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STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

IN RE: FRANCHISE NO POACHING
PROVISIONS

NO. **18-2-57777-2 BEA**

JIFFY LUBE INTERNATIONAL,
INC. ASSURANCE OF
DISCONTINUANCE

The State of Washington, by and through its attorneys, Robert W. Ferguson, Attorney General, and Rahul Rao, Assistant Attorney General, files this Assurance of Discontinuance (AOD) under RCW 19.86.100.

I. PARTIES

1.1 In January 2018, the Attorney General initiated an investigation into Jiffy Lube International, Inc. ("JLI") relating to certain provisions in its franchise agreements relating to the hiring practices of its franchisees.

1.2 JLI is a Delaware corporation with its principal office or place of business in Houston, Texas. JLI is in the business of offering franchises for the establishment and operation of lubrication, oil change and repair businesses for cars and light trucks under the "Jiffy Lube®" mark.

1 its franchise agreement, prior to the 60-day deadline, JLI shall provide the name and address of
2 the objecting franchisee and the name and address of the franchisee's registered agent to the
3 Office of the Attorney General.

4 3.3 As they come up for either renewal or renegotiation during the ordinary course
5 of business, JLI will amend all of its existing franchise agreements on a nationwide basis to
6 remove any no-poach provision.

7 3.4 Within 30 days of the conclusion of the time periods referenced in this section
8 III, JLI will submit a declaration to the Attorney General's Office signed under penalty of
9 perjury stating that all provisions of this agreement have been satisfied.

10 IV. ADDITIONAL PROVISIONS

11 4.1 This AOD is binding on, and applies to JLI, including each of its respective
12 directors, officers, managers, agents acting within the scope of their agency, and employees, as
13 well as their respective successors and assigns, controlled subsidiaries, divisions, groups,
14 partnerships, and joint ventures, or other entities through which JLI may now or hereafter act
15 with respect to the conduct alleged in this AOD.
16

17 4.2 This is a voluntary agreement and it shall not be construed as an admission of
18 law, fact, liability, misconduct, or wrongdoing on the part of JLI. By entering into this AOD,
19 JLI neither agrees nor concedes that the claims, allegations and/or causes of action which have
20 or could have been asserted by the Attorney General have merit and JLI expressly denies any
21 such claims, allegations, and/or causes of action. However, proof of failure to comply with this
22 AOD shall be *prima facie* evidence of a violation of RCW 19.86.030, thereby placing upon the
23 violator the burden of defending against imposition by the Court of injunctions, restitution,
24 costs and reasonable attorney's fees, and appropriate civil penalties under the Consumer
25 Protection Act.
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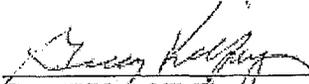
1 Presented by:

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