

1 Robert J. Gralewski, Jr. (CSB #196410)
2 Fatima G. Brizuela
3 **KIRBY McINERNEY LLP**
4 600 B Street, Suite 1900
5 San Diego, CA 92101
6 Tel: (619) 398-4340
7 bgralewski@kmlp.com
8 fbrizuela@kmlp.com

9 *Attorneys for Plaintiffs*

10 **UNITED STATES DISTRICT COURT**

11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 MOSES OLIVA and DAVID
13 CLAASSEN, individually and on behalf
14 of all others similarly situated,

15 Plaintiffs,

16 v.

17 THE HERTZ CORPORATION,

18 Defendant.
19

Case No. '17CV1083 BAS NLS

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

20
21 **NATURE OF THE CASE**

22 1. The Hertz Corporation (“Hertz”) breaches its Gold Plus Program Terms and
23 Conditions (“Hertz Terms”) with Gold Plus members and defrauds Gold Plus members
24 by charging them excessive administrative fees (sometimes described as violation-
25 handling fees) each time they pass through automated toll booths without paying the toll.
26 Hertz’s Terms explain that Gold Plus members must “reimburse Hertz for all its related
27 collection and other expenses, including an administrative fee related to the cost of
28

1 collection or to the cost of providing information about [renters] to a court or
2 governmental agency in connection with any parking or traffic violations.” Hertz’s
3 Terms do not allow Hertz to charge Gold Plus members administrative fees exceeding the
4 amount needed to reimburse Hertz for the expenses it incurs in collecting unpaid tolls.

5 2. The cost Hertz actually incurs relating to the collection of unpaid tolls is
6 only pennies per transaction, far less than the \$30 fee that Hertz charges its Gold Plus
7 members for each unpaid toll.

8 3. Plaintiff Moses Oliva paid Hertz a \$30 administrative fee for an unpaid toll,
9 an amount that grossly exceeded Hertz’s reimbursement for all its related collection and
10 other expenses. To recover the excess portion of this payment, Oliva brings this class
11 action on behalf of himself and similarly situated Gold Plus members relating to their
12 rentals after their initial Gold Plus rental.

13 4. Plaintiff David Claassen paid Hertz a \$30 administrative fee for an unpaid
14 toll, an amount that grossly exceeded Hertz’s reimbursement for all its related collection
15 and other expenses. To recover the excess portion of this payment, Claassen brings this
16 class action on behalf of himself and similarly situated Gold Plus members relating to
17 their rentals after their initial Gold Plus rental.

18
19 **JURISDICTION AND VENUE**

20 5. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332(d). The
21 amount in controversy exceeds \$5 million, exclusive of interest and costs, and this is a
22 class action where Plaintiffs and class members are citizens of states different from
23 Hertz.

24 6. This Court has personal jurisdiction over Hertz because Hertz conducts
25 significant business in California and in this district.

26 7. Venue is proper in this district under 28 U.S.C. § 1391 because Hertz resides
27 here (in that Hertz’s contacts in this district would be sufficient to subject Hertz to

1 personal jurisdiction if this district were a separate state), conducts business here, and is
2 subject to this court's personal jurisdiction with respect to the civil action in question.
3 Indeed, with nineteen Hertz rental locations, this district has the most rental locations of
4 almost any district in the country. *See* <https://www.hertz.com/rentacar/location#cities>.

5
6 **PARTIES**

7 8. Moses Oliva resides in New Jersey. He rented from Hertz in Southern
8 California, and Hertz charged his credit card a \$30 administrative fee for an unpaid toll.

9 9. David Claassen resides in Georgia. He rented from Hertz in Southern
10 California, and Hertz charged his credit card a \$30 administrative fee for an unpaid toll.

11 10. Hertz, a subsidiary of Hertz Global Holdings, Inc., is a Delaware corporation
12 with its principal place of business in Florida. Hertz is the world's largest airport
13 general-use car-rental company with more than 2,900 airport locations, including 1,600
14 in the United States. During the class period, Hertz rented cars to the public on its own
15 website, www.hertz.com, through third-party websites, and over the phone.

16
17 **FACTUAL ALLEGATIONS**

18 **I. Electronic toll collection.**

19 **A. How electronic toll collection systems work.**

20 11. Electronic toll collection ("ETC") allows motorists to pay road tolls
21 automatically without stopping. A small electronic device known as a transponder is
22 registered with an ETC system and linked to an account corresponding to a vehicle's
23 license registration. As a vehicle passes through an electronic toll lane, the transponder
24 identifies the vehicle to the ETC system. The ETC system records the toll payment and
25 debits the corresponding account.

26 12. ETC lanes offer many advantages as an alternative to cash toll lanes. They
27 improve traffic flow, reduce drivers' time, reduce congestion and pollution, improve

1 fuel economy, improve highway safety, and reduce toll transaction costs. These benefits
2 have been widely recognized. A 2007 study by the Center for Transportation Research
3 titled “Toll Collection Technology and Best Practices” found ETC to be the preferred
4 method for highway toll collection. Given ETC’s advantages, many toll roads, bridges,
5 and tunnels now include ETC lanes, and a growing number of them have eliminated
6 cash lanes altogether, using ETC as the exclusive toll-collection method.

7 **B. Hertz’s PlatePass ETC service.**

8 13. Hertz offers nationally and promotes on its website, in written literature, and
9 elsewhere an ETC service called PlatePass. PlatePass operates as a transponder that
10 allows customers to use many ETC toll lanes throughout the United States when driving
11 a Hertz rental car. Hertz rental cars are pre-equipped with PlatePass, which, when
12 activated, automatically pays electronic tolls and charges these tolls to customers’ credit
13 cards.

14 14. Hertz touts PlatePass as a unique toll-payment solution, affording
15 convenience to its customers by paying tolls electronically when a customer does not
16 bring a personal transponder into the rental car. Often, PlatePass is the only means by
17 which to pay tolls on exclusive ETC road, unless the customer carries a personal
18 transponder.

