

DISTRICT COURT, DENVER COUNTY, COLORADO DATE FILED: September 17, 2018 5:15 PM FILING ID: 89F7EA18537F0 CASE NUMBER: 2018CV33446	
Court Address: 1437 Bannock Street Denver, Colorado 80202 Phone Number: (720) 865-8301	COURT USE ONLY
Plaintiff: NANG THAI, an individual; v. Defendant: ADVANTAGE OPCO, LLC, a Delaware limited liability company.	
Attorneys for Plaintiff Nang Thai: Name: Steven L. Woodrow #43140 Patrick H. Peluso #47642 Address: 3900 East Mexico, Suite 300 Denver, CO 80210 Phone Number: (720) 213-0675 email: swoodrow@woodrowpeluso.com ppeluso@woodrowpeluso.com	Case No: Division/Courtroom:
<u>COMPLAINT AT LAW</u>	

Plaintiff Nang Thai (“Thai” or “Plaintiff”) brings this case against Advantage Opco, LLC, doing business as Advantage Rent a Car (“Advantage” or “Defendant”) seeking damages as a result of Advantage’s fraudulent conduct, theft, and serious breaches of contract. Unless where stated such allegations are made upon information and belief, Plaintiff makes the following allegations based on his own knowledge and experience and on the investigation of his attorneys. In support of his claims, Plaintiff states as follows:

I. INTRODUCTION

1. Mr. Thai brings this case against Advantage seeking damages as a result of Advantage’s fraudulent conduct, serious breaches of contract, and other outrageous conduct.

2. The facts are jaw-dropping: on July 12, 2018, Mr. Thai arrived late at Denver International Airport and proceeded to Advantage Rent a Car (at approximately 1:15 a.m.) to retrieve a car rental that he had reserved for a planned road trip. First, Advantage’s rental agent, Corey Morvant demanded that Plaintiff pay an extra \$50 directly to him, or provide him, Mr. Morvant, with marijuana, in order for Mr. Morvant to provide Plaintiff with a car. Without other

options, Plaintiff paid Mr. Morvant the additional \$50 and received a rental car (Toyota Camry). (See "Payment Screenshot to Corey Morvant," a true and accurate copy of which is attached as Ex. A.) That's when Plaintiff's nightmare truly began.

3. Plaintiff proceeded to a motel located in Byers, Colorado and slept for a few hours before heading out on his road trip. Mr. Thai headed to Kansas along I-70 as planned when he was pulled over by a police officer. The officer informed Mr. Thai that he was being pulled over for expired license plates or tags. Then, the officer asked to search the vehicle, but Mr. Thai refused. The officer detained Mr. Thai and called for a K-9. The officer indicated that the K-9 had responded to the trunk area of the vehicle and asked to search the trunk. Mr. Thai, who hadn't opened the trunk at all (his one backpack was placed in the back seat), consented. Inside the officers found 40 lbs. of marijuana, arrested Mr. Thai, and held him for two days and one night at the jail for the Thomas County Sheriff's Office (headquartered in Colby, Kansas). (See "Arrest Records," true and accurate copies of which are attached as Ex. B.) Mr. Thai was mysteriously set free on July 13, 2018 without any charges filed.

4. In short, not only did Advantage's agent extort \$50 out of Mr. Thai, Advantage provided Mr. Thai with a vehicle filled with marijuana and caused Mr. Thai's arrest and detention.

5. Adding insult to injury, Advantage sent Mr. Thai an invoice seeking \$1,723.53 which includes the costs for the impounding of the rental car, fees, and other charges. (See "Advantage Contract," a true and accurate copy of which is attached as Ex. C.)

6. As a result of such egregious conduct, Mr. Thai has suffered damages, including the \$50 extorted from him by Advantage's agent, damages for emotional distress, damages for the approximately 36 hours Mr. Thai was wrongfully detained and imprisoned, damages for the interrupting of his trip and his expenses for getting home, together with other damages, along with a declaration that he does not owe any of the \$1,723.53 that Advantage is seeking against him.

