FIRST AMENDED COMPLAINT

Plaintiff Faith Enterprises Group, Inc. ("Faith"), individually and on behalf of all others similarly situated, files its First Amended Complaint against Defendants Avis Budget Group, Inc. ("Avis Budget Group"), Avis Budget Car Rental, LLC ("Avis Budget Car Rental"), and Avis Rent A Car System, LLC ("Avis Rent A Car") (together "Avis"). Plaintiff alleges the following upon personal knowledge as to its own acts and, as to all other allegations, upon information and belief, and investigation by counsel.
NATURE OF THE CASE

1. Avis is a leading global vehicle rental chain. Avis oversees the Avis brand of vehicle rental through the “Avis System.” See Exhibit A (“Independent Operator Agreement”) at 1 (referring to “Avis System”). The Avis System includes approximately 1,300 Avis System locations operated by Avis Rent a Car and its “licensees” (franchisees) and “independent operators” throughout the United States. Id.

2. The Wizard System is the electronic reservation system for booking all vehicles from Avis System locations throughout the country. The Wizard System processes millions of customer inquiries each day over interstate wires and is responsible for the large majority of all rentals on the Avis System. Customers can make reservations on the Wizard System through the Avis website at www.avis.com, through online travel portals, and through many major airlines and other third parties with direct connect technology. Customers, corporate travel departments, and travel agents are provided Wizard System access and data when they contact Avis call centers at 1-888-777-AVIS or access Avis-provided online portals for making reservations. Thus, when the Wizard System shows a location as being "sold out," this "sold out" status is communicated throughout the country to all entities contacting Avis or accessing Avis data for reservations. Many
customers check availability and pricing on the Wizard System before booking a
vehicle through other means with Avis or a competing vehicle rental chain.

3. Avis violates the federal Racketeer Influenced and Corrupt Organizations Act, as well as its fiduciary and contractual duties to Independent Operators, by using the Wizard System to routinely and systematically misrepresent to customers that Independent Operators are “sold out” of vehicles, even though vehicles are “available” in fact. Often the misrepresentation in the Wizard System that an Independent Operator is "sold out" of vehicles is accompanied by an Avis suggestion that the customer rent vehicles from a company-operated airport location. The customers and general public rely on the misrepresentations in checking availability and pricing and making reservations through the Wizard System. In fact, it is impossible to view any prices or make a reservation through the Wizard System for a location that is “sold out” of vehicles for the requested dates. As a direct and immediate result of these misrepresentations in the Wizard System, Faith and other Independent Operators lose significant vehicle rental commissions on customers who book a vehicle at another location operated by Avis or another rental company or simply decide not to rent a vehicle at all after viewing on the Wizard System that the Avis System Independent Operator is “sold out” of vehicles.
4. Avis Rent A Car also breaches its fiduciary and contractual duties by routinely and systematically failing to provide sufficient vehicles to Independent Operators.

5. Avis Rent A Car also is unjustly enriched by its practice of imposing the requirement on Independent Operators that they honor - without compensation - Avis coupons for free vehicle rentals.

PARTIES, JURISDICTION, AND VENUE

6. Plaintiff Faith is a Georgia corporation and Independent Operator located at 305 Pharr Road, Atlanta, GA 30305. Faith currently operates through an Independent Operator contract with Avis Rent A Car executed in December 2005. Faith is owned by Nathan Copeland and Amanda Copeland. Nathan Copeland is Faith’s President and Chief Executive Officer.

7. Defendant Avis Budget Group is a Delaware corporation with its principal place of business in Parsippany, New Jersey. Avis Budget Group controls Avis Budget Car Rental, Avis Rent A Car, and the Avis System. Avis Budget Group may be served through its registered agent, Corporation Service Company, 830 Bear Tavern Rd, West Trenton, New Jersey 08628.

8. Defendant Avis Budget Car Rental is a Delaware limited liability company with its principal place of business in Parsippany, New Jersey. Avis
Budget Car Rental is a wholly owned subsidiary of Avis Budget Group. Avis Budget Car Rental owns Avis Rent A Car and Budget Rent A Car. Avis Budget Car Rental was formerly known as Cendant Car Rental, LLC, and may be served through its registered agent, Corporation Service Company, 40 Technology Pkwy. South, #300, Norcross, Georgia 30092.

9. Defendant Avis Rent A Car is a Delaware limited liability company with its principal place of business in Parsippany, New Jersey. Avis Rent A Car is a wholly owned subsidiary of Avis Budget Car Rental, oversees the day-to-day operations of the Avis System, and contracts directly with the Independent Operators. Avis Rent A Car was formerly known as Avis Rent A Car System, Inc., and may be served through its registered agent Corporation Service Company, 40 Technology Pkwy. South, #300, Norcross, Georgia 30092.

10. Avis Budget Group has a web of wholly owned subsidiaries that handle the various aspects of its business of renting vehicles to the public under the Avis and Budget brands. Specifically, Avis Budget Group has separate subsidiaries for purchasing the vehicles in its fleet, funding the purchase of vehicles in its fleet, maintaining and servicing the vehicles in its fleet, owning and maintaining the Wizard System for its fleet, and renting the vehicles in its fleet. Avis Rent A Car and Budget Rent A Car System, Inc. (“Budget Rent A Car”) rent
vehicles to the public for the Avis and Budget brands respectively. They share access to a single fleet of vehicles and the Wizard System.

11. Avis Rent A Car shares common management and offices with Budget Rent A Car, Avis Budget Car Rental, and Avis Budget Group. Ronald L. Nelson is Chairman, President, Chief Executive Officer, and Chief Operating Officer of Avis Budget Group, Manager of Avis Budget Car Rental and Avis Rent A Car, and Director of Budget Rent A Car. David B. Wyshner is Executive Vice President and Chief Financial Officer of Avis Budget Group, Manager of Avis Budget Car Rental and Avis Rent A Car, and Director of Budget Rent A Car.

12. Avis Rent A Car is the alter ego of Avis Budget Car Rental and Avis Budget Group. Avis Budget Group has abused the corporate form in an attempt to shield Avis from having to pay damages on any significant liability incurred in the operation of the Avis System. Avis Rent A Car and Avis Budget Car Rental do not own their fleet of vehicles. Upon information and belief, Avis Rent A Car and Avis Budget Car Rental do not own their physical locations either. Upon information and belief, Avis Rent A Car and Avis Budget Car Rental do not maintain any significant holdings of cash or cash equivalents. Thus, Avis Rent A Car and Avis Budget Car Rental do not have sufficient assets to provide an
adequate remedy at law to Faith and other Class members for any fraudulent conduct in the operation of the Avis System.

13. Avis Budget Group, Avis Budget Car Rental, and Avis Rent A Car are joint venturers in the operation of the Avis System and are thus liable for each other’s fraudulent conduct in the operation of the Avis System generally and the Wizard System specifically. Avis Budget Group and various wholly owned subsidiaries, including Avis Budget Car Rental and Avis Rent A Car, have combined their property and labor in a joint undertaking for profit, with rights of mutual control. They share control of the Avis System through their common management. In addition, they necessarily share control of the single fleet of vehicles and the operation of the Wizard System for reserving vehicles from that single fleet. The Wizard System is the means by which fraud is perpetrated in this case. Avis Budget Group, Avis Budget Car Rental, and Avis Rent A Car together, with other Avis Budget Group subsidiaries, own and operate the Wizard System. See Avis Budget Group, Inc. Form 10-K filed February 24, 2011 at 9-10.

14. Avis Budget Group, Avis Budget Car Rental, and Avis Rent A Car are subject to the personal jurisdiction of this Court.

15. This Court has subject matter jurisdiction over this case pursuant to 18 U.S.C. § 1964(c) over the federal Racketeer Influenced and Corrupt Organizations
Act ("RICO") claim. The Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

16. Venue is proper in this district under 28 U.S.C. § 1391: Avis Budget Group, Avis Budget Car Rental, and Avis Rent A Car operate and do business in the Northern District of Georgia, and a substantial part of the events giving rise to Plaintiff’s claims occurred in the Northern District of Georgia. Venue is also proper under 18 U.S.C. § 1965: Avis Budget Group, Avis Budget Car Rental, and Avis Rent A Car operate and do business in the Northern District of Georgia, are found in the Northern District of Georgia, have a registered agent in the Northern District of Georgia (in the case of Avis Budget Car Rental and Avis Rent A Car), and transact business in the Northern District of Georgia.

FACTS

I. The Avis System.

17. The Avis System uses three types of vehicle rental locations in the United States: (1) approximately 300 company-owned-and-operated locations ("Company-Operated Locations"); (2) approximately 600 company-owned and third-party-operated locations (“Independent Operator Locations”); and (3) approximately 300 franchisee/licensee locations (“Franchise Locations”).
A. Company-Operated Locations.

