

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.: \_\_\_\_\_

MANUEL GARCIA LIZASOAIN,  
MARC BEDNARCZYK,  
DAN SHURTZ,  
ADAM CUEVAS,  
AMEERAH SINGLETON,  
IASIA A. EAVES,  
JENELLE REECE-WILLIAMS,  
FRANKLIN RICHARDS,  
CELITA JAMES, and  
CONNIE TOTMAN,

Plaintiffs,

v.

HERTZ GLOBAL HOLDINGS, INC.,  
THE HERTZ CORPORATION, and  
HERTZ VEHICLES LLC,

Defendants.

/

**COMPLAINT**

Plaintiffs Manuel Garcia Lizasoain, Marc Bednarczyk, Dan Shurtz, Adam Cuevas, Ameerah Singleton, Iasia A. Eaves, Jenelle Reece-Williams, Franklin Richards, Celita James, and Connie Totman file this complaint against Defendants Hertz Global Holdings, Inc., The Hertz Corporation, and Hertz Vehicles, LLC.

## **INTRODUCTION**

1. For many years, The Hertz Corporation (“Hertz”), along with its affiliates, has been falsely reporting thousands of its own customers for stealing its rental cars. These theft reports are infected with serious problems that cause them to be false, misleading, and unverified. Because of the false reports, Hertz’s own customers are wrongfully arrested (sometimes at gunpoint), thrown in jail, and prosecuted as if they truly committed grand theft auto.

2. Hertz’s customers and their family members and friends are falsely arrested in two types of cases: “supposed overdue” cases and “lost inventory” cases. Each case relates to the others because they revolve around Hertz’s decision to report its customers to the police despite knowing that the police reports will lead to false arrests. Furthermore, in each case, Hertz knows that the deficiencies underlying the reports are systemic. Indeed, many of the same issues and policies infect both the “overdue” and “lost inventory” cases. In both sets of cases, Hertz both (1) enacts policies despite knowing that they will lead to the false arrest of its customers and (2) systemically ignores other policies (such as a full and complete investigation) that would help prevent these false arrests. In all cases, Hertz’s goal is to protect its profits and cut its costs, even if it knows their own customers will lose their liberty and freedom as a result.

3. Hertz’s actions in knowingly and falsely reporting its own customers to the police represent one of the most striking instances of corporate malfeasance in decades. And even where Hertz knows it has falsely reported a customer to the police, it refuses to correct its error. Hertz admitted that it does not correct its false police reports because “‘In the rare instances this happens, if you report a crime, and you later say it didn’t happen, then law enforcement tends not to believe you if you retract it or say you were mistaken,’ . . . ‘Hertz’s continued good relationship with law enforcement is important.’” See Sam Wood, “Hertz Accused of Filing False Accusations of Theft,” *The Philadelphia Inquirer* (Aug. 3, 2020)). In other words, Hertz values its own ability to

continue falsely reporting its customers to the police over the liberty and freedom of its customers.

4. For the overdue cases, Hertz and its top officials are turning potential civil disputes with customers about payment—payment which Hertz has usually already received—and due dates into criminal theft reports and prosecutions. Hertz’s systems are badly out of date and cannot keep track of rental extensions, vehicle locations, and payment. The overdue theft reporting contains other shocking practices. For example, there are instances of Hertz deleting renters’ extensions without telling the renter or the police. Hertz grants customers extensions on their rental, but if a banking notification to the account later comes back as denied (*e.g.*, because of temporarily insufficient funds), Hertz will delete or cancel the rental extensions, backdate the vehicle’s due date, and report the customer for having “stolen” the vehicle. Worse still, Hertz does not tell the customer or law enforcement about the deleted extensions.

5. Other Hertz practices are just as horrifying. As a matter of policy, Hertz misleads police about its customers’ payment histories. Hertz reports customers to the police as having a “net due” on their rental and a denied card, which leads law enforcement to believe a renter has absconded with the vehicle without paying. But Hertz does not even *attempt* to charge the renter until *after* it reports the theft. Phrased another way, Hertz reports the theft before it attempts to charge the renter. And even where the customer pays in full, Hertz never updates the police report. Similarly, Hertz tells police that every renter reported for theft has zero prior (returned) rentals even where that information is false and would negate any intent to steal the vehicle. Hertz also presents a purportedly comprehensive list of communications with the renter to police, but hides from the theft report critical conversations with renters and Hertz personnel at the local rental location, the extension hotline, the customer service department, and the billing department, all of which indicate that the renter is not a car thief. These are just a few of many problems.

6. For the lost inventory cases, Hertz similarly does an abysmal job of keeping track of its vehicles. Hertz reports cars as stolen even though the cars are, in fact, sitting on Hertz lots or were validly rented to customers. In most cases, Hertz has no idea if the cars were actually stolen. Hertz knows that its tracking and inventory control is broken, but reports the cars as stolen anyway. Then, Hertz fails to note in its computer systems that it has reported the cars as stolen. Hertz's failures lead to customers renting vehicles reported as stolen. The problem with that is painfully obvious: an honest customer is pulled over by police and then detained, arrested, imprisoned, and/or prosecuted for driving a "stolen" vehicle.

7. A hallmark of both the "overdue" and "lost inventory" cases is that Hertz performs a woefully deficient investigation before making the police reports, leading to egregiously false and incomplete reports. These truncated and sloppy investigations violate even Hertz's own written corporate policies.

8. Hertz has known about these problems for years, but has done nothing to correct them. Hertz ostensibly believes it is cheaper to continue falsely reporting thousands of customers for theft each year, leading to continuous false arrests ruining customers' lives, than it is to fix its broken systems and stop using the police as a repossession service.

9. On April 4, 2022, defendant Hertz Corporation's CEO, Stephen Scherr, appeared on national television and admitted that Hertz had customers wrongfully arrested. This contradicted years of emphatic denials by Hertz to the contrary.

10. This admission follows years of litigation inside and outside of Hertz's bankruptcy, and hundreds of news pieces across the nation, documenting case after case involving the false detention, arrest, imprisonment, and/or prosecution of Hertz's customers.<sup>1</sup>

11. Scherr rightfully acknowledged that one false report is too many: “It’s unfortunate that even one customer was caught in the middle of what went on.” But the number of falsely arrested Hertz customers was far greater than one. For years, Hertz has falsely reported its customers to the police. Instead of doing anything to try to correct its problems, however, Hertz continued to falsely report its customers to the police despite knowing that its own customers would be falsely arrested.

12. Plaintiffs here are the victims of Hertz’s malfeasance.

## **PARTIES**

### **Plaintiffs**

13. Plaintiff Manuel Garcia Lizasoain is a citizen and resident of Broward County, Florida.
14. Plaintiff Marc Bednarczyk is a citizen and resident of Pinellas County, Florida.
15. Plaintiff Dan Shurtz is a citizen and resident of the State of Kansas.
16. Plaintiff Adam Cuevas is a citizen and resident of the State of Virginia.
17. Plaintiff Ameerah Singleton is a citizen and resident of the State of Texas.
18. Plaintiff Iasia A. Eaves is a citizen and resident of the State of New York.
19. Plaintiff Jenelle Reece-Williams is a citizen and resident of the State of Nevada.
20. Plaintiff Franklin Richards is a citizen and resident of the State of California.
21. Plaintiff Celita James is a citizen and resident of the State of California.
22. Plaintiff Connie Totman is a citizen and resident of the State of Georgia.

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<sup>1</sup> CBS News, “Dozens of customers allege Hertz had them falsely arrested over rental cars reported stolen: ‘It was just terrifying’,” November 4, 2021, <https://www.cbsnews.com/news/hertz-customers-allege-false-arrests-lawsuit/>; Inc. “Hertz Files 3,365 Stolen Car Reports Every Year on Customers Who Rented Its Cars,” Minda Zetlin, March 2022, <https://www.inc.com/minda-zetlin/hertz-lawsuit-arrests-number-unsealed.html>; USA Today, “If you’ve rented a car from Hertz, there could be a warrant out for your arrest,” Katie Wedell and Laura Layden, March 2, 2022, <https://www.usatoday.com/story/money/2022/03/02/rental-car-hertz-warrant-arrest/9330894002/?gnt-cfr=1>

## **Defendants**

23. Defendant Hertz Global Holdings, Inc., (“Hertz Global Holdings”) is a Delaware corporation with principal executive offices located at 8501 Williams Road, Estero, Florida 33928. Hertz is engaged in the automobile and equipment rental businesses worldwide. The Company’s stock is traded on the New York Stock Exchange under the ticker symbol “HTZ.”

24. Defendant The Hertz Corporation (“Hertz Corp.”) is a Delaware corporation with its principal executive offices located at 8501 Williams Road, Estero, Florida 33928. Hertz Corp. runs the car rental operations, vehicle control, corporate security, and all other functions pertinent to this lawsuit.

25. Defendant Hertz Vehicles LLC is a Delaware corporation with principal executive offices located at 8501 Williams Road, Estero, Florida 33928. Hertz Vehicles LLC is the company that is listed as actually owning the vehicles rented out and reported stolen by Hertz. For this reason, Hertz Vehicles LLC falsely portrays itself as the “victim” of the alleged thefts.

26. Defendants Hertz Global Holdings, the Hertz Corporation, and Hertz Vehicles LLC are referred to jointly as “Hertz” or “Defendants” throughout this complaint, unless otherwise specified.

## **JURISDICTION AND VENUE**

27. This Court has jurisdiction over the action pursuant to Fla. Stat. § 26.012 because this is an action in equity and at law in which the matter in controversy exceeds \$30,000, exclusive of interests, costs, and attorneys’ fees.

28. This Court has personal jurisdiction over the Defendants under Fla. Stat, § 48.193(2) because Defendants engage in substantial and not isolated activity within this state because Defendants operate and conduct auto rental businesses in this State, are headquartered in this State, and rent and have rented thousands of vehicles in this State. Defendants rent and have

rented vehicles at locations throughout the State, which include the following locations in Miami: the Miami Airport; 229 S.E. Second Street, Miami (Hertz, Thrifty); 1201 NW 42<sup>nd</sup> Avenue, Miami (Hertz); and 7930 NW 36<sup>th</sup> Street Suite 2101, Miami (Hertz).

