

1 Lori E. Andrus (SBN 205816)
 Jennie Lee Anderson (SBN 203586)
 2 Leland H. Belew (SBN 293096)
 Paul Laprairie (SBN 312956)
 3 ANDRUS ANDERSON LLP
 155 Montgomery Street, Suite 900
 San Francisco, California 94104
 4 Telephone: (415) 986-1400
 Facismile: (415) 986-1474
 5 lori@andrusanderson.com
jennie@andrusanderson.com
leland.belew@andrusanderson.com
paul.laprairie@andrusanderson.com

7 Clinton A. Krislov (*pro hac vice forthcoming*)
 Christopher M. Hack (*pro hac vice forthcoming*)
 8 KRISLOV & ASSOCIATES, LTD
 20 North Wacker Drive, Suite 1300
 9 Chicago, Illinois 60606
 Telephone: (312) 606-0500
 Facsimile: (312) 739-1098
 10 clint@krislovlaw.com
chris@krislovlaw.com

11
12 *Attorney for Plaintiff and the Proposed Class*

13 **UNITED STATES DISTRICT COURT**
 14 **NORTHERN DISTRICT OF CALIFORNIA**
 15 **SAN FRANCISCO DIVISION**

16 RONALD G. DENICOLO, JR., on behalf
17 of himself and others similarly situated,

18 Plaintiff,

19 v.

20 THE HERTZ CORPORATION and
VIKING CLIENT SERVICES, INC., d/b/a
21 VIKING BILLING SERVICE,

22 Defendants.

No. 3:19-cv-210

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 where customers are first notified of claims more than 30 days after the date of the alleged
2 damage.

3 **II. JURISDICTION AND VENUE**

4 2. This Court has original jurisdiction over this action pursuant to 28 U.S.C. §
5 1331 because Counts I and II are brought under the Fair Debt Collection Practices Act, 15
6 U.S.C § 1692k(d), and Count V is brought under the Federal Declaratory Judgment Act, 25
7 U.S.C. § 2201, and pursuant to 28 U.S.C. § 1367 because Counts III-IV are supplemental to
8 the federal claims.

9 3. Venue is proper pursuant to 28 U.S.C. § 1391 because a substantial part of the
10 events giving rise to Plaintiff's claims occurred in this judicial district. Further, Defendants
11 reside in this judicial district for purposes of § 1391. Also, Defendants have used the laws
12 within, and have done substantial business in, this judicial district.

13 **III. PARTIES**

14 4. Plaintiff Ronald G. DeNicolo Jr. is a citizen of the State of Illinois and resides
15 in Riverside, Illinois. On February 8, 2018, he rented a car from Hertz's Thrifty rental facility
16 at San Francisco International Airport. He returned the car undamaged to the same facility on
17 Feb. 9, 2018. On May 29, 2018 – 110 days after he returned the car – Plaintiff received a letter
18 from Viking purporting to seek \$1,303.70 for damage allegedly done to the vehicle he rented
19 in February.

20 5. Defendant The Hertz Corporation is a Delaware corporation headquartered in
21 Estero, Florida. Defendant operates the Hertz, Dollar and Thrifty car rental brands with
22 approximately 9,700 corporate and franchise locations around the world. Hertz's registered
23 agent in California is CT Corporation System, 818 West Seventh Street, Suite 930, Los
24 Angeles, California, 90017.

1 6. Defendant Viking Client Services, Inc., d/b/a Viking Billing Service, is a
2 Minnesota corporation that acts as a debt collector as defined by the FDCPA, 15 U.S.C. §
3 1692a, because it regularly uses the mails and/or the telephone to collect, or attempt to collect,
4 delinquent consumer debts. Viking holds a valid Illinois debt-collection license issued by the
5 Illinois Department of Financial and Professional Regulation. Viking is Hertz's agent in
6 collecting debts arising from damage to rental cars. Viking's registered agent is located at
7 7500 Office Ridge Circle #100, Eden Prairie, Minnesota, 55344.

8 **IV. FACTUAL ALLEGATIONS**

9 7. At 9:54 a.m. on February 8, 2018, Plaintiff rented a Nissan Versa from Hertz's
10 Thrifty rental-car facility at San Francisco International Airport.