18. Approximately 225 of the 300 domestic Company-Operated Locations are at airports, with most of the balance located in downtown or other centralized business districts that have a high concentration of businesses in need of rental vehicles.

B. Independent Operator Locations.

19. Independent Operator Locations are owned by Avis Rent A Car and operated by Independent Operators on behalf of Avis Rent A Car. Independent Operators operate Avis locations pursuant to contracts ("Independent Operator Agreements") with Avis Rent A Car. The Faith Independent Operator Agreement, which is substantially similar to the Independent Operator Agreements between Avis Rent A Car and other Class members, is attached as Exhibit A. There is an agency and fiduciary relationship between each Independent Operator and Avis Rent A Car. Each Independent Operator has an assigned location code in the Avis System. For example, the Faith location code is B5K.

20. Avis Rent A Car pays Independent Operators commissions based on revenues derived by the Independent Operator from the rental of Avis System vehicles owned by Avis Rent A Car and Avis licensees. The Independent Operator Agreement refers to Avis Rent A Car and these independent licensees as "Avis
System Members." Independent Operators also are paid commissions based on services related to the vehicle rentals, such as fuel and insurance.

21. The Independent Operator Agreements require that the Independent Operator “shall not rent, nor offer for rent, any cars other than Avis System Members’ vehicles on a transient rental basis during the term of this Contract.” Independent Operator Agreements also impose the following obligations and rights on Independent Operators:

- Bind Avis Rent A Car to rental agreements and insurance contracts;
- Use the Independent Operator Location solely for the purpose of renting vehicles on behalf of Avis Rent A Car;
- Process transactions and hold money received from vehicle rentals in trust for Avis Rent A Car;
- Report to Avis Rent A Car all damages and accidents involving Avis System Member vehicles, and all vehicles that are overdue, missing, or stolen;
- Park, safe keep, wash, clean, fuel, and locally shuttle rental vehicles of Avis System Members;
- Maintain and make minor repairs to Avis System Members' vehicles;
- Pay the costs of office supplies and expenses; and
• Use Avis trade names, trademarks, and service marks consistent with Avis Rent A Car guidelines.

22. Avis Rent A Car’s obligations under the Independent Operator Agreements include the duties to:

• Provide access to the Avis System, including the Wizard System;
• Furnish the Independent Operator with vehicles to be rented that are sufficient in quantity and class;
• Bear the costs related to the operation of the rental vehicles and the costs incurred in making repairs to such vehicles;
• Provide insurance protection to renters according to the terms and conditions of the Avis System rental agreement;
• Provide the Independent Operator with a rental facility equipped with office furniture, a telephone system, fax machine/copier, and Wizard System computer terminal and printer, from which the Independent Operator is required to conduct business;
• Provide the Independent Operator with written guidelines and other documents containing Avis Rent A Car’s policies, procedures, and standards for renting vehicles; and
• Provide training to the Independent Operator and its employees.
23. Avis Rent A Car knows that its control over the Wizard System and vehicle availability makes the Independent Operators dependent on Avis Rent A Car for their success, and promises to “support [their] success in every way:”

- “At Avis, the Sky’s the Limit!” [Link](http://www.avis.com/car-rental/html/employment/boss.html?MID=avis.com_selfemployment/boss.html)

- At Avis, “[t]here’s . . . no limit to how much revenue you could generate!” *Id.*

- “As you build your business, Avis will support your success in every way . . .” *Id.*

- “Avis will provide the rental cars and will evaluate the consumer demand in your market to determine the size of the fleet.” *Id.*

- Independent Operators “have unlimited potential for growth.” [Link](http://www.avis.com/car-rental/html/employment/aarp.html)

C. The Wizard Reservation System.

24. The Wizard System is Avis’s worldwide reservation, rental, data processing, and information management system. The Wizard System purports to provide Avis Rent A Car's customers with vehicle rental availability and pricing
through the Avis Rent A Car call centers, www.avis.com, online travel portals such as www.orbitz.com, travel agents, and many other entities. The Wizard System is controlled by Avis.

D. Marketing Contracts.

25. Over 80% of domestic vehicle rental transactions from Avis System locations in the United States are generated by travelers who rented from Avis Rent A Car under contracts between Avis and the travelers' employers or through membership in an organization with whom Avis has a contractual affiliation (such as AARP or Costco). In entering such contracts, Avis represents that the customer can rent vehicles at any of the more than 1,000 Avis System locations around the country.

26. Avis also has marketing relationships with organizations such as American Express Company, MasterCard International Incorporated, and Sears Holding Corp., through which Avis provides customers of these entities with incentives to rent vehicles from Avis Rent A Car. Avis conducts various loyalty programs through direct marketing campaigns, including Avis Preferred, which allows customers to bypass the rental counter when renting a vehicle, and Avis First, which offers customers enhanced benefits for frequent rentals.
27. The high percentage of rentals through Avis marketing contracts means that customers who seek to rent a vehicle at a convenient Independent Operator Location will choose to rent the vehicle from a company-operated airport location if that is the only location with available vehicles.

E. Avis Rent A Car Systematically Steers Customers To Company-Operated Locations As A Matter Of Policy And Practice.

28. Avis Rent A Car uses the Wizard System to provide false information to customers to steer Independent Operator business from Faith and other Class members to Avis Rent A Car’s company-operated airport locations. Despite the Independent Operator Agreements, the purpose of which are to allow Independent Operators to rent Avis System vehicles, Avis Rent A Car systematically “shuts down” Faith and other Independent Operators by misrepresenting on the Wizard System that the Independent Operators are “sold out” of vehicles. Independent Operators are injured by these misrepresentations in the form of lost commissions.

29. Avis Rent A Car employees refer to an Independent Operator being listed as “sold out” and unavailable for rental on the Wizard System as being “shut down,” apparently because it is equivalent to placing a “closed for business” sign on an Independent Operator Location. The Wizard System is the exclusive online source for the public to check availability and pricing of vehicles for rent in the
Avis System. Nearly all customers use the Wizard System via the internet or Avis call centers in making their Avis System reservations. The public relies on the representations from Avis Rent A Car in the Wizard System for availability and pricing for vehicles at Avis System locations.

30. Avis Rent A Car Off-Airport Agency Manager (now titled Territory Performance Manager) Sherry Edwards acknowledged by email dated February 11, 2009 to Faith that Avis Rent A Car shuts down Independent Operators based on factors other than vehicle availability or being “sold out.” As a carrot for Independent Operators to sell the expensive vehicle insurance to renters, Ms. Edwards promised that for those Independent Operators that increased their sales of insurance coverage (the amount of Avis Rent A Car provided liability insurance) to renters, the Independent Operator would not be listed as “sold out” on the Wizard System in March, 2009. Ms. Edwards also promised that if Independent Operators increased their “upsell” in February, Avis Rent A Car would allocate five extra vehicles for the month of March. Avis Rent A Car has thus admitted that Avis Rent A Car does not shut down Independent Operators on the basis of vehicle scarcity and that Avis Rent A Car does not allocate vehicles based on a reasonable determination of sufficiency for an operator location as required by the Independent Operator Agreements.
31. On July 7, 2010, Nathan Copeland of Faith met with Avis Rent A Car Territory Performance Manager Brad Kjar. Mr. Copeland complained about the reservation shutdowns. Mr. Kjar told Mr. Copeland that the Faith location should not be shut down on the Wizard System, and that Mr. Kjar had met with Avis Rent A Car Off-Airport District Manager Rick Seelye and others about keeping open the Faith location. In a meeting on July 20, 2010, Mr. Kjar confirmed to Mr. Copeland that Mr. Seelye and others repeatedly had shut down and caused Faith and other Independent Operators to be listed as “sold out” when the Independent Operators had vehicles available for rent.

32. During August 2010, following the July 20 meeting, Avis Rent A Car reduced its shutdowns of Faith. Faith was not shut down during the first week of August, and experienced higher rentals and revenue with fourteen rentals on Monday, Tuesday and Wednesday, thirteen rentals on Thursday, eleven rentals on Friday, six rentals on Saturday and eleven rentals on Sunday. The following week, Avis Rent A Car did not shut down Faith on Monday and Tuesday (August 9 and 10), during which time Faith rented fourteen vehicles each day. On Wednesday, August 11, 2010, Avis Rent A Car shut down Faith even though Faith had vehicles available for rent and Faith rented only eight vehicles. If Faith had not been shut down on August 8, Faith would have rented more vehicles. With Avis Rent A Car
shutting down Faith fewer times in August 2010 versus August 2009, Faith's rentals were up over 30% in August 2010.

