

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

TRAVELERS UNITED, INC.
2833 Alabama Ave SE #30736
Washington, D.C. 20020, on behalf of itself
and the putative classes,

Plaintiff,

v.

AVIS RENT A CAR SYSTEM, LLC,
6 Sylvan Way
Parsippany, NJ 07054

SERVE:

AVIS RENT A CAR SYSTEM, LLC,
C/O CORPORATION SERVICE
COMPANY
1090 Vermont Ave. NW #430
Washington, DC 20005

and

DOES 1-20,

Defendant.

Case No: 2024-CAB-005792

COMPLAINT

JURY TRIAL DEMANDED

INTRODUCTION

1. Avis Rent a Car System, LLC. (“Avis”) has been systematically cheating Americans out of tens of millions of dollars each year by refusing to rent vehicles for the advertised price.
2. Rather than disclosing the full cost of rental cars upfront, Avis instead advertises one price, but late in the transaction process Avis adds mandatory “service fees” that can increase the cost of the rental by more than 10%.

3. Last minute, mandatory fees like those charged by Avis are called “Junk Fees” by the Federal Trade Commission (“FTC”),¹ and this type of Junk Fee pricing strategy is commonly called “drip pricing” or “bait and switch” advertising.

4. Junk Fees, drip pricing, and bait and switch advertising are all illegal in the District of Columbia.

5. Specifically, the District of Columbia Consumer Protection Procedures Act, D.C. Code §§ 28–3901, *et seq.* (“CPPA”), “establishes an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia,” D.C. Code § 28–3901(c), and makes it unlawful to “advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered.” D.C. Code §§ 28–3904(h).

6. As President Biden explained in a recent State of the Union address, “junk fees may not matter to the very wealthy, but they matter to most other folks in homes like the one I grew up in, like many of you did. They add up to hundreds of dollars a month. They make it harder for you to pay your bills[.]”²

7. In fact, the White House estimates that Junk Fees cost Americans over \$90 billion each year.³

¹ As defined by the FTC, “Junk Fees” are “unfair or deceptive fees that are charged for goods or services that have little or no added value to the consumer including goods or services that consumers would reasonably assume to be included within the overall advertised price” or fees that are “hidden,” such as those “disclosed only at a later stage in the consumer’s purchasing process or not at all.” *Unfair or Deceptive Fees Trade Regulation Rule Commission Matter No. R207011*, 87 Fed. Reg. 67413 (proposed Nov. 8, 2022) (to be codified at 16 C.F.R. pt. 464), available at <https://www.federalregister.gov/documents/2022/11/08/2022-24326/unfair-or-deceptive-fees-trade-regulation-rule-commission-matter-no-r207011> (cleaned up).

² *President Biden’s State of the Union Address*, White House, <https://www.whitehouse.gov/state-of-the-union-2023/> (last visited Aug. 9, 2023).

³ <https://www.whitehouse.gov/briefing-room/statements-releases/2024/04/24/readout-of-white-house-state-legislators-convening-on-junk-fees/#:~:text=President%20Biden%20is%20committed%20to,concert%20tickets%20to%20health%20insurance.>

8. Travelers United brings this action under the CPPA to stop Avis from falsely advertising rental car rates for services within the District and to residents of the District.

JURISDICTION AND VENUE

9. This Court has jurisdiction over the subject matter of this case under D.C. Code § 11-921 and D.C. Code § 28-3905(k)(2).

10. This Court has personal jurisdiction over the Defendants under D.C. Code § 13-423(a).

THE PARTIES

A. Plaintiff

11. Plaintiff Travelers United, Inc., is a nonprofit public interest organization. Travelers United is a Delaware exempt corporation which is registered as a foreign corporation in the District of Columbia. Travelers United is based in Washington, D.C., and Virginia.

12. The mission of Travelers United is to improve and enhance travel for consumers. Travelers United has been instrumental in advocating against hidden fees both federally and locally in the District.

13. Travelers United has met with many members of the D.C. Council and their staff regarding junk fees. Nationally, Travelers United has worked and met with members of Congress, the National Association of Attorneys General, other national consumer advocacy groups, and the Federal Trade Commission educating, alerting, and advocating against hidden junk fees.

14. Travelers United has standing to bring its claims under D.C. Code § 28-3905(k)(1)(D)(i) because it qualifies as a public interest organization with a sufficient nexus to the consumer interests at issue in the litigation.

B. Defendants

15. Defendant Avis Rent a Car System, LLC. is a Delaware Corporation with its headquarters in New Jersey. Avis regularly conducts business within District, including by operating multiple rental locations within the District.

16. On information and belief, Does 1-20 are individuals and/or entities who facilitate Avis’s unlawful Junk Fee practices described in this Complaint. The identities of Does 1-20 are not presently known to Plaintiff. The Doe defendants, along with defendant Avis, are collectively referred to in this Complaint as “Defendants.”

17. Travelers United reserves its right to amend this complaint to add the Doe defendants by name once their identities are known.

FACTUAL ALLEGATIONS

A. Companies Use Junk Fees to Trick Customers into Paying More than They Otherwise Would for Goods and Services.

18. Large, sophisticated companies—like Avis—with large, sophisticated marketing departments know that Junk Fees trick consumers into paying more for a good or service.

