

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Division of Consumer Affairs

By: Jesse J. Sierant
Deputy Attorney General
Consumer Fraud Prosecution Section
(973) 648-4802

STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

In the Matter of

DRIVO LLC d/b/a DRIVO RENT-A-CAR,

Respondent.

Administrative Action

CONSENT ORDER

WHEREAS this matter was opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”), as an investigation to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), have been or are being committed by or on behalf of DRIVO, LLC d/b/a Drivo Rent-A-Car, with a main business address of 408-416 Carnegie Avenue, Newark, New Jersey 07114, as well as by its owners, officers, directors, members, managers, employees, representatives, and/or agents (collectively “Respondent”) (hereinafter referred to as the “Investigation”);

WHEREAS Respondent, among other things, is engaged in the advertisement, Sale (which includes renting or leasing) and offer for Sale of rental vehicles to Consumers in New Jersey;

WHEREAS the Division alleges that Respondent violated the CFA, among other things, by: (1) not accurately disclosing in its Rental Agreement all of the charges that a Consumer will be required to pay if a rental vehicle is damaged; (2) altering Vehicle Inspection Slips to suggest that Consumers acknowledged damage to rental vehicles when they did not; (3) falsifying accident/incident reports; (4) billing different Consumers for the same damage to the same rental vehicle; (5) failing to disclose to a Consumer existing damage on a rental vehicle; (6) failing to honor a rental rate which was agreed upon by way of an online reservation; and (7) listing deceptive and misleading online advertisements and statements;

WHEREAS Respondent, represented by counsel, and the Division attended an Executive Conference regarding the Division's investigation; and

WHEREAS the Division and Respondent (collectively, "Parties") have reached an amicable agreement resolving the issues in controversy and concluding the Investigation without the need for further action, and Respondent has voluntarily cooperated with the Investigation and consented to the entry of the within order ("Consent Order"), without having admitted any fact or violation of law, and for good cause shown:

IT IS ORDERED AND AGREED as follows:

1. EFFECTIVE DATE

1.1 This Consent Order is effective on the date that it is filed with the Division ("Effective Date").

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 “Additional Consumer” shall refer to any Consumer who submits to the Division directly or through another agency, after the Effective Date, a written complaint concerning Respondent’s business practices.

2.2 “ADR Unit” shall refer to the Alternative Dispute Resolution Unit of the Division.

2.3 “Affected Consumer[s]” shall refer to any Consumers who have submitted to the Division, directly or through another agency a Complaint concerning Respondent’s business practices prior to the Effective Date, whether named in this Consent Order or identified by the Division after the Effective Date, and listed in Schedule A.

2.4 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.5 “Branch Manager[s],” “District Manager[s],” or “Regional Manager[s]” shall refer to Respondent’s employees holding those titles, and include other forms of those titles, including “Assistant” or “Acting.”

2.6 “Check-In” shall refer to the processes, including, but not limited to, inspection and walk around procedures, used by Respondent when Consumers return a rented vehicle either to a Drivo Branch or a Drivo Drop Box Location.

2.7 “Check-Out” shall refer to the processes, including, but not limited to, inspection and walk around procedures, used by Respondent when Consumers rent a vehicle from a Drivo Branch.

2.8 “Consumer[s]” shall refer to any Person[s] who is offered Merchandise for Sale.

2.9 “Damage Evaluator” shall refer to any visual aide used to assess physical damage to a rental vehicle.

2.10 “Damage Recovery Unit” shall refer to the personnel responsible for pursuing damage claims on behalf of Respondent.

2.11 “Damage Recovery Unit Form Introductory Letters” shall refer to the correspondence sent to Consumers after Respondent issues damage claims for rental vehicle repairs, which shall include relevant photos and/or other proof of damage, and which provides further details to Consumers regarding the Damage Recovery Unit and guidance on filing claims with Consumer’s insurance and/or charging Consumer’s credit card.

2.12 “Drivo Branch” shall refer to any and all vehicle rental locations owned and/or operated by Respondent in New Jersey.

2.13 “Drivo Drop Box Location” shall refer to any and all locations owned and/or operated by, or for which services are provided by or for, Respondent in New Jersey to which rental vehicles are returned.

2.14 “Including” shall be construed as broadly as possible and shall mean “without limitation.” This definition applies to other forms of the word “Including” such as “Include[s].”

2.15 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c), and includes rental vehicles.

2.16 "New Jersey" and "State" shall refer to the State of New Jersey.

2.17 "Person" shall be defined in accordance with N.J.S.A. 56:8-1(d).

2.18 "Policy" or "Policies" shall include any procedures, practices, and/or established courses of action, whether written or oral.

2.19 "Represent[ing]" means to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or any other manner or means by which meaning might be conveyed.

2.20 "Restitution" shall refer to all methods undertaken by Respondent to resolve Consumer complaints, including the issuance of refunds or the reversal of credit card or debit card charges.

2.21 "Sale[s]" shall be defined in accordance with N.J.S.A. 56:8-1(e).

2.22 "Vehicle Inspection Slip" shall refer to the form by which any significant damage, as defined by the Damage Evaluator, is reported prior to and after any rental by Consumers.

3. REQUIRED AND PROHIBITED BUSINESS PRACTICES

3.1 Respondent shall not engage in any unfair or deceptive acts or practices in the conduct of any business in New Jersey and shall comply with all applicable State and/or Federal laws, rules, and regulations as now constituted or as may hereafter be amended including the CFA.