11 8. At 10:08 a.m. on February 9, 2018, Plaintiff returned the car to the Thrifty
12 location at San Francisco International Airport.

13 9. The car was not damaged while in Plaintiff's possession. Upon returning the
14 car to Thrifty, no one alleged that the car was damaged, or that Plaintiff was responsible for
15 any additional charges beyond the \$43.82 he paid for the one-day rental.

16 10. After returning the car, Plaintiff returned home to Chicago and heard nothing
17 further regarding the rental from either Defendant for more than three months.

18 11. On or about May 29, 2018, Plaintiff received a letter from "Viking Billing
19 Service" stating, in part, that:

20 Viking Billing Service has been assigned a claim by Dollar Thrifty Corp for damages
21 incurred to a vehicle you rented. As authorized agents, we would like to extend an offer
to you to resolve your claim balance for 80% of the current amount due.

22 *See* May 29, 2018 Viking letter, attached hereto as Ex. A. This letter was the first time
23 Plaintiff learned that Hertz was claiming he damaged the car he rented months earlier. In this
24
25

1 letter, Viking did not identify itself as a debt collector; nor did the letter include any FDCPA-
2 required warning language.

3 12. After receipt of the May 29, 2018 letter, Plaintiff called Thrifty to inquire about
4 the legitimacy of Viking, and to state that he did not damage Thrifty's car. A Thrifty
5 representative confirmed that they had no record of Plaintiff damaging the car, emailed
6 Plaintiff Thrifty's closing rental agreement showing that he had already paid the full amount –
7 \$43.82 for a one-day rental – for which he was responsible, and suggested he contact Viking
8 regarding the letter.

9 13. Shortly thereafter, Plaintiff called Viking, explained he had not damaged the car
10 and that the letter was the first indication of any claim against him by Hertz in the more than
11 three months since the rental. In alleged support of Viking's claim, its representative emailed
12 Plaintiff (i) a letter dated December 17, 2015 stating that Viking had been retained by Hertz as
13 Hertz's agent in recovery of damages to rental vehicles, attached hereto as Ex. B; (ii)
14 Plaintiff's "opening" Hertz rental agreement, attached hereto as Ex. C; (iii) Plaintiff's
15 "closing" rental agreement, attached hereto as Ex. D; (iv) Hertz rental terms and conditions
16 pertaining to rentals within the Republic of Croatia, attached hereto as Ex. E;¹ (v) a Hertz
17 "Vehicle Incident Report" dated, alternatively, February 10, 2018 and February 14, 2018,²
18 purporting to detail damage to the vehicle Plaintiff rented and incorrectly noting that
19 "Customer Doesn't Speak English," attached hereto as Ex. F;³ (vi) a purported estimate dated
20

21 ¹ Plaintiff rented the vehicle in San Francisco and drove it exclusively in San Francisco for one
22 day. He did not rent a car in the Republic of Croatia.

23 ² The space on the Vehicle Incident Report marked "Today's Date," states February 10, 2018 –
24 a day after Plaintiff returned the car. *See* Ex. F. However, the report is also twice stamped
25 with the date February 14, 2018 – five days after Plaintiff returned the car. *Id.*

³ Plaintiff – a native of Naperville, Illinois, graduate of Illinois State University and lifelong
resident of the immediate Chicago area – does in fact speak English, exclusively.

1 February 12, 2018 by “DTAG Rental Operations” to repair damage to a 2016 Nissan Versa for
2 \$1,203.70, attached hereto as Ex. G;⁴ and (vi) pictures purporting to show damage to a Nissan
3 Versa, attached hereto as Ex. H.

4 14. On or about June 6, 2018, Plaintiff received a second letter from Viking, again
5 demanding \$1,303.70 for the purported damage to Plaintiff’s rental car in February 2018. *See*
6 June 6, 2018 letter, attached hereto as Ex. I. This letter – sent to Plaintiff *after* Plaintiff had
7 already proactively responded to Viking’s first letter regarding the Hertz claim – now
8 contained standard FDCPA warning language that Viking was a debt collector and that any
9 information obtained from Plaintiff would be used for that purpose. *Id.*