33. In a later meeting on January 19, 2011, Mr. Seelye and Peter Piracci, Avis Rent A Car Off-Airport Development Manager, confirmed to Mr. Copeland that Avis Rent A Car could substantially increase Mr. Copeland’s revenue simply by stopping the practice of Wizard System shutdowns. Mr. Seelye and Mr. Piracci did not deny that shutdowns substantially decrease Independent Operator revenues.

34. The Wizard System available to the public showed that Faith was “sold out” of vehicles, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at Faith on numerous dates, including for example the following: March 21, 2007; January 20, 2009; July 8, 2009; August 17, 2009; August 19, 2009; November 5, 2009; August 26, 2010; September 21, 2010; September 22, 2010; September 28, 2010; October 21, 2010; November 17, 2010; February 23, 2011; and August 29, 2011. When Faith is “sold out” of vehicles in the Wizard System, Faith can and does rent vehicles if a customer contacts Faith directly.

35. Customers have reasonably relied on the misrepresentations in the Wizard System regarding availability of vehicles at Faith, including the misrepresentations for the dates cited in paragraph No. 34 above. As a direct and
immediate result of the misrepresentations, Faith has lost significant commissions on vehicle rentals at its location that would have occurred in the absence of any misrepresentations. Faith estimates cumulative losses of 30-40% or more of annual revenue during the relevant period as a result of the misrepresentations.

36. Over the last six years, Avis Rent a Car has routinely misrepresented through the Wizard System to customers that Independent Operators around the country are “sold out” for the dates entered by the customer even though vehicles were “available” at those Independent Operator Locations. Customers have reasonably relied on those misrepresentations. Independent Operators have lost significant commissions from vehicle rentals that would have occurred in the absence of those misrepresentations. The following sixteen paragraphs are not intended as a comprehensive listing of these misrepresentations for the Class period, but are examples of misrepresentations that immediately and directly caused Independent Operators to lose significant commissions. The same conduct has occurred throughout the United States during the Class period.

1. **Atlanta, Georgia**

37. On February 23, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that Faith and fifteen other Independent Operators in the Atlanta area, with location codes B5K,
CD9, HM0, NWA, MW2, G4A, M5G, PW8, PC5, FY8, KN4, DL1, R9A, CO3, K1N, W2S, were "sold out" and would not accept reservations for one-day and two-day rentals starting on February 24, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations for those dates. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 900 excess vehicles were available at the company-operated Atlanta airport location for those dates. The Wizard System showed that the company-operated Atlanta airport location was not "sold out" and was taking reservations for those days.

38. On August 29, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that Faith and sixteen other Independent Operators in the Atlanta area, with location codes B5K, R9A, HM0, CD9, D1V, DL1, G4A, KN4, NWA, M5G, PW8, N1C, PC5, RW7, S8T, SM3, and W2S, were "sold out" and would not accept reservations for three-day rentals starting on September 1, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations for those dates. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 1,200 excess vehicles were available at the company-operated Atlanta airport location for those dates. The Wizard System
showed that the company-operated Atlanta airport location was not "sold out" and was taking reservations for those days.

2. **Charlotte, NC**

39. On March 9 and 10, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that five Independent Operators in the Charlotte area, with location codes CL3, CQ7, PV8, C9N, and C6C, were “sold out" and would not accept reservations or provide rental pricing for one-day rentals beginning March 10, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations on that date. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 400 excess vehicles were available at the company-operated Las Vegas airport location for those dates. The Wizard System showed that the company-operated Charlotte airport location was not "sold out" and was taking reservations for those days.

3. **Chicago, Illinois**

40. On March 9, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that nine Independent Operators in the Chicago area, with location codes OA0, OH1, DAO, NPV, WZ3, SK2, H9I, EG1, and C5L, were "sold out" and would not accept
reservations for one-day and two-day rentals starting on March 10, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations for those dates. The Wizard System showed that the company-operated Chicago airport location was not "sold out" and was taking reservations for those days.

41. On August 15, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that sixteen Independent Operators in the Chicago area, with location codes WZ3, K5P, SK2, K5L, QK4, OA0, H9I, DAO, EG1, LL7, D1G, Q2Q, OH1, NPV, C5L, and HP1, were "sold out" and would not accept reservations for three-day rentals starting on August 16, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations for those dates. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 1,100 excess vehicles were available at the company-operated Chicago O’Hare airport location for those dates. The Wizard System showed that the company-operated Chicago airport location was not "sold out" and was taking reservations for those days.
4. Dallas, TX

42. On February 23, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that fifteen Independent Operators in the Dallas area, with location codes VV0, D5L, GD4, DV4, R5H, FC6, AR8, LE3, GP7, C0H, NDT, RN5, IV8, L8C and MQ7, were "sold out" for one-day rentals starting on February 24, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations on that date. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 1,200 excess vehicles were available at the company-operated Dallas airport location for those dates. The Wizard System showed that the company-operated Dallas airport location was not "sold out" and was taking reservations for those days.

5. Denver, Colorado

43. On March 16, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that six Independent Operators in the Denver area, with location codes DN2, DN6, LW5, E1C, HR7, and WVC, were "sold out" and would not accept reservations for one-day and two-day rentals starting on March 17, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations.
for those dates. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 500 excess vehicles were available at the company-operated Denver airport location for those dates. The Wizard System showed that the company-operated Denver airport location was not "sold out" and was taking reservations for those days.

44. On August 11, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that seven Independent Operators in the Denver area, with location codes DN2, DN6, LW5, E1C, HR7, BF1, and WVC, were "sold out" and would not accept reservations for one-day rentals starting on August 12, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations for those dates. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 1,000 excess vehicles were available at the company-operated Denver airport location for those dates. The Wizard System showed that the company-operated Denver airport location was not "sold out" and was taking reservations for those days.

6. Las Vegas, Nevada

45. On March 18, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that nine
Independent Operators in the Las Vegas area, with location codes FQ4, L6Z, L6V, V09, VN4, L4S, L1G, SV6, and MG8, were "sold out" for two-day and three-day rentals starting on March 19, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations for those dates. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 300 excess vehicles were available at the company-operated Las Vegas airport location for those dates. The Wizard System showed that the company-operated Las Vegas airport location was not "sold out" and was taking reservations for those days.

46. On August 15, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that twenty-one Independent Operators in the Las Vegas area, with location codes FQ4, Q2V, L6V, V09, VN4, L4S, QN7, L1G, QN5, QM9, Q1L, QN4, QX2, QL3, V2M, L0V, N2R, HN2, SV6, MG8 and HN7, were "sold out" for three-day rentals starting on August 16, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations for those dates. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 200 excess vehicles were available at the company-operated Las Vegas airport location for those dates. The Wizard System showed that the company-
operated Las Vegas airport location was not "sold out" and was taking reservations for those days.

7. Miami, Florida

47. On February 23, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that nine Independent Operators in the Miami area, with location codes G0M, FM1, KE0, OP2, F9M, H96, N9M, P0F, and F3L, were "sold out" for one-day and two-day rentals starting on February 24, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations for those dates. In addition, Avis Rent A Car internal records showed that excess vehicles were available at the company-operated Miami airport location for those dates. The Wizard System showed that the company-operated Miami and Fort Lauderdale airport locations were not "sold out" and were taking reservations for those days.

48. On August 11, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that twelve Independent Operators in the Miami area, with location codes G0M, M6I, MB2, FM1, KE0, HI9, OP2, F9M, H96, N9M, P0F, and F3L, were "sold out" for one-day rentals starting on August 12, 2011, even though Avis Rent A Car internal
records showed that vehicles were “available” for rental at those locations for those dates. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 200 excess vehicles were available at the company-operated Miami airport location for those dates. The Wizard System showed that the company-operated Miami and Fort Lauderdale airport locations were not "sold out" and were taking reservations for those days.

8. Phoenix, AZ

49. On March 17, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that twelve Independent Operators in the Phoenix area, with location codes T4P, SCO, PX6, S4A, M1Z, P1R, P2A, C5A, GD2, SZ8, G5Y, and GI3 were “sold out” for three-day rentals starting on March 18, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations on those dates. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 400 excess vehicles were available at the company-operated Phoenix airport location for those dates. The Wizard System showed that the company-operated Phoenix airport location was not "sold out" and was taking reservations for those days.
9. Pittsburgh, Pennsylvania

50. On March 9, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that eight Independent Operators in the Pittsburgh area, with location codes PT1, PBP, PT7, PX9, P1P, NH1, C2B, and IW2, were "sold out" for one-day and three-day rentals starting on March 10, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations for those dates. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 300 excess vehicles were available at the company-operated Pittsburgh airport location for those dates. The Wizard System showed that the company-operated Pittsburgh airport location was not "sold out" and was taking reservations for those days.