19. Indeed, the White House estimates that Junk Fees cost consumers over \$90 billion each year in the United States.⁴

20. One of the most common Junk Fee pricing techniques is “drip pricing,” where a company does not disclose the total price of a product or service until late in the purchase process.

21. Consumers who are not provided the complete price until checkout are likely to proceed with their purchase even if continuing to search for a cheaper price would be more “optimal” for them because consumers want to avoid “the cost of the time and cognitive effort involved” in continuing to search for a product or service.⁵

⁴ <https://www.whitehouse.gov/briefing-room/statements-releases/2024/04/24/readout-of-white-house-state-legislators-convening-on-junk-fees/#:~:text=President%20Biden%20is%20committed%20to,concert%20tickets%20to%20health%20insurance>.

⁵ Mary W. Sullivan, *Economic Issues: Economic Analysis of Hotel Resort Fees*, Bureau of Economics Fed. Trade Comm’n (Jan. 2017), at 16-17, https://www.ftc.gov/system/files/documents/reports/economic-analysis-hotel-resort-fees/p115503_hotel_resort_fees_economic_issues_paper.pdf.

22. Once a consumer decides what to buy, he is unlikely to depart from that decision because of the “additional cognitive effort” involved in resuming his search.⁶

23. In other words, omitting Junk Fees from the advertised cost of a product or service through drip pricing induces consumers to pay a higher total price than they otherwise would have.

24. Indeed, as the companies that engage in Junk Fee practices are well aware, consumers choose a product or service based on the advertised “base price,” and not based on the dripped price, especially when the Junk Fee is not adequately disclosed.⁷

25. Accordingly, “buyers may be hurt” because “[w]hen there is uncertainty over possible drip sizes . . . consumers more frequently fail to identify the cheapest offer.”⁸

26. In fact, studies show that “consumers exposed to drip pricing . . . are significantly more likely to 1) initially select the option with the lower base price, 2) make a financial mistake by ultimately selecting the option that has a higher total price than the alternative option, given the add-ons chosen, and 3) be relatively dissatisfied with their choice.”⁹

27. As the Federal Trade Commission’s Bureau of Economics has explained, the use of Junk Fees and drip pricing adds steps to the process of determining the actual price of a good or service, which forces consumers to pay more than they would if presented with full, complete prices.¹⁰

⁶ *Id.* at 17.

⁷ Alexander Rasch et al. *Drip pricing and its regulation: Experimental evidence*, 176 J. Econ. Behavior & Org. 353 (2020), available at <https://www.sciencedirect.com/science/article/abs/pii/S0167268120301189> (“buyers . . . based their purchase decision exclusively on the base price”).

⁸ Rasch et al. *Drip pricing and its regulation: Experimental evidence, supra*.

⁹ Santana et al., *Consumer Reactions to Drip Pricing, supra* note 4, at 6

¹⁰ Sullivan, *Economic Issues: Economic Analysis of Hotel Resort Fees, supra* note 6, at 2-3.

28. As a result, consumers are forced either to “incur higher total search and cognitive costs or to make an incomplete, less informed decision that may result in a more costly [purchase], or both.”¹¹

29. The FTC has thus characterized Junk Fees as especially egregious when they are hidden (*i.e.*, “disclosed only at a later stage in the consumer’s purchasing process or not at all”), because openly disclosed Junk Fees would enable consumers to determine that the cost of a given product or service is not favorable relative to the cost charged by competitors and choose to do business elsewhere.¹²

30. Given this, it is no surprise companies are motivated to hide Junk Fees through drip pricing for as long as possible in the search and purchase process, as duping consumers into paying Junk Fees brings in substantial revenue.

31. In many instances, companies even compound the benefit they obtain through these practices by increasing Junk Fees at a higher rate than they increase the base price of the underlying product or service itself.¹³ As a result, the product or service appears cheaper to consumers than competitor products or services, even though the total cost of the product or service, inclusive of Junk Fees, is equally if not more expensive than those other companies’ products or services.¹⁴

¹¹ *Id.* at 4; *see also* Friedman, *Regulating Drip Pricing*, *supra* note 8, at 67 (“... sellers provide buyers with the ‘initial value’ in the form of the initially-presented base price. . . . Buyers are influenced by the initial value, so a lower base price would create the impression of a lower overall price.” (citing Gorkan Ahmetoglu et al., *Pricing Practices: A Critical Review of their Effects on Consumer Perceptions and Behaviour*, 21 *J. Retailing & Cons. Services* 696, 697 (2014))).

¹² *See, e.g.*, *Unfair or Deceptive Fees Trade Regulation Rule Commission Matter No. R207011*, *supra* note 2 (“After a market leader took unilateral action to phase out hidden fees, the platform ‘lost significant market share and abandoned the policy after a year because consumers perceived the platform’s advertised prices to be higher than its competitors’ displayed prices.” (citation omitted)).

¹³ *Unfair or Deceptive Fees Trade Regulation Rule Commission Matter No. R207011*.

¹⁴ *See id.*

32. Companies are also able to increase hidden Junk Fees without suffering meaningful market consequences.¹⁵ In particular, companies can charge excessive Junk Fees in part because drip pricing impedes fair, honest, and free market competition as they are not adequately disclosed alongside the base price.¹⁶

33. Hence, through drip pricing, companies can charge excessive Junk Fees while skirting economic consequences, as shrouding the fee avoids deterring consumers from purchasing a given product or service based on a Junk Fee and its effect on the total price.