10 15. On or about July 11, 2018, Plaintiff received a third letter from Viking, again
11 demanding the \$1,303.70 for the purported Hertz claim. *See* July 11, 2018 letter, attached
12 hereto as Ex. J. This letter repeated May 29, 2018 letter’s offer to settle the matter for 80
13 percent of the claim amount. *Id.* As with the June 6, 2018 letter, this letter included standard
14 FDCPA warning language. *Id.*

15 16. On or about August 31, 2018, Plaintiff received a fourth letter from Viking,
16 again demanding \$1,303.71 for the purported Hertz claim. *See* August 31, 2018 letter,
17 attached hereto as Ex. K. This time, Viking offered to put Plaintiff on a payment plan. *Id.*
18 This letter included standard FDCPA warning language. *Id.*

19 17. Viking’s practice of collecting damage claims on behalf of rental-car companies
20 for purported damage to rental cars that occurred months earlier is widespread, as documented
21 in a recent Detroit Free Press column:

22 How’s this one for a summer vacation horror story? Rent a car, return it
23 and then, three or four months later, get a bill for \$500 or more for
24 damages.

25 ⁴ The repair estimate does not indicate whether Hertz actually had the vehicle repaired, or how much, if anything, Hertz paid to have the vehicle repaired.

1
2 Maybe you're being charged for dings that you're convinced weren't there when you turned in the rental car.

3 It's one potential rip-off to avoid during the summer vacation season. Angry consumers who have found themselves staring at a bill have
4 turned to the Better Business Bureau and others to complain about their billing and collections incidents involving rental cars and damages.

5
6 One consumer complained late last year to the BBB saying, 'I rented a car from Budget and returned it on July 5th of (2017), 5 months after
7 returning the car I get a bill from Viking Billing Services stating that I damaged the car and claimed \$798.01. I know there was no damage
8 while I had the car.'

9 Another consumer was upset about a claim for \$1,386.68 for damage that the consumer did not believe took place during the rental.

10 A local consumer told me about renting a car at Thanksgiving from Thrifty and then receiving a bill from Viking Client Services, a
11 collections agency and billing service, in March for about \$465 – including roughly \$100 for 'loss of use' on the car and a \$50
12 administrative fee. Again, the driver complained that the damage wasn't there when that customer returned the car. The report noted that the
13 'customer walked away' when the car was dropped off, as allowed, before the office opened because the couple was catching an early flight.

14
15 Consumers are often upset with the car rental companies, as well as the billing service, which may send the first notice the customer sees about the charge for the damages.

16 About 90 complaints were answered or resolved in the past three years involving Viking, including 59 involving billing or collection issues,
17 according to the BBB.

18 Susan Tompor, *Car rental customers: Watch your mail for this unexpected bill*, Detroit Free
19 Press, June 6, 2018.⁵

20
21 18. There have indeed been more than 90 complaints filed with the BBB concerning
22 Viking over the past three years.⁶ A review of the BBB filings shows that about half of the

23
24 ⁵ See <https://www.freep.com/story/money/personal-finance/susan-tompor/2018/06/06/rental-car-damages-bill/668517002/> (last visited December 5, 2018).

25 ⁶ See <https://www.bbb.org/us/mn/eden-prairie/profile/billing-services/viking-client-services-llc-0704-20958/complaints> (last visited November 29, 2018).

1 complaints that included details of the underlying transaction specifically note that the
2 complainant received first notice from the Viking of the damage claim more than 30 days after
3 the rental. Many more complaints do not include both the rental return date and the date of the
4 first letter from Viking.

5 19. Viking's practice of dunning customers of rental-car companies like Hertz more
6 than 30 days after the rental continues to this day. This complaint was received by the BBB on
7 November 2, 2018:

8 I rented a VW beetles from Budget in Santa Ana airport, Orange County,
9 California from Aug 31 to Sep 3, 2018. When I returned it around 9:40pm on
10 Sep 3, I inspected it and found NO damage. I handed the rental car over to a
11 Budget staff who is a slim, tall African American gentleman in his mid age. He
12 took mileage, took a look inside the car, then inspected outside of the car. He
13 printed out a receipt after he was done. He did NOT find the car was damaged.
14 Budget Viking sent me a [demand for] payment \$322.40 for a damage on this
15 car on Oct 18. When I asked for proof, from all the pictures Viking sent, there is
16 not a single picture shows there is a damage on the car (rear fender?). I returned
17 the car on Sep 3, repair receipt from body shop shows Sep 12. What happened
18 between after 10:30pm Sep 3 to Sep 12? How many miles had the car been
19 driven? I can not get any information from them.