29. In addition and in the alternative, this Court has personal jurisdiction over the Defendants under Fla. Stat. §48.193(1)(a) because Defendants operate, conduct, engage in, or carry on a business or business venture in this State. As described at length herein, Defendants operate and conduct auto rental businesses in this State and did so at the time of the incidents forming the basis for the allegations in this Complaint. Defendants rent and have rented thousands of vehicles to citizens of this State and others. Further, in addition to their headquarters, Defendants have multiple offices and storefronts in this State. In Miami-Dade County alone, for example, Defendants have car rental locations at the Miami Airport; at 229 S.E. Second Street, Miami (Hertz, Thrifty); at 1201 NW 42<sup>nd</sup> Avenue, Miami (Hertz); and at 7930 NW 36<sup>th</sup> Street Suite 2101, Miami (Hertz).

30. This Court also has personal jurisdiction over Defendants under Fla. Stat. §48.193(1)(a) because they have committed tortious acts within this State. As discussed below, Plaintiff Manuel Garcia Lizasoain had repeated communications with Hertz employees at the Doral location, who assured him that his rental extension had been validly processed and did not give him any warning about a possible theft report. Nevertheless, Hertz accused him of stealing his rental car. Further, personal jurisdiction is proper under Fla. Stat. §48.193(1)(a) because Defendants have caused injury to persons within this state based on acts committed outside of this state and at the time of the injury, Defendants were engaged in solicitation and service activities within Florida. Upon information and belief, Hertz vehicle control is handled out of Oklahoma City, Oklahoma, and based on deficiencies in Hertz's inventory and vehicle control procedures,

citizens of this State, *e.g.*, Plaintiffs Lizasoain and Bednarczyk, have been injured based on actions committed by Hertz in Oklahoma.

31. This Court has venue over this lawsuit under Fla. Stat. § 47.011, which allows suit to be brought in a county where the cause of action accrued. The causes of action for plaintiff Manuel Garcia Lizasoain, if not others, took place and accrued in Miami-Dade County, as described below.

32. This Court also has venue over this lawsuit pursuant to Fla. Stat. § 47.051 because, as discussed herein, Defendants conduct business in this State and have an agent or other representative in Miami-Dade County.

## **FACTS**

### **SYSTEMIC ISSUES WITH HERTZ'S THEFT REPORTING**

33. A theft report accusing a customer of stealing a vehicle is a serious matter. It has life-altering consequences for the customers and labels the customer as a felon. Hertz's own training materials underscore that the theft report will result in life-altering consequences, including at least a criminal record for the renter.

34. Despite this acknowledgement, Hertz routinely falsely reports its customers to the police for theft because of its faulty systemic practices.

35. There are numerous problems with how Hertz handles rentals, which lead to the wrongful detention, arrest, imprisonment, and/or prosecution of its customers. Hertz knows of these problems, yet Hertz continues its misconduct. The systemic problems include: (1) not recording agreed rental extensions; (2) deleting proper rental extension without warning to the customers because an authorization hold is not accepted; (3) falsely claiming customers do not pay for the rental; (4) failing to follow safeguards against false theft reports; (5) supplying false information in the theft reports; (6) failing to track its inventory and renting stolen vehicles; (7)

failing to withdraw and/or correct a theft report when it knows the information is false; (8) destroying records relating to false theft reports; and (9) maintaining outdated computer systems.

### **HERTZ DOES NOT RECORD RENTAL EXTENSIONS**

36. Customers routinely seek to extend their rentals. Hertz welcomes the extensions and provides several ways for a renter to extend, including calling or visiting the local branch, calling the 1-800 number, and/or using its app.

37. Hertz provides verbal authorization for the extension and the renter continues with the rental.

38. Unfortunately, Hertz's Vehicle Control Unit, the unit tasked with filing police reports, does not have access to the records of local branches or even the call center documenting the extension. As a result, Hertz reports customers who rightfully believe they have validly extended their rentals as having stolen the vehicle—often when even the local branch agrees the customer extended the rental.

39. Because Hertz fails to follow its policy to conduct a local investigation before reporting a customer for theft, discussed further below, the Vehicle Control Unit is unaware of the extension and proceeds with criminal charges against the customer.

### **HERTZ DELETES EXTENSIONS AND BACK DATES DUE DATES**

40. In other instances, Hertz's central computer systems secretly delete customer rental extensions and backdate the rental due date resulting in false police reports claiming the customer never extended or contacted Hertz.

41. Hertz typically does not charge customers until the end of the rental. At the beginning of a rental, Hertz places an authorization hold on the customer's credit or debit card to protect itself from non-payment.

42. After a customer extends the rental, Hertz attempts to place an additional authorization hold on the customer's debit or credit card often unbeknownst to the customer. The authorization hold is not a bill or a demand for payment. It is simply a mechanism to determine if the customer at that point in time has sufficient funds or credit to cover the cost of the rental. It is also not an indication of a customer's willingness or ability to pay. For instance, a customer may extend for a week on the 30<sup>th</sup> day of the month when the customer's bank account may be low, but the customer receives a paycheck on the 1<sup>st</sup> of the month and will have the ability to pay when the rental is due.

43. If, after agreeing to extend a customer's rental, the authorization hold is not accepted, Hertz—without notice to the customer—automatically deletes the extension date in its central computer system and back dates the due date to the original date. The customer rightfully believes he or she has a valid extension while Hertz is creating a record for charging the customer with a crime.

44. Hertz then denies the customer ever contacted Hertz to extend the rental and further denies the customer extended the rental. Hertz reports the customer for theft and provides the original, earlier return date to police.

45. Not only is the customer not informed of the voided extension, but the deletion is also not apparent to certain Hertz employees who have records independent of the central system that record the extension. Again, however, Hertz does not consult these employees or their records prior to filing a police report against the customer.<sup>2</sup>

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<sup>2</sup> Although the extension is erased, the Contract Notebook which contains a history of the rental contacts (which is not consulted by Vehicle Control), sometimes can retain information showing that the renter had contacted Hertz. Hertz, however, does not include exculpatory information from the Contract Notebook or other corporate and local sources in theft reports, making its false reports more egregious.

46. Remarkably, Hertz knows its computer system automatically deletes extension and provides a false due date. Nonetheless, Hertz refuses to discontinue this practice. More shocking, knowing this occurs, Hertz steadfastly denies the customer ever attempted to and/or, in fact, did extend the rental.

### **HERTZ FALSELY CLAIMS CUSTOMERS DO NOT PAY**

47. When Hertz creates a theft report, it reports that the customer has not paid. Hertz, however, does not tell the police that it has not yet billed the customer or that Hertz fully intends to bill the customer and be paid immediately after filing the theft report.

48. Indeed, Hertz fully charges the customer and closes the rental only after filing the theft report. Incredibly, this is not the result of some sort of massive error, but instead has been deliberately written into Hertz's policy since at least 2007:

**D. Closing Associated Rental Agreements**

1. The OKC Vehicle Control Department (North America), Car Control Department (Brazil), Location/Branch Manager (Europe, Australia and New Zealand) **must close the RA after verifying the Theft Vehicle Report with police.** Therefore, North America and Brazil rental locations **must not** close the RA or perform an exchange on the RA.
2. Once confirmed that the theft/conversion has been reported to the police, the responsible management (as listed above) must Close RAs in the ASAP/TAS/CARS+/HTZRENT Post Return or BCHCLOSE applications by:
  - Entering an approximate 'mileage in', estimating 70 miles/100 kilometers per day.
  - Recording the date the vehicle was reported stolen in the 'return date and time' field.
  - Ensuring the Rent and Return locations are the same.
  - Applying the 'best' or lowest rate available.

Hertz W7-02 Theft Reporting Policy.

49. As is immediately obvious, this means that many, if not all, overdue Hertz police reports contain materially false information because Hertz claims the customer had not paid but the customer was not billed until after the police report was filed. Worse, even once paid, Hertz does not correct or update the theft report to inform police that the customer fully paid.

50. Hertz adopted this policy because the police would not accept the theft report if the police knew Hertz was paid. In other words, Hertz has specifically designed its policies to present false and misleading information and increase the likelihood of criminal charges against its customers, while secretly collecting the rental charges for the “stolen” vehicle.

51. Indeed, prosecutors routinely dismiss charges against customers when the customers provide proof of payment.

## **HERTZ FAILS TO FOLLOW SAFEGUARDS AGAINST FALSE POLICE REPORTS**

52. When a vehicle is allegedly overdue or missing, Hertz Vehicle Control generates a “theft package,” which Hertz provides to the police to initiate criminal charges against the customer.

53. Hertz policy W7-02 governs its theft reporting process.

54. Portions of W7-02, such as (a)(4) and (17) and (E), contain sensible and vital safeguards against false reports, but Hertz fails to follow these policies and instructs its employees not to follow the policies.

55. Hertz policy W7-02(a)(17) requires an investigation by a local security manager to confirm the accuracy of theft reports.

56. Hertz, however, instructs the local security managers to skip the local investigation. Additionally, Hertz’s Vehicle Control training materials actually direct employees to ignore the local investigation requirement of W7-02(a)(17). These unjustified directives result in virtually every Hertz theft report being unverified.

57. Indeed, a Hertz corporate designee admitted during a 2017 trial that Hertz instructs corporate security managers to forego the required investigation.

58. A simple investigation by Hertz that complied with its own policy would reveal customer extensions, attempts to extend, customer contact with Hertz, and payments, which would, in turn, reveal that the theft package is materially false.

59. The contrast to the payment issue is striking. Hertz's policy W7-02(D) (which provides for charging credit cards after a rental is reported) is an irrational policy instituted and maintained by the company. However, here, Hertz's policy W7-02(a)(17) requires an investigation to verify the accuracy of the theft package, but Hertz deliberately instructs employees to disregard this safeguard.

60. Subsection (a)(4) requires the completion a checklist for every theft report to ensure compliance with all procedures and an accurate report. The checklist catalogues important details such as the vehicle's movement history, last known location, last known renter, and maintenance records. Hertz consistently ignores the checklist requirement when reporting thefts. On information and belief, Hertz did not complete the required checklist for any Plaintiff in this action.

61. Hertz's policies, as noted in the theft packages, also require efforts to repossess the vehicle before reporting the vehicle stolen. None of the theft packages actually contain any documented effort to repossess a vehicle (beyond a notation that a vendor was hired, of which there are no other records).