19 15. PlatePass is a division of American Traffic Solutions, Inc. (“ATS”). ATS
20 administers ETC services for major toll roads throughout the country and worldwide.
21 Sometime after November 2012, Hertz became ATS’s largest domestic car-rental
22 customer.

23 16. When a Hertz customer uses PlatePass to pay a toll, the ETC system
24 recognizes the rental car either by a transponder or by the car’s license-plate number.
25 PlatePass then charges the Hertz customer’s credit card for the toll.

26 17. In addition to charging customers for any tolls paid using PlatePass, Hertz
27 assesses a PlatePass flat fee of \$4.95 for each rental day, regardless of how many tolls, if
28

1 any, the renter pays, with a cap of \$24.95 per rental.

2 18. But despite PlatePass’s expansive coverage, certain cashless toll roads do
3 not accept PlatePass. Nor do these toll roads recognize the transponders used by
4 traveling motorists, such as EZPass or SunPass.

5 19. Instead, these toll roads exclusively use local ETC systems. The local ETC
6 system in place in parts of California is called FasTrak. This means that certain
7 California automated toll roads only recognize transponders that are registered to
8 FasTrak.

9 20. As a result, Hertz renters from around the country and around the world who
10 do not subscribe to FasTrak (or to local ETC systems in other markets) are naturally and
11 reasonably unaware that Hertz’s PlatePass transponders will not pay their tolls when
12 renters use these transponders on cashless toll roads in parts of California. Renters do
13 not know this because Hertz never informs them that PlatePass does not work on toll
14 roads in parts of California.

15 21. Hertz also fails to inform renters that the only way to avoid toll violations on
16 parts of California toll roads is to register for FasTrak or to go online with their rental
17 car’s license number and pay a toll within a certain number of days after they incur their
18 fines.

19 **II. Plaintiffs’ Gold Plus enrollments and rentals.**

20 **A. Plaintiffs’ Gold Plus membership enrollments.**

21 22. Plaintiffs enrolled in Hertz’s Gold Plus program on Hertz’s website,
22 www.hertz.com. They completed an enrollment form that required them to provide
23 personal information, including their driver’s license and credit card information, to
24 identify their vehicle preferences, and to select any desired optional insurance or other
25 ancillary services that Hertz offers.

26 23. After entering this information, Plaintiffs adopted an electronic signature
27 and clicked an “I Agree” button, acknowledging that they had “received and agree[d] to

1 Hertz’s Gold Plus Program Terms and Conditions [i.e., Hertz’s Terms] of [their]
2 enrollment in Hertz Gold Plus Rewards, including the elections appearing on this
3 enrollment form.”

4 **B. Plaintiffs’ rental-car reservations.**

5 24. Plaintiffs reserved their cars online. They logged onto www.hertz.com,
6 where they specified car pick-up and return locations and times, and chose from a list of
7 available cars.

8 25. Hertz’s website listed “Rental Qualifications and Requirements,” which
9 enumerated several “Charges” that a Gold Plus member could be required to pay as part
10 of a car rental, including PlatePass charges. Absent from this list was any mention of an
11 administrative fee.

12 26. Plaintiffs proceeded to a webpage with the heading “Review & Book.” This
13 webpage contained a link to the charges described in the previous paragraph. Still
14 absent was any mention of an administrative fee.

15 27. To complete their reservations, Plaintiffs clicked on a “Submit” prompt,
16 which Hertz’s website instructed would confirm that they understood and accepted
17 Hertz’s Rental Qualification and Requirements and Hertz’s Terms.

18 **C. Plaintiffs’ rental-car pickups.**

19 28. On or about November 25, 2014, Plaintiff Oliva, as an existing Gold Plus
20 member who was not making his initial Gold Plus rental, reserved a car for pick up at
21 Hertz’s John Wayne Airport location in Santa Ana, California.

22 29. On or about May 2016, Plaintiff Claassen, as an existing Gold Plus member
23 who was not making his initial Gold Plus rental, reserved a car for pick up at Hertz’s
24 Los Angeles International Airport location (“LAX”).

25 30. Upon arrival at their respective airports, Plaintiffs proceeded directly to the
26 stalls where their rental cars awaited with the keys inside.

27 31. They commenced their rentals by taking possession of their cars. Plaintiffs
28

1 drove toward the airports' exit gates, where they each joined a queue of cars waiting to
2 leave. When Plaintiffs reached the front of the line, an agent handed each, through their
3 driver-side window, a multipage, folded document called a "Rental Record." With
4 drivers behind them waiting to exit and with rows of metal spikes before them
5 preventing them from driving anywhere but out, Plaintiffs left the rental car lots.

6 32. During Plaintiff Oliva's rental, he drove through a fully automated toll plaza
7 on Highway 73, while driving to San Diego. This toll plaza recognizes only FasTrak
8 transponders. Oliva did not have a FasTrak transponder, and Hertz never told him to get
9 one. Therefore, he could not pay the toll as he passed through it.

10 33. During his rental, Plaintiff Claassen drove through a fully automated toll
11 plaza near LAX. This toll plaza recognizes only FasTrak transponders. Claassen did not
12 have a FasTrak transponder, and Hertz never told him to get one. Therefore, he could not
13 pay the toll as he passed through it.

14 **III. Plaintiffs' enrollment in Hertz's Gold Plus Rewards Program.**

15 34. Hertz's Terms control Plaintiffs' relationships with Hertz. When Gold Plus
16 members rent after their first time, Hertz neither gives them a Rental Agreement nor
17 requires them to sign a signature pad agreeing to a Rental Agreement's terms. (A Rental
18 Agreement is the gold, black, and white multifold jacket on which the counter agent lists
19 a rental car's stall number.)