34. Meanwhile, competitor companies and consumers face the consequences. Companies that engage in drip pricing will lure consumers away from properly behaving competitors that do not engage in such practices (and thus appear to charge higher prices) and will earn more profit than those competitors.¹⁷

35. Junk Fees charged through drip and/or partitioned pricing also generate significant burden for individual consumers,¹⁸ with the White House estimating that Junk Fees cost Americans over \$90 billion each year in the United States.¹⁹

36. Moreover, drip pricing runs afoul of the FTC Act itself. *See* 15 U.S.C. § 45(a)(1) (declaring unlawful “unfair or deceptive acts or practices in or affecting commerce”). And the

¹⁵ Rasch et al. *Drip pricing and its regulation: Experimental evidence*, *supra* note 10.

¹⁶ *Id.* (“firms fiercely compete in base prices but not in drip prices,” so “total price increases when firms use drip pricing”).

¹⁷ *Id.* (“ . . . where there is uncertainty about the drip size, sellers with a high drip-price limit can earn profits above the competitive level.”).

¹⁸ *See Unfair or Deceptive Fees Trade Regulation Rule Commission Matter No. R207011*, *supra* note 2 (explaining that “[c]onsumers faced with such fees pay upward of twenty percent more than when the actual price was disclosed upfront,” and, as a result, such fees “impose substantial economic harms on consumers”).

¹⁹ <https://www.whitehouse.gov/briefing-room/statements-releases/2024/04/24/readout-of-white-house-state-legislators-convening-on-junk-fees/#:~:text=President%20Biden%20is%20committed%20to,concert%20tickets%20to%20health%20insurance>.

FTC's guidance on bait and switch advertising states that "[n]o statement . . . should be used in any advertisement which creates a false impression of the . . . value . . . of the product offered, or which may otherwise misrepresent the product in such a manner that later, on disclosure of the true facts, the purchaser may be switched from the advertised product to another." 16 C.F.R. § 238.2(a). If the first contact is secured by the deceptive bait advertisement, it is a violation of law even if the true facts are subsequently made known to the buyer. 16 C.F.R. § 238.2(b). Through drip and/or partitioned pricing, companies induce consumers to choose a product or service based on an advertised price (*i.e.*, the "bait"), despite ultimately charging a different and higher price than advertised (the "switch").

37. Put simply, Junk Fees and drip pricing are bad for consumers, are bad for honest businesses, and are bad for competition.

B. The District's Consumer Protection Procedures Act

38. The District of Columbia Consumer Protection Procedures Act protects consumers from a wide range of unfair and deceptive business practices. *See* D.C. Code § 28–3904.

39. Consistent with these protections, CPPA Section 28–3901(c) directs courts to construe the CPPA broadly "to promote its purpose," including ensuring that "a just mechanism exists to remedy all improper trade practices" and promoting "through effective enforcement[] fair business practices throughout the community." D.C. Code §§ 28–3901(c), (b)(1), (2).

40. Among other things, the CPPA "establishes an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia," D.C. Code § 28–3901(c), and makes it unlawful to "advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered." D.C. Code §§ 28–3904(h).

41. CPPA Section 28–3904 is explicit that a violation occurs regardless of "whether or not any consumer is in fact misled, deceived, or damaged" by the unlawful practice.

42. Further, the CPPA authorizes public interest organizations, such as Travelers United, to sue on behalf of consumers to enjoin the unlawful trade practice. D.C. Code § 28–3905(k)(2)(D).

C. Avis’s Junk Fee Business Model.

43. Avis is one of the largest rental car companies in the world, with about 5,500 locations, including at least six locations within the District.

