

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

MARSHALL MAOR, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

DOLLAR THRIFTY AUTOMOTIVE GROUP,
INC. (d/b/a DOLLAR RENT A CAR), DOLLAR
RENT A CAR, INC., and DTG OPERATIONS,
INC.,

Defendants.

Case No.

Judge

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff, Marshall Maor, individually and on behalf of all others similarly situated, for his class action complaint against Defendants Dollar Thrifty Automotive Group, Inc. (d/b/a Dollar Rent A Car), Dollar Rent A Car, Inc., and DTG Operations, Inc. (together “Dollar”), by and through his attorneys, alleges upon personal knowledge as to himself and his acts and upon information and belief and the investigation of counsel as to all other matters as follows:

NATURE OF THE CASE

1. Plaintiff brings this case on behalf of renters of vehicles from Dollar in connection with Dollar’s misrepresentations about the true purpose of “administration fees” charged in connection with Dollar’s rental vehicles.

2. Since at least 2008, Dollar has charged its customers who travel on toll roads that utilize electronic toll collection (“ETC”) service, an additional \$15 or \$25¹ per toll representing

¹ Until November 2011, Dollar’s administrative fee was \$25 per toll. Sometime during that year Dollar reduced this fee to \$15 per toll. Other than the reduction in amount, Dollar’s ETC program remains the same.

that these charges are for administrative fees in connection with Dollar's ETC program. By November 2011, Dollar had reduced this fee to \$15 per toll and had capped the amount of administration fees at \$105 per rental.

3. When customers pick up a rental car, Dollar presents them with a standard form contract that states, in relevant part, "All toll fines (including the use of all cashless toll roads without the purchase of the toll By-pass option) are subject to an admin fee of \$15 per violation/occurrence. You authorize us to release your billing/rental information to PlatePass, LLC and ATS Processing Services, LLC to process and bill to your credit card or billing account for the above-mentioned charges." The renter is notified of the charges several weeks after the rental is concluded and Dollar (through its agent) explains that the "administration fee was charged to cover the cost of processing your citation on behalf of the Rental Car Company."

4. But Dollar's self-described administration fees were anything but. In truth, despite representing these fees for a particular purpose—ETC administration—Dollar failed to use these fees for that purpose and instead retained the vast majority of these fees for itself. In this manner, Dollar's administration fees were in excess of the amounts that it actually paid to third parties.

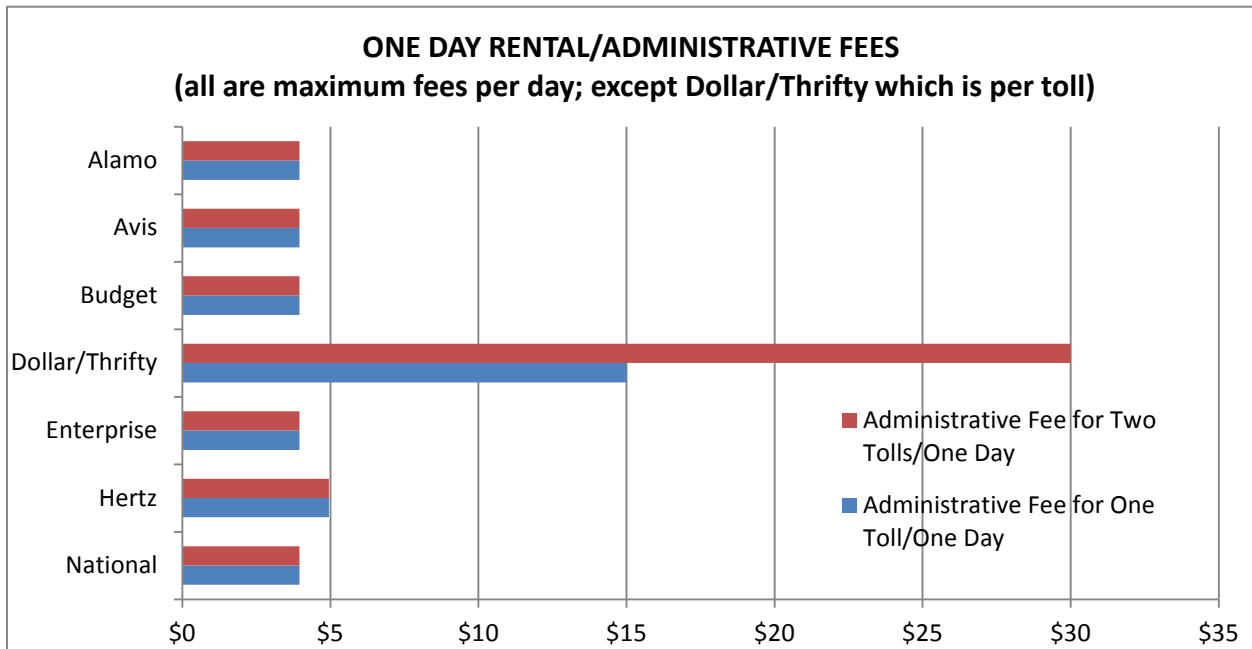
5. Presented with Dollar's representations about the purpose of the \$15 per toll fee, Plaintiff and other class members reasonably expected that that these were charges necessary for the administration of Dollar's ETC program and thus parted with money that they reasonably thought Dollar would use for that purpose. But instead, Dollar secretly and largely retained this money.