20 35. Paragraph 13 of Part II.B of Hertz's Terms provides that Hertz may charge
21 an administrative fee for toll-collection costs:

22 You will be responsible for and pay all parking or traffic
23 violation fees, fines and penalties, all towing, storage and
24 impoundment fees, and all tolls charged to the Car, arising out
25 of use, possession or operation of the Car by You or with Your
26 permission. You agree to pay same and indemnify and hold
27 Hertz harmless if Hertz pays or is required to pay same. *You*
28 *also agree to reimburse Hertz for all its related collection and*

1 *other expenses, including an administrative fee related to the*
2 *cost of collection or to the cost of providing information about*
3 *You to a court or governmental agency in connection with any*
4 *parking or traffic violations.*

5 (Emphasis added.)

6 36. Of the documents described in Hertz’s Terms that comprised Plaintiffs’
7 rental agreements, only Hertz’s Rental Record, which Hertz provided to Plaintiffs only
8 after their rentals had commenced (*see supra* ¶ 31)—meaning Hertz’s Rental Record was
9 not part of Plaintiffs’ contracts with Hertz—purported to notify them that Southern
10 California toll roads did not accept PlatePass and that Hertz would charge them a \$30
11 administrative fee if they traveled those toll roads without the proper (yet previously
12 undisclosed and undescribed) transponders.

13 37. Buried in Plaintiffs’ Rental Records was the following language, which
14 described for the first time (and for Southern California tolls) Hertz’s \$30 administrative
15 fee:

16 NOTE: Certain toll roads do not accept cash. If you travel on
17 such a toll road without a personal transponder that can be used
18 on the toll road, you will be required to use PlatePass and be
19 billed automatically as outlined below, or incur toll charges or
20 violations for which you will be responsible. *For toll roads in*
21 *Southern California that do not accept PlatePass, you will also*
22 *be charged an administrative fee of \$30.*

23 (Emphasis added.)

24 38. As well as being unenforceable, the preceding paragraph’s language is
25 misleading because it suggests a one-time-only charge to renters who travel toll roads
26 that do not accept PlatePass.

27 39. No one at Hertz asked Plaintiffs to sign—and they did not sign—the Rental
28 Records that they received after their rentals had commenced. Hertz’s Rental Record

1 instead states at the bottom of its last page: “GOLD-SIGNATURE ON FILE.”

2 40. As Gold Plus members, Plaintiffs provided Hertz an electronic signature
3 when they enrolled in the Hertz Gold Plus program. But nothing in Hertz’s Terms
4 applied Plaintiffs’ electronic signatures to Rental Records. And Plaintiffs did not agree to
5 Hertz’s Rental Records, which Hertz only provided them with after their rentals had
6 commenced.

7 41. With respect to Hertz’s Rental Agreement, which Hertz never provided
8 Plaintiffs, even if Plaintiffs’ electronic signatures enforced Hertz’s Rental Agreement in
9 perpetuity, Hertz’s Terms explain that “in the case of a rental agreement, the preprinted
10 general terms and conditions section,” which is where Hertz’s administrative fee appears,
11 are “exclud[ed].” *Id.* at Part I, ¶ 3. Despite this caveat, Hertz’s inapplicable Rental
12 Agreement does not mention Hertz’s \$30 administrative fee anyway.

13 **IV. The breach of Hertz’s Terms with Plaintiffs.**

14 **A. Hertz’s demand for a \$30 administrative fee.**

15 42. Shortly after Plaintiffs returned their rental cars to Hertz, Oliva received
16 from Hertz and Claassen received, upon information and belief, from Hertz, a “Notice of
17 Administrative Fee for Rental Car Toll Charge” (“Notices”). These Notices informed
18 Plaintiffs that their rental cars had incurred unpaid toll charges.

19 43. Plaintiffs’ Notices, which are essentially identical and, upon information and
20 belief, essentially identical to the Notices that Hertz sends and sent other renters who did
21 not pay tolls, first explained that Plaintiffs had not paid their tolls:

22 *Oliva’s Notice*

23 You recently rented a vehicle from The Hertz Corporation.
24 During the term of your rental agreement, a Toll Violation was
25 issued by The Toll Roads Violation Department.

26 *Claassen’s Notice (Claassen’s Notice language here and*
27 *afterward is alleged upon information and belief)*

1 You recently rented a vehicle from The Hertz Corporation.
2 During the term of your Rental Agreement, one or more toll
3 charges were issued by the Los Angeles County Metropolitan
4 Transportation Authority Violation Department relating to the
5 rental car in your possession at that time.

6 44. The representations in Plaintiffs’ Notices, that they and Hertz had entered
7 into Rental Agreements, was not true. Hertz’s Gold Plus member rental process ensured
8 that Hertz and Plaintiffs could not have entered into Rental Agreements.

9 45. Based on Rental Agreements that never existed, Hertz’s Notices explained
10 that Hertz had transferred liability for these tolls from itself, as the car’s registered owner,
11 to Plaintiffs:

12 *Oliva’s Notice*

13 Per your rental contract with The Hertz Corporation, you are
14 responsible for all fines, penalties, and administrative fees
15 related to any and all violations incurred during your rental
16 agreement. You should expect to receive notification in the mail
17 from The Toll Roads Violation Department regarding the cost
18 associated with the violation. The notification will include
19 instructions on filing a dispute or submitting payment. It is your
20 responsibility to resolve the violation with The Toll Roads
21 Violation Department. Violations are issued in the name of the
22 registered owner of the vehicle. The authority issuing the
23 violation has been notified to substitute the name of the
24 registered owner with your name, as you were the renter
25 assigned to the vehicle at the time of the violation. This
26 violation handling process is referred to as a transfer of liability
27 which retains your due process and ability to pay or dispute the
28 violation directly with the issuing authority.

29 *Claassen’s Notice*

30 As provided in your Rental Agreement with Hertz, you are
31 responsible for all charges, penalties, and fees related to any toll
32 charge(s) incurred during your rental. The toll charge(s)
33 incurred during your rental was issued in the name of the

1 registered owner of the vehicle, which in this case is Hertz.
2 Hertz Processing Services notifies the Los Angeles County
3 Metropolitan Transportation Authority Violation Department to
4 replace Hertz’s name with your name as you were the renter
5 assigned to the vehicle at the time of the toll charge(s) were
6 issued. This process of substituting your name is known as a
7 “transfer of liability” because the liability for toll charge(s) was
8 transferred to you.

