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8 Attorneys for Defendant Avis Budget Group,  
9 Inc.

10 UNITED STATES DISTRICT COURT  
11 SOUTHERN DISTRICT OF CALIFORNIA, SAN DIEGO DIVISION

12 STEVE KRAMER and DAVID KENT  
13 GREENLEY, individually and on behalf  
14 of all others similarly situated,

15 Plaintiffs,

16 vs.

17 AVIS BUDGET GROUP, INC., a  
18 Delaware and New Jersey Corporation,

19 Defendant.

Case No. '19CV0421 GPC NLS

**DEFENDANT AVIS BUDGET  
GROUP, INC.'S NOTICE OF  
REMOVAL PURSUANT TO 28  
U.S.C. §§ 1332, 1441, AND 1446**

[Removal from Superior Court of  
California, San Diego County, Case  
No. 37-2018-00067024-CU-BT-CTL]

FAC filed: Jan. 24, 2019

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

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**TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF CALIFORNIA:**

PLEASE TAKE NOTICE that Defendant Avis Budget Group, Inc. (“Defendant”), by and through its attorneys, hereby removes this action, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, from the Superior Court of the State of California, County of San Diego to the United States District Court for the Southern District of California, San Diego Division. Removal is proper because, as set forth herein, this Court has subject matter jurisdiction over the claims asserted in the action and the procedural requirements for removal have been satisfied.

**I. THE PROCEDURAL REQUIREMENTS FOR REMOVAL ARE SATISFIED.**

1. On or about December 31, 2018, Plaintiffs Steve Kramer and David Kent Greenley (collectively, “Plaintiffs”) commenced this action by filing a complaint in the Superior Court of the State of California, County of San Diego, entitled *Kramer and Greenley v. Avis Budget Group, Inc.*, Case No. 37-2018-00067024-CU-BT-CTL. Plaintiffs filed an Amended Complaint on January 24, 2019. *See* Am. Compl., attached as Exhibit A.

2. Removal is Timely. Plaintiffs attempted to serve Defendant with the Amended Complaint by mail pursuant to California Code of Civil Procedure section 415.30.<sup>1</sup> Defendant executed and returned an acknowledgement of receipt of the Amended Complaint on February 1, 2019. *See* Notice of Acknowledgement and Receipt Form, attached as Exhibit B. Service, accordingly, was deemed effective as of February 1, 2019. *See* Cal. Code Civ. Proc., §415.30(c).

<sup>1</sup> Defendant was not properly served with the original Complaint.

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1           3.       This Notice of Removal is timely because it is being filed within thirty  
2 days of the date of service of the Amended Complaint. *See* 28 U.S.C. § 1446(b)(1);  
3 *Murphy Bros. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 348 (1999).<sup>2</sup>

4           4.       Pleadings and Process. Pursuant to 28 U.S.C § 1446(a), a copy of all  
5 process, pleadings, orders, and other papers served on Defendant are attached hereto  
6 as Exhibit C.

7           5.       Removal to Proper Court. Venue is proper in this Court pursuant to 28  
8 U.S.C. §§ 84(d) and 1441(a) because the United States District Court for the  
9 Southern District of California is the federal judicial district embracing the  
10 Superior Court of California, County of San Diego, where this action was  
11 originally filed.

12          6.       Notice. Defendant will promptly file with the Clerk of the Superior  
13 Court of the State of California, County of San Diego, and serve on Plaintiffs, a  
14 copy of this Notice, as required by 28 U.S.C. § 1446(d).

15          7.       Signature. This Notice is signed pursuant to Federal Rule of Civil  
16 Procedure 11. *See* 28 U.S.C. § 1446(a).

17          8.       No previous request has been made for the relief requested herein.

18          9.       By filing a Notice of Removal in this matter, Defendant does not  
19 waive its right to object to service of process, the sufficiency of process,  
20 jurisdiction over the person, or venue, and Defendant specifically reserves the  
21 right to assert any defenses and/or objections to which it may be entitled.

22 **II. REMOVAL AND JURISDICTION UNDER CAFA ARE PROPER.**

23          10.       Any civil action brought in a state court of which the federal district  
24 courts have original jurisdiction, may be removed by the defendant to the  
25 appropriately located district court. 28 U.S.C. § 1441(a). Under the Class  
26 Action Fairness Act of 2005 (“CAFA”), federal courts have original jurisdiction

27 <sup>2</sup> The thirtieth day from the date of service was March 3, 2019, a Sunday. The period  
28 in which to file, accordingly, was extended through Monday 4, 2019 – the date on  
which this Notice is being filed. *See* Fed. R. Civ. P. 6(a)(1)(C).

1 over a putative “class action” if: (1) any member of the putative class is a citizen  
2 of a state different from *any* defendant; (2) the aggregate amount in controversy  
3 exceeds \$5,000,000; (3) there are at least 100 members of the alleged class; and  
4 (4) the primary defendants are not states, state officials, or other governmental  
5 agencies against which the district court may not order relief. 28 U.S.C. §  
6 1332(d); *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1020-21 (9th Cir. 2007).  
7 Plaintiffs’ Amended Complaint meets each of these requirements.

8 **A. Minimal Diversity Exists**

9 11. There is complete diversity between the parties to this action.

10 12. The Amended Complaint alleges that Plaintiff Steve Kramer is “a  
11 resident of San Diego, California, and he has no intention of changing his  
12 residence.” Am. Compl., ¶ 8, Ex. A.

13 13. The Amended Complaint alleges that Plaintiff David Kent Greenley  
14 “is a resident of Burbank, California.” Am. Compl., ¶ 9, Ex. A.

15 14. For purposes of diversity jurisdiction, a corporation’s citizenship is in  
16 the state of its incorporation and principal place of business. *Hertz Corp. v.*  
17 *Friend*, 559 U.S. 77, 85-92 (2010).

18 15. Defendant is a corporation organized under the laws of Delaware.  
19 Am. Compl., ¶ 17, Ex. A; *see also* Declaration of Corey Harp (“Harp Decl.”),  
20 ¶ 3. Defendant’s principal place of business is New Jersey. Am. Compl., ¶ 18,  
21 Ex. A; Harp Decl., ¶ 3. Thus, Defendant is a citizen of the states of Delaware  
22 and New Jersey. *See* 28 U.S.C. § 1332(c)(1).

23 16. Accordingly, complete diversity exists among the parties. 28 U.S.C.  
24 § 1441(b)(2).

25 **B. The Aggregate Amount in Controversy Exceeds \$5,000,000**

26 17. Jurisdiction is proper under CAFA “if the value of the matter in  
27 litigation exceeds \$5,000,000 either from the viewpoint of the plaintiff or the  
28 viewpoint of the defendant, and regardless of the type of relief sought (e.g.,

1 damages, injunctive relief, or declaratory relief.” Senate Judiciary Committee  
 2 Report, S. Rep. No. 109-14, at 42 (2005), *reprinted in* 2005 U.S.C.C.A.N. 3, 40.  
 3 Any doubts under CAFA are to be determined in favor of federal jurisdiction.  
 4 *See id.* at 42-43 (“[I]f a federal court is uncertain about whether ‘all matters in  
 5 controversy’ in a purported class action do not in the aggregate exceed the sum  
 6 or value of \$5,000,000, the court should err in favor of exercising jurisdiction  
 7 over the case[...].”).

8 18. In determining whether the amount in controversy exceeds  
 9 \$5,000,000 for purposes of CAFA removal, “the claims of individual class  
 10 members shall be aggregated.” *See* 28 U.S.C. §§ 1332(d)(2), 1332(d)(6). To  
 11 measure this, courts look first to the complaint itself. *See Lewis v. Verizon*  
 12 *Communications, Inc.*, 627 F.3d 395, 399 (9th Cir. 2010) (“[T]he sum claimed  
 13 by the plaintiff controls if the claim is apparently made in good faith.”) (citations  
 14 omitted); *see also Muniz v. Pilot Travel Ctrs. LLC*, No. CIV. S-07-0325FCDEFB,  
 15 2007 WL 1302504, at \*3 (E.D. Cal. May 1, 2007) (“[T]he court must accept as true  
 16 plaintiff’s allegations as plead in the Complaint and assume that plaintiff will prove  
 17 liability and recover the damages alleged.”) (citations omitted).

18 19. Although Defendant denies any and all liability as to Plaintiffs’  
 19 claims, it is clear that the aggregate amount in controversy exceeds the  
 20 \$5,000,000 jurisdictional amount.

21 20. Plaintiffs assert two claims for relief. They allege violations of the  
 22 California Constitution, Article I, Section 1 and violations of California’s Rental  
 23 Passenger Vehicle Transactions Law, California Civil Code § 1939.01 *et. seq.*  
 24 Plaintiffs seek to represent the following putative class<sup>3</sup>:

- 25 (1) All California residents who, during the period from December 31,  
 26 2015, until the date of class certification, rented a vehicle from Avis Rent

27 <sup>3</sup> Defendant explicitly denies that Plaintiffs have any standing to assert claims in  
 28 connection with Zipcar and/or Payless Car Rental as neither allege transactions with  
 either entity.

1 a Car, Budget Rent a Car, Zipcar, and Payless Car Rental on a short-term  
 2 basis and who paired their Devices with the vehicle's Rental  
 3 Technology, and

- 4 (2) [A]ll residents of states other than California who, during the period  
 5 from December 31, 2015, until the date of class certification, rented a  
 6 vehicle within the State of California from Avis Rent a Car, Budget Rent  
 7 a Car, Zipcar, and Payless Car Rental on a short-term basis and who  
 8 paired their Devices with the vehicle's Rental Technology.

9 Excluded from the Class are: (a) Defendant, Defendant's board  
 10 members, executive-level officers and attorneys, and immediately family  
 11 members of any of the foregoing persons; (b) governmental entities; (c)  
 12 the Court, the Court's immediate family, and the Court staff; and (d) any  
 13 person that timely and properly excludes himself or herself from the  
 14 Class in accordance with Court-approved procedures.

15 Am. Compl., ¶ 40, Ex. A.

16 21. **The Amended Complaint seeks consequential damages.** Am.  
 17 Compl., ¶ 82, Ex. A; *see also id.* at *Prayer for Relief*. This includes, but is not  
 18 limited to, out-of-pocket costs for identity theft insurance and credit monitoring.  
 19 Am. Compl., ¶ 82, Ex. A. Such damages alone exceed the \$5,000,000 minimum.  
 20 Defendant estimates that for 2017 and 2018, the two subsidiaries of Defendant  
 21 from whom Plaintiffs rented vehicles, Avis Rent A Car System, LLC ("ARACS")  
 22 and Budget Rent A Car System, LLC ("BRACS"),<sup>4</sup> collectively had approximately  
 23 6,556,407 rentals with a vehicle pick-up located in California. Harp Decl., ¶¶ 4,  
 24 6. As a result, the putative class, as defined by Plaintiffs, could consist of  
 25 approximately 6,556,407 class members. In *Porras v. Sprouts Farmers Mkt., LLC*,  
 26 No. EDCV161005JGBKKX, 2016 WL 4051265, at \*3 (C.D. Cal. July 25, 2016), the  
 27 Court held that, in calculating the amount in controversy, the reasonable cost of  
 28 providing each class member with credit monitoring was \$15.95 per month per

<sup>4</sup> Plaintiffs have improperly named Avis Budget Group, Inc. as a defendant in the instant action as neither of them have had any transactions with that entity. As noted above, Plaintiffs, in fact, rented vehicles from ARACS and BRACS.

1 person. In this case, such an estimate would lead to an amount in controversy of  
2 \$104,574,691.65 with the estimated class size of 6,556,407 class members for a  
3 single month of credit monitoring. Harp Decl., ¶ 4.

4 **22. The Amended Complaint seeks equitable monetary relief.** Am.  
5 Compl., Prayer for Relief, Ex. A. Plaintiff asserts that “Defendant has been  
6 unjustly enriched, in part because it would be against equity and good conscience to  
7 allow Defendant to retain the monies it obtained from the Class members in  
8 connection with its violation of their privacy rights as described herein.” See Am.  
9 Compl., ¶ 69, Ex. A. Revenue received from ARACS and BRACS rentals in the  
10 State of California over the alleged class period well exceeds \$5,000,000, and  
11 accordingly, any award requiring a disgorgement of these monies, as Plaintiffs  
12 request, would satisfy the CAFA jurisdictional threshold. See Harp Decl., ¶¶ 5-6.

13 **23.** Indeed, with a class size of 6,556,407, it is likely that an award for  
14 equitable monetary relief alone would exceed \$5,000,000. See Harp Decl., ¶ 4.  
15 With a class size of 6,556,407, the jurisdictional minimum would be satisfied even if  
16 each class member only recovered 77 cents. And it is likely that Plaintiffs are  
17 seeking much more than that through their unjust enrichment theory. See *Vasquez v.*  
18 *Blue Cross of California*, No. CV-15-2055-MWF AGRX, 2015 WL 2084592, at \*4  
19 (C.D. Cal. May 5, 2015) (observing that with a class size of 3 million, the  
20 jurisdictional minimum would be satisfied even if each class member only received  
21 a recovery of \$1.62, and noting that because “Plaintiffs seek restitution on this claim,  
22 it is easy to see how each class member would claim an amount greater than  
23 \$1.62.”).

24 **24. The Amended Complaint seeks attorneys’ fees.** See Am. Compl.,  
25 Prayer for Relief, Ex. A. Attorneys’ fees may be used to calculate the amount in  
26 controversy for removal purposes so long as the amount is reasonable.  
27 See *Longmire v. HMS Host USA, Inc.*, No. 12CV2203 AJB DHB, 2012 WL  
28 5928485, at \*9 (S.D. Cal. Nov. 26, 2012) (“[C]ourts may take into account



1 reasonable estimates of attorneys' fees likely to be incurred when analyzing disputes  
2 over the amount in controversy under CAFA.") (citing *Brady v. Mercedes-Benz*  
3 *USA, Inc.*, 243 F. Supp. 2d 1004, 1010-11 (N.D. Cal. 2002)); *Muniz v. Pilot Travel*  
4 *Centers LLC*, No. CIV. S-07-0325FCDEFB, 2007 WL 1302504, at \*2 (E.D. Cal.  
5 May 1, 2007) (holding that attorneys' fees are properly included in the amount in  
6 controversy).

7 25. In class action claims, courts have found 25% of the aggregate  
8 amount in controversy to be the appropriate benchmark for attorneys' fee  
9 awards. See *Campbell v. Vitran Exp., Inc.*, 471 F. App'x 646, 649 (9th Cir. 2012)  
10 (holding that attorneys' fees are properly included in the CAFA amount in  
11 controversy); see also *In re Quintas Securities Litigation*, 148 F. Supp. 2d 967, 973  
12 (N.D. Cal. 2001) (holding that the benchmark for attorneys' fees is 25% in the class  
13 action context).

