

IN THE CIRCUIT COURT OF  
THE SECOND JUDICIAL  
CIRCUIT IN AND FOR LEON  
COUNTY, FLORIDA.

In re: Investigative Subpoena Duces Tecum  
issued by the Florida Attorney General,  
Department of Legal Affairs, Consumer  
Protection Division, to AvisBudget Group, Inc.  
and Payless Car Rental System, Inc.

CASE NO. 2017 CA 000122

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**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Settlement Agreement”) is entered into by and between the Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”), on one hand, and Avis Budget Car Rental System, LLC, and Payless Car Rental, Inc., (collectively “ABCR”),<sup>1</sup> on the other, and is effective as of the date of the last signature on the Settlement Agreement.

**RECITALS**

1. Whereas, ABCR, through its subsidiary entities, is engaged in the car rental business throughout the State of Florida;
2. Whereas, there are toll roads, including many that are cashless, established and operated by the State of Florida or various political subdivisions of the State. On cashless toll roads, drivers are unable to pay for tolls with cash and are billed

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<sup>1</sup> Avis Budget Car Rental System, LLC, and Payless Car Rental, Inc., are subsidiaries of AvisBudget Group, Inc., the petitioner in this action. The terms of this Settlement Agreement do not apply to: (a) Budget Truck rentals; (b) Zipcar rentals; or (c) rentals made by independently owned and operated Avis, Budget, or Payless licensees.

for use of the toll road by either a transponder system or a plate recognition system;

3. Whereas, all major car rental companies operating in Florida charge for use of an electronic toll payment service. ABCR does so through its own toll service known as e-Toll. Consumers have the option of using the e-Toll program and paying a daily fee for use of the program, in addition to the costs of the tolls incurred;

4. Whereas, if a consumer in an ABCR rental vehicle goes through a cashless toll or drives through an electronic only toll lane at a toll station and does not use his or her own transponder, the consumer is automatically enrolled in e-Toll. Currently, ABCR assesses the consumer a service fee for each day of the rental including any days on which e-Toll is not used, up to a maximum amount per rental month, plus incurred tolls at the maximum prevailing rate posted by the toll authority;

5. Whereas, the Attorney General has received complaints from consumers regarding the following scenarios:

a. Consumers alleged ABCR charged consumers a daily service fee for use of a toll service to pay for tolls on cashless toll roads without disclosing the existence of the service fee;

b. Consumers alleged ABCR charged consumers for Ancillary Products, as defined below, when consumers claimed they specifically declined the Ancillary Products; and

c. Consumers alleged ABCR charged consumers the cost of upgrading a vehicle to a higher class level without adequately disclosing the cost of the upgrade;

6. Whereas, at all times relevant to this Settlement Agreement, ABCR has provided disclosures of various types regarding the costs associated with use of its e-Toll program, which have included at various points in time disclosures in vehicles, online, and in rental documents;

7. Whereas, ABCR denies that it has engaged in any deceptive or unfair trade practice, and specifically denies that its current and former practices for enrolling, billing or representing its services are in any way deceptive, unfair, or violative of Florida law; and

8. Whereas, the Attorney General acknowledges that ABCR has acted in good faith and fully cooperated with the Attorney General during the course of this investigation.

NOW, THEREFORE, in consideration of the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, and intending to be legally bound, ABCR and the Attorney General agree as follows:

**DEFINITIONS**

9. "Clear and Conspicuous" or "Clearly and Conspicuously" means readily noticeable and readily understandable. When evaluating whether a statement is clear and conspicuous, the following factors shall be considered:

- a. Whether the statement is sufficiently prominent as to be readily noticeable and readily understandable.
- b. Whether the statement is expressed on its own instead of in the midst of other information.
- c. Whether the statement is expressed in plain and simple language.
- d. Whether the statement is in close proximity to any statement(s) that it purports to clarify, or to which it is logically related.
- e. Whether the statement is consistent with other statement(s) and is not confusing.
- f. Whether the statement is presented without distractions that compete for the attention of the consumer.
- g. Whether the statement is presented so as to omit any inconsistent information.
- h. Whether the statement is easily read by the consumer.

- i. Whether the statement is presented prior to the consumer incurring any financial obligation.