9 46. The Notices continued by describing, in similar language, the simple process
10 that Hertz follows to transfer liability to a customer:

11 *Oliva’s Notice*

12 The violation handling process (transfer of liability) consists of
13 the following:

- 14 1. Receipt of unpaid violation notice from the city
15 issuing the fine.
- 16 2. Identification of the renter responsible for the
17 violation.
- 18 3. Issuer is supplied with legal documents to transfer
19 liability for the violation to your name.

20 *Claassen’s Notice*

21 The “transfer of liability” process in your case involves the
22 following steps:

- 23 1. Hertz Processing Services receives notice of the
24 unpaid toll charge(s) from the Los Angeles County
25 Metropolitan Transportation Authority Violation
26 Department.
- 27 2. Hertz Processing Services identifies you as the
28 renter responsible for the toll charge(s).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. Hertz Processing Services supplies the Los Angeles County Metropolitan Transportation Authority Violation Department with a legal document containing information about you in order to transfer liability for the toll charge(s) to you.

47. Hertz’s Notices then explained that Hertz would charge Plaintiffs \$30 for these toll violations:

Oliva’s Notice
[Hertz’s] \$30 violation handling fee is separate from the violation amount due to the issuer. . . . It will automatically be charged on the due date above. The charge on your credit card statement will appear as WWWHERTZRENTALFINECOM.

Claassen’s Notice
[You] will be charged for the administrative fee The charge on your credit card statement will appear as WWW.HERTZRENTALFINE.COM or American Traffic Solutions, Inc. . . . The \$30.00 administrative fee reflected on this notice is separate from the amount due to the Los Angeles County Metropolitan Transportation Authority Violation Department.

48. Hertz’s Notices described no other administrative action that Hertz took to justify its \$30 fees.

49. Hertz’s Notices added that unless Plaintiffs voluntarily paid these fees, Hertz would automatically charge their credit cards, again falsely representing that an agreement existed that required payment:

Oliva’s Notice
If you wish to charge the balance due for the handling fee to the credit card on file with The Hertz Corporation ending [XXXX], you do not have to take any action.

Claassen’s Notice

1 The Rental Agreement you signed specifically authorized this
2 fee.

3 50. For further explanation, Hertz's Notices referred Plaintiffs to
4 WWW.HERTZRENTALFINE.COM. Consistent with Hertz's Terms and Conditions,
5 this website explains (and upon information and belief, explained during the class period)
6 that "[a]n administration fee *related to the cost of collection, and/or the cost of providing*
7 *information about you* to a court or governmental agency has also been billed."
(Emphasis added.)

8 51. Shortly after Plaintiffs received their Notices, Hertz charged each of their
9 credit cards to pay these \$30 fees. Plaintiffs paid these fees when they paid their
10 respective credit card bills.

11 **B. Hertz illegally charged Plaintiffs a \$30 administrative fee to generate a**
12 **profit, not to reimburse itself for all its collection and other expenses**
13 **related to the cost of collection or to the cost of providing information**
14 **about Plaintiffs to a court or governmental agency in connection with**
Plaintiffs' parking or traffic violations.

15 52. As provided in Hertz's Terms, Plaintiffs "agree[d] to reimburse Hertz for all
16 its related collection and other expenses, including an administrative fee related to the
17 cost of collection or to the cost of providing information about [them] to a court or
18 governmental agency in connection with any parking or traffic violations." The plain and
19 unambiguous meaning of this language provides that Plaintiffs were obligated only to
20 reimburse Hertz for costs it incurred related to toll collection, not to enhance Hertz's
21 profits.

22 53. In violation of Hertz's Terms, Hertz's \$30 administrative fee far exceeded
23 the nominal cost that Hertz incurred when transferring toll liability to Plaintiffs.

24 54. Instead of Hertz limiting its administrative fee to the pennies necessary to
25 reimburse the costs that it actually incurred, as Hertz's Terms required, Hertz charged
26 Plaintiffs an excessive fee to enhance its profits at their expense. In this manner, Hertz
27 breached its promises to Plaintiffs that it would only charge them that required to make

1 Hertz whole, not to secretly pad Hertz's bottom line.

2 55. Because Plaintiffs have not yet been able to obtain the Toll Roads, Los
3 Angeles County Metropolitan Transportation Authority, or ATS documents from Hertz,
4 which describe Hertz's arrangement with the Toll Roads and Los Angeles County
5 Metropolitan Transportation Authority, Plaintiffs allege Hertz's minimal transfer-of-
6 liability costs on information and belief based on costs incurred by its subsidiary Dollar
7 Rent A Car ("Dollar").

8 56. Plaintiffs are informed and believe that Dollar's comparable agreements and
9 transactions with the Florida Turnpike Enterprise ("FTE") and ATS are substantially
10 similar to Hertz's agreements and transactions with the Toll Roads, the Los Angeles
11 County Metropolitan Transportation Authority, and ATS.

12 57. The FTE's agreement with Dollar and ATS and other related documents
13 show that the FTE charges ATS only \$0.06 per toll incurred and 8% of the gross monthly
14 tolls incurred for administering bypassed electronic tolls in Florida.

15 58. For example, assuming Dollar rented 1,000 cars in Florida over the course of
16 one month and each car incurred four \$1.00 toll charges, the administration cost would be
17 \$560. Since Dollar charged its customers \$15 per unpaid toll (only half of what Hertz
18 charges), Dollar would collect \$60,000 from its customers. Thus, Dollar would reap
19 revenue that is 107 times the actual administration charges imposed by the FTE.

20 59. In addition to Hertz's transfer-of-liability costs, which comprise only a
21 miniscule amount of its \$30 fee, Hertz charges customers for using PlatePass. For this
22 service, which is administered by ATS, Hertz charges a flat fee of \$4.95 for each rental
23 day, with a cap of \$24.95 per rental, no matter how many tolls Hertz pays.