3.2 Respondent shall accurately disclose all of the charges that a Consumer will be required to pay if a rental vehicle is damaged, in accordance with the CFA, N.J.S.A. 56:8-2.

3.3 Respondent shall not alter Vehicle Inspection Slips to suggest that Consumers acknowledged damage to rental vehicles, when such is not the case, in violation of the CFA, N.J.S.A. 56:8-2.

3.4 Respondent shall not falsify accident/incident reports, in violation of the CFA, N.J.S.A. 56:8-2.

3.5 Respondent shall not bill subsequent customers for the same damage to the same rental vehicle, in violation of the CFA, N.J.S.A. 56:8-2.

3.6 Respondent shall accurately disclose existing damage on a rental vehicle to a Consumer at Check-Out, in accordance with the CFA, N.J.S.A. 56:8-2.

3.7 Respondent shall honor a rental rate which was agreed upon by way of an online reservation, in accordance with the CFA, N.J.S.A. 56:8-2

3.8 Respondent shall not post deceptive or misleading online advertisements or statements, including but not limited to advertised partnerships with corporate entities when no such partnership exists, in violation of the CFA, N.J.S.A. 56:8-2.

3.9 Respondent shall report all rental vehicle pre-existing damage on the Check-Out Vehicle Inspection Slip as guided by the Damage Evaluator and shall present the Vehicle Inspection Slip to Consumers for acknowledgment and signature at Check-Out.

3.10 Respondent shall provide Consumers with a copy of the completed and signed Check-Out Vehicle Inspection Slip with the rental vehicle at Check-Out, prior to their departure from the Drivo Branch, in accordance with the CFA, N.J.S.A. 56:8-2.22.

3.11 Respondent shall fully complete all Check-In procedures for Consumers returning rental vehicles to Respondent as soon as practicable.

3.12 Respondent shall report all return rental vehicle damage on the Check-In Vehicle Inspection Slip as guided by the Damage Evaluator and shall present the Vehicle Inspection Slip to Consumers for acknowledgment and signature at Check-In at a Drivo Branch.

3.13 Respondent shall provide Consumers with a copy of the completed and signed Check-In Vehicle Inspection Slip prior to their departure from the Drivo Branch at Check-In, in accordance with the CFA, N.J.S.A. 56:8-2.22.

3.14 Respondent shall inspect for damage any rental vehicle returned to a Drivo Drop Box Location prior to a subsequent rental.

3.15 Within forty-eight (48) hours of a Consumer's return of a rental vehicle to a Drivo Drop Box Location, Respondent shall provide written notification to the Consumer of any identified damage to the rental vehicle that occurred during the rental period. In such written notification, Respondent shall inform the Consumer that Respondent will be issuing a damage claim for repairs to the Consumer.

3.16 Within seven (7) business days of issuing a damage claim for repairs to a rental vehicle, Respondent shall forward a Damage Recovery Unit Form Introductory Letter to the Consumer who rented the vehicle.

3.17 Respondent shall not send any collection notices to a Consumer related to a damage claim for repairs unless and until Respondent has provided the Consumer with a Damage Recovery Unit Form Introductory Letter.

3.18 Respondent shall only charge Consumers additional fees relating to third party reservations, such as a "concession fee," when Consumers reserve their rental vehicles through

such third parties. Respondent shall not charge a “concession fee” or any other additional fee reflecting the use of a third party to reserve a rental vehicle when such is not the case.

4. AFFECTED CONSUMER COMPLAINT RESOLUTION

4.1 The Affected Consumers’ complaints shall be forwarded to the ADR Unit to reach a resolution through binding arbitration. Respondent agrees herein to consent to this arbitration process and to be bound by the arbitrator’s decision. Contemporaneously with the execution of this Consent Order, Respondent shall sign and return to the Division the Agreement to Arbitrate (a copy of which is attached as Exhibit A). Respondent further agrees to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. The Division shall notify in writing the Affected Consumer of the referral of the complaint to the ADR Unit. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached hereto as Exhibit B).

4.2 If Respondent fails or refuses to participate in the ADR program, the arbitrator may enter a default against Respondent. Unless otherwise specified in the arbitration award, Respondent shall pay all arbitration awards within thirty (30) days of the arbitrator’s decision. Respondent’s failure or refusal to pay an arbitration award in a timely manner shall constitute a violation of this Consent Order.

4.3 If an Affected Consumer fails or refuses to participate in the ADR program, that Affected Consumer’s complaint shall be deemed closed for purposes of this Consent Order.

4.4 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

5. ADDITIONAL CONSUMER COMPLAINTS

5.1 For a period of one (1) year from the Effective Date, the Division shall forward to Respondent copies of any Additional Consumer complaints received by the Division. The Division shall forward to Respondent such complaints within thirty (30) days of the Division's receipt thereof; provided that failure to forward such complaints within that time shall have no impact on Respondent's obligations under this Section of the Consent Order.

5.2 The Division shall notify the Additional Consumer, in writing, of the following: (a) that the Additional Consumer's complaint has been forwarded to Respondent; (b) that he/she should expect a response from Respondent within thirty (30) days from the date of this notice; and (c) the right to refer his/her complaint to the ADR Unit for binding arbitration if Respondent disputes the complaint and/or requested relief.

