

ANDREW J. BRUCK  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Division of Consumer Affairs

**FILED**

October 14 2021

Division of Consumer Affairs

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

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

In the Matter of

ELRAC, LLC d/b/a ENTERPRISE  
RENT-A-CAR,

Respondent.

Administrative Action

**ASSURANCE OF VOLUNTARY  
COMPLIANCE**

**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 to -226 (“CFA”), have been or are being committed by or on behalf of ELRAC, LLC d/b/a Enterprise Rent-A-Car, with a main business address of 1550 Route 23 N, Wayne, New Jersey 07470, 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, offer for Sale and/or Sale of rental vehicles to Consumers in New Jersey;

**WHEREAS** the Division alleges that Respondent violated the CFA, among other things, by: (1) representing to Consumers at vehicle Check-Out that they will not be liable for pre-existing vehicle damage, but then billing the Consumers for such damage; (2) billing Consumers for damage to rental vehicles that did not occur during their rental; (3) failing to fully complete Check-Out and walk-around procedures and/or failing to afford Consumers an opportunity to fully inspect their rental vehicle for pre-existing damage prior to use;

**WHEREAS** Respondent denies that it has committed any violations of the CFA; 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 this Assurance of Voluntary Compliance ("AVC"), without having admitted any fact or violation of law, and for good cause shown:

**IT IS AGREED** as follows:

**1. EFFECTIVE DATE**

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

**2. DEFINITIONS**

As used in this AVC, 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 New Jersey state 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 Consumers” shall refer to the Consumers 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],” “Area 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 process, Including, but not limited to, inspection and walk around procedures, by which Consumers return a rented vehicle to an Enterprise Location.

2.7 “Check-Out” shall refer to the process, Including, inspection and walk around procedures, by which Consumers rent a vehicle from an Enterprise Location.

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

2.9 “Damage Evaluator” shall refer to the visual card used to assess physical damage to a rental vehicle or other process in place by Respondent to assess the extent of physical damage to a rental vehicle.

2.10 “Damage Inspection Form” shall refer to any form, Including the rental agreement or contract, or other method, by which any significant damage, as defined by the Damage Evaluator, is reported prior to and after any rental by Consumers.

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

2.12 “Damage Recovery Unit Form Introductory Letters” shall refer to the written correspondence sent or provided to Consumers after Respondent identifies damages to the rental vehicle and which provide further details to Consumers regarding the Damage Recovery Unit and guidance on filing claims with Consumer’s insurance and/or credit card companies.

2.13 “Enterprise Location” shall refer to any and all vehicle rental or vehicle return locations owned and/or operated by Respondent in New Jersey under the Enterprise Rent-A-Car brand.

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 and additional services offered in rental agreements.

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, processes, 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).

### **3. REQUIRED AND PROHIBITED BUSINESS PRACTICES**

3.1 Respondent understands its obligation not to engage in any unfair or deceptive acts or practices in the conduct of any business in New Jersey. Respondent agrees to 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 utilize all reasonable efforts to comply with all of its Policies concerning rental vehicle Check-Out procedures.

3.3 Respondent shall utilize all reasonable efforts to complete all Check-Out procedures prior to a Consumer’s departure with the rental vehicle.

3.4 Respondent shall afford Consumers an opportunity to fully inspect their rental vehicle for pre-existing damage at the time the Consumer takes possession of the rental vehicle.

3.5 Respondent shall document all observable rental vehicle pre-existing damage on the Damage Inspection Form as guided by the Damage Evaluator and Respondent where it has documented such damage shall present the Damage Inspection Form to Consumers, if present, for acknowledgment and signature.

3.6 Respondent shall provide Consumers present at the Enterprise Branch with a copy of the completed and signed Damage Inspection Form prior to their departure from the Enterprise Branch with the rental vehicle.

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

3.8 Respondent shall document all observable returned rental vehicle damage on the Damage Inspection Form as guided by the Damage Evaluator and shall notify the Consumers of any such damage as provided for herein.

