

**UNITED STATES COURT OF APPEALS  
FOR VETERANS CLAIMS**

**Lyn Adanich** : **Docket No.: 18-4199**

**Appellant,** :

**vs.**

**Robert L. Wilkie** :  
**Secretary of Veterans Affairs**

**Appellee.** :

**TABLE OF CONTENTS FOR APPELLANT'S APPLICATION FOR AWARD  
OF ATTORNEYS' FEES AND EXPENSES PURSUANT TO 28 U.S.C. §  
2412(d)**

Application for Award of Reasonable Attorneys' Fees and Expenses .....	1
Exhibit A (Itemized Billing Statement) .....	10
Exhibit B (Bureau of Labor & Statistics CPI) .....	16
Exhibit C (Expenses).....	17

**UNITED STATES COURT OF APPEALS  
FOR VETERANS CLAIMS**

<b>Lyn Adanich</b>	<b>:</b>	<b>Docket No.: 18-4199</b>
<b>Appellant,</b>	<b>:</b>	
<b>vs.</b>		
<b>Secretary of Veterans Affairs</b>	<b>:</b>	
<b>Appellee.</b>	<b>:</b>	

**APPELLANT'S APPLICATION FOR AN AWARD OF ATTORNEYS FEES  
AND EXPENSES PURSUANT TO 28 U.S.C. § 2412(d)**

Pursuant to the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d) and U.S. Vet. App. R. 39, Appellant, Lyn Adanich, applies for an award of reasonable attorneys' fees and expenses in the amount of \$11,522.02.

**I. PROCEDURAL HISTORY**

On May 24, 2018, the Board of Veterans' Appeal (the "Board") issued a decision denying Appellant entitlement to service connection for colon cancer and compensation for residuals of a dental procedure under 38 U.S.C. § 1151; both claims on a substituted basis. Appellant filed a timely Notice of Appeal to this Court on August 9, 2018.

The Record Before the Agency (“RBA”), containing 10096 pages, was served upon the Appellant on October 5, 2018. Appellant reviewed the RBA, and then served a Memorandum upon Appellee regarding issues on appeal in preparation of a conference before the Court’s Central Legal Staff. On February 11, 2019, a conference was held with the assistance of the Court’s Central Legal Staff. Unfortunately, no agreement could be reached. On April 28, 2019, the Appellant filed her principal brief. The Appellee’s brief was filed on August 12, 2019.

The case was then assigned to the Honorable Judge Allen. The Court then ordered that the matter be submitted to a panel which included Judge Allen, Greenberg, and Falvey. Co-counsel for the Appellant entered his appearance on February 3, 2020. Oral argument was held in Washington, D.C. on February 6, 2020.

After oral argument in this matter, the parties began negotiating a joint resolution to this case. On April 6, 2020, a Joint Motion to terminate the appeal was filed with the Court. This Joint Motion also included a stipulated agreement. On April 15, 2020, this Court ordered that the Joint Motion to terminate the appeal be granted. This Order was the mandate of the Court pursuant to U.S. Vet. App. R. 41(b).

## II. AVERMENTS

Mrs. Adanich was a prevailing party, the Secretary's position in this matter was not substantially justified, and Mrs. Adanich's net worth at the time the appeal was filed did not exceed \$2 million. Itemized statements detailing the time spent and fees sought on the case are attached. Mrs. Adanich meets all of the criteria under the statute, and the Court should award fees as requested. *See* 28 U.S.C. § 2412(d).

## III. ARGUMENT

### A. APPELLANT IS A PREVAILING PARTY AND ELIGIBLE TO RECEIVE AN AWARD.

To obtain "prevailing party" status, a party need only have obtained success "on any significant issue in litigation which achieve[d] some of the benefit . . . sought in bringing the suit." *Shalala v. Schaefer*, 113 S. Ct. 2625, 2632 (1993). Appellant is a prevailing party because the Court vacated the BVA's decision based upon a Joint Motion for Remand premised on administrative error and remanded the case for further development and adjudication in accordance with its decision. See *Zuberi v. Nicholson*, 19 Vet. App. 541 (2006); *Sumner v. Principi*, 15 Vet. App. 256 (2001) (en banc). This Court-ordered relief creates the "material alteration of the legal relationship of the parties necessary to permit an award of attorney's fees." *Buckhannon*

*Bd. and Care Home, Inc. v. West Virginia Dep't of Health and Human Res.*, 121 S. Ct. 1835, 1840 (2001) (quoting *Texas State Teachers Association v. Garland Indep. School Dist.*, 489 U.S. 782, 792 (1989)).