II. JURISDICTION AND VENUE

7. This is an action seeking damages and declaratory relief based on Defendant's violation of Colorado statutes and common law arising out of, *inter alia*, its providing of a rental car to Plaintiff that featured expired license plate tabs and illegal amounts of marijuana in the trunk without telling Plaintiff, and Defendant's theft of \$50 from Plaintiff. Jurisdiction is proper in this District Court, as it is a court of general jurisdiction and the rental agreement calls for the exclusive jurisdiction of this Court.

8. Venue is proper in Denver County, Colorado, as the providing of the rental car occurred at Defendant's rental location at DIA, which is in Denver County, and the rental contract attached as an Exhibit to this Complaint calls for the exclusive jurisdiction of the Courts

where the rental occurred, which was in Denver, Colorado. Further, many of the operative facts giving rise to Plaintiff's complaint occurred within Denver County.

III. PARTIES

9. Plaintiff Nang Thai is a citizen and resident of the State of Florida.

10. Defendant Advantage Opco, LLC d/b/a Advantage Rent a Car is a foreign limited liability company organized under the laws of the State of Delaware, whose principal place of business is located at 2003 McCoy Rd, Orlando, Florida, 32809, United States.

IV. GENERAL ALLEGATIONS

11. Defendant is car rental company that rents cars to consumers across the Country. One of its locations is at Denver International Airport ("DIA").

12. This case involves Defendant's extortion of Plaintiff, rental of a vehicle to Plaintiff that was unsafe to drive and filled with 40lbs of marijuana in the trunk, and Defendant's attempt to collect \$1,723.53 in impounding charges and other fees.

Plaintiff Thai Plans a Road Trip to Look for a New Car

13. Mr. Thai enjoys cars and enjoys driving. He was interested in taking a road trip across the country and potentially purchasing a BMW 750il along the way.

14. On or about June 27, 2018, Mr. Thai located a 2001 BMW 750il on the internet and decided he would potentially like to purchase it for himself as a birthday present. The vehicle was being offered for sale by a gentleman named "Chris." Mr. Thai communicated with Chris about Mr. Thai's interest in possibly purchasing the vehicle.

15. On or about July 10, 2018, Mr. Thai texted Chris to see if he still had the vehicle. Chris, who lives in New Jersey, indicated that he still had the car for sale.

16. Later that same day, July 10, 2018, Mr. Thai booked a plane ticket to Denver (via DIA) and a rental car through Travelocity (www.travelocity.com). The rental car was with Defendant Advantage. The price was \$613.28 plus a \$200 deposit and \$110 for insurance.

17. Mr. Thai's plan was to pick up the rental car from Defendant at DIA and drive it first to Commerce City, Colorado where another BMW 750il (a 1998 version) was also being offered for sale and view that vehicle. Mr. Thai was then planning on driving to Kansas and, if he didn't buy the BMW in Commerce City, drive the rental car to New Jersey to view the vehicle he had previously been interested in purchasing from Chris. From New Jersey he would purchase the BMW 750il from Chris, fly his girlfriend out to New Jersey, and the two of them would drive back to Denver (Mr. Thai's girlfriend in the BMW 750il and himself in the rental car.)

18. On July 11, 2018, Mr. Thai went to the airport and, at 7:30 p.m., boarded his airplane. The flight was delayed by approximately 2 hours and landed at DIA well past midnight.

19. In the very early morning hours of July 12, 2018, Mr. Thai landed at DIA and proceeded to Advantage to retrieve his rental car.

Advantage's Agent Extorts \$50 from Mr. Thai—And it Gets Worse From There

20. On July 12, 2018 at around 1:35 a.m. at Advantage Rent a Car at DIA, Mr. Thai arrives and speaks with Advantage's agent, "Corey Morvant" about his reservation for a car rental. Corey checks the computer, tells Mr. Thai the price, and Mr. Thai handed Mr. Morvant his debit card. Mr. Morvant then informed Mr. Thai that he will need a round trip ticket in order to complete the reservation because Mr. Thai was using a debit card.

