



JON S CORZINE
Governor

New Jersey Office of the Attorney General

Division of Consumer Affairs
Consumer Service & Intake Center
124 Halsey Street, 3rd Floor, Newark, NJ 07102



STUART RABNER
Attorney General

STEPHEN B. NOLAN
ACTING DIRECTOR

Mailing Address:
P.O. Box 45025
Newark, NJ 07101
(973) 504-6200

March 26, 2007

[REDACTED]
[REDACTED]
Sewell, NJ [REDACTED]

Re: Just Tires
File No.: 07-02060

Dear Sir/Madam:

Thank you for contacting the New Jersey Division of Consumer Affairs. Because the allegations you made in your letter are not within the division's jurisdiction, we are referring this matter to:

National Highway Traffic Safety Administration
400 7th Street, SW Room 5232
Washington, DC 20590
(888) 324-4236

All future correspondence, including inquiries and copies of additional documents should be addressed to them.

Sincerely,

Patricia D. Pate
Supervisor
Consumer Service Center

PDP:aro
CSC11B.frm

NJM
4/5/07
CC



New Jersey Office of the Attorney General

Division of Consumer Affairs
P.O. Box 45025
Newark, New Jersey 07101
(973) 504-6200
(800)-242-5846

E-Mail: AskConsumerAffairs@ps.state.nj.us

Please be advised that any information you supply on this complaint form may be subject to public disclosure. If an investigation into the matter is conducted, the information is subject to public disclosure only after the completion of the investigation. You are also advised that the completed complaint form is a "government record," which the Division may be obligated to provide to anyone making a request pursuant to the Open Public Records Act (OPRA).

COMPLAINT REPORTED BY:

COMPLAINT REPORTED AGAINST:

NAME: [REDACTED] ADDRESS: [REDACTED] CITY: <u>Sewell</u> STATE: <u>N.J.</u> ZIP: [REDACTED] HOME TELEPHONE NUMBER: [REDACTED] WORK TELEPHONE NUMBER: <u>N/A</u> E-MAIL ADDRESS: <u>N/A</u>	BUSINESS: <u>Just Tires</u> ADDRESS: <u>[REDACTED] 5781 State Highway #42</u> CITY: <u>Washington Township</u> STATE: <u>N.J.</u> ZIP: _____ TELEPHONE NUMBER (1): <u>856-232-1666</u> TELEPHONE NUMBER (2): _____
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For statistical and informational purposes only. Your age: 18-29 30-44 45-59 60 or older

1. Nature of complaint (please check the appropriate box(es)):

- Automotive
- Automotive Repairs
- Banking
- Credit Card
- Charity
- Direct Mail/Sweepstakes
- Home Repair
- Internet/Cyberspace
- Professional Service
- Stocks/Securities
- Telemarketing
- Telecommunications
- Bingo/Raffle
- Health Club
- Warranty
- Advertising
- Wheelchair Lemon Law
- Weighing/Measuring Devices
- Used Car Lemon Law
- New Car Lemon Law
- Home Furnishings
- Other (specify) Michelin Tire Purchased at Just Tires

2. If your complaint involves a motor vehicle, please provide the following information:

- a. New Used
- b. Purchased Leased
- c. Purchase Price _____ Current Mileage _____
- d. Date of purchase _____ With Warranty With Service Contract As Is
- e. Make _____ Model _____ Year _____

3. Name of company with which you dealt: _____

4. Name and title of company agents or employees with whom you dealt: See Attached Letter's

Letter # 1

April 10, 2006

Michelin
Consumer Relations Department
P.O. Box 19001
Greenville, SC 29602-9001

Re: Defective tire

Dear Sir/Madam:

For over thirty years I have been purchasing Michelin tires for my two family vehicles, and recently have added a third car. I have never had a problem until April 4, 2006, when while on the road a tire blew out. I purchased the tires at Just Tires in Turnersville, NJ. I brought the tire back that same day, and the first thing they told me was that I should have purchased road hazard insurance. I told them that I did not hit anything on the road, and when they brought the tire in for inspection, they agreed. They then said that I was probably driving on a low tire. I informed them that this was not possible since I had just checked all four of my tires and they registered at 32 PSI, which is the pressure recommended for the tires that I purchased.

From the start of my conversation with the manager of Just Tires I felt that I was getting the "run around." He said that he would rather see me purchase a Goodyear tire and that he could give me a "good deal" on one. However, I told him that I always had Michelin tires and preferred them to any other. The manager then told me that he would contact the Michelin dealer and order a new tire for me.