24 60. To exact its \$30 administrative fees from Plaintiffs, Hertz breached its
25 contracts with them—Hertz's Terms—and engaged in a pattern of deceptive and
26 misleading conduct.

1 61. Before Plaintiffs rentals commenced, Hertz did not disclose to Plaintiffs that
2 (i) certain toll highways are fully electronic and have no cash lanes; (ii) PlatePass does not
3 work on these roads; (iii) certain highways, including the highways they traveled, accept
4 only local ETC system transponders, which in this instance required them to register with
5 FasTrak, carry a FasTrak transponder in their rental cars, or register their rental cars'
6 license plates through the FasTrak app; and (iv) unless they used their own FasTrak
7 transponder or registered their rental cars through the FasTrak app, they would violate toll
8 plazas.

9 62. Nor did Hertz explain to Plaintiffs before their rentals commenced (i) that it
10 would charge them a \$30 fee for every toll violation, which fee far exceeded the amount
11 needed to reimburse Hertz for all its related collection and other expenses, and (ii) that if
12 Plaintiffs drove on an ETC-system-only highway, they could avoid Hertz's \$30 per toll
13 violation by promptly contacting the Toll Roads or the Los Angeles County Metropolitan
14 Transportation Authority to pay their tolls before Hertz transferred liability to them.

15 63. But Hertz did neither of these things to assist Plaintiffs and Gold Plus
16 members who were in most cases visitors to Southern California and were thus unfamiliar
17 with the local ETC process. Hertz compounded its deception by promoting PlatePass and
18 describing that it cost \$4.95 a day, not to exceed \$24.95 for a single rental, while never
19 revealing that PlatePass does not work on Southern California toll roads.

20 64. More fundamentally, Hertz affirmatively misrepresented the purpose of its
21 administrative fee by telling Plaintiffs and Gold Plus members that it was charging them
22 only to reimburse administrative expenses that it incurred, when the purpose of Hertz's fee
23 is to generate extra revenue.

24 65. Hertz's impetus for illegally imposing its administrative fees is evident in its
25 public statements. These statements acknowledge the difficulty of raising rental rates in
26 the face of Internet-savvy consumers and fierce price competition:

1 The markets in which we operate are highly competitive. We
2 believe that price is one of the primary competitive factors in
3 the car and equipment rental markets and that the Internet has
4 enabled cost-conscious customers, including business travelers,
5 to more easily compare rates available from rental companies.
6 If we try to increase our pricing, our competitors, some of
7 whom may have greater resources and better access to capital
8 than us, may seek to compete aggressively on the basis of
9 pricing.

7 Hertz 2012 10-K at 45. Generating revenue by charging renters secret fees helps Hertz
8 remain profitable while maintaining lower rental rates.

9
10 **CLASS ACTION ALLEGATIONS**

11 66. Plaintiffs bring this action on behalf of themselves and as a class action
12 under Rule 23(b)(3) of the Federal Rules of Civil Procedure, seeking equitable,
13 injunctive, and monetary relief under California law on behalf of the following class (the
14 “Class”):

15 All persons or entities in the United States who are or were
16 Hertz Gold Plus members who rented Hertz vehicles in
17 California before October 24, 2016 and who Hertz charged one
18 or more \$30 administrative fee(s) related to toll violation(s)
19 incurred during their car rental(s) (“the Class”).

19 The Class excludes: (a) first-time Hertz Gold Plus rentals; (b)
20 Hertz and any entity in which Hertz has a controlling interest;
21 (c) Hertz’s employees, officers, directors, agents,
22 representatives, and their family members; (d) class counsel,
23 employees of class counsels’ firms, and class counsels’
24 immediate family members; and (e) the presiding judge, any
25 magistrate judge, and their immediate family members.

26 67. Plaintiffs are Hertz Gold Plus members who paid Hertz’s \$30 administrative
27 fees in connection with their after-first-time vehicle rentals. Therefore, they are members
28 of the Class.

1 68. Plaintiffs can identify and ascertain all other Class members from Hertz's
2 computerized records. These records reflect which Gold Plus members Hertz charged its
3 \$30 administrative fee. Thus, the Class is ascertainable.

4 69. While Plaintiffs do not know the exact number of the members of the Class
5 as this information is in Hertz's exclusive control, based on the nature of the commerce
6 involved, Plaintiffs believe Class members number in the thousands and are dispersed
7 throughout the United States. Therefore, joinder of all Class members would be
8 impracticable.

9 70. Plaintiffs' claims are typical of other Class members' claims because they
10 and Class members paid Hertz's \$30 administrative fees.

11 71. Common legal or factual questions predominate, including but not limited
12 to:

- 13 a. Whether Hertz entered into Hertz's Terms with Plaintiffs and
14 Class members;
- 15 b. Whether Hertz's Terms contained language permitting Hertz to
16 charge Plaintiffs and Class members only for costs necessary to
17 reimburse Hertz for all its related collection and other expenses,
18 including an administrative fee related to the cost of collection
19 or to the cost of providing information about renters to a court
20 or governmental agency in connection with any parking or
21 traffic violations;
- 22 c. Whether Hertz's Terms did not contain language that Hertz
23 would charge Plaintiffs and Class members a \$30
24 administrative fee for toll violations;
- 25 d. Whether Hertz breached Hertz's Terms with Plaintiffs and
26 Class members by charging \$30 administrative fees that were
27

1 described nowhere in Hertz's Terms, rather than charging them
2 only reimbursement for Hertz's related collection and other
3 expenses, including an administrative fee related to the cost of
4 collection or to the cost of providing information about renters
5 to a court or governmental agency in connection with any
6 parking or traffic violations;

7 e. Whether Hertz acted falsely and misleadingly by charging
8 Plaintiffs and Class members \$30 administrative fees that were
9 described nowhere in Hertz's Terms, rather than charging them
10 only reimbursement for Hertz's related collection and other
11 expenses, including an administrative fee related to the cost of
12 collection or to the cost of providing information about renters
13 to a court or governmental agency in connection with any
14 parking or traffic violations;