### **HERTZ'S THEFT PACKAGES CONTAIN MATERIALLY FALSE INFORMATION**

62. Theft reports filed by Hertz frequently contain other false information. Every report says that the "thief" has zero prior Hertz rentals, even when that is demonstrably false. This critical information directly undermines any criminal intent to steal a vehicle. Reports also often falsely state whether it was an insurance rental, whether a "thief" is part of a rewards club with Hertz, and

certain background information pertaining to the “thief,” including whether they are renting in connection with Lyft or Uber (Hertz’s corporate partners).

63. Additionally, Hertz includes a purported list of contacts with customers in each theft report. Hertz does not tell police that the list of contacts only contains outgoing contacts to the customer, usually automated, from the Vehicle Control Department. Any incoming or outgoing phone calls to or from the local Hertz rental location, extension hotline, billing, roadside, or customer service are not documented in theft reports.

64. The police pursue charges relying on Hertz’s false theft packages, which claim that: (1) the customers did not pay, (2) the customers did not extend the rental or contact Hertz, (3) Hertz internally verified the accuracy of the report, and (4) there is probable cause to conclude that the customers have criminal intent to steal a vehicle.

65. The police are unaware that the theft packages are unverified, one-sided, do not fully capture the rental histories of the customers, fail to record extensions, erase extensions, backdate due dates, contain false payment and other information, and that Hertz destroys internal data which could exonerate the customers and contradict the theft packages.

## **HERTZ FAILS TO TRACK INVENTORY AND RENTS STOLEN VEHICLES**

66. Hertz is quick to report a vehicle stolen when Hertz cannot find it. In most cases, Hertz does not know if the vehicle is actually stolen; Hertz only knows it cannot find the vehicle. These “missing” vehicles are often sitting on a Hertz lot or lawfully rented to a customer. Nonetheless, Hertz defaults to reporting the vehicle stolen to police.

67. In reporting vehicles stolen, Hertz fails to verify the information in theft reports filed with police and does not comply with its written policies for drafting and filing theft reports leading to stolen vehicle reports for vehicles in its possession or rented to a customer. Hertz inventory control systems are broken, and Hertz knows or has reason to know it.

68. While falsely reporting vehicles stolen is a serious problem, Hertz has a bigger problem. It does not properly track the vehicles it reports stolen. As a result, because these purportedly “stolen” vehicles are sitting on Hertz’s lot, it rents vehicles reported stolen to unassuming customers.

69. Law enforcement labels these innocent customers as thieves driving stolen vehicles. When police spot one of these vehicles on the road, the customer is subject to a felony traffic stop, often involving multiple officers surrounding the vehicle with guns drawn. The good-faith renter is then treated like a thief.

70. Hertz rented vehicles reported stolen to police to several of the Plaintiffs in this action, resulting in the detention, arrest, imprisonment, and/or prosecution of these Plaintiffs for driving a stolen vehicle.

### **HERTZ FAILS TO CORRECT FALSE POLICE REPORTS**

71. Hertz repeatedly refuses to withdraw theft reports, even when it has made an obvious error, which results in customers, like Plaintiffs here, dealing with the criminal justice system. Amazingly, Hertz’s spokesperson has admitted to news media that the company refuses to withdraw false police reports to hide the problems with its reports: “Hertz has no mechanism to withdraw a criminal referral because, the company spokesperson said, it has to maintain a relationship of ‘integrity and responsibility’ with law enforcement. ‘In the rare instances this happens, if you report a crime, and you later say it didn’t happen, then law enforcement tends not to believe you if you retract it or say you were mistaken,’ the spokesperson said. ‘Hertz’s continued good relationship with law enforcement is important.’” See Sam Wood, “Hertz Accused of Filing False Accusations of Theft,” *The Philadelphia Inquirer* (Aug. 3, 2020).

## **HERTZ DESTROYS RECORDS PERTAINING TO FALSE POLICE REPORTS**

72. Despite criminally reporting customers for theft and being required by Hertz policy and the law to preserve all related information, Hertz deletes almost all renter information and data. This information and data often contain proof that the customer paid, the customer extended the rental, the customer had no intent to steal the car, and/or Hertz's initial theft report was false. In a prior lawsuit, a court granted severe spoliation sanctions against Hertz for its destruction of documents pertaining to a false police report.

## **HERTZ MAINTAINS OUTDATED COMPUTER SYSTEMS**

73. Hertz maintains outdated computer systems. Hertz's departments are compartmentalized and do not share information. An employee at the local Hertz rental location, or on the corporate extension number, can be extending a rental and have no idea that Vehicle Control considers the car stolen.

74. Hertz has tried to unify all its various computer systems, but the result has been abject failure. Instead of spending money to replace its broken systems, Hertz has decided to shift the costs for inventory control to the taxpayers and callously expose its customers to unlawful detention, arrest, imprisonment, and/or prosecution. Perhaps not surprisingly, when Hertz emerged from its bankruptcy under new management, it listed one of its priority tasks as fixing its computer systems.

## **HERTZ BENEFITS FROM FALSE POLICE REPORTS**

75. Hertz realizes that it is exponentially cheaper to file criminal theft reports against customers, even if they are false, than to track down vehicles. Hertz does not report alleged thefts because it has probable cause to believe the customer has intentionally stolen a vehicle. Indeed, Hertz had no probable cause to file any theft report connected to the allegations in this Complaint. Rather, Hertz accuses its customers of theft for financial gain.

76. By reporting vehicles allegedly overdue or stolen to the police, with little or no investigation or verification, Hertz also gets the following benefits:

- a. Hertz avoids spending money on personnel to verify that the theft reports are accurate and search for vehicles;
- b. Hertz does not have to spend hundreds of millions of dollars updating its rental systems which are badly out of date;
- c. The police immediately recover the vehicle at taxpayer expense, instead of Hertz hiring repossession services;
- d. Hertz writes off the rental car and/or makes an insurance claim for the “stolen” property and/or loss of business use. *See W7-02(F);* and/or
- e. Hertz avoids liability if the vehicle is in an accident. *See Sam Wood, “Hertz Accused of Filing False Accusations of Theft,” The Philadelphia Inquirer (Aug. 3, 2020)* (“[A Hertz spokesman] said that if overdue customers are involved in an accident, Hertz could be liable for damages. ‘To cut the liability off, we report the car stolen.’”).

#### **HERTZ KNOWS IT FILES FALSE POLICE REPORTS**

77. There has been extensive notice to Hertz that it has a serious false theft report problem. Hertz, however, ignores the problem. Hertz views false reports as a risk management exercise of dollars and cents. It is cheaper for Hertz to file police reports and send the police chasing for its vehicles than for Hertz to correct its systems and follow its policies to prevent false police reports.

78. As an example, in or around 2016, various airport police departments held a conference call about deficient Hertz theft reports. Several airport police departments reported that Hertz was falsely reporting vehicles stolen that later turned up on Hertz’s lots. As a result, several police departments stopped taking theft reports from Hertz, including Louisville Regional Airport Authority, and notified Hertz of these problems.

79. In 2017, two separate juries found Hertz liable for falsely reporting vehicles stolen and, in each case, Hertz was exposed to punitive damages. One of these verdicts was an overdue rental case similar to the claims set forth herein in which the customer extended and paid the rental

but Hertz falsely reported the customer for stealing the vehicle. The other jury found Hertz liable for reporting a man for theft who had not rented with Hertz but whose identity was stolen.

80. Beginning in 2017, Hertz's executives received several letters from counsel concerning its false police reports.

81. Upon information and belief, Hertz maintains internal spreadsheets that document false arrests. For instance, in a South Carolina case, Hertz produced a spreadsheet documenting hundreds of false arrest cases. Hertz's claims adjuster, ESIS, also tracks false arrest claims against Hertz.

82. However, equally important is the massive amount of nationwide news coverage of Hertz's false theft report problem. *See, e.g.*, Laura Layden, "Hertz Accused of Falsely Reporting that Customers Stole Rental Cars," Naples Daily News/USA Today (July 23, 2020); Chad Pradelli and Cheryl Mettendorf, "Action News Investigation: Customers sue Hertz for False Theft Claims," 6ABC Phila. (July 7, 2020); Sarah Buduson, "Hertz customers detained, arrested after rental vehicles mistakenly reported stolen," 5ABC Cleve. (May 21, 2019); Katie LaGrone, "Hertz has a pattern of mistakenly reporting cars stolen leaving customers arrested, attorney says," ABC Action News – WFTS Tampa Bay (May 9, 2019); Chad Pradelli and Cheryl Mettendorf, "Investigation: Hertz customers arrested after rental vehicles mistakenly reported stolen," 6ABC Phila. (May 18, 2018). *See also, e.g.*, <https://www.cbsnews.com/video/customers-allege-rental-car-giant-hertz-had-them-falsely-arrested-some-jailed-for-stealing-cars/#x> (Nov. 4, 2021) and <https://www.cbsnews.com/video/claims-are-mounting-against-hertz-from-customers-who-say-they-were-wrongfully-arrested-for-rental-car-theft/> (Dec. 9, 2021). Hertz provided comment for many of these articles, typically delivering a rote statement denying responsibility and personally attacking counsel for Hertz's victims.

83. In its bankruptcy, in which nearly 300 false police report victims have filed claims, a Hertz designee admitted in sworn testimony that Hertz is aware of “inaccuracies” in Hertz’s theft reporting.

84. Defendants have known since at the very latest 2017—and well before—that Hertz has a serious issue of having innocent customers detained, arrested, imprisoned, and/or prosecuted based on false police reports and the failure to track vehicles reported stolen.

#### **HERTZ IS FILING FALSE POLICE REPORTS AND PROSECUTING CUSTOMERS FOR AN IMPROPER PURPOSE**

85. Hertz’s systems are old and not keeping track of inventory and rentals properly. Instead of investing in better tracking systems and spending the time and money to recover vehicles and investigate whether rentals are actually stolen, Hertz is filing police reports so the police recover the vehicle at taxpayer expense. Hertz knows that the customers will almost certainly end up being arrested and prosecuted. The renters are the collateral damage in this scheme.