6. So for instance, if a Dollar customer traveled on the Florida Turnpike and incurred four \$2 tolls to and from this renter's destination, this renter's total charge would be

\$68: \$8 in tolls and \$60 in purported administration fees. Had this same situation occurred before November 2011, this renter’s total charge would have been \$108, with \$100 in purported administration fees.

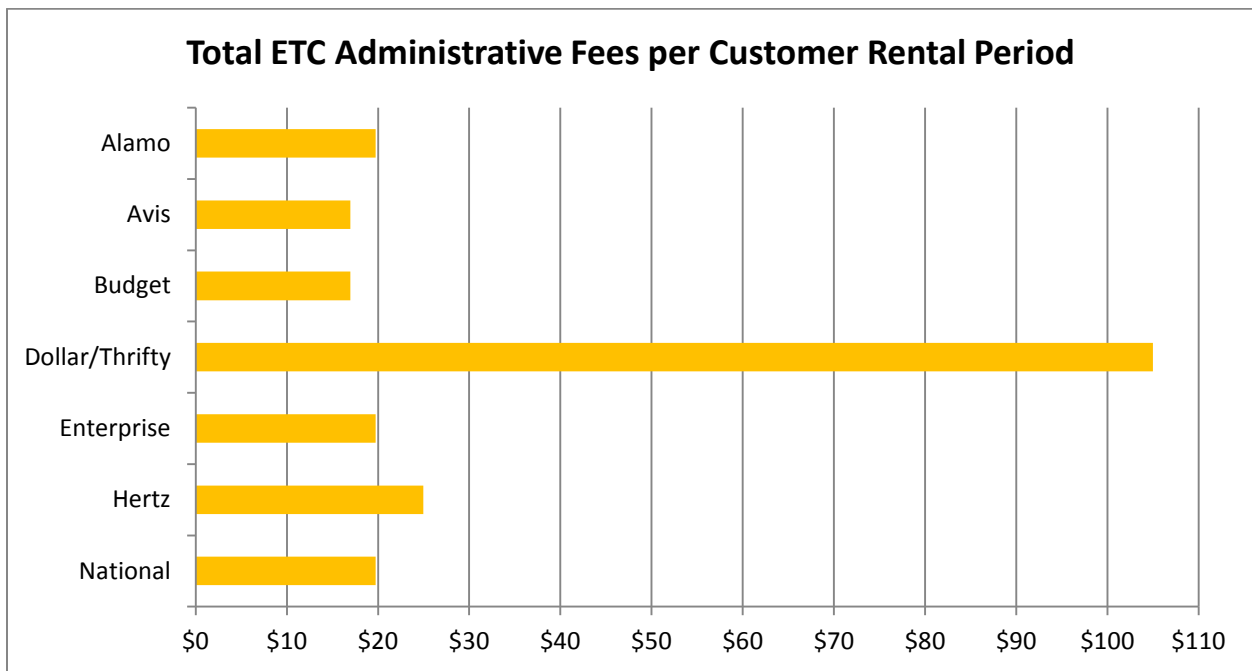
7. The fees are not for the stated purpose and are instead Dollar’s way to enhance revenues by making its customers believe that these charges are required when they aren’t.

8. Compared to other national car companies, Dollar charges its customers fees that are at least three (and sometimes up to twenty-six) times higher. But unlike other major car-rental companies, Dollar imposes its \$15 fee on a “per toll” basis, while other companies charge a *daily* administration fee. As the following graph illustrates, a consumer who incurs even one toll in a Dollar rental car will pay nearly four times what this renter would pay if renting a competitor’s car. And if this renter incurs two tolls in the same day (for example driving roundtrip on a toll road), Dollar’s administration fee is 7.5 times the competition’s administration fee:



Source: www.sunpass.com/rentalcar.

9. Furthermore, every other national car-rental company has a maximum amount of administration fees it charges for a customer’s rental period of between \$16.95 and \$19.75, with Hertz (Dollar’s parent company) providing a maximum cap of \$24.95 for all tolls incurred in a rental month. But as a “customer courtesy,” Dollar agrees not to charge more than seven administration fees during a rental period or no more than \$105.² But this is over five times the competition’s charges and over four times Dollar’s own parent’s charges. And Dollar imposes all of these charges even though it uses the same providers as the other rental companies to administer its ETC collection:



Source: www.sunpass.com/rentalcar.

10. Not only are Dollar’s “costs” far in excess of any other national rental company (including Dollar’s parent), but documents obtained from Florida Department of Transportation’s Florida’s Turnpike Enterprise (“FTE”) show the negligible amounts that the

² Because Dollar charges “per toll,” if a customer incurs 7 or more tolls in one day, Dollar would charge this customer \$105, making Dollar’s administration charges 26.5 times its competition’s per-day rate.

agency charges for electronic tolls. Under contracts between Dollar's ETC service providers, Rent A Toll, Ltd. ("RTL") and American Traffic Solutions, Inc. ("ATS"), the FTE charges these service providers only \$0.06 per toll incurred and charges these service providers 8% of the gross monthly tolls incurred. Thus, for example, assuming Dollar rented 1,000 cars in a month and each car incurred 4 toll charges at \$1.00 per toll, the administration cost would be \$560.³ But Dollar would collect \$60,000 from its customers at \$15 per toll multiplied by 4,000 tolls meaning that its cost to 'administer' the program is *107 times* the charges imposed by the FTE.