14 26. Courts may depart from this benchmark upon a reasonable finding.  
15 See *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at  
16 \*29 (N.D. Cal. Apr. 1, 2011), *supplemented*, No. C-06-05778 JCS, 2011 WL  
17 1838562 (N.D. Cal. May 13, 2011) (finding reasonable support to increase the  
18 presumptive benchmark in attorneys' fees from 25% to 42% of the total settlement  
19 payment); *Cicero v. DirecTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486, at \*6  
20 (C.D. Cal. July 27, 2010) (holding that 30% of the total gross settlement amount in  
21 attorneys' fees was reasonable).

22 27. Even when applying the moderate benchmark of 25% of the total  
23 recovery, attorneys' fees on a potential damages award here could be as high as  
24 \$26,143,672.91, just using the above-mentioned estimated value of Plaintiffs'  
25 consequential damages claim for one month of credit monitoring (\$104,574,691.65 x  
26 25%). See, *supra*, ¶ 21.

27 28. **The Amended Complaint seeks injunctive relief.** See Am. Compl.,  
28 Prayer for Relief, Ex. A. It is well settled that in seeking injunctive relief, "the



1 amount of controversy is measured by the value of the object of the litigation.” *Hunt*  
 2 *v. Wash. State Apple Adver. Comm’n*, 432 U.S. 333, 347 (1977); *Cohn v. Petsmart,*  
 3 *Inc.*, 281 F.3d 837, 840 (9th Cir. 2002) (quoting *Hunt v. Wash. State Apple Advert.*  
 4 *Comm’n*, 432 U.S. 333, 347 (1977)); *Quiroga v. Bank of Am., N.A.*, No. EDCV 15–  
 5 1163–MWF(KKx), 2015 WL 4747978, \*2 (C.D. Cal. 2015) (“Where a plaintiff  
 6 seeks injunctive relief, the value of the object of the litigation determines the amount  
 7 in controversy.”).

8 29. Plaintiffs allege that Defendant failed to protect their Private Data.  
 9 Am. Compl., ¶¶ 4-6, Ex. A. As noted in paragraph 21 above, the estimated cost of  
 10 providing each class member with one month of credit monitoring to protect Private  
 11 Data would be \$104,574,691.65. Harp Decl., ¶ 4. Therefore, as a reasonable  
 12 proxy, injunctive relief that obviated the purported need for credit monitoring  
 13 could be valued at the same amount, which in this instance would again exceed  
 14 \$5,000,000.

15 30. **The Amended Complaint seeks pre and post-judgment interest.**  
 16 *See* Am. Compl., Prayer for Relief, Ex. A. Although unnecessary to satisfy the  
 17 CAFA jurisdictional threshold, the amount in controversy exceeds \$5,000,000  
 18 even further when Plaintiffs’ requests for pre- and post-judgment interest are  
 19 added to Plaintiffs’ other alleged damages.

20 31. Plaintiffs’ Amended Complaint demonstrates that the amount in  
 21 controversy in this matter exceeds \$5,000,000.

22 32. Thus, the jurisdictional amount in controversy requirement under  
 23 CAFA is satisfied.

24 **C. The Aggregate Number of Members of the Proposed Plaintiff**  
 25 **Class is 100 or More Persons.**

26 33. Defendant denies that this action is appropriate for class treatment.  
 27 Nevertheless, if this action is determined to be appropriate for class treatment, as  
 28

1 explained above, the number of potential putative class members well exceeds  
2 100. *See* Harp Decl., ¶ 4.

3 **D. Defendant is Not a State, State Official, or Governmental Agency.**

4 34. Defendant is a corporation and therefore, it satisfies the final  
5 requirement for removal under CAFA. Am. Compl. ¶ 17; Harp Decl., ¶ 3.

6 **III. NONE OF CAFA’S “HOME STATE” OR “LOCAL**  
7 **CONTROVERSY” EXCEPTIONS APPLY**

8 35. CAFA’s “home state” exception does not apply to this case. The  
9 home state exception requires: (1) two-thirds or more of the members of the  
10 proposed class in the aggregate to be citizens of the state in which the action is  
11 filed; and (2) all the “primary defendants” to be citizens of the state in which the  
12 action is filed. 28 U.S.C. § 1332(d)(4)(B); *Harrington v. Mattel, Inc.*, No. C07-  
13 05110 MJJ, 2007 WL 4556920, \*5 (N.D. Cal. Dec. 20, 2007). Similarly,  
14 CAFA’s “local controversy” exception requires that: (1) more than two-thirds of  
15 the members of the proposed plaintiff class are citizens of the state in which the  
16 action was originally filed; (2) at least one of the defendants is a citizen of the  
17 state in which the action was originally filed *and* (a) is a defendant “from whom  
18 significant relief is sought” *and* (b) “whose conduct forms a significant basis for  
19 the claims asserted” by the proposed class; (3) the proposed class members  
20 incurred “principal injuries” as a result of the conduct of each defendant in the  
21 state in which the action was originally filed; *and* (4) no other class action has  
22 been filed asserting similar allegations against any of the defendants on behalf of  
23 the same or other persons during the three years prior to filing of the class action  
24 at issue. 28 U.S.C. § 1332(d)(4)(A).

25 Both of these exceptions require at least one defendant to be a California  
26 citizen. Here, Defendant is a citizen of Delaware and New Jersey – not  
27 California. Am. Compl., ¶¶ 17, 18, Ex. A. Accordingly, neither of these  
28 exceptions apply.

1 **IV. CONCLUSION**

2 36. WHEREFORE, Defendant prays that this action be removed from the  
3 Superior Court of the State of California, County of San Diego to the United  
4 States District Court for the Southern District of California.

5  
6 DATED: March 4, 2019

REED SMITH LLP

7  
8 By: /s/ Anthony S. Newman  
9 Anthony S. Newman

10 Attorney for Defendant  
11 Avis Budget Group, Inc.

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# **EXHIBIT A**

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12 *Counsel for Plaintiffs Steve Kramer and David Kent Greenley*  
13 *and the Proposed Class*

14 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SAN DIEGO**

16 STEVE KRAMER and DAVID KENT  
17 GREENLEY, *individually and on behalf of*  
18 *all others similarly situated,*

19 Plaintiffs,

20 v.

21 AVIS BUDGET GROUP, INC., *a Delaware*  
*and New Jersey corporation,*

22 Defendant.  
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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**01/24/2019** at 04:13:00 PM

Clerk of the Superior Court  
By Linda Sheffa, Deputy Clerk

Case No. \_\_\_\_\_

**AMENDED CLASS ACTION  
COMPLAINT**

- 1. Violation of CAL. CONST. art. I, § 1**
- 2. Violation of California’s Rental Passenger Vehicle Transactions Law, CAL. CIV. CODE § 1939.01 et seq.**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs Steve Kramer and David Kent Greenley (together, “Plaintiffs”), individually and  
2 on behalf of all others similarly situated (the “Class,” as defined below), by and through  
3 undersigned counsel, bring this Amended Class Action Complaint against Defendant Avis Budget  
4 Group, Inc. (“Defendant” or “Avis”), and respectfully allege as follows. Plaintiffs base the  
5 allegations herein on personal knowledge as to matters related to, and known to, Plaintiffs. As to  
6 all other matters, Plaintiffs base the allegations herein on information and belief, through  
7 investigation of Plaintiffs’ counsel. Plaintiffs believe substantial evidentiary support exists for the  
8 allegations set forth herein and seek a reasonable opportunity for discovery.

9 **NATURE OF THE ACTION**

10 1. This is a proposed class action against Defendant for failing to promulgate or  
11 maintain adequate policies and procedures to safeguard the “Private Data” (defined below) of  
12 consumers, including the Class members, who rented vehicles on a short-term basis from Avis  
13 Rent a Car, Budget Rent a Car, Zipcar, and Payless Car Rental and who paired their smartphones  
14 or mobile devices (collectively, the “Devices”) with the vehicles’ GPS technology and/or  
15 automotive infotainment systems<sup>1</sup> (collectively, the “Rental Technology”) during the period from  
16 December 31, 2015, to the present.

17 2. When a consumer pairs their Device with the Rental Technology, the Rental  
18 Technology has the capability to collect private and sensitive personal information/data on the  
19 Device and store it on the Rental Technology.

20 3. The private and sensitive personal information/data subject to collection and  
21 storage by the Rental Technology includes, but is not limited to:

- 22 • GPS history of past locations and points of interest;
- 23 • Device name / phone identifier;
- 24 • Personal information (including home address, if available);
- 25 • Contacts and address book;

26 \_\_\_\_\_  
27 <sup>1</sup> “Infotainment system” refers to hardware and software in a vehicle that provides a combination  
28 of entertainment, communications, and information content to the driver or passengers. Most  
infotainment systems are now controlled via a touch-sensitive display in the screen of the  
dashboard.

- 1 • Calendar entries;
- 2 • Internet search history and web browsing data;
- 3 • Call log or text/data messages if the consumer uses hands-free calling or
- 4 texting;
- 5 • Other personal communications including email and social networking
- 6 communications;
- 7 • Application log-in information, including music streaming log-in (such as
- 8 Spotify or Pandora);
- 9 • Choice of music, radio, and other streamed audio or video content; and/or
- 10 • Wi-Fi identifiers (such as mac address, DNS data, and leases such as
- 11 DHCP)

12 (collectively, the “Private Data”).

13 4. Despite performing other routine maintenance to short-term rental vehicles when  
14 consumers return them to Avis (e.g., refueling, vacuuming, and washing), Avis has refused to  
15 conduct routine data clearing/deletion of Private Data from the Rental Technology.

16 5. As a result, when a consumer returns a rental vehicle to Defendant at the conclusion  
17 of a short-term rental, the returned vehicle is placed back into rental circulation with the  
18 consumer’s Private Data accessible to, and available for misuse by, subsequent users of the vehicle.

19 6. Additionally, Defendant has failed to make adequate disclosures to consumers  
20 including the Class members that the Rental Technology featured in its short-term rental vehicles  
21 will collect and indefinitely store the Private Data from their Devices.

22 7. Plaintiffs now bring this action to stop Defendant’s unlawful practices, seeking  
23 injunctive and monetary relief and such additional relief as the Court may deem just and proper.

24 **PARTIES**

25 **Plaintiff Steve Kramer**

26 8. Plaintiff Steve Kramer is a resident of San Diego, California, and he has no  
27 intention of changing his residence.

28



1                   **Plaintiff David Kent Greenley**

2           9.       Plaintiff David Kent Greenley is a resident of Burbank, California.

3           10.       Mr. Greenley routinely travels throughout the continental United States.

4           11.       Mr. Greenley rents from Avis Rent a Car or Budget Rent a Car around 25 times (or  
5 more) per year throughout the country.

6           12.       During the period between December 31, 2015, and the present, Mr. Greenley  
7 obtained numerous short-term rental vehicles from Defendant.

8           13.       During the rental periods for the vehicles, Mr. Greenley paired his Bluetooth  
9 Device with the vehicles' Rental Technology.

10          14.       Because Mr. Greenley paired his Device with the Rental Technology, the Rental  
11 Technology collected and stored Mr. Greenley's Private Data.

12          15.       On information and belief, Defendant did not delete Mr. Greenley's Private Data  
13 from the Rental Technology when Mr. Greenley returned the rental vehicles to Defendant at the  
14 conclusion of the rental periods.

15          16.       On information and belief, Defendant to this day has not yet deleted Mr. Greenley's  
16 Private Data from the Rental Technology on the vehicles Mr. Greenley rented from Defendant.

17                   **Defendant Avis Budget Group, Inc.**

18          17.       Avis Budget Group, Inc., is corporation organized under the laws of Delaware.

19          18.       Avis Budget Group, Inc.'s principal place of business is located at 6 Sylvan Way,  
20 Parsippany, New Jersey 07054.

21          19.       Avis Budget Group, Inc., is the parent company of the car rental companies Avis  
22 Rent a Car, Budget Rent a Car, Zipcar, and Payless Car Rental.

23          20.       Defendant regularly transacts business in the State of California, including by  
24 marketing, distributing, and delivering short-term rental vehicles and related services to  
25 consumers, including California residents.

26   **JURISDICTION AND VENUE**

27                   **Jurisdiction**

28          21.       This Court has personal jurisdiction over Defendant for reasons including but not

1 limited to the following: Plaintiff Greenley’s claims against Defendant arise out of its conduct  
2 within the State of California, including but not limited to renting a short-term rental vehicle to  
3 Plaintiff Greenley and failing to delete Plaintiff Greenley’s Private Data from the vehicle’s Rental  
4 Technology. Furthermore, Defendant purposefully avails itself of the privilege of conducting  
5 business activities within the territorial boundaries of the State of California, including by  
6 marketing, distributing, and delivering short-term rental vehicles and related services to  
7 consumers, including California residents, thus invoking the benefits and protections of the laws  
8 of California, and such activities render it foreseeable that Defendant may be haled into court in  
9 this jurisdiction. Thus, Defendant has sufficient minimum contacts with the State of California that  
10 maintenance of this action in this Court does not offend traditional notions of fair play and  
11 substantial justice.

12 **Venue**

13 22. Venue is proper in the County of San Diego, California, as the actions and harms  
14 alleged herein occurred, in part, in the County of San Diego.

15 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

16 23. Defendant’s rental car companies, Avis Rent a Car, Budget Rent a Car, Zipcar, and  
17 Payless Car Rental, are leading companies in the rental car industry, which in the United States  
18 alone grossed \$28.63 billion in revenue during 2017.

19 24. Defendant’s short-term rental vehicles include Rental Technology (i.e., GPS  
20 technology and/or automotive infotainment systems), which is available for use by the consumer.

21 25. Defendant’s Rental Technology has the capability to electronically connect, sync,  
22 or “pair” with the consumer’s Device, which gives the consumer access to various telephone, data,  
23 and multimedia functions of the Rental Technology, including voice dialing, text/data messaging,  
24 location-based services, social media, and music streaming.

25 26. The pairing process is generally facilitated through USB cables and/or Bluetooth  
26 technologies.

27 27. Once paired with the Rental Technology, the consumer’s Device connects with the  
28 Rental Technology every time it enters the vehicle.

1           28.     Once a consumer's Device is paired with the vehicle's Rental Technology, calls  
2 can be automatically transferred between the Device and the vehicle seamlessly, downloading or  
3 uploading preferences, contacts, calendar data, and other content from the Device.

4           29.     Furthermore, once a consumer's Device is paired with the Rental Technology,  
5 voice commands can be used to make calls, play music, and operate the Rental Technology in  
6 other ways.

7           30.     As a result of the pairing between the consumer's Device and the Rental  
8 Technology, Private Data available on the consumer's Device is collected by, copied to, and/or  
9 transferred to the Rental Technology.