3.9 In the event there is observable damage as guided by the Damage Evaluator identified to a rental vehicle, Respondent shall provide Consumers with a copy of the completed and signed Damage Inspection Form promptly after check-in of the vehicle.

3.10 Respondent shall use all reasonable efforts to ensure that Consumers are not billed for rental vehicle damage that did not occur during their rental period, in violation of the CFA, N.J.S.A. 56:8-2.

3.11 Paragraphs 3.5, 3.6, 3.7, 3.8 and 3.9 shall not be applicable in the event the Consumer participates in a Respondent special customer program that allows for the Consumer to depart with or return the rental vehicle without completing the regular Check-Out or Check-In procedures, and which shall include, but not be limited to, any method in which a Consumer receives and/or returns a rental vehicle wherein the Consumer either elects to undertake either such process with or without any interface with Respondent personnel or is otherwise unable to carry out either such process with or without any interface with Respondent personnel. However, in such case where the Consumer departs or returns the rental vehicle without completing the regular Check-Out or Check-In procedure, and/or receives or returns a rental vehicle without interface with Respondent Personnel, Respondent shall maintain uniform policies and procedures to ensure that: (a) Respondent informs Consumers to fully inspect their

rental vehicle for pre-existing damage upon taking possession of the rental vehicle and Consumer has an opportunity to report any pre-existing damage to Respondent; (b) Respondent maintains any information provided by the Consumer in electronic or other form; and (c) Respondent maintains all damage and damage repair records on all rental vehicles and will provide all damage and damage repair records to the Consumer upon request in the event Respondent subsequently bills the Consumer for any rental vehicle damage.

3.12 Respondent shall inspect any rental vehicle returned to an Enterprise Location for damage as guided by the Damage Evaluator prior to a subsequent rental.

3.13 Within 5 business days of a rental vehicle being checked by Enterprise after the completion of a rental to an Enterprise Location, Respondent shall provide notification, including a Damage Recovery Form Introductory Letter, to the Consumer of any observable rental vehicle damage as guided by the Damage Evaluator that occurred during the rental period. In such notification, Respondent shall inform the Consumer that Respondent may be issuing a damage claim for repairs, and if so, the Consumer will be notified in writing.

3.14 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.

3.15 Respondent shall provide the Division with all current versions of the Damage Evaluator being utilized by Respondent within ten (10) business days of receipt of any such request from the Division.

#### **4. AFFECTED CONSUMER COMPLAINT RESOLUTION**

4.1 The unresolved Affected Consumers' (referred to in Schedule A) 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. 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. Within forty-five (45) days from the Effective Date, the Division shall provide written notification to the Affected Consumers and Respondent of the referral of the Affected Consumers' complaint to the ADR Unit to reach a resolution through binding arbitration. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached 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, all arbitration awards, whether in favor of Respondent or the Affected Consumer, shall be paid as specified in the arbitrator's decision. Respondent's failure or refusal to participate in the arbitration process or to pay an arbitration award in a timely manner shall constitute a violation of this AVC.

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 AVC. The failure or refusal of a Consumer to participate in the ADR program shall not affect the Consumer's rights or obligations under the rental agreement and Respondent may continue to look to the Affected Consumer for any amounts billed.



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 two (2) years 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 any Additional Consumer complaint 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 AVC.

5.2 After forwarding the complaint to Respondent, the Division shall notify the Additional Consumer, in writing, of the following: (a) that his/her complaint has been forwarded to Respondent; (b) that he/she should expect a response from Respondent within forty five (45) 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 forty-five (45) 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, overnight 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](mailto:cmt@dca.lps.state.nj.us)

5.4 If Respondent does not dispute the Additional Consumer's complaint and requested relief, or if Respondent has otherwise agreed to resolve the Additional Consumer's

complaint, Respondent's written response shall so inform the Additional Consumer. Respondent shall contemporaneously provide any agreed upon Restitution to the Additional Consumer. Where Restitution concerns the reversal of some or all 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. Respondent shall provide copies of documents evidencing any Restitution provided to the Additional Consumer and confirmation that Respondent sent all mailings to the Additional Consumer as required by this Section.