21. Mr. Thai responded that nobody had told him that he would need a roundtrip ticket to use a debit card with his car rental.

22. Mr. Morvant then asked Mr. Thai if he "smoked weed," implying that if Mr. Thai were willing to provide Corey with marijuana, then Mr. Morvant would allow Mr. Thai to use his debit card to complete the transaction. Mr. Thai responded "no."

23. Mr. Morvant then asked if Mr. Thai had any "cash" on him, and he told Mr. Thai that if Mr. Thai provided Corey personally with \$50 in cash, then he could complete the rental. Corey made clear that he could give Mr. Thai the car only if Mr. Thai gave him \$50.

24. Mr. Thai was in an impossible position given that it was nearly 2:00 a.m. in a strange city. Mr. Thai told Mr. Morvant that he had a Cash App on his smartphone that he could use to directly pay \$50 to Mr. Morvant. Mr. Morvant provided Mr. Thai with his phone number.

25. While Mr. Morvant was reviewing and/or entering information in the computer he was using at the counter, he asked Mr. Thai where he was headed. Mr. Thai responded that he planned on traveling to look at some cars in the area and then to drive up North to New Jersey, and then elsewhere. Mr. Morvant asked Mr. Thai why he did not want to leave the car in New Jersey? Mr. Thai responded that he preferred to drive and that it was his understanding that it was expensive to leave the car in another state.

26. Mr. Morvant finished entering information and went outside through the front door and left Mr. Thai in the rental building for approximately five (5) minutes. Mr. Morvant then entered through the back of the building through the rear door and told Mr. Thai to "Hold up," and then Mr. Morvant went through the front door again. Mr. Morvant then reentered through the rear door and Mr. Thai could hear him speaking with a third person. Mr. Morvant then entered the counter area and notified Mr. Thai that "We have a car ready for you." Mr. Thai then sent Mr. Morvant \$50 through his cash app around 2:06 a.m. (*See Ex. A.*)

27. On July 12, 2018 at around 2:10 a.m., Mr. Morvant instructed Mr. Thai to follow him outside, and Mr. Thai did so. Mr. Thai did not see any keys in Mr. Morvant's hand. It was also very dark with minimal lighting. When Mr. Thai and Mr. Morvant arrived at the vehicle, Mr. Thai asked Mr. Morvant for the keys. Mr. Morvant responded that the keys were inside the car. Mr. Thai asked for the paperwork for the car and asked whether a "walk around" inspection was needed. Mr. Morvant responded that an agent at the front gate would check the car and provide the paperwork. Mr. Thai performed a quick walk around of the car, but it was really dark, and he couldn't see any damage if it had existed. The car was just parked by itself with no other cars around it. At no point did Mr. Thai open the trunk, nor was he given any reason to do so.

28. Mr. Thai entered the vehicle at approximately 2:15 a.m. and found the key inside the center console. He then drove the car to the exit gate and waited for a car in front of him to complete the exiting process. Mr. Thai watched as the agent that was at the gate opened all of the car doors and the trunk of the other car. The vehicle completed the exiting process and drove off. Then it was Mr. Thai's turn. The gate agent took Mr. Thai's paper and walked off with it. A short time later he walked back with signed documents and told Mr. Thai that he could go. (*See Ex. C.*) No opening of any doors or the trunk occurred, nor did the agent seem to inspect the vehicle.

29. Mr. Thai asked the agent if he was going to check the car. The agent responded that the vehicle looked fine and that Mr. Thai was good to go.

30. On or about July 12, 2018, 2:25 a.m., Mr. Thai called a motel and asked if they had a room for the night. The motel clerk responded that they had only one room left.

