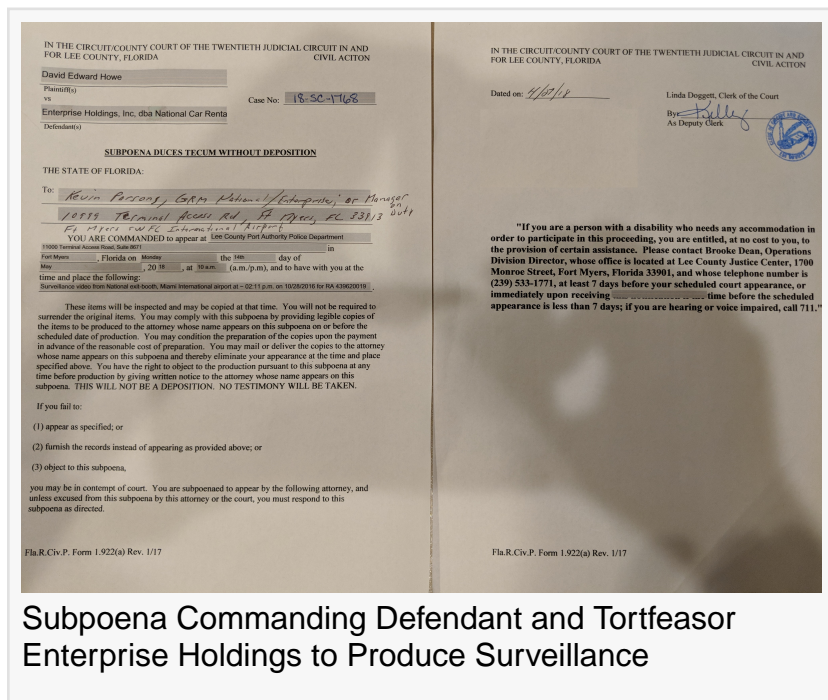


Enterprise Agent Proudly and Systematically Reiterates Arbitration Clause Denying Due Process in USA Courts of Law

Victim reluctantly dismisses federal lawsuit after reviewing audio evidence, obtaining one-sided rental terms, and on pro bono advice from federal trial expert

ST. LOUIS, MISSOURI, UNITED STATES OF AMERICA, April 28, 2018 /EINPresswire.com/ -- SubscriberWise (<https://www.subscriberwise.com>), the nation's largest issuing CRA for the communications industry and the leading protector of children victimized by identity fraud, announced today the comprehensive and outrageous predatory tactics used by the USA car rental industry, and others, to ensure bad acts and bad behavior proliferate with impunity, and outside of the public's view and scrutiny.



IN THE CIRCUIT COUNTY COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA CIVIL ACTION

Plaintiff(s) David Edward Howe
vs
Enterprise Holdings, Inc. dba National Car Renta
Defendant(s)

Case No. 18-5C-1168

IN THE CIRCUIT COUNTY COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA

Dated on 4/16/18
Linda Duggan, Clerk of the Court
By: [Signature] As Deputy Clerk

SUBPOENA DUCES TECUM WITHOUT DEPOSITION

THE STATE OF FLORIDA:

To: Kevin Parsons, GM, National/Enterprise, at Manager
10833 Terminal Road, Ft. Myers, FL 33913
YOU ARE COMMANDED to appear in Lee County Post Authority Public Department
35000 Terminal Avenue Road, Suite 801
in Florida on the _____ day of _____, 2018, at 9:00 AM, and to have with you at the time and place the following:
Documents, audio files, National outposts, Miami International airport at 32511 26th St. 3260901010 for 404 4380001010

These items will be inspected and may be copied at that time. You will not be required to surrender the original items. You may comply with this subpoena by providing legible copies of the items to be produced to the attorney whose name appears on this subpoena on or before the scheduled date of production. You may condition the preparation of the copies upon the payment in advance of the reasonable cost of preparation. You may mail or deliver the copies to the attorney whose name appears on this subpoena and thereby eliminate your appearance at the time and place specified above. You have the right to object to the production pursuant to this subpoena at any time before production by giving written notice to the attorney whose name appears on this subpoena. THIS WILL NOT BE A DEPOSITION. NO TESTIMONY WILL BE TAKEN.

If you fail to:
(1) appear as specified; or
(2) furnish the records instead of appearing as provided above; or
(3) object to this subpoena,
you may be in contempt of court. You are subpoenaed to appear by the following attorney, and unless excused from this subpoena by this attorney or the court, you must respond to this subpoena as directed.

