

THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA

CASE NO. 6:13-CV-921-CEM-GJK

HEATHER VENERUS, individually  
and on behalf of all others similarly situated,

Plaintiff,

v.

AVIS BUDGET CAR RENTAL, LLC  
and BUDGET RENT-A-CAR SYSTEM, INC.

Defendants.

**NOTICE OF PENDENCY OF CLASS ACTION**

**TO ALL MEMBERS OF THE FOLLOWING CLASS:**

All persons who rented a vehicle in Florida from Avis/Budget or Budget after June 12, 2009, pursuant to a prepaid voucher, where the rental included third-party liability coverage and where Avis/ Budget or Budget provided self-funded contractual third-party liability coverage. Excluded from the Class are all such Florida renters who have been involved in accidents who have outstanding claims for liability or uninsured or underinsured motorist coverage under the third-party liability coverage provided by Avis/Budget or Budget. Also excluded from the class are all such Florida renters who have received benefits under the third-party liability coverage provided by Avis/Budget or Budget.

**I. Purpose of this Notice**

You have been sent this Notice because you may be a member of a Class described above on whose behalf claims are being asserted in the above - captioned civil lawsuit now pending in the United States District Court for the Middle District of Florida (Orlando Division), before the Honorable Carlos E. Mendoza ( the "Action" ). The purpose of this Notice is to advise you of: (a) the nature of the Action; (b) the District Court's certification of this matter as a class action, pursuant to Rule 23 of the Federal Rules of Civil Procedure; (c) how a judgment in the Action for the Plaintiff or the Defendants will affect you; and (d) how to "opt-out" or exclude yourself from the Class if you do not desire to participate in the Action. If you are a member of the Class and wish to participate in the Action, you do not have to do anything. This Notice does not constitute and should not be regarded as an expression by the Court of any view on the merits of the Action since the Court has not yet determined whether this action has any legal or factual merit

**II. Background**

The Action is based on the allegation that the self-funded contractual third-party liability coverage Avis/ Budget and Budget provided violates Florida insurance laws. The Plaintiff asserts three claims that have been certified for class action treatment. Plaintiff's first claim is that the Defendants allegedly violated the Florida Insurance Code, specifically '624.401, Florida Statutes, and are consequently liable for disgorgement and restitution of any amounts paid by the Plaintiff and the members of the Class for allegedly improper third-party liability coverage. Plaintiff's second claim is that the Defendants allegedly violated the Florida Deceptive and Unfair Trade Practices Act in purported violation of '624.401, promising but not obtaining an insurance policy from a company licensed to provide the third-party liability coverage in accordance with the Florida Insurance Code. Plaintiff's third claim is that, in not procuring an insurance policy for Plaintiff and members of the Class in purported violation of '624.401, the Defendants allegedly violated '772.104 of the Florida Statutes, which provides a Civil Remedy for violations of Florida's Criminal RICO statute. Defendants deny all of Plaintiff's allegations and deny that Plaintiff or the Class Members are entitled to relief, damages or restitution. Defendants maintain that the self-funded contractual third-party liability coverage provided by Avis/Budget or Budget to Plaintiff and Class Members is valid and does not violate Florida insurance laws. This Action has been certified as a class action with respect to the aforementioned three claims brought on behalf of the Class described above. This ruling is not a finding regarding the merits of the case; it is merely a determination that this matter may proceed in class action form.

### **III. Damages Available To The Class**

The Court has certified the Class for disgorgement and restitution of all amounts paid by the Plaintiff and the Class Members to the Defendants for the subject third-party liability coverage from June 12, 2009 through the present. The Court also certified a Class for the claim brought under the Florida Deceptive and Unfair Trade Practices Act. If the Plaintiff should prevail on these claims, then the Plaintiff and the Class Members would be entitled to recover whatever actual damages may have resulted from the alleged wrongful conduct. Finally, the Court has certified a Class for the claim under Florida Statute '772 .104. Should the Plaintiff prevail on this claim the Plaintiff and each Class Member would be entitled to recover threefold the actual damages which resulted from the Defendants= allegedly improper transaction of insurance in Florida or \$200, whichever is more.

### **IV Binding Effect of Judgment**

As a member of the Class you will be bound by any judgment if the Action leads to a conclusion. In the event that the Class prevails you will receive a full or partial refund of amounts paid for SLI /ALI coverage or statutory damages. As a member of the Class you will also be bound by any adverse judgment and will be precluded from pursuing any further claims based on the self-funded contractual third-party coverage provided in conjunction with your rental. Under no circumstances will you be obligated to the Defendants for any attorney=s fees, expenses or costs of litigation regarding the outcome of the action. If you do not want to be a member of the Class and want to avoid the binding effect of any judgment, you must opt out and mail the enclosed Request For Exclusion Form.

Because you are a member of the Class described above, if you wish to participate in this Action, you need not do anything. As a member of the Class unless you request to be excluded from the action, you will be entitled to participate in the monetary benefits of any settlement or judgment in favor of the Class, and will be bound by all orders, judgments, rulings and other legal acts made or taken in this Action, whether favorable or unfavorable to the Class or to the Defendants.

If you wish to opt-out and exclude yourself from the Class, you must send a formal, written request for exclusion to: **Christopher J. Lynch, P.A. 6915 SW 57 Avenue, Suite 208, South Miami, Florida 33143.**

Your written and completed request for exclusion must be postmarked no later than April 4, 2016. Otherwise, your request will be untimely, you will be deemed to have waived any request for exclusion, and you will be bound by all proceedings, orders, and judgments in the Action, even if you already have pending, or later seek to initiate, litigation against any of the Defendants relating to the facts and circumstances underlying the claims and causes of Action in this Action. If you wish to be excluded from the Class, include your name, your address, your telephone number, and your signature on the Request for Exclusion Form.

### **V. Class Counsel**

The following Class Counsel represent the Plaintiff and the Class Members in this litigation. You may contact them if you have any questions regarding this Notice or the Action, or if you have any questions regarding your membership in the Class.

Christopher J. Lynch, P.A.  
6915 SW 57 Avenue, Suite 208  
South Miami, Florida 33143

Ed Normand  
Normand Law PLLC  
4551 New Broad Street  
Orlando, Florida 32814

You will not be charged for the services of Class Counsel; however, the monetary amount available to the Class pursuant to a monetary settlement or judgment, may be reduced by the amount of attorney=s fees and expenses awarded to Class Counsel by the Court. You are free to retain your own attorney to represent you in this matter. However, you will be responsible for paying your own attorney's fees and expenses. You also have the right to represent yourself before the Court, pursuant to the procedures set forth above and the rules of the Court.

**Additional Information** This notice is only a summary of this action. For a more detailed statement of the matters involved in this action, you are referred to the Amended Complaint, Defendants= Answers and Affirmative Defenses and other papers and Court Orders on file in the Clerk's Office, which you may inspect from Monday - Friday, between 8:30 a.m. and 4:00 p.m. at the street address listed below. Do not contact the Court or the Clerk as they will not

answer any questions. Further, do not contact any Defendant since their representatives are not authorized to provide any information or advice relating to this suit.

United States District Court for the  
Middle District of Florida  
(Orlando Division)  
401 West Central Blvd.  
Orlando, Florida 32801