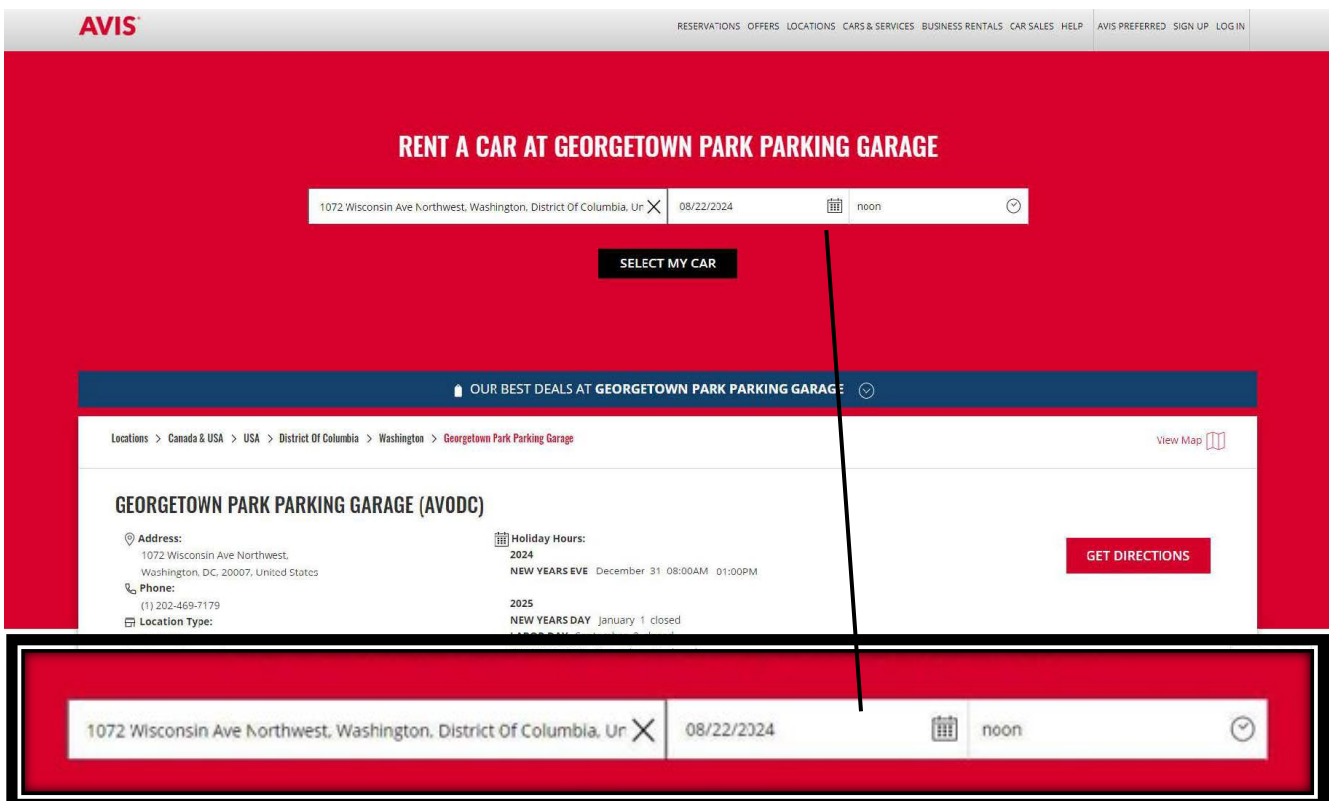
44. Avis has annual revenue of over \$5 billion.

45. Despite its massive size (or perhaps because of it), Avis exploits consumers by charging mandatory fees in addition to the advertised price for rental car bookings.

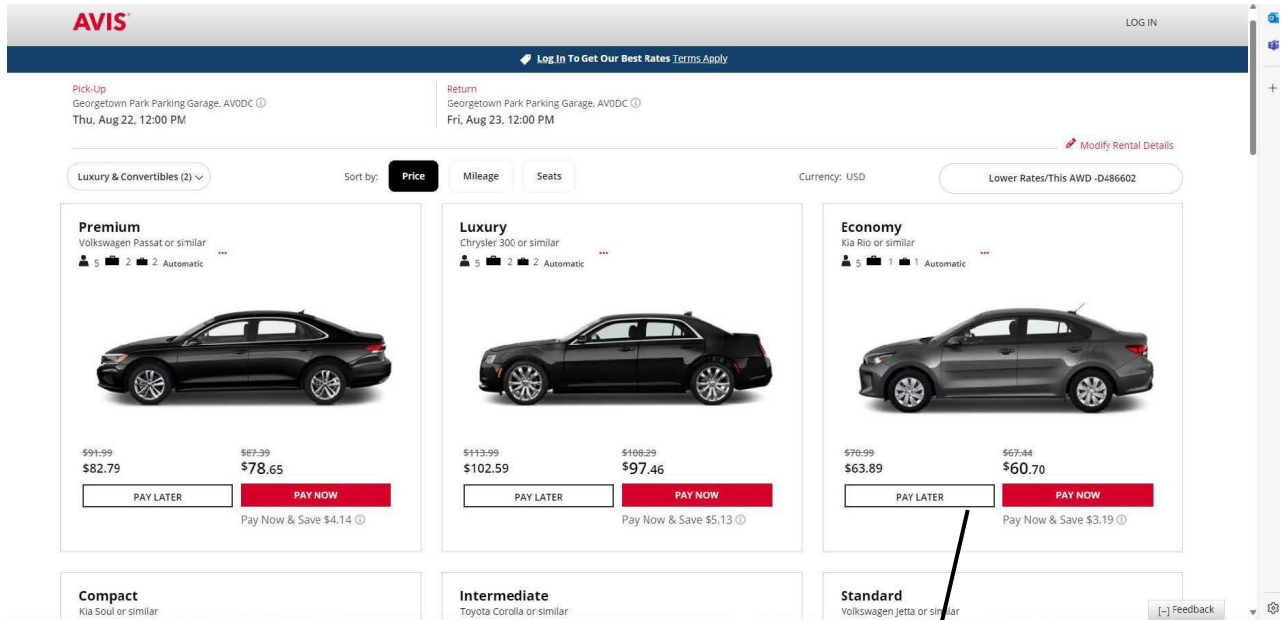
1. Avis’s Online Booking Interface.