20 *Id.*

21 20. And this complaint was received by the BBB on November 1, 2018:

22 I had a car rental with Dollar from May 4-7 in Inglewood, CA. I dropped
23 the car off in perfect condition. I started getting letters from Viking in
24 August regarding payment that I owed for damage to the vehicle. I have
25 left Viking voicemails, and they are not getting back to me. I called
Dollar directly and they have no record of any damage every being on
the car. Therefore, I believe Viking is a SCAM and I no longer want
letters from them. They even sent another letter to only pay 80% of the
cost, which seems very bizarre. Can you please have them stop mailing
me letters for amounts that I owe in money as I never damaged any
vehicle.

26 *Id.*

27 V. CLASS ACTION ALLEGATIONS

- 1 a) Whether Viking violated the federal Fair Debt Collection Practices Act;
- 2 b) Whether Defendants violated California's Consumers Legal Remedies Act;
- 3 c) whether Defendants breached the covenant of good faith and fair dealing;
- 4 d) whether Plaintiff is entitled to declaratory judgment;
- 5 e) whether Plaintiff and Class members are entitled to injunctive relief;
- 6 f) whether Plaintiff and Class members have suffered damages; and
- 7 g) whether Plaintiff and Class members are entitled to equitable relief.

8 26. **Typicality**. Plaintiff is a member of the Class and Subclasses and has claims
9 that are typical of all members of the Class and Subclasses. Plaintiff's claims and all Class
10 members' claims arise out of the same uniform course of conduct by Defendants and may be
11 remedied under the same legal theories.

12 27. **Adequacy**. Plaintiff will fairly and adequately represent the interests of the
13 members of the Class and Subclasses. Plaintiff has no conflicts of interest with, or interests
14 that are any different from, those of the other Class members. Plaintiff has retained competent
15 counsel experienced in consumer class actions of this type and other complex litigation.

16 28. This case fits into the Rule 23(b)(3) category:

17 29. **Predominance**. Common questions of law and fact predominate over questions
18 affecting only individual Class members, and the Court, as well as the parties, will spend the
19 vast majority of their time working to resolve these common issues.

20 30. **Superiority**. A class action is superior to all other feasible alternatives for the
21 resolution of this matter. Individual litigation of multiple cases would be highly inefficient, a
22 gross waste of the resources of the court and of the parties, and potentially could lead to
23 inconsistent results that would be contrary to the interests of justice.

24 //

25

1 estimate (purportedly on February 12, 2018) to repair the purported damage. However, it was
2 not until May 29, 2018 that Plaintiff was first informed that he was the subject of a damage
3 claim stemming from the rental more than three months earlier.

4 37. Moreover, by having the initial dunning letter be the first notification to
5 Plaintiff of the claim, Viking – undisputedly a professional debt collector – was nevertheless
6 able to avoid including FDCPA warning language on that letter because it could subsequently
7 argue that the debt was not in default at that point as Plaintiff had not yet learned of any claim
8 from either Hertz or Viking. It was only after Plaintiff received the first letter and contacted
9 Viking without the benefit of the FDCPA warning language that Viking then sent him FDCPA-
10 compliant dunning notices and then began unquestionably treating the debt as in default.

11 38. The foregoing unfair and unconscionable conduct was not isolated or
12 inadvertent. In federal litigation in jurisdictions across the country, Viking has been accused of
13 improperly initiating debt-collection activities on behalf of car-rental companies months after
14 purported damage to rental cars occurred. Indeed, Viking has even escaped FDCPA liability in
15 prior car-rental damage litigation by claiming it was not acting as a debt collector because it
16 had not acquired rental-car debt that was in default as the initial dunning letter was the first
17 time the customer heard anything about the claim.

18 39. The dunning notices that Viking sent to Plaintiff were form letters generated in
19 the regular course of Viking's business, pursuant to its policies and procedures.

20 40. Viking sent substantially similar form letters to other Class members and
21 engaged in similar unfair and unconscionable debt collection practices with respect to other
22 class members, in violation of the FDCPA.

