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14 **UNITED STATES DISTRICT COURT**  
 15 **NORTHERN DISTRICT OF CALIFORNIA**

16 SANDRA McKINNON and KRISTEN  
 17 TOOL, individually and on behalf of all  
 others similarly situated,

18 Plaintiffs,

19 MELINDA BASKER, CHANH TRAN,  
 20 ROGER TIEN and JAIME GAVILAN  
 CABELLO, individually and on behalf of all  
 others similarly situated,

21 Plaintiff-Intervenors,

22 v.

23 DOLLAR THRIFTY AUTOMOTIVE  
 24 GROUP, INC. d/b/a DOLLAR RENT A  
 CAR; DOLLAR RENT A CAR, INC.;  
 25 DTG OPERATIONS, INC. d/b/a DOLLAR  
 RENT A CAR; and  
 26 DOES 1-10, inclusive,

27 Defendants.

Case No. 12-cv-04457-YGR

**CLASS ACTION**

FIFTH AMENDED CLASS ACTION  
 COMPLAINT FOR VIOLATION OF:

- 1) Calif. Bus. & Prof. Code § 17200, *et seq.* – Unlawful Business Acts and Practices;
- 2) Calif. Bus. & Prof. Code § 17200, *et seq.* – Unfair Business Acts and Practices;
- 3) Calif. Bus. & Prof. Code § 17200, *et seq.* – Fraudulent Business Act and Practices;
- 4) Calif. Civ. Code § 1750, *et seq.* – Consumers Legal Remedies Act;
- 5) Violation of Okla. Stat. 15 § 751, *et seq.* – Oklahoma Consumer Protection Act;
- 6) Breach of Agreements and Breach of the Covenant of Good Faith and Fair Dealing;
- 7) Declaratory Relief; and
- 8) Unjust Enrichment

**JURY TRIAL DEMANDED**

1 Plaintiffs Sandra McKinnon, Kristen Tool, Melinda Basker, Chanh Tran, Roger Tien  
2 and Jaime Gavilan Cabello (collectively, “Plaintiffs”), by and through their undersigned  
3 counsel, file this Fifth Amended Class Action Complaint for violation of the laws stated herein  
4 as applicable on behalf of themselves and all other consumers similarly situated who fall within  
5 the definition of the Class as set forth below, against Dollar Thrifty Automotive Group, Inc.  
6 d/b/a Dollar Rent A Car, Dollar Rent A Car, Inc., DTG Operations, Inc. d/b/a Dollar Rent A  
7 Car, and DOES 1-10, inclusive (collectively referred to herein as “Dollar” or “Defendants”).  
8 DTG Operations Inc. is now wholly-owned by Hertz Global Holdings, Inc. Plaintiffs hereby  
9 allege as follows on information and belief except for information identified as being based on  
10 personal knowledge, which allegations are likely to have evidentiary support after a reasonable  
11 opportunity for further investigation and discovery:

12 **JURISDICTION AND VENUE**

13 1. This Court has jurisdiction over all causes of action asserted herein pursuant to  
14 28 U.S.C. § 1332(d), because the aggregate claims of the proposed Class (defined below)  
15 exceed the sum or value of \$5,000,000, and there is diversity of citizenship between proposed  
16 Class members and Dollar.

17 2. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(a)(1) & (2).  
18 Substantial acts in furtherance of the alleged improper conduct occurred within this District.  
19 Defendants engage in business and transactions in this District, and Plaintiffs and other Class  
20 members signed up for Dollar’s services in this District, took delivery of vehicles in this  
21 District, and/or reside in this District.

22 **THE PARTIES**

23 3. On personal knowledge, Plaintiff Sandra McKinnon is an individual consumer  
24 who, at all times material hereto, was a resident of San Ramon, California. As detailed below  
25 she signed up for Dollar’s services in this District utilizing, either directly or indirectly, the  
26 interactive website operated by Dollar nationwide and in this District containing advertisements  
27 for its products and services. She is over 65 years old and thus subject to the senior citizen  
28 provisions of California law.

1           4.       On personal knowledge, Plaintiff Kristen Tool is an individual consumer who, at  
2 all times material hereto, was a resident of Lanesborough, Massachusetts. As detailed below  
3 she rented a Dollar vehicle and took delivery of the vehicle in this District, and was subjected to  
4 the illegal practices at issue in this District by being charged fees for unordered and unwanted  
5 service add-on charges.

6           5.       On personal knowledge, Plaintiff-Intervenor Melinda Basker is an individual  
7 consumer who, at all times material hereto, was a resident of San Francisco, California. As  
8 detailed below she rented a Dollar vehicle in this District and took delivery of the vehicle in San  
9 Diego, California, and was subjected to the illegal practices at issue in this District by being  
10 charged fees for unwanted LDW add-on charges.

11           6.       On personal knowledge, Plaintiff-Intervenor Chanh Tran is an individual  
12 consumer who, at all times material hereto, was a resident of San Diego, California. As detailed  
13 below he reserved a Dollar rental vehicle in California through Dollar's advertising on-line  
14 reservation system, and was subjected to the illegal practices at issue in this District by being  
15 charged fees for unwanted LDW add-on charges.

16           7.       On personal knowledge, Plaintiff-Intervenor Roger Tien is an individual  
17 consumer who, at all times material hereto, was a resident of Anaheim, California. As detailed  
18 below he rented a Dollar vehicle on-line and later took delivery of the vehicle in Los Angeles,  
19 California, and was subjected to the illegal practices at issue.

20           8.       On personal knowledge, Plaintiff-Intervenor Jaime Gavilan Cabello is an  
21 individual consumer who, at all times material hereto, was a resident of Woodland Hills,  
22 California. As detailed below he rented a Dollar vehicle on-line and took delivery of the vehicle  
23 in Los Angeles, California, and was subjected to the illegal practices at issue.

24           9.       Defendant Dollar Thrifty Automotive Group, Inc. d/b/a/ Dollar Rent A Car is  
25 organized and existing under the laws of the State of Delaware, with its principal place of  
26 business located in Tulsa, Oklahoma. Defendant is now wholly owned by Hertz Global  
27 Holdings, Inc. For the purposes of diversity jurisdiction, Dollar may be considered a "citizen"  
28 of either Delaware or Oklahoma. At all times relevant hereto, Dollar was and is doing business

1 within this District either directly or indirectly through the use of its car rental services in this  
2 District at, *inter alia*, the Oakland-Alameda International Airport and the San Francisco  
3 International Airport, as well as through its operation of its promotional interactive website  
4 (<http://www.dollar.com>) that on the front page represents “Home of Our Lowest Rates  
5 Guaranteed.” This interactive website permits consumers to obtain rates and enter into  
6 agreements to rent vehicles from Dollar and thereby engage in transactions in this District.

7       10. Defendant Dollar Rent A Car, Inc., a wholly-owned subsidiary of Dollar Thrifty  
8 Automotive Group, Inc., is organized and existing under the laws of the State of Oklahoma, with  
9 its principal place of business located in Tulsa, Oklahoma. For the purposes of diversity  
10 jurisdiction, Dollar may be considered a “citizen” of Oklahoma. At all times relevant hereto,  
11 Dollar was and is doing business within this District either directly or indirectly through the use  
12 of its car rental services in this District through its Dollar and Thrifty offices located at, *inter*  
13 *alia*, the Oakland-Alameda International Airport and the San Francisco International Airport, as  
14 well as through its operation of its promotional interactive website (<http://www.dollar.com>) that  
15 on the front page represents “Home of Our Lowest Rates Guaranteed.” This interactive website  
16 permits consumers to obtain rates and enter into agreements to rent vehicles from Dollar and  
17 thereby engage in transactions in this District.

18       11. Defendant DTG Operations, Inc. d/b/a Dollar Rent A Car, a wholly-owned  
19 subsidiary of Dollar Thrifty Automotive Group, Inc., is organized and existing under the laws of  
20 the State of Oklahoma, with its principal place of business located in Tulsa, Oklahoma. For the  
21 purposes of diversity jurisdiction, Dollar may be considered a “citizen” of Oklahoma. At all  
22 times relevant hereto, Dollar was and is doing business within this District either directly or  
23 indirectly through the sale of its car rental services in this District through its Dollar and Thrifty  
24 offices located at, *inter alia*, the Oakland-Alameda International Airport and the San Francisco  
25 International Airport, as well as through its operation of its promotional interactive website  
26 (<http://www.dollar.com>) that on the front page represents “Home of Our Lowest Rates  
27 Guaranteed.” This interactive website permits consumers to obtain rates and enter into  
28 agreements to rent vehicles from Dollar and thereby engage in transactions in this District.

1           12.     DOES 1-10 are individuals, associations or corporations that are affiliated or  
2 related to Defendants Dollar Thrifty Automotive Group, Inc. d/b/a/ Dollar Rent A Car, Dollar  
3 Rent A Car, Inc. or DTG Operations Inc. d/b/a Dollar Rent A Car and will be specifically  
4 identified and named as discovery progresses and their roles in the wrongdoing at issue is  
5 revealed.

6           13.     At all times mentioned in the Causes of Action alleged herein, each and every  
7 Defendant was an agent, representative, affiliate, or employee of each and every other  
8 Defendant, and in doing the things alleged in the Causes of Action stated herein, each and every  
9 Defendant was acting within the course and scope of such agency, representation, affiliation, or  
10 employment and was acting with the consent, permission and authorization of the other  
11 Defendants. Each Defendant actively cooperated in the scheme herein at issue and aided and  
12 abetted the commission of the wrongs at issue herein, as during the relevant time period  
13 Defendants agreed to misrepresent or not disclose to the Class members the material facts at  
14 issue herein and/or not to notify Class members about the scope and nature of the illegal business  
15 practices as detailed herein. They thus engaged in a conspiracy and aided and abetted such  
16 conduct, which resulted in injury in fact to members of the Class, and which conspiracy is still  
17 on-going. All actions of each Defendant, as alleged in the Causes of Action stated herein, were  
18 ratified and approved by the other Defendants or their respective directors, officers and/or  
19 managing agents, as appropriate for the particular time period alleged herein.

20           14.     At all times herein mentioned, the employees of Defendants, their subsidiaries,  
21 affiliates and other related entities or franchisees, were the agents, servants and employees of  
22 Defendants, and at all times herein mentioned, each was acting within the purpose and scope of  
23 said agency and employment, and pursuant to Defendants' training and directives. Whenever  
24 reference in this Complaint is made to any act or transaction of Defendants, such allegations  
25 shall be deemed to mean that the principals, officers, directors, employees, agents, and/or  
26 representatives of Defendants committed, knew of, performed, authorized, ratified and/or  
27 directed such act or transaction on behalf of Defendants while actively engaged in the scope of  
28 their duties.

1 **FACTUAL ALLEGATIONS**

2 15. As set forth below, Dollar has organized a scheme to defraud consumers so as to  
3 increase revenues. The scam is simple – the company tricks consumers into buying insurance  
4 and other services they did not want by either signing up customers for collision damage waiver  
5 (“CDW” or “LDW”), car insurance and other added services they declined or were charged for  
6 without proper consent and/or by misleading the customers into signing up for such services,  
7 contrary to their initial agreements. The scheme allows Dollar to cheat consumers out of  
8 millions of dollars. Consumers now demand their money back.

9 16. Over at least the last four years Dollar has implemented a systematic program  
10 nationwide through which its employees and agents illegally dupe customers into signing up for  
11 LDW, car insurance and other added services that consumers do not want and/or have  
12 specifically declined. This is not an isolated incident with one consumer, but rather a systematic  
13 pattern of conduct that has occurred at a significant number of Dollar locations located  
14 throughout the United States, and which has been reported to Dollar at its corporate  
15 headquarters. This practice has allowed Dollar and its employees to pocket millions in fees at  
16 little or no cost to themselves, but at the direct expense of victimized consumers, including  
17 Plaintiffs. In California the scheme has been undertaken in wholesale violation of California  
18 consumer protection statutes specifically enacted to protect renters from such practices.  
19 California Civ. Code § 1936 and § 1936.01 (to the extent applicable) contains specific provisions  
20 that mandate car rental companies such as Dollar provide clear and conspicuous statements in  
21 advertisements, agreements and posted notices that warn consumers the “protections” promoted  
22 by car rental companies such as Dollar as an option may be duplicative of coverage that the  
23 renter already has. Likewise, the statute mandates the car rental agents orally disclose to each  
24 renter “that the damage waiver may be duplicative of coverage that the customer maintains under  
25 his or her own policy of motor vehicle insurance.” Consumers are not provided these oral  
26 disclosures. In California, Dollar has consistently ignored these provisions of California Civ.  
27 Code § 1936, thus allowing its agents and employees to victimize consumers and resulting in a  
28 loss of money or property to such consumers.

1           17.     On personal knowledge, Plaintiff Sandra McKinnon, at her home in San Ramon,  
2 California on or about February 1, 2012, caused to be made an airline reservation with Southwest  
3 Airlines through its website. Part of the options made available on that website is a link to an on-  
4 line reservation option for renting a car from Dollar. This link directs consumers to Dollar's  
5 website (www.dollar.com) that accesses Dollar's reservation system and includes advertisements  
6 for Dollar's car rental services. A true and correct copy of an example of the relevant Dollar  
7 promotional advertising website pages, which include statements directed at the public and is  
8 intended to induce members of the public to rent vehicles from Defendants, is attached hereto as  
9 Ex. 1 and incorporated herein by reference. Using this link, Ms. McKinnon caused to be made a  
10 Dollar car reservation for Tulsa, Oklahoma for use of a vehicle between March 29 and April 13,  
11 2012. Through this website Dollar offered her a daily rate, which Dollar represented included  
12 "approximate taxes and fees", vaguely stated additional taxes, surcharges or fees "may" apply,  
13 and supposedly listed all applicable terms and conditions. Consumers such as Ms. McKinnon  
14 then accepted this offer, creating an agreement, by providing personal information and a credit  
15 card to Dollar to confirm the reservation, and then by clicking "purchase" to complete the  
16 transaction. Ms. McKinnon received a confirmation number from Dollar and a statement at that  
17 time representing and confirming that the fees that would be charged to her credit card would be  
18 \$315.81 for car rental charges and \$160.46 in taxes and fees, for a total charge of \$476.27.  
19 Ms. McKinnon caused to be provided to Dollar her personal, confidential credit card information  
20 to confirm this Dollar car rental for \$476.27 for this 15-day period. A true and correct copy of  
21 the transaction confirmation and agreement Dollar sent Ms. McKinnon is attached hereto as Ex.  
22 2 and is incorporated herein by reference. Dollar's advertising, representations and agreements  
23 misrepresented and did not disclose that, even though the reservation was confirmed using a  
24 credit card type that Dollar reasonably should have known already provided such coverage,  
25 Dollar would still charge her (and others) for LDW and/or other add-ons here at issue above and  
26 beyond the confirmed amounts. As Ms. McKinnon had previously confirmed the type of credit  
27 card used to complete the transaction already provided insurance coverage for rental car damage  
28 or loss, as did her existing car insurance coverage, she did not want or properly consent to such

1 charges. Yet, nothing in Dollar's on-line reservation and confirmation process gives consumers  
2 any indication of the amount of such add-on charges or the conditions under which they would  
3 be imposed based on the vendor terms and conditions she and others were provided, nor did  
4 Dollar's reservation and confirmation process provide any of the disclosures required by  
5 California law. Thus, the initial agreement for this car rental and the amount she and other  
6 California consumers would be charged, and the making thereof, occurred in California.  
7 Ms. McKinnon (and others in similar situations) was harmed at the moment Dollar made these  
8 representations and omitted material facts and sent this misrepresented on-line statement and  
9 agreement of the amount Dollar would charge that did not include, and expressly misrepresented,  
10 the charges Defendants ultimately would impose. By making such claims as to the amounts she  
11 would be charged and not disclosing the material facts detailed herein, and not making the  
12 disclosures required by California law, Dollar engaged in injurious and misleading activity in  
13 California at the time it made this agreement with Ms. McKinnon, being the "bait" in the "bait  
14 and switch" program engaged in by Dollar. Furthermore, Ms. McKinnon ultimately was  
15 required to pay the imposed charges out of her personal bank account in California, and thus lost  
16 money or property here.

17 18. Ms. McKinnon visited the Dollar facility at the Tulsa airport to pick up her car on  
18 March 29, 2012. At the facility, the Dollar sales agent she spoke with tried to up-sell  
19 Ms. McKinnon a variety of LDW, insurance and other options during the limited time of the  
20 transaction. She declined all of these offers, telling the Dollar sales agent she was covered by  
21 both her own existing insurance and her credit card. She then signed an electronic signature pad  
22 and had initialed the areas the employee indicated to her were to be checked to decline the Dollar  
23 add-ons, reasonably acting in positive response to such statements and omissions of material  
24 fact. This entire process took less than a minute, with no time being given to actually read the  
25 electronic pad screens, which are already dark and hard to read. At no time did the Dollar agent  
26 give her a written copy of all the terms that appeared on the dimly lit screen. At no time did the  
27 Dollar employee or agent go over the proposed total charges with her, nor was she told they were  
28 different than the amount she previously was quoted and agreed to pay, nor was she timely



1 provided full knowledge of all the relevant facts. After doing as directed by the sales agent,  
2 Ms. McKinnon was handed a folded up copy of a vehicle rental contract with a receipt and  
3 documentation already inside the Dollar folder so she could not see if there were any added  
4 charges. The material that was provided her regarding the added fees was printed in tiny font  
5 with faded ink, thus making it difficult for anyone who actually would have seen it to discern the  
6 terms. She then was directed to a vehicle rental.

7         19. Ms. McKinnon performed all conditions under her agreement. She returned the  
8 car to Dollar on April 13, 2012, with the gas tank full. At that time, for the first time Dollar  
9 claimed to her she had actually been charged, in addition to the original \$315.81 in car rental  
10 charges, \$268.66 in taxes and fees – an additional \$108.20 more than Dollar originally agreed  
11 and represented would be due and owing from her for taxes and fees for this rental. In addition,  
12 Dollar also claimed Ms. McKinnon had “accepted” and was being charged an additional \$359.85  
13 for LDW at the rate of approximately \$23.95 per day. The total rental rate for her vehicle  
14 equated to \$21.06 per day for the 15-day rental period. Thus, this optional charge was *greater*  
15 *than* the base rental cost of the vehicle. Yet the amount of such charges are not listed anywhere  
16 on Dollar’s promotional website, or on the confirmation agreement. While Dollar had initially  
17 represented to Ms. McKinnon in California through its website that she would be charged  
18 \$476.27 for rental rate, taxes and fees, in fact she was charged \$944.52 – almost double the  
19 original agreement Dollar entered into and sent to her in California as to the amount she would  
20 be charged for this rental. She immediately complained and demanded to see a manager, who  
21 would not come to meet her. When Ms. McKinnon complained that she had declined the  
22 optional LDW as she already had such coverage, as well as any other add-ons imposed, and that  
23 she definitely had not signed any acceptance of additional items contradicting the original  
24 agreement, she was told by the Dollar employee she spoke with there was nothing Dollar could  
25 do. Finally, the Dollar employee she dealt with admitted to her: “They never give the money  
26 back. You are not going to get your money back”. As she (as do all other returning customers)  
27 had to catch a flight, she had no choice but to charge the amount on her credit card. Her contacts  
28 with Dollar customer service to resolve this issue were futile. On June 6, 2012 she sent a written

1 demand by certified mail to Dollar demanding a return of all monies unlawfully taken from her  
2 and all other similarly situated persons. Dollar has failed to provide any substantive relief in  
3 response to this letter, necessitating this action. A true and correct copy of Dollar's rejection  
4 letter is attached hereto as Ex. 3 and incorporated herein by reference.

5         20. On personal knowledge, on or about July 10, 2012, Plaintiff Kristen Tool caused  
6 to be made a pre-paid on-line reservation with Dollar to arrange for her to pick up a rental car at  
7 the Dollar location at the San Francisco International Airport, creating an agreement to rent a  
8 vehicle for an agreed-to period at an agreed-to rate at that time. On August 31, 2012, when Ms.  
9 Tool went to pick up the car, she was asked by a Dollar employee to provide her credit card for  
10 any charges. The Dollar clerk also asked Ms. Tool if she wanted additional insurance or other  
11 options. Ms. Tool responded she did not want any additional insurance or other options and  
12 declined all such options. The clerk then asked her to sign the signature pad to obtain the car and  
13 told Ms. Tool to check the boxes in order to decline all options. As with Ms. McKinnon, this  
14 entire process took less than a minute, and the electronic pad was dark and hard to read.  
15 Reasonably acting in positive response to such statements and omissions of material fact, the  
16 boxes were clicked where she was told. She was not timely provided full knowledge of all the  
17 relevant facts or the disclosures mandated by California Civ. Code § 1936 in the manner set forth  
18 as detailed below. During this entire process, she received no advance copy of any Dollar  
19 contract or folder; she saw no sign at the rental counter about the limitations or duplicative nature  
20 of any LDW coverage; and she received no oral disclosures about the limitations of any LDW  
21 coverage. After checking and signing as directed by the sales agent, Ms. Tool was handed a  
22 folded up copy of a vehicle rental contract with a receipt and documentation inside a Dollar  
23 folder so she could not see the added charges. She then was directed where to go pick up her  
24 rental vehicle.