10. “Ancillary Products” shall mean any items that are offered to consumers for additional daily charge including but not limited to such products as Loss Damage Waiver, Partial Damage Waiver, insurance products, satellite radio, GPS devices, and car seats.

11. “Express Consent” means an affirmative act that is clear and unambiguous evidence of a person’s intent. Where this term is used in this Settlement Agreement, for rentals made through a master rental agreement or a corporate or business account, Express Consent is provided through the terms and conditions set forth in the applicable master rental agreement or corporate or business account and need not be provided by any other means or mechanisms set forth herein.

12. “Matters Investigated” shall mean those matters set forth in paragraph 5 of this Settlement Agreement.

13. “Major Commercial Airports” shall mean those commercial and international airports in Florida listed below, provided and so long as ABCR maintains or opens a car rental facility at the airport: Daytona Beach International Airport at Daytona Beach (DAB); Fort Lauderdale-Hollywood International Airport at Fort Lauderdale (FLL); Southwest Florida International Airport at Fort Myers (RSW); St. Lucie County International Airport at Fort Pierce (FPR);

Gainesville Regional Airport at Gainesville (GNV); Jacksonville International Airport at Jacksonville (JAX); Key West International Airport at Key West (EYW); Melbourne International Airport at Melbourne (MLB); Miami International Airport at Miami (MIA); Ocala International Airport (Jim Taylor Field) at Ocala (OCF); Orlando International Airport at Orlando (MCO); Orlando Sanford International Airport at Orlando (SFB); Northwest Florida Beaches International Airport at Panama City Beach (ECP); Pensacola Gulf Coast Regional Airport at Pensacola (PNS); Charlotte County Airport at Punta Gorda (PGD); Sarasota-Bradenton International Airport at Sarasota / Bradenton (SRQ); Northeast Florida Regional Airport at St. Augustine (GGJ); St. Petersburg-Clearwater International Airport at St. Petersburg (PIE); Tallahassee Regional Airport at Tallahassee (TLH); Tampa International Airport at Tampa (TPA); Northwest Florida Regional Airport at Valparaiso (VPS), Palm Beach International Airport at West Palm Beach (PBI), and any other public, commercial airports that may come into existence in Florida that serve international or commercial flights where ABCR maintains or opens a car rental facility.

14. “Online Reservation Path” shall mean the steps which a consumer goes through to reserve an ABCR vehicle on an ABCR proprietary website. The reservation path includes each separate webpage that a consumer sees throughout

the reservation process up to and including the final page confirming the details of the reservation.

15. “Represent” (including “representing”) shall mean stating orally, in writing, or by any electronic means, expressly or by implication, by affirmative statements or material omissions.

### **Conduct Relief**

16. In regards to the Matters Investigated, ABCR shall engage in the following conduct:

#### **e- Toll**

17. ABCR’s websites shall Clearly and Conspicuously disclose information about the existence of toll roads, including cashless toll roads, in Florida and all fees and costs of ABCR’s e-Toll program including the daily service fees charged for use of ABCR’s e-Toll program. ABCR shall also Clearly and Conspicuously disclose that the service fees charged for e-Toll are charged by ABCR or its service provider and not the State of Florida. ABCR currently provides e-Toll disclosures on its websites at the following locations; however, ABCR is not required to continue making its website e-Toll disclosures in the same format and with the same content as it currently does as long as the disclosures are Clear and Conspicuous:

- a. [https://www.avis.com/car-rental/content/display.ac?contentId=etoll-service-US\\_en-001366](https://www.avis.com/car-rental/content/display.ac?contentId=etoll-service-US_en-001366).
- b. [www.budget.com/budgetWeb/html/en/smartservices/etollfaq.html](http://www.budget.com/budgetWeb/html/en/smartservices/etollfaq.html).
- c. <https://www.paylesscar.com/etoll>.

18. The Online Reservation Path on ABCR's website shall Clearly and Conspicuously disclose the cost and terms and conditions of ABCR's e-Toll program. ABCR currently provides a disclosure on its Online Reservation Path; however, ABCR is not required to continue making its Online Reservation Path e-Toll disclosure in the same format and with the same content as it currently does as long as the disclosures are Clear and Conspicuous.