23 41. As a result of Viking's violations of the FDCPA, Plaintiff and the Class are
24 entitled to actual damages, statutory damages in the amount of \$500,000 or 1 percent of
25

1 Viking's net worth, the costs of this action, reasonable attorneys' fees, and other appropriate
2 relief.

3 **COUNT II**
4 **Violation of the Fair Debt Collections Act**
5 **15 USC § 1692e**
6 **Against Viking On Behalf of Plaintiff and the Class**

7 1. Plaintiff incorporates the allegations in the previous paragraphs of this
8 Complaint as if fully set forth herein.

9 2. The FDCPA prohibits "any false, deceptive, or misleading representation or
10 means in connection with the collection of any debt [including] the character, amount, or legal
11 status of any debt..." 15 U.S.C. § 1692e(2)(A).

12 3. It is false, deceptive or misleading for Defendants to attempt to collect debt for
13 damage to a rental car many months after the damage purportedly occurred.

14 4. Specifically, Viking has misrepresented the character, amount and legal status
15 of that debt in violation of the FDCPA.

16 5. As a result of Viking's violations of the FDCPA, Plaintiff and Class members
17 are entitled to actual damages, statutory damages in the amount of \$500,000 or 1 percent of
18 Viking's net worth, the costs of this action, reasonable attorneys' fees, and other appropriate
19 relief.

20 **COUNT III**
21 **Violation of the Illinois Vehicle Code**
22 **625 ILCS 5/6-305.2**
23 **Against Viking On Behalf of Plaintiff and The Illinois Subclass**

24 6. Plaintiff incorporates the allegations in the previous paragraphs of this
25 Complaint as if fully set forth herein.

7. The Illinois Vehicle Code states that:

1 No rental company shall require any payment for damage to the rental
2 vehicle, upon the renter's return of the vehicle in a damaged condition,
3 until after the cost of the damage to the vehicle and liability therefor is
4 agreed to between the rental company and renter or is determined
5 pursuant to law.

6 625 ILCS 5/6-305.2.

7 8. Here, there was no agreement reached regarding the cost of the damage to
8 vehicle or liability therefore between Plaintiff and Hertz, nor were those issues determined
9 pursuant to law. Indeed, Plaintiff did not even damage the vehicle, and he learned of Hertz's
10 claim only after Viking began dunning him three months after the rental.

11 9. By attempting to collect a debt before complying with the requirements of the
12 Illinois Vehicle Code, Viking has misrepresented the character, amount and legal status of that
13 debt in violation of the FDCPA.

14 10. The dunning notices that Viking sent to Plaintiff and Illinois Subclass members
15 were form letters generated in the regular course of Viking's business, pursuant to its policies
16 and procedures.

17 11. Viking sent substantially similar form letters to other Illinois Subclass members
18 and engaged in similar unfair and unconscionable debt collection practices with respect to
19 other class members, in violation of the FDCPA.

20 12. As a result of Viking's violations of the FDCPA, Plaintiff and the Illinois
21 Subclass members are entitled to actual damages, statutory damages in the amount of \$500,000
22 or 1 percent of Viking's net worth, the costs of this action, reasonable attorneys' fees, and
23 other appropriate relief.

24 **COUNT IV**
25 **Breach of the Covenant of Good Faith and Fair Dealing**
Against Hertz and on behalf of Plaintiff and the California Subclass and the
Illinois Subclass Members

1 In a case of an actual controversy within its jurisdiction...any court of
2 the United States, upon the filing of an appropriate pleading, may
3 declare the rights and other legal relations of any interested party
4 seeking such declaration, whether or not further relief could be sought.

28 U.S.C. § 2201(a).

5 21. As set forth *supra*, there is a real and actual controversy between Plaintiff and
6 Defendants regarding Viking's ongoing and unlawful attempts to collect debt on Hertz's behalf
7 from Plaintiff. Defendants are trying to collect money from Plaintiff for damage to a rental car
8 he did not cause and which he was not notified of until more than three months after it
9 allegedly occurred. By waiting months to initiate collection on their purported damage claims,
10 Defendants have prevented customers from timely contesting the claims with the original
11 creditor, deprived customers who actually damaged rental cars of insurance coverage – and
12 exponentially increased the likelihood of mistake and fraud.

13 22. The controversy between Plaintiff and Defendants is thus real and substantial
14 and demands specific relief through a decree of a conclusive character.