25         21. Ms. Tool performed all conditions of her agreement. Ms. Tool returned the car to  
26 Dollar on September 9, 2012 with the gas tank full. Ms. Tool later that month received her credit  
27 card bill and found that her credit card had been charged \$231.80 by Dollar. Initially she  
28 believed she had been double charged for her pre-paid reservation and contacted Dollar to

1 inquire why. After she was told by Dollar representatives she had been charged for various types  
2 of insurance add-ons that she had specifically declined, in late September 2012 she asked for a  
3 refund from Dollar through her credit card company. Dollar responded that because their  
4 records showed she had signed up for such add-ons they would not provide any refund to her.  
5 Dollar refused her any refund, telling her credit card company in writing on or about October 3,  
6 2012 that “customer is fully aware of this charge”, which was untrue. She formally disputed the  
7 charges with her credit card company in writing on or about October 9, 2012, and received  
8 Dollar’s response to the credit card company on or about October 15, 2013. She also has sent  
9 written demands to Dollar under the Consumers Legal Remedies Act on or about January 13,  
10 2013 and March 10, 2013. On or about March 26, 2013, she received a written response from  
11 Dollar stating that as a plaintiff in this lawsuit her allegations would be addressed “as part of that  
12 process,” and refusing in that letter to provide any compensation to either her or any other  
13 similarly situated consumers. She has since been informed by her credit card company that she  
14 would be obtaining at least a partial refund, contrary to Dollar’s prior claims, but with no further  
15 explanation, and not with any interest thereon.

16       22. On personal knowledge, on February 8, 2014, Melinda Basker made an online  
17 reservation to rent a car from Defendants at its Dollar location in San Diego, California for July  
18 18, 2014. She was quoted a rate of \$21.87 per day to rent the vehicle from Dollar for four days,  
19 which she accepted (Breakdown: Rate: \$21.87/day for a total of: \$137.81; Base: \$87.93 taxes  
20 and fees: \$49.88). Ms. Basker’s reservation number was M6807930.

21       23. At no time during the process of making my reservation was Ms. Basker provided  
22 an LDW rate, nor was there any disclosure during the course of that reservation provided to her  
23 where she was advised to review her existing automobile insurance or credit card coverage to  
24 determine if any LDW coverage might be duplicative of my existing coverage.

25       24. On July 18, 2014, Ms. Basker went to the Dollar location at 2499 Pacific  
26 Highway, San Diego, California 92101 and picked up the car she had reserved, which she used  
27 for the allotted four days. She did not see any signage in the San Diego Dollar car rental pickup  
28 location regarding LDW, received no “Peace of Mind” or similar pamphlet, nor saw any place

1 mat that warned her that LDW was optional and that it could duplicate her own auto insurance or  
2 LDW coverage provided by her credit card.

3 25. Ms. Basker did not want to order any LDW, any insurance option, or Roadside  
4 Assistance.

5 26. On July 18, 2014, after waiting an extremely long time for the Dollar car rental  
6 shuttle and unable to get on one due to how full they were, Ms. Basker had to hire a cab to get to  
7 the Dollar rental office. Once there, the Dollar sales agent attempted to talk her out of renting  
8 car she had reserved, saying it would not be big enough. Ms. Basker declined paying for an  
9 upgrade. Then he went over the terms of the rental. As he was doing so, Ms. Basker made it  
10 clear she wanted no optional coverages because she had her own insurance. The agent had her  
11 click on and sign some screens, which she understood was an acknowledgment that she was not  
12 accepting any insurance for the car and was waiving any insurance or additional charges.

13 27. Ms. Basker performed all conditions of her agreement. It was not until Ms.  
14 Basker got home after returning the car that she saw that Dollar had charged her for LDW (\$9 a  
15 day for 4 days = \$36.00). This was contrary to what she told the agent and contrary to her  
16 wishes and understanding as to what she was “waiving” by clicking where the representative  
17 indicated.

18 28. In the end, Ms. Basker was charged \$167.07 for this rental, of which she received  
19 a credit of \$15.00 -- the price of the cab fare to the rental office, not for any LDW payment she  
20 made.

21 29. Ms. Basker would likely not have rented a car from Dollar Rent A Car and would  
22 have declined such charges if she had known they were engaging in such deceptive conduct or if  
23 she had received timely disclosures. If she had been aware that she would be charged almost  
24 \$10.00 a day more for something she did not want, she would have likely rented from a different  
25 car rental company.

26 30. On personal knowledge, in November, 2013, Mr. Tran made an online reservation  
27 to rent a car from Dollar Rent A Car (“Dollar”) in Minneapolis/St. Paul, Minnesota. He was

28 ///

1 quoted a rate of \$25.36 per day for two days to rent a vehicle from Dollar, which he accepted.  
2 Mr. Tran's reservation number was QP0356576.

3 31. At no time during the process of making his reservation on-line and in reviewing  
4 www.dollar.com was Mr. Tran provided a rate for LDW, nor was there any disclosure during the  
5 course of that on-line reservation provided to him where he was advised to review my existing  
6 automobile insurance or credit card coverage to determine if any LDW coverage might be  
7 duplicative of his existing coverage.

8 32. When Mr. Tran went to pick up the car, the representative who worked at the  
9 Dollar rental center told him he had to buy their insurance. Mr. Tran told them he was covered  
10 by his own insurance. The representative told him Minnesota law required him to buy the Dollar  
11 coverage. He was also charged for Roadside Assistance which he did not ask for. He ended up  
12 paying \$291.81 – over \$200.00 more than Mr. Tran was initially quoted.

13 33. Mr. Tran would likely not have rented a car from Dollar Rent A Car at the amount  
14 charged and would have declined such charges if he had known they were engaging in such  
15 deceptive conduct or if he had received timely disclosures.

16 34. On personal knowledge, on or about January 24, 2014, Mr. Roger Tien caused to  
17 be made an online reservation through Expedia to rent a car from Defendants at the Thrifty  
18 location at the Los Angeles International Airport. He was offered a rate of \$32.00 per day to rent  
19 the vehicle, which he accepted.

20 35. At no time during the process of making my reservation was he provided a Loss  
21 Damage Waiver (“LDW”) rate, nor was there any disclosure during the course of that reservation  
22 provided to him where he was advised to review my existing automobile insurance or credit card  
23 coverage to determine if any LDW coverage might be duplicative of any existing coverage.

24 36. On January 26, 2014, after a long flight back from China, he went to the Thrifty  
25 office location of Defendants at the Los Angeles International Airport and picked up the car he  
26 had reserved, which he used for 3 days. He visited that office again on January 29, 2014 to  
27 extend the reservation for another 8 days. He was not requested to sign anything additional to do  
28 so. He did not see any signs posted in the car rental pickup location regarding LDW, received no

1 brochure or pamphlet disclosing LDW, nor saw any place mat that warned him that LDW was  
2 optional and that it could duplicate his own auto insurance or LDW coverage provided by his  
3 credit card. He used a credit card to pay for the rental car.

4 37. It was not until he returned the car on February 6, 2014, that the rental return  
5 agent said he accepted additional charges of \$354.07, including a charge for LDW (\$11 a day for  
6 11 days = \$121), supplemental liability insurance and a return charge fee. Mr Tien and his  
7 daughter confronted the manager allegedly in charge, whose name was Tony. He was very  
8 hostile and said because Mr. Tien provided my signature he was out of luck, and it was his word  
9 against their word. Through his daughter he sent a legal demand letter to Dollar's corporate  
10 headquarters on or about February 10, 2014 to resolve this matter and bring it to Dollar  
11 management's attention. Dollar representatives later sent them back an email saying, based on  
12 his signature, they would not provide any refund. If he had been made aware he would be  
13 overcharged by over \$120.00, he would have likely rented from a different car rental company.

14 38. On personal knowledge, on or about October 18, 2015, Mr. Jaime Gavilan  
15 Cabello caused to be made an online reservation through Cartrawler to rent a car from  
16 Defendants at their Dollar location at the Los Angeles International Airport. He was offered a  
17 rate of \$445.05 to rent the vehicle for 25 days, which he accepted.

18 39. At no time during the process of making his reservation was he provided a Loss  
19 Damage Waiver ("LDW") rate, nor was there any disclosure during the course of that reservation  
20 provided to him where he was advised to review my existing automobile insurance or credit card  
21 coverage to determine if any LDW coverage might be duplicative of my existing coverage.

22 40. On October 18, 2015, he went to the Dollar office location of Defendants at the  
23 Los Angeles International Airport and picked up the car he had reserved, which he used for 25  
24 days. He did not see any signs posted in the car rental pickup location regarding LDW, received  
25 no brochure or pamphlet disclosing LDW, nor saw any place mat that warned him that LDW was  
26 optional and that it could duplicate my own auto insurance or LDW coverage provided by a  
27 credit card.

28 ///

1           41.     It was not until he returned the car on November 12, 2015, that the rental agent  
2 said he had accepted additional charges of \$839.14, including a charge for LDW (\$11 a day for  
3 25 days = \$261), as well as supplemental liability insurance. When he told them he had been  
4 charged for extra services, the Dollar agent said because he provided my signature and did not  
5 point this out to them at the time, they were not going to return any monies to him. He has not  
6 received a refund for any such charges. If he had been made aware that he would be  
7 overcharged by over \$260.00, he would have likely rented from a different car rental company.

8           42.     Dollar is aware of these practices, as complaints similar to those of Plaintiffs are  
9 processed through Dollar's corporate headquarters, and in many respects are handled by the  
10 same customer service group that is located at Dollar's corporate headquarters. The company's  
11 standard response to consumers is similar to the following e-mail response:

12           Please accept my apologies for any misunderstanding regarding the purchase of  
13 the Loss Damage Waiver and Roadsafe on your rental. A review of our records  
14 indicates you viewed and accepted the optional coverage and the related charges  
using the electronic signature pad (touch screen) at the counter. I have copies the  
screens you viewed and accepted below.

15           Based on the above information and the fact that you had the benefit of the  
16 protection for the rental period the local charges are correct. If you have any  
17 questions regarding your case please feel free to reply to this email. Again, I  
thank you for contacting Dollar.

18           43.     This response from corporate headquarters, similar to that provided  
19 Ms. McKinnon as attached hereto as Ex. 3, indicates that Dollar not only is aware of consumers  
20 from around the country making identical complaints about these same scams, but that Dollar  
21 encourages, conspires with its employees, and aids and abets this standard practice of tricking  
22 consumers into supposedly signing up for add-ons they did not want, request, or specifically  
23 declined and that are contrary to their initial agreements. If Dollar was not in on or tacitly  
24 approved of this scheme, it would have initiated an immediate investigation into this practice.  
25 There would have been firings of those responsible and refunds and apologies sent out to  
26 consumers. Instead, Dollar stands solidly behind the scheme, which has netted the company  
27 significant monies. Also, if Dollar wanted to prevent such uniform misconduct in California it  
28 would follow the mandates of California Civ. Code § 1936, which, as detailed below, was

1 designed by the Legislature to prevent such practices. Instead Dollar systematically ignores  
2 California law. As any purported “consent” of Class members was obtained by trickery, fraud,  
3 or outright forgery, it does not matter if consumers had the ephemeral benefit of insurance or  
4 LDW they did not order, want, properly consent to being charged, or know they had been  
5 charged for. Any “consent” was obtained as a result of fraud or mistake, thus making such  
6 charges void or voidable.

7 44. Dollar has received numerous complaints about these issues but incentivizes its  
8 employees to make such sales, even if by illegal means. According to at least one Dollar  
9 employee, agents at the counter are paid minimum wage and make up to 12% commission on the  
10 sales of LDW, insurance and other similar add-on products. As a result, experienced  
11 representatives can take home up to \$6,000 per month as a result of such practices. If employees  
12 fail to obtain an average 30 per day up-sales of additional options for three months they may be  
13 terminated and not be eligible for unemployment. Employees are thus incentivized to take  
14 advantage of the customer’s irritation, long lines, and misleading or high pressure sales tactics by  
15 telling them to tap certain lines to decline coverage when it may have the opposite result, or  
16 simply to forge their signature.

17 45. Over the past several years, consumers have submitted reports detailing the same  
18 conduct occurring in a substantial number of different Dollar offices around the country,  
19 including at some of the busiest airports in the country. In addition to Tulsa and San Francisco,  
20 victims have reported being subjected to this scheme at numerous airports, including Atlanta,  
21 Baltimore, Boston Logan, Charlotte, Chicago-Midway, Columbus, Denver, Detroit, Dulles, El  
22 Paso, Ft. Lauderdale, Ft. Myers, Hartford, Honolulu, Jackson Hole, Jacksonville, Kahului, Las  
23 Vegas, Los Angeles International, Louisville, Miami, O’Hare, Oakland, Omaha, Orange County,  
24 Orlando, Nashville, New York-JFK, Palm Beach, Philadelphia, Phoenix, Providence,  
25 Sacramento, Salt Lake City, San Antonio, San Diego, Seattle, Spokane, Tampa and Tucson.  
26 This is a significant list since, according to the FTC, Dollar operates at 86 U.S. airport locations  
27 and approximately 90% of Dollar’s \$1.4 billion in annual U.S. car rental revenues are generated  
28 from airport locations. Such a common complaint received from so many locations throughout



1 the United States, being directed to the same person or department at Dollar without being  
2 remedied and subject to the same canned response, provides significant evidence this is a  
3 systematic yet unresolved problem within Dollar. How can Dollar continue to blame consumers  
4 or claim it is highly individualized if consumers around the country are all saying they were  
5 tricked in the same way? Either all the consumers are lying or Dollar has sanctioned and  
6 approved a company-wide conspiracy to trick and defraud consumers. The fact that Dollar has  
7 not told a single consumer that has complained that many other consumers have in fact made the  
8 exact same complaint or instituted a company-wide refund program suggests that Dollar is  
9 actively engaged in a cover up. In addition to the complaints by Plaintiffs, the following is a  
10 sampling of the complaints lodged against Dollar from across the United States during the  
11 relevant time period:

12 On November 9, 2011, I rented a car at Dollar Rent a Car at Dulles Airport in  
13 Virginia. The rental was paid for by a pre-paid voucher. At the rental counter, I  
14 declined additional insurance, as I was covered by my own insurance and credit  
15 card. At the counter I was asked to sign an electronic pad acknowledging the  
16 rental on a signature screen. I was told that by signing the screen I was declining  
17 insurance. The screen I signed made no mention of insurance. Through the credit  
18 card company, I was able to obtain the original contract and my alleged signature  
19 requesting insurance. A review of the contract revealed that my signature, which  
20 only appears on the signature pad, was then transposed to an electronic contract  
21 that requested insurance. Until I obtained the new contract from Dollar, I had  
22 never seen the "signed contract." I also obtained the electronic pages from the  
23 screen of his transaction, none of which indicate any acceptance of insurance.

24 ###

25 I rented a car at Philadelphia Airport and declined any insurance fees. I was  
26 charged another \$25 per day extra (Ripped off) the car only cost \$19 per day.  
27 After my bank statement was received I was charged \$100 more than I was  
28 supposed to be charged. I called Dollar twice and was actually sent documents  
with a signature (NOT MINE). They said there was nothing THEY could do for  
me...Something is wrong...fishy...

###

After being HOUNDED to purchase extras like toll savers, multiple types of  
insurance for over fifteen minutes (and repeatedly saying NO to each and every  
one) at a counter in Orlando Florida I finally said "I DO NOT WANT ANY  
EXTRAS, I JUST WANT MY CAR. How can I do that?" The SCAM ARTIST  
behind the counter said 'Just sign and click accept, and it's yours'. At the end of  
the week the bill was double what I agreed to.

###

1 The Dollar car rental out of LAX airport in Los Angeles, CA has overcharged my  
2 credit card by \$99.90. They are severely understaffed. As a result, they make  
3 you wait in unreasonably long lines and then they will ask you to sign your rental  
contract on a small screen which does not show you what they have forced upon  
you without your knowledge or asking, i.e. more insurance that you asked for.

4 They have found a way to extract unauthorized money out of me. Then, they  
5 claim that since I signed their scrolled down little digital check out, I have given  
them permission to charge me whatever they want.

6 ###

7 I rented a van from LAX on December 19. The customer rep asked me if I  
8 wanted the additional insurance coverage. As an auto insurance broker, I know  
9 that my auto policy would cover the vehicle and I verbally declined the coverage  
three times. My husband also chimed in and declined the coverage.

10 When the paperwork was completed the customer service rep put a big "D"  
11 beside the additional insurance coverage and I initialed it as I was declining the  
12 coverage. When I got the bill, they charged me anyway. I contacted customer  
13 service and they say that I didn't initial beside the tiny little "decline" so they are  
14 saying the charges stand. I will not let this go away because there is absolutely no  
15 reason why I would need to have paid for the coverage. I am out over \$300 and I  
16 will fight until I get it back.

17 ###

18 We were asked about insurance coverage which we explicitly declined. Upon  
19 returning the car on June 30, 2011, I requested that the charges be billed to my  
20 credit card. Much to my surprise, I was billed the estimated charge of \$604.02 as  
21 opposed to the original quote of \$361.98 on my email confirmation (R6385796).  
22 Apparently, although we declined the insurance coverage, the DollarNE sales  
23 agent ("DXE1") inserted language on the car rental agreement (L1106627)  
24 indicating otherwise.

25 ###

26 At Chicago OHare Airport I rented a car from Dollar Rental. At the rental  
27 terminal the agent asked me if I would like to include a loss damage waiver, and  
28 Supplemental Liability Insurance. I declined both. I signed a pin pad device  
authorizing the transaction. I did not sign the actual the contract. It turns out the  
agent included both options, and charged my card an extra \$370. I appealed to  
Dollar Rental and my bank for falsely charging my card, both to no avail. By the  
looks of it, after reading the many other complaints against this company for the  
very same reason, this is a common practice. I'm very disgusted with this  
deceptive policy and the scruples of this company. I will never rent from them  
again, and implore everyone to do the same.

###

The same thing just happened to me at Dollar Rent-A-Car at the Orlando  
International Airport. I specifically told the rental agent that I did not want any  
kind of insurance coverage and made the mistake of assuming that he would  
honor that directive. Instead, he rushed me through the initialing/signing process  
on the electronic screen and skipped right over the part about insurance being

1 included. Then he prints off a copy of the rental agreement, folds it up, and puts  
2 in an envelope with a bunch of other paperwork. Every part of this process is a  
3 carefully planned and rehearsed piece of their scam puzzle. They know that most  
4 of their renters are already tired from traveling and tired of waiting in lines –  
including their own – so the chances are pretty good that they can sneak  
something past an unsuspecting customer. Don't think for a second that these  
rental agents aren't rewarded for "selling" the add-ons like unnecessary insurance.

5 ###

6 Dollar Rent a Car in Honolulu airport was told when I picked up my car that I had  
7 already purchased insurance on it because I wanted to be covered for everything.  
8 The girl at the counter (at 9:30 at night after 16 hours in the air) said uh huh, so  
9 you already have the insurance, I said yes...she wrote up the slip and I signed it  
10 without checking to see what she had done. She signed me up for EVERY  
POSSIBLE INSURANCE THEY PROVIDE and a 465.00 bill turned into a  
798.00 payment. Their response? "Well, I don't know what the conversation you  
had with our representative was but you signed it so there's nothing we will do  
about it." I asked for their legal department, she gave me a P.O. Box number.

11 ###

12 Same thing happened to me at Denver International Airport. I verbally declined  
13 additional insurance as I am already covered by my company and additionally  
14 covered by American Express Gold Card. Why would I want to pay for it a third  
15 time? By Dollar Rent a Car's employee physically indicating to me where to  
16 sign, he knowingly and wantonly intended to defraud me. A consumer has a  
reasonable expectation that when they enter a Dollar Rent a Car to do business,  
that Dollar Rent a Car will act in "Good Faith" and deal honestly with the  
customer. It is clear and evident that Dollar Rent a Car engages in deceptive  
business practices.

17 ###

18 Exact same thing happened to us at Tampa International Airport in March 2012.  
19 Rep did not review charges (like they say they do on their webpage) and we did  
20 not realize we were being charged for the insurance until the car was returned. If  
21 he would have done his job properly and reviewed all charges, etc at the end, then  
we would have advised him again that we did not want the insurance. We are  
irate and will continue to pursue this with Dollar. Never will use them again.

22 ###

23 We rented a car from Dollar on March 2, 2012 at the Tampa International Airport.  
24 On December 31, 2011, we reserved a rental for a total of \$266.67 for Friday,  
25 March 2, 2012 through March 10, 2012. On March 1, 2012, Dollar Rent A Car  
26 sent a Reservation Reminder Email which also listed \$266.67 as the total for the  
27 rental. We arrived at the Dollar Rent A Car counter at the Tampa International  
28 Airport on March 2, 2012. First thing, we presented the Confirmation  
#Q1630690 to the sales rep and inquired about a AARP Discount and he replied  
yes proceeding to inform us the total would be approximately \$216 for the 9 days.  
At that time, we advised the sales rep that we DID NOT want/need the insurance  
from Dollar since our insurance extended to rental vehicles. When it came to  
signing, the rep stated to "hit agree" on the computer (not explaining what it was)  
and to sign where indicated. As stated in a email from Angela Jones, Customer

1 Svc Rep from Dollar Rent a Car “it is their goal that every customer understands  
 2 the terms, conditions and pricing of their rental”. The rep did not review pricing  
 3 at any time and proceeded to place the receipt in the folder. If the rep had  
 4 properly explained the coverages, we would have at that time declined the  
 5 coverage again. He did not review the charges, provide a breakdown of the  
 6 contract on point of sales screen, nor show us a breakdown of the rental cost. It  
 7 was not until we returned the car on March 10<sup>th</sup> did we learn of what the charges  
 8 were. [When] we inquired about the charges, the agent sent us to the airport car  
 9 rental office who in turn said there was nothing she could do and we would need  
 10 to contact corporate office on Monday.