Fla.R.Civ.P. Form 1.922(a) Rev. 1/17

Subpoena Commanding Defendant and Tortfeasor Enterprise Holdings to Produce Surveillance

Listen to [Enterprise](https://www.subscriberwise.com) agent eagerly announce the company's arbitration policy designed to keep consumers far away from open court dockets and jury trials: <https://soundcloud.com/user-370781554/howe-damage-recovery-unit-cannot-sue-no-due-process>

“

It's a blow to justice and it's a sad indictment that in the United States of America lawmakers have allowed forced arbitration clauses to be inconspicuously inserted into agreements...”

David Howe, US Credit Czar and America's child identity guardian

Related: Lee County Issues Subpoena Commanding Defendant Enterprise Holdings to Produce Surveillance for Inspection and Copy by Plaintiff and U.S. Credit Czar [David Howe](https://www.businesswire.com/news/home/20180427006063/en/Lee-County-Issues-Subpoena-Commanding-Defendant-Enterprise), SubscriberWise Confirms: <https://www.businesswire.com/news/home/20180427006063/en/Lee-County-Issues-Subpoena-Commanding-Defendant-Enterprise>

“It's a blow to justice and it's a sad indictment that in the United States of America lawmakers have allowed forced arbitration clauses to be inconspicuously inserted into agreements that honest and innocent consumers engage in millions of times each day in this nation,” proclaimed David Howe, SubscriberWise founder and national child identity guardian. “Under no circumstance – none at all – should a victim who has been harmed by fraud, negligence, or any other civil or criminal wrong be denied due process in a court of law and by a jury of their peers.”

“But that’s exactly what the USA car rental industry, along with myriads of other companies with substantial consumer complaints, is banking on – literally and figuratively – to continue lining their pockets with ill-gotten revenue from citizens and visitors who become prey to their shameful and greedy business practices,” Howe asserted.

Related:

<https://www.bloomberg.com/news/article/2017-07-21/why-financial-firms-want-to-keep-you-out-of-court-quicktake-q-a>



Global Credit Czar and Child Protector David Howe

“And according to the National Association of Consumer Advocates, forced arbitration is preferred by companies because it benefits companies - not the employee or consumer,” continued Howe. Here are problems and dangers noted by consumer advocates:

- * Individuals are often unaware they've agreed to forced arbitration. Most Americans have accepted goods or services or a job with forced arbitration as a condition; and yet, very few individuals report having noticed a forced arbitration clause in the terms of agreements or contracts they've accepted.
- * Forced arbitration severely limits consumer options for resolving a dispute. Before any problem arises, you lock yourself into only one option—forced arbitration—for resolving all future disputes or problems. The contract typically also names the arbitration company that must be used – the one preferred by the company.
- * Forced arbitration clauses generally bind the consumer—not the company. The way many forced arbitration clauses are written, the seller retains its rights to take any complaint to court while the consumer can only initiate arbitration.
- * Arbitration is a private system without a judge, jury, or a right to an appeal. Arbitrators aren't required to take the law and legal precedent into account in making their decisions. There is no appeal or public review of decisions to ensure the arbitrator got it right.
- * Employees cannot sue for discrimination, harassment, abuse, retaliation, or wrongful termination. In forced arbitration, the laws that protect us from discrimination based on age, sex, religion, race, disability, and unequal pay for equal work, such as the Civil Rights Act and the Equal Pay Act, become meaningless and unenforceable in court. Employees lose important protections for blowing the whistle on waste or fraud or for fighting retaliation for taking the family medical leave.
- * Consumers cannot sue for negligence, defective products, or scams. Just by buying a product or service, consumers can lose their right to hold a company accountable. Even if a retirement account disappears, a home is dangerous and defective, or a loved one suffers harm in a nursing home, a forced arbitration clause means there is no right to take the company responsible to court.

Related: See the ‘wear and tear’ used to initially implicate Howe:

<https://www.businesswire.com/news/home/20161212006296/en/U.S.-Credit-Czar-SubscriberWise->

[Founder-David-Howe](#)

“Yes, it's time for lawmakers to ban forced arbitration through legislation that will protect the rights of individuals. It's time to give citizens their constitutional right to due process of law without restricting access to civil and jury-trial litigation involving the public and with open dockets,” Howe concluded.

About SubscriberWise

By incorporating years of communications performance data and decision models, including FICO's latest analytic technology (FICO 9 Score), SubscriberWise® delivers unprecedented predictive power with a fully compliant, score driven decision management system. SubscriberWise is a risk management preferred-solutions provider for the National Cable Television Cooperative (www.nctconline.org). The NCTC helps nearly 1000 members nationwide.

SubscriberWise is a U.S.A. federally registered trademark of the SubscriberWise Limited Liability Co.

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