15 23. Accordingly, Plaintiff seeks a declaratory judgment decreeing that Defendants
16 may not attempt to collect debt stemming from damage to Hertz's rental cars where the first
17 notice of the claim is furnished to customers more than 30 days after the date the alleged
18 damage occurred.

19 **VII. JURY DEMAND**

20 24. Plaintiff and members of the class request a jury trial.

21 **VIII. PRAYER FOR RELIEF**

22 25. Plaintiff, for himself and for all members of the Class, respectfully requests that
23 this Court:

- 24 a) Certify the class as requested herein, appoint Plaintiff as Class Representative
25 and his selection of counsel as Class Counsel, and order class-wide relief;

- 1
- 2 b) Adjudge and decree that Defendants have engaged in the conduct alleged
- 3 herein;
- 4 c) Enjoin and restrain Defendants and their officers and agents from continuing or
- 5 engaging in similar conduct as alleged herein;
- 6 d) Order that Defendants pay restitution to Plaintiff and the class which would
- 7 restore Plaintiffs and the class to the financial position they would have been in
- 8 absent Defendants' unlawful conduct;
- 9 e) Order that Defendants pay any statutory damages as a result of their unlawful
- 10 conduct;
- 11 f) Order that Defendants pay any compensatory damages as a result of their
- 12 unlawful conduct;
- 13 g) Order that Defendants pay punitive damages as a result of their unlawful
- 14 conduct;
- 15 h) Order that Defendants pay interest on the monies wrongfully obtained from the
- 16 date their unlawful practice began through the date of entry of judgment in this
- 17 action;
- 18 i) Order Defendants to identify victims of their unlawful conduct;
- 19 j) Order that Defendants are financially responsible for notifying all members of
- 20 the Cclass of the unlawful conduct set forth herein;
- 21 k) Award attorneys' fees, expenses, and recoverable costs reasonably incurred in
- 22 connection with the commencement and prosecution of this action; and
- 23 l) Grant all other such relief as the Court deems necessary and proper.

24 Respectfully submitted,

25 Dated: January 11, 2019

By: /s/ Lori E. Andrus

Lori E. Andrus (SBN 205816)
Jennie Lee Anderson (SBN 203586)
Leland H. Belew (SBN 293096)
Paul Laprairie (SBN 312956)
ANDRUS ANDERSON LLP
155 Montgomery Street, Suite 900
San Francisco, California 94104
Telephone: (415) 986-1400
Facismile: (415) 986-1474
lori@andrusanderson.com
jennie@andrusanderson.com
leland.belew@andrusanderson.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

paul.laprairie@andrusanderson.com

Clinton A. Krislov (*pro hac vice forthcoming*)
Christopher M. Hack (*pro hac vice forthcoming*)
KRISLOV & ASSOCIATES, LTD
20 North Wacker Drive, Suite 1300
Chicago, Illinois 60606
Telephone: (312) 606-0500
Facsimile: (312) 739-1098
clint@krislovlaw.com
chris@krislovlaw.com

Attorneys for Plaintiff and the Proposed Class

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

RONALD G. DENICOLO, JR., individually and on behalf of others similarly situated

(b) County of Residence of First Listed Plaintiff COOK COUNTY, ILLINOIS (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) ANDRUS ANDERSON LLP KRISLOV & ASSOCIATES, LTD 155 Montgomery St., Ste. 900, SF, CA 94104 20 North Wacker Dr., Ste. 1300 Chicago, IL 60606 (415) 986-1400 (312) 606-0500

DEFENDANTS

THE HERTZ CORPORATION and VIKING CLIENT SERVICES, INC., d/b/a VIKING BILLING SERVICE

County of Residence of First Listed Defendant LEE COUNTY, FLORIDA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 2 U.S. Government Defendant 3 Federal Question (U.S. Government Not a Party) 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. § 1692k(d); 25 U.S.C. § 2201; and 28 U.S.C. § 1367

Brief description of cause:

Deceptive debt collections practices by Defendants of damages not caused by Plaintiffs' use of rental vehicles

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

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

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 01/11/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Lori E. Andrus

Print

Save As...

Reset

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: Consumer Improperly Billed for Car Damage Following Hertz Rental](#)