46. Here is an example of how Avis’s online booking interface works from a computer.

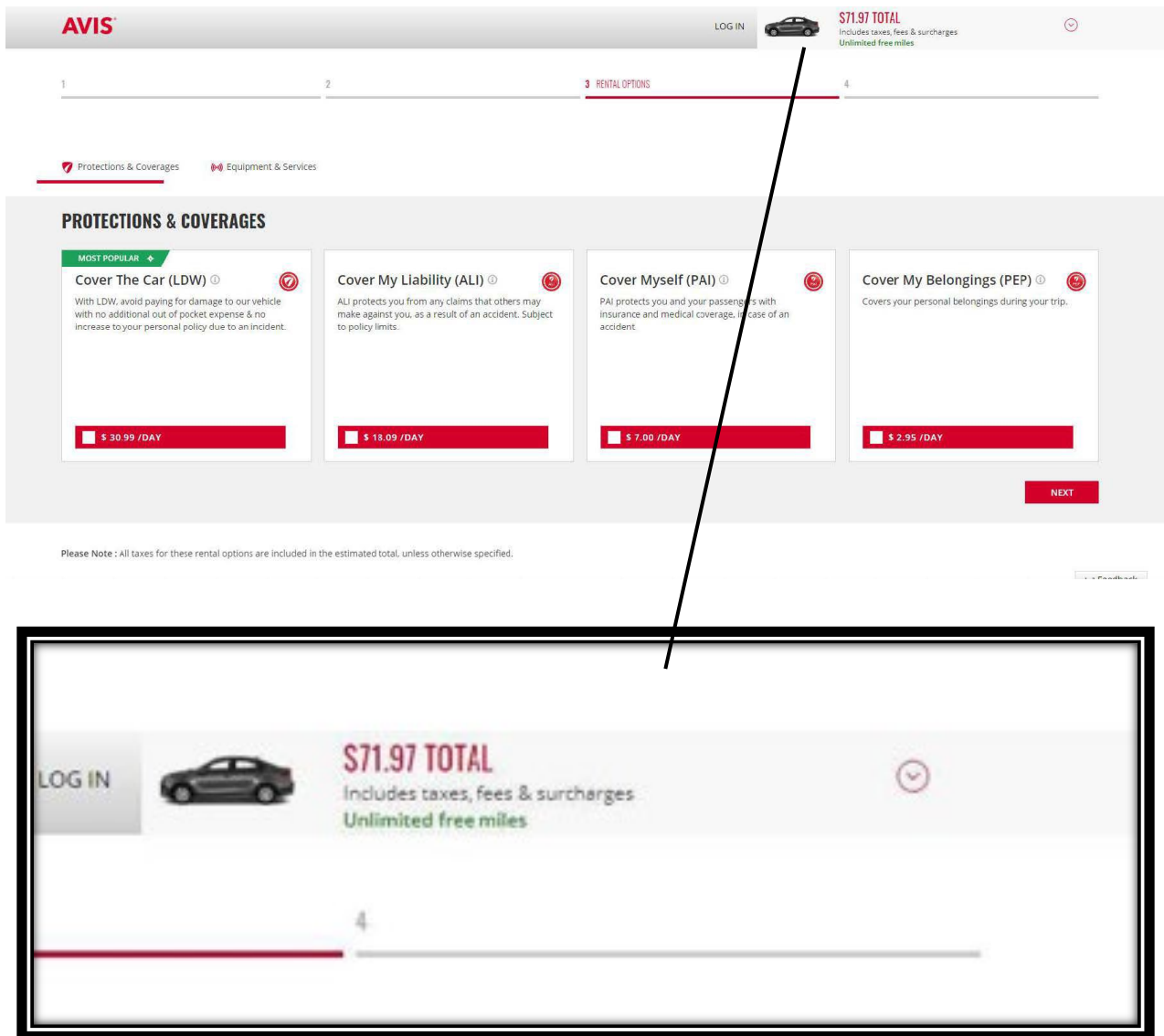
47. First, the consumer selects the desired Avis location and reservation date. Here is an August 22 to 23, 2024 reservation at Avis’s 1072 Wisconsin Ave Northwest, Washington D.C. location, also known as their Georgetown Park Parking Garage (AVODC) location:



48. Second, after pressing “select my car,” the customer is brought to a screen where specific booking options and prices are listed, including an “Economy” car option with two prices listed: \$63.89 as a “Pay Later” option and \$60.70 as a “Pay Now” option:



49. Third, once a customer selects the “Pay Now” option for \$60.70, she is then taken to several additional pages where Avis attempts to sell additional services, such as “Cover The Car (LDW),” “Cover My Liability (ALI)” and similar. A new price is also displayed for the car on these screens for the first time, reflecting “\$71.97 TOTAL”:



50. Fourth, after declining the extra coverages and clicking “Next”, the customer is brought to another screen in which the reservation dates and times are displayed along with a cost breakdown. But that breakdown is deceptive, with the “Taxes & Fees” listed together to create the impression that the change in price from \$60.70 to \$71.97 is actually the result of government mandated charges in the amount of \$11.27:

The screenshot displays the AVIS website interface. At the top, the AVIS logo is on the left, and 'LOG IN' and a car icon are on the right. A red banner shows '\$71.97 TOTAL' with subtext 'Includes taxes, fees & surcharges' and 'Unlimited free miles'. Below this, a progress bar indicates the current step is '3 RENTAL OPTIONS'. The main content area shows reservation details: Pick-Up at Georgetown Park Parking Garage, AV0DC on Thu, Aug 22, 12:00 PM; and Return at the same location on Fri, Aug 23, 12:00 PM. The selected vehicle is an 'Economy' Kia Rio. A price breakdown table is shown on the right:

Base Rate	\$70.99	\$60.70
Discount Code Savings		-\$7.10
Pay Now Savings		-\$3.19
Taxes & Fees		\$11.27
Estimated Total (Prepaid)		\$71.97
Total Savings		\$10.29

Below the table, a callout box states 'YOU'RE GETTING THE MAX DISCOUNT ON THIS VEHICLE!' with 'CURRENT SAVINGS \$10.29'. A 'Great Deal' badge is also present. At the bottom, the 'PROTECTIONS & COVERAGES' section is visible, with options for LDW, ALI, PAI, and PEP.