19. When the customer provides an email address or cell phone number for reservations made on ABCR's website, ABCR shall continue to send the consumer an electronic communication confirming the details of the reservation within a commercially reasonable time, typically within 24 hours of making the reservation, where such communication is permitted by law. The confirming electronic communication shall Clearly and Conspicuously disclose to consumers: (1) that Florida has cashless tolls; (2) that consumers will pay for the cashless tolls with ABCR's e-Toll program once they pass through a toll and they will then be



charged a daily e-Toll fee by ABCR for each day of the rental period, including days on which the service is not used (if ABCR continues to charge a daily service fee for each day of the rental period); (3) the amount of the service fee; and (4) how they can avoid the charge for the e-Toll service by using their own transponder or avoiding cashless tolls and paying all tolls in cash. ABCR currently provides disclosures regarding e-Toll in a confirming email; however, ABCR is not required to continue making its electronic confirmation e-Toll disclosures in the same format and with the same content as it currently does as long as the disclosures are Clear and Conspicuous.

20. For reservations made on ABCR's Online Reservation Path, at least 24 hours (and no more than 72 hours) before a consumer's reservation for a Florida rental car is to begin, ABCR will send the consumer an electronic communication reminding the consumer of the details of the reservation, where such communication is permitted by law. This electronic communication shall Clearly and Conspicuously disclose to the consumer: (1) that Florida has cashless tolls; (2) that consumers will pay for the cashless tolls with ABCR's e-Toll program once they pass through a toll and they will then be charged a daily e-Toll fee by ABCR for each day of the rental period, including days on which the service is not used (if ABCR continues to charge a daily service fee for each day of the rental period); (3) the amount of the service fee; and (4) how they can avoid the charge for the e-Toll

service by using their own transponder or avoiding cashless tolls and paying all tolls in cash.

21. For reservations made through a third party (such as an online travel reservation site such as Expedia or Priceline), ABCR does and shall, for a period of four (4) years from the effective date of this Settlement Agreement, continue to provide the third party with detailed e-Toll disclosure language and encourage the third party to send the consumer an electronic communication informing the consumer about the existence of cashless toll roads in Florida and the costs associated with using ABCR e-Toll program.

22. At all Major Commercial Airport rental car locations in Florida, ABCR shall, for a period of four (4) years from the effective date of this Settlement Agreement, inform consumers about the cost of ABCR's e-Toll program by:

- a. use of signage, Clearly and Conspicuously placed at the rental counter. Such signage shall be visible to consumers and shall be no smaller than 8 ½ by 11 inches. The signs shall (a) disclose the service fees charged for use of the e-Toll service; (b) advise consumers where they can find more information on e-Toll; (c) advise consumers how they can avoid the charge for the e-Toll service by using their own transponder or avoiding cashless tolls and paying all tolls in

cash; (d) advise consumers how and when they will be billed for the e-Toll service; and (e) not include any advertisements or information about other ABCR products. The obligation to post signs at Major Commercial Airports shall not apply where such signs are not permitted by the applicable airport authority and ABCR is not advertising any of its other products through signage.

- b. Providing information in the rental vehicles (either through placing a flyer on the front driver's seat or through another Clear and Conspicuous method), disclosing to consumers: (a) the service fees charged for use of the e-Toll service; (b) where consumers can go to find more information on e-Toll; (c) that they can avoid the charge for the e-Toll service by using their own transponder or avoiding cashless tolls and paying all tolls in cash; and (d) how and when they will be billed for the e-Toll service.

23. For a period of four (4) years from the effective date of this Settlement Agreement, sales representatives at the rental counter at the Major Commercial Airports shall be prepared to: (a) accurately respond to questions from consumers regarding the existence of cashless toll roads in Florida and where they can get

detailed information listing cashless toll roads in Florida; (b) accurately respond to questions from consumers regarding the service fees and costs ABCR assesses for use of the e-Toll program; and (c) provide consumers with information advising consumers they can avoid the cost of e-Toll by using their own electronic device or by avoiding cashless tolls and paying all tolls in cash.

24. For a period of four (4) years from the effective date of this Settlement Agreement, ABCR shall make available to consumers at Major Commercial Airports information explaining how ABCR's e-Toll program works and the service fees ABCR charges for the e-Toll program, and that consumers can avoid the charge for e-Toll by using their own transponder or avoiding cashless tolls and paying all tolls in cash .