15 f. Whether Plaintiffs and Class members justifiably relied on
16 Hertz's uniform misrepresentations regarding the true nature
17 and purpose of its \$30 administrative fee, which fee was not
18 mentioned anywhere in Hertz's Terms and did not constitute
19 Hertz's actual costs relating to the transfer-of-liability process;

20 g. Whether Hertz's uniform representation or statement that its
21 \$30 administrative fees were to reimburse it for all related
22 collection and other expenses, including administrative fees
23 related to the cost of collection or to the cost of providing
24 information about renters to a court or governmental agency in
25 connection with any parking or traffic violations, was false;

26 h. Whether Hertz's contractual statement that it would only charge
27 Plaintiffs and class members reimbursement for Hertz's related

1 collection and other expenses rather than the \$30 administrative
2 fees it actually charged constituted an affirmative
3 misrepresentation in violation of the California consumer-
4 protection laws;

5 i. Whether Hertz's uniform failure to charge Plaintiffs and Class
6 members reimbursement for Hertz's related collection and other
7 expenses rather than the \$30 administrative fees it actually
8 charged constituted an intentional omission in violation of the
9 California consumer-protection laws;

10 j. Whether Hertz's uniform practice of charging Plaintiffs and
11 Class members administrative fees of \$30 rather than
12 reimbursement for Hertz's related collection and other expenses
13 constituted an unconscionable commercial practice in violation
14 of the California consumer-protection laws;

15 k. Whether Hertz hid its \$30 administrative fee from Plaintiffs and
16 Class members;

17 l. Whether Plaintiffs or Class members authorized Hertz to charge
18 them \$30 administrative fees when all Hertz was contractually
19 allowed to charge them was reimbursement for all its related
20 collection and other expenses;

21 m. Whether Hertz's collection of fees under a false pretense
22 violated Hertz's obligation of good faith and fair dealing to
23 Plaintiffs and Class members;

24 n. Whether Hertz intentionally and substantially interfered with
25 the Plaintiffs' and Class members' ownership of their credit
26 card and debit card funds by wrongfully taking possession of
27 these funds without permission for its undisclosed and inflated
28

1 administrative fee;

- 2 o. Whether Hertz’s conduct injured Plaintiffs and Class members;
- 3 p. Whether Plaintiffs and Class members are entitled to damages
- 4 for injuries they suffered as a result of Hertz’s misconduct; and
- 5 q. The proper measure and appropriate formula for determining
- 6 damages Plaintiffs’ and Class members’ damages.

7 72. Plaintiffs will fairly and adequately represent and protect the interests of the

8 Class, and they have no interests that conflict with, or are antagonistic to Class members’

9 interests. Moreover, their attorneys are experienced and competent in complex class

10 action litigation.

11 73. Class certification is the superior procedural method for fairly and efficiently

12 adjudicating Plaintiffs claims because:

- 13 a. Common questions of law or fact predominate over any
- 14 individual questions that exist within the Class;
- 15 b. Each Class member’s damages claim is too small to make
- 16 individual litigation an economically viable possibility, and few
- 17 Class members likely have any interest in individually
- 18 controlling the prosecution of separate actions;
- 19 c. Class treatment is required for optimal deterrence and
- 20 compensation and for determining the court-awarded
- 21 reasonable legal fees and expenses;
- 22 d. Despite the relatively small size of each Class member’s claim,
- 23 the aggregate volume of their claims—coupled with the
- 24 economies of scale inherent in litigating similar claims on a
- 25 common basis—will enable Class counsel to litigate this case
- 26 on a cost-effective basis; and
- 27 e. Plaintiffs anticipate no unusual difficulties in this class action’s

1 management since all legal and factual questions are common
2 to the class.

3 **COUNT I**

4 **Breach of Contract**

5 74. Plaintiffs repeat the allegations set forth above as if fully set forth herein

6 75. Plaintiffs contracted with Hertz to join its Gold Plus program, and they
7 joined this program.

8 76. Hertz’s Terms constitute the parties’ Gold Plus program contract. Because
9 Hertz’s Terms are the parties’ contract, Hertz’s Terms control the parties’ relationship
10 with respect to Plaintiffs’ enrollment or membership in Hertz’s Gold Plus program and
11 with respect to Gold Plus program rentals.

12 77. Hertz’s Terms neither explained nor disclosed to Plaintiffs that Hertz would
13 charge them \$30 administrative fees for toll violations incurred on Southern California
14 toll roads during rentals they made with Hertz.

15 78. Rather, Hertz’s Terms stated only that Plaintiffs were required to “reimburse
16 Hertz for all its related collection and other expenses, including an administrative fee
17 related to the cost of collection or to the cost of providing information about [them] to a
18 court or governmental agency in connection with any parking or traffic violations.”
19 (Emphasis added).

20 79. Plaintiffs fully performed and satisfied their obligations under Hertz’s
21 Terms.

22 80. By charging Plaintiffs a \$30 fee that far exceeded the amount necessary to
23 reimburse Hertz for its collection costs and other expenses related to providing
24 information about them to a court or governmental agency in connection with their traffic
25 violation, and because this \$30 fee was not mentioned anywhere in Hertz’s Terms or in
26 any other documentation that Hertz provided to Plaintiffs, Hertz breached its contract—
27

1 that is, Hertz’s Terms—with Plaintiffs.

2 81. Plaintiffs suffered damages as a direct and proximate cause of Hertz’s
3 breach of contract.

4 **COUNT II**

5 **Breach of Implied Covenant of Good Faith and Fair Dealing**

6 82. Plaintiffs repeat the allegations set forth above as if fully set forth herein.

7 83. A valid contract existed between Plaintiffs and Hertz that resulted from
8 Hertz’s reservation-and-rental process and that allowed Hertz to charge them
9 reimbursement for Hertz’s related collection and other expenses, including an
10 administrative fee related to the cost of collection or to the cost of providing information
11 about renters to a court or governmental agency in connection with any parking or traffic
12 violations.