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 If Respondent has been unable to communicate with the Additional Consumer, Respondent shall describe its efforts to locate or communicate with such Consumer. 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. The Restitution, if any, provided to the Additional Consumer;
- d. Copies of all documents evidencing any 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 were returned as undeliverable, or in the event the Additional Consumer failed to respond to Respondent's mailings, the efforts Respondent has undertaken to locate or communicate with 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 AVC.

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 or that, despite good faith efforts by Respondent to make contact, the Additional Consumer has failed to communicate with Respondent; (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. Contemporaneously with its 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 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, all arbitration awards, whether in favor of Respondent or the Additional Consumer, shall be paid as specified in the arbitrator's decision.

5.10 Respondent's failure or refusal to comply with the requirements of Sections 3.1 through 3.15, 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 AVC. 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 AVC. The failure or refusal of a Consumer to participate in the ADR program shall not affect the Consumer's rights or obligations under the rental agreement, and Respondent may continue to look to the Affected Consumer for any and all amounts billed.

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 Fifty Thousand and 00/100 Dollars (\$50,000) ("Settlement Payment").

6.2 The Settlement Payment is comprised of Twenty Thousand Fifteen and 86/100 Dollars (\$20,015.86), pursuant to N.J.S.A. 56:8-13, Eleven Thousand Two Hundred Eighty Four

and 14/100 Dollars (\$11,284.14) pursuant to N.J.S.A. 56:8-11, and Eighteen Thousand Seven Hundred and 00/100 Dollars (\$18,700.00) pursuant to N.J.S.A. 56:8-19.

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

Jesse J. Sierant, Deputy Attorney General  
State of New Jersey  
Office of the Attorney General  
Department of Law and Public Safety  
Division of Law  
Consumer Fraud Prosecution Section  
124 Halsey Street – 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

6.4 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.

## **7. GENERAL PROVISIONS**

7.1 This AVC 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 AVC.

7.2 This AVC 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 AVC and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this AVC.

7.4 This AVC contains the entire agreement among the Parties. Except as otherwise provided herein, this AVC 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 AVC, nothing in this AVC 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 AVC is held invalid or unenforceable by operation of law, the remaining terms of this AVC shall not be affected.

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

7.9 This AVC is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this AVC 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 AVC are unfair, or deceptive or violate the CFA.

7.10 This AVC 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 AVC; 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 AVC may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same AVC.

7.12 This AVC 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 AVC 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, Area Managers, and Branch Managers, and Enterprise Branch employees receive initial training in vehicle rental practices.

8.3 Respondent Represents and warrants that, at present, Respondent's management, Including Regional Managers, Area Managers, and Branch Managers, and Enterprise Branch employees receive regular additional training sessions to reinforce prior training.

## **9. RELEASE**

9.1 In consideration of the payments, undertakings, mutual promises and obligations provided for in this AVC 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 AVC ("Released Claims").

9.2 Notwithstanding any term of this AVC, 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 AVC; and (c) any claims against Respondent by any other agency or subdivision of the State.

## **10. MONITORING FOR COMPLIANCE**

10.1 Within sixty (60) days of the Effective Date, Respondent shall distribute a summary of this AVC to the Area Manager and Regional Manager over each Enterprise Branch ("AVC Summary"). Within ninety (90) 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 AVC Summary, along with an alphabetical list of names and titles of such Persons.



Respondent shall have an ongoing obligation to provide the AVC Summary to such Persons for a period of two (2) years from the Effective Date. With respect to non-managerial rental branch employees, Respondent shall make available the AVC Summary through company training for a period of at least two (2) years from the Effective Date.