25. As part of the check-out process at the rental counter at Major Commercial Airports that utilizes a signature capture machine, ABCR does and shall continue to advise consumers with such machines how they can get important information about cashless toll roads and e-Toll services.

26. The terms and conditions of ABCR's e-Toll program and fees for using the e-Toll program while in an ABCR rental car are now and shall continue to be disclosed in the rental jacket that contains all of the terms and conditions of the rental car agreement.

#### **Ancillary Products**

27. ABCR shall not require any consumer who rents a vehicle to purchase any of ABCR's Ancillary Products unless such purchase is required by federal, state, or local law, or ABCR Clearly and Conspicuously discloses the requirement to purchase the Ancillary Product to the consumer at the time the reservation is made.

28. ABCR shall not represent to consumers who rent a vehicle that Florida law or the laws of the United States require consumers to purchase ABCR's Ancillary Products as a condition of renting a car with ABCR unless that is a true statement.

29. ABCR may, at any time, ask any consumer renting a vehicle for proof of insurance. Generally speaking, at this time ABCR only requires proof of insurance in a limited number of circumstances, including rentals where the consumer's insurance company is paying for the rental. However, if ABCR decides to implement a general policy of requiring all consumers to provide proof of insurance as a condition of renting a vehicle, ABCR shall notify the consumers of this requirement at the time the rental reservation is made. One acceptable form of such notification would be through an electronic communication confirming the details of the reservation sent to the consumer within a commercially reasonable time, typically within 24 hours, of the customer making the reservation. ABCR shall, prior to implementing such a general policy, provide the Attorney General with a form of the proposed notice advising consumers of the requirement to provide proof of insurance. Notwithstanding the foregoing, if a vehicle reservation

is made through an insurance company or agency, ABCR may require proof of insurance at any time, and the advance notice requirement described above would not apply to such transactions.

30. ABCR shall not charge a consumer for Ancillary Products without obtaining the consumer's Express Consent to be charged for each Ancillary product added and disclosing the cost for each.

31. ABCR sales representatives shall obtain a consumer's Express Consent in connection with the sale of Ancillary Products on the rental contract. Such Express Consent may be evidenced by, among other means, having the consumer place his or her initial for the acceptance of the Ancillary Product purchased by the consumer on a written copy of the rental agreement, or by separately affirming the purchase of the Ancillary Product and its cost on a signature capture machine or other similar device. For rentals covered by a master rental agreement or corporate or business account the Express Consent for purchase of any such product is obtained through such master rental agreement or corporate or business account and need not be accomplished in the manner described above.

32. ABCR does and shall continue to conduct specific training for its employees regarding these procedures as set forth in paragraph 40 herein.

33. ABCR does and shall continue to monitor its employees to ensure they are complying with the terms of this Settlement Agreement. ABCR shall discipline its employees for any failure to comply with the terms of this Settlement Agreement.

#### **Upgrades**

34. When a consumer chooses to upgrade to a higher priced class of vehicles, ABCR shall Clearly and Conspicuously disclose to the consumer at the rental counter: (a) the fact that the upgrade is an additional daily charge; and (b) the amount of the additional daily charge for the upgrade.

35. ABCR shall not upgrade a consumer's car class without the consumer's Express Consent. Such Express Consent may be evidenced by, among other means, having consumers place their initial beside the additional daily charge associated with the vehicle upgrade as stated on a written copy of the rental agreement, or by affirming their vehicle upgrade on a signature capture machine or other similar device which clearly and conspicuously displays the additional daily charge associated with the vehicle upgrade.

36. If the car class the consumer has reserved is not available when the consumer arrives at the rental counter, ABCR shall provide the consumer with a rental vehicle of the same or higher car class at no additional charge. If only a lower car class is available, then ABCR shall reduce the consumer's rental fees accordingly. Except as described in paragraph 37, a consumer shall not be charged

for a higher car class when ABCR did not have the reserved car class available for the consumer.

37. Notwithstanding the foregoing, ABCR may, consistent with the requirements in this Settlement Agreement, offer a further vehicle upgrade to the consumer, and if the consumer agrees to the further upgrade, ABCR may charge the consumer for the rental cost of the vehicle selected.