5.3 Within thirty (30) days of receiving the Additional Consumer complaint from the Division, Respondent shall send a written response to the Additional Consumer, with a copy sent by first class mail, fax or email to the following:

New Jersey Division of Consumer Affairs
Office of Consumer Protection
Case Initiation and Tracking Unit
124 Halsey Street, P.O. Box 45025
Newark, New Jersey 07101
Fax: (973) 273-8005
E-mail: cmt@dca.lps.state.nj.us

5.4 If Respondent does not dispute the Additional Consumer's complaint and requested relief, Respondent's written response shall so inform the Additional Consumer. Respondent shall contemporaneously provide Restitution to the Additional Consumer. Where Restitution concerns the reversal of credit or debit card charges, Respondent shall include

documents evidencing that such adjustments have been made. Where Restitution concerns a refund or other payment, such shall be made to the Additional Consumer by check or money order made payable to the Additional Consumer.

5.5 If Respondent disputes the Additional Consumer's complaint and/or requested relief, Respondent's written response shall include copies of all documents concerning Respondent's dispute of the Additional Consumer complaint.

5.6 Within forty-five (45) days of receiving from the Division the Additional Consumer's complaint, Respondent shall provide the Division with written notification whether the Additional Consumer's complaint has been resolved. Such notification shall include the following:

- a. The Additional Consumer's name and address;
- b. Whether or not the Additional Consumer's complaint has been resolved;
- c. An identification of the Restitution provided to the Additional Consumer along with an acknowledgment from the Consumer that their complaint has been resolved;
- d. Copies of all documents evidencing Restitution provided to the Additional Consumer;
- e. Confirmation that Respondent sent all mailings to the Additional Consumer as required by this Section; and
- f. In the event Respondent's written response and/or Restitution to the Additional Consumer was returned as undeliverable, the efforts Respondent has undertaken to locate the Additional Consumer.

5.7 Following the Division's receipt and verification that an Additional Consumer's complaint has been resolved, the Additional Consumer's complaint shall be deemed closed for purposes of this Consent Order.

5.8 If within sixty (60) days of Respondent's receipt of the Additional Consumer's complaint: (a) Respondent has not notified the Division that the Additional Consumer's complaint has been resolved; (b) Respondent has notified the Division that the Additional Consumer's complaint has not been resolved; or (c) Respondent has notified the Division that the Additional Consumer refuses Respondent's offer of Restitution, the Division shall forward such Additional Consumer complaint to the ADR Unit for binding arbitration. Respondent agrees herein to consent to this arbitration process and to be bound by the arbitrator's decision. Respondent further agrees to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. The Division shall notify in writing any such Additional Consumer and Respondent of the referral of the complaint to the ADR Unit. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached as Exhibit B).

5.9 If Respondent refuses to participate in the ADR program, the arbitrator may enter a default against Respondent. Unless otherwise specified in the arbitration award, Respondent shall pay all arbitration awards within thirty (30) days of the arbitrator's decision.

5.10 Respondent's failure or refusal to comply with the requirements of Sections 3.1 through 3.18, Sections 5.3 through 5.6, Sections 10.1 through 10.11, to participate in the arbitration process, and/or pay an arbitration award timely shall constitute a violation of this Consent Order. Under these circumstances, the Division may unilaterally discontinue the Additional Consumer complaint resolution process upon notice to Respondent.

5.11 If an Additional Consumer refuses to participate in the ADR program, that Additional Consumer's complaint shall be deemed closed for the purposes of this Consent Order.

5.12 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

6. SETTLEMENT PAYMENT

6.1 The Parties have agreed to a settlement of the Investigation in the amount of Eighty Thousand and 00/100 Dollars (\$80,000.00) ("Settlement Payment").

6.2 The Settlement Payment is comprised of Forty Four Thousand Five Hundred Twenty Four and 87/100 Dollars (\$44,524.87) in civil penalties, pursuant to N.J.S.A. 56:8-13, Two Thousand Six Hundred Seventy Seven and 88/100 Dollars (\$2,677.88) in Restitution to the Consumers listed in Schedule B, pursuant to N.J.S.A. 56:8-15; Nine Thousand Five Hundred Thirty Five and 25/100 Dollars (\$9,535.25) in investigative costs, pursuant to N.J.S.A. 56:8-11, and Twenty Three Thousand Two Hundred Sixty Two and 00/100 Dollars (\$23,262.00) in attorneys' fees, pursuant to N.J.S.A. 56:8-19.

6.3 The Settlement Payment shall be paid in sixteen (16) monthly installments, as follows:

- a. Five Thousand and 00/100 Dollars (\$5,000.00) shall be paid contemporaneously with the signing of this Consent Order due July 1, 2020; and
- b. Five Thousand and 00/100 Dollars (\$5,000.00) shall be paid on or before the first of each month starting August 1, 2020 and concluding October 1, 2021.

6.4 Respondent shall make the Settlement Payment by certified check, cashier's check, money order, credit card, or wire transfer payable to the "New Jersey Division of Consumer Affairs" and forwarded to:

Case Initiation and Tracking Unit
New Jersey Department of Law & Public Safety
Division of Consumer Affairs
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101
Attn: Van Mallett, Lead Investigator

6.5 Upon making the Settlement Payment, Respondents shall immediately be fully divested of any interest in, or ownership of, the monies paid, and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

6.6 In the event Respondent fails to comply with the requirements of Section 6.3, the Division shall provide Respondent with notice seeking payment of any unpaid portion of the Suspended Penalty, as well as any unpaid portion of the Settlement Payment (“Notice of Noncompliance”). Respondent shall be afforded a fifteen (15) day period from receipt of the Notice of Noncompliance within which to cure any noncompliance (“Cure Period”). In the event that Respondent fails to cure the noncompliance within the Cure Period, the Division will file a Certificate of Debt for any unpaid portion of the Settlement Payment.