10.2 Respondent shall maintain uniform Policies within the State for its Sale of additional Merchandise at Enterprise Branches or on-line to ensure that consumer 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 within the State for rental vehicle Check-Out procedures at Enterprise 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 upon taking possession of the rental vehicle; and (b) Respondent's employees document all rental vehicle pre-existing damage on the Damage Inspection Form as guided by the Damage Evaluator, present the Damage Inspection Form to Consumers present at the rental branch for acknowledgment and signature, and provide Consumers with a copy of the Damage Inspection Form. This provision shall not apply in the event the Consumer participates in any Respondent program that allows for the Consumer to depart with or return the rental vehicle without completing the regular Check-Out or Check-In procedures. However, in such case where the Consumer departs or returns the rental vehicle without completing the regular Check-Out or Check-In procedure, and/or receives or returns a rental vehicle without interface with Respondent Personnel, Respondent shall maintain uniform policies and procedures to ensure that: (a) Respondent informs Consumers to

fully inspect their rental vehicle for pre-existing damage upon taking possession of the rental vehicle and Consumer has an opportunity to report any pre-existing damage to Respondent; (b) Respondent maintains any information provided by the Consumer in electronic or other form; and (c) Respondent maintains all damage and damage repair records on all rental vehicles and will provide all damage and damage repair records to the Consumer upon request in the event Respondent subsequently bills the Consumer for any rental vehicle damage.

10.4 Respondent shall maintain uniform Policies within the State for rental vehicle Check-In procedures at Enterprise Branches to ensure that a Check-In procedure is completed per company standards and to ensure that Respondent's employees document all return rental vehicle damage on the Damage Inspection Form as guided by the Damage Evaluator, present the Damage Inspection Form to Consumers present at the rental branch for acknowledgment and signature, and provide Consumers with a copy of the Damage Inspection Form. This provision shall not apply in the event the Consumer participates in any Respondent program that allows for the Consumer to depart with or return the rental vehicle without completing the regular Check-Out or Check-In procedures, and which shall include, but not be limited to, any method in which a consumer receives and/or returns a rental vehicle wherein the consumer either elects to undertake either such process with or without any interface with Respondent personnel or is otherwise unable to carry out either such process with or without any interface with Respondent personnel. However, in such case where the Consumer departs or returns the rental vehicle without completing the regular Check-Out or Check-In procedure, and/or receives or returns a rental vehicle without interface with Respondent Personnel, Respondent shall maintain uniform policies and procedures to ensure that: (a) Respondent informs Consumers to fully inspect their

rental vehicle for pre-existing damage upon taking possession of the rental vehicle and Consumer has an opportunity to report any pre-existing damage to Respondent; (b) Respondent maintains any information provided by the Consumer in electronic or other form; and (c) Respondent maintains all damage and damage repair records on all rental vehicles and will provide all damage and damage repair records to the Consumer upon request in the event Respondent subsequently bills the Consumer for any rental vehicle damage.

10.5 Respondent shall maintain Policies for rental vehicle Check-In procedures at Enterprise Locations to ensure that Check-In procedures are completed per company standards and to ensure that Enterprise Branch employees and/or DRU 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 Policies for rental vehicle Check-In procedures at Enterprise Locations to ensure that any returned vehicle is inspected for damage as guided by the Damage Evaluator 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 an Area or Regional Manager over each Enterprise 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 AVC.

10.9 Within ninety (90) 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 an Enterprise 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.

10.10 Within ninety (90) 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 once each year, which shall include: (a) Sales practices of additional Merchandise; (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 AVC at all Enterprise Branches. 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 AVC, or to seek sanctions for violations hereof or both.

## **12. ENFORCEMENT**

12.1 For the purposes of resolving disputes with respect to compliance with this AVC subsequent to the Effective Date, in the event the Division has a reasonable basis to believe that Respondent has engaged in a practice that may violate any provision of this AVC, the Division

shall first notify Respondent of the specific practice in writing (“Notice”) and give Respondent thirty (30) days to respond to the Notice; provided, however, that the Division may take any immediate action it deems necessary, if the Division believes that, the specific practice constitutes a threat to the health or safety of the public requiring immediate action.