10          31.     Following its collection, the Private Data is continuously stored on the Rental  
11 Technology unless purged through a manual deletion (often referred to as a "factory reset").

12          32.     Defendant has either (a) failed to provide explicit notice/disclosure to consumers,  
13 including the Class members, advising them about the collection and indefinite storage of their  
14 Private Data by the Rental Technology in its short-term rental vehicles; or (b) provided consumers,  
15 including the Class members, with inadequate notice/disclosure, including through unclear  
16 warnings or buried "small print" terms.

17          33.     Furthermore, Defendant has failed to promulgate or otherwise maintain responsible  
18 policies and procedures associated with the Rental Technology's collection and storage of Private  
19 Data from the Devices of short-term rental vehicle users, including the Class members.

20          34.     Specifically, Defendant's policies and procedures do not include, or previously did  
21 not include, mandatory routine data clearing/deletion of Private Data from the Rental Technology  
22 upon the consumer returning the short-term rental vehicle at the conclusion of the rental term.

23          35.     Defendant's failure to perform such routine maintenance that would protect the  
24 consumer's Private Data is inconsistent with Defendant's other policies and procedures providing  
25 for routine physical maintenance (e.g., refueling, vacuuming, and washing) upon a consumer's  
26 return of the short-term rental vehicle at the conclusion of the rental term.

27          36.     Defendant has taken the position that it is solely the consumer's responsibility to  
28 ensure removal of their Private Data from the Rental Technology pursuant to the system options

1 available in each vehicle.

2 37. As a result, the short-term rental vehicle is returned into circulation with the  
3 consumer's Private Data exposed and available for misuse by subsequent users of the vehicle,  
4 including, for example, identity thieves.

5 38. There are substantial privacy risks associated with allowing a consumer's Private  
6 Data to remain on the Rental Technology after the consumer has returned the short-term rental  
7 vehicle to Defendant at the conclusion of the rental period.

8 39. For example, using just a phone identifier, it is possible to link a rental vehicle  
9 user's Private Data to other information held regarding the user such as their social media account.  
10 Letter from ANCE et al. to Enterprise Rent-A-Car, Alamo Rent A Car, and National Car Rental  
11 (Dec. 6, 2017), *available at* <https://goo.gl/sPWPR>. In Baltimore, a car owner tracked down  
12 teenagers who took his car for a joy ride using the phone device names that had been paired with  
13 the owners' Jeep's Connect system, together with searching Instagram. *Id.*

14 **CLASS ACTION ALLEGATIONS**

15 40. Pursuant to section 382 of the California Code of Civil Procedure, Plaintiff  
16 Greenley brings this action on behalf of the following proposed class:

17 **The Class.** (1) All California residents who, during the period from December 31,  
18 2015, until the date of class certification, rented a vehicle from Avis Rent a Car,  
19 Budget Rent a Car, Zipcar, and Payless Car Rental on a short-term basis and who  
20 paired their Devices with the vehicle's Rental Technology, and (2) all residents of  
21 states other than California who, during the period from December 31, 2015, until  
22 the date of class certification, rented a vehicle within the State of California from  
23 Avis Rent a Car, Budget Rent a Car, Zipcar, and Payless Car Rental on a short-term  
24 basis and who paired their Devices with the vehicle's Rental Technology.

22 Excluded from the Class are: (a) Defendant, Defendant's board members,  
23 executive-level officers, and attorneys, and immediately family members of any of  
24 the foregoing persons; (b) governmental entities; (c) the Court, the Court's  
25 immediate family, and the Court staff; and (d) any person that timely and properly  
26 excludes himself or herself from the Class in accordance with Court-approved  
27 procedures.

25 41. Plaintiff Greenley reserves the right to alter the Class definition as he deems  
26 necessary at any time to the full extent that applicable law allows.

27 42. Certification of Plaintiff Greenley's claims for class-wide treatment is appropriate  
28 because Plaintiff Greenley can prove the elements of the claims on a class-wide basis using the

1 same evidence as individual Class members would use to prove those elements in individual  
2 actions alleging the same claims.

3 43. Numerosity. The size of the Class is so large that joinder of all Class members is  
4 impracticable. Due to the nature of Defendant's business, Plaintiff Greenley believes there are at  
5 least thousands of Class members geographically dispersed throughout California.

6 44. Well-Defined Community of Interest. As further alleged below, there is a well-  
7 defined community of interest with respect to the Class, since there are (1) predominant common  
8 questions of law or fact; (2) a Class representative with claims or defenses typical of the Class;  
9 and (3) a Class representative who can adequately represent the Class.

10 45. Existence and Predominance of Common Questions of Law and Fact. There are  
11 questions of law and fact common to the Class. These questions predominate over any questions  
12 affecting only individual Class members.

13 46. Questions of law and fact common to the Class members that predominate over  
14 questions that may affect individual Class members include but are not limited to:

- 15 a. whether Defendant adequately disclosed to the Class members that the  
16 Rental Technology would collect and indefinitely store their Private Data;
- 17 b. whether Defendant adequately disclosed to the Class members that  
18 Defendant would not delete their Private Data from the Rental Technology  
19 after they had returned their rental vehicles to Defendant;
- 20 c. whether Defendant injured the Class members by failing to delete their  
21 Private Data from the Rental Technology after the Class members had  
22 returned their rental vehicles to Defendant;
- 23 d. whether the Class members are entitled to any form of monetary relief; and
- 24 e. whether the Class members are entitled to any form of equitable relief,  
25 including but not limited to injunctive relief and equitable monetary relief.

26 47. Defendant engaged in a common course of conduct in contravention of the law  
27 Plaintiff Greenley seeks to enforce individually and on behalf of the Class members. Similar or  
28 identical legal violations, business practices, and injuries are involved. Individual questions, if any,  
pale by comparison, in both quality and quantity, to the numerous common questions that dominate  
this action. Moreover, the common questions will yield common answers.

48. Typicality. Plaintiff Greenley's claims are typical of the claims of the Class

1 members because Defendant injured Plaintiff Greenley and all Class members through the uniform  
2 misconduct described herein; Plaintiff Greenley and all Class members rented vehicles on a short-  
3 term basis from Defendant and paired their Devices with the Rental Technology on those vehicles;  
4 and Plaintiff Greenley seeks the same relief as the Class members.

5 49. Furthermore, there are no defenses available to Defendant that are unique to  
6 Plaintiff Greenley.

7 50. Adequacy of Representation. Plaintiff Greenley is a fair and adequate  
8 representative of the Class because Plaintiff Greenley's interests do not conflict with the Class  
9 members' interests.

10 51. Plaintiff Greenley will prosecute this action vigorously and is highly motivated to  
11 seek redress against Defendant.

12 52. Furthermore, Plaintiff Greenley has selected competent counsel that are  
13 experienced in class action and other complex litigation.

14 53. Plaintiff Greenley and his counsel are committed to prosecuting this action  
15 vigorously on behalf of the Class and have the resources to do so.

16 54. Injunctive or Declaratory Relief. Defendant has acted or refused to act on grounds  
17 generally applicable to the Class, thereby making appropriate final injunctive relief or  
18 corresponding declaratory relief with respect to the Class as a whole.

19 55. Superiority. The class action mechanism is superior to other available means for  
20 the fair and efficient adjudication of this controversy for reasons including but not limited to the  
21 following:

- 22 a. The damages individual Class members suffered are small compared to the  
23 burden and expense of individual prosecution of the complex and extensive  
24 litigation needed to address Defendant's conduct.
- 25 b. Furthermore, it would be virtually impossible for the Class members  
26 individually to redress effectively the wrongs done to them. Even if Class  
27 members themselves could afford such individual litigation, the court  
28 system could not. Individualized litigation would unnecessarily increase the  
delay and expense to all parties and to the court system and presents a  
potential for inconsistent or contradictory rulings and judgments. By  
contrast, the class action device presents far fewer management difficulties,  
allows the hearing of claims which might otherwise go unaddressed because  
of the relative expense of bringing individual lawsuits, and provides the

1 benefits of single adjudication, economies of scale, and comprehensive  
2 supervision by a single court.

3 c. The prosecution of separate actions by the individual members of the Class  
4 would create a risk of inconsistent or varying adjudications with respect to  
5 individual Class members, which would establish incompatible standards  
6 of conduct for Defendant.

7 d. The prosecution of separate actions by individual Class members would  
8 create a risk of adjudications with respect to them that would, as a practical  
9 matter, be dispositive of the interests of other Class members not parties to  
10 the adjudications or that would substantively impair or impede their ability  
11 to protect their interests.

12 56. Notice. Plaintiff Greenley and his counsel anticipate that notice to the proposed  
13 Class will be effectuated through recognized, Court-approved notice dissemination methods,  
14 which may include United States mail, electronic mail, Internet postings, and/or published notice.

15 **CAUSES OF ACTION**

16 **FIRST CAUSE OF ACTION**

17 **Violation of Article I, Section 1, of the California Constitution**

18 **On Behalf of the Class**

19 57. Plaintiffs repeat each and every allegation contained in the paragraphs above and  
20 incorporate such allegations by reference herein.

21 58. Plaintiffs bring this cause of action for violation of article I, section 1, of the  
22 California Constitution. Plaintiff Greenley brings this cause of action on behalf of the Class.

23 59. Article I, section 1, of the California Constitution states:  
24 All people are by nature free and independent and have inalienable rights. Among  
25 these are enjoying and defending life and liberty, acquiring, possessing, and  
26 protecting property, and pursuing and obtaining safety, happiness, and privacy.

27 CAL. CONST. art. I, § 1.

28 60. The right of privacy set forth in article I, section 1, of the California Constitution  
prevents business interests from stockpiling unnecessary information about California citizens.

61. An “informational privacy” interest is an interest in precluding the dissemination  
or misuse of sensitive and confidential information.

62. Informational privacy is a core value furthered by the right of privacy set forth in  
article I, section 1, of the California Constitution.



1           63.     The Class members have a legally protected informational privacy interest in the  
2 Private Data (including personal, confidential, and sensitive information) that the Rental  
3 Technology collected and stored when the Class members paired their Devices with the Rental  
4 Technology.

5           64.     The Class members reasonably expected that their Private Data (including personal,  
6 confidential, and sensitive information) would be kept private after they had returned their rental  
7 vehicles to Defendant.

8           65.     In engaging in the conduct set forth herein, Defendant has committed a serious  
9 invasion of the Class members' privacy interests, including their informational privacy interests.  
10 Defendant's conduct at issue, including but not limited to its failure to delete the Class members'  
11 Private Data from the Rental Technology upon their return of the rental vehicles to Defendant at  
12 the conclusion of the rental period, constitutes an egregious breach of the social norms underlying  
13 the Class members' right to privacy.

14           66.     Defendant's Rental Technology gathered the Class members' sensitive Private  
15 Data, and privacy safeguards for that Private Data are feasible, but Defendant's implementation of  
16 those safeguards is slipshod or nonexistent. Defendant has not implemented a policy of deleting  
17 consumers' Private Data from the Rental Technology upon the return of their rental vehicles to  
18 Defendant at the conclusion of the rental period, even though it easily could do so and it already  
19 has in place policies and procedures providing for routine maintenance (e.g., refueling, vacuuming,  
20 and washing) upon a consumer's return of a short-term rental vehicle at the conclusion of the rental  
21 term.

22           67.     Furthermore, Defendant's business objectives can be readily accomplished by  
23 alternative means having little or no impact on privacy interests. Since Defendant routinely  
24 maintains rental vehicles (e.g., refueling, vacuuming, and washing), additionally deleting  
25 consumers' Private Data by means of a factory reset during routine maintenance would impose  
26 little or negligible cost on Defendant.

27           68.     By the acts, transactions, and courses of conduct alleged herein, Defendant has  
28 violated the Class members' inalienable right to privacy.

1 69. As a consequence, the Class members were personally injured and suffered  
2 emotional distress damages. Furthermore, Defendant has been unjustly enriched, in part because  
3 it would be against equity and good conscience to allow Defendant to retain the monies it obtained  
4 from the Class members in connection with its violation of their privacy rights as described herein.

5 70. Plaintiffs seek injunctive relief, damages (including but not limited to consequential  
6 damages and out-of-pocket costs of identity theft insurance and credit monitoring), equitable  
7 monetary relief, and reasonable attorney’s fees and costs.

8 71. Therefore, Plaintiffs pray for relief as set forth below.

9 **SECOND CAUSE OF ACTION**

10 **Violation of California’s Rental Passenger Vehicle Transactions Law,**

11 **CAL. CIV. CODE § 1939.01 *et seq.***

12 **On Behalf of the Class**

13 72. Plaintiffs repeat each and every allegation contained in the paragraphs above and  
14 incorporate such allegations by reference herein.

15 73. Plaintiffs bring this cause of action for violation of California’s Rental Passenger  
16 Vehicle Transactions Law, CAL. CIV. CODE § 1939.01 *et seq.* Plaintiff Greenley brings this cause  
17 of action on behalf of the Class.

18 74. Under the Rental Passenger Vehicle Transactions Law, “electronic surveillance  
19 technology” means:

20 a technological method or system used to observe, monitor, or collect information,  
21 including telematics, Global Positioning System (GPS), wireless technology, or  
22 location-based technologies. “Electronic surveillance technology” does not include  
event data recorders (EDR), sensing and diagnostic modules (SDM), or other  
systems that are used either:

23 (1) For the purpose of identifying, diagnosing, or monitoring functions  
24 related to the potential need to repair, service, or perform maintenance on  
the rental vehicle.

25 (2) As part of the vehicle’s airbag sensing and diagnostic system in order to  
26 capture safety systems-related data for retrieval after a crash has occurred  
27 or in the event that the collision sensors are activated to prepare the  
decisionmaking computer to make the determination to deploy or not to  
deploy the airbag.

28 CAL. CIV. CODE § 1939.01(h).

1           75.     The Rental Technology, as described above, is electronic surveillance technology  
2 under the Rental Passenger Vehicle Transactions Law because it is a technological method or  
3 system used to observe, monitor, or collect information, including but not limited to GPS.

4           76.     Pursuant to the Rental Passenger Vehicle Transactions Law:

5           A rental company shall not use, access, or obtain any information relating to the  
6 renter's use of the rental vehicle that was obtained using electronic surveillance  
technology, except in the following circumstances:

7           (1)(A) When the equipment is used by the rental company only for the  
8 purpose of locating a stolen, abandoned, or missing rental vehicle after one  
of the following:

9           (i) The renter or law enforcement has informed the rental company  
10 that the vehicle is missing or has been stolen or abandoned . . . [and  
in certain other identified circumstances] . . . [or]

11           (2) In response to a specific request from law enforcement pursuant to a  
12 subpoena or search warrant.