86. It is no exaggeration to say that Hertz has tried to co-opt law enforcement by turning it into its own private repossession service—placing both its own customers and law enforcement in harm’s way.

87. Hertz is using the police and criminal justice system for an improper purpose, not to bring actual criminals to justice.

88. Further evidence of this improper purpose comes in the form of how Hertz participates in a case once filing a police report.

89. First, when a customer is arrested and Hertz is called at the scene by police to confirm if the customer should be jailed and prosecuted, Hertz as a matter of practice and policy tells the police that if a theft report was filed, the customer should be arrested and prosecuted.

Given that Hertz knows that its reports are inaccurate, Hertz knows that it is likely condemning innocent customers to jail and prosecution.

90. **Second**, Hertz has admitted that even if it knows a police report is inaccurate or incomplete, it will refuse to correct the report so it does not harm Hertz's reputation with police. This practice is an abuse of the system.

91. **Third**, Hertz has a practice and policy of maintaining that it cannot correct police reports or ask that they be withdrawn because it does not have a "mechanism" to withdraw police reports. Hertz is fully aware that it is able to notify police and prosecutors that a police report is erroneous or that it does not desire that a prosecution continue. Moreover, Hertz's refusal to create a "mechanism"—*e.g.*, a policy or practice to withdraw erroneous reports, or reports it does not intend to prosecute—is itself evidence that Hertz allowed meritless prosecutions that it initiated to continue for an improper purpose.

92. **Fourth**, Hertz rarely responds to prosecutors or shows up to court to prosecute cases. Although Hertz is often contacted by prosecutors for documents to prosecute a case, or about court dates on which to present testimony, Hertz rarely appears in court even when it is the alleged victim. Hertz knows that its failure to appear will materially delay and place undue pressure upon the wrongfully accused. This is done by Hertz with the intent and purpose of forcing or attempting to force the defendant to plead to a lesser offense or accept an alternative resolution. Hertz knows that such a result will insulate Hertz from liability, thereby allowing Hertz to continue the illegal practice of filing false police reports to gain a legal and financial advantage. This calculated business practice is an abuse of the criminal justice system.

#### **Plaintiff Manuel Garcia Lizasoain**

93. Plaintiff Manuel Garcia Lizasoain is a citizen and resident of Broward County, Florida.

94. Mr. Lizasoain started an approved multi-month rental with the Hertz Doral (Miami) location in January 2021.

95. He renewed in April, under contract number: 997087652. He was in a Nissan Altima.

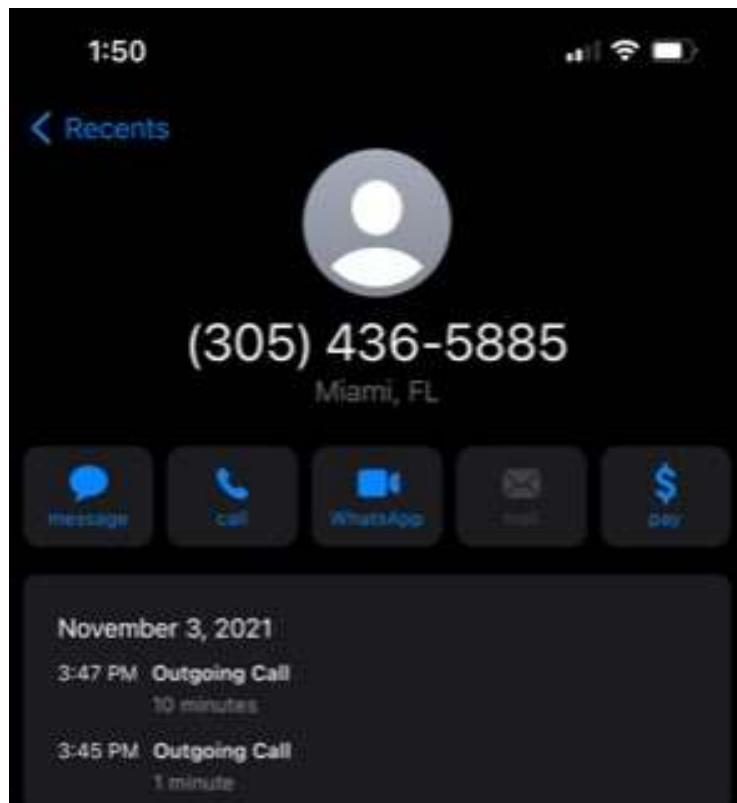
96. Hertz had his Amex card on file and would bill at the end of every month for around \$573.54. These rentals are essentially short term leases and the customers are obviously not car thieves.

97. Mr. Lizasoain s continued renewing the rental and the payments continued to be taken out of his account at the end of every month. His contact at the location was someone named John, who knew him and knew that he was a continuing renter.

98. No one from Hertz called Mr. Lizasoain to say there was a problem.

99. At the end of October 2021, he noticed that Hertz had not taken its payment.

100. As a diligent renter who wanted to make sure that Hertz got its money, Mr. Lizasoain called the Doral location on November 3, 2021, at 3:47 pm:



101. This was the number Hertz's paperwork said to call:

Reserve a Hertz car rental at Miami - Doral HLE. With a wide selection of economy, luxury, and SUV rentals, check out current rental rates today and explore Miami rental cars.



**Hours of Operation:**

Mon-Fri 8:00AM-5:00PM, Sat 9:00AM-12:00PM, Sun Closed.



**Address:**

7930 N W 36 Street , Suite 2101  
Miami , Florida 33166  
United States



**Mobile Phone :**

(305) 436-5885

102. He spoke with John for 10 minutes and asked why the payment had not come out.

John said it must be up for a renewal. Mr. Lizasoain told John that he wanted to renew. John said that was not a problem, that he would note the account for a renewal, and that Mr. Lizasoain should come in the next week or so.

103. John did not tell him about a theft report or any other problems.

104. It was to Mr. Lizasoain's shock that, while out to dinner in Brickell, his rental car

was towed on November 10, 2021. When he ran outside to ask what was happening, the tow truck driver said that the car had been reported stolen.

105. Mr. Lizasoain was reeling. He has no record. He is also in the middle of immigration proceedings and is terrified that they are going to be affected.

106. The tow truck driver said that if Mr. Lizasoain tried to stop the towing he would call police and Mr. Lizasoain would be arrested.

107. Mr. Lizasoain emailed Hertz at 3:06 am on November 11, 2021, and told them:

**From:** Manuel Garcia <[mlizgar@gmail.com](mailto:mlizgar@gmail.com)>  
**Date:** November 11, 2021 at 3:01:06 AM EST  
**To:** "Allen, Chelsea" <[Chelsea.Allen@hertz.com](mailto:Chelsea.Allen@hertz.com)>  
**Cc:** [executivecustomerservice@hertz.com](mailto:executivecustomerservice@hertz.com), [customerrelations@hertz.com](mailto:customerrelations@hertz.com)  
**Subject: COMPLAINT: False police report RR#911903005**

Dear Chelsea and Customer Relationship teams,

I would like to file a complaint and express my total dissatisfaction with how I've been treated by Hertz corporation. I've been renting the referenced vehicle (Nissan Altima EGZ 726) on a multi-month lease program that I've been renewing every 3-4 months periods for a YEAR approximately now and I've been paying every single month the lease, without failing a single one as I had automatic payments on my card and never had a payment returned for any reason. My last automatic payment on the card has been on September 30, 2021 as you can see on the screenshot below.

After realizing that I had not been charged at month end (on October 30, 2021) as usual on my AMEX card and reading your note below, I got in touch with the Hertz office that I've been renting the vehicle from: 36th St, Doral, Florida and I spoke with a representative to let him know my willingness to extend the lease for additional 3-4 month period as I've been doing consistently for the past year. He mentioned that he was taking note of my renewal request, he said that I would be ok and expressed that I just needed to go to the office and sign a lease renewal as I've done in the past. I mentioned to him that I was going to go next Saturday to formalize [it]as I work during the week and I am an hour away from the Doral office. See screenshot of my outgoing call to Hertz Doral office to 305-436-5885. The representative who has always been extending/renewing the multi month lease program, his name is Facundo.

Tonight, November 10, 2021 at 11 pm EST, my car was towed while I was at a restaurant named "The Cocinita" in Brickell, Miami (5th st, Miami, FL), as you can see in the video enclosed to this e-mail, which I took when I saw the towing company loading the car in their truck. The towing company

informed me that the car removal was done under the basis that it was reported by Hertz as been stolen and it been picked up by a cámara-radar nearby which alerted the Towing company. Despite identifying myself as the lessee, they towed the car and they stayed that the police will have to be informed.

Could someone explain how an “stolen report was filed” and consequently had my car removed if my last monthly charge was placed on the account on September 29th? How can no charge has been posted after that even as a hold? How can no one at at Hertz Doral or Corporation has contacted me to attempted to reach out to let me know that my car will be reported as stolen?? And most importantly, how can this false police report has been placed on me specially after speaking to Hertz Doral office and advised of my intention of renewing the lease. This a very serious matter and completely unacceptable. I experienced one of the worst grievances and it could have been even worse, I could have been detained by the police and ended up in prison because someone at Hertz didn’t do properly their job and obviously couldn’t care less and treated a loyal customer that never missed a rental payment and communicated its intention of renewing the lease, like a mere car thief. It was one of the most humiliating experiences. I feel deeply aggravated and extremely unfairly treated.