6.7 In the event Respondent subsequently fails to comply with the requirements of Section 6.3, in lieu of issuing another Notice of Noncompliance, the Division may file a Certificate of Debt for any unpaid portion of the Settlement Payment, and, if applicable, commence additional enforcement efforts.

7. GENERAL PROVISIONS

7.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

7.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

7.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

7.4 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

7.5 Except as otherwise explicitly provided in this Consent Order, nothing in this Consent Order shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

7.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

7.7 This Consent Order shall be binding upon Respondent as well as its successors and assigns, and any Person through which it may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct its business.

7.8 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order be used to avoid compliance with this Consent Order.

7.9 This Consent Order is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall constitute or be construed as: (a) an approval, sanction or authorization by the Attorney, General, the Division or any other governmental unit of the State of any act or practice of Respondent; or (b) an admission by Respondent that any of its acts or practices described in or prohibited by this Consent Order are unfair, or deceptive or violate the CFA.

7.10 This Consent Order is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms of this Consent Order; or (b) any action or proceeding involving a Released Claim (as defined in Section 9) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

7.11 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

7.12 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 to -13.

8. REPRESENTATION AND WARRANTIES

8.1 The Parties Represent and warrant that an authorized representative of each has signed this Consent Order with full knowledge, understanding and acceptance of its terms and that the representative has done so with authority to legally bind the respective Party.

8.2 Respondent Represents and warrants that, at present, Respondent's management, including Regional Managers, District Managers, and Branch Managers, and Drivo Branch employees receive initial training in vehicle rental practices.

9. RELEASE

9.1 In consideration of the payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondent making the Settlement Payment in the manner specified in Section 6, the Division hereby agrees to release Respondent from any and all civil claims or Consumer-related administrative claims, to the extent permitted by State law, which the Division could have brought against Respondent for violations of the CFA, arising out of the Investigation, as well as the matters specifically addressed in this Consent Order ("Released Claims").

9.2 Notwithstanding any term of this Consent Order, the following do not comprise Released claims: (a) private rights of action provided, however, that nothing herein shall prevent the Respondent from raising the defense of set-off against an Affected Consumer or an Additional Consumer who has received Restitution; (b) actions to enforce this Consent Order; and (c) any claims against Respondent by any other agency or subdivision of the State.

10. MONITORING FOR COMPLIANCE

10.1 Within thirty (30) days of the Effective Date, Respondent shall distribute a summary of this Consent Order to the Branch Manager, District Manager and Regional Manager for each Drivo Branch ("Consent Order Summary"). Within forty-five (45) days of the Effective Date, Respondent shall provide the Division with an acknowledgment that each of the above-referenced Persons have been provided with the Consent Order Summary, along with an alphabetical list of names and titles of such Persons. Respondent shall have an ongoing obligation to provide the Consent Order Summary to such Persons for a period of two (2) years from the Effective Date. With respect to non-managerial employees, Respondent shall make available the Consent Order Summary through a conspicuous link on any internal company website for which all employees have access for a period of at least two (2) years from the Effective Date.

10.2 Respondent shall maintain uniform Policies for its Sale of additional Merchandise, Including rental vehicle insurance coverage, at Drivo Branches, among other things, to ensure that Consumers are informed of any additional charges associated with such additional Merchandise and/or that Consumers expressly authorize the purchase of such additional Merchandise.

10.3 Respondent shall maintain uniform Policies for rental vehicle Check-Out procedures at Drivo Branches, among other things, to ensure that a Check-Out procedure is completed per company standards and to ensure that: (a) Consumers have an opportunity to fully inspect their rental vehicle for pre-existing damage prior to their departure from the Drivo Branch; and (b) Respondent's employees report all rental vehicle pre-existing damage on the

Vehicle Inspection Slip as guided by the Damage Evaluator, present the Vehicle Inspection Slip to Consumers for acknowledgment and signature, and provide Consumers with a copy of the Vehicle Inspection Slip.

10.4 Respondent shall maintain uniform Policies for rental vehicle Check-In procedures at Drivo Branches to ensure that a Check-In procedure is completed per company standards and to ensure that Respondent's employees report all return rental vehicle damage on the Vehicle Inspection Slip as guided by the Damage Evaluator, present the Vehicle Inspection Slip to Consumers for acknowledgment and signature, and provide Consumers with a copy of the Vehicle Inspection Slip.

10.5 Respondent shall maintain uniform Policies for rental vehicle Check-In procedures at Drivo Drop Box Locations to ensure that Check-In procedures are completed per company standards and to ensure that Drivo Branch employees provide written notification to Consumers if Respondent intends to pursue a damage claim for repairs to a rental vehicle.

10.6 Respondent shall maintain uniform Policies for rental vehicle Check-In procedures at Drivo Drop Box Locations to ensure that any returned vehicle is inspected for damage prior to a subsequent rental.

10.7 Within thirty (30) days of the Effective Date, and for a period of at least two (2) years thereafter, Respondent shall designate a Branch Manager at each Drivo Branch to conduct oversight of employee Check-Out and Check-In procedures to ensure compliance with Respondent's uniform Policies.

10.8 Respondent shall provide Branch Managers and other appropriate employees with the training and/or instruction necessary to ensure compliance with this Consent Order.

10.9 Within thirty (30) days of the Effective Date, and for a period of at least two (2) years thereafter, all employees of Respondent whose principal work site is a Drivo Branch shall participate in an additional training that concerns Check-Out and Check-In procedures of rental vehicles as well as Policies for the Sale of additional Merchandise such as rental vehicle insurance coverage.