13 84. Plaintiffs fully performed and satisfied their obligations under their
14 contracts.

15 85. Hertz breached its implied covenant of good faith and fair dealing and
16 unfairly interfered with Plaintiffs’ right to receive the benefits of their contracts by
17 charging Plaintiffs \$30 fees that far exceeded the amount necessary to reimburse Hertz
18 for its collection costs and other expenses related to providing information about
19 Plaintiffs to a court or governmental agency in connection with their traffic violations and
20 because Hertz did not mention this \$30 fee anywhere in Hertz’s Terms.

21 86. Hertz’s imposition of fictitious and inflated charges violates the covenant of
22 good faith and fair dealing contained in its contract—that is, Hertz’s Terms—with
23 Plaintiffs.

24 87. Hertz acted in bad faith and breached this covenant by overcharging
25 Plaintiffs and by failing to return overpaid amounts.

26 88. Plaintiffs have suffered damages as a direct and proximate cause of Hertz’s breach
27 of the implied covenant of good faith and fair dealing.

COUNT III

**Unlawful Business Practices Under California Business &
Professions Code § 17200, et seq.**

89. Plaintiffs repeat the allegations set forth above as if fully set forth herein.

90. According to California Business and Professions Code § 17200, *et seq.* (“UCL”), it is illegal to engage in any “unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising,” and to engage in certain acts that are prohibited in the Business and Professions Code.

91. Hertz violated the “unlawful” prong of the UCL by not disclosing (an omission) and by misrepresenting (an affirmative act) the true nature and purpose of its administrative fee associated with toll violations. In particular, Hertz acted unlawfully by failing to disclose that it would charge Plaintiffs a \$30 fee that far exceeded the amount required for reimbursement for all of its related collection costs and other expenses or its costs related to providing information about Plaintiffs to a court or governmental agency in connection with any parking or traffic violations. Hertz also acted unlawfully by failing to include or choosing to exclude this \$30 fee in its Hertz Terms.

92. Hertz falsely represented that this \$30 fee was the amount needed to defray its actual administrative costs relating to the transfer-of-liability process, which is “Hertz’s process for “notif[ying the relevant tollway authority] to replace Hertz’s name with [Plaintiffs’] name[s].” Hertz then collected this \$30 fee by charging Plaintiffs’ credit cards.

93. Plaintiffs justifiably relied on Hertz’s misrepresentations regarding the true nature and purpose of its \$30 administrative fee, which fee was not mentioned anywhere in Hertz’s Terms and which did not constitute Hertz’s actual costs relating to the transfer-of-liability process.

94. Hertz’s illegal and deceptive conduct described above was “unlawful” in that it breached Hertz’s contract with Plaintiffs and it violated the CLRA, Cal. Civ. Code

1 § 1750 *et seq.*

2 95. Hertz’s conduct caused substantial injury to Plaintiffs and Class members.
3 Under California Business and Professions Code § 17203, Plaintiffs seek an order
4 enjoining Hertz from engaging in the unlawful practices and acts identified here.
5 Pursuant to § 17203, Plaintiffs also seek equitable monetary relief to preclude Hertz from
6 retaining the money it improperly obtained as a result of its illegal practices and acts.

7 96. Plaintiffs also seek attorneys’ fees and costs under Cal. Code Civ. Proc.
8 § 1021.5.

9 **COUNT IV**

10 **Unfair Business Practices Under California Business &**
11 **Professions Code § 17200, et seq.**

12 97. Plaintiffs repeat the allegations set forth above as if fully set forth herein.

13 98. Hertz’s acts and practices as described here constitute unfair business acts
14 and practices in violation of the UCL.

15 99. Hertz violated the “unfair” prong of the UCL by not disclosing (an
16 omission) and misrepresenting (an affirmative act) the true nature and purpose of its \$30
17 administrative fee that was not mentioned anywhere in Hertz’s contract. This fee far
18 exceeded the amount necessary to reimburse Hertz for all of its related collection and
19 other expenses and was not related to Hertz’s cost of collection or its cost of providing
20 information about Plaintiffs to a court or governmental agency in connection with any
21 parking or traffic violations.

22 100. Instead, Hertz represented that the \$30 fees it charged Plaintiffs and Class
23 members were its actual administrative costs relating to the transfer-of-liability process,
24 which is Hertz’s process for “notif[ying the relevant tollway authority] to replace Hertz’s
25 name with [Plaintiffs’] name[s],” before collecting its \$30 administrative fee by charging
26 the Plaintiffs’ credit cards.

1 101. Plaintiffs justifiably relied on Hertz’s material misrepresentations and
2 omissions regarding the true nature and purpose of its \$30 administrative fee.

3 102. Hertz’s conduct was immoral, unethical, oppressive, unscrupulous,
4 unconscionable, and substantially injurious to Plaintiffs and Class members because it
5 cost Plaintiffs and Class members money they were not obligated to pay Hertz for the
6 reasons set forth above. Hertz’s practice was also contrary to both, public and
7 legislatively declared policy, and the harm it caused to consumers outweighed its utility.

8 103. Hertz’s conduct caused substantial injury to Plaintiffs and Class members.
9 Under California Business and Professions Code § 17203, Plaintiffs seek an order
10 enjoining Hertz from engaging in the unlawful practices and acts identified here and
11 awarding Plaintiffs equitable monetary relief to preclude Hertz from retaining all monies
12 improperly obtained by it as a result of those practices and acts.

13 104. Plaintiffs also seek attorneys’ fees and costs under Cal. Code Civ. Proc. §
14 1021.5.

15 105. As a direct and proximate result of Hertz’s unfair, unlawful, and fraudulent
16 conduct, Plaintiffs have suffered monetary loss.

17 **COUNT V**

18 **Fraudulent Business Practices Under California Business &**
19 **Professions Code § 17200, et seq.**

20 106. Plaintiffs repeat the allegations set forth above as if fully set forth herein.