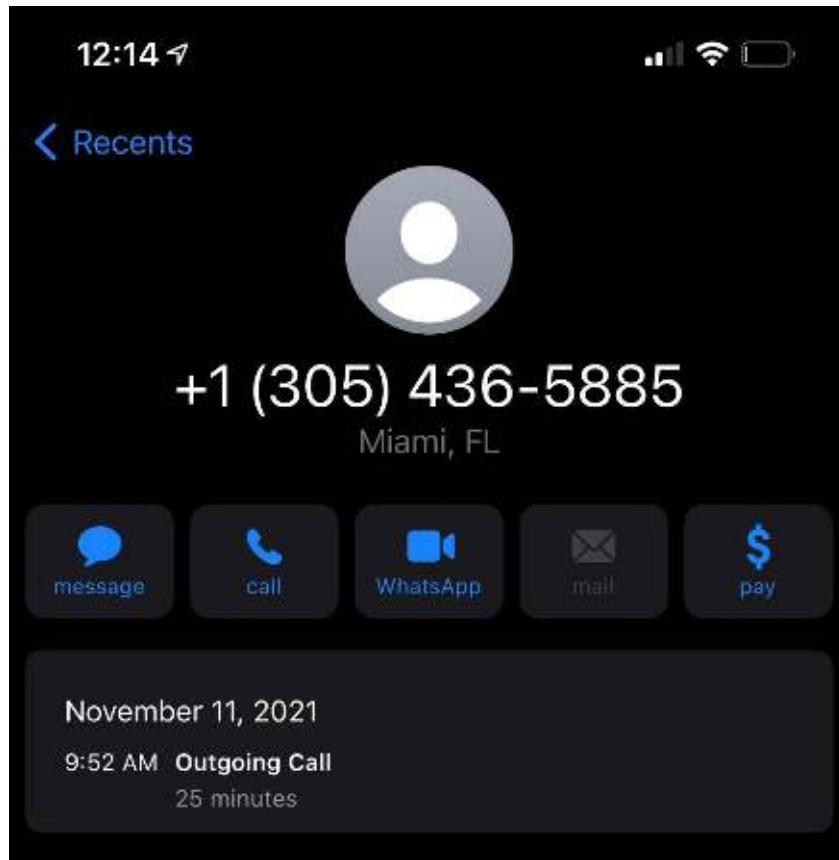
Please note that I will be seeking legal counsel and I reserve my rights to take potential legal actions against Hertz for having allegedly filed a false police report with the damages and consequences that I suffered.

Sincerely,

Manuel García  
[Mlizgar@gmail.com](mailto:Mlizgar@gmail.com)

108. Hertz never responded to his email.

109. At 9:52 am, Mr. Lizasoain called the Doral location on the 305-436-5885 number:



110. He spoke with John again for 25 minutes and asked why John would possibly report him for theft.

111. John assured Mr. Lizasoain that it was Hertz corporate who had filed the theft report, that the location knew nothing about it, and that they were not the ones who had reported the car stolen.

112. Mr. Lizasoain was baffled that Hertz corporate would accuse him of car theft without ever checking with the location he was renting from.

113. Mr. Lizasoain then emailed Hertz corporate on November 28, 2021, and demanded to know if they had filed a police report against him for theft.

114. Hertz's employee Lori Bernard responded that the screenshot Mr. Lizasoain had provided proving that he had spoken to the Hertz Doral location on November 3 was not proof he extended. It was evident that Ms. Bernard and Hertz had not bothered to contact John at the Doral

location to confirm what Mr. Lizasoain was saying.

115. Mr. Lizasoain emailed her back and pointedly observed that Ms. Bernard had avoided answering whether a theft report was filed:

Dear Lori Bernard,

You did not answer my question. Did Hertz file a police report against me and reported the car as stolen? The Hertz Doral location absolutely knew that this was not a stolen car and this was not a car theft. I never received any phone call regarding this and I followed up with the location on November 3rd to verify that I needed to extend the rental and the representative confirmed that extent.

It's inconceivable that Hertz would report a multimonth customer like me that I joined in January 2021 (not since April as you are stating) and has been extending the rental consistently ever since without missing a payment.

Please let me know immediately when and where a theft report was filed.

116. She responded on December 1, 2021, that Mr. Lizasoain had been reported for theft, apparently without Hertz ever contacting the location Mr. Lizasoain had been renting from and in touch with:

As stated previously after reviewing our records, I found no evidence that our Doral, CA location extended the contract on November 3rd, 2021. Please keep in mind when a customer fails to return rental property as agreed without extending the contract this is considered theft. In addition, we are not empowered to dismiss the police report that was filed with the authorities. Therefore, you must address this matter through the court system.

117. This response is bizarre for several reasons. Why would Hertz not contact the Doral location before filing a theft report? Why would Hertz not contact Doral employees after he complained the theft report was false to confirm Mr. Lizasoain's version of events?

118. Most importantly, why would Hertz falsely tell Mr. Lizasoain that it is not "empowered to dismiss the police report that was filed with authorities" now that Hertz knows that he is explicitly contesting its accuracy and has provided objective telephone evidence that needs to be followed up on?

119. Mr. Lizasoain is preparing to be arrested. He has been utterly devastated by what is

happening. As noted, he is a green card holder and is terrified that this is going to harm his immigration status. This is a complete and total nightmare.

120. He was supposed to return to his native Spain to handle his father's estate, but Hertz's false theft report has prevented him from traveling.

121. As a direct and proximate result of Hertz's conduct, Mr. Lizasoain was accused of car theft, reported to the police, is facing prosecution, and has suffered severe mental and emotional harm, including anxiety, sleeplessness, and depression. He is watching his life fall apart.

122. There was no probable cause for Hertz to report Mr. Lizasoain for any crime at any point in time.

### **Plaintiff Marc Bednarczyk**

123. Plaintiff Marc Bednarczyk is a citizen and resident of Pinellas Country, Florida.

124. On November 5 or 6, 2020, Marc rented a minivan from Hertz located at Suncoast Chrysler Jeep Dodge RAM, 8755 Park Blvd, Seminole, Florida 33777.

125. His Hertz rental agreement number was 40147354.

126. He used his Visa credit card to secure the rental, but the initial rental fees were covered by his insurance company, State Farm. When his insurance coverage ended, he regularly authorized Hertz, by phone call or email, to charge his card to extend the rental. He would regularly see Hertz rental fees on his credit card statements.

127. After about three weeks with the minivan, he went to Hertz at the Tampa International Airport to exchange the vehicle for a Nissan Altima.

128. On February 1, 2021, Mr. Bednarczyk informed Hertz that he was out of the state taking care of a family member and authorized Hertz to charge his credit card as needed to extend the rental.

129. On February 2, 2021, Mr. Bednarczyk emailed Hertz and further explained the situation and provided explicit authorization to charge his card.

130. On February 24, 2021, Hertz charged \$2,420.79 to his credit card. Mr. Bednarczyk presumed that there were no issues with his relationship with Hertz, having just given them thousands of dollars in business.

HERTZ #0743711 SEMINOLE FL	
Amount	\$2,420.79
Posted Date	02/27/2021
Transaction Date	02/24/2021
Transaction Type	Purchase
Card Type	Visa
Merchant Description	HERTZ CORPORATI ON

131. On March 9, 2021, Hertz sent a tow truck to repossess the vehicle. Mr. Bednarczyk was in shock because Hertz did not contact him to demand that the vehicle be returned.

132. Mr. Bednarczyk thought that the car had been privately repossessed by Hertz and that the rental was over. What he did not know was that the car had been towed because it was already reported stolen.

133. On information and belief, Hertz did not include any of his communications with Hertz in the theft report.

134. On April 21, 2021, two officers from the Pinellas County Sheriff's office in Pinellas County, Florida visited Mr. Bednarczyk at his home in Madeira Beach.

135. The police informed him that he was charged with ‘failure to redeliver a hired vehicle,’ arrested him, placed him in handcuffs, and put him in back of their vehicle. Mr. Bednarczyk was in disbelief.

136. The trip to Pinellas County jail took three hours because the police were picking up other people. Mr. Bednarczyk, who suffers from claustrophobia, and expressed this to the officers, was stuck in a tight space, had trouble breathing and was fearful for his life.

137. He was released the same day on a \$1,000 bond. The next day he hired a lawyer.

138. The theft report was completely false. Mr. Bednarczyk believes that it omitted his contacts and extensions with the company that made it clear he was a valid renter. It also omitted that he was an insurance renter who had obviously not stolen the car. It falsely claimed that he owed a Net Due \$2,420.79 when he had in fact paid that amount. Furthermore, even though Hertz is prohibited from reporting a car stolen if it can locate and tow the car, Hertz made no attempt to do so, instead reporting it stolen so the police would tow it at taxpayer expense.

139. On April 22, 2021, after being arrested, he called Hertz on the corporate numbers and left messages about his false arrest, but could not reach anyone.

140. He eventually reached Tamara Walker by phone, whom he understood to work for Hertz in claims.

141. He told Tamara that he had been falsely arrested over this rental. She was horrified and profusely apologized.

142. He told her he needed confirmation that he had paid his bill for the rental to prove his innocence. She asked for his email and then sent him a letter.

143. Below is a screenshot of Hertz’s confirmation that he had paid for the rental:



The Claims Center  
P.O. Box 948339  
Maitland , FL 32794

April 22, 2021

Marc Bednarczyk  
5990 TERRACE PARK DR.  
Saint Petersburgh, FL 33709

Hertz Claim Number: 24460136

Our client has placed this account under the following status.

Paid in full	\$2,034.72
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144. This email and letter was sent the day after Mr. Bednarczyk was arrested.

145. On May 18, 2021, the prosecutors dropped the case and said an investigation had revealed no basis to proceed:

v.  
MARC J. BEDNARCZYK  
PID 310754412

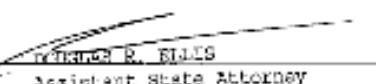
1 FAILURE TO REDELIVER HIRED  
VEHICLE

NO INFORMATION

The State Attorney, having taken testimony under oath at a State Attorney investigation, concludes that the facts and circumstances revealed do not warrant prosecution at this time.

Dated: MAY 18 2021

BRUCE BARTLETT, State Attorney  
Sixth Judicial Circuit of Florida

By:   
Jennifer R. Miles  
Assistant State Attorney  
Bar No. 515884

146. As a direct and proximate result of Hertz's conduct, Mr. Bednarczyk was falsely arrested, jailed for 1 day, and prosecuted for 94 days. He has suffered severe emotional and mental distress, including anxiety, depression, and sleeplessness. He has also suffered harm to his reputation, and financial damages such as having to pay a bond and hire an attorney.

147. There was no probable cause for Hertz to report Mr. Bednarczyk for any crime at any point in time.

**Plaintiffs Dan Shurtz**

148. Dan Shurtz is a citizen and resident of the State of Kansas.

149. Mr. Shurtz, a Hertz Gold Club Member, regularly rented from Hertz because he traveled for work three days a week. Mr. Shurtz booked the rentals online and the rental period was for two or three days at a time.

150. On March 12, 2018, he rented a vehicle from Hertz located at the Dwight D. Eisenhower National Airport in Wichita, Kansas.