38. ABCR does and shall continue to conduct specific employee training regarding these procedures set forth in paragraph 40 herein.

39. The Conduct Relief provisions of this Settlement Agreement do not create any duty to persons who are not named parties to this agreement, and such provisions shall not create any right or cause of action for persons who are not named parties to this agreement.

#### **TRAINING**

40. To the extent ABCR does not already have training directed to the requirements set forth in this Settlement Agreement, ABCR shall institute and maintain a training program to educate its employees so that they are sufficiently trained to:

- a. Be able to clearly and accurately disclose to consumers that there are cashless tolls in Florida and the fees ABCR assesses for use of its e-Toll program.



- b. Not represent to consumers that e-Toll is the only way to pay cashless tolls, unless that is a true statement.
- c. Not represent to consumers that all tolls in Florida are cashless, unless that is a true statement.
- d. Accurately memorialize a consumer's acceptance or denial of Ancillary Products to the consumer's rental contract.
- e. Obtain the consumer's Express Consent for acceptance of Ancillary Products and for its cost.
- f. Not represent to a consumer renting a vehicle that any Ancillary Product is required as a condition of renting an ABCR vehicle, other than as set forth in paragraphs 27-29, above.
- g. Not charge a consumer for a car class upgrade when the car class the consumer reserved is unavailable, other than as set forth in paragraph 37 herein.
- h. Not represent to a consumer that the daily cost of an upgrade is a total cost when in fact it is a per rental day cost;
- i. Accurately explain to consumers who have prepaid for a rental that the cost of an upgrade is in addition to the prepaid amount.

## COMPLIANCE MONITORING

41. The Attorney General shall, within 60 days of receipt of a consumer complaint regarding ABCR, forward the complaint to an ABCR compliance representative designated by ABCR.

42. For a two-year period following the date of this Settlement Agreement, ABCR will, within ninety (90) days of receipt of consumer complaints from the Attorney General, respond to all such complaints. ABCR shall provide a copy of its responses to such complaints to the Attorney General.

43. If the Attorney General has a question or concern regarding a complaint or ABCR's response thereto, it shall so advise ABCR within 60 days of receipt of the information from ABCR. The Attorney General will take no action to enforce any term of this Settlement Agreement pertaining to ABCR's review and resolution of any complaint until after it has advised ABCR of any such question or concern with ABCR's handling of the complaint, unless the Attorney General determines that immediate action is necessary to protect the general health, safety, or welfare of the public.

44. Within six months of the effective date of this Settlement Agreement and at six month intervals for two years following the effective date of this Settlement Agreement, ABCR will provide a spreadsheet summarizing any complaints it receives at its designated national customer care center from consumers regarding

e-Toll, Ancillary Products, or Upgrades relating to Florida rentals. The Attorney General may request copies of the complaints and any supporting documents, and ABCR shall provide copies of the complaints and supporting documents within thirty (30) days of the Attorney General's request, except the foregoing shall not require ABCR to produce documents protected by the attorney-client privilege or the attorney work-product doctrine. The Attorney General will advise ABCR of any question about or concern with ABCR's review and resolution of any complaint before taking any action to enforce any term of this Settlement Agreement, unless the Attorney General determines that immediate action is necessary to preserve the general health, safety, and welfare of the public.

45. Twelve months after the effective date of this Settlement Agreement, ABCR shall provide to the Attorney General a spreadsheet containing a random sampling of Florida rentals, in an amount to be determined by the Attorney General, with the following information: customer names, addresses, phone numbers, electronic communication addresses, dates of the rental period, vehicle pick up location, reservation number and total cost of rental, and cost of e-Toll charges of all consumers renting a vehicle from ABCR at a Major Commercial Airport in Florida who were charged for ABCR's e-Toll program. The Attorney General may request copies of the documents relating to such charges and any supporting documents, and ABCR shall provide copies of the complaints and supporting documents

within thirty (30) days of the Attorney General's request, except the foregoing shall not require ABCR to produce documents protected by the attorney-client privilege or the attorney work-product doctrine. The Attorney General will advise ABCR of any question about or concern with ABCR's review and resolution of any complaint before taking any action to enforce any term of this Settlement Agreement, unless the Attorney General determines that immediate action is necessary to preserve the general health, safety, and welfare of the public.