Appellant is a party eligible to receive an award of reasonable fees and expenses because her net worth did not exceed \$2 million at the time this civil action was filed, nor did she own any unincorporated business, partnership, corporation, association, unit of local government, or organization, of which the net worth exceeded \$7,000,000 (seven million dollars), and which had more than 500 employees. *See Bazalo v. Brown*, 9 Vet. App. 304, 309, 311 (1996). In addition, Appellant filed a Declaration of Financial Hardship, which was accepted for filing by the Court on August 8, 2018. *See Owens v. Brown*, 10 Vet. App. 65, 67 (1997).

## B. THE POSITION OF THE SECRETARY OF VETERANS AFFAIRS WAS NOT SUBSTANTIALLY JUSTIFIED.

The Secretary of Veterans Affairs can defeat Appellant's application for fees and costs only by demonstrating that the government's position was substantially justified. *See Brewer v. American Battle Monument Commission*, 814 F.2d 1564, 1566-67 (Fed. Cir. 1987); *Stillwell v. Brown*, 6 Vet. App. 291, 301 (1994). The U.S. Supreme Court has held that for the position of the government to be substantially justified, it must have a

“reasonable basis both in law and fact.” *Pierce v. Underwood*, 487 U.S. 552, 565 (1988); accord, *Beta Systems v. United States*, 866 F.2d 1404, 1406 (Fed. Cir. 1989).

In this case, the Secretary’s administrative position was not substantially justified. As described more fully in the “Procedural History,” *supra*, the Court granted the parties’ joint motion to terminate the appeal and stipulated agreement. In that agreement, the Secretary agreed to grant entitlement under 38 U.S.C. 1151 for residuals of a dental procedure. This agreement effectively reverses the finding by the Board as it was related to that claim. Additionally, in the stipulated agreement, the Secretary agreed to pay reasonable attorney fees and expenses.

This error (conceded by the Secretary), and the other errors made by the Board, had no reasonable basis in fact or in law. Moreover, there is no evidence that special circumstances exist in Appellant's case that would make an award of reasonable fees and expenses unjust. *See* 28 U.S.C. § 2412(d)(1)(A).

C. ITEMIZED STATEMENT OF SERVICES RENDERED AND  
AMOUNTS OF REASONABLE FEES AND EXPENSES

An itemized statement of the services rendered and the reasonable fees and expenses for which Appellant seeks compensation is attached to this application as Exhibit A. Counsel also certifies that counsel has “(1) reviewed the...billing statement and is satisfied that it accurately reflects the work performed by all counsel and (2) considered and eliminated all time that is excessive or redundant.” *Baldrige and Demel v. Nicholson*, 19 Vet. App. 227, 240 (2005).

Appellant is seeking an hourly rate of \$193.00 per hour. This rate was determined by adjusting the \$125 per hour statutory EAJA rate by the increase in the cost of living as determined by the Consumer Price Index-U for Midwest Urban. *See Mannino v. West*, 12 Vet. App. 242, 243 (1999). The increase was calculated for the period from 1996 (the start date of the EAJA rate), to 2019 half 1, the date closest to the mid-point date for the litigation in this case, using the method described in *Elcyszyn v Brown*, 7 Vet. App. 170, 181.

The rate was calculated as follows:

$\$125.00 \times \text{CPI-U}/153 = \text{attorney fee};$

$\text{CPI-U 2019 Half 1} = 236.682$

$\$125.00 \times 236.682/153 = \$ 193.36$  per hour

Rounded down to \$ 193.00 per hour

Counsel also expended and advanced expenses during this case. Specifically, oral argument was held in Washington, D.C. This caused counsel to incur travel and expenses and costs to attend the oral argument. Counsel is seeking reimbursement of \$197.75 for the cost of a hotel room in Chevy Chase, Maryland, the night before oral argument. Counsel is also seeking reimbursement of \$168.87 for the cost of a rental vehicle to travel to and from Washington, D.C. The cost of the rental vehicle was significantly cheaper than possible flights to the capitol. Receipts for these expenses are attached as Exhibit D.