11 We feel that this practice is very unethical and a rip off to the consumer. We both  
 12 have our insurance licenses and are very well educated on automobile policies.  
 13 We have rented from Dollar in the past and have never had an issue.

14 We requested the insurance charges of \$290.84 be removed that should have  
 15 never been included originally. The sales rep did not abide by our request and  
 16 therefore should be removed.

17 ###

18 I have rented a car from Dollar Rent A Car - Sky Harbor Car Rental - Phoenix  
 19 Airport and told the customer service rep I do not want the “ROADSAFE @  
 20 \$5.99 per day” (Insurance) and “Lbw1 @ \$24.99 per day” (Loss Damage Waiver)  
 21 because my card that I was using will cover me. The customer service rep  
 22 acknowledged my needs and said:

23 Rep – “Okay, I will not add them to the bill. Please tap I agree to the message on  
 24 the screen, it talk about the ‘UNDER AGE 25’.”

25 Me – “Okay, to confirm that it talks about the under 24 and that is it, correct?”

26 Rep – “Correct. (next I Agree screen) ... This one is talking about agreeing to  
 27 deny the road safe insurance.”

28 Me – “So, by selecting I agree ... agrees to me denying the insurance”

29 Rep – “Correct. (Next I Agree screen) ... This one is talking about agreeing to  
 30 deny the loss damage waiver”

31 Me – “Again, by selecting I agree...agrees me to denying the loss damage waiver”

32 Rep - “Correct. Ok your total will be \$241.30 for 4 days.”

33 Me – “Wow...really? What did I pay for when I reserved this car?”

34 Rep – “You pay just to reserve the car and the car, there is a fee because your are  
 35 under 24”

36 Me – “Jeez, ok really that much for just the under age?...”

37 Rep – “yes”

38 I pay for the car, and I rush out because I needed to check in to my hotel. After,  
 arriving at my hotel I wanted to check the receipt (the rep folded the receipt up in

1 the folder type pamphlet so I could see it clearly when I left) and what do I  
2 see.....yep charges for:

3 Lbw1	4 dy@24.99	\$99.96
4 ROADS SAFE	4 dy@5.99	\$23.96
5 AGE24	4 dy@15.00	\$60.00

6 After, my trip I called the Dollar Customer Assistance @ 1-800-800-5252 and  
7 filed for a dispute from the false information the customer server rep supplied me  
8 with they said I would get a call/e-mail in 72 hours.

9 Finally, after waiting 8 business days I get an email (with attachment pictures of  
10 the I Agree screens with my signature at the bottom):

11 Mr. \*\*\*\*\*, Thank you for contacting Dollar Rent a Car regarding your rental in  
12 Phoenix. Please accept my apologies for any misunderstanding regarding the  
13 purchase of the Loss Damage Waiver and Roadsafe on your rental. A review of  
14 our records indicates you viewed and accepted the optional coverage and the  
15 related charges using the electronic signature pad (touch screen) at the counter. I  
16 have copied the screens you viewed and accepted below.

17 Based on the above information and the fact that you had the benefit of the  
18 protection for the rental period the local charges are correct. If you have any  
19 questions regarding your case please feel free to reply to this email. Again, I  
20 thank you for contacting Dollar. Regards, Josh Wells, Dollar Thrifty Automotive  
21 Group, Inc.

22 ###

23 Last weekend [January 2011] I traveled to Connecticut from Dallas, Texas again.  
24 I flew to Bradley International Airport (Hartford) from Dallas. The cheapest car  
25 rental deal we found was with Dollar, which was not directly on the airport  
26 (unlike the other car rental agencies).

27 Unlike the other car rental agencies at Bradley they did not check the gas meter  
28 before and after to determine if I had filled it up enough. Instead you had to fill  
the gas tank within a 10 miles radius of the rental car agency and keep the receipt  
as proof (no one mentioned this but I guess it was in the papers). I usually fill the  
gas tank at a place about 20-30 miles from Bradley International Airport but I top  
it off and end up with a gas tank that is as full (or more) when return the car as it  
was when I got the car. Therefore I have never had to pay for gas at any of the  
other car rental agencies. At Dollar I had to pay seven dollars because I was not  
within a seven miles radius.

When I signed the documents they seemed to be in a hurry and wanted me to  
initialize here and sign there and be off. They removed the document before I  
could read it and no information was given. It made me a little suspicious but I  
was not asking any questions. I realize now that this was not clever of me.

Typically car rental agencies tell you what you are signing and initializing and  
they ask you if you want things like insurance. They don't tell you to sign  
something and then quickly remove the paper.

1 When I returned the car I had to pay a little bit more then I planned. They had  
2 charged a so called LDW1 fee (Liability Damage Waiver fee) without mentioning  
3 anything about it, and it cost more per day than the entire car rental (\$23.00  
4 versus \$19.00). Then LDW1 was also significantly more than the insurance at the  
5 other car rental places. My car insurance includes insurance for rental cars so I  
6 would have said no to additional insurance. This was completely unnecessary.

7 The bill also had some other strange miscellaneous fees I did not understand but I  
8 did not argue about. I ended up paying \$118.00 instead of \$38.00 as I thought I  
9 would.

10 ###

11 This scam has just happened to me in Orlando – I had a voucher which was paid  
12 for well before my holiday – on arrival at Dollar after a ten hour flight I was  
13 asked to sign three times on a small screen – i said I didnt want any extras and he  
14 said thats right. On returning the car I was given a receipt for \$298 so headed  
15 straight back to desk to enquire and they said I had signed for two extra  
16 insurances and roadside recovery totaling \$298 on top of the £300 I paid in  
17 advance – no one mentioned this when I was signing two weeks before and he  
18 said ‘we have hundreds of custromers so we don’t have time to go through all the  
19 screens explaining what you are signing for’ – I feel I was blatently conned and  
20 was furious but as our flight was due to leave there was nothing I could do –  
21 please warn others using Dollar not to sign anything! I have now contacted rental  
22 company with view to a refund!!

23 ###

24 Exact thing just happened to me in the San Antonio Dollar rental car office. An  
25 employee with a thick russian accent told me I could not rent the car without the  
26 extra insurance. I picked the cheapest type available, \$13.95. Then, I was asked  
27 to sign a digital agreement with a number of options – I never thought she would  
28 actually switch to the \$23.95 option, but that is what she did. Also brought the  
car back full, yet was charged for two gallons of gas at \$9.85 per gallon.  
this scam is deliberate and continues to happen.

###

I had the same thing happen, i was in hawaii and refused the insurance and  
initialed to accept the insurance waiver but they charged me the insurance  
anyway, it turns out the “waiver” is accepting their insurance of \$350. i want a  
class action lawsuit!

###

Just got back from a few days in L.A. When I rented the car I was presented with  
the option for “Basic Insurance”. Knowing that rental cars MUST actually carry  
proper insurance, paid for by the rental company, regardless of whether you buy  
their ridiculous CDW, I stated that I did not want any insurance. I assumed,  
having been presented with only two choice, that “Basic” referred to what is  
included in the rental I had already paid for. I told the clerk that my personal auto  
package extended to rental vehicles as well as my having coverage through the  
Gold VISA that I rented with. I told him in no uncertain terms that I did not wish  
to have any optional insurance coverages. As I was given only two choices  
between the basic and the premium, I assumed basic was the insurance included.

1 I had also been very clear that I did not wish to pay for insurance. The crook  
2 behind the counter nodded his agreement and then walked me through the items  
3 on the touch screen display, instructing me what option to hit each time. At no  
4 time was there ANY mention of an additional cost. I would absolutely have  
restated my choice that the rental NOT include any insurance through the  
company. It is a well-orchestrated scam, NOT an honest misunderstanding!

5 ###

6 I was quoted about \$00 for a two week rental. After verbally denying insurance 3  
7 or 4 times, I was asked to initial. Lo and behold, they signed me up for insurance.  
8 On the contract it was listed as LDW, or loss-damage-waiver; hidden in plain site.  
9 In the end I was charged \$340+ for this LDW, which I had declined outright.  
10 When trying to work with Dollar for a credit, they refused to budge and refund  
my money because I initialed the "LDW" option.

11 Stay away. Dollar is a bunch of scammers and thieves, no better than your  
12 average sidewalk conman. I would even say they are worse because they hide  
13 under the guise of a "legitimate" business.

14 ###

15 COLUMBUS, OHIO – I rented a car at the Columbus, Ohio, in May from Dollar  
16 Rent a Car as they advertised the lowest rate online. Having a safe driving record  
17 a using a credit card that covers insurance, I "verbally" declined the offered car  
18 rental insurance . . . TWICE. Unfortunately, I did not read that they added this  
19 charge to the contract anyway. So I was unpleasantly surprised to see this \$150  
20 UNNECESSARY UNWANTED CHARGE on my bill.

21 When I called the 1-800 number to complain and request this charge be dropped, I  
22 was told that I had to pay, that I "signed" the contract.

23 LESSON FOR EVERYONE: Always read the car rental contract you are signing  
24 to avoid extra unwanted services/ charges no matter how rushed or tired you are at  
25 the car rental counter.

26 I feel DOLLAR in "good service" should have refunded the unwanted  
27 unnecessary charge on my bill. Since they didn't, I won't go back

28 ###

We rented a car from Dollar on March 2, 2012 at the Tampa International Airport.  
On December 31, 2011, we reserved a rental for a total of \$266.67 for Friday,  
March 2, 2012 through March 20, 2012. On March 1, 2012, Dollar Rent Car sent  
a Reservation Reminder Email which also listed \$266.67 as to total for the rental.

We arrived at the Dollar Rent A Car counter at the Tampa International Airport  
on March 2, 2012. First thing, we presented the Confirmation #Q1630690 to the  
sales rep and inquired about a AARP Discount and he replied yes proceeding to  
inform us the total would be approximately \$216 for the 9 days. At that time, we  
advised the sales rep that we DID NOT want/need the insurance from Dollar since  
our insurance extended to rental vehicles. When it came to signing, the rep stated  
to "hit agree" on the computer (not explaining what it was) and to sign where  
indicated. This is extortion and illegal. As stated in the email from Angela Jones,  
'it is their goal that every customer understands the terms, conditions and pricing

1 of their rental'. The rep did not review pricing at any time and proceeded to place  
2 the receipt in the folder. This issue is not that we signed for it, it is the scam of  
3 adding insurance which we did not want. If the rep had properly explained the  
4 coverages, we would have at that time declined the coverage again. He did not  
5 review the charges, provide a breakdown of the contract on point of sales screen,  
6 nor show us a breakdown of the rental cost. It was not until we returned the car  
7 on March 10<sup>th</sup> did we learn of what the charges were. When we inquired about  
8 the charges, the agent sent us to the airport car rental office who in turn said there  
9 was nothing she could do and we would need to contact corporate office on  
10 Monday. We feel that this practice is a scam very unethical and a rip off to the  
11 consumer. We both have our insurance licenses and are very well educated on  
12 automobile policies. We have rented from Dollar in the past and have never had  
13 an issue. We have sent 1 letter to Dollor requesting a refund and am sending a 2<sup>nd</sup>  
14 request.

15 46. Since the filing of this action, hundreds of additional consumers have lodged  
16 similar complaints, consistently telling the same story – no advance disclosure, no oral  
17 disclosures, no signage, sales representatives telling them to quickly click through a dark and  
18 largely unreadable electronic signature pad, and no notice of the fees imposed until after the  
19 transaction has been completed.

20 47. This is not the first time Dollar has been accused of engaging in practices  
21 involving the illegal upsale of products such as LDW using deceptive sales practices. In *People*  
22 *v. Dollar Rent A Car*, 211 Cal.App.3d 119, 131 (1989), the California Court of Appeal upheld a  
23 judgment obtained by the California State Attorney General's Office against Dollar Rent-A-Car  
24 Systems, Inc. for overcharging consumers and misrepresenting the scope and nature of LDW  
25 provisions as a result of improper training, at the same location where Ms. Tool was duped.  
26 Employees were instructed to sell such products aggressively in return for high commissions,  
27 using contracts in tiny print that could not be read by the reasonable consumer in the limited  
28 transaction window at the airport such that, according to the Court, "this entire process makes  
29 confusion not only likely, but inevitable."

30 48. In response to such conduct by Dollar and other companies, the California  
31 Legislature has adopted Cal. Civ. Code § 1936(g), which has been operative for the entirety of  
32 the class period. The California Legislature has adopted Cal. Civ. Code § 1936 and Cal. Civ.  
33 Code § 1936.01, which applies both to rental car deliveries that take place in California (such as  
34 applies to Ms. Tool, Ms. Basker, Mr. Tien and Mr. Cabello) and advertisements and promotions



1 that take place in California (such as applies to Ms. McKinnon and Mr. Tran). The following are  
2 the relevant provisions of these statutes:

3 (g)(1) A rental company that offers or provides a damage waiver for any  
4 consideration in addition to the rental rate shall clearly and conspicuously disclose  
5 the following information in the rental contract or holder in which the contract is  
6 placed *and, also, in signs posted at the place, such as the counter, where the*  
7 *renter signs the rental contract, . . .* (A) the nature of the renter's liability, e.g.,  
8 liability for all collision damage regardless of cause, (B) the extent of the renter's  
9 liability, e.g., liability for damage or loss up to a specified amount, (C) the  
10 renter's personal insurance policy or the credit card used to pay for the car rental  
11 transaction may provide coverage for all or a portion of the renter's potential  
12 liability, (D) the renter should consult with his or her insurer to determine the  
13 scope of insurance coverage, including the amount of the deductible, if any, for  
14 which the renter is obligated, (E) the renter may purchase an optional damage  
15 waiver to cover all liability, subject to whatever exceptions the rental company  
16 expressly lists that are permitted under subdivision (f), and (F) the range of  
17 charges for the damage waiver.

18 (Emphasis added.) According to Ms. Tool, Ms. Basker, Mr. Tien, and Mr. Cabello, as well as  
19 other Class members, no such signs were conspicuously posted, and it appears Dollar has not  
20 posted such signs for the entirety of the Class period. That section further provides:

21 (2) *In addition to the requirements of paragraph (1), a rental company*  
22 *that offers or provides a damage waiver shall orally disclose to all renters,*  
23 *except those who are participants in the rental company's membership program,*  
24 *that the damage waiver may be duplicative of coverage that the customer*  
25 *maintains under his or her own policy of motor vehicle insurance. . . .*  
26 (Emphasis added.)

27 Ms. Tool, Ms. Basker, Mr. Tien, Mr. Cabello and other Class members who have rented  
28 vehicles in California have confirmed no such oral disclosures have been provided by Dollar's  
employees. Subsection (2) goes on to provide:

29 The renter's receipt of the oral disclosure shall be demonstrated through the  
30 renter's acknowledging receipt of the oral disclosure near that part of the contract  
31 where the renter indicates, by the renter's own initials, his or her acceptance or  
32 declination of the damage waiver. Adjacent to that same part, the contract also  
33 shall also state that the damage waiver is optional. Further, the contract for these  
34 renters shall include a clear and conspicuous written disclosure that the damage  
35 waiver may be duplicative of coverage that the customer maintains under his or  
36 her own policy of motor vehicle insurance.

37 To the extent Dollar asserts the clicking of the dark and hard to read electronic pad forms a  
38 "contract" (which Plaintiffs dispute), the acceptance or declination provision is misrepresented,  
and in fact does not provide a place for affirmative declination of such coverage. Moreover,

1 when the contract is created by the consumers' acceptance of the offer for a vehicle rental such  
2 as set forth herein and in the process set forth in Ex. 1, there are no such clear and conspicuous  
3 written disclosures. If anywhere, such "disclosures" are contained in a folder that is already  
4 folded and given consumers with the car keys, supposedly after the transaction has already been  
5 consummated and the amounts charged.

6 (j) *A rental company that disseminates in this state an advertisement*  
7 *containing a rental rate shall include in that advertisement a clearly readable*  
8 *statement of the charge for a damage waiver and a statement that a damage*  
*waiver is optional. (Emphasis added.)*

9 As shown by Ex. 1, which is a current print-out from Dollar's promotional interactive website, in  
10 none of the advertisements contained therein, which represents what rental rates consumers will  
11 be charged, is there such a clearly readable statement.

12 (k)(1) A rental company shall not require the purchase of a damage  
13 waiver, optional insurance, or another optional good or service.

14 (2) *A rental company shall not engage in any unfair, deceptive, or coercive*  
15 *conduct to induce a renter to purchase the damage waiver, optional insurance, or*  
16 *another optional good or service, including conduct such as, but not limited to,*  
17 *refusing to honor the renter's reservation, limiting the availability of vehicles,*  
*requiring a deposit, or debiting or blocking the renter's credit card account for a*  
*sum equivalent to a deposit if the renter declines to purchase the damage waiver,*  
*optional insurance, or another optional good or service. (Emphasis added.)*

18 As alleged herein, consumers nationwide report being told having such insurance or LDW is  
19 required, and Defendants' employees routinely engage in deceptive conduct in attempting to  
20 dupe consumers into being charged for such services.

21 (n)(1) A rental company shall only advertise, quote, and charge a rental  
22 rate that includes *the entire amount* except taxes, a customer facility charge, if  
23 any, and a mileage charge, if any, that a renter must pay to hire or lease the  
vehicle for the period of time to which the rental rate applies. . . . (Emphasis  
added.)

24 As shown by Ex. 1, which is a current print-out from Dollar's promotional interactive website, in  
25 none of the advertising contained therein does Dollar advertise, quote or charge a rental rate that  
26 includes or otherwise provides the amount of these add-on charges, even though as alleged in  
27 paragraph 15 above, such charges may equal or exceed the amount of the actual car rental rate.

28 ///

1 Consumers would reasonably conclude the estimated grand total to be charged would include  
2 amounts that could double their daily rate.

3 49. As also shown by Ex. 1, when a consumer attempts to make a reservation and  
4 enter into an agreement at [www.dollar.com](http://www.dollar.com), they are requested to go through four steps:  
5 (1) identify a car rental location, which then a consumer is directed to click on the icon “get  
6 rates”, (2) review a list of cars and rates, which advertise a particular daily or weekly rate,  
7 (3) review a summary of the daily, weekly and total rate chosen with a list of options, and  
8 sections that state: “enhance your trip” and “protect your assets”, and (4) fill out a page for  
9 entering into the agreement and booking the transaction. At step (2), there is only an asterisk for  
10 the amount of the total base rate, but it simply states “taxes, fees and surcharges are not added,”  
11 with none of the required disclosures. At step (3) there is a reference to the availability of add-  
12 on products, but those representations and advertisements do not contain the range of rates and  
13 charges for such add-on products, or any of the other requirements and representations of section  
14 1936 -- even though if there was a time to make such disclosures, it would be at that time before  
15 the agreement has been consummated. If anything, this webpage misleadingly claims that such  
16 add-ons are relevant “because your own insurance or credit card may not be enough,” and  
17 consumers “have zero responsibility for the vehicle if they purchase coverage”, even though if  
18 they are licensed to drive they in all likelihood already have such coverage and if they accept  
19 Dollar’s coverage they may actually cancel any credit card coverage they already receive at no  
20 cost. At step (4) a consumer receives a list of the rate and rate details which include various fees,  
21 taxes and surcharges and an “estimated grand total.” None of the disclosures required by section  
22 1936 as set forth above are included at this step of the transaction either.

23 50. In summary, even though Dollar’s interactive website provides numerous  
24 opportunities to make the disclosures required by law, none of the mandated disclosures set forth  
25 above are made by Dollar. Dollar’s process and resulting agreement, where this disclosure  
26 would be most meaningful and relevant, also does not contain such clear and conspicuous  
27 disclosures. In addition, the manner in which the forms Dollar uses are actually presented to  
28 consumers by Dollar employees -- the electronic pad is dark and hard to read, with the screens

1 clicked through in quick succession, the print out that supposedly contains some of these  
2 provisions is folded and tucked inside a folder and handed with the keys or directions to the car,  
3 and the documentation package is presented to the Class member *after* they have supposedly  
4 checked a box on an electronic screen that Dollar later claims obligates them to pay for LDW or  
5 the other add-ons at issue -- cannot by definition be a “clear and conspicuous” disclosure, since it  
6 is consistently provided by Dollar employees to Class members after the fact. Thus, the manner  
7 of this actual presentation makes it meaningless and inconsistent with the purpose and intent of  
8 the law, and appears designed, as the California Court of Appeal held in *People v. Dollar Rent A*  
9 *Car*, 211 Cal.App.3d 119, 131 (1989), to make “confusion not only likely, but inevitable.” Thus,  
10 it appears Dollar is engaging in the same practices now for which it has been previously found  
11 liable in this State, and that its current conduct violates express provisions of California law,  
12 which are required by Cal. Civ. Code § 1936 to be incorporated into all applicable  
13 advertisements and agreements and are designed to prevent such conduct from recurring. Such  
14 conduct also appears to violate the permanent injunction prohibiting such practices as entered  
15 into in the *People v. Dollar* action referenced above and upheld by the Court of Appeal.