46. Twelve months after the effective date of this Settlement Agreement, ABCR shall provide to the Attorney General a spreadsheet containing a random sampling of rentals, in an amount to be determined by the Attorney General, with the following information: customer names, addresses, phone numbers, electronic communication addresses, dates of the rental period, vehicle pick up location, reservation number, total cost of rental, and cost of Ancillary Products incurred in renting a vehicle from ABCR in Florida. The Attorney General may request copies of the documents relating to such charges and any supporting documents, and ABCR shall provide copies of the complaints and supporting documents within thirty (30) days of the Attorney General's request, except the foregoing shall not require ABCR to produce documents protected by the attorney-client privilege or the attorney work-product doctrine. The Attorney General will advise ABCR of any question about or concern with ABCR's review and resolution of

any complaint before taking any action to enforce any term of this Settlement Agreement, unless the Attorney General determines that immediate action is necessary to preserve the general health, safety, and welfare of the public.

47. Twelve months after the effective date of this Settlement Agreement, ABCR shall provide to the Attorney General a spreadsheet containing a random sampling of Florida rentals, in an amount to be determined by the Attorney General, with the following information: customer names, addresses, phone numbers, electronic communication addresses, dates of rental period, vehicle pick up location, reservation number, total cost of rental, and cost of the upgrade of all consumers renting a vehicle from ABCR in Florida who were charged for a car class upgrade. The Attorney General may request copies of the documents relating to such charges and any supporting documents, and ABCR shall provide copies of the complaints and supporting documents within thirty (30) days of the Attorney General's request, except the foregoing shall not require ABCR to produce documents protected by the attorney-client privilege or the attorney work-product doctrine. The Attorney General will advise ABCR of any question about or concern with ABCR's review and resolution of any complaint before taking any action to enforce any term of this Settlement Agreement, unless the Attorney General determines that immediate action is necessary to preserve the general health, safety, and welfare of the public.

48. The information to be produced by ABCR to the Attorney General is compelled by the terms of this Settlement Agreement. ABCR may mark materials, where appropriate, as trade secret or otherwise exempt from disclosure (“Confidential Material”). ABCR does not waive any claimed exemption from public disclosure under Florida law with respect to the Confidential Material, and nothing in this Settlement Agreement shall prevent ABCR from seeking appropriate relief under Florida law concerning same. The Attorney General, to the extent not prohibited by law, shall notify ABCR of: (a) any legally enforceable demand for Confidential Material, or (b) the intention of any employee or agent of the Attorney General to disclose Confidential Material (the “Records Request Notice”). The Attorney General shall provide the Records Request Notice to ABCR as soon as practicable and in advance of complying with the demand or making such disclosure in order to afford ABCR the ability to seek appropriate relief under Florida law with respect to the disclosure of the Confidential Material.

#### **IMPLEMENTATION SCHEDULE**

49. To the extent not already in place, ABCR shall be afforded a commercially reasonable time period to implement the various requirements of this Settlement Agreement, including but not limited to the following:

- a. ABCR shall have 120 days from the effective date of this Settlement Agreement to implement the enhanced e-Toll disclosure requirements

set forth in paragraphs 17 through 26, above. ABCR shall, within 150 days from the effective date of this Settlement Agreement provide a copy to the Attorney General of all signs, disclosures, screen shots, or other methods used for complying with the terms of this Settlement Agreement.

- b. ABCR shall have 120 days from the effective date of this Settlement Agreement to begin the enhanced training requirements set forth in paragraph 40, above. ABCR shall have 150 days from the effective date of this Settlement Agreement to provide copies of all training materials used to implement the enhanced training requirements.

50. Should ABCR make any material changes to the method of disclosures used for complying with the terms of this Settlement Agreement, ABCR shall thereafter provide to the Attorney General copies reflecting these changes within 30 days of the changes being implemented by ABCR. This obligation shall expire four (4) years after the effective date of this Settlement Agreement.

51. Within 180 days of the effective date of this Settlement Agreement, ABCR shall send a report to the Attorney General detailing the steps ABCR has taken to implement the conduct relief terms of this Settlement Agreement.