151. While returning from work on Wednesday, March 28, 2018, Mr. Shurtz was driving on Interstate 35 when he noticed a Kansas State Trooper patrol car following him.

152. The trooper pulled up behind him, flashed his lights, and followed him onto the shoulder of the highway.

153. A second patrol car arrived, and the troopers with guns drawn instructed Mr. Shurtz to “place his hands outside the vehicle” and exit slowly. Walking backwards slowly towards the troopers, Mr. Shurtz was placed on his knees, handcuffed, and arrested.

154. The troopers then told Mr. Shurtz his vehicle was caught on camera entering the state of Kansas, and the license plate was identified as stolen.

155. This information was completely shocking to Mr. Shurtz because he did not steal the rental vehicle and had in fact just rented it a few days prior.

156. Mr. Shurtz told the trooper the vehicle was a rental from Hertz, and showed the trooper his rental agreement as proof.

157. The trooper then contacted Hertz for an explanation.

158. Hertz told the trooper the license tag was reported as stolen in St. Louis, Missouri.

159. Essentially, Hertz switched the tags on its vehicles without registering the switch. Then, when it could not find the tag, without any real investigation or knowledge the tag was stolen, Hertz reported it stolen. Hertz then rented out the tag and vehicle to an unsuspecting customer, Mr. Shurtz, who was then arrested for car theft.

160. The troopers removed the handcuffs on Mr. Shurtz and told him to take the car back to Hertz.

161. The next day Mr. Shurtz returned the rental to the local Hertz office. A Hertz representative confirmed that he was rented a stolen vehicle and said, “we are sorry about you getting arrested.”

162. At that time, Mr. Shurtz had no idea this was caused by systemic problems within Hertz, or that there were other victims.

163. As a direct and proximate result of Hertz's conduct, Mr. Shurtz was falsely reported to the police which resulted in his wrongful arrest. Mr. Shurtz suffered severe mental and emotional harm, including but not limited to anxiety, sleeplessness, depression, and humiliation.

164. There was no probable cause for Hertz to have Mr. Shurtz arrested or to report the license plate stolen.

### **Plaintiff Adam Cuevas**

165. Adam Cuevas is a citizen and resident of the State of Washington.

166. From October 2018 through February 2020, Mr. Cuevas worked for LYFT and regularly rented vehicles from Hertz as part of the Lyft Express Drive Program. All of his contacts with Hertz were through LYFT. He rented the vehicle from Hertz in Seattle.

167. He was always up to date with his rentals, which under the Lyft program auto renew each week.

168. On or around January 15, 2020, Mr. Cuevas was driving through the International District in downtown Seattle, Washington when he noticed police officers following him.

169. As he was pulled over, 6 more officers arrived. The police drew their guns, pointed them at Mr. Cuevas, and ordered him out of the vehicle. At this point, Mr. Cuevas was in fear for his life.

170. He was told that he was in the possession of a stolen vehicle, and was handcuffed and detained by the police.

171. Mr. Cuevas desperately explained to the police that he had a valid rental contract, and showed it to them. He was just a Lyft driver.

172. The police then contacted Hertz to figure out if Mr. Cuevas was telling the truth. Hertz eventually informed the officers that Mr. Cuevas had validly rented the car but that the company had rented him a “stolen” car previously reported as stolen before his rental started.

173. This is outrageous and there is no excuse for this conduct. The police were shocked. He was let go.

174. The following day, Mr. Cuevas contacted Hertz demanding an explanation for their outrageous treatment of him, but Hertz acted like they had no knowledge of Mr. Cuevas’ false arrest or of renting him a car that was listed as stolen.

175. Mr. Cuevas did not know that serious and systemic issues inside Hertz led to his arrest. On information and belief, Hertz lost the car in its inventory and, instead of investigating or double checking where the car was, reported the car stolen. It is outrageous, intolerable, and completely unacceptable that a rental car customer be rented a “stolen” car, and that Hertz report lost inventory as stolen without any knowledge it is stolen.

176. As a direct and proximate result of Hertz’s conduct, Mr. Cuevas was falsely arrested at gunpoint and held in handcuffs. He feared for his life. This resulted in extreme mental and emotional distress, including anxiety, sleeplessness, and depression.

177. There was no probable cause for Hertz to have Mr. Cuevas arrested.

#### **Plaintiff Ameerah Singleton**

178. Plaintiff Ameerah Singleton is a citizen and resident of Texas.

179. In May 2017, Ms. Singleton’s truck was in an accident and needed repair. The other driver’s insurance company, State Farm, helped her secure a rental with Hertz.

180. The vehicle was rented from the Hertz location at 6868 Florida Blvd, Baton Rouge, LA 70806.

181. The agreement with Hertz was for a week-to-week rental, and State Farm was extending the rental.

182. In or around July/August 2017 Ms. Singleton's was travelling to Montgomery, AL to drop off the Hertz vehicle and pick up her personal vehicle from the repair shop.

183. While getting gas in Gulfport, Mississippi, a tow truck arrived and towed her vehicle back to Hertz.

184. Ms. Singleton was shocked seeing her rental vehicle being towed, as Hertz had not contacted her about wanting the vehicle returned.

185. Ms. Singleton called the Hertz location in Baton Rouge, but received no answers as to why the vehicle was towed.

186. After the vehicle was towed, Hertz did not reach out to Ms. Singleton to explain why they towed her rental vehicle.

187. On or around September 15, 2017, while getting gas in Gulfport, MS, she was approached by two police officers. They informed her that there was a warrant out for her arrest due to possession of a stolen vehicle. She was shocked.

188. She was arrested and taken to jail in Baton Rouge where she spent 2 days.

189. She was then transferred to East Baton Rouge Correctional Facility and spent two more days in jail.

190. After spending a total of four days in jail, she eventually paid a \$2,800 bond and was released.

191. She has not received any information since concerning any potential upcoming court date.

192. It has been more than 1,581 days since her arrest and her case is still pending.

193. As a direct and proximate result of Hertz's conduct, Ms. Singleton was arrested, charged with theft of a stolen vehicle and spent four days in jail. Since her case hasn't been officially dismissed, she still lives in fear that she will be arrested and sent back to jail. These experiences have caused severe emotional and mental harm, including anxiety, sleeplessness, and depression.

194. There was no probable cause for Hertz to report Ms. Singleton for any crime at any point in time.

#### **Plaintiff Iasia A. Eaves**

195. Plaintiff Iasia Eaves is a citizen and resident of the State of New York.

196. On April 5, 2017, Ms. Eaves rented a car from the Hertz located at 101 James Doolittle Blvd, Uniondale, NY 11530. This location was attached to a Marriott hotel.

197. She used her American Express Credit card and would call each week to extend the rental.

198. Ms. Eaves observed charges from Hertz on her American Express credit card statements.

199. On May 17, 2017, Hertz closed her account and charged her \$3,921.55

200. Unbeknownst to Ms. Eaves, on May 19, 2017, a warrant was issued for her arrest.

201. At no point did Hertz reach out to Ms. Eaves to let her know that they wanted the car returned.

202. On September 13, 2017, while staying at the Pines Motor Lodge in Westbury, New York, Nassau County police came to her room and asked to speak with her about the Hertz vehicle.

203. She followed the police outside where the cops informed her that the car had been reported as stolen. She was shocked.

204. The police placed handcuffs on her and arrested her.

205. She was taken to the Nassau County Jail.

206. The police were able to contact Hertz to check the status of Ms. Eaves's rental contract. They confirmed that she had a legal rental agreement.

207. The police then called American Express to verify payment, which was confirmed.

208. Hertz informed the police that there was a so-called "miscommunication" between the local and the corporate offices concerning the status of Ms. Eaves's rental agreement.

209. The following day, September 14, 2017, the police released her after 2 days in jail, but kept the vehicle which was later towed back to Hertz.

210. After being released from jail, Ms. Eaves Iasia contacted Hertz to inquire about why the police had a warrant for her arrest. Hertz apologized and told her directly that there was a mistake between the local and corporate offices, but never withdrew the case.

211. On February 6, 2018, she hired a lawyer, Mr. Scott Gross, to represent her at her court appearance.

212. After months of being falsely prosecuted, the case against her was dismissed on October 15, 2018.

213. Due to the lengthy prosecution, she lost her job and had trouble keeping a job.

214. As a direct and proximate result of Hertz's conduct, Ms. Eaves was arrested, and sent to jail. Since her arrest she has suffered from anxiety and depression. These experiences have caused severe emotional and mental harm, including anxiety, depression, and sleeplessness.

215. There was no probable cause for Hertz to report Ms. Eaves for any crime at any point in time.

### **Plaintiff Jenelle Reece-Williams**

216. Plaintiff Jenelle Reece-Williams is a citizen and resident of Nevada.

217. Ms. Reece-Williams rented a car from Hertz on September 15, 2018 at the McCarran (now Harry Reid) Airport location in Las Vegas, NV. She put down a Capital One card for the rental, and her aunt put down a Wells Fargo card as extra security. The rental number was 104983351.

218. The rental was for two weeks. She, however, extended the rental each week with the corporate 1800 number. She was using the rental to relocate to the Charlotte, NC area.

219. She also received contact from Hertz employee Shana Trotter on October 3, 2018, asking her to extend, which she did on the provided 1800 number. She thought this was odd because she had been extending.

220. On or around the beginning of November 2018, Ms. Reece-Williams's card was charged \$2,100. She figured that everything was fine.

221. On or around November 6, 2018, she was pumping gas off Albamarle Rd. in Charlotte, NC. While she was in the store, police officers ran her plates. When she got back in the car they approached her and ordered her out of the rented car stating that it was stolen.

222. The police officers handcuffed her and she stood there humiliated as she waited 15 minutes for a female officer to arrive to pat her down. She was then frisked in full view of the public.

223. She told the police that this was just a rental and must be a mistake. No one listened.

224. Her arrest # was 01768173.

225. The police officers then took her to an interrogation station and let her sit there for 1 hour. From there they then took her to Mecklenburg County jail. Her inmate number was 18-078804.

226. Ms. Reece-Williams was jailed for 2 weeks in November 2018, while the jail claimed they “lost her file.” She was in solitary confinement the entire time. She was going out of her mind and her pleas for help were ignored.