#### 16 **CLASS ACTION ALLEGATIONS**

17 51. Pursuant to F.R.C.P. 23, Plaintiffs bring this action on behalf of themselves and a  
18 Class of persons comprised of all consumers either residing or who rented cars in California,  
19 Oklahoma and such other states within the United States the Court finds appropriate who paid  
20 for LDW, insurance or other products from Dollar that they either declined or were charged for  
21 without obtaining proper consent during the past four years (the “Class”). Plaintiffs also seek  
22 certification of two more limited classes:

23 Class 1:

24 All residents of the United States who, since January 1, 2009, obtained a car  
25 rental from Dollar Rent A Car at one of the following locations in the State of  
26 California: Los Angeles International Airport, San Diego International Airport,  
27 John Wayne (Orange County) International Airport, or any other Dollar rental car  
28 airport location in California that did not post the signage or obtain from

1 individuals the initials required by Cal. Civ. Code Sections 1936(g)(1) and (2),  
2 were charged for Loss Damage Waiver (“LDW”) and who had his or her own  
3 automobile insurance coverage that applied to a rental motor vehicle or used a  
4 credit card that provided automobile insurance coverage that applied to the use of  
5 a rental motor vehicle.

6 Class 2:

7 All residents in the State of California who, since January 1, 2009, made a car  
8 reservation through www.dollar.com in California, were charged for LDW and  
9 who had his or her own automobile insurance coverage that applied to a rental  
10 motor vehicle or used a credit card that provided automobile insurance coverage  
11 that applied to the use of a rental motor vehicle.

12 Class 3

13 All persons who reside in the United States who, since January 1, 2009, obtained  
14 a rental car from a Dollar or Thrifty rental car location operated by Defendants at  
15 one of the following locations in the State of California: Los Angeles  
16 International Airport, Lindbergh Field (San Diego) International Airport, or John  
17 Wayne (Orange County) International Airport, where the location failed to post  
18 signage regarding Loss Damage Waiver (“LDW”) in the manner required by Cal.  
19 Civ. Code § 1936(g)(1) and were charged for LDW.

20 Excluded are persons: (a) who incurred LDW as part of a pre-paid tour reservation or  
21 previously approved LDW as part of a Dollar membership program, (b) who made a claim with  
22 Defendants and received full coverage under the LDW provision, or (c) who received a full  
23 refund of all LDW charges with interest per C.C.P. Section 3287.

24 52. Dollar’s practices as detailed above were applied consistently to all members of  
25 the Class throughout the relevant time period, so that the questions of law and fact detailed  
26 herein are common to all members of the Class. All Class members were and are similarly  
27 affected by having paid for these items as set forth in detail above.

28 ///

1           53.     Based on the systematic practices at issue and the hundreds of similar complaints  
2 over the same practices lodged by consumers nationwide, the number of Class members would  
3 be in the many thousands, thereby making individual joinder impossible. The Class is therefore  
4 so numerous that joinder of all members would be impracticable.

5           54.     Questions of law and fact common to the Class exist and predominate over  
6 questions affecting only individual members, including, *inter alia*:

7                   (a)     Whether Dollar's acts and practices undertaken in connection with the sale  
8 of the products or services detailed herein were illegal acts of unfair competition, in  
9 violation of statutes and/or constitute a systematic breach of contract;

10                   (b)     Whether Dollar's acts and practices in connection with the promotion and  
11 sale of these products or services unjustly benefitted Dollar at the expense of, and to the  
12 detriment of, Plaintiffs and other Class members; and

13                   (c)     Whether Dollar's conduct as set forth above injured consumers and, if so,  
14 the extent of such injury.

15           55.     The claims asserted by Plaintiffs in this action are typical of the claims of other  
16 Class members as these claims arise from the same uniform course of conduct by Dollar as  
17 detailed above, and the relief sought is common.

18           56.     Plaintiffs will fairly and adequately represent and protect the interests of the Class  
19 members. Plaintiffs have retained counsel competent and experienced in both consumer  
20 protection and class action litigation.

21           57.     Certification of this action is appropriate under F.R.C.P. 23(b)(3) because the  
22 questions of law or fact common to the Class members as detailed above predominate over  
23 questions of law or fact affecting only individual members. This predominance makes class  
24 litigation superior to any other methods available for the fair and efficient group-wide  
25 adjudication of these claims. Absent a class action remedy, it would be highly unlikely that other  
26 Class members would be able to protect their own interests because the cost of litigation through  
27 individual lawsuits would exceed any expected recovery.

28     ///



1 violating relevant provisions of the CLRA (Cal. Civ. Code § 1750, *et seq.*), specifically §§  
2 1770(a)(5), (9), (14) and (19), (c) violating a court-ordered injunction from the *People v. Dollar*  
3 *Rent A Car* action, and/or (d) engaging in the systematic breach of contracts and the implied  
4 covenants of good faith and fair dealing, all as set forth in greater detail throughout this  
5 Complaint.

6 64. Plaintiffs and/or members of the Class, as applicable, have been injured in fact  
7 and lost money or property as a result of Dollar's business acts and practices by, *inter alia*, either  
8 paying or being told after the fact they will need to pay greater amounts than they had agreed or  
9 elected to initially pay, or greater than what they had been told by and agreed with Dollar in  
10 writing previously would be the amount they would be charged, or for items they did not order or  
11 want, as well as through the expenditure of time and resources in an effort to avoid or minimize  
12 the consequences from such conduct. These acts and practices resulted in Plaintiffs and/or  
13 members of the Class paying for insurance, LDW or other products they did not want or would  
14 not have been charged absent Dollar's conduct.

15 65. These UCL claims apply to wrongful conduct that occurs out-of-state (here the  
16 development of a nationwide program to dupe consumers and the misrepresentations or  
17 omissions at issue) but results in injury in California, regardless of the injured party's citizenship,  
18 such as with Ms. Tool, as well as based on the failure to post signage in the manner required by  
19 law and/or misleading advertisements, representations and agreements directly conveyed by  
20 Dollar to consumers in California that they would be charged certain amounts with no disclosure  
21 of any potential limitations or as required by California law, when in fact they are later charged  
22 substantially higher amounts, such as with Ms. McKinnon, Ms. Basker, Mr. Tien, and  
23 Mr. Cabello, as set forth in detail above.

24 66. As a result of Dollar's violations of the unlawful prong of the UCL, Plaintiffs and  
25 members of the Class are entitled to equitable relief in the form of full restitution of all monies  
26 paid for unwanted products or products and services sold in violation of the law and  
27 disgorgement of the profits derived from Dollar's unlawful business acts and practices.

28 ///





1 such as with Ms. Tool, as well as based on misleading advertisements, representations and  
2 agreements directly conveyed by Dollar to consumers in California that they would be charged  
3 certain amounts with no disclosure of any potential limitations and/or not providing the signage  
4 as required by California law, when in fact they are later charged substantially higher amounts,  
5 such as with Ms. McKinnon, Ms. Basker, Mr. Tien and Mr. Cabello, as set forth in detail above.

6 75. As a result of Dollar's violations of the UCL, Plaintiffs and members of the Class  
7 are entitled to equitable relief in the form of full restitution of all monies paid for unwanted  
8 products or products or services sold in violation of the law as a result of the practices at issue  
9 and disgorgement of the profits derived from Dollar's unfair business acts and practices.

10 76. Plaintiffs also seek an order enjoining Dollar from such present, future or  
11 threatened conduct as set forth herein.

12 77. THEREFORE, Plaintiffs pray for all relief as set forth below as applicable to this  
13 cause of action and the members of the Class.

14 **THIRD CAUSE OF ACTION**

15 **Violation of Business and Professions Code § 17200, *et seq.* –**  
16 **Fraudulent Business Acts and Practices**

17 78. Plaintiffs incorporate by reference each of the preceding paragraphs as though  
18 fully set forth herein. This cause of action is asserted by Plaintiffs on behalf of all Class  
19 members who either rented vehicles from Dollar or who received misrepresentations or  
20 omissions of material fact from or entered into agreements with Dollar in California.

21 79. Such acts of Dollar as described above, and each of them, constitute deceptive,  
22 misleading or "fraudulent" business practices under California Business & Professions Code  
23 § 17200, *et seq.*

24 80. As more fully described herein, Dollar's uniform failure to inform consumers  
25 about the true nature of its practices and its uniform misrepresentations and omissions of material  
26 fact that California consumers would be charged for unwanted add-on products by Dollar, as  
27 were made to consumers such as Ms. McKinnon here in California during the on-line reservation  
28 and confirmation process, and/or failing to provide the signage required by law to consumers

1 such as Ms. Tool, Ms. Basker, Mr. Tien and Mr. Cabello when they picked up their rental  
2 vehicles in California, are likely to deceive members of the Class regarding their rights. Dollar's  
3 misrepresentations as set forth above, or omissions of fact they were bound to timely and  
4 conspicuously disclose based on either their statutory obligations or other statements they made,  
5 were material and were a substantial factor in Plaintiffs' and other Class members' decisions to  
6 engage in the subject transactions with Dollar. Plaintiffs and Class members would not have  
7 engaged in such transactions or paid the amounts they did had the true facts as set forth herein  
8 been timely disclosed and/or had not been actively misrepresented to them.

9         81. Additionally, Dollar's misrepresentations and omissions of material facts are  
10 likely to deceive consumers that the rates and amounts they were charged are being imposed in  
11 accordance with the law when they are not.

12         82. These UCL claims apply to wrongful conduct that occurs out-of-state (here the  
13 development of a nationwide program to dupe consumers and the misrepresentations or  
14 omissions at issue) but results in injury in California, regardless of the injured party's citizenship,  
15 such as with Ms. Tool, as well as based on the failure to provide signage as required by law  
16 and/or misleading advertisements, representations and agreements directly conveyed by Dollar to  
17 consumers in California that they would be charged certain amounts with no disclosure of any  
18 potential limitations or as required by California law, when in fact they are later charged  
19 substantially higher amounts, such as with Ms. McKinnon, Ms. Basker, Mr. Tien and Mr.  
20 Cabello, as set forth in detail above.

21         83. As a result of Dollar's violations of the UCL, Plaintiffs and members of the Class  
22 are entitled to equitable relief in the form of full restitution of all monies paid for unwanted  
23 products and products and services charged for in violation of law, disgorgement of the profits  
24 derived from Dollar's fraudulent business acts and practices.

25         84. Plaintiffs also seek an order enjoining Dollar from such present, threatened and  
26 future conduct as set forth herein.

27         85. THEREFORE, Plaintiffs pray for all relief as set forth below as applicable to this  
28 cause of action and the members of the Class.

1 **FOURTH CAUSE OF ACTION**

2 **Violation of California Civil Code § 1750, et seq. –**  
3 **Consumers Legal Remedies Act**

4 86. Plaintiffs incorporate by reference each of the preceding paragraphs as though  
5 fully set forth herein. This cause of action is asserted by Plaintiffs on behalf of all Class  
6 members who rented vehicles from Dollar or who received misrepresentations from or entered  
7 into agreements with Dollar in California.

8 87. Plaintiffs and members of the Class are consumers insofar as they obtained the  
9 goods and services in question for personal, family or household purposes. Dollar’s offering of  
10 the vehicles and add-on products in question at car rental locations in California constitute  
11 transactions involving a “good” or a “service” in that a significant component of the contracts in  
12 question consist of tangible goods, work, labor or services provided in connection therewith. In  
13 addition, Dollar’s representations as to how much it would charge California consumers through  
14 the reservation and confirmation process, such as set forth in detail above by Plaintiffs, and in  
15 Ex. 1 hereto, are also transactions that are undertaken by Dollar that are intended to result, or  
16 which actually result, in the lease of vehicles by California consumers (whether in California or  
17 elsewhere), and thus are also governed by the provisions of the CLRA. Such transactions are  
18 initiated, agreements are made that include the rates to be charged and represent the amounts  
19 consumers will be charged, personal information is requested, and the confirmation and  
20 acceptance of such terms is provided in California.

21 88. Dollar has violated and continues to violate the CLRA by engaging in the  
22 following deceptive practices in connection with the transactions in question and which resulted,  
23 or were intended to result, in the sale of such services by, *inter alia*:

24 (a) Representing that services have sponsorship, approval, characteristics,  
25 uses or benefits which they do not have or that a person has a sponsorship, approval,  
26 status, affiliation, or connection which he or she does not have;

27 (b) Representing that a transaction confers or involves rights, remedies, or  
28 obligations which it does not have or involve (such as misquoting rate amounts), or

1 which are prohibited by law (such as the requirements set forth in Cal. Civ. Code §  
2 1936);

3 (c) Advertising services with the intent not to sell them as advertised;

4 (d) Representing that the subject of a transaction has been supplied in  
5 accordance with a previous representation when it has not; and

6 (e) Inserting unconscionable provisions in contracts.

7 89. Plaintiffs and other members of the Class, in entering into such transactions  
8 and/or making decisions to enter into such transactions based on misrepresentations and  
9 omissions of material fact as set forth above, and thereafter being charged the amounts they were  
10 for services they did not want or properly consented to being charged for, reasonably acted in  
11 response to Dollar's representations as set forth above, or would have considered the omitted  
12 facts detailed herein material in connection therewith. Plaintiffs and members of the Class have  
13 suffered damage as a result of the wrongful acts and practices of Dollar set forth herein and/or  
14 expended time and resources in connection with and as a result of the acts and practices set forth  
15 above in an attempt to avoid the consequences of such conduct.

16 90. Written notice pursuant to the provisions of the CLRA was provided to Dollar by  
17 Plaintiff McKinnon on behalf of all Class members on June 6, 2012, and similarly by Plaintiff  
18 Tool on January 13, 2013 and March 10, 2013. Dollar ignored Ms. McKinnon's letter, and  
19 ignored or expressly rejected Ms. Tool's letters on March 26, 2013. As Dollar failed to provide  
20 all requested relief in response to these letters, members of the Class are entitled to general,  
21 actual, consequential, statutory and/or exemplary damages to the extent permitted under the  
22 CLRA and Civ. Code § 3345. As a result of Dollar's violations of the CLRA, members of the  
23 Class are also entitled to equitable relief in the form of full restitution of all monies paid, an  
24 injunction to prevent Dollar from continuing to engage in present or imminent conduct as set  
25 forth above, disgorgement of the profits derived from Dollar's illegal business acts and practices,  
26 payment of attorneys' fees and reimbursement of expenses, and all other applicable relief as set  
27 forth below.

28 ///

**FIFTH CAUSE OF ACTION**

**Violation of Okla. Stat. 15 § 751, et seq. - Oklahoma Consumer Protection Act**

91. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein. This cause of action is asserted by Plaintiff McKinnon only on behalf of all Class members who rented vehicles from Dollar or who received misrepresentations from or entered into agreements with Dollar in Oklahoma.

92. Okla. Stat. 15 § 753 states:

A person engages in a practice which is declared to be unlawful under the Oklahoma Consumer Protection Act . . . when, in the course of the person’s business, the person:

\*\*\*

11. Makes false or misleading statements of fact, knowingly or with reason to know, concerning the price of the subject of a consumer transaction or the reason for, existence of, or amounts of price reduction;

\*\*\*

20. Commits an unfair or deceptive trade practice as defined in Section 752 of this title; . . . .

93. Okla. Stat 15 § 752(13) states:

“Deceptive trade practice” means a misrepresentation, omission or other practice that has deceived or could reasonably be expected to deceive or mislead a person to the detriment of that person. Such a practice may occur before, during or after a consumer transaction is entered into and may be written or oral; . . . .

94. Dollar’s conduct, as described above, violates the Oklahoma Consumer Protection Act as Dollar’s representatives knowingly or with reason to know made false and misleading statements, and engaged in deceptive trade practices concerning improperly adding LDW, insurance and other options to the final cost of the car rental contrary to its initial material representations and agreements as set forth throughout this Complaint and without obtaining the proper or actual consent of Plaintiff McKinnon and other members of the Class to whom Oklahoma law would apply, thereby violating Okla. Stat. 15 § 753(11) and (20). Such conduct was the result of a common scheme apparently approved or not challenged, despite having notice thereof, out of Dollar’s corporate headquarters in Oklahoma.



1 incorporated herein by reference. As to any such agreements entered into in California, the  
2 above-cited provisions of Cal. Civ. Code § 1936 are also incorporated by law into such  
3 agreements.

4         101. Whether by common law or statute, all such agreements impose upon each party a  
5 duty of good faith and fair dealing. Good faith and fair dealing, in connection with executing  
6 contracts and discharging performance and other duties according to their terms, means  
7 preserving the spirit—not merely the letter—of the bargain. The parties to a contract are  
8 mutually obligated to comply with the substance of their agreements and the benefit of their  
9 initial bargains in addition to its form, and not engaging in any conduct in violation of applicable  
10 law in doing so. Tricking and misrepresenting the boxes for consumers to check to attempt to  
11 claim consumers ordered unwanted products and services, inputting their signature without  
12 authorization, and evading the spirit of their advance bargain and agreement constitute examples  
13 of bad faith in the performance of contracts. Moreover, the manner in which other contractual  
14 terms Dollar claims also govern the parties’ relationship are actually presented -- the electronic  
15 pad is dark and hard to read and presented in a manner that makes it extremely difficult to read  
16 and is quickly clicked through, the print out that supposedly contains some of these provisions is  
17 printed in small font on small receipt-like paper, folded and tucked inside an envelope, and the  
18 package is uniformly provided after the fact after the Class member has been directed to check  
19 the boxes on an electronic screen that Dollar later claims obligates them to pay for LDW and the  
20 other add-ons at issue – makes the manner of its actual presentation meaningless and inconsistent  
21 with the obligation of Dollar to act in good faith and deal fairly in providing disclosures in the  
22 manner required by law. Add to this the consumer is not presented in writing the language that  
23 the agent has asked them to “agree to” on the electronic screen, except for a dimly lit small  
24 screen where additional terms are hurriedly presented with directives to simply check where  
25 indicated. Subterfuge, evasion and presentation in a manner that undermines, if not violates,  
26 what the law requires to be included in such agreements as set forth in detail above and violates  
27 the obligation of good faith in performance even when Dollar believes its conduct to be justified.  
28 Bad faith may be overt or may consist of inaction, and fair dealing requires more than honesty.



1           102. Dollar has breached the agreements referred to herein by failing to provide  
2 consumers the benefit of their initial bargains as set forth in the initial agreements as agreed upon  
3 by the parties, by charging consumers more than the parties originally agreed, by tricking and  
4 misrepresenting the boxes for consumers to check to attempt to claim consumers ordered  
5 unwanted products and services in addition to what was initially agreed, inputting their signature  
6 without authorization, or by not providing legally required contractual disclosures in a timely,  
7 clear and conspicuous manner.

8           103. Dollar has also separately breached the implied covenants of good faith and fair  
9 dealing incorporated into all such agreements by taking the above actions, which frustrate  
10 consumers' rights to the benefits of their initial agreements with Dollar through the system-wide  
11 implementation of the policies and practices set forth above and Dollar's failure to correct them  
12 despite being placed on notice at its corporate headquarters these practices are taking place  
13 nationwide. Any discretion to impose such charges under such agreements must be exercised in  
14 good faith, which for the reasons set forth above, Dollar has failed to do. Such conduct thus  
15 unlawfully interfered with Plaintiffs' and Class members' rights to receive the benefits of their  
16 initial agreements.

17           104. Plaintiffs and members of the Class have performed all, or substantially all, of the  
18 obligations imposed on them under the agreements at issue or were excused from having to do so  
19 based on the illegal nature of the charges in question. Through previous demands they have  
20 demanded Dollar rectify such breaches of agreements, which demands have been ignored or  
21 refused.

22           105. Plaintiffs and members of the Class have been harmed and sustained damages as a  
23 result of Dollar's breaches of agreement and the covenants of good faith and fair dealing,  
24 entitling them to both rescission in terms of the overcharges in question and actual,  
25 compensatory and exemplary damages as appropriate.

26 ///

27 ///

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **Declaratory Relief**

3 106. Plaintiffs incorporate by reference each of the preceding paragraphs as though  
4 fully set forth herein.

5 107. An actual controversy over which this Court has jurisdiction now exists between  
6 Plaintiffs, members of the Class and Dollar concerning their respective rights, duties and  
7 obligations under the parties' various agreements. Plaintiffs desire a declaration of rights under  
8 the agreements asserted herein, which declaration may be had before there has been any breach  
9 of such obligation in respect to which such declaration is sought.

10 108. Plaintiffs and Class members may be without adequate remedy at law, rendering  
11 declaratory relief appropriate in that:

12 (a) relief is necessary to inform the parties of their rights and obligations  
13 under the agreements asserted herein;

14 (b) damages may not adequately compensate Class members for the injuries  
15 suffered, nor may other claims permit such relief;

16 (c) the relief sought herein in terms of ceasing such practices may not be fully  
17 accomplished by awarding damages; and

18 (d) a judicial declaration is necessary and appropriate at this time and under  
19 these circumstances so the parties may ascertain their respective rights and duties.