13 CAL. CIV. CODE § 1939.23.

14           77.     As detailed above, in violation of section 1939.23 of the Rental Passenger Vehicle  
15 Transactions Law, Defendant has obtained information relating to the Class members' use of its  
16 rental vehicles (i.e., Private Data) that was obtained using electronic surveillance technology (i.e.,  
17 the Rental Technology).

18           78.     Pursuant to section 1939.29 of the Rental Passenger Vehicle Transactions Law, "[a]  
19 waiver of any of the provisions of [the Rental Passenger Vehicle Transactions Law], except for  
20 Sections 1939.21, 1939.35, and 1939.37, shall be void and unenforceable as contrary to public  
21 policy." CAL. CIV. CODE § 1939.29.

22           79.     Pursuant to section 1939.29, any terms and conditions or other provisions under  
23 which Defendant could be said to have attempted to waive section 1939.23 are void and  
24 unenforceable as contrary to public policy.

25           80.     As a consequence of Defendant's violation of section 1939.23, the Class members  
26 were personally injured and suffered emotional distress damages. Furthermore, Defendant has  
27 been unjustly enriched, in part because it would be against equity and good conscience to allow  
28 Defendant to retain the monies it obtained from the Class members in connection with its violation

1 of section 1939.23 as described herein.

2 81. Pursuant to section 1939.25 of the Rental Passenger Vehicle Transactions Law:

3 A renter may bring an action against a rental company for the recovery of damages  
4 and appropriate equitable relief for a violation of this chapter, except for Sections  
5 1939.21, 1939.35, and 1939.37. The prevailing party shall be entitled to recover  
6 reasonable attorney's fees and costs.

6 CAL. CIV. CODE § 1939.25.

7 82. Plaintiffs bring this cause of action pursuant to 1939.25, seeking injunctive relief,  
8 damages (including but not limited to consequential damages and out-of-pocket costs of identity  
9 theft insurance and credit monitoring), equitable monetary relief, and reasonable attorney's fees  
10 and costs.

11 83. Therefore, Plaintiffs pray for relief as set forth below.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, individually and on behalf of the members of the Class,  
14 respectfully request the Court to enter an Order:

15 A. certifying the proposed Class under section 382 of the California Code of Civil  
16 Procedure, as set forth above;

17 B. declaring that Defendant is financially responsible for notifying the Class members  
18 of the pendency of this suit;

19 C. declaring that Defendant has committed the violations of law alleged herein;

20 D. providing for any and all injunctive relief the Court deems appropriate;

21 E. awarding monetary damages, including but not limited to any compensatory,  
22 incidental, or consequential damages in an amount that the Court or jury will determine, in  
23 accordance with applicable law;

24 F. providing for any and all equitable monetary relief the Court deems appropriate;

25 G. awarding Plaintiffs reasonable costs and expenses of suit, including attorneys' fees;

26 H. awarding pre- and post-judgment interest to the extent the law allows; and

27 I. providing such further relief as this Court may deem just and proper.

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury.

Date: January 24, 2019

Respectfully submitted,

**REESE LLP**

By: /s/ Michael R. Reese  
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*Counsel for Plaintiffs Steve Kramer and  
David Kent Greenley and the Proposed Class*

# **EXHIBIT B**

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael R. Reese (State Bar No. 206773) 100 West 93rd Street, 16th Floor New York, New York 10025  TELEPHONE NO.: (212) 643-0500 FAX NO. (Optional): (212) 253-4272 E-MAIL ADDRESS (Optional): mreese@reesellp.com ATTORNEY FOR (Name): Plaintiffs Steve Kramer and David Kent Greenley	FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego <b>02/15/2019 at 01:57:00 PM</b> Clerk of the Superior Court By Lee McAlister, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central	
PLAINTIFF/PETITIONER: Steve Kramer and David Kent Greenley DEFENDANT/RESPONDENT: Avis Budget Group, Inc.	
<b>NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL</b>	
CASE NUMBER: 37-2018-0067024-CU-BT-CTL	

TO (insert name of party being served): Avis Budget Group, Inc.

**NOTICE**

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: January 28, 2019

Michael R. Reese (State Bar No. 206773)  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

**ACKNOWLEDGMENT OF RECEIPT**

This acknowledges receipt of *(to be completed by sender before mailing)*:

1.  A copy of the summons and of the complaint.
2.  Other (specify):  
 (1) Civil Case Cover Sheet; (2) Notice of Case Assignment; (3) Notice of Confirmation of Filing;  
 (4) Notice to Litigants; (5) Stipulation to Use ADR; (6) Amended Class Action Complaint

*(To be completed by recipient):*

Date this form is signed: February 1, 2019

Ashley L. Shively (SBN 264912), for Avis Budget Group, Inc.  
(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY, ON WHOSE BEHALF THIS FORM IS SIGNED)

  
(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)



# **EXHIBIT C**

**SUMMONS  
(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

Avis Budget Group, Inc., a Delaware and New Jersey corporation

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Steve Kramer, individually and on behalf of all others similarly situated

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)  
**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**12/31/2018** at 02:15:25 PM  
Clerk of the Superior Court  
By Bryant Schmelzel, Deputy Clerk

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desecher el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): San Diego Superior Court  
330 West Broadway  
San Diego, California 92101

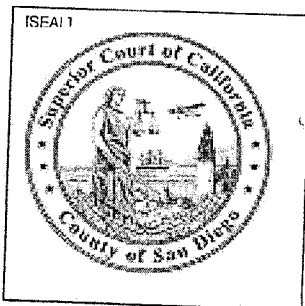
CASE NUMBER:  
(Número del Caso): 37-2018-00067024-CU-BT-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Michael R. Reese, Reese LLP, 100 West 93rd Street, 16th Floor, New York, NY 10025, (212) 643-0500

DATE: 01/02/2019  
(Fecha)

Clerk, by *B. Schmelzel*, Deputy  
(Secretario) B. Schmelzel (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of (specify):

- 3.  on behalf of (specify):

- under:  CCP 416.10 (corporation)  CCP 416.60 (minor)
- CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)
- other (specify):

- 4.  by personal delivery on (date):

1 Michael R. Reese (State Bar No. 206773)  
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2 George V. Granade (State Bar No. 316050)  
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12 *Counsel for Plaintiff Steve Kramer*  
13 *and the Proposed Class*

14 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SAN DIEGO**

16 STEVE KRAMER, *individually and on*  
17 *behalf of all others similarly situated,*

18 Plaintiff,

19 v.

20 AVIS BUDGET GROUP, INC., *a Delaware*  
21 *and New Jersey corporation,*

22 Defendant.

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**12/31/2018** at 02:15:25 PM

Clerk of the Superior Court  
By Bryant Schmelzel, Deputy Clerk

37-2018-00067024-CU-BT-CTL

Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT**

- 1. Violation of CAL. CONST. art. I, § 1
- 2. Violation of California's Rental Passenger Vehicle Transactions Law, CAL. CIV. CODE § 1939.01 *et seq.*

**DEMAND FOR JURY TRIAL**

1 Plaintiff Steve Kramer (“Plaintiff”), individually and on behalf of all others similarly  
2 situated (the “Class,” as defined below), by and through his undersigned counsel, brings this Class  
3 Action Complaint against Defendant Avis Budget Group, Inc. (“Defendant” or “Avis”), and  
4 respectfully alleges as follows. Plaintiff bases the allegations herein on personal knowledge as to  
5 matters related to, and known to, Plaintiff. As to all other matters, Plaintiff bases the allegations  
6 herein on information and belief, through investigation of Plaintiff’s counsel. Plaintiff believes  
7 substantial evidentiary support exists for the allegations set forth herein, and he seeks a reasonable  
8 opportunity for discovery.

9 **NATURE OF THE ACTION**

10 1. This is a proposed class action against Defendant for failing to promulgate or  
11 maintain adequate policies and procedures to safeguard the “Private Data” (defined below) of  
12 consumers, including Plaintiff and the Class members, who rented vehicles on a short-term basis  
13 from Avis Rent a Car, Budget Rent a Car, Zipcar, and Payless Car Rental and who paired their  
14 smartphones or mobile devices (collectively, the “Devices”) with the vehicles’ GPS technology  
15 and/or automotive infotainment systems<sup>1</sup> (collectively, the “Rental Technology”) during the  
16 period from December 31, 2015, to the present.

17 2. When a consumer pairs their Device with the Rental Technology, the Rental  
18 Technology has the capability to collect private and sensitive personal information/data on the  
19 Device and store it on the Rental Technology.

20 3. The private and sensitive personal information/data subject to collection and  
21 storage by the Rental Technology includes, but is not limited to:

- 22 • GPS history of past locations and points of interest;
- 23 • Device name / phone identifier;
- 24 • Personal information (including home address, if available);
- 25 • Contacts and address book;

26 \_\_\_\_\_  
27 <sup>1</sup> “Infotainment system” refers to hardware and software in a vehicle that provides a combination  
28 of entertainment, communications, and information content to the driver or passengers. Most  
infotainment systems are now controlled via a touch-sensitive display in the screen of the  
dashboard.

- 1 • Calendar entries;
  - 2 • Internet search history and web browsing data;
  - 3 • Call log or text/data messages if the consumer uses hands-free calling or
  - 4 texting;
  - 5 • Other personal communications including email and social networking
  - 6 communications;
  - 7 • Application log-in information, including music streaming log-in (such as
  - 8 Spotify or Pandora);
  - 9 • Choice of music, radio, and other streamed audio or video content; and/or
  - 10 • Wi-Fi identifiers (such as mac address, DNS data, and leases such as
  - 11 DHCP)
- 12 (collectively, the “Private Data”).

13 4. Despite performing other routine maintenance to short-term rental vehicles when  
14 consumers return them to Avis (e.g., refueling, vacuuming, and washing), Avis has refused to  
15 conduct routine data clearing/deletion of Private Data from the Rental Technology.

16 5. As a result, when a consumer returns a rental vehicle to Defendant at the conclusion  
17 of a short-term rental, the returned vehicle is placed back into rental circulation with the  
18 consumer’s Private Data accessible to, and available for misuse by, subsequent users of the vehicle.

19 6. Additionally, Defendant has failed to make adequate disclosures to consumers  
20 including Plaintiff and the Class members that the Rental Technology featured in its short-term  
21 rental vehicles will collect and indefinitely store the Private Data from their Devices.

22 7. Plaintiff now brings this action individually and on behalf of the Class members to  
23 stop Defendant’s unlawful practices, seeking injunctive and monetary relief and such additional  
24 relief as the Court may deem just and proper.

25 **PARTIES**

26 **Plaintiff Steve Kramer**

27 8. Plaintiff Steve Kramer is a resident of San Diego, California, and he has no  
28 intention of changing his residence.

1 9. During the period between December 31, 2015, and the present, Mr. Kramer  
2 obtained a short-term rental vehicle from Defendant.

3 10. During the rental period for the vehicle, Mr. Kramer paired his smartphone Device  
4 with the vehicle's Rental Technology.

5 11. Because Mr. Kramer paired his Device with the Rental Technology, the Rental  
6 Technology collected and stored Mr. Kramer's Private Data.

7 12. On information and belief, Defendant did not delete Mr. Kramer's Private Data  
8 from the Rental Technology when Mr. Kramer returned the rental vehicle to Defendant at the  
9 conclusion of the rental period.

10 13. On information and belief, Defendant to this day has not yet deleted Mr. Kramer's  
11 Private Data from the Rental Technology on the vehicle Mr. Kramer rented from Defendant.

12 **Defendant Avis Budget Group, Inc.**

13 14. Avis Budget Group, Inc., is corporation organized under the laws of Delaware.

14 15. Avis Budget Group, Inc.'s principal place of business is located at 6 Sylvan Way,  
15 Parsippany, New Jersey 07054.

16 16. Avis Budget Group, Inc., is the parent company of the car rental companies Avis  
17 Rent a Car, Budget Rent a Car, Zipcar, and Payless Car Rental.

18 17. Defendant regularly transacts business in the State of California, including by  
19 marketing, distributing, and delivering short-term rental vehicles and related services to  
20 consumers, including California residents.

21 **JURISDICTION AND VENUE**

22 **Jurisdiction**

23 18. This Court has personal jurisdiction over Defendant for reasons including but not  
24 limited to the following: Plaintiff's claims against Defendant arise out of its conduct within the  
25 State of California, including but not limited to renting a short-term rental vehicle to Plaintiff and  
26 failing to delete Plaintiff's Private Data from the vehicle's Rental Technology. Furthermore,  
27 Defendant purposefully avails itself of the privilege of conducting business activities within the  
28 territorial boundaries of the State of California, including by marketing, distributing, and

1 delivering short-term rental vehicles and related services to consumers, including California  
2 residents, thus invoking the benefits and protections of the laws of California, and such activities  
3 render it foreseeable that Defendant may be haled into court in this jurisdiction. Thus, Defendant  
4 has sufficient minimum contacts with the State of California that maintenance of this action in this  
5 Court does not offend traditional notions of fair play and substantial justice.

6 **Venue**

7 19. Venue is proper in the County of San Diego, California, as the actions and harms  
8 alleged herein occurred, in part, in the County of San Diego.

9 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

10 20. Defendant's rental car companies, Avis Rent a Car, Budget Rent a Car, Zipcar, and  
11 Payless Car Rental, are leading companies in the rental car industry, which in the United States  
12 alone grossed \$28.63 billion in revenue during 2017.

13 21. Defendant's short-term rental vehicles include Rental Technology (i.e., GPS  
14 technology and/or automotive infotainment systems), which is available for use by the consumer.

15 22. Defendant's Rental Technology has the capability to electronically connect, sync,  
16 or "pair" with the consumer's Device, which gives the consumer access to various telephone, data,  
17 and multimedia functions of the Rental Technology, including voice dialing, text/data messaging,  
18 location-based services, social media, and music streaming.

19 23. The pairing process is generally facilitated through USB cables and/or Bluetooth  
20 technologies.

21 24. Once paired with the Rental Technology, the consumer's Device connects with the  
22 Rental Technology every time it enters the vehicle.

23 25. Once a consumer's Device is paired with the vehicle's Rental Technology, calls  
24 can be automatically transferred between the Device and the vehicle seamlessly, downloading or  
25 uploading preferences, contacts, calendar data, and other content from the Device.

26 26. Furthermore, once a consumer's Device is paired with the Rental Technology,  
27 voice commands can be used to make calls, play music, and operate the Rental Technology in  
28 other ways.



1           27. As a result of the pairing between the consumer's Device and the Rental  
2 Technology, Private Data available on the consumer's Device is collected by, copied to, and/or  
3 transferred to the Rental Technology.

4           28. Following its collection, the Private Data is continuously stored on the Rental  
5 Technology unless purged through a manual deletion (often referred to as a "factory reset").