51. On August 18, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that ten Independent Operators in the Pittsburgh area, with location codes WD2, PT7, PX9, PIP, NHI, C2B, BL2, and IW2, were "sold out" for one-day rentals starting on August 19, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations for those dates. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records
show that more than 200 excess vehicles were available at the company-operated Pittsburgh airport location for those dates. The Wizard System showed that the company-operated Pittsburgh airport location was not "sold out" and was taking reservations for those days.

10. San Diego, California

52. On February 23, 2011, Avis Rent A Car misrepresented to customers attempting to make reservations on the Wizard System at avis.com that four Independent Operators in the San Diego area, with location codes KS3, V1X, SDD, and SN2, were "sold out" for one-day rentals starting on February 24, 2011, even though Avis Rent A Car internal records showed that vehicles were “available” for rental at those locations on that date. In addition, vehicle scarcity did not justify the shutdowns. Avis Rent A Car internal records show that more than 200 excess vehicles were available at the company-operated San Diego airport location for those dates. The Wizard System showed that the company-operated San Diego airport location was not "sold out" and was taking reservations for those days.

F. Avis Rent A Car Breached Its Duty To Supply Sufficient Vehicles For Rental.

53. Avis Rent A Car also systematically breached its duty to supply Faith and Class members with sufficient quantities of vehicles for rental. On many
occasions, Independent Operators were denied vehicles to rent, and suffered damages in the form of lost commissions, even though the Avis System had excess vehicles available, as shown by the following examples.

54. Avis Rent A Car failed to supply Faith with sufficient vehicles to rent during the period April 7-9, 2011, even though the Avis System in the Atlanta area (from which vehicles were supplied to Faith) had over 650 excess vehicles on April 7; over 1,000 excess vehicles on April 8; and over 1,200 excess vehicles on April 9, 2011. Faith was listed as "sold out" on the Wizard System for April 7-9, 2011.

55. Avis Rent A Car failed to supply Independent Operators in the Chicago area, with location codes OA0 and OH1, with sufficient vehicles to rent on February 25, 2011, even though the Avis System in the Chicago area (from which vehicles were supplied to the Independent Operators) had over 1,800 excess vehicles on that day. Both Independent Operators were listed as "sold out" on the Wizard System for February 25, 2011.

56. Avis Rent A Car failed to supply the Independent Operator in the Miami area, with location code C1R, with sufficient vehicles to rent on February 25, 2011, even though the Avis System in the Miami area (from which vehicles were supplied to the Independent Operator) had over 160 excess vehicles on that
day. The Independent Operator was listed as "sold out" on the Wizard System for February 25, 2011.

57. Avis Rent A Car failed to supply the Independent Operator in the Pittsburgh area, with location code PT1, with sufficient vehicles to rent on August 19, 2011, even though the Avis System in the Pittsburgh area (from which vehicles were supplied to the Independent Operator) had over 260 excess vehicles on that day. The Independent Operator was listed as "sold out" on the Wizard System for August 19, 2011.


58. Avis Rent A Car during the previous six years required Independent Operators to honor free company-issued rental service coupons without providing any compensation to the Independent Operator. Faith objected to the requirement that it honor free rental coupons without compensation. On November 10, 2010, Faith objected to the requirement that it honor a free rental coupon without compensation to Faith, and was directed by Avis Rent A Car Regional Manager Bobby Latham to honor the coupon and provide a free vehicle for rental pursuant to the coupon. Independent Operators are not allowed to issue rental service coupons. The Independent Operators are harmed by the requirement that they honor these coupons, because it requires them to perform services without benefit
or compensation and to rent scarce vehicles without compensation. For example on April 26, 2011, Faith was required to honor four coupons - each providing a one-day free rental. These coupons were issued by Avis Rent A Car to Elekta Holdings and included Coupon No. TUMA015. Faith was required to expend resources and allocate four vehicles but received no compensation for the free rental period.

CLASS ACTION ALLEGATIONS

59. Plaintiff brings this action on behalf of persons who are or have been Independent Operators under contract with Avis Rent A Car and its predecessors at any time from September 19, 2005 to the present (the “Class”). The “Class Period” is from September 19, 2005 to the present.

60. The Class is so numerous that joinder of all Class members is impracticable. Plaintiff believes that the Class contains more than 500 members and that the actual number of Class members can be ascertained through discovery.

61. There are numerous questions of law and fact common to the Class, and their resolution will be material to the legal claims asserted. These questions include, but are not limited to:
(a) Did Avis, by and through Avis Rent A Car, misrepresent, omit, or conceal material facts to consumers about vehicles available for rent at Independent Operator Locations during the Class Period?

(b) Were any misrepresentations or omissions by Avis, by and through Avis Rent A Car, reasonably calculated to deceive persons of ordinary prudence?

(c) Was it reasonably foreseeable that misrepresentations by Avis, by and through Avis Rent A Car, in the Wizard System would be sent over interstate wires?

(d) Were any misrepresentations in the Wizard System sent across interstate wires for purposes of executing schemes to defraud?

(e) Did Avis, by and through Avis Rent A Car, intentionally participate in schemes to defraud and use interstate wires in furtherance of the scheme in violation of 18 U.S.C. § 1343?

(f) Is Avis Rent A Car part of an “enterprise” under the federal RICO statute?

(g) Has Avis, by and through Avis Rent A Car, engaged in a pattern of racketeering activity under the federal RICO statute?
(h) Did Avis Rent A Car breach its fiduciary duties to Independent Operators by misrepresenting, omitting, or concealing material facts to customers regarding the availability of vehicles for rent at Independent Operator Locations, and failing to provide Independent Operators with vehicles sufficient in quantity and class?

(i) Did Avis Rent A Car breach the implied duty of good faith and fair dealing by failing to provide Independent Operators with vehicles sufficient in quantity and class?

(j) Was Avis Rent A Car unjustly enriched at the expense of Independent Operators by requiring Independent Operators to honor coupons and provide rental vehicles pursuant to coupons without compensation?

62. The questions of law and fact common to all Class members predominate over any questions that may affect only individual Class members.

63. A class action is a superior method of adjudicating the Class members' claims because individual actions would unnecessarily burden the Court and create the risk of inconsistent results.

64. The claims of Plaintiff are typical of the claims of the Class members. Plaintiff and all putative Class members are or were Independent Operators operating under the same or substantially similar contracts and have lost
commissions by reason of the system-wide scheme by Avis Rent A Car to defraud and make misrepresentations to customers of the Avis System, fail to supply sufficient vehicles to Independent Operators, and to require Independent Operators to honor coupons without compensation. Plaintiff has no interests that are antagonistic or adverse to the other Class members.

65. Plaintiff will fairly and adequately protect the interests of the Class.

66. Plaintiff is an adequate representative of the Class. Plaintiff has retained counsel who are experienced in class action litigation, complex litigation, and RICO litigation. Plaintiff and its counsel have engaged in a lengthy factual and legal investigation to develop this case. Accordingly, Plaintiff will fairly and adequately protect and represent the interests of the Class.

67. Plaintiff seeks certification of a class, alternatively, under Fed. R. Civ. P. 23(b)(2) or 23(b)(3), or a combination thereof.

68. Avis’s misrepresentations, by and through Avis Rent A Car, in the Wizard System have the effect of diverting business from Independent Operators and depriving them of commissions to the detriment of Plaintiff and all Class members. Accordingly, declaratory and injunctive relief that prevents Avis from continuing to misrepresent facts in its reservation system is appropriate on a Class-wide basis.
69. Given the significant expense required to prosecute the foregoing claims against Avis, the costs of individual actions may well approach or exceed the amount recovered in any individual action. The expense of pursuing individual actions would require many individual Class members to forego their individual claims against Avis if they are not permitted to pursue those claims as a class.

70. This action is manageable because the evidence proving that Avis is engaging in the alleged conduct is common to the Class. Furthermore, the identities of the Class members are known to Avis.

COUNT I

(Violation of 18 U.S.C. § 1962(c) Against Avis Rent A Car, Avis Budget Group, and Avis Budget Car Rental)

71. The foregoing allegations are incorporated by reference as if fully set forth herein.

A. The Enterprise.

72. The Avis System constitutes an association-in-fact enterprise under 18 U.S.C. § 1961(4). Avis and its licensees and Independent Operators are distinct entities. The licensees are franchisees. They are independently owned and operated. The licensees have exclusive territories within the Avis System. Each
licensee owns and maintains its own fleet of vehicles for rent within the Avis System.