20 109. Plaintiffs request a judicial determination and declaration of the rights of Class  
21 members, and the corresponding responsibilities of Dollar, relating to the charges at issue herein.  
22 Plaintiffs also request an order declaring Dollar was obligated to not charge for, collect and  
23 retain the illegal and unconscionable fees in question and/or to pay restitution and pay over all  
24 funds Dollar wrongfully acquired either directly or indirectly as a result of the illegal conduct  
25 alleged herein to all members of the Class as appropriate.

26 ///

27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **Unjust Enrichment**

3 110. Plaintiffs incorporate by reference each of the preceding paragraphs as though  
4 fully set forth herein.

5 111. Dollar received money in sums certain from Plaintiffs and Class members in the  
6 form of revenues and profits for unwanted and/or not properly charged add-on services for which  
7 Plaintiffs and Class members were charged. Dollar accepted or retained these economic benefits  
8 with awareness that Plaintiffs and members of the Class improperly had such charges imposed  
9 upon them, for the reasons set forth above.

10 112. Allowing Dollar to retain the benefits conferred by Class members under these  
11 circumstances is unjust and inequitable. Under common law principles of unjust enrichment,  
12 such excess monies must in equity and good conscience be returned to Plaintiffs and members of  
13 the Class.

14 113. As a result of Dollar's illegal enrichment in violation of these common law  
15 principles, Plaintiffs and the Class have suffered harm and thus seek an order for disgorgement  
16 and restitution of Dollar's excess revenues, profits and other benefits retained in violation of  
17 applicable law.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs pray for judgment as follows, as appropriate for the particular  
20 causes of action:

21 1. Certification of the Class, certifying Plaintiffs as representatives of the Class, and  
22 designating their counsel as counsel for the Class;

23 2. For declaratory relief declaring the rights and responsibilities of the parties and  
24 that Dollar has committed the violations of law alleged herein;

25 3. For an injunction prohibiting Dollar from engaging in the unlawful conduct  
26 alleged herein;

27 4. For actual, compensatory, statutory and/or exemplary damages, the amount of  
28 which is to be determined at trial;



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sgarrett@whatleykallas.com  
2001 Park Place North  
1000 Park Place Tower  
Birmingham, AL 35203  
Tel: (205) 488-1200  
Fax: (800) 922-4851

Attorneys for Plaintiffs

# EXHIBIT 1



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**SIGN UP**

Follow Dollar On:



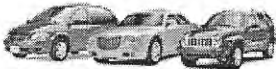
**SESSION EXPIRED**

We are sorry but your session has expired. Please begin again.  
(Comments Common300)

Pick-up:

Return:  Return to different location.

Car:



**GET RATES**

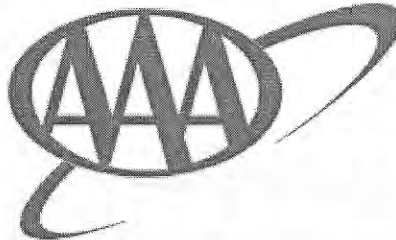
Promo Code:

Corporate:



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Receive 10% off on a Standard car when you pay with any American Express® card in the U.S. through May 31, 2013.

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**Dollar International**

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**Lock Low and Go**

Book now at a rate equal to a Compact car and we guarantee you a Compact car or larger vehicle.

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**All-NEW exclusive deal  
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Reservation Status

Car and Rate

Step 2 of 4

TIME & PLACE Change

**Pick-up**  
SAN FRANCISCO  
INTERNATIONAL AIRPORT  
San Francisco, CA  
Fri Aug. 09, 2013 at noon

**Return**  
Same as Pick-up  
Fri Aug. 16, 2013 at noon

CAR & RATE





























Select a vehicle now!

Car Options

Not completed yet

Book the Car

Not completed yet

Car Type	Description	Base Rate* U.S. DOLLAR (USD)	Select
<b>Economy</b> Details	 Kia Rio (or similar) 	<b>\$316.28</b> / week \$316.28 total*	
<b>Compact</b> Details	 Ford Focus (or similar) 	<b>\$324.87</b> / week \$324.87 total*	
<b>Lock Low &amp; Go</b> Details	 Compact car or Larger (We pick the vehicle) 	<b>\$324.87</b> / week \$324.87 total*	
 <b>CITY SPECIAL: Check for special rates on your dates in San Francisco, California</b>			
<b>Mid-size</b> Details	 Dodge Avenger (or similar) 	<b>\$333.49</b> / week \$333.49 total*	
<b>Standard</b> Details	 Mitsubishi Galant (or similar) 	<b>\$340.19</b> / week \$340.19 total*	
<b>Full-size</b> Details	 Nissan Altima (or similar) 	<b>\$349.74</b> / week \$349.74 total*	
<b>Premium</b> Details	 Ford Crown Victoria (or similar) 	<b>\$644.31</b> / week \$644.31 total*	
<b>Luxury</b> Details	 Buick LaCrosse (or similar) 	<b>\$685.49</b> / week \$685.49 total*	
<b>Standard SUV</b> SUV Details	 Jeep Grand Cherokee Laredo (or similar) 	<b>\$1,319.99</b> / week \$1,319.99 total*	
<b>Full-size SUV</b> SUV Details	 Chevrolet Traverse (or similar) 	<b>\$1,649.99</b> / week \$1,649.99 total*	
<b>Premium SUV</b> SUV Details	 Chevrolet Suburban LS (or similar) 	<b>\$1,979.98</b> / week \$1,979.98 total*	
<b>Minivan</b> Van Details	 Dodge Caravan (or similar) 	<b>\$1,249.49</b> / week \$1,249.49 total*	
<b>Mid-size Van</b> Van Details	 Dodge Caravan (or similar) 	<b>\$1,249.49</b> / week \$1,249.49 total*	
<b>Full-size Van</b> Van Details	 Ford E-350 (or similar) 	<b>\$1,271.99</b> / week \$1,271.99 total*	
<b>Standard Convertible</b>	 Ford Mustang Convertible (or similar) 	<b>\$850.00</b> / week \$850.00 total*	



Convertible  
Details

- \*Taxes, fees and surcharges not included
- ▶ Important Local Policy Information

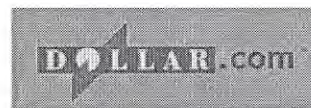
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## Reservation Status

TIME & PLACE [Change](#)

**Pick-up**  
SAN FRANCISCO  
INTERNATIONAL AIRPORT  
San Francisco, CA  
Fri Aug. 09, 2013 at noon

**Return**  
Same as Pick-up  
Fri Aug. 16, 2013 at noon

CAR & RATE [Change](#)

**Car Class:**  
Economy Kia Rio (or similar)

**Rental Time:**  
1 Week at \$316.28 per week.  
Unlimited mileage.

**Total Base Rate** \$316.28

**Car Options**

You are here

Book the Car

Not completed yet

### Totals

Apt Conc Recov Fee	\$35.14
County Rental Tax	\$9.29
State Tax	\$31.63
Tourism Surcharge	\$8.22
Transaction Fee	\$20.00

**Total Est. Mandatory Charges** \$104.28

**Est. Grand Total** \$420.56

## Options

Step 3 of 4

Your Car Choice : Economy Kia Rio (or similar)

- 4-door
- Automatic transmission
- Central Locking System
- AM/FM/CD Stereo Radio
- Power Steering / Brakes / Windows



1 Week at \$316.28 per week.  
Unlimited mileage.

Rate Code: RCUW5

**Weekly Rate\* \$316.28**  
Total Base Rate \* \$316.28  
U.S. DOLLAR (USD)



Specific make/model and/or availability may vary by location.  
This vehicle represents its manufacturer's base model.

[See More Cars](#)

## Enhance Your Trip

Other travelers renting chose the following options. Select the options you would like to include for your trip.



**Car Seat (Infant)**  
Choose an infant seat for a safer trip. \$12.00 Per Day  
[more information](#)



**Car Seat (Toddler)**  
Choose a toddler seat for a safer trip. \$12.00 Per Day  
[more information](#)



**Hand Controls (Left)**  
Hand Controls require 48 hour advance notice and special handling. Please call us at 1-800-800-4000 to confirm this option. \$0.00 Per Week



**Hand Controls (Right)**  
Hand Controls require 48 hour advance notice and special handling. Please call us at 1-800-800-4000 to confirm this option. \$0.00 Per Week



**Navigation System**  
Point-to-point directions so you won't get lost. \$13.99 Per Day  
[more information](#)





**Pass24**  
Electronic Tollways mean no cash accepted. Select this option for the perfect solution. \$10.95 Per Day  
[more information](#)

## Protect Your Assets

Look at the following protection packages that will be available when you pick up your vehicle.



### Our Best Protection Value

Cover all the bases.

- Loss Damage Waiver (LDW)
- Supplemental Liability Insurance
- Uninsured/Underinsured Motorist Protection
- Personal Protection Plan
- RoadSafe® 24-hour Roadside Assistance
- Zero financial responsibility for the vehicle
- Zero out-of-pocket expenses
- Up to \$1 million dollars in liability and underinsured motorist coverage

- Cash payment for property loss and accidental injury or death
- [more information](#)



**Our Most Popular Protection**

Because your own insurance or credit card may not be enough.

- Loss Damage Waiver (LDW)
- Supplemental Liability Insurance
- Uninsured/Underinsured Motorist Protection
- Zero financial responsibility for the vehicle
- Zero out-of-pocket expenses
- Up to \$1 million in liability and underinsured motorist coverage

[more information](#)



**Our Basic Protection Package**

Basic protection for a hassle-free trip.

- Loss Damage Waiver (LDW)
- RoadSafe® 24-hour Roadside Assistance
- Zero financial responsibility for the vehicle
- Zero out-of-pocket expenses

[more information](#)

These protection packages are only available at US Corporate Locations and at participating licensee locations. Ask the counter for the availability of any of the packages.

Don't worry. You can change your rental options at any time, online or at the counter.



▶ Important Local Policy Information

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### Reservation Status

TIME & PLACE [Change](#)

**Pick-up**  
 SAN FRANCISCO  
 INTERNATIONAL AIRPORT  
 San Francisco, CA  
 Fri Aug. 09, 2013 at noon

**Return**  
 Same as Pick-up  
 Fri Aug. 16, 2013 at noon

CAR & RATE [Change](#)

**Car Class:**  
 Economy Kia Rio (or similar)

**Rental Time:**  
 1 Week at \$316.28 per week.  
 Unlimited mileage.

**Total Base Rate \$316.28**

Car Options [Change](#)

Not Selected

Book the Car

You are here

### Totals

Apt Conc Recov Fee	\$35.14
County Rental Tax	\$9.29
State Tax	\$31.63
Tourism Surcharge	\$8.22
Transaction Fee	\$20.00

**Total Est. Mandatory Charges \$104.28**

**Est. Grand Total \$420.56**

### Book the Car

Step 4 of 4

#### Your Personal Information (Required)

Please provide your personal information. This information will be sent securely.

**First Name**  **Last Name**

**E-mail Address**  Used to send you an E-mail confirmation

**Phone Number**  Include area code & number. US example: 800-555-5555 International include country code: 01-44-555-123456

I want to receive special offers from Dollar through email.

#### Credit Card

No credit card is required now; but a credit card will be required at the counter. For details, see "Local Policy Information" below.

#### Your Car Choice:

Economy Kia Rio (or similar)



1 Week at \$316.28 per week. Unlimited mileage.

Rate Code: RCUW5

#### Weekly Rate\* \$316.28

Total Base Rate\* \$316.28  
U.S. DOLLAR (USD)

#### Rate Details

Apt Conc Recov Fee	\$35.14
County Rental Tax	\$9.29
State Tax	\$31.63
Tourism Surcharge	\$8.22
Transaction Fee	\$20.00
<b>Total Est. Mandatory Charges</b>	<b>\$104.28</b>

Est. Grand Total **\$420.56**

[RESERVE NOW](#)

### Options & Information

#### Loyalty Programs (Optional)

**Loyalty Program**

**Member #**

**Arriving Airline**

**Flight #**

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# EXHIBIT 2



SOUTHWEST.COM

# Thank you for your purchase!

Tulsa, OK

## New Purchases in Trip

<b>Car</b>
Confirmation #Q2665258
<b>Dollar</b> Pickup: Tulsa, OK - TUL Dropoff: Tulsa, OK - TUL Thursday, March 29, 2012 - Friday, April 13, 2012
<b>Car Total: \$476.27</b>

Amount Paid  
\$0.00

Amount Remaining  
\$476.27

Trip Total  
\$476.27

MAR 29  
THU

03/29/12 - Tulsa

## New purchases added to your trip.

### CAR

Dollar - Compact - Tulsa

03/29/2012 - 04/13/2012

Driver: Sandra Mckinnon

Rapid Rewards Number: [00000000000000000000](#)

Confirmation # Q2665258

Pickup MAR 29 Tulsa, OK - TUL Thursday, March 29, 2012 7:00 PM	Dollar Rental Counter and Car are both at the Airport Terminal.	Car Description Compact car: Ford Focus
Dropoff APR 13 Tulsa, OK - TUL Friday, April 13, 2012 12:30 PM		

Rate Breakdown	Base Rate	Mileage	Taxes & Fees
Weekly Rate: 2 week(s) @ \$147.56 1 extra day(s) @ \$20.69	\$315.81	Unlimited	\$160.46

**Car Total**  
**\$476.27**

Includes approximate taxes and fees

The minimum rental age is 25 years old on most rentals.

All drivers must have a major credit card and a valid driver's license in the driver's name.

Additional taxes, surcharges or fees may apply.

**View vendor terms and conditions**

- Driving Restriction: Driving is restricted to the continental United States.
- Gasoline Policy: Return the vehicle with a full tank of gas to avoid refueling charges.
- Renter Qualifications: A valid driver's license in the customer's own name must be presented at the time of pick up. Minimum age is 21 on all vehicles. Renters under 25 may be subject to an additional fee.
- Additional Authorized Drivers: Additional drivers must qualify with a valid driver's license in their own name. There may be charges for additional drivers.
- Frequent Flyer Surcharge: When the renter chooses to receive Frequent Flyer miles, we will collect a Frequent Flyer surcharge, not to exceed \$1.50 per day, at the time of rental to offset a portion of the annual cost of participation in the Frequent Flyer program.
- Financial Information: A major credit/debit card in the renter's own name must be presented at the time of pick-up. Customers using debit cards to qualify to rent at the beginning of the rental will be subject to a debit card screening, which may impact the customer's credit evaluation. If the screening fails to meet our debit card criteria, the customer will be required to present a major credit card in order to qualify to rent. A hold will be placed on all credit/debit cards for the estimated amount of the rental plus 15% OR a minimum of \$350.00, whichever is greater. We will remove the hold at the end of the rental when the final charges are settled. Dollar does not accept the small key ring credit cards. In the event a customer presents the key ring credit card at the time of rental, the location may ask you to present the standard size credit card or another form of payment. Prepaid credit cards and gift cards are accepted for payment at the end of the rental when the final charges have been settled.
- Additional Information: Pick-up Instructions: Vehicles are located in the Underground Garage. Walk to the vehicle. After Hour Returns: Leave the vehicle at Dollar Car Rental. Note the mileage and gas reading on the rental jacket. Lock all doors and leave the keys in the drop box located at the counter/front door. Charges are final once contract is closed the next morning. Any changes to your reservation or rental may result in a change of rate or additional fees. For rentals 30 days or longer, the customer must return the vehicle for maintenance or to renew the contract every 30 days to the location. Reservations will be honored for 6 hours after original scheduled pick up time unless the location is closed. Customers with reservations who experience weather or mechanical delays with airlines will be accommodated.
- Non-smoking Fleet: This location has a 100% smoke-free fleet. For more details, please review the FAQ section on our web site....Test

Purchaser Name Sandra Mckinnon

Billing Address

Your Visa credit card ending in 4776 is being used to guarantee your car booking. Please remember to bring a valid credit card to present at the time of pickup.

Amount Paid  
\$0.00

Amount Remaining  
\$476.27

Trip Total  
\$476.27



# EXHIBIT 3

June 15, 2012

Mrs. Sandra McKinnon



Case ID: 1790233

Dear Mrs. McKinnon,

Thank you for notifying us of your recent experience with Dollar Rent A Car in Tulsa. We appreciate the opportunity to respond to your concerns.

Please accept my personal apology for any misunderstanding regarding the purchase of the Loss Damage Waiver. While we do expect our agents to produce the agreement in accordance with the verbal information provided to them, they are capable of making mistakes. Since it is ultimately the responsibility of the renter to read and accept the terms of the contract before signing, we strongly suggest our clients review the contract carefully before signing to accept. Our records indicate you initialed to accept the Loss Damage Waiver charge. I have included a copy of the signed agreement for your records. Since you had the full benefit of the coverage for the duration of your rental as well, we must respectfully decline your request for reimbursement of the Loss Damage Waiver.

We do value your business, Mrs. McKinnon. I am very sorry you are unhappy with the final resolution of your case. I hope you have a nice day.

Sincerely,

A handwritten signature in black ink that reads "Britni L. McNiel".

Britni McNiel  
Consumer Response Representative

06/15/12 10:03 AM  
1790233  
Sandra McKinnon

Dollar Rent A Car, Inc.  
5330 E. 31st Street  
P.O. Box 33167  
Tulsa, OK 74153-1167  
918-669-3000

Worldwide Reservations  
800-800-4000  
dollar.com



# EXHIBIT 4

RENTAL AGREEMENT

1. RENTERS AND DRIVERS: This agreement for the rental of a vehicle is between the person (or persons) who appears at the time of rental and signs the separate rental contract, as the renter, any additional authorized driver, ("you," "your," "renter," or "Authorized Driver") and the rental car company, identified in the contract doing business as Dollar Rent A Car ("us," "we," "our" or "Company"). You agree to comply with the terms, both printed and written, below and on the separate rental contract signed by the renter, which are incorporated herein, receipt of which you hereby acknowledge (collectively referred to as the "Agreement"). All Authorized Drivers are jointly and severally liable for the obligations under this Agreement. The rental vehicle (the "Vehicle") may be driven only by an Authorized Driver. If you are renting under a current Corporate Account Number (CAN) with us, your employer or co-employee may drive the Vehicle while acting within the scope of their employment duties. All Authorized Drivers warrant they satisfy our age requirements, have a valid driver's license and fulfill our other qualifications. No other persons are authorized to drive the Vehicle.

2. VEHICLE AND EQUIPMENT: PROHIBITED USES: Except for ordinary wear and tear, you agree to return the Vehicle and any equipment you acquire from us in the same condition you received it. You acquire no title to the Vehicle or equipment and no one, other than us, may transfer it. You will not repair the Vehicle or equipment without our consent. The Vehicle and equipment is in good overall condition with no apparent defects. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE VEHICLE OR EQUIPMENT FOR ANY PARTICULAR PURPOSE OR IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED DIRECTLY OR INDIRECTLY TO ANY BREACH BY US OF THIS AGREEMENT.

3. PROHIBITED USES: The Vehicle may not be used: (A) by other than an Authorized Driver; (B) to push or tow anything, carry persons or property for hire, in a race, test, contest, or for training activity; (C) for any illegal purposes, or in the commission of a crime; (D) while under the influence of alcohol or drugs; (E) to intentionally cause damage, or engage in willful, wanton or reckless misconduct (F) outside of our geographic driving restriction or in Mexico; (G) if it was obtained by fraud or misrepresentation. For purposes of this Agreement, willful, wanton or reckless misconduct includes, but is not limited to: (i) the unauthorized use of the Vehicle on other than regularly maintained hard surface roadways, private driveway or parking lots, which unauthorized use directly results in damage or loss to the Vehicle; (ii) use of unauthorized equipment on or in the Vehicle; (iii) adding to the theft of the Vehicle or failing to safeguard the keys and the Vehicle and if it is stolen or vandalized; (iv) returning the Vehicle to a closed location and the Vehicle is lost or damaged; (v) carrying passengers in the bed or cargo area of the Vehicle; (vi) a citation for a serious traffic violation as defined under state law; (vii) failure to use seat belts and child restraint seats where required; (viii) carrying or loading anything on the Vehicle; (ix) carrying passengers in excess of the number of seat belts in the Vehicle; and, (x) refueling the vehicle with the wrong type of fuel, i.e. diesel in gasoline engine vehicle or gasoline in diesel engine vehicle. ANY PROHIBITED USE OF THE VEHICLE IS A MATERIAL BREACH OF THIS AGREEMENT AND WILL VOID OR DEPRIVE YOU OF ALL BENEFITS, PROTECTION AND OPTIONAL COVERAGES. IF ANY, TO WHICH YOU WOULD HAVE OTHERWISE BEEN ENTITLED TO UNDER THIS AGREEMENT AND MAKES YOU RESPONSIBLE FOR ALL LOSS OF OR DAMAGE TO THE VEHICLE, THIRD PARTY CLAIMS, FINES, PENALTIES, ATTORNEY FEES AND COSTS.

