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Attorneys for Plaintiff Mitchell Rait,  
On behalf of himself and the putative class

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

MITCHELL RAIT, on Behalf of Himself and  
All Others Similarly Situated,

Plaintiffs,

vs.

ENTERPRISE HOLDINGS INC., d/b/a  
ENTERPRISE RENT-A-CAR and HIGHWAY  
TOLL ADMINISTRATION, LLC,

Defendants.

Civil Action

**CLASS ACTION COMPLAINT AND  
JURY DEMAND**

Case No:

Plaintiff Mitchell Rait, of Livingston, New Jersey, on behalf of himself and the putative class, by and through his undersigned attorneys, by way of Complaint, states and alleges matters pertaining to himself and his own acts, upon personal knowledge, and as to all other matters, upon information and belief, based upon the investigation undertaken by his counsel, as follows:

**NATURE OF THE ACTION**

1. Plaintiff Mitchell Rait (“Rait” or “Plaintiff”) brings this action for damages relating to the improper assessment of charges and fees arising from the use of Enterprise rental vehicles on toll roads.

2. Specifically, Plaintiff alleges that Enterprise charges rental drivers for tolls and administrative fees, even though rental drivers have paid said tolls through the use of their personal EZPass transponders.

3. In Plaintiff's case, for example, Plaintiff paid a toll using his personal EZPass transponder while operating an Enterprise rental vehicle, but was later charged by Defendants \$14.00 for the same toll, plus a \$13.00 administrative fee.

4. Enterprise and Highway Toll Administration LLC are well aware of this practice and reap substantial profits by charging Enterprise customers in this manner.

5. Defendants' practice of knowingly "double billing" drivers for already-paid tolls, and then adding an administrative fee to the process, constitutes, among other things, an unconscionable commercial practice in violation of the New Jersey Consumer Fraud Act, and results in the unjust enrichment of Defendants.

### **PARTIES**

6. Plaintiff Mitchell Rait is a natural person and a citizen of the State of New Jersey residing at 23 Mohawk Drive, Livingston, New Jersey 07039. Plaintiff is a consumer and is a person within the meaning of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1(d) *et seq.*

7. Defendant Enterprise Holdings, Inc. d/b/a Enterprise Rent-a-Car ("Enterprise") is a foreign for-profit corporation, with a principal place of business located at 600 Corporate Park Drive, St. Louis, Missouri 63105. Enterprise is in the business of, among other things, renting vehicles to consumers for short and medium term use.

8. Defendant Highway Toll Administration, LLC ("HTALLC") is a Limited Liability Company, with a principal place of business located at 66 Powerhouse Road, Suite 301, Roslyn Heights, New York 11577. HTALLC is in the business of providing automated tolling

services to the rental car industry and in facilitating the collection of tolls and fees on behalf of that industry.

### **JURISDICTION AND VENUE**

9. This action is brought as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

10. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to 28 U.S.C. § 2201, and pursuant to 28 U.S.C. § 1332(d)(2)(A), as the amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interests and costs, and is a class action in which some members of the class of plaintiffs are citizens of states different from at least one Defendant. Upon information and belief, there are more than 100 Class members.

11. This Court has jurisdiction over Enterprise because it maintains corporate places of business in this District and does substantial business in this District. Enterprise maintains car rental offices at approximately 132 locations in New Jersey.

12. This Court has jurisdiction over HTALLC because it does substantial business in this District and reaps substantial profits from conducting business within this District. HTALLC processes electronic toll collection transactions on approximately nine major toll roads in the State of New Jersey.

13. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a)(1) & (2), as acts and/or omissions giving rise to Plaintiffs' claims occurred in this District; Defendants maintain and oversee agents or representatives in this District; and Defendants have conducted business activities on an ongoing basis in this District at all times material hereto.

### **FACTUAL ALLEGATIONS**

14. On or about August 3, 2015, Plaintiff rented a vehicle from Defendant Enterprise

at its East Hanover, New Jersey location. The contract for the rental car bears Rental Agreement Number 1X3M1Z.