11. Dollar's representation, through its standardized documents, of \$15 and \$25 per toll administration fees to customers who traveled through electronic toll plazas but who did not purchase toll Bypass options is untrue and is a means to increase Dollar's profits while misleading its customers concerning the true purpose of these charges.

12. Accordingly, Plaintiff brings this action for breach of contract, violation of Florida consumer-protection law, and breach of the covenant of good faith and fair dealing in order to recover his and class members' damages and to obtain injunctive relief.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d). The amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and this is a class action where Plaintiff and class members are citizens of states different from Dollar.

14. This Court has personal jurisdiction over Dollar because it conducts substantial business in Florida.

15. Venue is proper in this District under 28 U.S.C. § 1391 because Dollar does

³ \$0.06 per toll x 4,000 tolls/month = \$240; 8% of \$4000/gross toll amount = \$320. Total: \$320 + \$240= \$560.

business in this District, resides in this District, conducts substantial business in this District, and a substantial part of the events giving rise to Plaintiff's claims occurred in or emanated from this District.

PARTIES

16. Plaintiff, Marshall Maor, is a New York resident who rented a Dollar car in Florida and paid administration fees to Dollar.

17. Defendant Dollar Thrifty Automotive Group, Inc. (d/b/a/ Dollar Rent A Car) is a corporation organized and existing under Delaware law, has its principal place of business in Tulsa, Oklahoma, and conducts extensive business throughout Florida, including in this District. Dollar has 32 car rental locations in Florida, with its highest number of locations effectuating the scheme described in this Complaint located in this District.

18. Defendant Dollar Rent A Car, Inc. is a wholly owned subsidiary of Dollar Thrifty Automotive Group, Inc., is an Oklahoma corporation, and conducts extensive business throughout Florida, including in this District.

19. Defendant DTG Operations, Inc. is a wholly owned subsidiary of Dollar Thrifty Automotive Group, Inc., is an Oklahoma corporation, and conducts extensive business all over Florida, including in this District.

FACTUAL ALLEGATIONS

A. *The ETC industry*

20. ETC began in 1993 with the implementation of E-ZPass issued by New York State, which allowed motorists to bypass cash-toll lanes with a transponder and a registered account to debit the toll. ETC lanes improve speed and efficiency of traffic flow, save time, reduce congestion and pollution, and increase fuel economy. ETC also results in reduced

accident rates and improved safety because slow-and-go-traffic is reduced.

21. In the mid-1990s, ETC came to the forefront in toll collection with New York's adoption of the E-ZPass transponder system. This system allowed customers with an account (usually established by registering a credit card and a license-plate number) to obtain a transponder that signaled a receiver when their vehicle passed through a toll lane. The toll amount was then debited from customers' accounts. The toll was collected without the need to slow down and physically exchange cash, and traffic congestion was further reduced.

22. According to a 2007 study conducted by the Center for Transportation Research, entitled *Toll Collection Technology and Best Practices* ("ETC Study"), ETC is the preferred mechanism for toll collection. ETC lanes improve traffic flow, save drivers time, reduce congestion and pollution, and improve fuel economy. In addition, because fewer people are needed to operate an ETC system, overall costs per transaction are substantially lower. For example, the Oklahoma Turnpike, one of the first U.S. highways to use high-speed toll plazas, has seen a 90 percent reduction in collection costs on ETC lanes.

23. Given its overall benefits, ETC continues to expand. Many toll roads, bridges, and tunnels include ETC lanes. And with the advancement of ETC technology, many roadways have eliminated cash tolls altogether and now use ETC as their exclusive toll-collection method. According to the ETC Study, the ETC market is expected to experience double-digit growth from 2006–2016.

24. As a result of these benefits, in 1996, the U.S. Department of Transportation sought to implement ETC systems in the 75 largest metropolitan areas within 10 years. According to the USDOT, as of 2004, 62 of the United States' largest metropolitan areas had met this goal.

B. *Private firms' involvement in ETC*

25. In 2006, three private companies—Highway Toll Administration, ATS, and RTL—began developing strategies to capitalize on ETC.

26. RTL is a private company that provides ETC services. RTL promotes the use of its services as a revenue generator for its corporate clients, noting on its website under FAQ's that, "Rent A Toll electronic toll payment solutions provide many benefits for fleet managers, car rental companies and toll authorities, including: [g]eneration of incremental revenues."

27. Beginning in or before 2008, Dollar became RTL's major national rental-car-company customer.

28. Dollar's e-toll service electronically identifies Dollar vehicles as they travel through ETC sites. This is accomplished by various means depending on the vehicle's location.