73. The Independent Operators are “independent contractors” under the terms of the Independent Operator Agreements. Exhibit A at 1. Avis does not have an ownership interest in Faith or other Independent Operators. Avis does not share common employees with Faith or other Independent Operators. The Independent Operators are required to “exercise independent professional judgment in determining the method, details, and means of performing the obligations” under the Independent Operator Agreement. Exhibit A at 1-2. They are not restricted from engaging in other lines of business.

74. Avis Rent A Car, which is the alter ego and joint venturer of Avis Budget Car Rental and Avis Budget Group, has engaged in an open and ongoing pattern of violations of 18 U.S.C. § 1343 during at least the last six years through its participation in the Avis System. The public makes reservations for vehicles for rent from the Avis System, including locations operated by Avis Rent A Car, Avis Franchisees, and Independent Operators, through the Wizard System, which is available at reservation centers by phone at 1-800-331-1212 and 1-888-777-AVIS; via internet at www.avis.com; through online travel portals; through selected partners, including many major airlines utilizing direct connect technology;
through travel agents; travel industry partners (such as airlines or Orbitz); and corporate travel departments. Avis, by and through Avis Rent A Car, has used the Wizard reservation system to misrepresent the availability of vehicles for rent to the public to divert business within the Avis System from locations operated by the Independent Operators in the Avis System to locations operated by Avis Rent A Car.

75. Avis, by and through Avis Rent A Car, participates in the operation and management of the affairs of the enterprise, which exists for Avis's and Avis Rent A Car's benefit.

76. The enterprise affects interstate commerce in a variety of ways, including that Avis System customers access the Wizard System through interstate wires.

77. The enterprise also affects interstate commerce in that Avis System customers travel in international and interstate commerce in order to rent vehicles from Avis System locations in this district and elsewhere.

78. The enterprise also affects interstate commerce in that Avis System customers make payment for rentals of vehicles in the Avis System in this district and elsewhere through interstate wires to Avis Rent A Car and Avis System franchisees.
79. The enterprise also affects interstate commerce in that it diverts income to Avis Rent A Car from Independent Operators in the Avis System throughout the United States.

80. Avis, by and through Avis Rent A Car, accepted and retained the benefits of the acts of racketeering activity, thereby ratifying the conduct of its managers, employees, and the members of the enterprise who assisted it in committing those acts of racketeering activity.

B. Pattern of Racketeering Activity.


82. The federal RICO pattern of racketeering activity engaged by Avis, by and through Avis Rent A Car, consists of more than two acts of racketeering activity, the most recent of which occurred within ten years after the commission of the prior act of racketeering activity.

83. Specifically, Avis, by and through Avis Rent A Car, has violated and continues to violate 18 U.S.C. § 1343, which makes it a federal crime to intentionally participate in a scheme to defraud and use interstate wires in furtherance of the scheme. For more than six years, Avis, by and through Avis Rent A Car, has intentionally made material misrepresentations regarding the
availability of vehicles for rent at Avis System locations operated by Independent Operators that were reasonably calculated to deceive persons of ordinary prudence. The interstate wires were knowingly used in furtherance of those schemes. Such use was reasonably foreseeable.


85. The acts of racketeering activity committed by Avis, by and through Avis Rent A Car, have the same or similar methods of commission. They involve misrepresentations in the Wizard System regarding the availability of vehicles for rent in the Avis System at locations operated by Independent Operators.

86. The acts of racketeering activity committed by Avis, by and through Avis Rent A Car, have the same or similar objective: reduce commissions paid by Avis Rent A Car to its Independent Operators and increase Avis Rent A Car's and Avis's profits.

87. The acts of racketeering activity committed by Avis, by and through Avis Rent A Car, have the same or similar victims, including Plaintiff and other Class members.

88. The acts of racketeering activity committed by Avis, by and through Avis Rent A Car, are otherwise related by distinguishing characteristics including,
but not limited to, the involvement of Avis Budget Group, Avis Budget Car Rental, Avis Rent A Car, the Avis System, and the Wizard System.

89. Avis’s acts of racketeering activity, by and through Avis Rent A Car, involve a distinct threat of long-term racketeering activity.

90. Avis’s practice, by and through Avis Rent A Car, of knowingly and intentionally misrepresenting the availability of vehicles for rent at Independent Operator Locations in the Avis System through the Wizard System has continued for at least six years, is ongoing at the present time, and will continue into the future unless halted by judicial intervention.

91. Avis’s material misrepresentations, by and through Avis Rent A Car, regarding the availability of vehicles for rent at Independent Operators in the Avis System are part of its regular way of conducting business.

92. Avis’s violations of law, by and through Avis Rent A Car, have caused Faith and all other Class members to lose commissions on sales that would have been made at their locations in the absence of misrepresentations regarding the availability of vehicles for rent at their locations.

93. Faith and the Class members have suffered an injury to their “business or property,” i.e., lost commissions, as a direct result of Avis’s violations, by and through Avis Rent A Car, of the federal RICO statute.
94. Avis’s unlawful conduct, by and through Avis Rent A Car, has allowed Avis to earn or retain significant funds to which it is not entitled, harmed Independent Operators in the form of lost commissions. Specifically, Avis, by and through Avis Rent A Car, has avoided payment of commissions for rentals to Independent Operators by diverting customers - by fraud, deceit, and misrepresentation - to locations operated by Avis Rent A Car. These savings contribute to Avis’s and Avis Rent A Car's profits and provide the financial motive for Avis’s manipulation, by and through Avis Rent A Car, of the Wizard System.

COUNT II

(Breach of Fiduciary Duties Against Avis Rent A Car)

95. The foregoing allegations are incorporated by reference as if fully set forth herein.

96. During the relevant period, Avis Rent A Car has had a fiduciary relationship and a relationship of confidence and trust with Plaintiff and Class members.

97. During the relevant period, Avis Rent A Car had a duty to compensate and protect Plaintiff and Class members.

98. The Independent Operator Agreements require that Plaintiff and Class members utilize the Avis System, including the Wizard System, in the operation of
their business. The Wizard System, vehicle supply and rental rates are controlled by Avis, and accordingly, Avis Rent A Car exercises significant control over the ability of Plaintiff and Class members to conduct business.

99. Avis Rent A Car and Plaintiff and Class members also have a relationship of trust, partnership, and agency based on the duties set out in paragraphs twenty-one through twenty-three above.

100. Avis Rent A Car breached its fiduciary duties by (a) misrepresenting to customers on the Wizard System that Plaintiff and Class members were “sold out” of vehicles when Plaintiff and Class members in fact were not “sold out” of vehicles; and (b) failing to provide sufficient vehicles for rental.

101. This conduct caused financial injury to Plaintiff and Class members in the form of lost commissions.

COUNT III

(Breach of Implied Covenant of Good Faith and Fair Dealing Against Avis Rent A Car)

102. The foregoing allegations are incorporated by reference as if fully set forth herein.

103. Avis Rent A Car has entered a contract with Plaintiff and each Class member.
104. The Independent Operator Agreements have adequate consideration.

105. Plaintiff performed its obligations in all respects under the Independent Operator Agreement.

106. The Independent Operator Agreements require that the Independent Operator “shall not rent, nor offer for rent, any cars other than Avis System Members’ vehicles on a transient rental basis during the term of this Contract.” In addition, the Independent Operator Agreements require that the Independent Operator “keep the location open for such minimum hours and days as may be mutually agreed with [Avis Rent a Car]” and “shall encourage and solicit Avis System customers to utilize the Avis System and shall refer all reservations to the applicable Avis System locations.”

107. The Independent Operator Agreements require that “[Avis Rent A Car] shall furnish [the Independent Operator] with the vehicles to be rented on [Avis Rent A Car’s] behalf or on behalf of another Avis System member, which [Avis Rent A Car], in its sole discretion deems to be sufficient in quantity and class, from [the Independent Operator’s] location . . . .”

108. Avis Rent A Car has a duty to act in good faith and fair dealing in performing the terms of the contract, including the exercise of its discretion to
furnish vehicles “sufficient in quantity and class” to be rented at the Independent Operator locations under the terms of the contract.

109. Avis Rent A Car has not acted in good faith in exercising its discretion to furnish vehicles “sufficient in quantity and class” to Plaintiff and each Class member. Avis Rent A Car has implemented a system-wide policy to intentionally withhold vehicles from Plaintiff and each Class member for reasons that are not related to supply and demand of vehicles for rental at Avis System locations. Such conduct is contrary to the agreed purpose of the Independent Operator contract to allow the Independent Operator to rent Avis System vehicles “sufficient in quantity and class” on a commission basis and is committed for the purpose of giving Avis Rent A Car an economic advantage to the detriment of the Independent Operators. Such conduct constitutes unreasonableness and failure to act in good faith.