10.10 Within thirty (30) days of the Effective Date, and for a period of at least two (2) years thereafter, Respondent's Branch Managers shall participate in training sessions not less than twice each year, which shall include: (a) Sales practices regarding additional services and products; (b) instructions on how to perform correct Check-Out and Check-In procedures and ensure that they are consistently executed; and (c) instructions on how to address damage issues with Consumers.

10.11 Within thirty (30) days of the Effective Date, and for a period of at least two (2) years thereafter, Respondent shall designate a senior management-level employee as the Inspection Compliance Specialist ("ICS"). The duties of the ICS shall include monitoring compliance with Respondent's Check-Out and Check-In Policies and the terms of this Consent Order at all Drivo Branches. The ICS shall maintain all records and documentation from the two (2) year period evidencing all compliance efforts as set forth in this Consent Order and shall provide such documents to the Division upon request. The ICS may delegate duties to other employees of Respondent, appoint "backup" ICSs, or retain third-parties as the ICS deems reasonable and appropriate to assist with the ICS's responsibilities. The ICS shall be the designated corporate contact Person for inquiries from the Division, and shall inform the Division of any delegation of duties.

11. PENALTIES FOR FAILURE TO COMPLY

11.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Order, or to seek sanctions for violations hereof or both.

11.2 The Parties agree that any future violations of the provisions of Section 3 of this Consent Order and/or the CFA shall constitute a second or succeeding violation pursuant to N.J.S.A. 56:8-13 and that Respondent may be liable for enhanced civil penalties.

12. COMPLIANCE WITH ALL LAWS

12.1 Except as provided in this Consent Order, no provision herein shall be construed as:

- a. Relieving Respondent of its obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- b. Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondent pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondent may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

13. NOTICES UNDER THIS CONSENT ORDER

13.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondent pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

Assistant Deputy of Enforcement, Office of Consumer Protection
Division of Consumer Affairs, State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
124 Halsey Street - 7th Floor
P.O. Box 45028
Newark, New Jersey 07101

For Respondent:

Drivo LLC
c/o Timur Djuraev
408-416 Carnegie Avenue
Newark, New Jersey 07114

IT IS ON THE 16th DAY OF September, 2020 SO
ORDERED.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: 
PAUL R. RODRÍGUEZ, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

**THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS
CONSENT ORDER ON THE DATES BESIDE THEIR RESPECTIVE SIGNATURES.**

FOR THE DIVISION:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: Jesse Sierant
Jesse J. Sierant
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: 7/1, 2020

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

FOR RESPONDENTS:

GRAYSON AND ASSOCIATES, LLC

By: [Signature]
Brian P. Matousek, Esq.

Dated: 6/29, 2020

33 Bleeker Street, Suite 202
Millburn, New Jersey 07041

DRIVO LLC d/b/a DRIVO RENT-A-CAR

By: [Signature]
Timur Djuraev, Registered Agent
Drivo Rent-A-Car
408-416 Carnegie Avenue
Newark, New Jersey 07114

Dated: 04-27 -, 2020

Schedule A - Affected Consumers

Enaliev, D.
Hernandez, L.
Miller, S.
Shade, C.

Schedule B – Consumers For Restitution

Evans, G.
Gupta, P.
Javanbakht, A.
Mandava, N.
Milan, S.
Tarango, B.

EXHIBIT A

(Agreement to Arbitrate)

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CONSUMER AFFAIRS
ALTERNATIVE DISPUTE RESOLUTION UNIT
153 Halsey Street - Seventh Floor
Newark, New Jersey 07101
(973) 504 - 6100

Arbitration Program

PLEASE REVIEW THIS DOCUMENT. SIGN IT AND RETURN IT TO THIS OFFICE IN THE SELF STAMPED ENVELOPE NO LATER THAN 10 DAYS AFTER RECEIVING THIS AGREEMENT. KEEP A COPY FOR YOUR OWN RECORDS.

INTRODUCTION

In order to resolve a pending dispute that resulted in the filing of a complaint with or against a State agency, you have agreed to participate in an arbitration conducted by the **Alternative Dispute Resolution Unit ("ADR Unit")** of the New Jersey Department of Law and Public Safety's Division of Consumer Affairs.

Arbitration is a process in which a trained volunteer reviews the facts of the case and the issues in question in order to come up with a final decision which will resolve the controversy. Although the arbitrator is not a judge, the decision issued is final and binding on the parties who have agreed to participate in arbitration as a method of settling a dispute.*

There are certain of your rights that may be altered by participating in arbitration and there are certain agreements to which you must be willing to commit in order for this process to be successful in resolving your complaint. Completion of the "Agreement to Arbitrate" is designed to ensure that you understand the process involved, as well as the impact of a completed arbitration.

By signing this form, you agree to comply with its terms and with the terms of any agreed upon resolution, as set forth below.

DISCLOSURE

Before agreeing to participate in arbitration, all parties must be aware that the arbitrator's decision is final and binding and after a decision has been issued the parties cannot use any process, including the court system, to seek further relief for the dispute at hand. Essentially, once an arbitration has been completed and a decision issued, there is no more dispute. Consequently, decisions are issued as conclusions only. There will be no findings of fact, and no opinion or rationale given by the arbitrator. In short, the arbitrator's award is final, binding and prevents either party from looking for further assistance through any other process.