227. Ms. Reece-Williams was charged with possessing a stolen vehicle.

228. The entire time her family had no idea where she was, including her 11-year old son who had been staying with her brother the weekend she was pulled over.

229. On top of everything else, her allergies and asthma began acting up and she had breakouts.

230. On the second to last day, she was let out into a small recreation square, and able to call a private attorney, who then bailed her out the day before Thanksgiving.

231. Following her release, she was homeless. She had no way to contact her family and they had no idea where she was. She eventually had to beg for charity to get a room for the night and to borrow someone’s phone.

232. Her family was about to report her missing, and they had called Child Protective Services (“CPS”) because she had disappeared without a trace.

233. When she reappeared, her family was doubtful and skeptical that she did not steal the car. Ms. Reece-Williams and her aunt did not speak for years following her arrest due to a feeling of betrayal. Her aunt’s card was charged for the rental.

234. She also had to spend an enormous amount of time convincing CPS that she was a fit mother. It was an excruciating and totally humiliating ordeal.

235. A court date was set when she was released around mid-January 2019.

236. Before the court date, Ms. Reece-Williams called Hertz likely over 100 times from November 2018 to mid-January 2019 demanding to know what happened. She threatened litigation, told them what happened was wrong, and told them they had to fix this.

237. She never got any satisfactory answers. However, Hertz eventually refunded around \$2,000 it had charged to her aunt's card.

238. She also called a Hertz 1-800 number to get her belongings back which were in the car. She was directed to the Charlotte airport lost and found and she spoke with a lady there. Hertz kept telling her they could not find anything. After she demanded that they produce her belongings, they produced a minuscule portion.

239. When she appeared for her court date in mid-January 2019, she learned that the charges had been dismissed without explanation. She had no idea what was happening.

240. Even though the charges were dismissed, the fall out continued.

241. Her mugshot and an article about her arrest appeared in the Charlotte Observer.

242. She had hoped that no one saw or read the article—until a random Uber driver she had called recognized her. It was completely humiliating.

243. Googling her name showed her mugshot and prison profile.

244. As noted, she had to explain to CPS that she was not a car thief and was a fit mother.

245. In addition, when she goes for job interviews the arrest invariably appears on background checks and she has to explain what happened, which is extremely uncomfortable.

246. She spoke with Hertz in 2021, demanding to get removed from the do not rent list, explaining that she was falsely accused. She has gotten nowhere.

247. As a direct and proximate result of Hertz's conduct, Ms. Reece-Williams was falsely arrested, jailed for two weeks, prosecuted on criminal charges for theft, made homeless,

almost lost her child to child services, had her personal and family relationships damaged, had her reputation destroyed, lost her possessions in the car, and has suffered severe mental and emotional harm, including anxiety, depression, and sleeplessness.

248. There was no probable cause for Hertz to report Ms. Reece-Williams for any crime at any point in time.

#### **Plaintiffs Franklin Richards and Celita James**

249. Plaintiffs Franklin Richards and Celita James are citizens and residents of California.

250. Mr. Richards was a returning Hertz renter. He had previously rented with Hertz around 10 times from LAX airport in California.

251. He rented a car from Hertz on or around June 4, 2016, from Hertz. The rental was for one month and then he extended for another month with the location.

252. It was the end of July or the beginning of August when Mr. Richards and his wife Ms. James saw a large charge hit their card. Then, a few days later, they were felony stopped by the LAPD Southwest Division with 8 cars and a helicopter in Crenshaw. The police had their guns out. It was terrifying.

253. The officer told Mr. Richards that the car had been reported stolen out of Texas. Mr. Richards had not rented the car from Texas, but recalls that it did have a Texas plate.

254. He was jailed for 7 days at the 77th St. precinct. He bonded out for around \$1,200.

255. While Mr. Richards was jailed, his wife Ms. James called Hertz at the 1800 number and demanded an explanation for the false report. No one would tell her anything.

256. She also confronted employees in the Hertz location, but no one had any explanation and she got nowhere.

257. A day or two after his release, Mr. Richards went back to the station to get the details on when he had to appear in court; he was told there was no record of his case and there were no charges. He was confused, but relieved.

258. The report was false. The car was in fact extended and paid for. He was a returning renter who had obviously not stolen the car. Hertz had no grounds to file this false report. That the car was reported stolen in Texas, when it was being rented to Mr. Richards in Los Angeles, points to a massive inventory management and vehicle control breakdown inside Hertz.

259. When the rental car was impounded, Mr. Richards and Ms. James had valuable business garments and samples in the car which they never got back. This totaled \$5,000.

260. Unbeknownst to Mr. Richards until 2020, Hertz's false accusation continues to follow him. In 2020, he applied for a government job and the background check revealed a pending warrant for his arrest for possession of a stolen car. He then called a Los Angeles court and they confirmed it was related to the Hertz incident.

261. This was a huge shock to him. He believes he is being prosecuted to this day and fears being arrested and prosecuted.

262. As a direct and proximate result of Hertz's conduct, Mr. Richards was falsely reported to the police which resulted in him being arrested, jailed for 7 days, and prosecuted for over 2000 days and counting. He suffered extreme mental and emotional distress, including anxiety, depression, and sleeplessness. His reputation was damaged, he lost job opportunities, and he also lost valuable personal and business belongings.

263. As a direct and proximate result of Hertz's conduct, Ms. James was falsely arrested at gun point and also lost valuable personal and business belongings. She also suffered extreme mental and emotional distress, including anxiety, depression, and sleeplessness.

264. There was no probable cause for Hertz to report or prosecute Mr. Richards for any crime at any point in time, nor to have Ms. James arrested.

**Plaintiff Connie Totman**

265. Plaintiff Connie Totman is a citizen and resident of the State of Georgia.

266. On April 29, 2016, Ms. Totman rented a vehicle from Hertz at the Columbia Metropolitan Airport, 3250 Airport Boulevard West, Columbia, South Carolina 29170. The rental number was 585227996.

267. She secured the rental with her bank debit card.

268. She had the car for around two weeks. Since she was hiking the Appalachian Trail, she had a deal with Hertz to drop the car off at the Appalachian Trailhead in Suches, Georgia. After parking the car, she called Hertz and gave them the coordinates so Hertz could retrieve the car.

269. Ms. Totman was then on the trail for one month. During this time, she had no phone service and was unable to answer her phone or check her emails.

270. When she arrived back in town, she opened up an email from Hertz. It contained a receipt from Hertz confirming that her rental had been paid and was complete.

271. She then attempted to rent a hotel room so she could shower and rest. However, she was baffled when her debit card was declined due to insufficient funds. She called her bank and was informed that her bank account had been overdrawn. She then observed on her bank statement a charge from Hertz for \$3,936.52.

272. Ms. Totman immediately contacted Hertz demanding an explanation. Hertz informed her that they could potentially file charges of Grand Theft Auto against her, and she explained that was ridiculous.

273. However, Ms. Totman's bank then contacted Hertz, confirmed that the \$3,936.52 was a mistake, and Hertz reimbursed Ms. Totman. At this point, Ms. Totman believed that her contract with Hertz was complete and that there were no other issues.

274. In or around September 2016, Ms. Totman was in downtown Cleveland, Georgia when local police ran her ID. She was then informed that she had a warrant on her from South Carolina. She was handcuffed and placed in the back of a police car.

275. The police then informed her she was being released from custody because she was "non-extraditable."

276. After her arrest, Ms. Totman contacted a lawyer to ask advice as to what to do about a warrant from South Carolina. The lawyer told her that "the only way to get the warrant off her record was to go to jail, and then show the courts that they had no case."

277. Ms. Totman called Hertz again because of the false report. Hertz had no clue and could not help, but still tried to assure her that the situation had been resolved. It had not been resolved.

278. Then, in February 2017, while at Fort Gordon in Georgia, her ID was checked by the military at the gate. Ms. Totman then went shopping at PX, the military shopping center, when police arrived and arrested her. She was handcuffed and once again detained for questioning. Yet again she was let go because she was non-extraditable.

279. In or around July 2017, Detective Ellis from Airport Security at the Columbia Airport in South Carolina contacted Ms. Totman to help her address the issue of the warrant. He recommended turning herself in to the police to address the outstanding warrant.

280. On October 1, 2017, Ms. Totman met Detective Ellis at the Columbia Airport Police Station. She was arrested, jailed, and released that same day on her own recognizance.

281. Upon her release, Ms. Totman hired a lawyer to represent her in court. On June 3, 2019 at the 9<sup>th</sup> Judicial Circuit Court in Charleston, South Carolina, the charges against Ms. Totman were dismissed.

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282. Hertz had apparently deleted all its records from the 2016 rental, even though its policies mandate keeping all records related to a renter reported for theft for 7 years. Those deleted records would have proved that Ms. Totman was absolutely and unequivocally innocent, and that Hertz had made a false police report. Hertz reported her for theft with little or no investigation and verification.

283. As a direct and proximate result of Hertz's conduct, Ms. Totman was falsely reported to the police which resulted in her being arrested 3 times, incarcerated for one day, and prosecuted for 1,091 days for a crime which Hertz knows or has reason to know she did not commit. These experiences have caused severe mental, emotional, and financial harm, including anxiety, sleeplessness, and depression

284. There was no probable cause for Hertz to report Ms. Totman for any crime at any point in time.

## **HERTZ'S LIABILITY**

285. In addition to its direct liability for its policies, procedures, and instructions to employees that gave rise to the allegations asserted herein, Hertz is vicariously liable for the conduct of its employees in all of their actions and/or inactions giving rise to the false theft reports at issue in this case.

286. At all relevant times, Hertz was the employer of any and all individuals at local rental locations, 1-800 numbers, customer service or managerial level individuals at Hertz (collectively, “Hertz Personnel”) discussed directly or indirectly herein.

287. At all points, the conduct, actions, and omissions of Hertz Personnel, as described herein, were foreseeable to Hertz.

288. Hertz Personnel took all actions forming the basis of the allegations in this Complaint within the scope of their employment and at Hertz’s express direction and with Hertz’s blessing.