4. DAMAGE OR LOSS: Unless you purchase LDW, you are absolutely liable and you agree to pay us for any loss of or damage to the Vehicle, even if someone else caused it or the cause is unknown, whether due to theft, fire, hail, flood, collision, vandalism, or any other cause. Your liability for the loss of or damage to the Vehicle will not exceed the full value of the Vehicle, plus actual towing and storage charges, loss of use, and diminution in value (which is the difference between the value of the Vehicle before the damage and the value of the Vehicle after the damage, regardless of whether the Vehicle is repaired or not). You will pay all rental charges through the date you report the incident if not returnable or the return date, whichever is later, plus any of our out of pocket expenses, a reasonable administrative fee and pro-rata license plate fees. Your personal insurance may or may not cover any loss. You should check with your own insurance carrier. If you make unauthorized repairs to the Vehicle, you agree to pay any cost to restore the Vehicle to the condition of the Vehicle at the time of rental. You agree to pay us any amount not covered by any insurance, credit, or charge card or other coverage you may have. However, your responsibility will not exceed those damages expressly permitted by the applicable law to this form of Agreement. You agree to pay us for the loss of or damage to any optional equipment or accessories rented from us in an amount up to our current replacement cost at vehicle make, if applicable, in the amount stated in the

5. LOSS DAMAGE WAIVER ("LDW"). A. If you accept LDW, we will waive your responsibility for loss of or damage to the Vehicle in full or in part depending on the LDW option plan accepted. The LDW options include: (1) LDW1: a waiver for 100% of loss and damage ("Full Waiver Option"); (2) LDW2: a waiver for all less and damage up to the first \$500 (the "\$500 Waiver Option"); and (3) LDW3: a waiver for all loss and damage up to the first \$3,000 (the "\$3,000 Waiver Option"). LDW2 and LDW3 are not available at all locations. B. LDW IS NOT INSURANCE. LDW DOES NOT APPLY IF: (1) YOU USE OR OPERATE THE VEHICLE IN VIOLATION OF THE PROHIBITED USE SECTION OF THIS AGREEMENT; (2) YOU FAIL TO REMOVE AND SECURE THE KEYS, OR CLOSE OR LOCK ALL WINDOWS, DOORS AND TRUNK AND THE VEHICLE IS STOLEN OR VANDALIZED; (3) YOU FAIL TO IMMEDIATELY FILE AND REPORT ANY ACCIDENT, THEFT OR VANDALISM INVOLVING THE VEHICLE TO US AND TO THE POLICE, AND COMPLETE OUR DAMAGE/ACCIDENT REPORT; (4) YOU FAIL TO PAY THE CHARGES UNDER THIS AGREEMENT; (5) IMPROPER INSTALLATION OF ADDITIONAL EQUIPMENT, I.E. SNOW CHAINS, WHICH RESULTS IN DAMAGE TO THE VEHICLE; AND (6) WHEN OTHER EXCLUSIONS ARE ALLOWED BY STATE LAW. LDW DOES NOT APPLY IN MEXICO. LDW does not apply to optional equipment or accessories rented from us unless otherwise noted on the Agreement.

BEFORE DECIDING WHETHER TO PURCHASE LDW, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE. LIKEWISE, COVERAGE MAY BE PROVIDED UNDER CREDIT CARDS ISSUED TO YOU AND YOU SHOULD DETERMINE THE EXISTENCE OF SUCH COVERAGE, ALONG WITH THE TERMS AND SCOPE OF SUCH COVERAGE. THE PURCHASE OF LDW IS NOT MANDATORY AND MAY BE DECLINED.

THE CHARGE FOR LDW MAY VARY BY DOLLAR LOCATION. LDW CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOU AGREE TO REVIEW THE DAILY CHARGE OF LDW AND THE ESTIMATED TOTAL CHARGE FOR LDW FOR YOUR RENTAL PRIOR TO ACCEPTING LDW.

6. RETURNING AND REPOSSESSING THE VEHICLE. You agree to return the Vehicle to the renting location on the date and time listed in the Agreement, or sooner if we request. If you fail to return the Vehicle or any equipment and accessories on time, you will pay us all of our expenses and charges, including a Drop Fee. You are responsible for the Vehicle until we have inspected and accepted it, including any Vehicle returned to a closed location. Furthermore, we have the right to notify law enforcement authorities that the Vehicle is stolen or missing if you fail to return it on the date and time due. We also have the right to monitor the Vehicle through remote tracking devices or otherwise and locate, disable and repossess the Vehicle at your cost and without notice to you if it is being used in violation of the law, illegally parked, apparently abandoned, overdriven, or is being used in breach of the geographic driving restrictions of the rental, the payment obligations or other terms of this Agreement.

7. REFUELING OPTIONS. You must refill the gas tank of the vehicle within a 10 mile radius of the rental return facility and present a fuel receipt to avoid a refueling charge unless you choose the Prepaid Fuel Option. If you accept our Prepaid Fuel Option, you will be charged a flat fee for the full tank of fuel in the Vehicle at the beginning of the rental and you will have no obligation to return the Vehicle with a full tank of fuel. At most of our locations the prepaid fuel charge is calculated by multiplying the stated rate per gallon charge listed in the Agreement by the manufacturer's specified fuel tank capacity for the Vehicle. There is no credit or refund given for any fuel in the tank at the end of the rental. The Refueling Service Charge is based on the estimated number of gallons needed to refill the fuel tank multiplied by the rate per gallon charge listed in the Agreement. We may use different methods of estimating the number of gallons needed to refill the tank and these methods of estimation necessarily rely on human judgment. You acknowledge and agree that this charge is based in part on an estimate. Most of our locations estimate the number of gallons needed to refill the gas tank either (1) by reading the fuel gauge to estimate the approximate amount of fuel needed to refill the tank (for example, one-half tank), add, multiplying that number by the manufacturer's specified fuel tank capacity, or (2) if you did not purchase any fuel during the rental, by reading the odometer to determine the amount of miles driven during the rental and dividing that number by the Vehicle's estimated average fuel efficiency (miles per gallon) based on the manufacturer's fuel efficiency specifications.

8. PERSONAL PROPERTY. We are not responsible for any loss or damage to any of your or your passenger's property left, stored, or transported in or on the Vehicle, our members or in or on any other Vehicle belonging to us. You agree to

9. THE CHARGES: You agree to pay us for all charges under this Agreement, including, but not limited to: (A) Time and mileage charges: These charges are at the rate in the Agreement. TIME CHARGES ARE BASED ON A 24-HOUR RENTAL DAY STARTING AT THE TIME OF RENTAL. The minimum charge is one day, plus mileage. The number of miles driven is determined by the odometer readings at the beginning and end of the rental. You will pay for each hour and/or any part of an hour in excess of a rental day until the Vehicle is returned, up to the applicable daily rate. You will be charged a one-time "early return" fee if you return the vehicle more than 24 hours prior to the return date and time on the rental agreement; and, you will be charged a per day return fee if you return the vehicle more than 24 hours after the return date and time on the rental agreement up to a maximum of 5 rental days. If you do not comply with the conditions applicable to the rate, including any geographic driving restrictions, a mileage charge, surcharge or other rates may apply. Optional products: You will pay us the daily rate for each day or partial day of any optional products accepted at the beginning of the rental, such as the Damage Waiver (LDW), Supplemental Liability Insurance (SLI), Uninsured/Underinsured Motorist Protection (UMP), Personal Protection Plan (PPP), Emergency Vehicle Service Protection (ESP). The cost, terms, availability and/or provider may vary from location to location. The optional products offered by us may duplicate coverage provided by your personal automobile insurance or insurance you may have through another source. Purchase of optional products is not required to rent the Vehicle. (C) Other charges: You will pay us the following fees, if applicable: (i) Fuel charges: Unless you choose the Prepaid Fuel Option at the beginning of the rental, you must refill the gas tank of the Vehicle within a 10-mile radius of the rental return facility and present a fuel receipt to avoid a refueling charge. (ii) Taxes, fines, and expenses: amounts due for sales, use, excise and other taxes; parking/moving violations; traffic fines; toll evasion penalties or a per day toll evasion charge for any tolls bypassed by you during the rental ("Citations"); plus a \$25 handling fee. (iii) Citation and other penalties: fines, attorney fees, court costs, collection or other expenses which are due because of your use of the Vehicle. (iv) Other charges: In addition to the daily rate, you will be charged a per day underage fee if you are under the age of 25, a Drop Charge or other charges if you return the Vehicle to a location that is not the renting location, for lost keys locked in the Vehicle, and for excessive stains, dirt, pet hair, or violations of our smoking in vehicle policy. (v) Related fees: Airport concession recovery fees, off-airport fees, consolidated facility charges, frequent flyer surcharge, vehicle license recoupment fees (the estimated average per day per Vehicle of our total annual Vehicle licensing, titling, and registration costs), vehicle license fee recoupment fees, governmental recoupment fees or other fees. (vi) Damage and loss: Loss of or damage to the Vehicle including any and all amounts not paid by your insurance, credit, charge card or other coverage may have available to you plus any out of pocket expenses, a reasonable administrative fee, attorney fees, court costs, collection costs and other expenses which are due because of your use of the Vehicle. (vii) Equipment & Services: Optional equipment and accessories provided by us, including, but not limited to child passenger restraint seats, ski racks, GPS systems and electronic bypass services ("Pass24"). If you ask for other services or equipment from additional charges may apply. The separate brochures, which are incorporated herein, receipt of which you hereby acknowledge, explain the available product, fuel services, equipment, services & accessories.

10. PAYMENT OF CHARGES: If you pay for the charges with a credit, debit charge card (a "card") you consent to the reservation or authorization of the card with the card issuer at the beginning of the rental an amount which is greater than the estimated charges or the amount stated on the Agreement. You authorize us to charge your card for any unpaid obligations or other fines/penalties assessed against you during the rental or our minimum toll evasion charge plus a handling fee per citation. You also consent to allow us to debit your credit information about you from any credit agencies we may contact. If you pay by a check, which is returned unpaid, you will pay an additional charge not paid on time are subject to a late fee applied monthly, which is the lesser of: (i) 2% per month; or (ii) the highest rate of interest permitted by applicable law to this form of Agreement. Any cash and credit card deposits will be applied toward unpaid charges incurred under the Agreement. Except as provided herein, charges will continue to accrue until the Vehicle is returned and inspected by us, or if stolen, until you have filed a report with the police and us. All charges are subject to final audit. If errors are discovered, you will pay the corrected amount due and we are authorized to correct the charges with the card issuer.

11. RENTERS' THIRD PARTY LIABILITY RESPONSIBILITY. Where permitted by law, we do not provide you any third-party liability protection covering

Open flap for Damage/Incident Report

OUT BILITY WAIVER

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The person (or persons) who appears at the time of rental and signs the separate rental contract as the renter, any additional authorized driver ("you", "your", "rental" or "Authorized Driver"), and the rental car company identified in the contract driving business as Dollar Rent A Car ("us", "we", "our" or "Company"). You agree to comply with the terms, both printed and written, below and on the separate rental contract signed by the renter, which are incorporated herein, receipt of which you hereby acknowledge (collectively referred to as the "Agreement"). All Authorized Drivers are jointly and severally liable for the obligations under this Agreement. The rental vehicle (the "Vehicle") may be driven only by an Authorized Driver if you are renting under a current Corporate Account Number (CDF) with your employer or co-employees may drive the Vehicle while acting within the scope of their employment duties. All Authorized Drivers warrant they satisfy our age requirements, have a valid driver's license and fulfill our other qualifications. No other persons are authorized to drive the Vehicle.

**2. VEHICLE AND EQUIPMENT; PROHIBITED USES.** Except for ordinary wear and tear, you agree to return the Vehicle and any equipment you acquire from us in the same condition you received it. You acquire no title to the Vehicle or equipment and, other than us, may transfer it. You will not repair the Vehicle or equipment without our consent. The Vehicle and equipment is in good overall condition with no apparent defects. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE VEHICLE OR EQUIPMENT FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED DIRECTLY OR INDIRECTLY TO ANY BREACH BY US OF THIS AGREEMENT.

**3. PROHIBITED USES:** The Vehicle may not be used: (A) by other than an Authorized Driver; (B) to push or tow anything, carry persons or property for hire, in a race, test, contest, or for training activity; (C) for any illegal purposes, or in the commission of a crime; (D) while under the influence of alcohol or drugs; (E) to intentionally cause damage, or engage in willful, wanton or reckless misconduct; (F) outside of our geographic driving restriction or in Mexico; (G) if it was obtained by fraud or misrepresentation. For purposes of this Agreement, willful, wanton or reckless misconduct includes, but is not limited to: (i) the unauthorized use of the Vehicle on other than regularly maintained hard surface roadways, private driveways or parking lots, which unauthorized use directly results in damage or loss to the Vehicle; (ii) use of unauthorized equipment on or in the Vehicle; (iii) riding in the front of the Vehicle or failing to safeguard the keys and the Vehicle and it is stolen or vandalized; (iv) returning the Vehicle to a closed location and the Vehicle is lost or damaged; (v) carrying passengers in the bed or cargo area of the Vehicle; (vi) a violation for a serious traffic violation as defined under state law; (vii) failure to use seat belts and child restraint seats where required; (viii) carrying or loading anything on the Vehicle; (ix) carrying passengers in excess of the number of seat belts in the Vehicle; and, (x) refueling the vehicle with the wrong type of fuel, i.e. diesel in gasoline engine vehicle or gasoline in diesel engine vehicle. **ANY PROHIBITED USE OF THE VEHICLE IS A MATERIAL BREACH OF THIS AGREEMENT AND WILL VOID OR DEPRIVE YOU OF ALL BENEFITS, PROTECTION AND OPTIONAL COVERAGES, IF ANY, TO WHICH YOU WOULD HAVE OTHERWISE BEEN ENTITLED TO UNDER THIS AGREEMENT AND MAKES YOU RESPONSIBLE FOR ALL LOSS OF OR DAMAGE TO THE VEHICLE, THIRD PARTY CLAIMS, FINES, PENALTIES, ATTORNEY FEES AND COSTS.**

**4. DAMAGE OR LOSS.** Unless you purchase LDW, you are absolutely liable and you agree to pay us for any loss of or damage to the Vehicle, even if someone else caused it or the cause is unknown, whether due to theft, fire, hail, flood, collision, vandalism, or any other cause. Your liability for the loss of or damage to the Vehicle will not exceed the full value of the Vehicle, plus actual towing and storage charges, loss of use, and diminution in value (which is the difference between the value of the Vehicle before the damage and the value of the Vehicle after the damage, regardless of whether the Vehicle is repaired or not). You will pay all rental charges through the date you report the incident if not returnable or the return date, whichever is later, plus any of our out of pocket expenses, a reasonable administrative fee and pro-rata license plate fees. Your personal insurance may or may not cover any loss. You should check with your own insurance carrier. If you make unauthorized repairs to the Vehicle, you agree to pay any cost to restore the Vehicle to the condition of the Vehicle at the time of rental. You agree to pay us any amount not covered by any insurance, credit, or charge card or other coverage you may have. However, your responsibility will not exceed those damages expressly permitted by the applicable law in this form of Agreement. You agree to pay us for the loss of or damage to any optional equipment or accessories rented from us in an amount up to our current replacement cost or repair costs, if repairable in our discretion, plus shipping charges, and a reasonable administrative fee. LDW does not apply to optional equipment & accessories unless otherwise noted.

**100%** of loss and damage ("Full Waiver Option"); (2) LDW2; a waiver for all loss and damage up to the first \$500 (the "\$500 Waiver Option"); and (3) LDW3; a waiver for all loss and damage up to the first \$3,000 (the "\$3,000 Waiver Option"). LDW2 and LDW3 are not available at all locations. **B. LOW IS NOT INSURANCE. LDW DOES NOT APPLY IF: (1) YOU USE OR OPERATE THE VEHICLE IN VIOLATION OF THE PROHIBITED USE SECTION OF THIS AGREEMENT; (2) YOU FAIL TO REMOVE AND SECURE THE KEYS OR CLOSE AND LOCK ALL WINDOWS, DOORS AND TRUNK AND THE VEHICLE IS STOLEN OR VANDALIZED; (3) YOU FAIL TO IMMEDIATELY FILE AND REPORT ANY ACCIDENT, THEFT OR VANDALISM INVOLVING THE VEHICLE TO US AND TO THE POLICE, AND COMPLETE OUR DAMAGE/ACCIDENT REPORT; (4) YOU FAIL TO PAY THE CHARGES UNDER THIS AGREEMENT; (5) IMPROPER INSTALLATION OF ADDITIONAL EQUIPMENT, I.E. SNOW CHAINS, WHICH RESULTS IN DAMAGE TO THE VEHICLE; AND (6) WHEN OTHER EXCLUSIONS ARE ALLOWED BY STATE LAW. LOW DOES NOT APPLY IN MEXICO.** LDW does not apply to optional equipment or accessories rented from us unless otherwise noted on the Agreement.

**BEFORE DECIDING WHETHER TO PURCHASE LDW, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE. LIKEWISE, COVERAGE MAY BE PROVIDED UNDER CREDIT CARDS ISSUED TO YOU AND YOU SHOULD DETERMINE THE EXISTENCE OF SUCH COVERAGE ALONG WITH THE TERMS AND SCOPE OF SUCH COVERAGE. THE PURCHASE OF LDW IS NOT MANDATORY AND MAY BE DECLINED.**

**THE CHARGE FOR LDW MAY VARY BY DOLLAR LOCATION. LOW CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOU AGREE TO REVIEW THE DAILY CHARGE OF LDW AND THE ESTIMATED TOTAL CHARGE FOR LDW FOR YOUR RENTAL PRIOR TO ACCEPTING LDW.**

**6. RETURNING AND REPOSSESSING THE VEHICLE.** You agree to return the Vehicle to the rental location on the date and time listed in the Agreement, or sooner if we request. If you fail to return the Vehicle or any equipment and accessories on time, you will pay us all of our expenses and charges including a Drop Fee. You are responsible for the Vehicle until we have inspected and accepted it, including any Vehicle returned to a closed location. Furthermore, we have the right to notify law enforcement authorities that the Vehicle is stolen or missing if you fail to return it on the date and time due. We also have the right to monitor the Vehicle through remote tracking devices or otherwise and locate, disable and repossess the Vehicle at your cost and without notice to you if it is being used in violation of the law, illegally parked, apparently abandoned, overdue, or is being used in breach of the geographic driving restrictions of the rental, the payment obligations or other terms of this Agreement.

**7. REFUELING OPTIONS.** You must refill the gas tank of the vehicle within a 10 mile radius of the rental return facility and present a fuel receipt to avoid a Refueling Charge unless you choose the Prepaid Fuel Option. If you accept our Prepaid Fuel Option, you will be charged a flat fee for the full tank of fuel in the Vehicle at the beginning of the rental and you will have no obligation to return the Vehicle with a full tank of fuel. At most of our locations the prepaid fuel charge is calculated by multiplying the stated rate per gallon charge listed in the Agreement by the manufacturer's specified fuel tank capacity for the Vehicle. There is no credit or refund given for any fuel in the tank at the end of the rental. The Refueling Service Charge is based on the estimated number of gallons needed to refill the fuel tank multiplied by the rate per gallon charge listed in the Agreement. We may use different methods of estimating the number of gallons needed to refill the tank and these methods of estimation necessarily rely on human judgment. You acknowledge and agree that this charge is based in part on an estimate. Most of our locations estimate the number of gallons needed to refill the gas tank either (1) by reading the fuel gauge to estimate the approximate amount of fuel needed to refill the tank (for example, one-half tank) and multiplying that number by the manufacturer's specified fuel tank capacity or (2) if you did not purchase any fuel during the rental, by reading the odometer to determine the amount of miles driven during the rental and dividing that number by the Vehicle's estimated average fuel efficiency (miles per gallon) based on the manufacturer's fuel efficiency specifications.

**8. PERSONAL PROPERTY.** We are not responsible for any loss or damage to any of your or your passenger's property left, stored, or transported in or on the Vehicle, our premises or in or on any other Vehicle belonging to us. You agree to indemnify us and hold us harmless from any claim for loss of or damage to any personal property connected with the rental.

**RENTAL DAY STARTING AT THE TIME OF RENTAL.** The minimum charge is one day, plus mileage. The number of miles driven is determined by the odometer readings at the beginning and end of the rental. You will pay for each hour and/or any part of an hour in excess of a rental day until the Vehicle is returned, up to the applicable daily rate. You will be charged a one-time "early return" fee if you return the vehicle more than 24 hours prior to the return date and time on the rental agreement; and, you will be charged a "per day late return" fee if you return the vehicle more than 24 hours after the return date and time on the rental agreement up to a maximum of 5 rental days. If you fail to comply with the conditions applicable to the rate, including any geographic driving restrictions, a mileage charge, surcharge or other rates may apply. (6) Optional products. You will pay us the daily rate for each day or partial day for any optional products accepted at the beginning of the rental, such as the Loss Damage Waiver (LDW), Supplemental Liability Insurance (SLI), Uninsured/Underinsured Motorist Protection (UMP), Personal Protection Plan (PPP), and Emergency Medical Protection (ESP). The cost, terms, availability and/or the provider may vary from location to location. The optional products offered by us may duplicate coverage provided by your personal automobile insurance or insurance you may have through another source. Purchase of optional products is not required to rent the Vehicle. (C) Other charges: You will pay us the following fees, if applicable: (i) Fuel charges: Unless you choose the Prepaid Fuel Option at the beginning of the rental, you must refill the gas tank of the vehicle within a 10-mile radius of the rental return facility and present a fuel receipt to avoid a refueling charge. (ii) Taxes, fines and expenses: All amounts due for sales, use, excise and other taxes; parking/mooring violations; traffic fines; toll evasion penalties or a per day toll evasion charge for any tolls bypassed by you during the rental ("Oleander"); plus a \$25 handling fee per Citation and other penalties, fines, attorney fees, court costs, collection costs and other expenses which are due because of your use of the Vehicle. (iii) Surcharges: In addition to the daily rate, you will be charged a per day "under-age fee" if you are under the age of 25, a Drop Charge or other charges if you return the Vehicle to a location that is not the rental location, for lost keys or keys locked in the Vehicle, and for excessive stains, dirt, pet hair, or violation of the no smoking in the vehicle policy. (iv) Related fees: Airport concession recovery fees, off-airport fees, consolidated facility charges, frequent flyer surcharges, vehicle license recognition fees (the estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs), vehicle license tax recognition fees, governmental recoupment fees or other fees. (v) Damage and loss. Loss of or damage to the Vehicle including any and all amounts not paid by your insurance, credit, charge card or other coverage you may have available to you plus any out of pocket expenses, a reasonable administrative fee, attorney fees, court costs, collection costs and other expenses which are due because of your use of the Vehicle. (vi) Equipment & Services. Optional equipment and accessories provided by us, including, but not limited to child passenger restraint seats, ski racks, GPS systems and electronic toll bypass services ("Pass24"). If you ask for other services or equipment from us, additional charges may apply. The separate brochures, which are incorporated herein, receipt of which you hereby acknowledge, explain the available products, fuel services, equipment, services & accessories.