This callout box provides a detailed view of the price breakdown table. It shows the following items and their respective costs:

Base Rate	\$70.99	\$60.70
Discount Code Savings		-\$7.10
Pay Now Savings		-\$3.19
Taxes & Fees		\$11.27
Estimated Total (Prepaid)		\$71.97
Total Savings		\$10.29

51. However, if the consumer clicks “Taxes & Fees,” a further breakdown is provided, which reflects that only \$6.69 of the price change is due to government taxes. The remainder of the charges, including a “Concession Recovery Fee,” “Energy Recovery Fee,” and “Vehicle License Fee” are all additional fees imposed by Avis. Thus, \$4.58 increase is a partitioned portion of the rental price disguised to look like government-imposed fees:

The screenshot displays the Avis website interface for a rental quote. The top navigation bar includes the Avis logo, a 'LOG IN' button, a car icon, and a total price of '\$71.97 TOTAL' with a note 'Includes taxes, fees & surcharges. Unlimited free miles'. Below the navigation, the quote details are shown in four steps: 1. Pick-Up (Georgetown Park Parking Garage, AV0DC, Thu, Aug 22, 12:00 PM), 2. Return (Georgetown Park Parking Garage, AV0DC, Fri, Aug 23, 12:00 PM), 3. RENTAL OPTIONS (highlighted), and 4. A summary table. The 'RENTAL OPTIONS' section includes a car icon and 'Economy' vehicle type. The summary table lists the following items and prices:

Base Rate	\$70.99	\$60.70
Discount Code Savings		-\$7.10
Pay Now Savings		-\$3.19
Taxes & Fees		\$11.27
Concession Recovery Fee (6%)		3.64
Energy Recovery Fee - 0.60/day		0.60
Vehicle License Fee - 0.34/day		0.34
Total Tax		6.69
Estimated Total (Prepaid)		\$71.97
Total Savings		\$10.29

Below the summary table, there is a promotional banner: 'YOU'RE GETTING THE MAX DISCOUNT ON THIS VEHICLE!' with a 'CURRENT SAVINGS \$10.29' button. Underneath the banner are three checkmarks for 'Unlimited Mileage', 'Pay Now & Save', and 'Great Deal'. At the bottom of the page, there is a 'PROTECTIONS & COVERAGES' section with options like 'Cover The Car (LDW)', 'Cover My Liability (ALI)', 'Cover Myself (PAI)', and 'Cover My Belongings (PEP)'. A red box highlights the 'Taxes & Fees' section of the summary table, and a black arrow points from this box to a larger, detailed view of the 'Taxes & Fees' breakdown shown in the bottom part of the image.

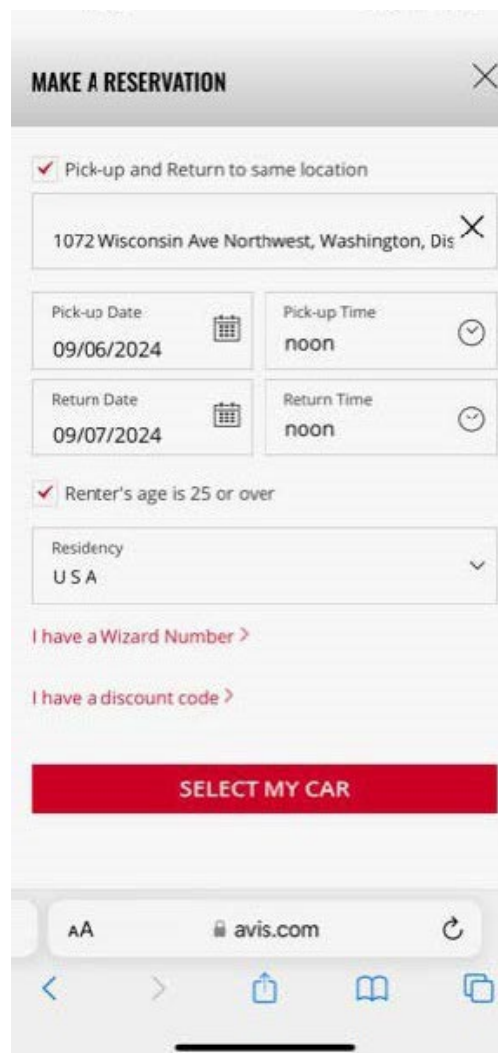
52. There is no way to complete the reservation without paying the additional \$4.58 in Avis-imposed Junk Fees, and no way to complete the reservation for the originally advertised price of \$60.70.