6           29. Defendant has either (a) failed to provide explicit notice/disclosure to consumers,  
7 including Plaintiff and the Class members, advising them about the collection and indefinite  
8 storage of their Private Data by the Rental Technology in its short-term rental vehicles; or (b)  
9 provided consumers, including Plaintiff and the Class members, with inadequate notice/disclosure,  
10 including through unclear warnings or buried "small print" terms.

11           30. Furthermore, Defendant has failed to promulgate or otherwise maintain responsible  
12 policies and procedures associated with the Rental Technology's collection and storage of Private  
13 Data from the Devices of short-term rental vehicle users, including Plaintiff and the Class  
14 members.

15           31. Specifically, Defendant's policies and procedures do not include, or previously did  
16 not include, mandatory routine data clearing/deletion of Private Data from the Rental Technology  
17 upon the consumer returning the short-term rental vehicle at the conclusion of the rental term.

18           32. Defendant's failure to perform such routine maintenance that would protect the  
19 consumer's Private Data is inconsistent with Defendant's other policies and procedures providing  
20 for routine physical maintenance (e.g., refueling, vacuuming, and washing) upon a consumer's  
21 return of the short-term rental vehicle at the conclusion of the rental term.

22           33. Defendant has taken the position that it is solely the consumer's responsibility to  
23 ensure removal of their Private Data from the Rental Technology pursuant to the system options  
24 available in each vehicle.

25           34. As a result, the short-term rental vehicle is returned into circulation with the  
26 consumer's Private Data exposed and available for misuse by subsequent users of the vehicle,  
27 including, for example, identity thieves.

28           35. There are substantial privacy risks associated with allowing a consumer's Private

1 Data to remain on the Rental Technology after the consumer has returned the short-term rental  
2 vehicle to Defendant at the conclusion of the rental period.

3 36. For example, using just a phone identifier, it is possible to link a rental vehicle  
4 user's Private Data to other information held regarding the user such as their social media account.  
5 Letter from ANCE et al. to Enterprise Rent-A-Car, Alamo Rent A Car, and National Car Rental  
6 (Dec. 6, 2017), *available at* <https://goo.gl/sPWPRL>. In Baltimore, a car owner tracked down  
7 teenagers who took his car for a joy ride using the phone device names that had been paired with  
8 the owners' Jeep's Connect system, together with searching Instagram. *Id.*

9 **CLASS ACTION ALLEGATIONS**

10 37. Pursuant to section 382 of the California Code of Civil Procedure, Plaintiff brings  
11 this action on behalf of himself and the following proposed class:

12 **The Class.** (1) All California residents who, during the period from December 31,  
13 2015, until the date of class certification, rented a vehicle from Avis Rent a Car,  
14 Budget Rent a Car, Zipcar, and Payless Car Rental on a short-term basis and who  
15 paired their Devices with the vehicle's Rental Technology, and (2) all residents of  
16 states other than California who, during the period from December 31, 2015, until  
17 the date of class certification, rented a vehicle within the State of California from  
18 Avis Rent a Car, Budget Rent a Car, Zipcar, and Payless Car Rental on a short-term  
19 basis and who paired their Devices with the vehicle's Rental Technology.

20 Excluded from the Class are: (a) Defendant, Defendant's board members,  
21 executive-level officers, and attorneys, and immediately family members of any of  
22 the foregoing persons; (b) governmental entities; (c) the Court, the Court's  
23 immediate family, and the Court staff; and (d) any person that timely and properly  
24 excludes himself or herself from the Class in accordance with Court-approved  
25 procedures.

26 38. Plaintiff reserves the right to alter the Class definition as he deems necessary at any  
27 time to the full extent that applicable law allows.

28 39. Certification of Plaintiff's claims for class-wide treatment is appropriate because  
Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as  
individual Class members would use to prove those elements in individual actions alleging the  
same claims.

40. Numerosity. The size of the Class is so large that joinder of all Class members is  
impracticable. Due to the nature of Defendant's business, Plaintiff believes there are at least  
thousands of Class members geographically dispersed throughout California.

1           41.    Well-Defined Community of Interest. As further alleged below, there is a well-  
2 defined community of interest with respect to the Class, since there are (1) predominant common  
3 questions of law or fact; (2) a Class representative with claims or defenses typical of the Class;  
4 and (3) a Class representative who can adequately represent the Class.

5           42.    Existence and Predominance of Common Questions of Law and Fact. There are  
6 questions of law and fact common to the Class. These questions predominate over any questions  
7 affecting only individual Class members.

8           43.    Questions of law and fact common to the Class members that predominate over  
9 questions that may affect individual Class members include but are not limited to:

- 10           a.    whether Defendant adequately disclosed to Plaintiff and the Class members  
11           that the Rental Technology would collect and indefinitely store their Private  
12           Data;  
13           b.    whether Defendant adequately disclosed to Plaintiff and the Class members  
14           that Defendant would not delete their Private Data from the Rental  
15           Technology after they had returned their rental vehicles to Defendant;  
16           c.    whether Defendant injured Plaintiff and the Class members by failing to  
17           delete their Private Data from the Rental Technology after Plaintiff and the  
18           Class members had returned their rental vehicles to Defendant;  
19           d.    whether Plaintiff and the Class members are entitled to any form of  
20           monetary relief; and  
21           e.    whether Plaintiff and the Class members are entitled to any form of  
22           equitable relief, including but not limited to injunctive relief and equitable  
23           monetary relief.

24           44.    Defendant engaged in a common course of conduct in contravention of the law  
25 Plaintiff seeks to enforce individually and on behalf of the Class members. Similar or identical  
26 legal violations, business practices, and injuries are involved. Individual questions, if any, pale by  
27 comparison, in both quality and quantity, to the numerous common questions that dominate this  
28 action. Moreover, the common questions will yield common answers.

          45.    Typicality. Plaintiff's claims are typical of the claims of the Class members because  
Defendant injured all Class members through the uniform misconduct described herein; all Class  
members rented vehicles on a short-term basis from Defendant and paired their Devices with the  
Rental Technology on those vehicles; and Plaintiff seeks the same relief as the Class members.

1 46. Furthermore, there are no defenses available to Defendant that are unique to  
2 Plaintiff.

3 47. Adequacy of Representation. Plaintiff is a fair and adequate representative of the  
4 Class because Plaintiff's interests do not conflict with the Class members' interests.

5 48. Plaintiff will prosecute this action vigorously and is highly motivated to seek  
6 redress against Defendant.

7 49. Furthermore, Plaintiff has selected competent counsel that are experienced in class  
8 action and other complex litigation.

9 50. Plaintiff and his counsel are committed to prosecuting this action vigorously on  
10 behalf of the Class and have the resources to do so.

11 51. Injunctive or Declaratory Relief. Defendant has acted or refused to act on grounds  
12 generally applicable to the Class, thereby making appropriate final injunctive relief or  
13 corresponding declaratory relief with respect to the Class as a whole.

14 52. Superiority. The class action mechanism is superior to other available means for  
15 the fair and efficient adjudication of this controversy for reasons including but not limited to the  
16 following:

17 a. The damages individual Class members suffered are small compared to the  
18 burden and expense of individual prosecution of the complex and extensive  
litigation needed to address Defendant's conduct.

19 b. Furthermore, it would be virtually impossible for the Class members  
20 individually to redress effectively the wrongs done to them. Even if Class  
members themselves could afford such individual litigation, the court  
21 system could not. Individualized litigation would unnecessarily increase the  
delay and expense to all parties and to the court system and presents a  
22 potential for inconsistent or contradictory rulings and judgments. By  
contrast, the class action device presents far fewer management difficulties,  
23 allows the hearing of claims which might otherwise go unaddressed because  
of the relative expense of bringing individual lawsuits, and provides the  
24 benefits of single adjudication, economies of scale, and comprehensive  
supervision by a single court.

25 c. The prosecution of separate actions by the individual members of the Class  
26 would create a risk of inconsistent or varying adjudications with respect to  
individual Class members, which would establish incompatible standards  
of conduct for Defendant.

27 d. The prosecution of separate actions by individual Class members would  
28 create a risk of adjudications with respect to them that would, as a practical

1 matter, be dispositive of the interests of other Class members not parties to  
2 the adjudications or that would substantively impair or impede their ability  
to protect their interests.

3 53. Notice. Plaintiff and Plaintiff’s counsel anticipate that notice to the proposed Class  
4 will be effectuated through recognized, Court-approved notice dissemination methods, which may  
5 include United States mail, electronic mail, Internet postings, and/or published notice.

6 **CAUSES OF ACTION**

7 **FIRST CAUSE OF ACTION**

8 **Violation of Article I, Section 1, of the California Constitution**

9 **On Behalf of the Class**

10 54. Plaintiff repeats each and every allegation contained in the paragraphs above and  
11 incorporates such allegations by reference herein.

12 55. Plaintiff brings this cause of action on behalf of the Class for violation of article I,  
13 section 1, of the California Constitution.

14 56. Article I, section 1, of the California Constitution states:

15 All people are by nature free and independent and have inalienable rights. Among  
16 these are enjoying and defending life and liberty, acquiring, possessing, and  
protecting property, and pursuing and obtaining safety, happiness, and privacy.

17 CAL. CONST. art. I, § 1.

18 57. The right of privacy set forth in article I, section 1, of the California Constitution  
19 prevents business interests from stockpiling unnecessary information about California citizens.

20 58. An “informational privacy” interest is an interest in precluding the dissemination  
21 or misuse of sensitive and confidential information.

22 59. Informational privacy is a core value furthered by the right of privacy set forth in  
23 article I, section 1, of the California Constitution.

24 60. Plaintiff and the Class members have a legally protected informational privacy  
25 interest in the Private Data (including personal, confidential, and sensitive information) that the  
26 Rental Technology collected and stored when Plaintiff and the Class members paired their Devices  
27 with the Rental Technology.

28 61. Plaintiff and the Class members reasonably expected that their Private Data

1 (including personal, confidential, and sensitive information) would be kept private after they had  
2 returned their rental vehicles to Defendant.

3 62. In engaging in the conduct set forth herein, Defendant has committed a serious  
4 invasion of Plaintiff's and the Class members' privacy interests, including their informational  
5 privacy interests. Defendant's conduct at issue, including but not limited to its failure to delete  
6 Plaintiff's and the Class members' Private Data from the Rental Technology upon their return of  
7 the rental vehicles to Defendant at the conclusion of the rental period, constitutes an egregious  
8 breach of the social norms underlying Plaintiff's and the Class members' right to privacy.

9 63. Defendant's Rental Technology gathered Plaintiff's and the Class members'  
10 sensitive Private Data, and privacy safeguards for that Private Data are feasible, but Defendant's  
11 implementation of those safeguards is slipshod or nonexistent. Defendant has not implemented a  
12 policy of deleting consumers' Private Data from the Rental Technology upon the return of their  
13 rental vehicles to Defendant at the conclusion of the rental period, even though it easily could do  
14 so and it already has in place policies and procedures providing for routine maintenance (e.g.,  
15 refueling, vacuuming, and washing) upon a consumer's return of a short-term rental vehicle at the  
16 conclusion of the rental term.

17 64. Furthermore, Defendant's business objectives can be readily accomplished by  
18 alternative means having little or no impact on privacy interests. Since Defendant routinely  
19 maintains rental vehicles (e.g., refueling, vacuuming, and washing), additionally deleting  
20 consumers' Private Data by means of a factory reset during routine maintenance would impose  
21 little or negligible cost on Defendant.

22 65. By the acts, transactions, and courses of conduct alleged herein, Defendant has  
23 violated Plaintiff's and the Class members' inalienable right to privacy.

24 66. As a consequence, Plaintiff and the Class members were personally injured and  
25 suffered emotional distress damages. Furthermore, Defendant has been unjustly enriched, in part  
26 because it would be against equity and good conscience to allow Defendant to retain the monies it  
27 obtained from Plaintiff and the Class members in connection with its violation of their privacy  
28 rights as described herein.

1 67. Plaintiff, on behalf of the Class members, seeks injunctive relief, damages  
2 (including but not limited to consequential damages and out-of-pocket costs of identity theft  
3 insurance and credit monitoring), equitable monetary relief, and reasonable attorney’s fees and  
4 costs.

5 68. Therefore, Plaintiff prays for relief as set forth below.

6 **SECOND CAUSE OF ACTION**

7 **Violation of California’s Rental Passenger Vehicle Transactions Law,**

8 **CAL. CIV. CODE § 1939.01 *et seq.***

9 **On Behalf of the Class**

10 69. Plaintiff repeats each and every allegation contained in the paragraphs above and  
11 incorporates such allegations by reference herein.

12 70. Plaintiff brings this cause of action on behalf of the Class for violation of  
13 California’s Rental Passenger Vehicle Transactions Law, CAL. CIV. CODE § 1939.01 *et seq.*

14 71. Under the Rental Passenger Vehicle Transactions Law, “electronic surveillance  
15 technology” means:

16 a technological method or system used to observe, monitor, or collect information,  
17 including telematics, Global Positioning System (GPS), wireless technology, or  
18 location-based technologies. “Electronic surveillance technology” does not include  
event data recorders (EDR), sensing and diagnostic modules (SDM), or other  
systems that are used either:

19 (1) For the purpose of identifying, diagnosing, or monitoring functions  
20 related to the potential need to repair, service, or perform maintenance on  
the rental vehicle.

21 (2) As part of the vehicle’s airbag sensing and diagnostic system in order to  
22 capture safety systems-related data for retrieval after a crash has occurred  
23 or in the event that the collision sensors are activated to prepare the  
decisionmaking computer to make the determination to deploy or not to  
deploy the airbag.

24 CAL. CIV. CODE § 1939.01(h).

25 72. The Rental Technology, as described above, is electronic surveillance technology  
26 under the Rental Passenger Vehicle Transactions Law because it is a technological method or  
27 system used to observe, monitor, or collect information, including but not limited to GPS.

28



1 73. Pursuant to the Rental Passenger Vehicle Transactions Law:

2 A rental company shall not use, access, or obtain any information relating to the  
3 renter's use of the rental vehicle that was obtained using electronic surveillance  
4 technology, except in the following circumstances:

5 (1)(A) When the equipment is used by the rental company only for the  
6 purpose of locating a stolen, abandoned, or missing rental vehicle after one  
7 of the following:

8 (i) The renter or law enforcement has informed the rental company  
9 that the vehicle is missing or has been stolen or abandoned . . . [and  
10 in certain other identified circumstances] . . . [or]

11 (2) In response to a specific request from law enforcement pursuant to a  
12 subpoena or search warrant.