**10. PAYMENT OF CHARGES.** If you pay for the charges with a credit, debit or charge card ("card") you consent to the reservation or authorization of credit with the card issuer at the beginning of the rental an amount which is the greater of the estimated charges or the amount stated on the Agreement. You authorize us to charge your card for any unpaid citations or other fines or penalties assessed against you during the rental or our minimum toll evasion charge plus a handling fee per citation. You also consent to allow us to obtain credit information about you from any credit agencies we may contact. If you pay by a check, which is returned unpaid, you will pay an additional fee. Charges not paid on time are subject to a late fee applied monthly, which is the lesser of: (i) 2% per month; or (ii) the highest rate of interest permitted by applicable law to this form of Agreement. Any cash and credit card deposits will be applied toward unpaid charges incurred under the Agreement. Except as provided herein, charges will continue to accrue until the Vehicle is returned and inspected by us, or if stolen, until you have filed a report with the police and us. All charges are subject to final audit. If errors are discovered, you and we will pay the corrected amount due and we are authorized to correct the charges with the card issuer.

**11. RENTER'S THIRD PARTY LIABILITY RESPONSIBILITY.** Where permitted by law, we do not provide you any third-party liability protection covering this rental unless you purchase and accept SLI at the beginning of the rental. You agree that you and/or your insurance company will be responsible for handling, defending, and paying all third-party claims for bodily

injury, death or property damage caused by or arising from the use or operation of the Vehicle during the rental ("Third Party Claims"). You represent and warrant that your insurance is sufficient to satisfy the minimum applicable financial responsibility limits required by law. In the event of an accident, you will provide proof of financial responsibility as required by state law. You agree to indemnify and hold us harmless from and against, and will defend us against, any and all loss, liability or damages whatsoever caused by or arising out of the use or operation of the Vehicle during the rental plus costs and attorneys' fees. Unless required by law, we do not provide "uninsured" or "underinsured" motorist protection, physical damage protection for the Vehicle, "no fault" or other optional protection in connection with this rental and you and we hereby reject, to the extent permitted by law, inclusion of any such protection. Where we are required by law to provide any of the above protection in spite of the terms of this Agreement, it shall be secondary over and above any other available insurance provided by or available to you under all other policies (whether primary or excess) in an amount not to exceed the minimum statutory financial responsibility limits of the state in which this Agreement is executed. We can provide such protection under a certificate of self-insurance, an insurance policy, and/or an indemnification, as we choose.

**YOU UNDERSTAND THAT A VIOLATION OF THE RENTAL AGREEMENT, OR FAILURE TO PAY FOR THE CHARGES UNDER THE RENTAL AND OR THE USE OF THE VEHICLE AS PROHIBITED BY SECTION 3 OF THE RENTAL AGREEMENT MAY VOID OR DEPRIVE YOU OF THE BENEFITS, PROTECTION AND LIMITATION OF YOUR RESPONSIBILITY UNDER THE FOLLOWING PROTECTION PLAN COVERAGES.**

**12. OPTIONAL SUPPLEMENTAL LIABILITY INSURANCE ("SLI").** If you accept SLI, you will be provided with protection against Third-Party claims. Subject to the exclusions below, in an amount sufficient to satisfy the minimum applicable financial responsibility limits required by law in the jurisdiction in which the Vehicle is rented, and shall be referred to as "Primary Protection" and SLI will provide you under a separate insurance policy with excess coverage against Third-Party claims for the difference between the Primary Protection and a maximum combined single limit of \$1,000,000 (U.S.) per occurrence. The protection provided under the Primary Protection and the SLI policy would have to be exhausted before any coverage by your own policy would be affected. SLI excludes coverage for (A) use of the Vehicle in breach of the Agreement including but not limited to driving while under the influence of alcohol or drugs in violation of law; (B) use by unauthorized drivers; (C) claims by family members related by blood, marriage or adoption and any other person residing with you; (D) failure to accept SLI at the beginning of the rental; (E) failure to pay the charges under the Agreement; and (F) the other specific exclusions summarized on the separate brochure available at the counter, which is incorporated herein. The Primary Protection and SLI do not provide coverage for physical damage to the Vehicle, no fault, first-party benefits, uninsured or underinsured motorist benefits or any other optional protection unless required by law. To the extent permitted by law, you and we reject the inclusion of any such coverage. If you purchase SLI, you agree to defend, indemnify, and hold us harmless from and against any and all loss, liability or damage whatsoever not paid or covered by SLI or the Primary Protection. For SLI to apply in Canada, the Vehicle must be both rented in the U.S. and returned to the rental location in the U.S. We can provide Primary Protection and SLI under a certificate of self-insurance, an insurance policy and/or an indemnification as we choose. **SLI DOES NOT APPLY IN MEXICO.**

**13. UNINSURED/UNDERINSURED MOTORIST PROTECTION.** If you purchase SLI, you may have the opportunity to purchase UMP. Optional UMP provides you and anyone else occupying the Vehicle while operated by you with coverage for bodily injury and damages caused by an owner or driver of an uninsured or underinsured third party vehicle. This coverage is excess above the minimum financial responsibility limits for uninsured and underinsured motorist coverage required by law. UMP provides coverage for the difference between any uninsured and underinsured motorist coverage available to you in the Agreement, if any, up to \$1,000,000 per accident. UMP excludes coverage for (A) use of the Vehicle in breach of the Agreement including but not limited to driving while under the influence of alcohol or drugs in violation of law; (B) use by unauthorized drivers; (C) failure to purchase SLI; (D) failure to accept UMP at the beginning of the rental; (E) failure to pay the charges under the Agreement; and (F) the other specific exclusions summarized on the separate brochure available at the counter, which is incorporated herein. UMP is not offered in New York. For UMP to apply in Canada, the Vehicle must be both rented in the U.S. and returned to the rental location in the U.S. **UMP DOES NOT APPLY IN MEXICO.**

**14. PERSONAL PROTECTION PLAN ("PPP").** PPP includes Personal Accident Insurance ("PAI") and Personal Effects Insurance ("PEI") and where offered must be purchased together. PAI provides benefits to you and your passengers for accidental medical expenses, ambulance expenses and accidental death benefits during the term of the rental. If purchased, PAI will cover you 24-hours a day for all accidents, whether you are actually in the Vehicle or not at the time of the accident. Passengers in the Vehicle are only covered for accidents occurring while the passenger occupies the Vehicle. PEI insures the personal effects of you and any member of your immediate family traveling with you. The immediate family member must permanently reside in your household. If purchased, PEI covers only personal effects with which you or your immediate family members are traveling. The total maximum coverage, which may change from time to time, is currently \$650 per person, up to \$1,950 for all persons. PEI pays covered claims even if the renter's homeowner's policy provides coverage. Brochures available at the rental counter explain the coverage. The purchase of PPP is not mandatory.

**15. EMERGENCY SICKNESS PROTECTION ("ESP").** ESP is available to non-U.S. citizen renters who possess valid non-U.S. passports at the time of rental. ESP provides certain medical benefits for some sicknesses that may occur during rental periods of thirty days or less for the renter and non-U.S. persons traveling with the renter. Benefits include up to \$10,000 per person for reasonable and customary cost of necessary medical care for covered sickness, including medical or surgical treatment, hospital services, supplies, x-rays and laboratory fees, local ambulance, visits to a physician's office, subject to a \$100 deductible per person per sickness.

**16. OPTIONAL EQUIPMENT, SERVICES & ACCESSORIES.** We offer child safety restraint seats, ski racks, GPS systems and electronic toll by-pass services ("Pass24"), upon request and subject to availability, for your use during the rental for an additional daily charge. We may offer other equipment and services from time to time. If you rent a child safety seat, we will require you to inspect and install the child seat into the Vehicle yourself, and, by signing the Agreement you are acknowledging and agreeing that the child safety seat is appropriate for the age and weight of the child. If you rent a GPS system, prior to leaving the rental premises you should familiarize yourself with the operation of the GPS. If you fail to return the GPS in the same condition in which you received it, ordinary wear and tear excepted, you will pay us an amount that in our sole discretion greatly exceeds the retail value of the unit rented, or an amount equal to the actual costs to repair the damaged GPS. If repairable in our discretion, plus shipping charges and a reasonable administrative fee. If you subscribe to our Pass24, it will allow you to bypass all road tolls that are electronically monitored as many times a day that you want for a flat fee per day. If you request a hand control device to be installed on the Vehicle, you may be required to sign a Hand Control Installation and Acceptance Form acknowledging that (i) you received instructions on the use of the hand control device; (ii) you understand proper operation of the device and accept the hand control unit; and (iii) you agree not to modify, tamper with, or alter the device from the original installation. LDW does not apply to optional equipment or accessories rented from us unless otherwise noted on the Agreement.

**17. HANDLING ACCIDENTS AND OTHER OCCURRENCES.** You agree to immediately file and report any accident, theft or vandalism involving the Vehicle to us and to the police, complete our Damage/Accident report, and deliver to us a legible copy of any service of process, pleading, or notice of any kind relating to a claim or suit in connection with any accident involving the Vehicle. Your failure to cooperate with us in any investigation or to file a timely and accurate report creates a rebuttable presumption that the incident was caused by your willful, wanton or reckless misconduct and, as a result, may void any optional products you purchased and make you absolutely liable for any loss or damage to the Vehicle.

**18. GENERAL PROVISIONS.** (A) Vehicle means the Vehicle rented or its replacements and all its parts, equipment, accessories, keys and documents. (B) No term of this Agreement may be waived or changed except by a written agreement signed by our authorized representative. (C) If any term of this Agreement is prohibited by law, it shall not affect the remaining terms. (D) Paragraph headings have no independent meaning. (E) You understand that it is your responsibility to comply with all applicable seat belt and child restraint laws. (F) You may not sublease the Vehicle, nor may you transfer or assign this Agreement. (G) We reserve the right to refuse to replace a Vehicle or equipment if you have an accident, breakdown, violate the law or for any other reason. (H) We reserve the right to deny future rentals to you if you violate this Agreement. (I) We reserve the right to share your rental information with third parties for verification of your driver's license for billing purposes or to enforce collection efforts against you to detect fraud, prevent fraud and/or to comply with law enforcement agencies. (J) The parties to this Agreement agree that an electronic signature will be treated as an original.

### For faster car return

Please record odometer and fuel level read

Odometer

45397

Did you purchase fuel? Yes  No

E 1/8  1/4  3/8  1/2  5/8  3/4  7/8

Fuel Level

Date:  Time:

### Charge Account Rentals Only:

Drop this envelope and a copy of your contract in the express return box. You will receive a copy of your invoice in the mail.

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## ADDITIONAL DRIVERS

Additional drivers must qualify with a valid driver's license in their own name. There is no charge for additional drivers age 25 and older.

## DRIVING RESTRICTIONS

Driving is restricted to the continental United States and Canada. Vehicle may be driven into Mexico with the purchase of Mexican Insurance at the rental counter for \$27.80 per day. A U.S. passport or U.S. passport card is required for re-entry into the United States. Mexican nationals may not drive our vehicles into Mexico.

## FINANCIAL POLICY

A hold will be placed on all credit/debit cards for the estimated amount of the rental plus 15% OR a minimum of \$250.00, whichever is greater. We will remove the hold at the end of the rental when the final charges are settled. Dollar does not accept the small key ring credit cards. In the event a customer presents the key ring credit card at the time of rental, the location may ask you to present the standard size credit card or another form of payment. A major credit/debit card in the renter's own name must be presented at the time of pick-up. Customers using debit cards to qualify to rent at the beginning of the rental will be subject to a debit card screening. If the screening fails to meet our debit card criteria, the customer will be required to present a major credit card in order to qualify to rent. Prepaid credit cards and gift cards are accepted for payment at the end of the rental when the final charges have been settled.

## FREQUENT FLYER SURCHARGE

When the renter chooses to receive Frequent Flyer miles, we will collect a Frequent Flyer surcharge, not to exceed \$1.50 per day, at the time of rental to offset a portion of the annual cost of participation in the Frequent Flyer program.

## HOLD POLICY

Reservations **will be honored** for 6 hours **after original** scheduled pick up time unless the location is **closed**. Customers **with reservations** who **experience** weather or mechanical delays with airlines will be **accommodated**.

## NON-SMOKING FLEET

Non-Smoking Fleet

## PICK UP INSTRUCTIONS

Courtesy shuttle will pick up at the airport. From Terminal 1, go over the sky bridge to the courtesy shuttle island. From Terminal 2, cross the street to the courtesy shuttle island. Pick up is available from 5am to 12am Sun thru Sat. For pick-up from the commuter terminal, customer must call the location. Phone: (619) 726-0171.

## REFUELING POLICY

Return the vehicle with a full tank of gas to avoid refueling charges.

## RENTALS 30 DAYS OR LONGER

For rentals 30 days or longer, the customer must return the vehicle for maintenance or to renew the contract every 30 days to the location.

## RENTER QUALIFICATIONS

A valid driver's license in the customer's own name must be presented at the time of pick up. Minimum age is 21 on all vehicles. Renters under 25 may be subject to an additional fee.

## RESERVATION AND RENTAL ADJUSTMENTS

Any changes to your reservation or rental may result in a change of rate or additional fees.

## ADDITIONAL DRIVERS

Additional drivers must qualify with a valid driver's license in their own name. There is no charge for additional drivers age 25 and older.

## DRIVING RESTRICTIONS

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## RESERVATION AND RENTAL ADJUSTMENTS

Any changes to your reservation or rental may result in a change of rate or additional fees.



# EXHIBIT 5

## RENTAL AGREEMENT:

1. **RENTERS AND DRIVERS:** This agreement for the rental of a vehicle is between the person (or persons) who appears at the time of rental and signs the separate rental contract as the renter, any additional authorized driver ("you", "your", "renter", or "Authorized Driver") and the rental car company identified in the contract doing business as Dollar Rent A Car ("us", "we", "our" or "Company"). You agree to comply with the terms, both printed and written, below and on the separate rental contract signed by the renter, which are incorporated herein, receipt of which you hereby acknowledge (collectively referred to as the "Agreement"). All Authorized Drivers are jointly and severally liable for the obligations under this Agreement. The rental vehicle (the "Vehicle") may be driven only by an Authorized Driver. If you are renting under a current Corporate Account Number (CD#) with us, your employer or co-employee may drive the Vehicle while acting within the scope of their employment duties. All Authorized Drivers warrant they satisfy our age requirements, have a valid driver's license and fulfill our other qualifications. **No other persons are authorized to drive the Vehicle.**

2. **VEHICLE AND EQUIPMENT; PROHIBITED USES.** Except for ordinary wear and tear, you agree to return the Vehicle and any equipment you acquire from us in the same condition you received it. You acquire no title to the Vehicle or equipment and no one, other than us, may transfer it. You will not repair the Vehicle or equipment without our consent. The Vehicle and equipment is in good overall condition with no apparent defects. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE VEHICLE OR EQUIPMENT FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED DIRECTLY OR INDIRECTLY TO ANY BREACH BY US OF THIS AGREEMENT.**

3. **PROHIBITED USES:** The Vehicle may not be used: (A) by other than an Authorized Driver; (B) to push or tow anything, carry persons or property for hire, in a race, test, contest, or for training activity; (C) for any illegal purposes, or in the commission of a crime; (D) while under the influence of alcohol or drugs; (E) to intentionally cause damage, or engage in willful, wanton or reckless misconduct; (F) outside of our geographic driving restriction or in Mexico; (G) if it was obtained by fraud or misrepresentation. For purposes of this Agreement, willful, wanton or reckless misconduct includes, but is not limited to: (i) the unauthorized use of the Vehicle on other than regularly maintained hard surface roadways, private drive-ways or parking lots, which unauthorized use directly results in damage or loss to the Vehicle; (ii) use of unauthorized equipment on or in the Vehicle; (iii) aiding in the theft of the Vehicle or failing to safeguard the keys and the Vehicle and if it is stolen or vandalized; (iv) returning the Vehicle to a closed location and the Vehicle is lost or damaged; (v) carrying passengers in the bed or cargo area of the Vehicle; (vi) a citation for a serious traffic violation as defined under state law; (vii) failure to use seat belts and child restraint seats where required; (viii) carrying or loading anything on the Vehicle; (ix) carrying passengers in excess of the number of seat belts in the Vehicle; and, (x) refueling the vehicle with the wrong type of fuel, i.e. diesel in gasoline engine vehicle or gasoline in diesel engine vehicle. **ANY PROHIBITED USE OF THE VEHICLE IS A MATERIAL BREACH OF THIS AGREEMENT AND WILL VOID OR DEPRIVE YOU OF ALL BENEFITS, PROTECTION AND OPTIONAL COVERAGES. IF ANY, TO WHICH YOU WOULD HAVE OTHERWISE BEEN ENTITLED TO UNDER THIS AGREEMENT AND MAKES YOU RESPONSIBLE FOR ALL LOSS OF OR DAMAGE TO THE VEHICLE, THIRD PARTY CLAIMS, FINES, PENALTIES, ATTORNEY FEES AND COSTS.**

4. **DAMAGE OR LOSS.** Unless you purchase LDW, you are absolutely liable and you agree to pay us for any loss of or damage to the Vehicle, even if someone else caused it or the cause is unknown, whether due to theft, fire, hail, flood, collision, vandalism, or any other cause. Your liability for the loss of or damage to the Vehicle will not exceed the full value of the Vehicle, plus actual towing and storage charges, loss of use, and diminution in value (which is the difference between the value of the Vehicle before the damage and the value of the Vehicle after the damage, regardless of whether the Vehicle is repaired or not). You will pay all rental charges through the date you report the incident if not returnable or the return date, whichever is later, plus any of our out of pocket expenses, a reasonable administrative fee and pro-rata license plate fees. Your personal insurance may or may not cover any loss. You should check with your own insurance carrier. If you make unauthorized repairs to the Vehicle, you agree to pay any cost to restore the Vehicle to the condition of the Vehicle at the time of rental. You agree to pay us any amount not covered by any insurance, credit, or charge card or other coverage you may have. However, your responsibility will not exceed those damages expressly permitted by the applicable law to this form of Agreement. You agree to pay us for the loss of or damage to any optional equipment or accessories rented from us in an amount up to our current replacement cost or repair costs, if repairable in our discretion, plus shipping charges, and a reasonable administrative fee. LDW does not apply to optional equipment & accessories unless otherwise noted.

5. **LOSS DAMAGE WAIVER ("LDW").** A. If you accept LDW, we will waive your responsibility for loss of or damage to the Vehicle in full or in part depending on the LDW option plan accepted. The LDW options include: (1) LDW: a waiver for 100% of loss and damage ("Full Waiver Option"); (2) LDW2: a waiver for all loss and damage up to the first \$500 (the "\$500 Waiver Option"); and (3) LDW3: a waiver for all loss and damage up to the first \$3,000 (the "\$3,000 Waiver Option"). LDW2 and LDW3 are not available at all locations. **B. LDW IS NOT INSURANCE. LDW DOES NOT APPLY IF: (1) YOU USE OR OPERATE THE VEHICLE IN VIOLATION OF THE PROHIBITED USE SECTION OF THIS AGREEMENT; (2) YOU FAIL TO REMOVE AND SECURE THE KEYS, OR CLOSE AND LOCK ALL WINDOWS, DOORS AND TRUNK AND THE VEHICLE IS STOLEN OR VANDALIZED; (3) YOU FAIL TO IMMEDIATELY FILE AND REPORT ANY ACCIDENT, THEFT OR VANDALISM INVOLVING THE VEHICLE TO US AND TO THE POLICE, AND COMPLETE OUR DAMAGE/ACCIDENT REPORT; (4) YOU FAIL TO PAY THE CHARGES UNDER THIS AGREEMENT; (5) IMPROPER INSTALLATION OF ADDITIONAL EQUIPMENT, I.E. SNOW CHAINS, WHICH RESULTS IN DAMAGE TO THE VEHICLE; AND (6) WHEN OTHER EXCLUSIONS ARE ALLOWED BY STATE LAW. LDW DOES NOT APPLY IN MEXICO. LDW does not apply to optional equipment or accessories rented from us unless otherwise noted on the Agreement.**

BEFORE DECIDING WHETHER TO PURCHASE LDW, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE. LIKEWISE, COVERAGE MAY BE PROVIDED UNDER CREDIT CARDS ISSUED TO YOU AND YOU SHOULD DETERMINE THE EXISTENCE OF SUCH COVERAGE, ALONG WITH THE TERMS AND SCOPE OF SUCH COVERAGE. THE PURCHASE OF LDW IS NOT MANDATORY AND MAY BE DECLINED;

THE CHARGE FOR LDW MAY VARY BY DOLLAR LOCATION. LDW CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOU AGREE TO REVIEW THE DAILY CHARGE OF LDW AND THE ESTIMATED TOTAL CHARGE FOR LDW FOR YOUR RENTAL PRIOR TO ACCEPTING LDW.