Mr. Thai Arrives at the Motel and Briefly Sleeps

31. On or about July 12, 2018, 2:55 a.m., Mr. Thai arrived at the Longhorn motel in Byers, Colorado and checked in.

32. By July 12, 2018 at 3:10 a.m., Mr. Thai was in room 115 at the motel.

33. Approximately three hours later, on July 12, 2018 at 6:00 a.m., Mr. Thai's alarm woke him up. He showered and freshened up and started his drive.

34. By 6:27 a.m., Mr. Thai's GPS instructed him to drive towards Kansas, and he started to do so.

35. Around 8:30-8:50 a.m., Mr. Thai stopped at a gas station to get some food, protein bars, and water.

36. At 9:10 a.m., Mr. Thai took posted a video on his Instagram account of some large windmills in Kansas.

37. At 9:50 a.m., Mr. Thai stopped at a rest stop to use the bathroom.

38. At 10:21 a.m., Mr. Thai took a "selfie" using his Instagram account.

Mr. Thai is Pulled Over for "Expired Plates" and Law Enforcement Finds 40 lbs. of Marijuana in the Trunk—Mr. Thai is Immediately Jailed

39. At approximately 11:05 a.m., a law enforcement officer with the Thomas County Sheriff pulled Mr. Thai over and told him that his license and tag were expired. The officer asked Mr. Thai where he was headed.

40. Mr. Thai responded that he was driving around for fun and to look at a few cars he was considering buying. Mr. Thai informed the officer that the vehicle was a rental and that he had just rented the vehicle last night/early that very morning from DIA. Mr. Thai gave the officer his paper work.

41. The officer responded that the license plate had expired and that was why he had decided to pull Mr. Thai over. The officer went back to his car and a few minutes later came back with a warning ticket.

42. The officer then asked Mr. Thai what type of car he planned on buying. Mr. Thai told him it was a BMW. The officer asked Mr. Thai why he was driving so far, and Mr. Thai responded that he enjoyed driving. The officer then asked if he could look around the car. Mr. Thai responded that the officer could look but not open any doors, since he had only been pulled over for a bad plate and there was no reason to search the car. The officer asked Mr. Thai if he had anything illegal in the car, and Mr. Thai answered that there was nothing illegal in the car at all.

43. At 11:18 a.m., Mr. Thai called the police on his phone because he was losing his patience with the officer for wanting to search his vehicle when he was pulled over in a rental car with a bad plate. The officer then returned to Mr. Thai's rental car and told him that he would call in a K9 unit to search the car to determine whether there was anything illegal in the vehicle.

44. At 11:29 a.m., the officer asked Mr. Thai to exit the rental vehicle because, supposedly, the dog was a "multi-purpose dog" and Mr. Thai needed to get out for his safety. The officer told Mr. Thai to walk 15 feet in front of the rental vehicle.

45. At 11:38 a.m., an officer instructed Mr. Thai to put his hands behind his back. When he asked, "For what?" the officer responded, "You will see soon." The officer then walked Mr. Thai back to the car and took him into his own cruiser, which had been parked behind the rental, facing the trunk. Mr. Thai sat handcuffed and watched the officers stand by the trunk and

pull boxes out from the trunk and open them. The officers pulled some bags out of a box and it looked like marijuana and that the trunk was full of it.

46. The officer then came back to the patrol cruiser where Mr. Thai was waiting and asked Mr. Thai, "so how many pounds is it?" Mr. Thai responded, "You're asking as if it's mine, I just got this car at the car rental." Mr. Thai responded that this was all nonsense and that he was "being setup."

47. The officers never gave Mr. Thai any paperwork that stated what he supposedly did or was being charge for, nor was he provided an opportunity to see any judge during a bond hearing or other proceeding. The officers told Mr. Thai he would get paperwork later. Mr. Thai was very scared and didn't know how to use the phone system in jail. He was eventually able to call a lawyer that was listed on a wall in his jail cell named Cheryl Stewart.

48. Plaintiff met Ms. Stewart at the jailhouse that afternoon. Mr. Thai was angry and could not believe that a car rental company had given him a vehicle full of drugs. It felt surreal to him, like something out of a movie.

