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Division of Law  
124 Halsey Street - 5<sup>TH</sup> Floor  
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Newark, New Jersey 07101  
Attorney for New Jersey Division of Consumer Affairs

By: Jeffrey Koziar  
Deputy Attorney General  
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**FILED**

APR -8 2011

Division of Consumer Affairs

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CONSUMER AFFAIRS

In the Matter of

BRIDGESTONE RETAIL OPERATIONS,  
LLC.

Administrative Action

**ASSURANCE OF VOLUNTARY  
COMPLIANCE- FOURTH ADDENDUM**

**WHEREAS** the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") and Bridgestone Retail Operations, LLC (formerly Bridgestone/Firestone) ("Bridgestone") (collectively, the "Parties") are parties to an Assurance of Voluntary Compliance filed with the Division on June 14, 2000 (the "AVC");

**WHEREAS** the AVC provided for four (4) audits by the Division, consisting of random, unannounced and undisclosed presentations of one or more automobiles at one or more Bridgestone repair facilities;

**WHEREAS** the AVC First Addendum was filed on October 10, 2001, the AVC Second Addendum was filed on September 17, 2003 and the AVC Third Addendum was filed on June 2, 2006;

**WHEREAS** the Division conducted its fourth and final audit on August 5, 2010 at the Bridgestone repair facilities located at the following locations: (1) 1260 Route 46, Parsippany, New Jersey 07054; and (2) 232 Bloomfield Avenue, Montclair, New Jersey 07042 ("Fourth Audit");

**WHEREAS** the Fourth Audit revealed that these Bridgestone locations were not in full compliance with the AVC;

**WHEREAS**, as required by the AVC, the findings of the Fourth Audit have been reviewed and responded to by Bridgestone;

**WHEREAS** Bridgestone has voluntarily cooperated with the Division and agrees to this AVC Fourth Addendum ("Fourth Addendum") without having admitted to any violation of law or finding of fact; and

**WHEREAS** the Parties agree as follows:

**1. EFFECTIVE DATE**

1.1 This Fourth Addendum shall be effective on that date that it is filed with the Division ("Effective Date"). Except as specified herein, this Fourth Addendum is not intended to supercede, negate or otherwise alter provisions of the AVC or the First, Second or Third Addendums, except as expressly set forth herein.

**2. DEFINITIONS**

As used in this Fourth Addendum, the following words or terms shall have the following meanings:

2.1 "Advertisement" means any written, oral or electronic statement, illustration or depiction that is designed to create interest in the purchase of, impart information about the attributes of, publicize the availability of, or effect the sale or use of, goods or services, whether the statement

appears in a brochure, newspaper, magazine, free-standing insert, circular, mailer, package insert, package label, product instructions, electronic mail, website, homepage, television, "infomercial" or any other medium. For purposes of the Advertising Regulations, Advertisement" shall be defined in accordance with N.J.A.C. 14:45A-9.1.

2.2 "Advertising Regulations" refers to the Regulations Governing General Advertising.

2.3 "Automotive Repair Regulations" refers to the Regulations Governing Automotive Repairs, N.J.A.C. 13:45A-26C.1 et seq.

2.4 "CFA" refers to the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.

2.5 "State" shall refer to the State of New Jersey.

### **3. BUSINESS PRACTICES**

3.1 Bridgestone shall not engage in any unfair or deceptive acts or practices in the conduct of its business in the State, including conduct in violation of the AVC and/or the First, Second, Third and/or Fourth Addendums, and shall comply with such applicable State and/or Federal laws, rules, and regulations as now constituted or as may hereafter be amended including, but not limited to, the CFA, the Advertising Regulations and/or the Automotive Repair Regulations.

3.2 Bridgestone's Advertisements concerning its transmission service shall not include any misrepresentations with respect to the amount of transmission fluid replaced.

3.3 Bridgestone shall conspicuously post the notice of consumer rights, as required by N.J.A.C. 13:45A-26C.2(a)(11).

#### **4. SETTLEMENT PAYMENT**

4.1 The Parties have agreed to a settlement of the Fourth Audit in the amount of Twenty-Six Thousand Four Hundred Five and 00/100 Dollars (\$26,405.00) ("Settlement Payment").