15. In order to secure the rental, Plaintiff Rait provided Enterprise with his personal credit card.

16. Enterprise offers an optional “TollPass device” for a \$3.95 daily fee. If activated, the TollPass device allows drivers to use express toll lanes during their rental period and charges any tolls, as well as the daily fee, to the driver’s credit card.

17. Alternatively, E-ZPass’s “Rental Car FAQ’s” advise that “you can use your E-ZPass tag in any vehicle with two axles, a maximum gross weight of 7,000 pounds, and single rear tires (includes RV’s with dual rear tires).”

18. Plaintiff did not purchase Enterprise’s TollPass Program.

19. Instead, Plaintiff removed his E-ZPass tag from his personal vehicle and placed it in the Enterprise rental car.

20. On August 16, 2015 at 12:56 p.m., Plaintiff drove the rental car through the Holland Tunnel and paid the toll using his personal E-ZPass. The display screen at the toll read “E-ZPass Paid.”

21. A toll in the amount of \$11.75 was charged to Plaintiff’s E-ZPass account for this trip. Plaintiff’s E-ZPass statement confirms that the toll was paid as described, and was debited from Plaintiff’s account.

22. On August 19, 2015, Plaintiff returned the rental car to Enterprise.

23. However, by letter dated August 28, 2015, Plaintiff was advised by Enterprise that the rental car used by Plaintiff passed through the Holland Tunnel toll on August 16, 2015 without paying the toll.

24. The letter further stated that due to the failure to pay the toll, Enterprise was immediately charging the credit card that Plaintiff placed on file the toll amount of \$14.00. In addition, Enterprise assessed a \$13.00 administrative fee, purportedly pursuant to the terms of the Rental Agreement.

25. Plaintiff immediately contacted Enterprise to demand that the charges be reversed. He advised that the toll had already been paid and on September 4, 2015, faxed proof of payment to Enterprise. Enterprise advised that this “happens all the time.”

26. Despite Plaintiff’s proof of payment of the toll, Defendants have refused to reverse the charges and to refund the \$14.00 toll charge or the \$13.00 administrative fee.

27. To date, Defendants have failed to reverse or refund those charges. Thus, Plaintiff has suffered concrete damages in the amount of \$27.00.

### **CLASS ACTION ALLEGATIONS**

28. Plaintiff brings this action on behalf of himself and all other persons similarly situated, pursuant to Rules 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the following class:

All natural persons and business entities who rented vehicles from any rental location owned or operated by Enterprise or its licensees and who were assessed toll charges and related administrative fees in connection tolls that were otherwise paid using an E-ZPass device. Excluded from the Class are: (a) Defendants, any entity in which Defendants have a controlling interest, and its legal representatives, officers, directors, employees, assigns, and successors; (b) the judge to whom this case is assigned and any member of the judge’s immediate family; and (c) individuals with claims for personal injury, wrongful death and/or emotional distress.

29. **Numerosity**: The members of the Class are so numerous and geographically diverse that joinder of them all is impracticable. Plaintiff believes that the Class encompasses many hundreds and perhaps thousands of individuals whose identities can be readily ascertained from Defendants' records. Class Members can be notified of this class action via publication and U.S. mail, e-mail, social media forums, and at addresses which Defendants have in their business records or records in their possession, custody or control. The exact size of the Class can be ascertained through appropriate discovery and class notice, but due to the nature of the trade and commerce involved in Defendants' extensive rental car program, Plaintiff believes that the proposed Class for whose benefit this action is brought is so numerous that joinder of all members is impracticable.