49. Cheryl arrived at the jail around 5:30 p.m. on July 12. Mr. Thai spoke with her, and she asked what the charges were. Mr. Thai responded that he didn't even know. Cheryl responded that she would find out. She then left the room and came back several minutes later and told Mr. Thai that he was facing a "Category 1 when you have over 20 kilo," and Mr. Thai responded that he did not know what that means. Cheryl explained said "You will be spending about 12-18 years in prison."

50. Ms. Stewart then asked Mr. Thai to explain what happened. She was combative and seemed incredulous regarding Mr. Thai's story. Nevertheless, Cheryl said she could help Mr. Thai but that he would need to pay her \$1,000 cash so that she could find a way to let Mr. Thai talk directly to the DEA and try to work something out. Mr. Thai asked Cheryl what he was supposed to tell the DEA, that a car rental agent named Corey Morvant had set him up and that he had driven a rental car full of drugs? Cheryl kept of asking Mr. Thai about the \$1,000, who replied that he would need to think about it.

51. Mr. Thai called his girlfriend and told her about what had happened. She started crying and then went to the jail's website to find out what happen to Mr. Thai. She also called a different lawyer that was listed on the jail's website named Justin Barrett. Justin told her that he will visit the next day.

52. Mr. Thai spent the night in jail. He was so scared the whole night. He couldn't sleep or eat. He didn't know what he was going to do or who was going to believe him.

53. On July 13, 2018, an officer notified Mr. Thai that they would let him go after he saw a judge who would set bail, which would have to be on Monday because it was Friday and apparently the Court doesn't sit on Fridays. Around 5:10 p.m., Justin Barrett, the lawyer Mr.

Thai's girlfriend called, came in to see Mr. Thai. As Mr. Thai was starting to tell Justin what had happened, a jail guard came in and told Mr. Thai that he was free to go. Justin closed up his book and smiled and told Mr. Thai to let him know if anything changes and to keep his number "just in case."

54. At 5:36 p.m., Mr. Thai was released and walking outside the jail. He was never charged, nor was he ever provided any arrest or official release paperwork of any kind. Mr. Thai signed a paper acknowledging that he had received all of his personal belongings, but nothing else. Mr. Thai has no idea what happened to the supposed 40 lbs. of marijuana.

55. Mr. Thai had to pay the car rental of \$613.28 plus a \$200 deposit and \$110 insurance for a vehicle he barely was able to use. He also had to pay \$50 that Mr. Morvant extorted from him. Mr. Thai additionally had to pay a person \$657.30 (\$503 plus dinner for his family) to drive Mr. Thai back to Denver to fly home to Miami—cutting his road trip very short. Mr. Thai's airplane ticket home to Miami cost \$127.20.

56. Incredibly, Advantage is also wrongfully seeking tow expenses and other charges equaling \$1,723.53. (*See Ex. C.*)

57. Meanwhile, Mr. Thai spent two days in jail and is now scared to travel. He has lost sleep and has trouble working as efficiently, resulting in lost income. He has been traumatized and fears this could happen again to himself or others.

58. Further, Plaintiff attempted to resolve the matter through Defendant's customer service but that proved fruitless. Plaintiff also sent a copy of this Complaint to Defendant's legal department together with an invitation to discuss this matter prior to filing, but he received no response.

FIRST CAUSE OF ACTION

Violation of the Colorado Consumer Protection Act § 6-1-101, *et seq.*

59. Plaintiff incorporates and re-alleges the foregoing allegations as if set forth fully herein.

60. Defendant's conduct as described throughout this Complaint violated the Colorado Consumer Protection Act ("CCPA"), which provides a private right of action under Colorado law against anyone who, *inter alia*:

(b) Knowingly makes a false representation as to the source, sponsorship, approval, or certification of goods, services, or property;

(g) Represents that goods, food, services, or property are of a particular standard, quality, or grade, or that goods are of a particular style or model, if he knows or should know that

they are of another;