Counsel is not seeking re-imbursement for the following expenses:

1. Copying charges.
2. The cost of postage.
3. The cost of gasoline for travel to and from Washington, D.C.
4. The cost of meals during travel to and from Washington, D.C. as well as at Washington, D.C.

Appellant has claimed a reasonable amount of fees, predicated upon "the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate." *Ussery v. Brown*, 10 Vet. App. 51, 53 (1997)



#### D. THE EXERCISE OF REASONABLE BILLING DISCRETION

Counsel for Mrs. Adanich has exercised sound billing judgment and has made significant reductions in the billing itemization. Detailed itemizations clearly indicate where charges have been reduced or eliminated altogether. All time spent reviewing court orders or routine pleadings filed with the Court has been reduced. Further, all time spent drafting and filing motions for an extension of time has been eliminated. No time has been billed for work performed on unreasonable motions; for any argument made in a reply brief which repeats the same argument in the principal brief; for work spent on activities that are not required for preparation of the billed pleading; and for irrelevant work.

In the exercise of billing judgment, Appellant has eliminated 26.6 hours of attorney time from this itemized statement and this fee petition.

WHEREFORE, Appellant respectfully requests that the Court award attorney's fees and expenses in the total amount of \$11,522.02 in this matter.

**Date: May 14, 2020**

Respectfully submitted,

**/s/ Maxwell D. Kinman**

Maxwell D. Kinman  
423 Reading Rd.  
Mason, OH 45040  
(513) 228-1100 (Office)  
(513) 693-0155 (Cellular)  
Max@AWKLegal.com

**/s/ David C. Wagner**

David C. Wagner  
423 Reading Rd.  
Mason, OH 45040  
(513) 228-1100 (Office)  
Dave@AWKLegal.com

## EXHIBIT A

### ITEMIZED BILLING STATEMENT

Lyn Adanich, 18-4199

Attorney Maxwell D. Kinman, Esq.

Attorney David C. Wagner, Esq.

**\*\* All billing entries are for Attorney Maxwell D. Kinman unless specifically noted \*\***

9/28/2018	0.3	Receive signed representation agreement from client with additional documents; Draft & e-file NOA and Representation Agreement.
	0.1	Create hard file, draft and mail representation letter to client and next steps.
10/9/2018	0.1	Receive copy of RBA from VA; ensure initial working condition and page amount; update calendar with review date
	0.1	Letter to client re: RBA received.
10/24/2018	0	Draft & e-file extension of time to review RBA. <b> [.2 hours eliminated in the exercise of billing judgment]</b>
12/12/2018	0.1	Review notice from court regarding brief due in 60 days, update calendar.
	0.1	Draft & mail client letter regarding brief due in 60 days and update of case.
1/11/2019	0.1	Update calendar with CLS Conference date.
	0.1	Mail client letter re: CLS Conference.
1/25/2019	5	Begin Reviewing RBA, including BVA Decision (10096 Total Pages), creating timeline and table of contents;

Review RBA for any missing documents; Highlight and make comments on important facts, sections, and evidence in preparation for CLS conference and filing of briefs.  
(RBA Pages 1-2974 );

1/26/2019      5    Continue Reviewing RBA, including BVA Decision (10096 Total Pages), creating timeline and table of contents;  
Review RBA for any missing documents; Highlight and make comments on important facts, sections, and evidence in preparation for CLS conference and filing of briefs.  
(RBA Pages 2974-End );

1/28/2019      1    Review RBA highlights, timeline, and notes for drafting of CLS Memo Notes, draft outline of CLS Memo arguments.