13 CAL. CIV. CODE § 1939.23.

14 74. As detailed above, in violation of section 1939.23 of the Rental Passenger Vehicle  
15 Transactions Law, Defendant has obtained information relating to Plaintiff's and the Class  
16 members' use of its rental vehicles (i.e., Private Data) that was obtained using electronic  
17 surveillance technology (i.e., the Rental Technology).

18 75. Pursuant to section 1939.29 of the Rental Passenger Vehicle Transactions Law, "[a]  
19 waiver of any of the provisions of [the Rental Passenger Vehicle Transactions Law], except for  
20 Sections 1939.21, 1939.35, and 1939.37, shall be void and unenforceable as contrary to public  
21 policy." CAL. CIV. CODE § 1939.29.

22 76. Pursuant to section 1939.29, any terms and conditions or other provisions under  
23 which Defendant could be said to have attempted to waive section 1939.23 are void and  
24 unenforceable as contrary to public policy.

25 77. As a consequence of Defendant's violation of section 1939.23, Plaintiff and the  
26 Class members were personally injured and suffered emotional distress damages. Furthermore,  
27 Defendant has been unjustly enriched, in part because it would be against equity and good  
28 conscience to allow Defendant to retain the monies it obtained from Plaintiff and the Class  
members in connection with its violation of section 1939.23 as described herein.

78. Pursuant to section 1939.25 of the Rental Passenger Vehicle Transactions Law:

A renter may bring an action against a rental company for the recovery of damages

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and appropriate equitable relief for a violation of this chapter, except for Sections 1939.21, 1939.35, and 1939.37. The prevailing party shall be entitled to recover reasonable attorney’s fees and costs.

CAL. CIV. CODE § 1939.25.

79. Plaintiff, on behalf of the Class members, brings this cause of action pursuant to 1939.25, seeking injunctive relief, damages (including but not limited to consequential damages and out-of-pocket costs of identity theft insurance and credit monitoring), equitable monetary relief, and reasonable attorney’s fees and costs.

80. Therefore, Plaintiff prays for relief as set forth below.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of the members of the Class, respectfully requests the Court to enter an Order:

- A. certifying the proposed Class under section 382 of the California Code of Civil Procedure, as set forth above;
- B. declaring that Defendant is financially responsible for notifying the Class members of the pendency of this suit;
- C. declaring that Defendant has committed the violations of law alleged herein;
- D. providing for any and all injunctive relief the Court deems appropriate;
- E. awarding monetary damages, including but not limited to any compensatory, incidental, or consequential damages in an amount that the Court or jury will determine, in accordance with applicable law;
- F. providing for any and all equitable monetary relief the Court deems appropriate;
- G. awarding Plaintiff reasonable costs and expenses of suit, including attorneys’ fees;
- H. awarding pre- and post-judgment interest to the extent the law allows; and
- I. providing such further relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury.

1 Date: December 31, 2018

Respectfully submitted,

2 **REESE LLP**

3 By: /s/ Michael R. Reese

4 Michael R. Reese (State Bar No. 206773)

*mreese@reesellp.com*

5 George V. Granade (State Bar No. 316050)

*ggranade@reesellp.com*

6 100 West 93rd Street, 16th Floor

New York, New York 10025

7 Telephone: (212) 643-0500

Facsimile: (212) 253-4272

8 **RICE REUTHER SULLIVAN &  
CARROLL, LLP**

9 David A. Carroll (*pro hac vice* forthcoming)

*dcarroll@rrsc-law.com*

10 Anthony J. DiRaimondo (*pro hac vice*  
forthcoming)

*adiraimondo@rrsc-law.com*

11 Robert E. Opdyke (*pro hac vice* forthcoming)

*ropdyke@rrsc-law.com*

12 3800 Howard Hughes Parkway, Suite 1200

13 Las Vegas, Nevada 89169

14 Telephone: (702) 732-9099

Facsimile: (702) 732-7110

15 *Counsel for Plaintiff Steve Kramer  
and the Proposed Class*

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<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 W Broadway MAILING ADDRESS: 330 W Broadway CITY AND ZIP CODE: San Diego CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
Short Title: Kramer vs Avis Budget Group Inc [EFILE]	
<b>NOTICE OF CONFIRMATION OF ELECTRONIC FILING</b>	CASE NUMBER: 37-2018-00067024-CU-BT-CTL

San Diego Superior Court has reviewed the electronic filing described below. The fee assessed for processing and the filing status of each submitted document are also shown below.

**Electronic Filing Summary Data**

Electronically Submitted By: Steve Kramer  
 On Behalf of: Steve Kramer  
 Transaction Number: 2578883  
 Court Received Date: 12/31/2018  
 Filed Date: 12/31/2018  
 Filed Time: 02:15 PM  
 Fee Amount Assessed: \$435.00  
 Case Number: 37-2018-00067024-CU-BT-CTL  
 Case Title: Kramer vs Avis Budget Group Inc [EFILE]  
 Location: Central  
 Case Type: Business Tort  
 Case Category: Civil - Unlimited  
 Jurisdictional Amount: > 25000

**Status**

**Documents Electronically Filed/Received**

Accepted Complaint  
 Accepted Civil Case Cover Sheet  
 Accepted Original Summons

**Comments**

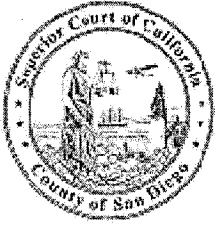
**Clerk's Comments:**  
**Events Scheduled**

Hearing(s)	Date	Time	Location	Department
Civil Case Management Conference	06/07/2019	10:15 AM	Central	C-65

**Electronic Filing Service Provider Information**

Service Provider: OneLegal  
 Email: support@onelegal.com

Contact Person: Customer Support  
Phone: (800) 938-8815



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**

**ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION**

CASE NUMBER: 37-2018-00067024-CU-BT-CTL CASE TITLE: Kramer vs Avis Budget Group Inc [EFILE]

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

**Potential Advantages and Disadvantages of ADR**

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

**Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

**Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

**Most Common Types of ADR**

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

### **Local ADR Programs for Civil Cases**

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

**On-line mediator search and selection:** Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

**Arbitration:** The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

**More information about court-connected ADR:** Visit the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) or contact the court's Mediation/Arbitration Office at (619) 450-7300.

**Dispute Resolution Programs Act (DRPA) funded ADR Programs:** The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at [www.ncrconline.com](http://www.ncrconline.com) or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at [www.nclifeline.org](http://www.nclifeline.org) or (760) 726-4900.

**Private ADR:** To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

### **Legal Representation and Advice**

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at [www.courtinfo.ca.gov/selfhelp/lowcost](http://www.courtinfo.ca.gov/selfhelp/lowcost).



<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	<i>FOR COURT USE ONLY</i>
PLAINTIFF(S): Steve Kramer	
DEFENDANT(S): Avis Budget Group Inc	
SHORT TITLE: KRAMER VS AVIS BUDGET GROUP INC [EFILE]	
<b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>	CASE NUMBER: 37-2018-00067024-CU-BT-CTL

Judge: Ronald F. Frazier

Department: C-65

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |  |  |
|--|--|
| <input type="checkbox"/> Mediation (court-connected)   | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)   | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                                     | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)  | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____<br>_____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Name of Plaintiff

\_\_\_\_\_  
 Name of Defendant

\_\_\_\_\_  
 Signature

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 Signature

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 Name of Plaintiff's Attorney

\_\_\_\_\_  
 Name of Defendant's Attorney

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

\_\_\_\_\_  
 JUDGE OF THE SUPERIOR COURT

Dated: 01/02/2019

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS: 330 W Broadway	
MAILING ADDRESS: 330 W Broadway	
CITY AND ZIP CODE: San Diego, CA 92101-3827	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7065	
PLAINTIFF(S) / PETITIONER(S): Steve Kramer	
DEFENDANT(S) / RESPONDENT(S): Avis Budget Group Inc	
KRAMER VS AVIS BUDGET GROUP INC [EFILE]	
<b>NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE on MANDATORY eFILE CASE</b>	CASE NUMBER: 37-2018-00067024-CU-BT-CTL

**CASE ASSIGNMENT**

Judge: Ronald F. Frazier

Department: C-65

**COMPLAINT/PETITION FILED: 12/31/2018**

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	06/07/2019	10:15 am	C-65	Ronald F. Frazier

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR\* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

MANDATORY eFILE: Case assigned to mandatory eFile program per CRC 3.400-3.403 and SDSC Rule 2.4.11. All documents must be eFiled at [www.onelegal.com](http://www.onelegal.com). Refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases or guidelines and procedures.

COURT REPORTERS: Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

\*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael R. Reese (State Bar No. 206773) Reese LLP 100 West 93rd Street, 16th Floor New York, New York 10025 TELEPHONE NO.: (212) 643-0500 FAX NO.: (212) 253-4272 ATTORNEY FOR (Name): Plaintiff Steve Kramer and the proposed class	FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego  <b>12/31/2018</b> at 02:15:25 PM Clerk of the Superior Court By Bryant Schmelzel, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, California 92101 BRANCH NAME: Central	CASE NUMBER: 37-2018-00067024-CU-BT-CTL
CASE NAME: Kramer v. Avis Budget Group, Inc.	JUDGE: DEPT: Judge Ronald F. Frazier
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).


1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive
4. Number of causes of action (specify): Two
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 12/31/2018  
 Michael R. Reese

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY ( <i>Name, State Bar number, and address</i> ): Michael R. Reese (State Bar No. 206773) 100 West 93rd Street, 16th Floor New York, New York 10025  TELEPHONE NO.: (212) 643-0500 FAX NO. ( <i>Optional</i> ): (212) 253-4272 E-MAIL ADDRESS ( <i>Optional</i> ): mreese@reesellp.com ATTORNEY FOR ( <i>Name</i> ): Plaintiffs Steve Kramer and David Kent Greenley	FOR COURT USE ONLY           CASE NUMBER: 37-2018-0067024-CU-BT-CTL
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central	
PLAINTIFF/PETITIONER: Steve Kramer and David Kent Greenley  DEFENDANT/RESPONDENT: Avis Budget Group, Inc.	
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL	

TO (*insert name of party being served*): Avis Budget Group, Inc.


**NOTICE**

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: January 28, 2019

Michael R. Reese (State Bar No. 206773)  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

**ACKNOWLEDGMENT OF RECEIPT**


This acknowledges receipt of (*to be completed by sender before mailing*):

1.  A copy of the summons and of the complaint.
2.  Other (*specify*):  
 (1) Civil Case Cover Sheet; (2) Notice of Case Assignment; (3) Notice of Confirmation of Filing;  
 (4) Notice to Litigants; (5) Stipulation to Use ADR; (6) Amended Class Action Complaint

(*To be completed by recipient*):

Date this form is signed:

\_\_\_\_\_  
(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY, ON WHOSE BEHALF THIS FORM IS SIGNED)

  
(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

1 Michael R. Reese (State Bar No. 206773)  
*mreese@reesellp.com*  
2 George V. Granade (State Bar No. 316050)  
*ggranade@reesellp.com*  
3 **REESE LLP**  
100 West 93rd Street, 16th Floor  
4 New York, New York 10025  
Telephone: (212) 643-0500  
5 Facsimile: (212) 253-4272

6 David A. Carroll  
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8 Robert E. Opdyke  
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9 **RICE REUTHER SULLIVAN & CARROLL, LLP**  
3800 Howard Hughes Parkway, Suite 1200  
10 Las Vegas, Nevada 89169  
Telephone: (702) 732-9099  
11 Facsimile: (702) 732-7110

12 *Counsel for Plaintiffs Steve Kramer and David Kent Greenley*  
13 *and the Proposed Class*

14 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SAN DIEGO**

16 STEVE KRAMER *and* DAVID KENT  
17 GREENLEY, *individually and on behalf of*  
18 *all others similarly situated,*

19 Plaintiffs,

20 v.

21 AVIS BUDGET GROUP, INC., *a Delaware*  
*and New Jersey corporation,*

22 Defendant.

Case No. \_\_\_\_\_

23 **AMENDED CLASS ACTION**  
24 **COMPLAINT**

- 25 **1. Violation of CAL. CONST. art. I, § 1**  
26 **2. Violation of California’s Rental**  
27 **Passenger Vehicle Transactions Law, CAL.**  
28 **CIV. CODE § 1939.01 *et seq.***

**DEMAND FOR JURY TRIAL**

1 Plaintiffs Steve Kramer and David Kent Greenley (together, “Plaintiffs”), individually and  
2 on behalf of all others similarly situated (the “Class,” as defined below), by and through  
3 undersigned counsel, bring this Amended Class Action Complaint against Defendant Avis Budget  
4 Group, Inc. (“Defendant” or “Avis”), and respectfully allege as follows. Plaintiffs base the  
5 allegations herein on personal knowledge as to matters related to, and known to, Plaintiffs. As to  
6 all other matters, Plaintiffs base the allegations herein on information and belief, through  
7 investigation of Plaintiffs’ counsel. Plaintiffs believe substantial evidentiary support exists for the  
8 allegations set forth herein and seek a reasonable opportunity for discovery.

9 **NATURE OF THE ACTION**

10 1. This is a proposed class action against Defendant for failing to promulgate or  
11 maintain adequate policies and procedures to safeguard the “Private Data” (defined below) of  
12 consumers, including the Class members, who rented vehicles on a short-term basis from Avis  
13 Rent a Car, Budget Rent a Car, Zipcar, and Payless Car Rental and who paired their smartphones  
14 or mobile devices (collectively, the “Devices”) with the vehicles’ GPS technology and/or  
15 automotive infotainment systems<sup>1</sup> (collectively, the “Rental Technology”) during the period from  
16 December 31, 2015, to the present.

17 2. When a consumer pairs their Device with the Rental Technology, the Rental  
18 Technology has the capability to collect private and sensitive personal information/data on the  
19 Device and store it on the Rental Technology.

20 3. The private and sensitive personal information/data subject to collection and  
21 storage by the Rental Technology includes, but is not limited to:

- 22 • GPS history of past locations and points of interest;
- 23 • Device name / phone identifier;
- 24 • Personal information (including home address, if available);
- 25 • Contacts and address book;

26 \_\_\_\_\_  
27 <sup>1</sup> “Infotainment system” refers to hardware and software in a vehicle that provides a combination  
28 of entertainment, communications, and information content to the driver or passengers. Most  
infotainment systems are now controlled via a touch-sensitive display in the screen of the  
dashboard.



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- Calendar entries;
- Internet search history and web browsing data;
- Call log or text/data messages if the consumer uses hands-free calling or texting;
- Other personal communications including email and social networking communications;
- Application log-in information, including music streaming log-in (such as Spotify or Pandora);
- Choice of music, radio, and other streamed audio or video content; and/or
- Wi-Fi identifiers (such as mac address, DNS data, and leases such as DHCP)

(collectively, the “Private Data”).