53. The \$4.58 in Junk Fees reflects a price increase of 7.5 % of the originally displayed price.

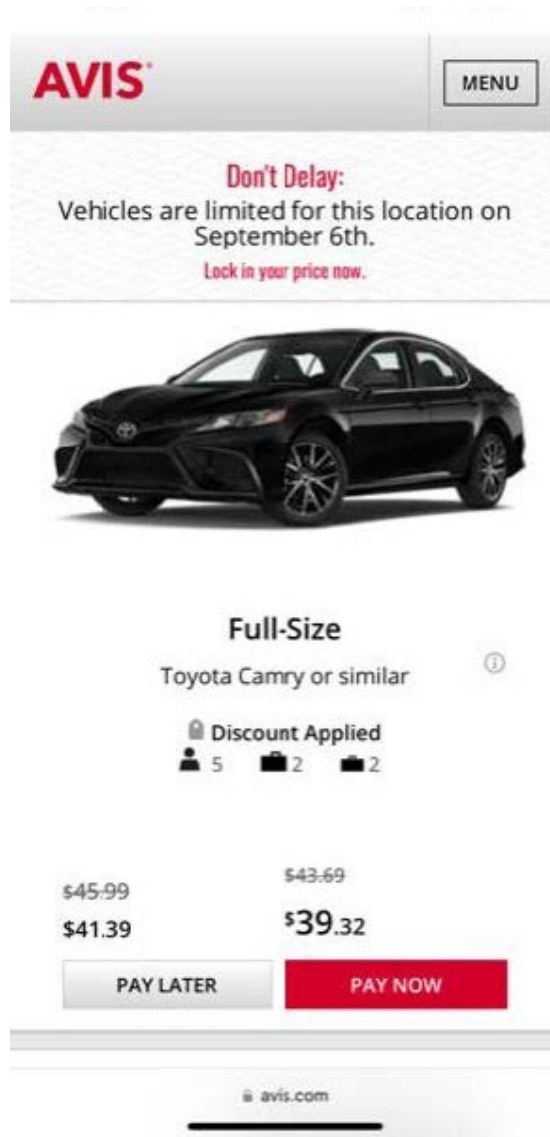
2. Avis’s Online Booking Interface from a Mobile Phone.

54. Here is an example of how Avis’s online booking interface works from a mobile phone.

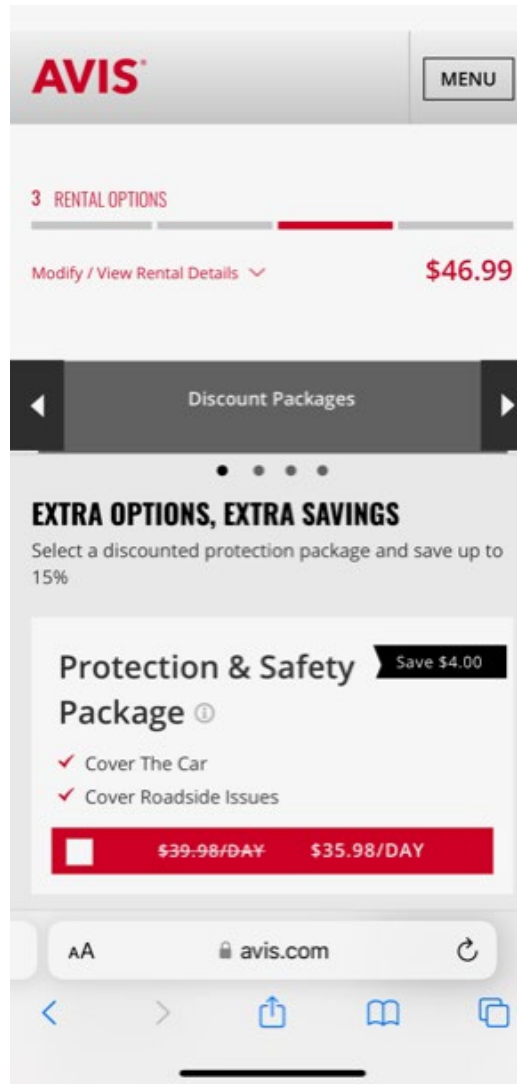
55. First, the consumer selects the desired Avis location and reservation date. Here is a September 6 to 7, 2024 reservation at Avis’s 1072 Wisconsin Ave. NW Washington D.C. location:



56. Second, after pressing “select my car,” the customer is brought to a screen where specific booking options and prices are listed, including an option to “Pay Now” for \$39.32.



57. Third, once a customer selects the “Pay Now” option for \$39.32, she is then taken to an additional page where Avis attempts to sell additional “Protections & Safety Packages.” On this screen, a new price is also displayed, reflecting \$46.99:




58. Fourth, on the next screen, Avis provides a summary of the booking, listing “Fees & Taxes” for \$7.67:

AVIS MENU

Return
Georgetown Park Parking Garage, AV0DC ⓘ
Saturday, Sep 07, 2024 @ 12:00 PM

CAR CLASS ⓘ

Full-Size
Toyota Camry or similar ⓘ 

YOUR INFORMATION ⓘ

Age: 25+
Residence: US
Avis Wizard #: None

ESTIMATED TOTAL

Base Rate	\$45.99	\$39.32
Discount Code Savings		-\$4.60
Pay Now Savings		-\$2.07
<u>Fees & Taxes</u>		\$7.67
Amount Prepaid (USD)		46.99

Your Total Savings Today: \$6.67

avis.com

59. “Fees & Taxes” being listed together to create the impression that the change in price from \$39.32 to \$46.99 is the result of government mandated charges in the amount totaling \$7.67.