110. As result of this conduct, Avis Rent A Car has done substantial economic harm to Plaintiff and each Class member. Independent Operators do not have sufficient vehicles to service customer demand and lose significant commissions as a result.
111. The breaches of the implied covenant and duty of good faith and fair dealing have caused foreseeable financial injury to Plaintiff and the Class in the form of lost commissions.

**COUNT IV**

*(Unjust Enrichment Against Avis Rent A Car)*

112. The foregoing allegations are incorporated by reference as if fully set forth herein.

113. Avis Rent A Car requires Independent Operators to honor free company-issued rental service coupons without providing any compensation to the Independent Operator, and without adequate legal basis.

114. Avis Rent A Car knowingly receives a benefit from the Independent Operators providing the free services for vehicle rentals pursuant to company-issued rental service coupons.

115. Plaintiff and Class members are harmed by the requirement that Independent Operators honor the coupons without compensation.

116. The circumstances make it unjust for Avis Rent A Car to retain this benefit without reasonable payment to Plaintiff and Class members.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for relief and judgment as follows:
A. For an order certifying this action as a class action on behalf of the Class described above;

B. For restitution and/or disgorgement of all amounts wrongfully obtained;

C. For damages according to proof;

D. For an award of treble damages where permitted under applicable law;

E. For an award of attorneys fees and expenses;

F. For costs of suit herein incurred;

G. For both pre- and post-judgment interest on any amounts awarded; and

H. For such other and further relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.
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This document was created in size 14 Times New Roman font.
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FAITH ENTERPRISES GROUP, INC.,
on Behalf of Itself and All Others
Similarly Situated,

Plaintiff,

v.

AVIS BUDGET GROUP, INC., AVIS
BUDGET CAR RENTAL, LLC, AND
AVIS RENT A CAR SYSTEM, LLC,

Defendants.

Civil Case No. 1:11-CV-3166-TWT

CERTIFICATE OF SERVICE

This is to certify that I have this day served a true and correct copy of the
within and foregoing by filing the same with the Clerk of Court using the CM/ECF
filing system which automatically sends notice to counsel of record in this matter.

This 15th day of November, 2011.

/s/ Christopher B. Hall
Christopher B. Hall
Georgia Bar No. 318380
INDEPENDENT OPERATOR AGREEMENT

This Agreement is made on this 16th day of December, 2005 between Avis Rent A Car System, Inc., a Delaware corporation with its principal place of business at 6 Sylvan Way, Parsippany, NJ 07054 (the "Company") and Faith Enterprises Group, Inc. ("Operator") with offices at 3405 Lenox Road Atlanta GA 30326 Sheraton Hotel.

WITNESSETH:

WHEREAS, Operator desires to engage in the business of renting vehicles for the Company as an independent, commissioned operator upon the terms and conditions contained herein (the "Business"), and the Company desires to contract with Operator on such basis.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Definitions:

As used in this Agreement, the term "Avis System Members" refers to the Company and all Avis System licensees whose vehicles may be rented by Operator hereunder. "Avis System" refers to the system for conducting the vehicle rental business under the Avis name engaged in by the Avis System Members.

2. Operator's Status:

a. Operator is an independent contractor, and has no authority to act for or on behalf of the Company or any Avis System Members except as expressly provided herein.

b. Operator is not a franchisee of the Company and Operator's employees, including Operator's management and shareholders, are not employees of the Company. Operator acknowledges that it has not paid the Company a fee for the right to enter into this Agreement. Operator acknowledges that the Company has the unqualified right to establish one or more additional Company car rental locations near the Operator's location, or within or around the area where the Operator's location is situated, or that the Operator's location serves. Operator's employees are not entitled to participate in any employee benefit plan or other benefits or conditions of employment available to the employees of the Company. Operator shall determine the number and qualifications of people that will be employed by Operator. Operator shall be solely responsible for all aspects of their employment including compensation, training, staffing and hours/days worked. Operator shall otherwise exercise independent professional judgment in determining the method,
details and means of performing the obligations assumed hereunder. It is intended that the commissions paid hereunder shall constitute business income to Operator and not wages to Operator's employees. The Company will not withhold any amounts from such commissions as federal, state or local income tax withholding or as contributions under the Federal Insurance Contribution Act or under any other local, state or federal payroll tax laws. It is specifically understood and agreed that Operator shall be solely responsible for the withholding and payment of federal, state or local income and payroll taxes with respect to the compensation it pays to its employees. Operator shall be responsible for all tax filings and compliance with respect to such compensation and its business operation. Operator shall indemnify and hold Company harmless from and against any and all claims, losses or expenses arising from the employment by Operator of its employees including, without limitation, claims for unemployment benefits or workers' compensation and liability for non-compliance with payroll tax laws.

c. **Operator shall not employ any person on behalf of the Company.** All persons employed by Operator shall only be Operator's employees. Operator shall, at all times and at its own expense, carry Workers' Compensation Insurance on all of its employees, and shall furnish the Company with satisfactory proof of such insurance. Operator shall otherwise comply with all local, state and federal employment laws. Operator shall notify its employees that they are employed by Operator and are not employed by the Company. Such notice shall be provided in a manner reasonably acceptable to the Company.

3. **Company's Obligations:**

a. The Company shall furnish Operator with the vehicles to be rented on the Company's behalf or on behalf of another Avis System Member, which the Company, in its sole discretion deems to be sufficient in quantity and class, from Operator's location as set forth in Schedule A annexed hereto (the "Location"). In consideration therefore, the Company shall pay Operator the commissions set forth in Schedule A. Operator acknowledges that title to such vehicles shall remain at all times in the name of the Company or its designee or another Avis System Member, as appropriate.

b. Except as expressly provided in Section 4 of this Agreement, the Company shall bear the costs related to the operation of the vehicles provided to Operator and the costs incurred in making all necessary repairs to such vehicles.
c. The Company shall comply with the financial responsibility laws of the states in which it operates through self-insurance or through insurance policies depending upon the state of vehicle registration. The Company shall provide protection to renters, according to the terms and conditions of, and only to the extent provided by, the Avis System rental agreement. Regardless of the provisions of the rental agreement or any other agreement or undertaking, nothing herein shall be interpreted as an assumption of liability by the Company on behalf of the Operator.

d. The Company, at its own expense, shall provide Operator with a rental facility at the Location, equipped with office furniture, a telephone system, a fax machine/copier and Wizard computer terminal(s) and printer(s) as determined by the Company, from which Operator shall conduct the Business.

e. The Company shall provide Operator with written guidelines which may be issued and amended from time to time in any form, including system bulletins, locally issued directives, operational memos and other documents which together contain the Company's policies, procedures and standards for renting Avis System Members' vehicles pursuant to this Agreement (the "Manual").

f. The Company, at its own expense, shall provide Operator's designated business manager with basic skills training in Avis System vehicle rental procedures and shall, as it deems appropriate, train additional employees of Operator in such procedures.

g. The Company, at its own expense, shall make uniforms available to Operator for use by its employees as required in the Manual.

h. The Company, at its own expense, shall provide Operator with all Avis System documents necessary to rent Avis System Members' vehicles hereunder including, but not limited to, rental agreements and jackets, accident reports, additional driver forms and multi-part paper for the Wizard printer.
4. **Operator's Obligations:**

   a. Operator shall:

   (1) Use the Location and all Company-supplied equipment, including all telephones, solely for operation of the Business. In the event that the Company determines that the Operator or Operator's employees are using the telephones to make or receive calls that are not in the course of the operation of the Business, the Company reserves the right to: A) Charge the Operator for the cost of the calls by making a demand for payment from the Operator; B) Deduct the cost of the calls from any commission payment due the Operator pursuant to Section 10 of the Agreement; or C) Terminate the Operator's Agreement pursuant to Section 7 of the Agreement;

   (2) Keep the Location open for such minimum hours and days as may be mutually agreed with the Company; and

   (3) Ensure that the Operator's President or signatory to the Agreement is competent in the operation of the Business, devotes substantial attention to the Business by training and supervising Operator's employees, and marketing and developing the Business; and

   (4) Staff the Location at all times with uniformed, competent and trained employees who are capable of conducting the Business, including a full-time business manager devoted solely to the Business who is acceptable to the Company. Operator may designate the Operator's President or signatory to the Agreement as a full-time business manager, provided the terms of this provision are observed; and

   (5) Attend Company training programs as Company may periodically require.

   b. Operator shall use only current Avis System rental documents, accident reports, selected advertising material, accounting forms, and other Avis System materials which shall be provided through the Company or a Company-approved supplier. Operator shall not attach to Avis System documents, nor distribute or make available to Avis System customers, any forms, documents, promotional materials or solicitations without the written approval of the Company.

   c. At its own expense, Operator shall be responsible for the cost of all office supplies and operational expenses at the Location including, but not limited to, stationery, postage, photocopy paper, courier and/or other shipping charges, and janitorial services, except as otherwise provided in this Agreement.
d. Operator shall rent Avis System Members' vehicles only in accordance with the Company's policies, procedures and standards as set forth in the Manual, as amended or supplemented from time to time, including quality of service and pick up/delivery standards.

e. Operator shall report to the Company as directed and provide it a reconciliation for:

(1) All damage and accidents to Avis System Members' vehicles, and

(2) All vehicles that are overdue, missing or stolen. Operator shall not file any charges with law enforcement authorities with respect to any overdue, missing or stolen vehicles without written authorization by the Company.

f. At its own expense Operator shall park, safe keep, wash, clean, fuel, and, as necessary, locally shuttle the vehicles of Avis System Members. In consideration for performing these services, Operator shall be paid as set forth in Section B(2) of Schedule A.