* There are only a very few instances in which an arbitration can be reviewed by a court or reconsidered by the arbitrator. An arbitrator's award is final and usually not subject to review by the courts unless it can be shown that fraud, corruption, or misconduct occurred in the process of arbitration or by the arbitrator. This is not legal advice nor is it a legal interpretation upon which any party can rely. At no time can any member of the ADR Unit, including the arbitrator, offer or provide any form of legal advice to a participant in dispute resolution.

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CONSUMER AFFAIRS
ALTERNATIVE DISPUTE RESOLUTION UNIT

AGREEMENT TO ARBITRATE

By signing this form and participating in the arbitration process, I hereby state that I understand and agree with the following:

1. I am willingly and voluntarily participating in arbitration;
2. I will participate fully in the arbitration process and participate in good faith at all times;
3. I will not subpoena or ask the arbitrator or any member of the ADR staff and its legal counsel to testify or divulge any records or information from the arbitration process in any judicial, administrative or other proceeding or action;
4. I agree that neither the arbitrator nor the staff of the ADR Unit will be liable in anyway for damages or injunctive relief for any act or omission in connection with the arbitration conducted in accordance with the rules, procedures and guidelines provided to me before the start of the session;
5. I agree that arbitration sessions are to be private and that persons other than the parties, their attorney or other representative, the director of the ADR Unit or an authorized representative and the arbitrator may attend the proceedings only with the permission and agreement of both parties and the arbitrator;
6. I will not record the arbitration session by or with any electronic or other recording or stenographic device;
7. I will comply with all the rules, procedures and guidelines set out in the document and established by the arbitrator at the start of the session;
8. There will be no finding of fact, and no opinion or rationale provided by the arbitrator.

I HAVE READ THIS DOCUMENT CAREFULLY AND UNDERSTAND THE RULES SET FORTH ABOVE. THE ARBITRATION PROCESS HAS BEEN EXPLAINED TO ME AND ALL OF MY QUESTIONS HAVE BEEN ANSWERED. I UNDERSTAND THAT I DO NOT HAVE TO PARTICIPATE IN THIS ARBITRATION PROGRAM AND THAT PARTICIPATION IS NOT A PRECONDITION TO SEEKING ANY OTHER RELIEF PRIOR TO THE BEGINNING OF THE ADR PROCESS. I AM AWARE AND AGREE THAT ONCE I HAVE SIGNED THIS AGREEMENT TO ARBITRATE I MAY NO LONGER WITHDRAW FROM THIS ARBITRATION PROCESS. ALSO, WHEN A DECISION IS REACHED ALL PARTIES ARE BOUND BY THAT DECISION. MOREOVER, THAT DECISION IS BINDING AND PREVENTS EITHER PARTY FROM PURSUING ADDITIONAL RELIEF RELATED TO THIS MATTER IN ANY OTHER FORUM OR THROUGH ANY OTHER PROCESS.

COMPLAINANT

Signature

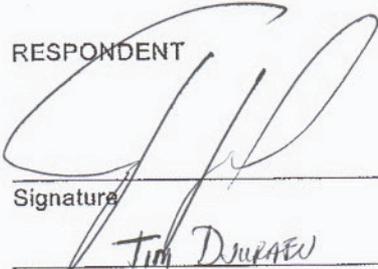
Print Name

Address

City, State, and Zip Code

Date

RESPONDENT



Signature

Print Name

Address

City, State, and Zip Code

Date

EXHIBIT B

(ADR Unit Guidelines)

NEW JERSEY OFFICE OF THE ATTORNEY GENERAL
DIVISION OF CONSUMER AFFAIRS
ALTERNATIVE DISPUTE RESOLUTION UNIT

ADR UNIT GUIDELINES

INTRODUCTION

The Division of Consumer Affairs ("Division") started the Alternative Dispute Resolution ("ADR") Unit in May 1992 as an independent, non-advocacy unit within the Division. It was designed to offer a method of resolving problems without using the court system, thereby avoiding the time and expense of court cases. Two programs are available for settling disputes: mediation and arbitration. In the mediation program, the parties involved work directly with a mediator who, as an uninvolved third party, helps to create an atmosphere that is conducive to resolving the issues. In arbitration, the parties present their problem to a neutral individual who analyzes the presentations and then issues a final decision that all parties must follow. Both approaches use trained volunteers and are generally available to the parties at no cost. Originally, the Division made these services available only for settling disputes between businesses and consumers. Over time, however, the focus has been expanded and this assistance is now available to various State agencies.

I. DEFINITIONS

Listed below are definitions for terms used in these Guidelines and in the various ADR processes:

(1) **"Arbitration"** is a voluntary means of settling a disagreement in which an arbitrator assigned by the ADR Unit reviews the facts of the case, meets with the parties, and issues a final non-reasoned award that is binding on everyone involved. (A "non-reasoned award" means the parties receive the decision reached by the arbitrator but not the rationale that went into reaching that decision.) Once such a decision is issued, the parties' right to seek further review through the court system is very limited. If necessary, however, the terms of the award can be enforced by the courts. (See discussion below). For the purposes of these Guidelines, an arbitration begins at the time the parties sign the arbitration agreement. (See section VI below.)

(2) An **"arbitrator"** is a volunteer trained by the Division who reviews the facts of the case, meets with the parties and issues a final and binding decision.

(3) A **"complaint"** is a dispute arising out of an interaction between a business and a consumer or between an individual and a State agency, as well as from cases referred by a State agency.

(4) A **"complainant"** is the person who brings the dispute to the attention of the Division or the Unit.