29. Some transactions are captured and processed by recognizing license-plate numbers, others are captured through an electronic transponder device in the vehicle. Once the identification is made, the e-toll service receives data identifying the Dollar vehicle and the tolls incurred on specific dates. Dollar permits the company with whom it has partnered to equip Dollar's rental cars with ETC transponders (first, RTL, and since Dollar's acquisition by Hertz, ATS) containing its customers' personal identification and payment information, including their credit-card and debit-card information and the vehicles they rented.

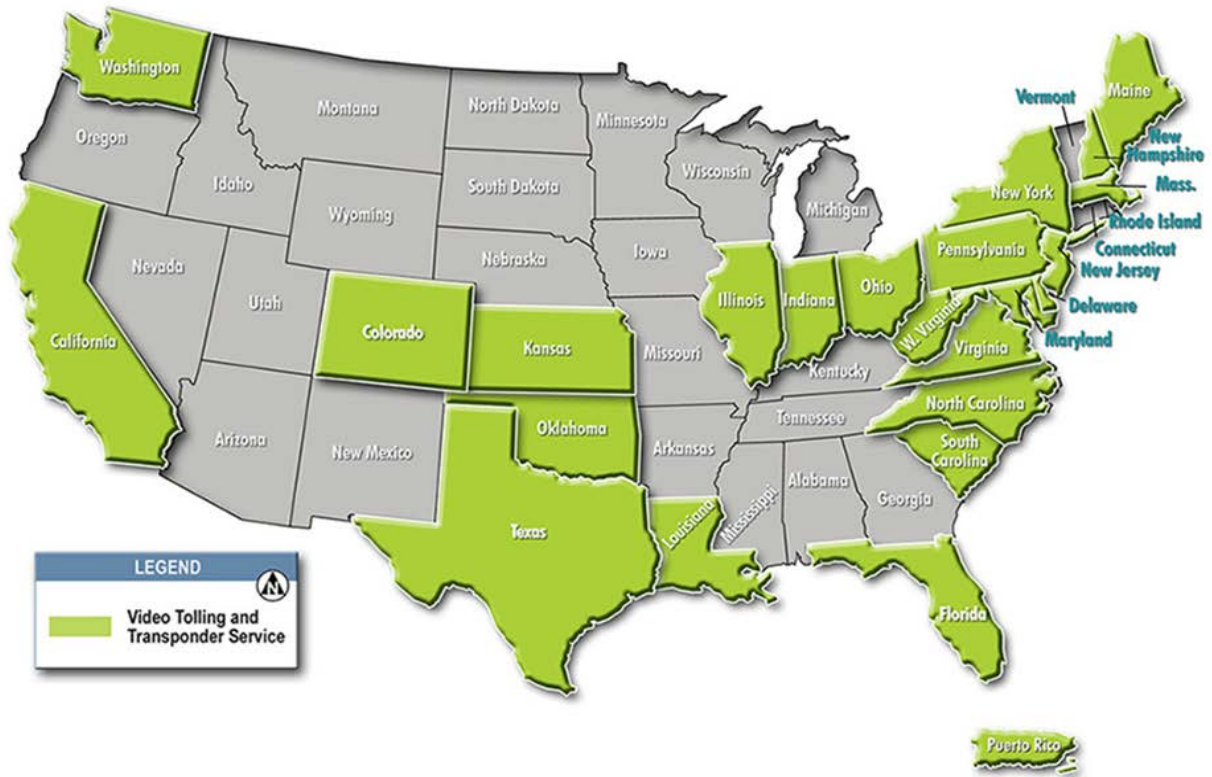
30. Dollar offers a toll Bypass option payment service where Dollar pays renters' tolls but charges renters a flat daily fee of between \$8 and \$21 per day (depending on the market) for the entire rental period, regardless of use. So if a customer rents a Dollar car for 10 days but travels on an ETC road only once, the overall cost to the customer of Dollar's service is an additional \$80 to \$210 (day rate x full rental period), even if the customer only incurred one

\$2.00 toll on one day.