Furthermore, Operator shall maintain and make minor repairs to Avis System Members' vehicles, at such Members' expense, provided that Operator:

(1) Shall not make repairs having a total cost (including parts) in excess of one hundred ($100.00) dollars, to any vehicle at anytime, without the prior written consent of the Company or other Avis System Member which owns such vehicle; and

(2) Shall not make any repairs nor perform any acts violating the terms of the manufacturer's warranty covering the vehicles.

g. Operator shall rent all Avis System Members' vehicles with a full tank of gas and shall refuel such vehicles as necessary.

h. Operator shall maintain the Location in good condition and repair, including the Company's signs placed at the Location. Operator shall further post in the customer reception area, front door or window of the Location, a sign provided through a Company-approved supplier that states: "This Avis location is independently operated by [insert full corporate name]."

i. Operator shall encourage and solicit Avis System customers to utilize the Avis System and shall refer all reservations to the applicable Avis System locations.
j. Operator shall hold all money received from vehicle rentals in trust for the Company, and shall deposit in an authorized Company bank account daily (excluding Sundays and bank holidays or as otherwise directed by the Company), all rental receipts received during the prior period. Operator shall mail/courier to the Company weekly, or more frequently if specified by the Company, all copies of completed and voided rental agreements and other required documents utilized during the prior period. Operator shall submit at least monthly an itemized list of any expenses incurred for which it is entitled to reimbursement under this Agreement, together with supporting documentation as required by the Company.

k. Operator shall not sell, mortgage, pledge, or otherwise encumber any Avis System Members' vehicles or other property and shall return such property to the Company upon request.

l. Operator shall not pledge, transfer or assign this Agreement, nor obtain or attempt to obtain credit, nor enter into any contracts or agreements in the name of or on behalf of the Company except as otherwise provided in this Agreement.

m. Operator shall not rent, nor offer for rent, any cars other than Avis System Members' vehicles on a transient rental basis during the term of this Agreement.

n. During the term hereof, Operator shall obtain and at all times maintain at its expense, and provide Company with a certificate(s) of insurance evidencing, the following insurance coverage with the Company and the lessor of the Location as additional insureds:

1. Commercial General Liability with coverage including, but not limited to, premises/operations and personal injury liabilities, with combined single limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage.

2. Workers' Compensation Insurance covering all of the Operator's employees, including Employer's Liability insurance with limits of not less than $100,000 per accident or disease and $500,000 aggregate by disease.

3. All Risk property floater on equipment furnished by the Company.

All of the preceding insurance shall be in the name of Operator and shall further provide that the policies shall not be cancelled or materially changed without at least thirty (30) days' prior written notice to Avis, c/o Agency Administration, 6 Sylvan Way, Parsippany, New Jersey 07054.

Operator acknowledges that neither the Company nor any other Avis System Member assumes any liability whatsoever for any acts or omissions of Operator.
Operator will perform a driver's license check on all employees that will, in the circumstances permitted under the Agreement, operate an Avis System vehicle. Operator agrees that it will not allow any employees to operate an Avis System vehicle for any such employee whose driving record history from the Department of Motor Vehicles indicates said employee has an (i) expired, invalid, suspended or revoked license, (ii) 1 or more convictions for reckless driving within the preceding 36 months, (iii) 1 DUI/DWI/DWAI conviction within the preceding 36 months, (iv) 3 or more convictions for moving violations within the preceding 24 months, (v) failed to report or left scene of accident within the preceding 36 months, or (vi) possession of a stolen vehicle or use of a vehicle in a crime; or is otherwise unfit to drive an Avis System vehicle. Operator acknowledges that its failure to comply with these requirements constitutes a material breach of this Agreement.

5. **Avis Marks:**

a. Operator acknowledges that the Company has the exclusive rights in (1) the trade names, trademarks and service marks Avis Rent A Car System, Inc. and other of the Avis family of marks (the "Marks"), which may have been registered in the United State Patent and Trademark Office and (2) the Avis system of renting vehicles.

b. Operator is authorized to use the Marks on its business stationery and on the business cards of its employees in accordance with the terms of the Manual.

c. Operator agrees that:

1. the Marks shall be used solely in connection with the Business and will not be used outside of the Location for any other purpose;

2. it will not use or claim any rights in marks which are similar to or variations of the Marks at any time during the term hereof or after the termination of this Agreement;

3. it will not contest the validity of the Marks, the use and ownership by the Company, or any present or future registration of the Company, its assigns, or related companies and further agrees that all use by the Operator shall inure to the benefit of the Company;

4. it shall strictly adhere to the Company's graphic standards and other guidelines and instructions concerning usage and display of the Marks and that it shall not use the Marks in any other manner without first obtaining written approval from the Company;

5. nothing contained in this Agreement shall be construed as an assignment or grant of the Company's right, title or interest in or to the Marks, it being understood that all rights relating to the Marks are reserved by the Company; and

6. it shall cease all use and display of the Marks on written materials and shall return all such materials to the Company immediately upon termination of this Agreement.
6. **Commissions:**

In consideration for the rental of Avis System Members' vehicles hereunder, the Company shall pay Operator the commissions set forth in Section B(1) of Schedule A. The commissions set forth in Schedule A shall be paid electronically via direct deposit into an account designated by Operator on a monthly basis. With respect to those rentals which remain unpaid for thirty (30) days beyond the date and time of check-in, the Company shall offset any commissions paid to Operator on such uncollected amounts against current or future commission payments due Operator. Upon the subsequent collection thereof, the Company shall repay Operator the applicable commission adjusted for payment of any applicable collection fees.

7. **Term, Renewal and Termination:**

a. This Agreement shall be effective immediately upon its execution by both parties and shall continue in effect thereafter until earlier terminated as provided in this Section 7.

b. (1) The parties agree that the Company shall have the right to terminate this Agreement for good cause immediately upon the occurrence of any one of the following:

(i) Operator abandons, or announces its intention to abandon, the Location or otherwise violates the provisions of Section 4.a above. For purposes of this clause, the Location shall be deemed to have been abandoned if Operator does not (x) keep the Location open for the minimum hours and days as agreed with the Company or (y) have a business manager on site at the Location during normal business hours, except as otherwise approved by the Company;

(ii) Operator or any of its employees engages in the unauthorized sale, rental, or use of the vehicles of Avis System Members in violation of Section 4.d or 4.k above, including personal use of such vehicles, or violates the provisions of Section 4.m or 4.o above;

(iii) Operator assigns, or attempts to assign, any rights under this Agreement in violation of Section 4.I above or otherwise violates such provision;

(iv) Operator or any of Operator's employees commits any act of dishonesty, violence, abusive or threatening behavior, criminal behavior, or moral turpitude, including misappropriating the Company's funds in violation of the provisions of Section 4.j above, misusing the Company's rates, coupons and/or AWD numbers or misusing the personal identification information of any Avis System customer.
(v) Operator violates the provisions of Section 4.n above;

(vi) Operator violates the provisions of Section 5 above or Section 7.g below; or

(vii) Operator or any of its employees engages in a pattern or practice of discrimination against any Avis System customer in connection with the reservation and/or rental of an Avis System Member's vehicle which the Company deems to be in violation of its policy of zero tolerance for such discrimination.