0.2    Begin Draft of CLS Conference Memo. Introduction

0.2    Draft Procedural Summary

0.7    Draft Factual Summary

1.5    Review medical literature re: procedure and complications.

1    Draft CLS Conference Memo and research case law re: Medical Opinion downgrading & conflict.

0.2    Final editing of the CLS Conference Memo

0.1    E-mail opposing counsel and CAVC staff completed CLS Conference Memo.

0.1    Draft & e-file Rule 33 Certificate of Service

2/11/2019      0.3    Prepare for CLS Conference; Draft CLS Quick Notes in preparation of conference.

0.1    CLS Conference

0.1    E-mail client re: CLS Conference.

2/27/2019      0.4    Phone call with client.

3/13/2019	0	Draft & e-file extension of time for brief. <b>[.2 hours eliminated in the exercise of billing judgment]</b>
4/28/2019	1	Briefly review CLS Memo and RBA in preparation for Brief writing.
	0.2	Set up form and format of Appellant Brief, insert main issues from CLS memo, create draft of statement of issues.
	0.4	Draft Statement of the Case - Procedural Issues; review record for pertinent dates and citations.
	0.5	Draft Statement of the Case - Facts
	1.3	Draft section/research case law re: Private Medical Opinion.
	0.9	Draft section/research case law re: Inadequate VA Opinion.
	0.1	Finish and refine Statement of Issues
	0.3	Draft Summary of the Argument.
	0.1	Draft & set up headings for the table of contents.
	0.5	Proofread all sections.
	0.7	Compile Table of Authorities, including identifying complete record sections.
	0.3	Final proofread and put together of brief.
	0.1	E-file appellant brief.
	0.1	Draft & mail client letter re: filing of Appellant brief and what to expect next.
6/21/2019	0.1	E-mail with client.
6/30/2019	0.1	Review filing re: extension of time for Appellee brief. Update Calendar.
	0.1	Draft & mail client letter re: extension of time for Appellee

		brief.
7/3/2019	0.5	Phone call with client re: update.
8/13/2019	0.1	Download Appellee Brief. Draft & mail client letter re: Appellee Brief filing.
8/26/2019	0	Draft & e-file extension of time for reply brief. <b>[.2 hours eliminated in the exercise of billing judgment]</b>
9/9/2019	0.5	Review Appellee Brief for potential Reply Brief Arguments.
	0.1	Draft & e-file Notice of No Reply Brief.
9/26/2019	0.3	Review ROP for accuracy.
	0.1	Draft & e-file response to ROP.
10/2/2019	0.1	Ltr to client re: Judge Assigned.
11/27/2019	0.1	Ltr to client re: Oral Argument.
12/29/2019	0.1	Ltr to client re: Oral Argument date and time.
1/17/2020	1	Phone call with client re: Oral Argument.
1/18/2020	0.3	Draft & e-file Motion to client to present at oral argument.
2/3/2020	0.2	Draft & e-file Notice of Appearance and Representation Agreement as co-counsel. <b>[Attorney David C. Wagner]</b>
	2	Review Record of Proceedings and Briefs. <b>[Attorney David C. Wagner]</b>
2/4/2020	3.5	Oral Argument Preparation; Case File Review. <b>[Attorney David C. Wagner]</b>
	4.5	Oral Argument Preparation; Case File Review.
2/5/2020	2	Travel to Washington, D.C. <b>[6.5 hours eliminated in the exercise of billing judgment]</b>
	2	Travel to Washington, D.C. <b>[6.5 hours eliminated in the exercise of billing judgment]</b> <b>[Attorney David C. Wagner]</b>

	4	Oral Argument Preparation; Case File Review; Mock questions and argument.
	4	Oral Argument Preparation; Case File Review; Mock questions and argument. <b>[Attorney David C. Wagner]</b>
2/6/2020	1	Oral Argument
	1	Oral Argument <b>[Attorney David C. Wagner]</b>
	2	Travel from Washington D.C. <b>[6.5 hours eliminated in the exercise of billing judgment]</b>
	2	Travel from Washington D.C. <b>[6.5 hours eliminated in the exercise of billing judgment]</b> <b>[Attorney David C. Wagner]</b>
2/19/2020	0.1	Respond to opposing counsel e-mail re: Stay. Letter to client.
2/21/2020	0.5	Phone call with client re: update.
4/6/2020	0.5	Review settlement proposal.
4/17/2020	0.1	Letter to client with settlement package.
5/14/2020	0.4	Prepare drafting of EAJA application, set-up format, review of pertinent case law and statutes.
	1	Draft EAJA application (.5), Review & edit billing statement for EAJA, ensure accuracy of all time entries, ensure complete descriptions of all entries; exercise billing judgment to remove time that is duplicative or clerical or time that would not be charged to a private client.
	0.1	Finalize and file EAJA application