4. Despite performing other routine maintenance to short-term rental vehicles when consumers return them to Avis (e.g., refueling, vacuuming, and washing), Avis has refused to conduct routine data clearing/deletion of Private Data from the Rental Technology.

5. As a result, when a consumer returns a rental vehicle to Defendant at the conclusion of a short-term rental, the returned vehicle is placed back into rental circulation with the consumer’s Private Data accessible to, and available for misuse by, subsequent users of the vehicle.

6. Additionally, Defendant has failed to make adequate disclosures to consumers including the Class members that the Rental Technology featured in its short-term rental vehicles will collect and indefinitely store the Private Data from their Devices.

7. Plaintiffs now bring this action to stop Defendant’s unlawful practices, seeking injunctive and monetary relief and such additional relief as the Court may deem just and proper.

**PARTIES**

**Plaintiff Steve Kramer**

8. Plaintiff Steve Kramer is a resident of San Diego, California, and he has no intention of changing his residence.



1                   **Plaintiff David Kent Greenley**

2           9.      Plaintiff David Kent Greenley is a resident of Burbank, California.  
3           10.     Mr. Greenley routinely travels throughout the continental United States.  
4           11.     Mr. Greenley rents from Avis Rent a Car or Budget Rent a Car around 25 times (or  
5 more) per year throughout the country.

6           12.     During the period between December 31, 2015, and the present, Mr. Greenley  
7 obtained numerous short-term rental vehicles from Defendant.

8           13.     During the rental periods for the vehicles, Mr. Greenley paired his Bluetooth  
9 Device with the vehicles’ Rental Technology.

10          14.     Because Mr. Greenley paired his Device with the Rental Technology, the Rental  
11 Technology collected and stored Mr. Greenley’s Private Data.

12          15.     On information and belief, Defendant did not delete Mr. Greenley’s Private Data  
13 from the Rental Technology when Mr. Greenley returned the rental vehicles to Defendant at the  
14 conclusion of the rental periods.

15          16.     On information and belief, Defendant to this day has not yet deleted Mr. Greenley’s  
16 Private Data from the Rental Technology on the vehicles Mr. Greenley rented from Defendant.

17                   **Defendant Avis Budget Group, Inc.**

18          17.     Avis Budget Group, Inc., is corporation organized under the laws of Delaware.

19          18.     Avis Budget Group, Inc.’s principal place of business is located at 6 Sylvan Way,  
20 Parsippany, New Jersey 07054.

21          19.     Avis Budget Group, Inc., is the parent company of the car rental companies Avis  
22 Rent a Car, Budget Rent a Car, Zipcar, and Payless Car Rental.

23          20.     Defendant regularly transacts business in the State of California, including by  
24 marketing, distributing, and delivering short-term rental vehicles and related services to  
25 consumers, including California residents.

26                   **JURISDICTION AND VENUE**

27                   **Jurisdiction**

28          21.     This Court has personal jurisdiction over Defendant for reasons including but not

1 limited to the following: Plaintiff Greenley's claims against Defendant arise out of its conduct  
2 within the State of California, including but not limited to renting a short-term rental vehicle to  
3 Plaintiff Greenley and failing to delete Plaintiff Greenley's Private Data from the vehicle's Rental  
4 Technology. Furthermore, Defendant purposefully avails itself of the privilege of conducting  
5 business activities within the territorial boundaries of the State of California, including by  
6 marketing, distributing, and delivering short-term rental vehicles and related services to  
7 consumers, including California residents, thus invoking the benefits and protections of the laws  
8 of California, and such activities render it foreseeable that Defendant may be haled into court in  
9 this jurisdiction. Thus, Defendant has sufficient minimum contacts with the State of California that  
10 maintenance of this action in this Court does not offend traditional notions of fair play and  
11 substantial justice.

#### 12 Venue

13 22. Venue is proper in the County of San Diego, California, as the actions and harms  
14 alleged herein occurred, in part, in the County of San Diego.

#### 15 ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

16 23. Defendant's rental car companies, Avis Rent a Car, Budget Rent a Car, Zipcar, and  
17 Payless Car Rental, are leading companies in the rental car industry, which in the United States  
18 alone grossed \$28.63 billion in revenue during 2017.

19 24. Defendant's short-term rental vehicles include Rental Technology (i.e., GPS  
20 technology and/or automotive infotainment systems), which is available for use by the consumer.

21 25. Defendant's Rental Technology has the capability to electronically connect, sync,  
22 or "pair" with the consumer's Device, which gives the consumer access to various telephone, data,  
23 and multimedia functions of the Rental Technology, including voice dialing, text/data messaging,  
24 location-based services, social media, and music streaming.

25 26. The pairing process is generally facilitated through USB cables and/or Bluetooth  
26 technologies.

27 27. Once paired with the Rental Technology, the consumer's Device connects with the  
28 Rental Technology every time it enters the vehicle.

1           28.     Once a consumer’s Device is paired with the vehicle’s Rental Technology, calls  
2 can be automatically transferred between the Device and the vehicle seamlessly, downloading or  
3 uploading preferences, contacts, calendar data, and other content from the Device.

4           29.     Furthermore, once a consumer’s Device is paired with the Rental Technology,  
5 voice commands can be used to make calls, play music, and operate the Rental Technology in  
6 other ways.

7           30.     As a result of the pairing between the consumer’s Device and the Rental  
8 Technology, Private Data available on the consumer’s Device is collected by, copied to, and/or  
9 transferred to the Rental Technology.

10          31.     Following its collection, the Private Data is continuously stored on the Rental  
11 Technology unless purged through a manual deletion (often referred to as a “factory reset”).

12          32.     Defendant has either (a) failed to provide explicit notice/disclosure to consumers,  
13 including the Class members, advising them about the collection and indefinite storage of their  
14 Private Data by the Rental Technology in its short-term rental vehicles; or (b) provided consumers,  
15 including the Class members, with inadequate notice/disclosure, including through unclear  
16 warnings or buried “small print” terms.

17          33.     Furthermore, Defendant has failed to promulgate or otherwise maintain responsible  
18 policies and procedures associated with the Rental Technology’s collection and storage of Private  
19 Data from the Devices of short-term rental vehicle users, including the Class members.

20          34.     Specifically, Defendant’s policies and procedures do not include, or previously did  
21 not include, mandatory routine data clearing/deletion of Private Data from the Rental Technology  
22 upon the consumer returning the short-term rental vehicle at the conclusion of the rental term.

23          35.     Defendant’s failure to perform such routine maintenance that would protect the  
24 consumer’s Private Data is inconsistent with Defendant’s other policies and procedures providing  
25 for routine physical maintenance (e.g., refueling, vacuuming, and washing) upon a consumer’s  
26 return of the short-term rental vehicle at the conclusion of the rental term.

27          36.     Defendant has taken the position that it is solely the consumer’s responsibility to  
28 ensure removal of their Private Data from the Rental Technology pursuant to the system options

1 available in each vehicle.

2 37. As a result, the short-term rental vehicle is returned into circulation with the  
3 consumer's Private Data exposed and available for misuse by subsequent users of the vehicle,  
4 including, for example, identity thieves.

5 38. There are substantial privacy risks associated with allowing a consumer's Private  
6 Data to remain on the Rental Technology after the consumer has returned the short-term rental  
7 vehicle to Defendant at the conclusion of the rental period.

8 39. For example, using just a phone identifier, it is possible to link a rental vehicle  
9 user's Private Data to other information held regarding the user such as their social media account.  
10 Letter from ANCE et al. to Enterprise Rent-A-Car, Alamo Rent A Car, and National Car Rental  
11 (Dec. 6, 2017), available at <https://goo.gl/sPWPR>. In Baltimore, a car owner tracked down  
12 teenagers who took his car for a joy ride using the phone device names that had been paired with  
13 the owners' Jeep's Connect system, together with searching Instagram. *Id.*

14 **CLASS ACTION ALLEGATIONS**

15 40. Pursuant to section 382 of the California Code of Civil Procedure, Plaintiff  
16 Greenley brings this action on behalf of the following proposed class:

17 **The Class.** (1) All California residents who, during the period from December 31,  
18 2015, until the date of class certification, rented a vehicle from Avis Rent a Car,  
19 Budget Rent a Car, Zipcar, and Payless Car Rental on a short-term basis and who  
20 paired their Devices with the vehicle's Rental Technology, and (2) all residents of  
21 states other than California who, during the period from December 31, 2015, until  
22 the date of class certification, rented a vehicle within the State of California from  
23 Avis Rent a Car, Budget Rent a Car, Zipcar, and Payless Car Rental on a short-term  
24 basis and who paired their Devices with the vehicle's Rental Technology.

22 Excluded from the Class are: (a) Defendant, Defendant's board members,  
23 executive-level officers, and attorneys, and immediately family members of any of  
24 the foregoing persons; (b) governmental entities; (c) the Court, the Court's  
25 immediate family, and the Court staff; and (d) any person that timely and properly  
26 excludes himself or herself from the Class in accordance with Court-approved  
27 procedures.

25 41. Plaintiff Greenley reserves the right to alter the Class definition as he deems  
26 necessary at any time to the full extent that applicable law allows.

27 42. Certification of Plaintiff Greenley's claims for class-wide treatment is appropriate  
28 because Plaintiff Greenley can prove the elements of the claims on a class-wide basis using the

1 same evidence as individual Class members would use to prove those elements in individual  
2 actions alleging the same claims.

3 43. Numerosity. The size of the Class is so large that joinder of all Class members is  
4 impracticable. Due to the nature of Defendant's business, Plaintiff Greenley believes there are at  
5 least thousands of Class members geographically dispersed throughout California.

6 44. Well-Defined Community of Interest. As further alleged below, there is a well-  
7 defined community of interest with respect to the Class, since there are (1) predominant common  
8 questions of law or fact; (2) a Class representative with claims or defenses typical of the Class;  
9 and (3) a Class representative who can adequately represent the Class.

10 45. Existence and Predominance of Common Questions of Law and Fact. There are  
11 questions of law and fact common to the Class. These questions predominate over any questions  
12 affecting only individual Class members.

13 46. Questions of law and fact common to the Class members that predominate over  
14 questions that may affect individual Class members include but are not limited to:

- 15 a. whether Defendant adequately disclosed to the Class members that the  
16 Rental Technology would collect and indefinitely store their Private Data;  
17 b. whether Defendant adequately disclosed to the Class members that  
18 Defendant would not delete their Private Data from the Rental Technology  
19 after they had returned their rental vehicles to Defendant;  
20 c. whether Defendant injured the Class members by failing to delete their  
21 Private Data from the Rental Technology after the Class members had  
22 returned their rental vehicles to Defendant;  
23 d. whether the Class members are entitled to any form of monetary relief; and  
24 e. whether the Class members are entitled to any form of equitable relief,  
25 including but not limited to injunctive relief and equitable monetary relief.

26 47. Defendant engaged in a common course of conduct in contravention of the law  
27 Plaintiff Greenley seeks to enforce individually and on behalf of the Class members. Similar or  
28 identical legal violations, business practices, and injuries are involved. Individual questions, if any,  
pale by comparison, in both quality and quantity, to the numerous common questions that dominate  
this action. Moreover, the common questions will yield common answers.

48. Typicality. Plaintiff Greenley's claims are typical of the claims of the Class

1 members because Defendant injured Plaintiff Greenley and all Class members through the uniform  
2 misconduct described herein; Plaintiff Greenley and all Class members rented vehicles on a short-  
3 term basis from Defendant and paired their Devices with the Rental Technology on those vehicles;  
4 and Plaintiff Greenley seeks the same relief as the Class members.

5 49. Furthermore, there are no defenses available to Defendant that are unique to  
6 Plaintiff Greenley.

7 50. Adequacy of Representation. Plaintiff Greenley is a fair and adequate  
8 representative of the Class because Plaintiff Greenley's interests do not conflict with the Class  
9 members' interests.

10 51. Plaintiff Greenley will prosecute this action vigorously and is highly motivated to  
11 seek redress against Defendant.

12 52. Furthermore, Plaintiff Greenley has selected competent counsel that are  
13 experienced in class action and other complex litigation.

14 53. Plaintiff Greenley and his counsel are committed to prosecuting this action  
15 vigorously on behalf of the Class and have the resources to do so.

16 54. Injunctive or Declaratory Relief. Defendant has acted or refused to act on grounds  
17 generally applicable to the Class, thereby making appropriate final injunctive relief or  
18 corresponding declaratory relief with respect to the Class as a whole.

19 55. Superiority. The class action mechanism is superior to other available means for  
20 the fair and efficient adjudication of this controversy for reasons including but not limited to the  
21 following:

- 22 a. The damages individual Class members suffered are small compared to the  
23 burden and expense of individual prosecution of the complex and extensive  
24 litigation needed to address Defendant's conduct.
- 25 b. Furthermore, it would be virtually impossible for the Class members  
26 individually to redress effectively the wrongs done to them. Even if Class  
27 members themselves could afford such individual litigation, the court  
28 system could not. Individualized litigation would unnecessarily increase the  
delay and expense to all parties and to the court system and presents a  
potential for inconsistent or contradictory rulings and judgments. By  
contrast, the class action device presents far fewer management difficulties,  
allows the hearing of claims which might otherwise go unaddressed because  
of the relative expense of bringing individual lawsuits, and provides the

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benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

c. The prosecution of separate actions by the individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for Defendant.

d. The prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications or that would substantively impair or impede their ability to protect their interests.

56. Notice. Plaintiff Greenley and his counsel anticipate that notice to the proposed Class will be effectuated through recognized, Court-approved notice dissemination methods, which may include United States mail, electronic mail, Internet postings, and/or published notice.

**CAUSES OF ACTION**

**FIRST CAUSE OF ACTION**

**Violation of Article I, Section 1, of the California Constitution**

**On Behalf of the Class**

57. Plaintiffs repeat each and every allegation contained in the paragraphs above and incorporate such allegations by reference herein.

58. Plaintiffs bring this cause of action for violation of article I, section 1, of the California Constitution. Plaintiff Greenley brings this cause of action on behalf of the Class.

59. Article I, section 1, of the California Constitution states:

All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy.

CAL. CONST. art. I, § 1.

60. The right of privacy set forth in article I, section 1, of the California Constitution prevents business interests from stockpiling unnecessary information about California citizens.

61. An “informational privacy” interest is an interest in precluding the dissemination or misuse of sensitive and confidential information.

62. Informational privacy is a core value furthered by the right of privacy set forth in article I, section 1, of the California Constitution.



1           63.     The Class members have a legally protected informational privacy interest in the  
2 Private Data (including personal, confidential, and sensitive information) that the Rental  
3 Technology collected and stored when the Class members paired their Devices with the Rental  
4 Technology.