6. **RETURNING AND REPOSSESSING THE VEHICLE.** You agree to return the Vehicle to the renting location on the date and time listed in the Agreement, or sooner if we request. If you fail to return the Vehicle or any equipment and accessories on time, you will pay us all of our expenses and charges including a Drop Fee. You are responsible for the Vehicle until we have inspected and accepted it, including any Vehicle returned to a closed location. Furthermore, **we have the right to notify law enforcement authorities that the Vehicle is stolen or missing if you fail to return it on the date and time due.** We also have the right to monitor the Vehicle through remote tracking devices or otherwise and locate, disable and repossess the Vehicle at your cost and without notice to you if it is being used in violation of the law, illegally parked, apparently abandoned, overdue, or is being used in breach of the geographic driving restrictions of the rental, the payment obligations or other terms of this Agreement.

7. **REFUELING OPTIONS.** You must refill the gas tank of the vehicle within a 10 mile radius of the rental return facility and present a fuel receipt to avoid a refueling charge unless you choose the Prepaid Fuel Option. If you accept our Prepaid Fuel Option, you will be charged a flat fee for the full tank of fuel in the Vehicle at the beginning of the rental and you will have no obligation to return the Vehicle with a full tank of fuel. At most of our locations the prepaid fuel charge is calculated by multiplying the stated rate per gallon charge listed in the Agreement by the manufacturer's specified fuel tank capacity for the Vehicle. **There is no credit or refund given for any fuel in the tank at the end of the rental.** The Refueling Service Charge is based on the estimated number of gallons needed to refill the fuel tank multiplied by the rate per gallon charge listed in the Agreement. We may use different methods of estimating the number of gallons needed to refill the tank and these methods of estimation necessarily rely on human judgment. You acknowledge and agree that this charge is based in part on an estimate. Most of our locations estimate the number of gallons needed to refill the gas tank either (1) by reading the fuel gauge to estimate the approximate amount of fuel needed to refill the tank (for example, one-half tank) and multiplying that number by the manufacturer's specified fuel tank capacity, or (2) if you did not purchase any fuel during the rental, by reading the odometer to determine the amount of miles driven during the rental and dividing that number by the Vehicle's estimated average fuel efficiency (miles per gallon) based on the manufacturer's fuel efficiency specifications.

8. **PERSONAL PROPERTY.** We are not responsible for any loss or damage to any of your or your passenger's property left, stored, or transported in or on the Vehicle, our premises or in or on any other Vehicle belonging to us. You agree to indemnify us and hold us harmless from any claim for loss of or damage to any personal property connected with the rental.

9. **THE CHARGES.** You agree to pay us for all charges under this Agreement, including, but not limited to: (A) Time and mileage charges: These charges are at the rate in the Agreement. **TIME CHARGES ARE BASED ON A 24-HOUR RENTAL DAY STARTING AT THE TIME OF RENTAL. The minimum charge is one day, plus mileage.** The number of miles driven is determined by the odometer readings at the beginning and end of the rental. You will pay for each hour and/or any part of an hour in excess of a rental day until the Vehicle is returned, up to the applicable daily rate. You will be charged a one-time "early return" fee if you return the vehicle more than 24 hours prior to the return date and time on the rental agreement; and, you will be charged a per/day "late return" fee if you return the vehicle more than 24 hours after the return date and time on the rental agreement up to a maximum of 5 rental days. If you fail to comply with the conditions applicable to the rate, including any geographic driving restrictions, a mileage charge, surcharge or other rates may apply. (B) Optional products. You will pay us the daily rate for each day or partial day for any optional products accepted at the beginning of the rental, such as the Loss Damage Waiver (LDW), Supplemental Liability Insurance (SLI), Uninsured/Underinsured Motorist Protection (UMP), Personal Protection Plan (PPP), and Emergency Sickness Protection (ESP). The cost, terms, availability and/or the provider may vary from location to location. **The optional products offered by us may duplicate coverage provided by your personal automobile insurance or insurance you may have through another source. Purchase of optional products is not required to rent the Vehicle.** (C) Other charges: You will pay us the following fees, if applicable: (i) Fuel charges: Unless you choose the Prepaid Fuel Option at the beginning of the rental, you must refill the gas tank of the Vehicle within a 10-mile radius of the rental return facility and present a fuel receipt to avoid a refueling charge. (ii) Taxes, fines and expenses: All amounts due for sales, use, excise and other taxes; parking/moving violations, traffic fines, toll evasion penalties or a per day toll evasion charge for any tolls bypassed by you during the rental ("Citations"), plus a \$25 handling fee per Citation and other penalties, fines, attorney fees, court costs, collection costs and other expenses which are due because of your use of the Vehicle. (iii) Surcharges: In addition to the daily rate, you will be charged a per day underage fee if you are under the age of 25, a Drop Charge or other charges if you return the Vehicle to a location that is not the renting location, for lost keys or keys locked in the Vehicle, and for excessive stains, dirt, or pet hair. (iv) Related fees: Airport concession recovery fees, off-airport fees, consolidated facility charges, frequent flyer surcharges, vehicle license recoupment fees (the estimated average per day per Vehicle portion of our total annual Vehicle licensing, titling, and registration costs), vehicle license tax recoupment fees, governmental recoupment fees or other fees. (v) Damage and loss. Loss of or damage to the Vehicle including any and all amounts not paid by your insurance, credit, charge card or other coverage you may have available to you plus any out of pocket expenses, a reasonable administrative fee, attorney fees, court costs, collection costs and other expenses which are due because of your use of the Vehicle. (vi) Equipment & Services. Optional equipment and accessories provided by us, including, but not limited to child passenger restraint seats, ski racks, GPS systems and electronic toll bypass services ("Pass24"). If you ask for other services or equipment from us, additional charges may apply. The separate brochures, which are incorporated herein, receipt of which you hereby acknowledge, explain the available products, fuel services, equipment, services & accessories.

10. **PAYMENT OF CHARGES.** If you pay for the charges with a credit, debit or charge card (a "card") you consent to the reservation or authorization of credit with the card issuer at the beginning of the rental an amount which is the greater of the estimated charges or the amount stated on the Agreement. You authorize us to charge your card for any unpaid citations or other fines or penalties assessed against you during the rental or our minimum toll evasion charge plus a handling fee per citation. You also consent to allow us to obtain credit information about you from any credit agencies we may contact. If you pay by a check, which is returned unpaid, you will pay an additional fee. Charges not paid on time are subject to a late fee, applied monthly, which is the lesser of: (i) 2% per month; or (ii) the highest rate of interest permitted by applicable law to this form of Agreement. Any cash and credit card deposits will be applied toward unpaid charges incurred under the Agreement. Except as provided herein, charges will continue to accrue until the Vehicle is returned and inspected by us, or if stolen, until you have filed a report with the police and us. **All charges are subject to final audit. If errors are discovered, you will pay the corrected amount due and we are authorized to correct the charges with the card issuer.**

11. **RENTER'S THIRD PARTY LIABILITY RESPONSIBILITY.** **Where permitted by law, we do not provide you any third-party liability protection covering this rental unless you purchase and accept SLI at the beginning of the rental. You agree that you and/or your insurance company will be responsible for handling, defending, and paying all third-party claims for bodily**

injury, death or property damage caused by or arising from the use or operation of the Vehicle during the rental ("Third Party Claims"). You represent and warrant that your insurance is sufficient to satisfy the minimum applicable financial responsibility limits required by law. In the event of an accident, you will provide proof of financial responsibility as required by state law. You agree to indemnify and hold us harmless from and against, and will defend us against, any and all loss, liability or damages whatsoever caused by or arising out of the use or operation of the Vehicle during the rental plus costs and attorneys' fees. Unless required by law, we do not provide "uninsured" or "underinsured" motorist protection, physical damage protection for the Vehicle, "no fault" or other optional protection in connection with this rental and you and we hereby reject, to the extent permitted by law, inclusion of any such protection. Where we are required by law to provide any of the above protection in spite of the terms of this Agreement, it shall be secondary over and above any other available insurance provided by or available to you under all other policies (whether primary or excess) in an amount not to exceed the minimum statutory financial responsibility liability limits of the state in which this Agreement is executed. We can provide such protection under a certificate of self-insurance, an insurance policy, and/or an indemnification, as we choose.

**YOU UNDERSTAND THAT A VIOLATION OF THE RENTAL AGREEMENT, OR FAILURE TO PAY FOR THE CHARGES UNDER THE RENTAL AND OR THE USE OF THE VEHICLE AS PROHIBITED BY SECTION 3 OF THE RENTAL AGREEMENT MAY VOID OR DEPRIVE YOU OF THE BENEFITS, PROTECTION AND LIMITATION OF YOUR RESPONSIBILITY UNDER THE FOLLOWING PROTECTION PLAN COVERAGES.**

12. **OPTIONAL SUPPLEMENTAL LIABILITY INSURANCE ("SLI").** If you accept SLI, you will be provided with protection against Third-Party claims. Subject to the exclusions below, in an amount sufficient to satisfy the minimum applicable financial responsibility liability limits required by law in the jurisdiction in which the Vehicle is rented, and shall be referred to as "Primary Protection"; and, SLI will provide you under a separate insurance policy with excess coverage against Third-Party claims for the difference between the Primary Protection and a maximum combined single limit of \$1,000,000 (U.S.) per occurrence. The protection provided under the Primary Protection and the SLI policy would have to be exhausted before any coverage by your own policy would be affected. SLI excludes coverage for (A) use of the Vehicle in breach of the Agreement including but not limited to driving while under the influence of alcohol or drugs in violation of law; (B) use by unauthorized drivers; (C) claims by family members related by blood, marriage or adoption and any other person residing with you; (D) failure to accept SLI at the beginning of the rental; (E) failure to pay the charges under the Agreement; and (F) the other specific exclusions summarized on the separate brochure available at the counter, which is incorporated herein. The Primary Protection and SLI do not provide coverage for physical damage to the Vehicle, no fault, first-party benefits, uninsured or underinsured motorist benefits or any other optional protection unless required by law. To the extent permitted by law, you and we reject the inclusion of any such coverage. If you purchase SLI, you agree to defend, indemnify, and hold us harmless from and against any and all loss, liability or damage whatsoever not paid or covered by SLI or the Primary Protection. For SLI to apply in Canada, the Vehicle must be both rented in the U.S. and returned to the renting location in the U.S. We can provide Primary Protection and SLI under a certificate of self-insurance, an insurance policy and/or an indemnification as we choose. **SLI DOES NOT APPLY IN MEXICO.**

13. **UNINSURED/UNDERINSURED MOTORIST PROTECTION.** If you purchase SLI, you may have the opportunity to purchase UMP. Optional UMP provides you and anyone else occupying the Vehicle while operated by you with coverage for bodily injury and damages caused by an owner or driver of an uninsured or underinsured third party vehicle. This coverage is excess above the minimum financial responsibility limits for uninsured and underinsured motorist coverage required by law. UMP provides coverage for the difference between any uninsured and underinsured motorist coverage available to you in the Agreement, if any, up to \$1,000,000 per accident. UMP excludes coverage for (A) use of the Vehicle in breach of the Agreement including but not limited to driving while under the influence of alcohol or drugs in violation of law; (B) use by unauthorized drivers; (C) failure to purchase SLI; (D) failure to accept UMP at the beginning of the rental; (E) failure to pay the charges under the Agreement; and (F) the other specific exclusions summarized on the separate brochure available at the counter, which is incorporated herein. UMP is not offered in New York. For UMP to apply in Canada, the Vehicle must be both rented in the U.S. and returned to the renting location in the U.S. **UMP DOES NOT APPLY IN MEXICO.**

14. **PERSONAL PROTECTION PLAN ("PPP").** PPP includes Personal Accident Insurance ("PAI") and Personal Effects Insurance ("PEI") and where offered must be purchased together. PAI provides benefits to you and your passengers for accidental medical expenses, ambulance expenses and accidental death benefits during the term of the rental. If purchased, PAI will cover you 24-hours a day for all accidents, whether you are actually in the Vehicle or not at the time of the accident. Passengers in the Vehicle are only covered for accidents occurring while the passengers occupy the Vehicle. PEI insures the personal effects of you and any member of your immediate family traveling with you. The immediate family member must permanently reside in your household. If purchased, PEI covers only personal effects with which you or your immediate family members are traveling. The total maximum coverage, which may change from time to time, is currently \$650 per person up to \$1,950 for all persons. PEI pays covered claims even if the renter's homeowner's policy provides coverage. Brochures available at the rental counter explain the coverage. The purchase of PPP is not mandatory.

15. **EMERGENCY SICKNESS PROTECTION ("ESP").** ESP is available to non-U.S. citizen renters who possess valid non-U.S. passports at the time of rental. ESP provides certain medical benefits for some sicknesses that may occur during rental periods of thirty days or less for the renter and non-U.S. persons traveling with the renter. Benefits include up to \$10,000 per person for reasonable and customary cost of necessary medical care for covered sickness, including medical or surgical treatment, hospital services, supplies, x-rays and laboratory fees, local ambulance, visits to a physician's office, subject to a \$100 deductible per person per sickness.

16. **OPTIONAL EQUIPMENT, SERVICES & ACCESSORIES.** We offer child safety restraint seats, ski racks, GPS systems and electronic toll by-pass services ("Pass24"), upon request and subject to availability, for your use during the rental for an additional daily charge. We may offer other equipment and services from time to time. If you rent a child safety seat, we will require you to inspect and install the child seat into the Vehicle yourself; and, by signing the Agreement you are acknowledging and agreeing that the child safety seat is appropriate for the age and weight of the child. If you rent a GPS system, prior to leaving the rental premises you should familiarize yourself with the operation of the GPS. If you fail to return the GPS in the same condition in which you received it, ordinary wear and tear excepted, you will pay us an amount that in our sole discretion greatly exceeds the retail value of the unit rented; or an amount equal to the actual costs to repair the damaged GPS, if repairable in our discretion, plus shipping charges and a reasonable administrative fee. If you subscribe to our Pass24, it will allow you to bypass all road tolls that are electronically monitored as many times a day that you want for a flat fee per day. If you request a hand control device to be installed on the Vehicle, you may be required to sign a Hand Control Installation and Acceptance Form acknowledging that (i) you received instructions on the use of the hand control device; (ii) you understand proper operation of the device and accept the hand control unit; and (iii) you agree not to modify, tamper with, or alter the device from the original installation. LDW does not apply to optional equipment or accessories rented from us unless otherwise noted on the Agreement.

17. **HANDLING ACCIDENTS AND OTHER OCCURRENCES.** You agree to immediately file and report any accident, theft or vandalism involving the Vehicle to us and to the police, complete our Damage/Accident report; and deliver to us a legible copy of any service of process, pleading, or notice of any kind relating to a claim or suit in connection with any accident involving the Vehicle. Your failure to cooperate with us in any investigation or to file a timely and accurate report creates a rebuttable presumption that the incident was caused by your willful, wanton or reckless misconduct and, as a result, may void any optional products you purchased and make you absolutely liable for any loss or damage to the Vehicle.

18. **GENERAL PROVISIONS.** (A) Vehicle means the Vehicle rented or its replacements and all of its parts, equipment, accessories, keys and documents. (B) No term of this Agreement may be waived or changed except by a written agreement signed by our authorized representative. (C) If any term of this Agreement is prohibited by law, it shall not affect the remaining terms. (D) Paragraph headings have no independent meaning. (E) You understand that it is your responsibility to comply with all applicable seat belt and child restraint laws. (F) You may not sublease the Vehicle, nor may you transfer or assign this Agreement. (G) We reserve the right to refuse to replace a Vehicle or equipment if you have an accident, breakdown, violate the law or for any other reason. (H) We reserve the right to deny future rentals to you if you violate this Agreement. (I) We reserve the right to share your rental information with third parties for verification of your drivers' license, for billing purposes or to enforce collection efforts against you, to detect fraud, prevent fraud and/or to comply with law enforcement agencies. (J) The parties to this Agreement agree that an electronic signature will be treated as an original.

CALIFORNIA - NOTICE ABOUT  
YOUR FINANCIAL RESPONSIBILITY  
AND OPTIONAL LOSS DAMAGE WAIVER  
("LDW")

You are responsible for all collision damage to the rented Vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the Vehicle, and towing, storage and impound fees. Your own insurance, or the issuer of the credit card You use to pay for the car rental transaction, may cover all or part of Your financial responsibility for the rented Vehicle. You should check with Your insurance company, or credit card issuer, to find out about Your coverage and the amount of the deductible, if any, for which You may be liable. Further, if You use a credit card that provides coverage for Your potential liability, You should check with the issuer to determine if You must first exhaust coverage limits of Your own insurance before the credit card coverage applies. We will not hold you responsible for damage or loss of the Vehicle if you purchase LDW, subject to the exceptions in Section 5 of the Agreement.

The cost of the optional LDW is \$9.00 to \$15.00 for every day, depending upon the vehicle rented. The estimated total cost of LDW for the rental is listed in the rental contract.

**These terms supersede any conflicting terms stated elsewhere.**

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16 Attorneys for Plaintiffs  
17 [Additional Counsel listed on Service List]

18 **UNITED STATES DISTRICT COURT**  
19 **NORTHERN DISTRICT OF CALIFORNIA**

20 SANDRA McKINNON, et al.,

21 Plaintiffs,

22 v.

23 DOLLAR THRIFTY AUTOMOTIVE  
24 GROUP, INC. d/b/a DOLLAR RENT A  
25 CAR; DOLLAR RENT A CAR, INC.;  
DTG OPERATIONS, INC. d/b/a DOLLAR  
RENT A CAR; and DOES 1-10, inclusive,

26 Defendants.  
27  
28

Case No. 12-cv-04457-YGR

**CLASS ACTION**

PROOF OF SERVICE

1 I, the undersigned, declare under penalty of perjury that I am employed with WHATLEY  
2 KALLAS, LLP, whose address is 1 Sansome Street, 35<sup>th</sup> Floor, PMB #131, San Francisco, CA  
3 94104/16870 W. Bernardo Dr., Suite 400, San Diego, CA 92127. I am over the age of eighteen  
4 years and not a party to this action; that I served the below named persons the following  
5 documents:

6 **FIFTH AMENDED CLASS ACTION COMPLAINT**

- 7  By personally delivering copies to the person served at the following address:
- 8  Via the Court's electronic notification system to the addressees listed below;
- 9  Via Electronic Mail (**as noted**). I caused the foregoing documents to be sent to the  
10 addressees named below via their email addresses as set forth.
- 11  By Overnight Mail (**as noted**). By placing a Federal Express Envelope addressed to the  
12 named party on the service list attached hereto and depositing said envelope in the Federal  
13 Express Pickup Box located on Willow Creek Road in San Diego, California 92131.
- 14  Via U.S. Mail. By placing a copy in a separate envelope, with postage fully prepaid, for  
15 each addressee named below and depositing each for collection and mailing pursuant to  
16 the ordinary business practice of this office, which mail is deposited with the U.S. Postal  
17 Service on the same day at San Diego, California.

18 **SEE ATTACHED SERVICE LIST**

19 Executed this 8<sup>th</sup> day of November, 2016 at San Diego, California.

20   
21 \_\_\_\_\_  
22 SALLY CORMIER

**SERVICE LIST**

<p>1 2 3 4 5 6 7 8 9</p> <p>KELLER SLOAN ROMAN &amp; HOLLAND, LLP Kenneth E. Keller kkeller@ksrh.com Tracy M. Clements tclements@ksrh.com 555 Montgomery Street, 17<sup>th</sup> Fl. San Francisco, CA 94111 Tel: (415) 249-8330 Fax: (415) 249-8333</p> <p>Attorneys for Defendants DOLLAR THRIFTY AUTOMOTIVE GROUP, INC.; DOLLAR RENT A CAR, INC. and DTG OPERATIONS, INC.</p>	<p>JENNER &amp; BLOCK, LLP John F. Ward, Jr. (Admitted <i>Pro Hac Vice</i>) jward@jenner.com Ross B. Bricker (Admitted <i>Pro Hac Vice</i>) rbricker@jenner.com Jill Hutchison (Admitted <i>Pro Hac Vice</i>) jhutchison@jenner.com Daniel J. Weiss (Admitted <i>Pro Hac Vice</i>) dweiss@jenner.com 353 N. Clark Street Chicago, IL 60654-3456 Tel: (312) 222-9350 Fax: (312) 840-7650</p> <p>Attorneys for Defendants DOLLAR THRIFTY AUTOMOTIVE GROUP, INC.; DOLLAR RENT A CAR, INC. and DTG OPERATIONS, INC.</p>
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