Total Hours for Attorney Kinman: 43.1

Total Hours for Attorney Wagner: 14.7

Total Attorney Fee Attorney Kinman: \$8,318.30

Total Attorney Fee Attorney Wagner: \$2,837.10

Total Expenses: \$366.62

Total EAJA Award Requested: \$11,522.02



## EXHIBIT B

### Consumer Price Index - All Urban Consumers

**Series Id:** CUUR0200SA0,CUUS0200SA0  
 Not Seasonally Adjusted  
**Area:** Midwest  
**Item:** All items  
**Base Period:** 1982-84=100

---

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1996	150.2	150.8	151.7	152.3	152.7	152.9	153.2	153.4	154.0	154.4	155.0	155.3	153.0	151.8	154.2
1997	155.5	155.9	155.9	156.1	156.3	156.7	156.6	157.2	157.5	157.7	157.7	157.3	156.7	156.1	157.3
1998	157.6	158.0	158.4	159.0	159.4	159.5	159.8	159.5	159.9	160.1	160.1	159.8	159.3	158.7	159.9
1999	160.4	160.5	161.0	162.2	162.2	162.5	162.9	163.2	164.3	164.3	164.6	164.4	162.7	161.5	164.0
2000	164.9	165.9	167.1	167.0	167.5	169.7	168.8	168.2	170.0	170.1	170.3	170.2	168.3	167.0	169.6
2001	171.9	172.1	171.7	172.8	174.2	173.8	172.5	173.0	174.6	172.6	172.5	171.9	172.8	172.8	172.9
2002	172.1	172.5	173.6	174.7	174.8	175.3	175.3	175.8	176.2	176.3	176.1	175.5	174.9	173.8	175.9
2003	176.2	177.8	178.6	177.8	177.7	178.4	178.1	178.8	179.5	179.1	178.9	178.4	178.3	177.8	178.8
2004	179.4	180.2	181.0	181.5	182.9	183.3	183.2	183.3	183.6	184.5	184.8	183.8	182.6	181.4	183.9
2005	184.1	185.2	186.3	187.7	187.4	187.8	188.4	189.7	192.5	192.1	190.3	189.7	188.4	186.4	190.5
2006	190.8	190.7	192.0	193.0	193.6	194.1	194.6	195.1	193.7	192.3	192.8	192.9	193.0	192.4	193.6
2007	193.068	194.458	196.389	197.405	199.194	199.263	198.989	198.551	199.714	199.455	200.762	200.227	198.123	196.629	199.616
2008	201.427	201.896	203.723	205.393	207.168	208.968	210.071	209.351	209.252	206.019	201.737	199.582	205.382	204.763	206.002
2009	200.815	201.453	202.021	202.327	203.195	205.350	204.814	205.632	205.601	205.706	206.247	205.613	204.064	202.527	205.602
2010	206.564	206.563	207.359	207.777	207.987	207.886	208.211	208.639	208.788	208.689	208.816	209.270	208.046	207.356	208.736
2011	210.388	211.090	212.954	214.535	215.899	215.954	216.099	216.586	216.968	215.653	215.614	215.173	214.743	213.470	216.016
2012	216.368	216.855	218.975	219.405	219.145	219.017	218.956	220.462	221.125	220.375	219.483	219.033	219.100	218.294	219.906
2013	219.282	221.599	222.121	221.931	223.049	223.775	222.902	223.046	223.252	222.171	221.718	221.194	222.170	221.960	222.381
2014	222.247	223.493	225.485	226.214	226.565	227.588	226.997	226.587	226.913	225.793	224.396	222.821	225.425	225.265	225.585
2015	221.545	222.301	223.550	223.797	224.732	225.946	225.853	225.830	225.184	225.050	224.009	222.722	224.210	223.645	224.775
2016	223.301	223.196	224.621	225.609	226.476	227.835	226.786	227.097	227.636	227.358	226.673	226.794	226.115	225.173	227.057
2017	228.279	228.633	228.824	229.682	229.705	229.780	229.820	230.443	231.030	230.660	231.084	230.548	229.874	229.151	230.598
2018	232.028	232.512	232.931	233.913	235.065	235.455	235.346	235.276	235.524	235.680	234.292	233.458	234.290	233.651	234.929
2019	233.837	235.444	236.793	237.510	238.219	238.288	238.760	238.786	238.847	239.243	238.850	238.734	237.776	236.682	238.870
2020	239.690														