### **MONETARY RELIEF**

52. Consumers who paid e-Toll service fees incurred in connection with a car rental that originated in Florida, where the fee was incurred in connection with a toll in Florida, and where the toll was incurred via the tolling authority's plate recognition technology, may submit a request for a refund under the conditions outlined below. Consumers are eligible for a refund of the service fee for each day of the rental for which they were charged an e-Toll service fee.

53. Consumers may submit claims for refunds under the terms of this Settlement Agreement by submitting a claim in the form attached as Exhibit 1, made a part hereof by reference and incorporation, which form will be available on the Attorney General's website, or by submitting a claim to the Attorney General's office. Requests for refunds must be received by ABCR within 180 days of the date of this Settlement Agreement in order to qualify. Any request received by ABCR after that date is not eligible for a refund under the terms of this Settlement Agreement.

54. A request for refund must include the name of the person identified on the vehicle rental agreement with ABCR and at least one of the following in order to be considered: (a) the ABCR rental agreement number; or (b) the date on which the rental began, and the rental location, and the renter's address or date of birth.

55. In addition to the requirements set out above, in order to be considered eligible for a refund under this Settlement Agreement, a request for refund must:



- a. Relate to a Florida rental and toll incurred on or after January 1, 2010 but prior to the effective date of this Settlement Agreement;
- b. Relate only to the customer's first rental transaction in which he or she was charged an e-Toll fee; and
- c. Not relate to a rental that was made on a corporate account or a master rental agreement program such as Avis Preferred or Budget Fastbreak.

56. The Attorney General has, as of the date of this Settlement Agreement, provided complaints to ABCR from consumers who complained to the Attorney General, the Better Business Bureau, the Federal Trade Commission, or the Florida Department Agriculture and Consumer Affairs, seeking a refund of e-Toll service fees. ABCR shall consider each of those consumers to have submitted a request for a refund under this Settlement Agreement.

57. ABCR's obligation to provide refunds to consumers under this Settlement Agreement is capped at \$100,000. In the event the total amount of eligible refunds requested during the time period called for under this Settlement Agreement exceeds \$100,000, ABCR shall pay the eligible requests on a pro rata basis.

58. ABCR shall provide the refunds to eligible consumers within 240 days of the date of this Settlement Agreement, i.e. no later than 60 days after the deadline for consumers to submit requests for refunds.

59. ABCR shall provide an electronic report in Excel to the Attorney General by not later than 270 days of the effective date of this Settlement Agreement, i.e. no later than 30 days after the deadline for providing refunds to eligible consumers, listing each consumer who submitted a request for refund. For each consumer whose request for refund was eligible, ABCR shall so indicate, and state the amount of the refund provided to the consumer. The spreadsheet shall also identify the consumers whose requests for refunds were not eligible, and shall state the reasons why the request did not satisfy the eligibility requirements.

#### **ATTORNEY'S FEES AND COSTS**

60. ABCR shall pay the sum of One Hundred and Fifty Thousand Dollars (\$150,000) by check or wire transfer to the Attorney General's Revolving Trust Account for the Attorney General's attorneys' fees and costs in this matter. Such payment shall be sent to Laura Boeckman, Consumer Protection Division, Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida, 32399-1050 within thirty (30) days of the effective date of this Settlement Agreement.

## MISCELLANEOUS PROVISIONS

61. ABCR shall not represent directly or indirectly that the Attorney General has approved any of its business practices. This Settlement Agreement satisfies any and all claims, demands, rights, and causes of action the Attorney General may have against ABCR related to the matters identified in this Settlement Agreement up to and including the effective date of this Settlement Agreement.
62. This Settlement Agreement supersedes and replaces the Assurance of Voluntary Compliance entered into in Case No. L08-3-1148, by and between the Attorney General and Avis Rent A Car System, LLC, which AVC is null and void.
63. ABCR shall not effect any change in its way of doing business or corporate form or organizational identity so as to avoid compliance with this Settlement Agreement.
64. ABCR shall make the terms and conditions of this Settlement Agreement known to the Area Vice President responsible for the State of Florida, as well as the Florida Regional Managers, within thirty (30) days of the effective date of this Settlement Agreement. Those managers shall ensure that customer-facing employees of ABCR in Florida shall be informed of the terms and conditions of this Settlement Agreement.
65. The settlement of this action shall act as a bar only to further actions by the Attorney General against ABCR based on the Matters Investigated, through the

effective date of this Settlement Agreement. Actions to enforce or collect this Settlement Agreement are not barred.