30. **Commonality and Predominance**: There are common questions of law and fact that predominate over any questions affecting only individual members of the Class. These common legal and factual questions, include, but are not limited to, the following:

- (a) Whether Defendants violated the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1 *et seq.*;
- (b) Whether Defendants' conduct is a breach of contract concerning the payment of any tolls incurred;
- (c) Whether Defendants have been unjustly enriched;
- (d) Whether, as a result of Defendants' actions, Plaintiff and the other members of the Class have suffered ascertainable losses and whether Plaintiff and the other members of the Class are entitled to monetary damages and/or other remedies, and if so the nature of the relief;
- (e) Whether Defendants' acts entitle Plaintiff and the other members of the Class to treble damages, attorneys' fees, prejudgment interest and costs of suit; and
- (f) Whether Plaintiff and the Class members are entitled to equitable relief, including but not limited to injunctive relief.

31. **Typicality**: The claims of the individual named Plaintiff are typical of the claims of the Class in that Plaintiff alleges a common course of conduct by Defendants toward members of the Class. Without consent or authorization, Plaintiff have been improperly charged tolls and administrative fees. Plaintiff and the other members of the Class seek identical remedies under identical legal theories, and Plaintiff's claims do not conflict with the interests of any other members of the Class in that the Plaintiff and the other members of the Class were subject to the same conduct and suffered the same harm.

32. **Adequacy**: The individual named Plaintiff will fairly and adequately represent the interests of the Class. Plaintiff's claims are coextensive with, and not antagonistic to, the claims of the other members of the Class. Plaintiff is committed to the vigorous prosecution of the Class' claims and has retained attorneys who are highly qualified to pursue this litigation and have experience in class actions, including consumer protection actions.

33. **Superiority**: Certification under Rule 23(b)(3) will also be appropriate because a class action is superior to other available methods for the fair and efficient adjudication of this controversy given the relatively small amount of fees imposed on consumers, the complexity of the issues involved in this litigation, the enormity of Defendants' business, and the significant costs of litigation, and absent a class action, it is very likely prosecution of the claims set forth herein would not occur. Furthermore, since joinder of all members is impracticable, a class action will allow for an orderly and expeditious administration of the claims of the Class and will foster economies of time, effort and expense.

34. **Rule 23(b)(2)**: As an alternative to or in addition to certification of the Class under Rule 23(b)(3), class certification will be warranted under Rule 23(b)(2) because Plaintiff seeks injunctive relief on behalf of Class Members on grounds generally applicable to the entire

Class in order to enjoin and prevent Defendants' ongoing imposition and collection of unauthorized and wrongful fees, and to order Defendants to provide notice that the fees they paid were unlawfully collected and of their potential right to reimbursement of the fees from Defendants.

35. Because Plaintiff seeks injunctive relief for Class Members, the prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudications with respect to individual Class Members which would establish incompatible standards of conduct for Defendants. Further, adjudications with respect to individual Class Members would, as a practical matter, be dispositive of the interests of other Class Members who are not parties to the adjudication and may impair and impede their ability to protect their interests.

36. Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

37. Plaintiff does not anticipate any difficulty in the management of this litigation.

**COUNT ONE**  
**(Violation of the New Jersey Consumer Fraud Act,**  
**N.J.S.A. 56:8-1 et seq. (the "CFA"))**

38. Plaintiff repeats and realleges all prior allegations as if set forth at length herein.

39. Plaintiff is a "person" and a "consumer" pursuant to N.J.S.A. § 56:8-1(d), as he and all members of the class are natural persons as defined therein.

40. Defendants are "persons" pursuant to N.J.S.A. § 56:8-1(d), as they are business entities, corporations or company as defined therein.



41. Defendants engage in the sale of merchandise pursuant to N.J.S.A. § 56:8-1(e), in that they sell, rent and distribute vehicles to consumers.

42. Defendants have engaged in deceptive, unconscionable, unfair, fraudulent and/or misleading commercial practices in the rental of vehicles and in the subsequent performance associated with such rentals in violation the N.J.S.A § 56:8-2.

43. Specifically, Defendants' charging and collecting of (a) tolls that have already been paid by drivers and (b) administrative fees for the service of collecting those already-paid tolls, constitutes an unfair and unconscionable commercial practice.