## **EXHIBIT C**

1. Hotel Room Billing Statement
2. Rental Car Billing Statement



**Courtyard by Marriott®**

5520 Wisconsin Ave, Chevy Chase, MD 20815 P 301.656.1500

**Marriott.com/WASVY**

M. Kinman

Room: 1116

Room Type: GENR

Number of Guests: 1

Rate: \$175.00

Clerk:

Arrive: 05Feb20

Depart: 06Feb20

Folio Number: 73017

DATE	DESCRIPTION	CHARGES	CREDITS
05Feb20	Room Charge	175.00	
05Feb20	State Occupancy Tax	10.50	
05Feb20	County OCCUPANCY TAX	12.25	
06Feb20	Visa		197.75

Card #: VXXXXXXXXXXXXXXXXX1362/XXXXX  
Amount: 197.75 Auth: 005306 Signature on File  
This card was electronically swiped on 05Feb20

**BALANCE: 0.00**

**Marriott Bonvoy Account # XXXXX9319.** Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy account statement or your online statement for updated activity.

See our "Privacy & Cookie Statement" on Marriott.com.

Operated under license from Marriott International, Inc. or one of its affiliates.

Bring the Courtyard sleep experience home with you. Visit [ShopCourtyard.com](http://ShopCourtyard.com).



Rental Agreement Summary  
RA#: 8G76GH  
Renter: MAXWELL KINMAN  
Billing Cycle: 24-HOUR

## Dates & Times Location

Pick up	
Wednesday, February 5, 2020	8445 CINCINNATI
Start Charges:	COLUMBUS RD
Wednesday, February 5, 2020	WEST CHESTER,
	OH 45069-3523
	(513) 847-4424
Anticipated Return	
Friday, February 7, 2020 9:00 AM	8445 CINCINNATI
	COLUMBUS RD
	WEST CHESTER,
	OH 45069-3523
	(513) 847-4424

## Vehicle

2019 NISN VERS 4DSV PER MFG SPEC	License: MD 9DJ3873
VIN: 3N1CN7AP3KL822125	Vehicle: 7RB80Y
<b>Pickup:</b> 02/05/2020 @ 9:34 AM	ODO:30657 Fuel:1/2

**Vehicle Condition:**  
No Damage Documented

## Summary of Charges

### Estimated Renter Charges

Charges	Price/Unit	Total
TIME & DISTANCE 2/5/20-2/7/20	\$42.99 / Day	\$85.98
NO CHARGE DISTANCE 2/5/20-2/7/20	\$0.00 / Mile	\$0.00
DAILY RATE:	\$42.99 / Day	
HOURLY RATE:	\$14.33 / Hour	
REFUELING CHARGE	\$3.80 / Gallons	\$0.00
ADDITIONAL DRIVER 2/5/20-2/7/20	\$10.00 / Day	\$20.00

### Optional Protections Accepted

DAMAGE WAIVER 2/5/20-2/7/20	\$19.99 / Day	\$39.98
RAP 2/5/20-2/7/20	\$5.99 / Day	\$11.98

### Optional Protections Declined

SUPPLEMENTAL LIABILITY PROTECTION 2	@ \$13.80 / Day	\$0.00
PAI/PEC	@ \$6.00 / Day	\$0.00

Renter Acknowledgement of Accepted and Declined Protections

I acknowledge that I have accepted or declined protections as indicated above.