When I went back to Just Tires the manager said that he was trying to get \$25 or \$30 reimbursed to me. I asked him if Michelin saw the tire and he said, "No, it's still in the shop." I asked him how could they make a determination of the problem without seeing the tire, and he told me that they could by the information that he gave them. The manager was insistent that my tire was low, and this is not true. It seemed that all he cared about was selling me another brand of tire.

I called your Customer Relations department, who in turn called the manager of Just Tires, who said the same thing to them as he said to me. I understood at that point that I was facing a losing battle.

I feel it is crucial that Michelin be made aware of a possible defect in a tire that only had 12,000 miles on it. I am a long-time customer who has only purchased Michelin tires, and I am very upset about this incident. My other real concern is that I presently have three of the four Michelin tires that I purchased on my car, and I only hope that none of them blow out while driving.

April 10, 2006
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I can assure you that I will never purchase another tire from Just Tires, and without a satisfactory reply to this correspondence, I will be forced to terminate any future tire purchases from your company. I always felt assured of the safety of Michelin tires, but that is no longer the case.

Thank you for your attention to this matter.

[REDACTED]
[REDACTED]
1
Sewell, NJ [REDACTED]
[REDACTED]

May 14, 2006

Michelin
Consumer Relations Department
P.O. Box 19001
Greenville, SC 29602-9001

RE: Blowout on second (rear) tire and fraud with purchase of new tires

Dear Sir/Madam:

Please refer to my letter dated April 10, 2006, which details the start of a fiasco that I have been experiencing. As I reported to Michelin on May 8, 2006, I experienced the second blowout of a tire on May 6, 2006. Both blowouts involved the rear tires. Again, after paying to put my spare on, I drove to Just Tires (45 miles) on a doughnut spare. Just Tires put on a replacement tire but told me the rim was a little bent, but no problem. On Monday, May 8, 2006, as I stated above, I called Michelin and reported what had happened. I told Michelin that I did not trust Just Tires and I was informed that I should go to National Tire and Battery, a Michelin direct dealer, to have them look at the second tire that blew out. I informed your representative that on the original problem, to be safe, I requested Just Tires to check the pressure on all of my tires, which they did, and they stated the tire pressure was perfect. As another safeguard, the day before I took my trip I had my personal mechanic check the tire pressure and he stated that the pressure was fine.

National Tire and Battery looked at the second tire and stated there was no way to tell because of the tire's condition, and he reported this to the customer service representative. The representative told me that he would replace the tire and have them check the front tires for any problems but that if I wanted to put in a claim for the rim, they would have to evaluate the tire before they could settle the claim. I rode on this rim over 150 miles, and never having had to purchase a rim in my 50 years of driving, I was under the impression that rims were inexpensive. Therefore, I informed your representative not to worry about the rim (which was my mistake since now I have to pay for the rim out of my own pocket). National Tire and Battery's manager did what was authorized and he checked the two front tires. At that point he came back with one and told me that it had a plug in it. I was taken aback because I had never had a flat on those front tires and I am the sole driver of my car. My wife has her own car, which she drives. He then called the representative and told him what I had said, and then I talked to him. He said that there appeared to be something wrong and he wanted me to go to Just Tires and tell them what had been found and that I should call him afterwards. At this point I was too tired to go back, so I telephoned and spoke with Jason, the assistant manager at Just Tires. I told him of the above-noted findings and informed him that I had never had to repair this tire since the date of purchase. Jason informed me that they "don't sell tires with plugs in them" and asked me if I ever had the car serviced elsewhere. I told him that of course I did, every 3,000 miles for an oil change, and he said that probably they had fixed the tire. I find this absurd since, first of all, I did not

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need the tire repaired when I went for my oil change, and secondly, why would they have repaired a tire, not told me about it, and NOT CHARGED ME FOR IT?? The idea is ludicrous, but Jason seems to think that this is the case.

Needless to say, at this point I felt that yet again I was getting the runaround, and I told Jason to call Michelin. I don't know for a fact whether or not he did. What I do know for certain is that I never had either of my front tires repaired for any reason whatsoever since the date of purchase from Just Tires.

I am concerned (and Michelin should be concerned as well) that there is some problem with Just Tires or their supplier. It is hard for me to believe that Michelin is being anything other than honest in this case, but as a manager myself for over 35 years, I do know that you cannot control the actions of every person working for you.

Thank you for your attention to this serious matter.