60. Fifth, if the consumer clicks “Fees & Taxes,” only then is an itemized breakdown provided which reflects only \$4.37 is mandated government charges. The rest of the \$3.30 is deceptively named Junk Fees added on by Avis:

AVIS MENU

YOUR INFORMATION

Age: 25+
Residence: US
Avis Wizard #: None

ESTIMATED TOTAL

Base Rate	\$45.99 \$39.32
Discount Code Savings	-\$4.60
Pay Now Savings	-\$2.07
Fees & Taxes	\$7.67
Concession Recovery Fee (6%)	2.36
Energy Recovery Fee - 0.60/day	0.60
Vehicle License Fee - 0.34/day	0.34
Total Tax	4.37
Amount Prepaid (USD)	46.99

Your Total Savings Today: \$6.67

- ✓ Mileage
- ✓ Pay Now & Save
- ✓ Great Deal

avis.com

61. There is no way to complete the reservation without paying the additional \$3.30 in Avis-imposed Junk Fees, and no way to complete the reservation for the originally advertised price of \$39.32.

62. The \$3.30 in Junk Fees reflects a price increase of over 8% of the originally displayed price.

CAUSES OF ACTION

A. Violation of the Consumer Protection Procedures Act, D.C. Code §§ 28-3901 *et seq.*

63. The allegations of Paragraphs 1 through 63 are re-alleged as if set forth below.

64. The D.C. Consumer Protection Procedures Act is a remedial statute that is to be broadly construed. It establishes “an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia.” D.C. Code § 28–3901(c). CPPA Section 28–3904 is explicit that a violation occurs regardless of “whether or not any consumer is in fact misled, deceived, or damaged” by the unlawful practice.

65. Travelers United has standing to bring this Count under D.C. Code § 28–3905(k)(l)(D)(i), which provides in relevant part that “a public interest organization may, on behalf of the interests of a consumer or a class of consumers, bring an action seeking relief from the use by any person of a trade practice in violation of a law of the District if the consumer or class could bring an action under subparagraph (A) of this paragraph for relief from such use by such person of such trade practice.”

66. Travelers United is a public interest organization that has done significant advocacy work against Junk Fees across the travel industry, both locally in the District and at the federal level.

67. Travelers United brings this suit on behalf of all District of Columbia consumers who have rented a car with Avis through its online booking interface. The names of such consumers are possession of Avis and Travelers United will obtain them in discovery.

68. The CPPA prohibits unlawful trade practices in connection with the offer, sale, advertisement, and supply of consumer goods and services. D.C. Code § 28–3904.

69. The rental cars that Avis offers to consumers are leased or sold for personal, household, or family purposes and therefore are consumer goods or services.

70. Avis, in the ordinary course of business, offers to lease, sell, or supply consumer goods and services and therefore is a merchant. D.C. Code § 28–3901(a)(3).

71. Avis's advertising of prices for rental cars that do not include daily mandatory Junk Fees that were then charged constitutes an advertisement or offer without the intent to complete the sale as advertised, which is an unlawful trade practice that violates the CPPA, D.C. Code § 28–3904(h).

72. Because cost is a material fact to consumers deciding whether to book a rental car, Avis engages in unfair and/or deceptive trade practices by “misrepresent[ing] . . . a material fact which has a tendency to mislead,” D.C. Code § 28–3904(e), “fail[ing] to state a material fact” and “such failure tends to mislead,” D.C. Code § 28–3904(f), “us[ing] innuendo or ambiguity as to a material fact, which has a tendency to mislead,” D.C. Code § 28–3904(f-1), and/or “mak[ing] false or misleading representations of fact concerning . . . the price in comparison to price of competitors or one's own price at a past or future time,” D.C. Code § 28–3904(j) when it misrepresents the price of the rental and total cost to the consumer through drip and/or partitioned pricing and misleads consumers by representing the Junk Fees as a mandatory government charge.

73. Avis's deceptive Junk Fee practices willfully disregard and violate consumers' statutory rights to truthful information from Avis about the actual rate for car rentals in the District of Columbia.

74. Consumers suffered actual injuries as a result of Avis's unfair and deceptive practices in the amount of the mandatory Junk Fees which were not included in the advertised price but were paid.

75. Each time that Avis charges Junk Fees constitutes a violation of the CPPA.

76. Given these practices, Travelers is entitled to declaratory and injunctive relief. D.C. Code § 28–3905(k)(2)(D).

PRAYER FOR RELIEF

77. WHEREFORE, Travelers United respectfully requests this Court enter judgment in its favor and against Defendants, as follows:

a. Permanently enjoin and restrain Defendants, pursuant to D.C. Code § 28–3905(k)(2)(D), from engaging in conduct determined to be in violation of the CPPA;

- b. Permanently enjoin Defendants from advertising, displaying, and/or otherwise presenting prices that do not include all charges;
- c. Order the Defendants to pay statutory damages to Travelers United pursuant to D.C. Code § 28-3905(k)(2)(A), for each and every violation of the CPPA proven at trial;
- d. Order the Defendants to pay punitive damages in an amount to be determined at trial, pursuant to D.C. Code § 28-3905(k)(2)(C);
- e. Award Travelers United the costs and reasonable attorney's fees for its investigation and this action, pursuant to D.C. Code § 28-3905(k)(2)(B); and
- f. Grant such further relief as the Court deems just and proper.

DEMAND FOR TRIAL BY JURY

78. Travelers United hereby respectfully demands a trial by jury on all claims for which a jury trial is available.

Date: September 11, 2024

/s/ F. Peter Silva II

F. Peter Silva II (DC Bar No. 1010483)
Shana Khader (D.C. Bar No. 90011926)
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