(5) **"Mediation"** is the process by which a mediator works with the parties in an effort to help them craft and agree upon a solution to the dispute. For the purposes of these Guidelines, a mediation begins at the time the parties agree to mediate. That settlement, once reached, is binding on the parties. (See section VI below.)

(6) A **"mediation document"** is any written material prepared before or during the mediation for purposes of the mediation. Such papers may include, but are not limited to, memoranda, notes, files and records.

(7) A **"mediator"** is a volunteer trained by the Division to serve as a neutral third party to help settle disputes brought to the ADR Unit. The mediator does not have the authority to impose a resolution upon the parties.

(8) A **"party"** is a complainant or respondent and may be an individual, corporation, association or other legal entity.

(9) A **"respondent"** is the party against whom the complaint is filed.

II. **WHAT IS MEDIATION?**

In mediation, through one or more sessions, the mediator encourages the parties to explain their positions about the dispute and helps them develop a solution that is acceptable to them. This is a voluntary procedure that, when successful, quickly turns a dispute into a winning situation for both parties; as a result, long and costly litigation can be avoided.

The mediator may conduct joint and separate meetings with the parties and may propose oral and written suggestions for settlement. (At the discretion of the mediator, the mediation may be conducted by telephone.) The mediator determines when each party may speak during a mediation conference. The mediator may also decide whether the party's representative may speak during the conference. If necessary, the mediator may obtain expert advice concerning technical aspects of the dispute. When appropriate, and when they agree, the parties will jointly pay for such advice. Arrangements for obtaining that input will be made by the mediator or by agreement of all parties.

It is important to note that although mediation is non-binding, once a resolution is reached and agreed upon by the parties, it is binding on all involved, as would any agreed upon contract.

III. **WHAT IS ARBITRATION?**

The arbitration process also uses trained volunteers to resolve disputes. The arbitrator reviews the facts and issues of the dispute, hears testimony, accepts evidence and evaluates the positions of the parties. Unlike mediation where the parties have agreed to a resolution, in arbitration the arbitrator issues a binding decision. That decision is in the form of a non-reasoned award; that is, no findings of fact and no opinion or rationale are provided by the arbitrator. Additionally, arbitration is not as formal as a court

proceeding. For example, evidence often unacceptable in a court proceeding may be admissible in an arbitration. The parties are bound by and must follow the decision. This process is also faster and less costly than taking a case to court, and the arbitrator's award is viewed as an end to the case. Arbitration awards cannot be challenged in court except under very limited circumstances. For example, in order to overturn a decision, there must be a showing of favoritism, prejudice, fraud, misconduct, or blatant disregard of the rules and procedures in relation to the process of the arbitration. Once a dispute has been submitted for arbitration and an award is issued, neither party can later choose to resolve the dispute again in any other manner, including use of the court system. Please note that if any party to the dispute fails to comply with the arbitrator's decision, the offended party may apply to a court of appropriate jurisdiction to have the decision enforced pursuant to N.J.S.A. 2A:23B-22.

IV. GENERAL GUIDELINES FOR DISPUTE RESOLUTION

Standard for Participation

The Director of the ADR Unit accepts referrals from State agencies for mediation or arbitration of complaints that are appropriate for those types of dispute resolution. Such complaints include, among others, requests for restitution, replacements or exchanges of merchandise, warranty claims, and specific performance under a contract.

The Director of the Unit may, in his discretion, decline to accept matters for dispute resolution if the matter is not suitable for arbitration or mediation. In making that determination, the Director shall consider the nature of the relief sought by the complainant (money damages or other relief that can be awarded) and whether the responding party continues to exist or has the resources to address the complaint (for example, the company is bankrupt). If the referral is made pursuant to a Consent Order from a State Agency, any decision to decline to attempt dispute resolution shall be promptly conveyed to that agency along with the reasons for the decision.

Complaint Review

The ADR Unit reviews the complaints it receives to determine their suitability for the Unit's dispute resolution processes. If the Unit finds that a complaint is appropriate for resolution, either through mediation or arbitration, it will offer those services to the parties involved. Though the ADR Unit and/or the parties decide if mediation or arbitration will be used, generally, unless otherwise required by consent order, matters will be mediated.

If the ADR Unit considers a complaint inappropriate for its dispute resolution procedures, it will return the complaint to the agency that initially referred it to the Unit.

Beginning the Process

Once a complaint has been accepted by the ADR Unit, a letter is sent to all parties. When

mediation is the proposed process, the letter to the complainant says that the complaint has been received and that the other party, the respondent, is being contacted. The letter to the respondent offers a brief description of the complaint. The letters to both parties name the neutral third party appointed and state how to best contact that person.

In matters to be arbitrated, both parties will be informed of the date of the hearing through ADR Unit staff. In arbitration, ex parte communication, that is contact by one party without the presence of the other, is strictly prohibited. Once the parties agree to participate in dispute resolution, the process is started. Should an arbitrator or mediator become unwilling or unable to serve, the ADR Unit will appoint an alternate.

Representation

Any party may be represented by an attorney during dispute resolution proceedings. In mediation, any individual designated by a party may accompany the party to and participate in a mediation.

Date, Time and Place of Mediation or Arbitration

The mediator shall set the date and time of each conference. In the case of an arbitration, the ADR Unit staff, will fix the date and time of the hearing. Unless the parties are notified otherwise, sessions are held at the offices of the ADR Unit, located at 153 Halsey Street, 7th floor, Newark, New Jersey. In mediation, the mediator and the parties may decide that the sessions will be conducted over the telephone. In arbitration, telephone hearings will only be conducted under extenuating circumstances. The Unit attempts to arrange convenient dates and times for all sessions. In the case of an arbitration, if necessary, the date and time of the hearing may be imposed by the ADR Unit staff. Parties failing to cooperate in setting a date and time or failing to appear when required, may forfeit the ability to present their case to the arbitrator and a decision may be rendered without their ability to offer testimony or evidence beyond those documents submitted to the Unit in advance of the arbitration.

