*, 77 F.T.C. 1666, 1669 (1970).