44. In the case of Plaintiff, as set forth above, Defendants' act on or around September 3, 2015 of charging \$14.00 dollars for a toll that Plaintiff had already paid, and then assessing an administrative fee of \$13.00 for wrongfully collecting the already-paid toll, constitutes an unfair and unconscionable commercial practice.

45. Defendants willfully collected the toll and the administrative fee despite having actual knowledge that the toll had already been paid, thus compounding and perpetuating the unconscionability of their practice.

46. Moreover, despite demand, Defendants have refused, and continue to refuse, to refund the wrongful toll charge and the wrongful administrative fee, thus further compounding and perpetuating the unconscionability of their practice.

47. Defendants' unfair and unconscionable acts and practices occurred repeatedly in their trade or business and were capable of deceiving a substantial portion of the vehicle renting public.

48. As a direct and proximate result of Defendants' violations of the CFA as set forth in the preceding paragraphs, Plaintiff suffered a concrete and ascertainable loss in the amount of \$27.00.

49. But for Defendants' unconscionable act of charging Plaintiff for an already-paid toll and wrongfully assessing an administrative fee, Plaintiff would not have suffered any damage. Said another way, Plaintiff's damages are the direct and proximate result of Defendants' violation of the CFA, in that his loss flowed directly from Defendants' acts.

**COUNT TWO**  
**(Breach of Contract)**

50. Plaintiff repeats and realleges all prior allegations as if set forth at length herein.

51. With respect to the payment of tolls during his rental period, Plaintiff did not elect to purchase Enterprise's optional Toll Pass Program, instead agreeing to "pay for the toll" himself, as was offered by Enterprise.

52. This agreement is memorialized in writing within Enterprise's "Customer Help / Answers" where, if a driver does not select the optional Toll Pass Program, he is told he must pay for any tolls himself.

53. Plaintiff accepted the option of paying for his own tolls during his rental period, thus forming a specific contract concerning the payment of any tolls incurred and declining other, more costly options.

54. Despite the existence of a binding contract concerning the payment of tolls, Enterprise charged tolls and administrative fees to Plaintiff, thereby breaching the contract.

55. Plaintiff performed all of his obligations under the contract, including paying for his own tolls during his rental period.

56. Plaintiff suffered damages in the amount of \$27.00 as a result of Defendants' breach.

**COUNT THREE**  
**(Unjust Enrichment)**

57. Plaintiff repeats and realleges all paragraphs above as if fully set forth at length herein.

58. This Count is plead in the alternative to Plaintiff's claim for breach of contract as alleged in Count Two.

59. As a result of the unlawful and unconscionable practices of Defendants as described herein, the Defendants have obtained and retained significant monies to which they have no lawful claim, and have accordingly been unjustly enriched.

60. Specifically, Defendants obtained monies by charging Plaintiff for an already-paid toll and for an unwarranted administrative fee. Those monies represent an unearned benefit to the Defendants. Defendants retained monies without providing anything in return to Plaintiff. Accordingly, Defendants have been unjustly enriched.

61. In Plaintiff's case, Defendants were unjustly enriched in the amount of \$27.00.

62. Defendants' collection and retention of the duplicated toll charges and administrative fees violates the fundamental principles of justice, equity and good conscience and unjustly enriches Defendants.

63. Plaintiff seeks disgorgement of all unjustly retained profits which were obtained through Defendants' unfair, unlawful, misleading and deceptive means described above.

**COUNT FOUR**  
**(Injunctive Relief)**

64. Plaintiff repeats and realleges all prior allegations as if set forth at length herein.

65. The Enterprise toll agreement and the CFA create contractual or statutory duties which Defendants owe to Plaintiff and the Class Members, and they create legal rights inuring to Plaintiffs and the Class Members.

66. The CFA imposes on Defendants a duty not to engage in deceptive, unconscionable commercial practices. As set forth above, Defendants have violated that duty, injured Plaintiffs and the other members of the Class thereby, and violated one or more of their cognizable legal rights.