4.2 The Settlement Payment comprises Twenty Thousand and 00/100 Dollars (\$20,000.00) in civil penalties, pursuant to N.J.S.A. 56:8-13, and Two Thousand Nine Hundred Seventy-Five and 00/100 Dollars (\$2,975.00) in reimbursement of the Division's attorneys' fees, and Three Thousand Four Hundred Thirty and 00/100 Dollars (\$3,430.00) in reimbursement of the Division's investigative costs, pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

4.3 On or before the Effective Date, Bridgestone shall make the Settlement Payment by certified or cashier's check made payable to "New Jersey Division of Consumer Affairs" and shall be forwarded to the undersigned:

New Jersey Division of Consumer Affairs  
Office of Consumer Protection  
P.O. Box 45025  
Newark, New Jersey 07101  
Attention: Case Management Tracking Unit

4.4 Upon making the Settlement Payment, Bridgestone shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

#### **5. GENERAL PROVISIONS**

5.1 This Fourth Addendum shall be governed by, and construed and enforced in accordance with, the laws of the State.

5.2 This Fourth Addendum is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:A-1 et seq.

5.3 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Fourth Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Fourth Addendum.

5.4 The Parties represent and warrant that their signatories to this Fourth Addendum have authority to act for and bind the respective Parties.

## **6. RELEASE**

6.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Fourth Addendum and conditioned on Bridgestone making the Settlement Payment in the manner specified in Section 4, the Division hereby agrees to release Bridgestone from any and all civil claims or consumer related administrative claims, to the extent permitted by State law, which the Division could have brought prior to the Effective Date against Bridgestone for violations of the CFA, the Advertising Regulations and/or the Automotive Repair Regulations arising out of the Fourth Audit as well as the matters specifically addressed in this Fourth Addendum ("Released Claims").

## **7. NOTICES UNDER THIS AVC FOURTH ADDENDUM**

7.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Bridgestone pursuant to this Fourth Addendum shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

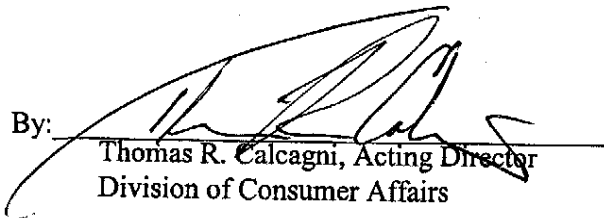
Assistant Deputy of Enforcement  
Office of Consumer Protection  
New Jersey Division of Consumer Affairs  
124 Halsey Street - 7th Floor  
P.O. Box 45028  
Newark, New Jersey 07101

For Bridgestone:

Jerry Lott  
Bridgestone Retail Operations, LLC  
333 E. Lake Street  
Bloomington, Illinois 60108

IT IS ON THE 5<sup>th</sup> DAY OF April, 2011, SO AGREED.

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY

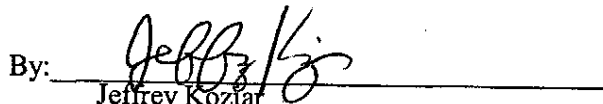
By:   
Thomas R. Calcagni, Acting Director  
Division of Consumer Affairs

Dated: 4/8, 2011

**THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS AVC  
FOURTH ADDENDUM ON THE DATES BESIDE THEIR RESPECTIVE SIGNATURES.**

FOR THE DIVISION:

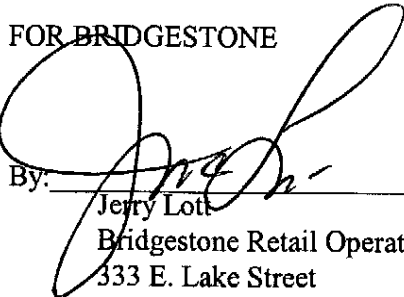
PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY

By:   
Jeffrey Kozlar  
Deputy Attorney General  
Consumer Fraud Prosecution Section  
124 Halsey Street - 5<sup>th</sup> Floor

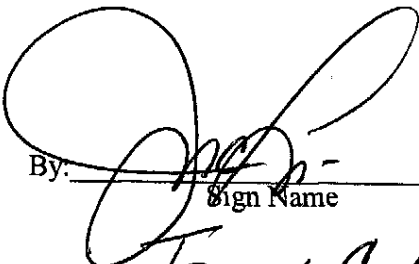
Dated: 4/8, 2011

P.O. Box 45029  
Newark, New Jersey 07101  
(973) 648-7819

FOR BRIDGESTONE

By:   
Jerry Lott  
Bridgestone Retail Operations, LLC  
333 E. Lake Street  
Bloomington, IL 60108

Dated: 4/6/11, 2011

By:   
Sign Name  
JERRY C. LOTT  
Print Name

Dated: 4/6/11, 2011

DIRECTOR, CONSUMER AFFAIRS  
Print Title/Position  
GOVERNMENT RELATIONS