(2) The parties agree that the Company shall have the right to terminate this Agreement for good cause upon at least thirty (30) days' prior written notice in the event of the occurrence of any one of the following:

(i) Operator fails to meet the Company's quality of service or pick up/delivery standards in violation of Section 4.d above;

(ii) Operator violates Section 4.b, 4.e, 4.f, 4.g or 4.h above on more than one occasion; or

(iii) Operator fails to comply, on more than one occasion, with any other policy, procedure or standard of the Company not separately identified in this Section 7 as a ground for termination in violation of Section 4.d above.
c. The parties agree that each of them shall have the right to terminate this Agreement without cause upon at least ninety (90) days’ prior written notice to the other for any reason. Operator acknowledges that no representation has been made that this Agreement will remain in effect for any term beyond such notice period. Operator agrees that Company may offset against any commission payment the reasonable amount of damages, if any, it sustains in the event that the Operator fails to provide the Company with the notice required under this paragraph. The foregoing shall not be the Company's sole remedy in the event that the Operator fails to comply with the notice required under this paragraph.

d. Cross Defaults. Operator agrees that its compliance with the terms of all other agreements, if any, signed by it or any affiliate, with Company, or any of Company's affiliates, is essential to the terms of this Agreement, and that a default under any such agreements will be a default and breach of this Agreement. The parties also agree, irrespective of any other provision in Section 7, that this Agreement shall terminate simultaneously with the termination of any other such agreements.

e. Operator shall be in default hereunder and all rights granted herein shall automatically terminate without notice to Operator if Operator shall become insolvent or if a voluntary bankruptcy case or proceeding is filed by Operator or a proceeding is commenced by Operator under any provision of Title 11 of the United States Code or under any other bankruptcy or insolvency law, including, but not limited to, assignments for benefit of creditors, moratorium (formal or informal), compositions, or proceedings seeking reorganization, arrangements, or other similar relief or Operator consents to the entry of an order for relief against it in an involuntary case or an involuntary bankruptcy case is filed with respect to Operator and such involuntary case is not dismissed within 60 days of such filing; or if a receiver or other custodian (permanent or temporary) of Operator's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if execution is levied against Operator's business or property.

f. In the event this Agreement is terminated as provided in this Section 7, the Company may immediately recover possession of all Avis System Members' vehicles, including any equipment and accessories thereon and contents thereof, (and for this purpose the Company may enter upon premises where said property may be and remove the same, wherever found, with or without process of law. Operator hereby expressly authorizes the Company to enter upon premises where said vehicles may be and remove the same and waives any further interest in said vehicles, equipment, accessories and contents and any right of action, including, without limitation, action for trespass, arising out of such entry or removal) and demand payment of all monies due the Company then or thereafter held in trust by Operator for the Company in accordance with Section 4.1 above.
g. On or before the termination date, Operator shall deliver to the Company all vehicles, forms, reports and all other Avis System Members' property in the possession of Operator and shall pay to the Company all sums due and owing under the terms of this Agreement. Commissions due Operator on termination shall be paid in accordance with the terms detailed in Schedule A.

h. The Operator shall keep as confidential all information furnished to it by the Company concerning the Avis System and affairs not generally known to the public or readily ascertainable from published or public data or trade sources (the "Confidential Information") and not directly or indirectly disclose, release, distribute or make available to any person such Confidential Information except in the performance of the Operator's obligations under this Agreement and return to the Company upon termination of this Agreement or sooner upon the Company's demand, the Manual and all documents, records and similar repositories of Confidential Information, including all copies thereof, then in Operator's possession. This Section 7.g shall survive termination of this Agreement.

8. JURY WAIVER:

EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING.

9. Audits; Inspections:

The Company and its designated representatives shall have the right to enter the Location and gain access to its records at any time to perform quality assurance inspections and audits or for any other purpose as it deems necessary.

10. Indemnity:

Operator shall defend, indemnify and hold harmless the Company and its officers, directors, employees, parent, affiliates and subsidiaries from and against any and all claims, liabilities, demands, losses, suits, penalties, fines, judgments and costs, including legal costs and expenses and reasonable attorney's fees, allegedly arising directly or indirectly from the condition of the Location and/or any willful or negligent act or omission (including the failure to follow the Company's instructions) done or suffered by Operator or its employees, or by Operator's contractors or vendors arising from the Business at the Location. Pursuant to this indemnity, the Company may, in its sole discretion, deduct from any commission payment due Operator, the following losses incurred by the Company: (i) the total loss of revenue to the Company, or $500.00, whichever is higher, as a result of conversion of a vehicle due to Operator's failure to follow established Avis System customer qualification procedures; (ii) the total amount of repairs to a vehicle in an accident due to Operator's failure to follow established Avis System customer qualification procedures or due to Operator's failure to properly report all damage and accidents to Avis System Members' vehicles and for which collection or recovery cannot be made from the responsible third party; (iii) $100.00 per rental, or Operator's average revenue per rental, whichever is higher, on missing rentals (defined as unaccounted for Avis System or Company rental agreements); (iv) $.60 per mile on all missing mileage; (v) the total loss to Company due to Operator's or Operator's employee's theft, fraud, unauthorized use of a vehicle, missing or inaccurate deposits, missing funds, acceptance of dishonored checks or credit cards, rates not consistent with Company standards, or other acts of misappropriation; (vi) the full cost of an Avis System Member's vehicle stolen due to Operator's failure to follow established
Avis System customer qualification procedures or Operator's negligence in safeguarding such vehicle; and (vii) the cost of all telephone calls that are not made in the course of the Operation of the Business.

11. **Survival.**

The Operator's obligations that are intended by their nature to survive the termination of the Agreement shall survive termination without any reservation of the same by the Company. The Operator's obligations that shall survive termination include, but are not limited to, Section 7.g, Confidentiality, and Section 10, Indemnity.

12. **Notices:**

Any notices by either party to the other shall be given by certified or registered mail, by a nationally recognized overnight delivery courier, by hand delivery, or by facsimile transmission (and confirmed by telephone), directed to that party at the address set forth below, with a photocopy by way of one of the foregoing delivery methods to the Company, if applicable, at the address set forth below. When the time for any action to be taken is based upon notice, all notices by certified or registered mail shall be deemed given on the third full day after the date of mailing, and all notices by overnight delivery service, personal delivery or facsimile shall be deemed given at the time delivered.

If to the Company:

Avis Rent A Car System, Inc.
143 Courland ST NE
Atlanta GA 30303
Attn: District Manager

With a Copy to:

Avis Rent A Car System, Inc.
4225 Car Rental Row
Atlanta GA 30320
Attn: City Manager

and

Avis Rent A Car System, Inc.
6 Sylvan Way
Parsippany, New Jersey 07054
Attention: General Counsel
Telephone: 973-496-3700
Facsimile: 973-496-3444

If to Operator:
Faith Enterprises Group, Inc.
3405 Lenox Road
Atlanta GA 30326
Sheraton Hotel
13. **Miscellaneous:**

a. This Agreement represents the sole and entire agreement between the parties and supersedes all prior agreements, negotiations and discussions between the parties hereto, with respect to the subject matters covered hereby. Except for claims for monies due under the express terms of the prior Agency Operator Agreement between the parties, each party releases the other from any claims that it may have against the other arising out of such agreement. Except as may otherwise be provided herein, this Agreement may not be modified, altered or amended, unless made in writing, dated and signed by duly authorized representatives of both parties.

b. The provisions of this Agreement are severable and if any clause or provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Agreement.

c. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall constitute an original but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as of the date first above written.

Faith Enterprises Group, Inc.  
NATHAN COPELAND, JR.  
By:  
TITLE: PRESIDENT/CEO  
FEDERAL TAXPAYER ID #58-2363994  
DATED: 12/01/05

Avis Rent A Car Systems, Inc.  
By:  
TITLE: AREA VICE PRESIDENT

Dated:  

APPROVED:  

__________________________________________  
OPERATIONS MANAGER  

__________________________________________  
AREA CONTROLLER
SCHEDULE A

LOCATION/COMMISSION FORMULA/CORPORATE DATA

A. Location of Operator's place of business is:
3405 Lenox Road Atlanta GA 30326 Sheraton Hotel

B. Commissions will be computed with respect to those rentals for which the Company has been paid (i.e., excludes bad debts) as follows:

(1) Twelve (12%) percent of the net Total Revenue derived from each
rental, computed by deducting any discounts and commissions to the renter and third
parties, such as commissions to hotels and airports, from Total Revenue, which is
defined as T&M revenue, AL, PEP, PAI, PAI Plus and LDW charges, one way service
fees, additional driver fees, under 25 year old renter fees and charges for child safety
seats, ski racks and tire chains; and

(2) Fifty-five percent (55%) of refueling service revenue and prepaid gasoline.

No other commissions shall be due Operator.

C. The current shareholder(s) of Operator is/are Nathan Copeland Jr.

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The current officers of Operator are:

Nathan Copeland Jr. - President/CEO

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If there is any change of ownership or change in Operator's corporate officers, Operator shall
immediately advise the Company.

This Schedule A is dated December 16, 2005

Faith Enterprises Group, Inc. Avis Rent A Car Systems, Inc.

[Print] By: Nathan Copeland Jr

Title: President/CEO

By: .................................................................

Title: Area Vice President

Approved:

.................................................................

Operations Manager