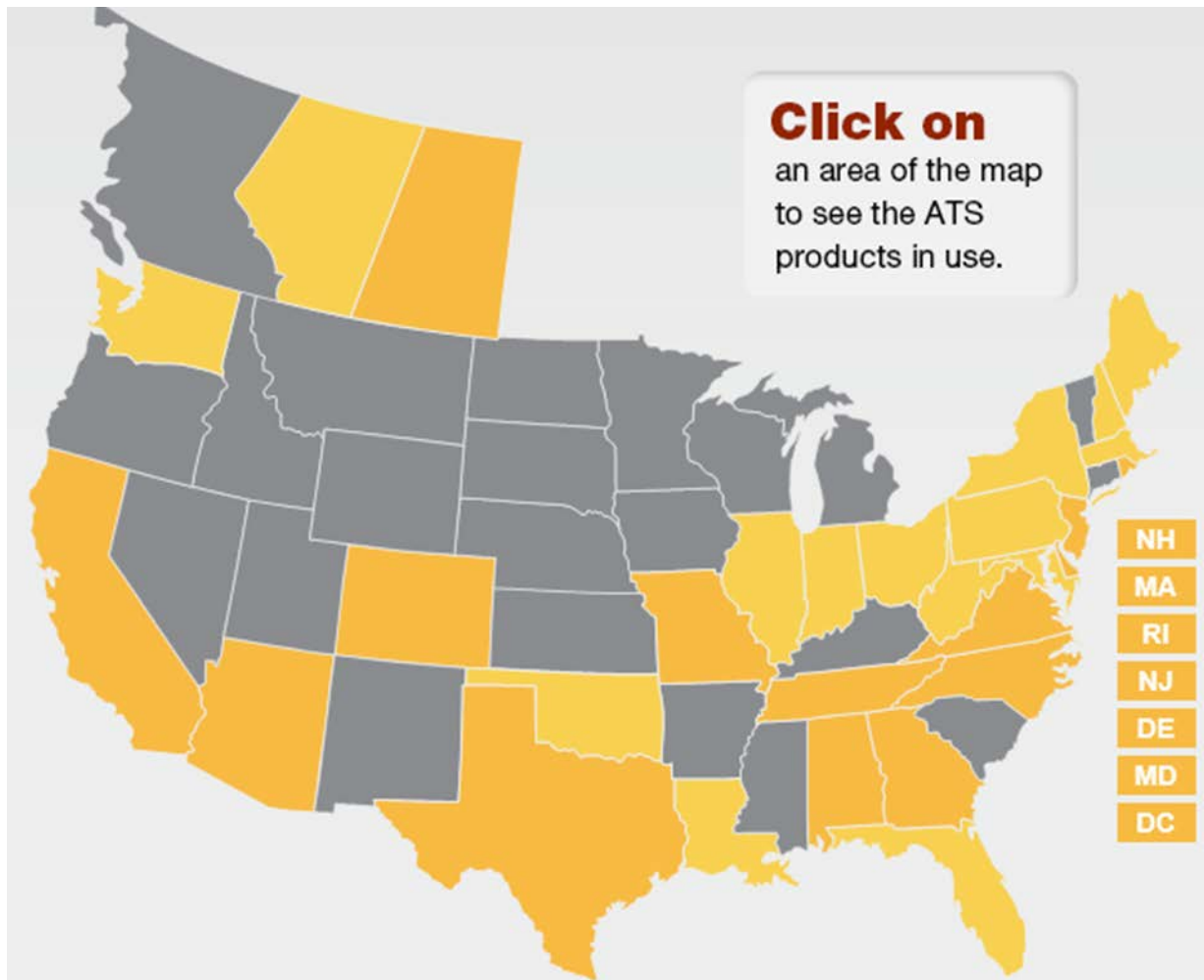
31. In or about November 2012, Hertz Global Holdings, Inc., the parent company of Hertz Rent a Car, acquired Dollar. Although Dollar operates as a separate entity from Hertz, sometime after that acquisition, Dollar switched its ETC contractor from RTL to ATS, the company that administers Hertz's ETC program. The misconduct that Plaintiff alleges in this Complaint remained the same throughout the time that Dollar contracted with RTL for its Pass24 service and with ATS for its PlatePassT service.

32. The following map depicts the states where RTL presently offers ETC services (and Plaintiff believes that Dollar's ETC service area was the same or substantially the same during the period that RTL was Dollar's ETC provider):

Rent A Toll® Operations Map



33. Considering Dollar's ETC service provider change from RTL to ATS, Plaintiff believes Dollar's ETC is now applied to the following service area:



34. Although Dollar's ETC vendor changed from RTL to ATS, Dollar's contract terms have not changed. Thus, regardless of Dollar's ETC vendor, at all times material hereto during which Dollar offered ETC service, Dollar misrepresented to its renters that its \$15 or \$25 per toll was a fee for administering Dollar's ETC program when only a very small fraction of this charge actually went toward administering Dollar's ETC program. Instead, the vast majority of this charge was a hidden fee to consumers, disguised as a legitimate fee for administering Dollar's ETC program.

C. *The magnitude of Dollar's administration fees and their lack of relationship to Dollar's actual ETC costs*

35. According to the Florida Turnpike Authority, ATS and RTL entered into "Marketing and Operations Agreement(s) for Rental Car Toll Collection Services" with Florida's Turnpike Enterprise (FTE) as service providers for national rental-car companies, including Dollar.

36. Under this agreement's terms, FTE charges service providers a video-toll-processing fee of \$0.06 for each video or image-based transaction paid from each service provider's prepaid account.⁴

37. Every month, FTE also charges each service provider's prepaid account an administration maintenance fee of 8% of the monthly gross amount of all tolls paid. So assuming Dollar rented 1,000 cars in a month and each car incurred 4 toll charges at \$1.00 per toll, the video-toll-processing fee would be \$560.⁵ But Dollar would presently collect \$60,000 from its customers (\$15 x 4,000 tolls), an additional \$59,440.00 or *107 times* more than what the FTE charges, demonstrating that Dollar's administration fee is *not* a pass-through charge (like legitimate port charges or sales tax) for the purpose of administering its ETC program but is rather a means for increasing Dollar's profits while misleading its customers concerning this charge's appropriateness.