MDK

## Taxes and Fees

VLF REC	\$0.31 / Day	\$0.62
SALES TAX (6.5%)	6.5%	\$10.31
Total Estimated Charge:		\$168.87
<b>Payments:</b>		
VISA *****1362	Auth	(\$368.87)

## Renter Acknowledgement of Charges

I acknowledge that I have reviewed and agree to all Estimated Renter Charges and fees listed on Summary of Charges and further agree to pay for final charges in accordance with the Terms and Conditions of this Rental Agreement.

MDK

Owner: EAN HOLDINGS, LLC

## Additional Drivers

No Additional Drivers are authorized to drive the vehicle with the exception of the drivers listed below.  
(Additional driver names listed here if applicable)

DAVID WAGNER

Please keep this Rental Agreement Summary with you in the vehicle during the rental.

## Local Addenda

**OPTIONAL PRODUCTS NOTICE: WE OFFER FOR AN ADDITIONAL CHARGE THE FOLLOWING OPTIONAL PRODUCTS: DAMAGE WAIVER; PERSONAL ACCIDENT INSURANCE/ PERSONAL EFFECTS COVERAGE; SUPPLEMENTAL LIABILITY PROTECTION AND ROADSIDE ASSISTANCE PROTECTION. BEFORE DECIDING TO PURCHASE ANY OF THESE PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE, CREDIT CARD OR OTHER COVERAGE PROVIDES YOU PROTECTION DURING THE RENTAL PERIOD. THE PURCHASE OF ANY OF THESE PRODUCTS IS NOT REQUIRED TO RENT VEHICLE.**

**DROPPED VEHICLES - IF VEHICLE IS RETURNED DURING NON-BUSINESS HOURS OR TO ANY OTHER PLACE OTHER**

THAN BRANCH ADDRESS ON PAGE 1 OF  
THE RENTAL AGREEMENT SUMMARY,  
ANY DAMAGE TO, LOSS OR THEFT OF,  
VEHICLE OCCURRING PRIOR TO AN  
EMPLOYEE OF OWNER CHECKING IN  
VEHICLE IS RENTER RESPONSIBILITY.

X \_\_\_\_\_

**\*By signing this agreement Renter agrees to  
Enterprise's collection of information about  
Renter's use of Vehicle and Texting & Calling  
terms. See Paragraphs 21 and 23 in the Rental  
Agreement Jacket.\***

RENTER ACKNOWLEDGEMENT OF LOCAL ADDENDUM



 **TERMS AND CONDITIONS**

[Click to view Terms and Conditions](#)

FORM# 38.39.68.OH-JK\_UC19

RENTER ACKNOWLEDGEMENT OF THE ENTIRE  
AGREEMENT

I, THE "RENTER" SIGNING BELOW, HAVE READ AND  
AGREE TO THE TERMS AND CONDITIONS IN THE  
RENTAL AGREEMENT JACKET. BY SIGNING BELOW, I  
AM AUTHORIZING OWNER TO CHARGE TO THE CREDIT  
CARD(S) AND/OR DEBIT CARD(S) THAT I HAVE PROVIDED  
TO OWNER ALL AMOUNTS OWED BY ME UNDER THIS  
AGREEMENT FOR ADVANCE DEPOSITS, INCREMENTAL  
AUTHORIZATIONS/DEPOSITS, AND ANY OTHER AMOUNTS  
OWED BY ME, AS WELL AS PAYMENTS REFUSED BY  
A THIRD PARTY TO WHOM BILLING WAS DIRECTED.  
I ALSO AUTHORIZE OWNER TO RE-INITIATE ANY  
CHARGE TO MY CARD(S) THAT IS DISHONORED FOR  
ANY REASON. I CERTIFY THAT THE DRIVERS LICENSE(S)  
PRESENTED IS CURRENTLY VALID AND IS NOT SUSPENDED,  
EXPIRED, REVOKED, CANCELLED OR SURRENDERED.  
I FURTHER ACKNOWLEDGE AND CONSENT TO THE  
DISPUTE RESOLUTION PROVISIONS CONTAINED IN THIS  
AGREEMENT.



8G76GH

Terms and Conditions electronically accepted by the Renter