12.2 Upon receipt of the Notice, Respondent shall provide a good faith written response, containing either a statement explaining why Respondent believes it is in compliance with the AVC, or a detailed explanation of how the alleged violation occurred and any mitigating circumstances, and a statement explaining how Respondent intends to remedy the alleged non-compliance. Nothing in this Section shall be interpreted to limit the Division’s investigative subpoena authority.

12.3 The Division may agree to provide Respondent with additional time beyond the thirty (30) days to respond to a Notice provided under Paragraph 12.1 above.

12.4 Upon giving Respondent thirty (30) days to respond to the Notice, the Division shall also be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in the possession, custody, or control of Respondent that relate to Respondent’s compliance with each applicable provision of this AVC pursuant to the Division’s investigative subpoena authority.

12.5 The Division may assert any claim that Respondent has violated this AVC in a separate enforcement action to enforce compliance with this AVC, and may seek any other relief afforded by law for violations of the AVC, but only after providing Respondent an opportunity to respond to the Notice described in Paragraph 12.1 above; provided, however, that the Division

may take any immediate action it deems necessary, if the Division believes that the specific practice constitutes a threat to the health or safety of the public requiring immediate action.

### **13. COMPLIANCE WITH ALL LAWS**

- 13.1 Except as provided in this AVC, 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.

### **14. NOTICES UNDER THIS AVC**

14.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondent pursuant to this AVC 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:

Jesse J. Sierant, Deputy Attorney General  
Division of Law, Consumer Fraud Prosecution Section  
124 Halsey Street – 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

For Respondent: \


Brian S. Braunstein, Esq.  
Assistant Vice-President, Risk Management Counsel  
Enterprise Holdings, Inc.  
600 Corporate Park Drive  
St. Louis, MO 63105

and

Dean Thompson  
Vice President of Finance  
Elrac, LLC  
1550 Route 23 N  
Wayne, New Jersey 07470

**THE PARTIES' ASSURANCE OF VOLUNTARY COMPLIANCE IS ACCEPTED.**

ANDREW J. BRUCK  
ACTING ATTORNEY GENERAL OF NEW JERSEY

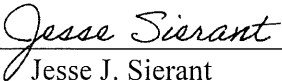
By:   
SEAN P. NEAFSEY, ACTING DIRECTOR  
DIVISION OF CONSUMER AFFAIRS

Dated: October 14th, 2021

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS ASSURANCE OF VOLUNTARY COMPLIANCE ON THE DATES BESIDE THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION:

ANDREW J. BRUCK  
ACTING ATTORNEY GENERAL OF NEW JERSEY

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

Dated: 10/6, 2021

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



FOR RESPONDENTS:

FAEGRE DRINKER BIDDLE & REATH LLP

By: Matthew Fedor  
Matthew J. Fedor, Esq.

Dated: October 5, 2021

600 Campus Drive  
Florham Park, New Jersey 07932-1047

ELRAC, LLC d/b/a ENTERPRISE RENT-A-CAR

By: \_\_\_\_\_  
Dean Thompson, Vice President of Finance  
1550 Route 23 N  
Wayne, New Jersey 07470

Dated: \_\_\_\_\_, 2021

FOR RESPONDENTS:


FAEGRE DRINKER BIDDLE & REATH LLP

By: \_\_\_\_\_  
Matthew J. Fedor, Esq.

Dated: \_\_\_\_\_, 2021

600 Campus Drive  
Florham Park, New Jersey 07932-1047

ELRAC, LLC d/b/a ENTERPRISE RENT-A-CAR

By:  \_\_\_\_\_  
Dean Thompson, Vice President of Finance  
1550 Route 23 N  
Wayne, New Jersey 07470

Dated: 10/4 \_\_\_\_\_, 2021