67. Defendants continue to collect duplicate toll payments and to impose unwarranted administrative fees in the manner described above. Defendants continue to retain the ill-gotten monies that are due and owing to Plaintiff and to the other members of the Class.

68. Defendants' acts and conduct have caused Plaintiff and the other members of the Class to be aggrieved, and unless enjoined by the Court, Defendants will continue to cause harm and damages to Plaintiff, other members of the Class, and future Enterprise customers.

69. Plaintiff and the other members of the Class do not have a fully adequate remedy at law by virtue of Defendants' ongoing course of conduct.

70. Irreparable injury will be suffered unless an injunction issues to prevent Defendants from continuing their improper actions, including imposing their unlawful charges.

71. Any potential injury to Defendants attributable to an injunction is outweighed by the injury that Plaintiff and the other members of the Class and the public will suffer if such injunction is not issued, and such injunction would not be adverse to the public interest.

**WHEREFORE**, Plaintiff, on behalf of himself and all others similarly situated, demands judgment against the Defendants, as follows:

(A) Certifying a Class, as defined herein, pursuant to Fed. Civ. P. Rule 23(b)(2) and (3), and naming Plaintiff as class representative and his undersigned counsel of record as Class Counsel;

(B) On behalf of the Class, ordering injunctive relief prohibiting Defendants from future violations of the CFA and enjoining Defendants from continuing to collect duplicate toll charges and unwarranted administrative fees;

(C) Ordering disgorgement and restitution to Plaintiff and the Class Members of all monies received or collected from Plaintiff and the Class Members for duplicate toll fees and the associated administrative fees assessed;

(D) Awarding actual, consequential, statutory, and treble damages, jointly and severally, as to Defendants;

(E) Awarding all damages allowed by common law, statute, and otherwise;

(F) Awarding reasonable costs and attorneys' fees;

(G) Awarding applicable pre-judgment and post-judgment interest;

(H) Awarding all such other and further relief as Plaintiff and the Class may be entitled or as the Court deems equitable and just.

**NOTICE TO ATTORNEY GENERAL OF ACTION**

A copy of this Complaint will be mailed to the Attorney General of the State of New Jersey within 10 days after the filing with the Court, pursuant to N.J.S.A. § 56:8-20.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

**CERTIFICATION PURSUANT TO RULE 11.2**

Pursuant to Rule 11.2, I hereby certify, to the best of my knowledge, that the matter in controversy is not the subject of any other action pending in any court or the subject of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated.

Dated: November 1, 2016

/s/ Lisa R. Bouckenooghe  
Lisa R. Bouckenooghe, Esq.  
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*Attorneys for Plaintiff Mitchell Rait  
On behalf of himself and the putative class*

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**  
 Mitchell Rait, on behalf of himself and all other similarly situated,

**(b)** County of Residence of First Listed Plaintiff ESSEX  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorneys (Firm Name, Address, Email and Telephone Number)  
 Lisa R. Bouckenoghe, Esq. / David J. DiSabato, Esq. (973-813-2525)  
 DiSabato & Bouckenoghe LLC, 4 Hilltop Road, Mendham, NJ 07945  
 lbouckenoghe@disabatolaw.com / ddisabato@disabatolaw.com

**DEFENDANTS**  
 Enterprise Holdings, Inc., d/b/a/ Enterprise Rent-a-Car and Highway Toll Administration, LLC

County of Residence of First Listed Defendant FOREIGN  
 (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

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

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment and Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act (Excludes Veterans) <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**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 USC 1332(d)

Brief description of cause:  
 Violation of New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, and common law claims relating to toll charges

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ \$5,000,000    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY** (See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: November 1, 2016    SIGNATURE OF ATTORNEY OF RECORD: /s/ Lisa R. Bouckenoghe

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Enterprise Rent-A-Car Facing Class Action Over Double-Billing Toll Fees](#)

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