(l) Makes false or misleading statements of fact concerning the price of goods, services, or property or the reasons for, existence of, or amounts of price reductions;

(n) Employs "bait and switch" advertising, which is advertising accompanied by an effort to sell goods, services, or property other than those advertised or on terms other than those advertised and which is also accompanied by one or more of the following practices:

(I) Refusal to show the goods or property advertised or to offer the services advertised;

(VI) Accepting a deposit for the goods, property, or services and subsequently switching the purchase order to higher-priced goods, property, or services; or

(u) Fails to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale if such failure to disclose such information was intended to induce the consumer to enter into a transaction;

Colo. Rev. Stat. Ann. § 6-1-105 (West).

61. Defendant, through its agent(s) who was/were at all times acting on Defendant's behalf or in the capacity as Defendant's agent(s), violated the CCPA by, among other things:

- (a) Knowingly making a false representation regarding the approval or certification of the rental vehicle provided to Plaintiff, knowing that it was not safe to drive given the marijuana in the trunk;
- (b) Representing goods and services, namely the rental vehicle, was of a particular quality, namely sufficiently safe to drive on the road and implicitly not filled with marijuana or other illegal substances;
- (c) Making false and misleading statements to Plaintiff at the time of the rental at Defendant's location regarding the cost of the rental, including that Plaintiff would need to pay one of Defendant's agents, Corey Morvant, \$50;
- (d) Using a bait and switch tactic of failing to show the car as advertised, and instead providing a car with a trunk full of marijuana;
- (e) Using a bait and switch tactic of accepting a deposit for the rental vehicle but then switching to higher priced goods that required a \$50 extra payment from Plaintiff; and

- (f) Failing to disclose material information about the rental vehicle, including that the trunk of the car was filled with marijuana, and the failure to disclose such information was intended to induce Plaintiff to accept the rental vehicle.

62. Under Section 6-1-113, any person who, in a private civil action, is found to have engaged in or caused another to engage in any deceptive trade practice listed in [the CCPA] shall be liable in an amount equal to the sum of:

(a) The greater of:

- (I) The amount of actual damages sustained; or
- (II) Five hundred dollars; or
- (III) Three times the amount of actual damages sustained, if it is established by clear and convincing evidence that such person engaged in bad faith conduct; plus

(b) In the case of any successful action to enforce said liability, the costs of the action together with reasonable attorney fees as determined by the court.

Colo. Rev. Stat. Ann. § 6-1-113 (West).

63. Plaintiff is entitled to recover his actual damages, \$500, or 3 times his actual damages given Defendant's bad faith conduct. Plaintiff is also entitled to recover costs and reasonable attorneys' fees.

SECOND CAUSE OF ACTION
Civil Theft § 18-4-404

64. Plaintiff incorporates and re-alleges the foregoing allegations as if set forth fully herein.

65. Under Colorado law:

All property obtained by theft, robbery, or burglary shall be restored to the owner, and no sale, whether in good faith on the part of the purchaser or not, shall divest the owner of his right to such property. The owner may maintain an action not only against the taker thereof but also against any person in whose possession he finds the property. In any such action, the owner may recover two hundred dollars or three times the amount of the actual damages sustained by him, whichever is greater, and may also recover costs of the action and reasonable attorney fees; but monetary damages and attorney fees shall not be recoverable from a good-faith purchaser or good-faith holder of the property.

Colo. Rev. Stat. Ann. § 18-4-405 (West).

66. Defendant, through its agent, Corey Morvant, obtained by theft \$50 from Plaintiff with the intention of permanently depriving Plaintiff of the \$50.

67. Plaintiff is entitled to recover \$200 (which is greater than \$150 (\$50 x 3)) plus costs and reasonable attorneys' fees.