289. Hertz Personnel acted within the scope of their employment because they were performing the kind of work they were hired to perform, substantially during Hertz’s normal hours of operation and substantially from places and locations authorized by Hertz, and for the purpose of serving and benefitting Hertz. Hertz Personnel were not, at any time, acting solely for their own purposes but pursuant to Hertz’s directives to carry out the duties of their employment.

290. Because all Hertz Personnel acted within the scope of their employment at Hertz and at Hertz’s express direction and with Hertz’s blessing, their conduct is imputed to Hertz under the doctrine of *respondeat superior*. As such, Hertz is vicariously liable for the acts and omissions of the Hertz Personnel.

291. Alternatively, to the extent any Hertz Personnel could be said to have acted outside the scope of his or her employment, Hertz is still vicariously liable for its employees’ actions

because:

- a. given Hertz's objective to use the criminal justice system as a repossession service as described herein, Hertz intended, or was at least reckless or negligent with respect to, the conduct or the consequences of its employees' actions or inactions;
- b. Hertz Personnel acted on Hertz's behalf under its actual or apparent authority;
- c. Hertz Personnel were assisted in accomplishing the torts described herein by their employment relationship with Hertz.

292. Defendants are also liable for the conduct of the police. Defendants encouraged and substantially assisted the police in accomplishing the detention, arrest, and/or imprisonment of Plaintiffs knowing that such conduct was tortious in nature and knowing that Defendants' conduct breached the duties they owed to Plaintiffs.

293. Additionally, Defendants ordered and/or induced the police to detain, arrest, and/or imprison Plaintiffs when they knew or should have known that there was no basis to detain, arrest, and/or imprison Plaintiffs and that the detention, arrest, and/or imprisonment of the Plaintiffs by Defendants themselves would also have been tortious conduct subjecting Defendants to liability.

### **CLAIMS FOR RELIEF**

#### **COUNT I**

##### **Malicious Prosecution**

294. Plaintiffs Bednarczyk, Eaves, Reece-Williams, and Totman (for purposes of this count, the "Malicious Prosecution Plaintiffs") incorporate by reference Paragraphs 1 through 92, 123 through 147, 195 through 248, 265 through 284, and 285 through 293, as if fully set forth herein.

295. The Malicious Prosecution Plaintiffs have been subjected to original judicial proceedings in the form of criminal proceedings (including but not limited to arrest and/or criminal prosecutions) brought by Defendants as a result of their rental car arrangements with Defendants.

296. The original judicial proceedings against the Malicious Prosecution Plaintiffs were brought by and/or at the instance of Defendants.

297. Each judicial proceeding against the Malicious Prosecution Plaintiffs was terminated in his or her favor.

298. Hertz failed to follow, and in fact deliberately disregarded, its own basic standard operating procedures and protocols designed to prevent false police reports, including Hertz national policy W7-02(a)(4) and (17) pertaining to investigating and verifying theft reports. Hertz also failed to properly reconcile vehicles and license plates it had reported stolen, before renting vehicles to customers, and failed to mark vehicles in the system as “hot,” in violation of W7-02(E). Additionally, Hertz policy W7-02(D) is intentionally drafted and implemented to cause prosecutions by providing false payment information to police.

299. Defendants directly and proximately caused the commencement and continuation of judicial proceedings against the Malicious Prosecution Plaintiffs without probable cause. The criminal proceedings against each of the Malicious Prosecution Plaintiffs lacked probable cause from inception because Defendants, *inter alia*: (1) falsely told the authorities the renter had not paid for the rental car, (2) conveyed a false history of the renters’ contacts and extension history with Defendants to the authorities, (3) failed to tell police that Defendants’ systems erase rental extensions without notice to customers or Defendants’ employees, (4) failed to convey to the police exculpatory information, (5) never properly investigated or verified the alleged theft, (6) destroyed all rental information regarding the renters thereby preventing the authorities and the accused from obtaining exculpatory information; (7) knew or should have known in light of their records concerning, *inter alia*, payments and/or rental extensions, that the Malicious Prosecution Plaintiffs had permission to use the rentals and otherwise had no criminal intent to steal the rental vehicle; (8) provided materially false information to the police; (9) failed to realize that the vehicle

had been rented out and then reporting the vehicle stolen despite having no idea if it was stolen, and/or (10) rented vehicles that were previously reported stolen to unwitting customers. At the very least, Defendants knew or should have known that the charges against the Malicious Prosecution Plaintiffs were false and that there was no probable cause when Defendants reported the supposed crimes.

300. In all instances when Defendants were asked to help drop the prosecutions, they falsely told the Malicious Prosecution Plaintiffs that they were powerless to do so, thereby disregarding their duty not to continue prosecutions for which there is no probable cause.

301. There was no basis for the initiation of criminal charges against the Malicious Prosecution Plaintiffs and the Malicious Prosecution Plaintiffs would never have been prosecuted if Defendants were honest with the police. Similarly, there was no basis to continue prosecution of the criminal charges against the Malicious Prosecution Plaintiffs, yet Defendants refused to correct the record or request dismissal of the charges.

302. Defendants are not using the criminal justice system for the legitimate purpose of bringing alleged criminals to justice, but, instead, as a free taxpayer funded repo service to cut costs. Defendants did not intend to follow through on the prosecutions.

303. As set forth herein, Defendants initiated each of the prosecutions against the Malicious Prosecution Plaintiffs with malice.

304. As a direct and proximate result of Defendants' conduct, the Malicious Prosecution Plaintiffs have suffered, and will continue to suffer in the future, severe damages, including but not limited to, monetary damages, loss of wages, loss of earning capacity, physical injury, loss of freedom, mental anguish, sleeplessness, restlessness, anxiety, humiliation, loss of reputation, depression, and both physical and mental pain, distress, and suffering.

## **COUNT II**

### **Intentional Infliction of Emotional Distress**

305. Plaintiffs incorporate by reference Paragraphs 1 through 293, as if fully set forth herein.

306. As set forth herein, Defendants engaged in extreme and outrageous conduct by filing false police reports against their customers and/or renting customers vehicles it reported stolen that lead to the detention, arrest, imprisonment, and/or prosecution of the Plaintiffs.

307. As set forth herein, Defendants' conduct was intentional and/or reckless and for a purpose other than bringing Plaintiffs to justice. Defendants knew or should have known the Plaintiffs were not guilty of any crime and/or that there was no probable cause that any crime was committed, yet Defendants initiated and often continued criminal actions and/or proceedings against them.

308. Defendants' conduct caused Plaintiffs to suffer extreme and/or severe emotional distress.

309. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered, and will continue to suffer in the future, severe damages, including but not limited to monetary damages, loss of wages, loss of earning capacity, physical injury, loss of freedom, mental anguish, sleeplessness, restlessness, anxiety, humiliation, loss of reputation, depression, and both physical and mental pain, distress, and suffering.

## **COUNT III**

### **Negligence**

310. Plaintiffs incorporate by reference Paragraphs 1 through 293, as if fully set forth herein.

311. Plaintiffs were customers of Defendants or travelled in a vehicle rented from Defendants by a friend or relative.

312. Defendants filed police reports containing false information that wrongfully accused the Plaintiffs of a crime and refused to correct or withdraw the report and/or rented the Plaintiffs vehicles that were reported stolen to the police.

313. Defendants' actions and omissions violated their own policies, car rental industry standards, and civil and criminal laws governing police reporting.

314. As a direct and proximate result of Defendants' conduct, Plaintiffs were unlawfully detained, arrested, imprisoned, and/or prosecuted.

315. The detention, arrest, imprisonment, and/or prosecution of Plaintiffs and Plaintiffs' resulting injuries were proximately caused by the negligence of Defendants in that Defendants, *inter alia*:

- a. filed false police reports with respect to Plaintiffs;
- b. rented cars they had reported stolen;
- c. provided false information to police;
- d. filed police reports for an improper purpose;
- e. failed to update information and correct misleading information;
- f. failed to track vehicles they reported stolen in their systems;
- g. failed to adhere to corporate policies, including W7-02(a)(4) and (17);
- h. deleted rental extensions and related records;
- i. failed to properly report and track vehicle rentals, payments and extensions;
- j. failed to withdraw baseless charges and criminal complaints against Plaintiffs; and/or
- k. were otherwise negligent.

316. Defendants knew or should have known that their conduct would result in the unlawful detention, arrest, imprisonment, and/or prosecution of Plaintiffs.

317. Defendants had notice that Defendants had a serious problem with making false police reports and keeping track of renter contacts and inventory. Defendants failed to correct these issues or cease filing false reports. For instance, Defendants were on notice by way of the September 2017 Grady verdict, the November 13, 2017 order for a punitive damages trial, and a November 14, 2017 letter to then General Counsel and Executive Vice President Richard Frecker detailing Defendants' problems and failures. See, generally, *Grady v. The Hertz Corp.*, Pa. Ct. of C.P. Phil. Cnty., Civ. No. 1511-0380, Mascuilli, E. (Sept. 19, 2017) (ORDER); *Grady v. The Hertz Corp.*, Pa. Ct. of C.P. Phil. Cnty., C. A. No. 15110380, (Sept. 19, 2017) (VERDICT).

318. Defendants knew or had reason to know that Defendants were directing their personnel to ignore W7-02(a)(4) and (17) and that police reports contained false information.

319. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered, and will continue to suffer in the future, severe damages, including but not limited to monetary damages, loss of wages, loss of earning capacity, physical injury, loss of freedom, mental anguish, sleeplessness, restlessness, anxiety, humiliation, loss of reputation, depression, and both physical and mental pain, distress, and suffering.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on all claims and issues so triable.

WHEREFORE, Plaintiffs demand judgment in their favor on all Counts and against Defendants for:

- (a) Compensatory damages, inclusive of any and all harm attributable to Defendants' actions or inaction;
- (b) Past, present and future loss of wages and loss of earning capacity;

- (c) Past, present and future physical injury, loss of freedom, mental anguish, sleeplessness, restlessness, anxiety, humiliation, loss of reputation, depression and both physical and mental pain, distress, and suffering;
- (d) Exemplary damages;
- (e) Attorneys' fees and court costs;
- (f) the loss of time and opportunity;
- (g) lost employment opportunities;
- (h) delay damages;
- (i) Pre and post-judgment interest;
- (j) Such other and further relief as the Court deems just, necessary, and appropriate under the circumstances or allowed by statute.

Dated: August 15, 2022

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