38. Given the ETC program's low cost, it is not surprising that every other competitor (including Dollar's parent company, Hertz) charges only a fraction of Dollar's purported

⁴ Under the contract, each service provider is required to maintain a prepaid toll account with a required minimum account balance of 50% of the monthly average over the last six months of toll usage, adjusted quarterly. Like consumers with ETC accounts, the prepaid account is only drawn on to pay the tolls.

⁵ *See infra* n.3.

administration fee⁶ for the same service (often with the same service provider). As the following table shows, Dollar's charge per toll is over three times the per-day toll charge of every other car-rental company.⁷

RENTAL COMPANY	SERVICE PROVIDER	ADMINISTRATION FEE
Alamo	HTA	\$3.95 per usage day that customer incurs tolls (\$19.75 maximum fee per rental period)
Avis	e-Toll	\$3.95 charge per day (\$16.95 maximum per rental month)
Budget	e-Toll	\$3.95 charge per day (\$16.95 maximum per rental month)
Dollar/ Thrifty	ATS	\$15 per occurrence (Maximum charge of \$105 per rental period)
Enterprise	HTA	\$3.95 per usage day that customer incurs tolls (\$19.75 maximum fee per rental period)
Hertz	ATS	\$4.95 charge per day (\$24.95 maximum per rental month)

D. *Dollar's imposition of false and excessive administration charges on Plaintiff and class members*

39. Dollar has over 570 rental locations in 61 countries, including approximately 260 locations in the U.S. and Canada. Dollar has 32 car rental locations in Florida, with its highest number of locations effectuating the scheme described in this Complaint located in this District.

40. Dollar's car-rental customers execute uniform, standardized rental contracts that set out the rental agreements terms, charges, and conditions. Whether a customer's rental is achieved through Dollar's website, over the phone, or by other means, Dollar's uniform,

⁶ In fact, given the overall cost of the ETC programs, it would appear that *every* company might be overcharging its customers for administering its ETC program.

⁷ This chart was compiled from data presented at <https://www.sunpass.com/rentalcar>.

standardized rental contract explains that if renters “choose not to select the PlatePassT pre-paid tolling option and travel on one of these all-electronic toll roads, and do not have [their] own tolling device in the vehicle, the applicable toll will be paid for [them] and an administration fee of \$15.00 [formerly \$25] per occurrence with a maximum of \$105.00 will be charged.” But Dollar’s representation that its \$15 or \$25 per toll charge is an administration fee is fraudulent, unfair, and deceptive.

41. Dollar’s representation is also in breach of Dollar’s contracts with customers because despite Dollar’s description of this fee as intended to cover the administrative cost of Dollar’s ETC program, the vast majority of Dollar’s charge is *not* used for that purpose but is rather an undisclosed profit center that has no bearing on the administrative cost of Dollar’s ETC program. In this manner, Dollar’s representation that it is charging customers an administration fee is a breach of customers’ rental contracts.

42. In truth, most of the money that Dollar collects from customers as supposed administration fees is simply increased rental revenue.

43. By representing that its \$15 or \$25 per toll charge is an administration fee, when the administration cost of Dollar’s ETC program is not nearly that high, Dollar breached its contracts with its customers, defrauded them, and breached the covenant of good faith and fair dealing that it owes to its customers.

PLAINTIFF’S FACTS

44. On or about July 20, 2014, Marshall Maor reserved a rental vehicle from Dollar for pick-up in Florida.

45. On July 20, 2014, Maor arrived in Florida. Before leaving the airport, he visited the Dollar office to execute his rental contract. Maor was presented with and signed Dollar’s

uniform, standardized rental agreement. He then picked up his rental car, left the airport, and drove on Florida highways during which he passed through fully electronic toll booths.

46. On July 29, 2014, Maor returned his rental car to Dollar's rental location, as required by the contract he executed.

47. Shortly after returning home, he received a notice from Dollar Processing Center entitled "Dollar Rent A Car Toll Charge Notice." The notice indicated that on July 21, 2014, his rental car incurred a toll charge of \$1.37 on the Central Florida Expressway. The notice instructed that the toll charge was subject to Dollar's "administration fee" of \$15.00, for a total charge of \$16.37, and described Dollar's administration fee as follows:

Per your rental contract with Dollar Rent A Car, you are responsible for all fines, penalties, and processing fees related to any and all tolls and violations. **The toll amount plus a \$15 administrative fee per toll has been assessed. As a customer courtesy, your rental agreement will only incur a maximum of seven administrative fees.** (Emphasis in original)

48. When Dollar demands payment, it accompanies that demand with a one-page document entitled "FAQ-Frequently Asked Questions. The first question is "Why was I charged an administration fee?" The answer given is:

Per your rental agreement, an administration fee was charged **to cover the costs of processing your citation** on behalf of the Rental Car Company. Processing included either transferring liability of the citation out of the Rental Car Company's name into your name or paying the citation. The Issuing Authority generally dictates whether a payment or a Transfer of Liability is allowed for a particular citation. The benefit to you for transferring liability is that you retain due process and can contest your ticket with the Issuing Authority if you so choose. (Emphasis added).

49. Thus, for a toll of \$1.37, Plaintiff owed Dollar an extra \$15.00—over 10 times the amount of the toll—for his toll's "administration," even though the cost imposed by the FTE was only a fraction of Maor's \$1.37 toll.