THIRD CAUSE OF ACTION
Breach of Contract

68. Plaintiff incorporates and re-alleges the foregoing allegations as if set forth fully herein.

69. Plaintiff entered into a rental agreement with Defendant. (Ex. C.)

70. The rental agreement was for a Toyota Camry or similar car for a base price due at pick up of \$549.79, representing a Base Price of \$401.67 and taxes and fees of \$148.12. Plaintiff also paid \$110.00 for a Collision Damage Plan and \$200 for a deposit.

71. Defendant breached the rental agreement by demanding and receiving an extra \$50 from Plaintiff.

72. The rental agreement contained a term expressly stating that, "The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. The Vehicle shall not be used: (b) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation)." (See Ex. C.)

73. On information and belief, Defendant, through its agents, used the vehicle in furtherance of an illegal purpose, namely transporting marijuana across state lines.

74. To the extent Defendant did not breach any express term of the rental agreement, Defendant breached the implied covenant of good faith and fair dealing.

75. Defendant had discretion in the rental vehicle it selected for Plaintiff.

76. Defendant abused its discretion and breached the implied covenant of good faith by providing a vehicle that had marijuana in the trunk and that was, therefore, not suitable for driving. On information and belief, the rental vehicle also had expired license plate tags.

77. In supplying such a vehicle, Defendant acted in a manner so as to frustrate Plaintiff's ability to realize and attain the benefits of the contract, namely the use of the rental car so he could drive it without an enhanced risk that he would be pulled over (given the expired plates) and without serious penalty should he be pulled over.

78. Defendant has also sought fees for towing and other charges related to the impounding of the vehicle by the authorities. In addition to all other relief sought in this proceeding, Plaintiff also seeks a declaration that he does not owe such amounts under the rental contract.

79. Defendant's breaches of the express terms of the contract and/or breaches of the implied covenant of good faith and fair dealing have caused Plaintiff to suffer actual damages in amounts to be proven at trial, including, *inter alia* and without limitation, loss of the enjoyment of the rental, imprisonment, lost wages, costs of getting home, loss of vacation, costs, legal fees, and other damages.

FOURTH CAUSE OF ACTION Fraudulent Concealment

80. Plaintiff incorporates and re-alleges the foregoing allegations as if set forth fully herein.

81. On or about July 12, 2018 at 2:05 a.m. at Defendant's "Advantage Rent a Car" location at DIA, Defendant, through its agent, Corey Morvant, knowingly and intentionally concealed from Plaintiff that the rental vehicle had a large quantity of marijuana in the trunk of the vehicle.

82. This information was a fact material to the rental. Had Plaintiff known of the marijuana in the trunk, he would not have accepted the rental vehicle and driven it at all, let alone off the lot.

83. Mr. Morvant was at all times acting in his capacity as an Advantage agent.

84. Defendant, through its agent, intended that Plaintiff would rely on the concealment and Plaintiff did in fact rely on the concealment by accepting the rental vehicle.

85. On information and belief, Defendant also failed to provide a vehicle that had a valid and up to date license plate or stickers.

86. As an actual and proximate result of Defendant's placement of marijuana in the trunk and invalid license plate, and failure to notify Plaintiff of either material facts, Plaintiff accepted the rental vehicle, drove it, and was pulled over by police officers.

87. As an actual and proximate result of Defendant's fraudulent conduct, Plaintiff suffered actual and consequential damages, including loss of the enjoyment of the rental, imprisonment, lost wages, costs of getting home, loss of vacation, costs, legal fees, emotional distress, pain and suffering, and other damages.

FIFTH CAUSE OF ACTION

False Imprisonment

88. Plaintiff incorporates and re-alleges the foregoing allegations as if set forth fully herein.

89. By placing marijuana in the trunk, providing expired license plates, and failing to apprise Plaintiff of either fact, Defendant intended to restrict Plaintiff's freedom of movement, Defendant indirectly restricted Plaintiff's freedom of movement for a period of time (approximately 36 hours), and Plaintiff was acutely aware during this time that his freedom of movement was restricted.

90. Plaintiff was imprisoned in the Thomas County Sheriff's Office, 225 N Court Ave. Colby, KS 67701. During his detention he was held with several persons who appeared dangerous and potentially unsavory.