Identification of Matters in Dispute

A) Mediation

During an initial telephone conference, the mediator and the parties will discuss what information should be provided, including a brief description of the facts, issues and positions in dispute and the parties' desired outcome. That information and copies of any supporting documents must be produced at least five days before the first session. Documents may be exchanged between the parties if everyone expressly agrees to that process. The mediator may ask that additional information be provided before, during or after the sessions.

B) Arbitration

The ADR Unit will assign an arbitrator who will hear the matter. Once an arbitrator has been selected to hear the case, the arbitrator's curriculum vitae will be sent to each party to the dispute. (Please

see the **Disclosure** section - D, below, for the process used to challenge the selection of that arbitrator.) An ADR staff member will then contact the parties to establish a schedule. At least ten days before the first session, each party must provide the arbitrator, through the Unit staff, a brief written description of the facts and issues in dispute, all appropriate documents and background information that are relevant to the dispute and a statement of the relief sought through the arbitration process. Arbitration, through the ADR Unit will not award punitive or consequential damages. At any time during the process, the arbitrator may compel the production of additional information through documents or witnesses by way of subpoena.

Parties will be given the opportunity to present their case in its entirety, including all necessary documentation. However, unless otherwise expressly stated by the arbitrator, no evidence or testimony will be accepted by the arbitrator once the hearing has been concluded.

C) Written Requirements

Before starting a face-to-face mediation or an arbitration, parties must agree to certain terms. There are agreement forms that must be read, understood and signed before anyone can participate. Copies of those forms are provided to the parties prior to the initial mediation or arbitration session but are signed only in the presence of the mediator or arbitrator. (Generally parties who participate in telephone mediation are not required to sign the form. They will, however, be required to indicate acceptance of the terms governing the mediation during the telephone conference.)

D) Disclosure

A person appointed as an arbitrator shall disclose to the ADR staff and to the parties any circumstance likely to raise any question as to the arbitrator's impartiality or independence, including any bias or financial interest or past or present relationship with parties or their representatives. This shall remain a continuing obligation of the arbitrator. Notice of any challenge to the impartiality or independence of the arbitrator shall be made within five (5) days of becoming aware of circumstances giving rise to the challenge. This notice shall be in writing to the ADR Unit and shall set forth the facts and circumstances giving rise to the challenge.

V Privacy

All sessions are private and confidential. Only parties and their designated representatives may attend conferences and/or hearings. Other persons may attend only with the permission of the parties and with the consent of the mediator or arbitrator and the Unit Director.

VI CONFIDENTIALITY OF DISPUTE RESOLUTION SESSIONS

All information provided by parties during the mediation process is confidential. Success of mediation depends in large part on a free exchange of information, so it is important that parties feel free to discuss issues openly. Information provided by one party will not be revealed to the opposing party without the explicit authorization of the revealing side. Mediators cannot be forced to release any

information or to testify about the mediation in a lawsuit or court proceeding. All mediation documents are considered confidential. (For a full description of these rights and responsibilities please see N.J.S.A. 2A:23C-4, 5 and 6.)

In arbitrations, information provided to the arbitrator must also be given to the opposing party. Parties must maintain the confidentiality of the arbitration and may not disclose information except to the staff of the ADR Unit. Confidentiality as discussed in this section, takes effect upon the parties' agreement to participate in the ADR process. The following documents related to the arbitration proceeding are not considered confidential and may be available upon request to persons or entities:

- a) The complaint, with all its attachments, that initiated the arbitration;
- b) The response to the initial complaint, with all its attachments,; and
- c) The arbitrator's award.

All other documents submitted in the course of the arbitration are considered confidential and not available to any person or entity except the parties involved, the staff of the ADR Unit and its counsel.

No taped or stenographic record may be made of any dispute resolution process.

VII TERMINATION

A mediation will be concluded in one of the following ways:

- 1) the signing of a written settlement agreement by the parties;
- 2) an oral agreement between the parties;
- 3) a written or oral statement of the mediator saying that further efforts at mediation will not be productive; or
- 4) a statement by a party or parties withdrawing from the mediation proceedings.

An arbitration will be concluded in one of the following ways:

- 1) upon the issuance of a decision by the arbitrator;
- 2) a written agreement between the parties resolving the dispute; or
- 3) a written statement by all parties that they no longer wish to continue the arbitration.

VIII EXCLUSION OF LIABILITY

Neither the staff of the ADR Unit nor any mediator or arbitrator is a necessary party in a judicial proceeding related to the dispute that is being resolved. Parties to an arbitration expressly agree to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14 and the New Jersey Tort Claims Act, N.J.S.A. 59:10A-1 et seq. Parties to a mediation or arbitration shall be deemed to have consented that neither the staff of the ADR Unit nor any mediator or arbitrator shall be liable to any party in any way for damages or for injunctive relief for any act or omission in connection with any mediation or arbitration conducted under these rules.

IX INTERPRETATION AND APPLICATION OF RULES

Mediators and arbitrators shall interpret and apply these rules as they relate to their duties and responsibilities. All other rules shall be interpreted and applied by the Director of the ADR Unit.

Revised December 2010