[REDACTED]
Sewell, NJ [REDACTED]
[REDACTED]

Letter #3

12/11/06

To: Michelin Consumer Relations
Subject: Third Tire Blow Out

On 12/9/06 I experienced my third blowout of your tires. At the time of my second problem, I requested an investigation of the tires I purchased at Just Tires. On all three tires there was no indication of a puncture. The first two tires had twelve thousand miles. The last had approximately fourteen thousand miles. I have one more tire from the original purchase. As a manager for twenty years, I would certainly request this tire back to the factory to find out what is happening to my product before someone gets hurt. I have been told again the tire was probably low on air. My tire pressure is checked every week, and they were just checked two weeks ago by NTB when I had my oil changed and was told they were perfect. I know this is a very abnormal situation. I have purchased your product for thirty years without a flat or a blowout. This is the reason why I have purchased only your tires.

Thank you for your concern,





AA5129356

Michelin North America, Inc.

PASSENGER & LIGHT TRUCK TIRE LIMITED WARRANTY CLAIM FORM

AA5129356

DATE OF CLAIM		
MONTH	DAY	YEAR

OWNER INFORMATION AND CERTIFICATION

NAME: [REDACTED]

ADDRESS: [REDACTED]

CITY/STATE/ZIP: Jewell, NT [REDACTED]

TELEPHONE HOME: [REDACTED]

I hereby certify that to the best of my knowledge the foregoing statements are correct, that I am the owner of the product(s) presented for claim and that the product(s) described was (were) not involved in any accident, personal injury, consequential damage or other loss. I accept this adjustment in lieu of all further claims. I understand that the product(s) returned for replacement become the property of Michelin North America.

I further certify that the condition of the product(s) for which this claim is submitted is not covered by any other mileage, road hazard, or other warranty or protection plan purchased from or provided by the selling Dealer at the time of, or subsequent to, original purchase.

OWNER: [REDACTED]

X

VEHICLE / TIRE INFORMATION

YEAR: 2001 MAKE: LINCOLN MODEL: LINCOR

VIN (Vehicle Identification Number): 1LNHM82W91Y [REDACTED]

NEW TIRE SIZE AND DESCRIPTION INSTALLED: SIZE 225 60 16 DESCRIPTION HydroGel

DATE OF PURCHASE: [REDACTED] REQ'D IF DOT > 6 YRS. MSPN OF NEW TIRE: [REDACTED] CURRENT RETAIL PRICE: [REDACTED]

Tires Originally Obtained: ORIGINAL EQUIPMENT REPLACEMENT For Mileage Warranty: [REDACTED] REMOVED TIRE MILEAGE: [REDACTED]

RETAIL INVOICE NUMBER OR WORK ORDER NUMBER: [REDACTED]

DEALER INFORMATION

DEALER BRANCH: NFB SHIP TO NUMBER: [REDACTED] ASSOCIATE/SUB-DEALER NAME: [REDACTED] ASSOCIATE ACCT. NO.: [REDACTED]

STREET ADDRESS: 1400 N. ALABAMA ST. CITY/STATE/ZIP: DEPT. 02, NT 02090

WARRANTY RETURN INFORMATION

LINE #	TYPE OF CLAIM	DOT NUMBER(S) OF TIRE(S) REMOVED	REASON FOR REMOVAL / RETURN		WHEEL POS	TREAD DEPTH	% CHARGE TO CONSUMER	REASON(S) FOR REMOVAL / RETURN
			1 WORKMANSHIP / MATERIAL	2 MNA MILEAGE WARRANTY				
1		UD3V F6 F1 X3603			4R	/32		Customer damage/tread
2						/32		
3						/32		
4						/32		
5						/32		
6						/32		

DEALER CERTIFICATION	PROCESSING AUTHORIZATION
<p>I hereby certify that to the best of my knowledge the foregoing statements are correct.</p> <p>I further certify that the condition of the product(s) for which this claim is submitted is not covered by any other mileage, road hazard, or other warranty or protection plan purchased from or provided by the selling Dealer at the time of, or subsequent to, original purchase. I further understand that should Michelin North America learn of any other warranty or protection plan being applicable, it will, at its sole discretion, reject this claim or charge back any and all credits resulting from the processing of this claim.</p>	<p>The insertion of an authorization code received from MNA, is for the sole purpose of authorizing the processing of this claim. It is not a certification or verification of the claim's validity. Should subsequent verification of the information contained herein indicate that any information is fraudulent or incorrect, MNA will, at its sole discretion reverse any credits resulting from the submission of this claim and take any other remedial action it deems appropriate.</p> <p>5079</p> <p>DATE: 5-9-06</p>



THE ATTACHMENTS TO THIS
DOCUMENT HAVE BEEN REMOVED
TO PROTECT UNWARRANTED
INVASION OF PERSONAL PRIVACY
PURSUANT TO EXEMPTION 6 OF
THE FREEDOM OF INFORMATION
ACT (FOIA), 5 U.S.C. 552(b)(6).