50. On or about August 22, 2014, Plaintiff paid these charges via his credit card.

CLASS ACTION ALLEGATIONS

51. Plaintiff brings this action as a class action under Federal Rules of Civil Procedure 23(b)(2) and (b)(3) on behalf of himself and the following class:

All Dollar customers who rented (or will rent) Dollar vehicles for pick up in Florida and who paid (or will pay) Dollar's \$15 or \$25 per toll administration fee commencing January 1, 2008.

Excluded from Plaintiff's class are (a) Dollar and any entity in which Dollar has a controlling interest; (b) Dollar's employees, officers, directors, agents, representatives, and their family members; (c) class counsel, employees of class counsels' firms, and class counsels' immediate family members; and (d) the presiding judge, magistrate judge, their judicial staff and any of their immediate family members.

52. Plaintiff paid Dollar's \$15 per toll administration fee in connection with his vehicle rental, meaning he is a class member.

53. Plaintiff can identify and ascertain all other class members from Dollar's records. These records are computerized and are largely generated by online rentals. These records reflect which customers were charged Dollar's toll administration fee. Thus, Plaintiff's class is ascertainable.

54. Plaintiff does not know the exact size of the class because this information is in Dollar's exclusive control. But based on the nature of the commerce involved, Plaintiff believes the class members number in the thousands and that class members are dispersed throughout the U.S., including Florida. Therefore, joinder of all class members would be impracticable.

55. Plaintiff's claims are typical of other class members' claims because Plaintiff and all class members paid Dollar's \$15 or \$25 per toll administration fees.

56. Common legal or factual questions predominate within the class, including but not limited to:

- a. Whether Dollar's identical misstatement, misrepresentation, omission, or misconduct in its uniform, standardized contract with Plaintiff and class members concerning its \$15 or \$25 administration fees breached its contracts with Plaintiff and class members;
- b. Whether Dollar's misrepresentation concerning its administration fees violated Florida's consumer protection laws;
- c. Whether Dollar's misrepresentation concerning its administration fees breached the duty of good faith and fair dealing that Dollar owed Plaintiff and class members;
- d. Whether Dollar's conduct injured Plaintiff and class members;
- e. Whether as a result of Dollar's wrongdoing, Plaintiff and class members sustained damages and the proper amount of these damages; and
- f. Whether Dollar should be subject to an injunction for the protection of Plaintiff and class members.

57. Plaintiff will fairly and adequately represent and protect class members' interests, and he has no interests that conflict with or are antagonistic to class members' interests.

Moreover, Plaintiff's attorneys are experienced and competent in complex class action litigation.

58. Class certification is the superior procedural method for fairly and efficiently adjudicating Plaintiff's claims because:

- a. Common questions of law or fact predominate over any individual questions that exist within the class;
- b. Each class member's damage claim is too small to make individual litigation an economically viable possibility, and few class members likely have any interest in individually controlling the prosecution of separate actions;
- c. Class treatment is required for optimal deterrence and compensation and for determining any court awarded reasonable legal fees and expenses;
- d. Despite the relatively small size of each class member's claim, the aggregate volume of class members' claims—coupled with the economies of scale inherent in litigating similar claims on a common basis—will enable class counsel to litigate this case on a cost-effective basis; and
- e. Plaintiff anticipates no unusual difficulties in this class action's

management because all legal and factual questions are common to the class.

59. Class certification is appropriate under Federal Rule 23(b)(2) because Dollar has acted on grounds generally applicable to Plaintiff and the class members, all of whom are at imminent risk of irreparable harm by Dollar having charged, and continuing to charge, its illegal administration fee and all of whom are entitled, as a result, to an injunction preventing Dollar from continuing this behavior, as well as a declaration that establishes class members' rights and Dollar's duties with respect to Dollar's administration fee.

COUNT I
Breach of Contract Under Florida Law

60. Plaintiff realleges the preceding paragraphs as if fully set forth in this Count.

61. By Plaintiff renting a vehicle from Dollar (i.e., tendering payment in exchange for a vehicle), Plaintiff contracted with Dollar.

62. Dollar's contract with Plaintiff was standardized, and Dollar used this contract (or a substantially similar version, either noting a \$15 administration fee or a \$25 administration fee) with all class members.

63. Dollar's contract promised that its administration fee would be used "to cover the costs of processing [Plaintiff's] citation[s]" but that is not how Dollar used this fee. Rather, Dollar used this fee to secretly profit by charging Plaintiff multiples of Dollar's actual administrative fee to process his toll, instead of earmarking this fee for ETC administration, as Dollar's contract promised. By falsely describing the nature of this charge and by charging Plaintiff in the manner described herein, Dollar breached its contract with Plaintiff.

64. As a result of Dollar's breach, Plaintiff paid more to Dollar than he should have paid for his administrative fee. In this manner, Dollar's breach of contract proximately caused

Plaintiff's actual damages.