66. This Settlement Agreement shall not be deemed an admission of wrongdoing or violation of law by ABCR.

67. If either the Attorney General or ABCR believes that modification of this Settlement Agreement would be in its best interest, that party shall give notice to the other party and the parties shall thereafter attempt in good faith to agree on a modification.

68. To the extent that the provisions of this Settlement Agreement conflict with any local, state or federal law, either presently existing or that is later enacted or amended, such law and not this Settlement Agreement shall apply where such conflict exists. For the purposes of this Settlement Agreement, a conflict exists if conduct prohibited by this Settlement Agreement is required or expressly permitted by such local, state, or federal law, or if conduct required by this Settlement Agreement is prohibited by such local, state or federal law.

**For Avis Budget Car Rental System, LLC,  
and Payless Car Rental, Inc.**

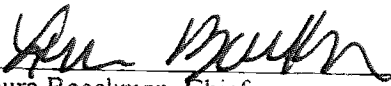


Robert E. Muhs,  
Vice President, Government Affairs

Dated: June 21, 2017

FOR THE OFFICE OF THE ATTORNEY GENERAL

Signed this 7<sup>th</sup> day of July, 2017

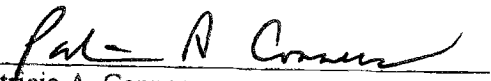


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Accepted this 7<sup>th</sup> day of July, 2017



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STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LEGAL AFFAIRS

In re: Investigative Subpoena Duces Tecum issued by the Florida Attorney General, Department of Legal Affairs, Consumer Protection Division, to AvisBudget Group, Inc. and Payless Rental Car System, Inc.

**CLAIM FORM/RELEASE**

NAME \_\_\_\_\_  
(name of the person on the vehicle reservation or rental agreement)

CURRENT ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE/ZIP CODE \_\_\_\_\_

EMAIL \_\_\_\_\_ TELEPHONE \_\_\_\_\_

Please provide the following information regarding your rental from Avis, Budget, or Payless for which you incurred an e-Toll service fee.

RENTAL AGREEMENT # \_\_\_\_\_ [if you do not have this number, you must provide all of the information requested immediately below]

CITY AND STATE WHERE VEHICLE WAS PICKED UP \_\_\_\_\_ ; and

DATE ON WHICH RENTAL BEGAN \_\_\_\_\_ ; and

RENTER'S DATE OF BIRTH: \_\_\_\_\_ ; and

RENTER'S ADDRESS AT TIME OF RENTAL: \_\_\_\_\_

I understand that my claim may be paid in full, or in part, depending upon the total amount of claims received. In exchange for and effective immediately upon receipt of payment of my claim through this process, if I receive a full refund under the eligibility terms set out in the Settlement Agreement, I hereby release all claims that I may have against Avis Budget Group, Inc., its subsidiary and affiliate companies, including but not limited to Budget Rent A Car System, Inc., Avis Budget Car Rental, LLC, Payless Car Rental, Inc., and their affiliates, assigns, officers, directors, employees (collectively, "ABCR"), that relate to e-toll charges I paid in connection with a rental from ABCR within the State of Florida occurring during the period of January 1, 2010 to \_\_\_\_\_, 2017 [Effective Date of Settlement Agreement].

By placing my name below and submitting this claim, I agree to the release terms set forth above, and I affirm that the representations made herein are true and provide my signature pursuant to the provisions of Florida Statute Section 837.06.\*

\_\_\_\_\_  
(Name of Claimant)

**THE CLAIM FORM/DECLARATION MUST BE SUBMITTED BY January \_\_, 2018.** This Claim Form is used to submit your claim. A determination of eligibility will then be made.

\* Your claim is submitted pursuant to an agreement between the Florida Attorney General and Avis, Budget and Payless car rental companies. As such, your claim contains representations subject to Florida Statute Section 837.06: "False official statements. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083."

**EXHIBIT A**