21 107. Hertz’s acts and practices as described here constitute fraudulent and
22 deceptive business acts and practices in violation of the UCL.

23 108. Hertz violated the “fraudulent” prong of the UCL by not disclosing (an
24 omission) and misrepresenting (an affirmative act) the true nature and purpose of its \$30
25 administrative fee that was not mentioned anywhere in Hertz’s contract. This fee far
26 exceeded the amount necessary to reimburse Hertz for all of its related collection and
27

1 other expenses and was not related to Hertz’s cost of collection or its cost of providing
2 information about Plaintiffs to a court or governmental agency in connection with any
3 parking or traffic violations.

4 109. Instead, Hertz represented that the \$30 fees it charged Plaintiffs and Class
5 members were its actual administrative costs relating to the transfer-of-liability process,
6 which is Hertz’s process for “notif[ying the relevant tollway authority] to replace Hertz’s
7 name with [Plaintiffs’] name[s],” before collecting its \$30 administrative fee by charging
8 the Plaintiffs’ credit cards.

9 110. Members of the public are likely to, and Plaintiffs did in fact, justifiably rely
10 on Hertz’s material misrepresentations and omissions regarding the true nature and
11 purpose of its \$30 administrative fee.

12 111. Hertz’s unfair and unlawful conduct described above was fraudulent and
13 misleading because by its own terms, it left Plaintiffs with the erroneous impression that
14 the \$30 administrative fee they were charged represented the actual cost associated with
15 Hertz’s “cost of collection or to the cost of providing information about [them] to a court
16 or governmental agency in connection with any parking or traffic violations,” and failed
17 to disclose that this was not the actual cost Hertz incurred. Hertz’s practice of
18 withholding any notice to Plaintiffs that they would in fact be billed for costs relating to
19 toll violations beyond those that Hertz actually incurred, is calculated to deceive the
20 public, did in fact, defraud Plaintiffs, and frustrates public policy.

21 112. Hertz’s conduct caused substantial injury to Plaintiffs and Class members.
22 Under California Business and Professions Code § 17203, Plaintiffs seek an order
23 enjoining Hertz from engaging in the unlawful practices and acts identified here and
24 awarding Plaintiffs equitable monetary relief to preclude Hertz from retaining all monies
25 improperly obtained by it as a result of those practices and acts.

26 113. Plaintiffs also seek attorneys’ fees and costs under Cal. Code Civ. Proc.
27 § 1021.5.

1 114. As a direct and proximate result of Hertz’s unfair, unlawful, and fraudulent
2 conduct, Plaintiffs have suffered monetary loss.

3
4 **COUNT IV**

5 **Conversion**

6 115. Plaintiffs repeat the allegations set forth above as if fully set forth herein.

7 116. Plaintiffs owned, possessed, or had a right to possess a specific property
8 right in, control over and exclusive claim to their credit-card account and the funds in this
9 account.

10 117. Hertz intentionally and substantially interfered with the Plaintiffs’ ownership
11 of these funds by wrongfully taking possession of funds from their credit cards without
12 permission for its own undisclosed and inflated administrative fee, sums that are specific
13 and identifiable, and by preventing Plaintiffs from having access to the credit card funds
14 that Hertz wrongly used to pay its administrative fee.

15 118. Plaintiffs did not consent to Hertz taking possession of these funds for that
16 purpose.

17 119. Plaintiffs were harmed by their loss of these funds, and Hertz’s conduct was
18 a substantial factor in causing this harm.

19
20 **PRAYER FOR RELIEF**

21 On behalf of themselves and the Class, Plaintiffs request the following relief:

- 22 a. An order declaring that this action is properly maintainable as a
- 23 class action, certifying Plaintiffs as class representatives, and
- 24 designating Plaintiffs’ counsel as lead counsel for the Class;
- 25 b. An order awarding damages to Plaintiffs and Class members for
- 26 Hertz’s breach of contract;
- 27 c. An order awarding damages to Plaintiffs and Class members for

- 1 Hertz’s breach of the duty of good faith and fair dealing;
- 2 d. An order awarding Plaintiffs and Class members compensatory
- 3 damages, treble damages, attorneys’ fees, and costs of suit for
- 4 Hertz’s consumer fraud;
- 5 e. An order enjoining Hertz from continuing to charge customers
- 6 administrative fees for its transfer-of-liability process unless
- 7 Hertz properly discloses these charges;
- 8 f. An order awarding damages to Plaintiffs and Class members for
- 9 Hertz’s wrongful conversion;
- 10 g. An order awarding Plaintiffs pre- and post-judgment interest;
- 11 h. An order awarding the costs of suit; and
- 12 i. An order providing such other and further relief as this Court
- 13 may deem just and proper.

JURY TRIAL DEMAND

14 Plaintiffs demand trial by jury of all triable issues.

15
16
17
18
19 Dated: May 25, 2017

Respectfully submitted,

20 s/Robert J. Gralewski, Jr.

21 Robert J. Gralewski, Jr. (CSB #196410)

22 Fatima G. Brizuela

KIRBY McINERNEY LLP

23 600 B Street, Suite 1900

24 San Diego, CA 92101

25 Tel: (619) 398-4340

bgralewski@kmlp.com

fbrizuela@kmlp.com

26
27 *Attorneys for Plaintiffs and the Class*

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

Moses Oliva, David Claassen, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Essex County, NJ (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Robert J. Gralowski, Jr. (196410) Kirby McInerney LLP 600 B Street, Suite 1900, San Diego, CA 92101 Tel. (619) 398-4340 Email: bgralowski@kmlp.com

DEFENDANTS

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

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

Attorneys (If Known)

'17CV1083 BAS 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: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, 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, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Unlawful Business Practices Under California Business and Professions Code Section 17200, et seq. Brief description of cause:

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 05/25/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Robert J. Gralowski, Jr.

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Gold Plus Program Members Hit Hertz with Another Suit Over Admin. Fees](#)