5           64.     The Class members reasonably expected that their Private Data (including personal,  
6 confidential, and sensitive information) would be kept private after they had returned their rental  
7 vehicles to Defendant.

8           65.     In engaging in the conduct set forth herein, Defendant has committed a serious  
9 invasion of the Class members' privacy interests, including their informational privacy interests.  
10 Defendant's conduct at issue, including but not limited to its failure to delete the Class members'  
11 Private Data from the Rental Technology upon their return of the rental vehicles to Defendant at  
12 the conclusion of the rental period, constitutes an egregious breach of the social norms underlying  
13 the Class members' right to privacy.

14           66.     Defendant's Rental Technology gathered the Class members' sensitive Private  
15 Data, and privacy safeguards for that Private Data are feasible, but Defendant's implementation of  
16 those safeguards is slipshod or nonexistent. Defendant has not implemented a policy of deleting  
17 consumers' Private Data from the Rental Technology upon the return of their rental vehicles to  
18 Defendant at the conclusion of the rental period, even though it easily could do so and it already  
19 has in place policies and procedures providing for routine maintenance (e.g., refueling, vacuuming,  
20 and washing) upon a consumer's return of a short-term rental vehicle at the conclusion of the rental  
21 term.

22           67.     Furthermore, Defendant's business objectives can be readily accomplished by  
23 alternative means having little or no impact on privacy interests. Since Defendant routinely  
24 maintains rental vehicles (e.g., refueling, vacuuming, and washing), additionally deleting  
25 consumers' Private Data by means of a factory reset during routine maintenance would impose  
26 little or negligible cost on Defendant.

27           68.     By the acts, transactions, and courses of conduct alleged herein, Defendant has  
28 violated the Class members' inalienable right to privacy.

1 69. As a consequence, the Class members were personally injured and suffered  
2 emotional distress damages. Furthermore, Defendant has been unjustly enriched, in part because  
3 it would be against equity and good conscience to allow Defendant to retain the monies it obtained  
4 from the Class members in connection with its violation of their privacy rights as described herein.

5 70. Plaintiffs seek injunctive relief, damages (including but not limited to consequential  
6 damages and out-of-pocket costs of identity theft insurance and credit monitoring), equitable  
7 monetary relief, and reasonable attorney's fees and costs.

8 71. Therefore, Plaintiffs pray for relief as set forth below.

9 **SECOND CAUSE OF ACTION**

10 **Violation of California's Rental Passenger Vehicle Transactions Law,**

11 **CAL. CIV. CODE § 1939.01 *et seq.***

12 **On Behalf of the Class**

13 72. Plaintiffs repeat each and every allegation contained in the paragraphs above and  
14 incorporate such allegations by reference herein.

15 73. Plaintiffs bring this cause of action for violation of California's Rental Passenger  
16 Vehicle Transactions Law, CAL. CIV. CODE § 1939.01 *et seq.* Plaintiff Greenley brings this cause  
17 of action on behalf of the Class.

18 74. Under the Rental Passenger Vehicle Transactions Law, "electronic surveillance  
19 technology" means:

20 a technological method or system used to observe, monitor, or collect information,  
21 including telematics, Global Positioning System (GPS), wireless technology, or  
22 location-based technologies. "Electronic surveillance technology" does not include  
event data recorders (EDR), sensing and diagnostic modules (SDM), or other  
systems that are used either:

23 (1) For the purpose of identifying, diagnosing, or monitoring functions  
24 related to the potential need to repair, service, or perform maintenance on  
the rental vehicle.

25 (2) As part of the vehicle's airbag sensing and diagnostic system in order to  
26 capture safety systems-related data for retrieval after a crash has occurred  
27 or in the event that the collision sensors are activated to prepare the  
decisionmaking computer to make the determination to deploy or not to  
deploy the airbag.

28 CAL. CIV. CODE § 1939.01(h).

1           75.     The Rental Technology, as described above, is electronic surveillance technology  
2 under the Rental Passenger Vehicle Transactions Law because it is a technological method or  
3 system used to observe, monitor, or collect information, including but not limited to GPS.

4           76.     Pursuant to the Rental Passenger Vehicle Transactions Law:

5           A rental company shall not use, access, or obtain any information relating to the  
6 renter's use of the rental vehicle that was obtained using electronic surveillance  
technology, except in the following circumstances:

7           (1)(A) When the equipment is used by the rental company only for the  
8 purpose of locating a stolen, abandoned, or missing rental vehicle after one  
of the following:

9           (i) The renter or law enforcement has informed the rental company  
10 that the vehicle is missing or has been stolen or abandoned . . . [and  
in certain other identified circumstances] . . . [or]

11           (2) In response to a specific request from law enforcement pursuant to a  
12 subpoena or search warrant.

13 CAL. CIV. CODE § 1939.23.

14           77.     As detailed above, in violation of section 1939.23 of the Rental Passenger Vehicle  
15 Transactions Law, Defendant has obtained information relating to the Class members' use of its  
16 rental vehicles (i.e., Private Data) that was obtained using electronic surveillance technology (i.e.,  
17 the Rental Technology).

18           78.     Pursuant to section 1939.29 of the Rental Passenger Vehicle Transactions Law, "[a]  
19 waiver of any of the provisions of [the Rental Passenger Vehicle Transactions Law], except for  
20 Sections 1939.21, 1939.35, and 1939.37, shall be void and unenforceable as contrary to public  
21 policy." CAL. CIV. CODE § 1939.29.

22           79.     Pursuant to section 1939.29, any terms and conditions or other provisions under  
23 which Defendant could be said to have attempted to waive section 1939.23 are void and  
24 unenforceable as contrary to public policy.

25           80.     As a consequence of Defendant's violation of section 1939.23, the Class members  
26 were personally injured and suffered emotional distress damages. Furthermore, Defendant has  
27 been unjustly enriched, in part because it would be against equity and good conscience to allow  
28 Defendant to retain the monies it obtained from the Class members in connection with its violation

1 of section 1939.23 as described herein.

2 81. Pursuant to section 1939.25 of the Rental Passenger Vehicle Transactions Law:

3 A renter may bring an action against a rental company for the recovery of damages  
4 and appropriate equitable relief for a violation of this chapter, except for Sections  
5 1939.21, 1939.35, and 1939.37. The prevailing party shall be entitled to recover  
reasonable attorney's fees and costs.

6 CAL. CIV. CODE § 1939.25.

7 82. Plaintiffs bring this cause of action pursuant to 1939.25, seeking injunctive relief,  
8 damages (including but not limited to consequential damages and out-of-pocket costs of identity  
9 theft insurance and credit monitoring), equitable monetary relief, and reasonable attorney's fees  
10 and costs.

11 83. Therefore, Plaintiffs pray for relief as set forth below.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, individually and on behalf of the members of the Class,  
14 respectfully request the Court to enter an Order:

15 A. certifying the proposed Class under section 382 of the California Code of Civil  
16 Procedure, as set forth above;

17 B. declaring that Defendant is financially responsible for notifying the Class members  
18 of the pendency of this suit;

19 C. declaring that Defendant has committed the violations of law alleged herein;

20 D. providing for any and all injunctive relief the Court deems appropriate;

21 E. awarding monetary damages, including but not limited to any compensatory,  
22 incidental, or consequential damages in an amount that the Court or jury will determine, in  
23 accordance with applicable law;

24 F. providing for any and all equitable monetary relief the Court deems appropriate;

25 G. awarding Plaintiffs reasonable costs and expenses of suit, including attorneys' fees;

26 H. awarding pre- and post-judgment interest to the extent the law allows; and

27 I. providing such further relief as this Court may deem just and proper.

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury.

Date: January 24, 2019

Respectfully submitted,

**REESE LLP**

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8 Attorneys for Defendant  
9 Avis Budget Group, Inc., *a Delaware and*  
10 *New Jersey Corporation*

11 UNITED STATES DISTRICT COURT  
12 SOUTHERN DISTRICT OF CALIFORNIA, SAN DIEGO DIVISION

13 STEVE KRAMER and DAVID KENT  
14 GREENLEY, individually and on behalf  
15 of all others similarly situated,

16 Plaintiffs,

17 vs.

18 AVIS BUDGET GROUP, INC., a  
19 Delaware and New Jersey Corporation,

20 Defendant.

Case No. '19CV0421 GPC NLS

**DECLARATION OF COREY HARP  
IN SUPPORT OF NOTICE OF  
REMOVAL**

[Removal from Superior Court of  
California, San Diego County, Case No.  
37-2018-00067024-CU-BT-CTL]

FAC Filed: Jan. 24, 2019

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A limited liability partnership formed in the State of Delaware

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1 I, Corey Harp, declare:

2 1. I am the Customer Advocacy Manager of Avis Budget Group, Inc. I  
3 make this declaration of my own knowledge and, if called as a witness, I could and  
4 would testify competently to the matters set forth herein.

5 2. In my capacity as the Customer Advocacy Manager of Avis Budget  
6 Group, Inc., I am familiar with company’s overall corporate structure as well as the  
7 record keeping procedures of Avis Rent A Car System, LLC (“ARACS”) and  
8 Budget Rent A Car System, LLC (“BRACS”) as they relate to customer vehicle  
9 rentals. ARACS and BRACS are the consumer-facing subsidiaries of Avis Budget  
10 Group, Inc.

11 3. Avis Budget Group, Inc. is a corporation organized and existing under  
12 the laws of the State of Delaware. Its principal place of business is located in  
13 Parsippany, New Jersey.

14 4. After reviewing pertinent ARACS and BRACS records, I estimate that in  
15 2017 and 2018, ARACS and BRACS, collectively, had approximately 6,556,407  
16 rentals with a vehicle pick-up location in the State of California.


17 5. Based on my review of pertinent ARACS and BRACS records,  
18 revenues derived from California rentals in 2017 and 2018 well exceed  
19 \$5,000,000.

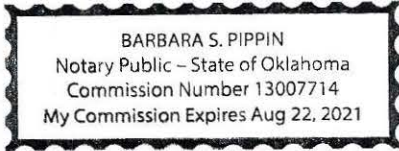
20 6. Such estimates were based on database searches of vehicle rental  
21 transactions, as retained in the ordinary course of business, with search criteria  
22 including any and all originating rental locations (also known as the “checkout”  
23 location) which currently, or formerly, operate within the State of California.

24 7. The majority of the vehicles available from Avis Rent a Car, Budget  
25 Rent a Car, Zipcar, and Payless Car Rental in California are believed to include  
26 Bluetooth enabled entertainment systems, which would permit a renter to  
27 voluntarily pair his or her phone or other device with the vehicle’s entertainment  
28 system.



1 I declare under penalty of perjury under the laws of the State of California and  
2 the United States that the foregoing is true and correct. Executed this 28 day of  
3 February 2019, in [Tulsa, Oklahoma].

4 /s/   
5 Corey Harp

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Barbara S. Pippin February 28, 2019

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CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

KRAMER, STEVE and GREENLEY, DAVID K.

(b) County of Residence of First Listed Plaintiff San Diego County, CA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Anthony S. Newman (SBN 235514) Reed Smith, 355 S. Grand Ave., Suite 2900, Los Angeles, CA 90071 (213) 457-8000; Fax (213) 457-8080

DEFENDANTS

AVIS BUDGET GROUP, INC.

County of Residence of First Listed Defendant Morris County, NJ (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

Michael R. Reese/George V. Granade; Reese, LLP, 100 West 93rd Street, 16th Floor; NY, NY 10025; David A. Carroll/Anthony J. DiRaimondo/Robert E. Opydyke; Rice Reuther Sullivan & Carroll, LLP 3800 Howard Hughes Parkway, #1200, Las Vegas, Nevada 89169 (702) 732-9099

'19CV0421 GPC NLS

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 and business location (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, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, 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): 28 U.S.C §§ 1332 & 1441(d)
Brief description of cause: Alleged violations of Cal. Const., art. I, § 1 and Cal. Civ. Code § 1939.01 et. seq

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 03/04/2019 SIGNATURE OF ATTORNEY OF RECORD /s/ Anthony S. Newman

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. 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.
- I. **(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.)
- I. **(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 Rule 8(a), F.R.Cv.P., 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.
  - United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
  - Federal question. (3) This refers to suits under 28 U.S.C. 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.
  - Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 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 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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
  
- V. **Origin.** Place an "X" in one of the seven boxes.
  - Original Proceedings. (1) Cases which originate in the United States district courts.
  - Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
  - Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
  - Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.

**PLEASE NOTE THAT THERE IS NOT AN 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 Rule 23, F.R.Cv.P. 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 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

1 Anthony S. Newman (SBN 235514)  
2 Email: anewman@reedsmith.com  
3 REED SMITH LLP  
4 355 S. Grand Avenue, #2900  
5 Los Angeles, CA 90071  
6 Telephone: (213) 457-8123  
7 Facsimile: (213) 457-8080

8 Attorneys for Defendant  
9 Avis Budget Group, Inc., a Delaware and  
10 New Jersey Corporation

11 UNITED STATES DISTRICT COURT  
12 SOUTHERN DISTRICT OF CALIFORNIA, SAN DIEGO DIVISION

13 STEVE KRAMER and DAVID KENT  
14 GREENLEY, individually and on behalf  
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Case No. '19CV0421 GPC NLS

**PROOF OF SERVICE**

[Removal from Superior Court of  
California, San Diego County, Case  
No. 37-2018-00067024-CU-BT-CTL]

FAC Filed: Jan. 24, 2019

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**PROOF OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, 355 South Grand Avenue, Suite 2900, Los Angeles, California 90071-1514. On March 4, 2019, I served the following document(s) by the method indicated below:

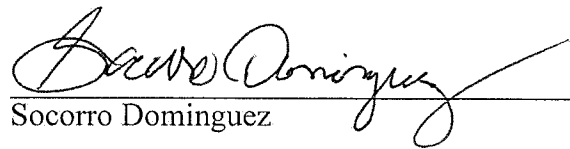
- 1. **DEFENDANT AVIS BUDGET GROUP, INC.’S NOTICE OF REMOVAL PURSUANT TO 28 U.S.C. §§ 1332, 1441, AND 1446;**
- 2. **CIVIL COVER SHEET; AND**
- 3. **DECLARATION OF COREY HARP IN SUPPORT OF NOTICE OF REMOVAL**

by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm’s practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.

Michael R. Reese  
George V. Granade  
**REESE LLP**  
100 West 93rd Street, 16th Floor  
New York, New York 10025

David A. Carroll  
Anthony J. DiRaimondo  
Robert E. Opdyke  
**RICE REUTHER SULLIVAN & CARROLL, LLP**  
3800 Howard Hughes Parkway, Suite 1200  
Las Vegas, Nevada 89169

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on March 4, 2019, at Los Angeles, California.

  
Socorro Dominguez

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: Avis Budget Group Fails to Clear Smartphone Data from Rental Cars](#)

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