COUNT II
Violation of the Florida Deceptive and Unfair Trade Practices Act,
Fla. Stat. § 501.201 *et seq.*

65. Plaintiff realleges the preceding paragraphs as if fully set forth in this Count.

66. Dollar's vehicle rental to Plaintiff constituted trade or commerce under Fla. Stat. § 501.203(8).

67. By misrepresenting the true nature and purpose of its administration fees (i.e., by falsely claiming that Dollar's \$15 per toll charges were for administering its ETC program and were for the purpose of "cover[ing] the costs of processing [customers'] citation[s] on behalf of the Rental Car Company" when they were not), Dollar committed an unconscionable act or practice or deceptive act or unfair practice in the conduct of trade or commerce under Fla. Stat. § 501.204, which unconscionable act or practice or deceptive act or unfair practice in the conduct of trade or commerce would likely have deceived a reasonable person under the same circumstances as Plaintiff.

68. Dollar's deception misled Plaintiff and other reasonable consumers to their detriment.

69. As a result of Dollar's unconscionable act or practice or Dollar's deceptive act or unfair practice in the conduct of trade or commerce—which unconscionable act or practice or deceptive act or unfair practice in the conduct of trade or commerce was substantial, was not outweighed by any countervailing benefits to consumers, and injured Plaintiff and consumers in a manner that they could not reasonably avoid—Plaintiff paid more to Dollar than he should have paid for his administration fee. In this manner, Dollar's unconscionable act or practice or deceptive act or unfair practice in the conduct of trade or commerce proximately caused

Plaintiff's actual damages.

COUNT III

Breach of the Implied Covenant of Good Faith and Fair Dealing Under Florida Law

70. Plaintiff realleges the preceding paragraphs as if fully set forth in this Count.

71. The contract formed between Dollar and Plaintiff was subject to an implied covenant that Dollar would conduct its business with Plaintiff in good faith and would fairly deal with him.

72. Dollar breached this implied covenant by charging Plaintiff administration fees that were not "charged to cover the costs of processing [his] citation[s] on behalf of the Rental Car Company," thus misrepresenting these administration fees' true purpose.

73. Plaintiff has been damaged as a direct and proximate result of Dollar's breach of its implied covenant of good faith and fair dealing.

PRAYER FOR RELIEF

On behalf of himself and the class, Plaintiff requests the following relief:

- A. An order certifying this action as a class action, appointing Plaintiff as class representative, and appointing his attorneys as class counsel;
- B. Under Count I, an order awarding damages related to Dollar's breach of contract;
- C. Under Count II, an order awarding damages, attorneys' fees, and costs under Fla. Stat. § 501.2105 and Fla. Stat. § 501.211, as well as injunctive and declaratory relief under Fla. Stat. § 501.211;
- D. Under Count III, an order awarding damages related to Dollar's breach of the implied covenant of good faith and fair dealing.
- E. Any other relief that this Court deems appropriate and just under the circumstances.

JURY TRIAL DEMAND

Plaintiff hereby demands trial by jury of all issues triable in this case.

Dated: August 6, 2015

Respectfully submitted,

s/Tod Aronovitz

Tod Aronovitz

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JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS MARSHALL MAOR, individually and on behalf of all other similarly situated, (b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorneys (Firm Name, Address, and Telephone Number) See attached.	DEFENDANTS DOLLAR THRIFTY AUTOMOTIVE GROUP, INC. (d/b/a DOLLAR RENT A CAR), DOLLAR RENTA A CAR, INC., and DTG OPERATIONS, INC., County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)
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II. BASIS OF JURISDICTION (Place an "X" in One Box Only) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 10%; text-align: center;">PTF</td> <td style="width: 10%; text-align: center;">DEF</td> <td style="width: 33%;"></td> <td style="width: 10%; text-align: center;">PTF</td> <td style="width: 10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only)					
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	IMMIGRATION	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 28 U.S.C. § 1332(d)

Brief description of cause:
 Class Action case alleging breach of contract and FDUPTA

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE: 08/06/2015 SIGNATURE OF ATTORNEY OF RECORD: /s/ Tod Aronovitz

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Maor vs. Dollar Thrifty Automotive Group, et al.

Attorneys for Plaintiff and the Class:

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bhollowell@karonllc.com

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

MARSHALL MAOR, individually and on behalf of all
others similarly situated,

Plaintiff(s)

v.

DOLLAR THRIFTY AUTOMOTIVE GROUP, INC.
(d/b/a DOLLAR RENT A CAR), DOLLAR RENT A
CAR, INC., and DTG OPERATIONS, INC.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

DOLLAR THRIFTY AUTOMOTIVE GROUP, INC. (d/b/a DOLLAR RENT A CAR)
By Serving Registered Agent: C T Corporation System
1200 South Pine Island Road
Plantation, FL 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

SEE ATTACHED

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Maor vs. Dollar Thrifty Automotive Group, et al.

Attorneys for Plaintiff and the Class:

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Plaintiff(s)

v.

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(d/b/a DOLLAR RENT A CAR), DOLLAR RENT A
CAR, INC., and DTG OPERATIONS, INC.,

Defendant(s)

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CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Maor vs. Dollar Thrifty Automotive Group, et al.

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

DTG OPERATIONS, INC.
By Serving Registered Agent: C T Corporation System
1200 South Pine Island Road
Plantation, FL 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

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Attorneys for Plaintiff and the Class:

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