91. To the extent Defendant is found not to have directly or indirectly falsely imprisoned Plaintiff, then Defendant aided and abetted such conduct by placing marijuana in the trunk, providing expired license plates, and failing to apprise Plaintiff of either fact. Such conduct greatly increased the chances that Plaintiff would get pulled over and potentially incarcerated for several years.

92. As an actual and proximate result of Defendant's false imprisonment of Plaintiff suffered actual damages, including loss of the enjoyment of the rental, imprisonment, lost wages, costs of getting home, loss of vacation, costs, legal fees, emotional distress, pain and suffering, and other damages.

SIXTH CAUSE OF ACTION Intentional Infliction of Emotional Distress

93. Plaintiff incorporates and re-alleges the foregoing allegations as if set forth fully herein.

94. As described throughout this Complaint. Defendant engaged in extreme and outrageous conduct by providing Plaintiff with a rental vehicle that had expired license plate tags and contained marijuana in the trunk and failing to notify Plaintiff of such facts. Defendant also extorted/stole an extra \$50 from Plaintiff, caused Plaintiff to get arrested and incarcerated, and then sent Plaintiff a bill for "tow charges" and other costs related to the impounding of the vehicle related to the arrest and incarceration.

95. Defendant's conduct as set forth herein is so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community. No one should ever have to worry that their rental vehicle contains illegal substances (or illegal quantities of such substances) in the trunk or that the license plate or tags are expired, let alone both. No consumer of a rental car

should worry that s/he may be incarcerated for years due to illicit actions of the rental car agents.

96. Defendant acted recklessly or with the intent of causing the plaintiff severe emotional distress. At the time of the conduct, Defendant knew or reasonably should have known that there was a substantial probability that its conduct would cause severe emotional distress to Plaintiff. Increasing the chances that someone may be arrested and jailed for a crime one did not commit, where the crime carries a sentence of over 10 years, is substantially likely to cause an individual to suffer emotional distress when the target (here, the Plaintiff) is actually arrested and held overnight.

97. Defendant's conduct actually and proximately caused Mr. Thai to suffer severe emotional distress. The incident was traumatizing. Plaintiff is now scared to travel, has lost trust in car rental providers, has lost sleep due to his fear that he will be arrested and taken to jail, and he hasn't worked as efficiently. He remains afraid due to what occurred and worries it could happen again or that he might be falsely charged down the road with a crime he never committed.

SEVENTH CAUSE OF ACTION Alternative Claim for Negligence

98. Plaintiff incorporates and re-alleges the foregoing allegations as if set forth fully herein.

99. Defendant owed a duty to Plaintiff to not provide him with a rental vehicle that was likely to get him pulled over and arrested for any crime, let alone felony possession of a controlled substance.

100. Defendant breached that duty by failing to take reasonable steps in light of the foreseeable risks to minimize the likelihood that its vehicles would be used for such a purpose.

101. As an actual and proximate result of Defendant's breach of duty, Plaintiff has suffered actual damages, including loss of the enjoyment of the rental, damages from the imprisonment, lost wages, costs of getting home, loss of enjoyment of his vacation, costs, legal fees, emotional distress, pain and suffering, and other damages.

V. PRAYER FOR RELIEF

WHEREFORE, in light of the foregoing, Plaintiff respectfully prays for an Order:

- A. For all actual damages to be proven at trial;
- B. For all statutory damages allowed;

- C. For a declaration that Plaintiff does not owe any sums to Defendant under the rental agreement and an order enjoining Defendant from seeking any such monies; and
- D. For the costs of this lawsuit, pre- and post-judgment interest, reasonable attorneys' fees, and any other amounts available at law or in equity.

JURY DEMAND

Plaintiff requests a trial by jury of all claims that can be so tried.

Dated: September 17, 2018

NANG THAI, individually,

By: s/Steven L. Woodrow
One of Plaintiff's Attorneys

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