

**IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT,
IN AND FOR DUVAL COUNTY, FLORIDA**

OFFICE OF THE ATTORNEY GENERAL,
STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS,

Plaintiff,

v.

DOLLAR THRIFTY AUTOMOTIVE
GROUP, INC., a foreign corporation,

Defendant.

Case No.: 16-2018-CV-005938

SETTLEMENT AGREEMENT

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes, the Office of the Attorney General, State of Florida, Department of Legal Affairs, hereinafter referred to as the “Attorney General,” investigated the advertising and business practices of Dollar Thrifty Automotive Group, Inc., hereinafter referred to as “Dollar Thrifty.”¹

Dollar Thrifty is prepared to enter into this SETTLEMENT AGREEMENT for the purpose of resolving this matter only, and the Attorney General does in this matter accept this SETTLEMENT AGREEMENT as a resolution of the litigation

¹ This SETTLEMENT AGREEMENT does not apply to rentals made by independently owned and operated Dollar or Thrifty licensees in Florida and does not apply to any affiliated business.

filed in Florida’s Fourth Judicial Circuit in the above captioned matter. This SETTLEMENT AGREEMENT is effective as of the date of the last signature on this SETTLEMENT AGREEMENT (the “Effective Date”).

RECITALS

1. Whereas, Dollar Thrifty is engaged in the car rental business in the State of Florida;

2. Whereas, there are many toll roads in the State of Florida established and operated by the State or various political subdivisions of the State. These toll roads include “cashless toll roads” or “all electronic” toll roads (referred to together herein as “cashless toll roads”). On cashless toll roads, drivers cannot pay for tolls with cash. Instead, tolls are paid through use of a transponder system or a plate recognition system (with toll invoices in the latter instance sent to the registered owner of the toll-incurring vehicle).

3. Whereas, Dollar Thrifty offers its customers the option of using a toll payment service on Florida toll roads called PlatePass All Inclusive. (This service formerly was called Pass24, but for ease of reference, both PlatePass All Inclusive and Pass24 are referred to herein as “PlatePass”).

4. Whereas, Dollar Thrifty customers may purchase PlatePass at the commencement of their rental. Customers who choose to purchase PlatePass pay a daily price for the service (currently, in Florida, \$10.49 for each day of the rental),

and for that price may incur as many (or as few) tolls as they wish during the rental period.

5. Whereas, customers who decline to purchase PlatePass but still proceed to travel on toll roads in their rental cars are free to make other arrangements to pay for the tolls they incur, including paying cash, where allowed; using a personally-owned transponder on toll roads, where allowed; and/or making other direct-pay arrangements with the toll authority, where allowed.

6. Whereas, Dollar Thrifty customers who decline to purchase PlatePass but nevertheless incur one or more electronic tolls without making other arrangements to pay for those tolls are charged for the toll or tolls incurred, plus a Dollar Thrifty imposed toll-related administrative fee (previously \$15.00 per toll , but currently \$9.99 per toll in Florida) for each toll incurred. Dollar Thrifty's toll-related administrative fees are referred to herein as "Dollar Thrifty Toll Related Fees."

7. Whereas, in January 2010, the Attorney General initiated an investigation into certain business practices of Dollar Thrifty pursuant to the provisions of Chapter 501, Part II of the Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act (the "Investigation"). In August 2018, the Attorney General filed suit against Dollar Thrifty for the same matters that were the subject of its investigation (the "Lawsuit").

8. Whereas, the Attorney General's Investigation and Lawsuit were prompted by consumer complaints, including that:

- a. Consumers allege that they did not receive sufficient disclosures about the price and terms of PlatePass;
- b. Consumers allege that they did not receive sufficient disclosures about the existence of Dollar Thrifty Toll Related Fees;
- c. Consumers allege that they were charged for optional products and services that they had declined and/or that Dollar Thrifty employees had represented that certain optional products were required as a condition of the rental, including with respect to the following optional products: Loss Damage Waiver ("LDW"), Supplemental Liability Insurance ("SLI"), Personal Protection Plan ("PPP"), Protection Plus ("PP"), Personal Accident Insurance ("PAI"), Personal Effects Insurance ("PEI"), Emergency Sickness Protection ("ESP"), and Uninsured and Underinsured Motorist Protection ("UMP") (collectively, herein, referred to as "Damage Waiver and Protection-Related Products"); and
- d. Consumers allege that Dollar Thrifty charged consumers the price of upgrading a vehicle to a higher class level without adequately disclosing the price of the upgrade.

9. Whereas, Dollar Thrifty asserts that at all times relevant to the Attorney General's Investigation and Lawsuit it has consistently made express and complete disclosures to consumers about the price and all other material terms associated with PlatePass and Dollar Thrifty Toll Related Fees in customer rental agreements, on its websites, in reservation confirmation emails, and in other written disclosures made available to customers at rental locations in Florida, including but not limited to: disclosures about the existence of cashless tolls; the daily price of PlatePass; the circumstances under which a customer will incur Dollar Thrifty Toll Related Fees (and the price associated with those Fees); the opportunity for customers to avoid PlatePass and Dollar Thrifty Toll Related Fees by avoiding toll roads or by making direct toll payment to the relevant toll authority, where allowed; and the ability to purchase PlatePass at the time of car return.

10. Whereas, Dollar Thrifty asserts that at all times relevant to the Attorney General's Investigation and Lawsuit it has consistently: (a) made express and complete disclosures to customers about the price and all other material terms associated with Damage Waiver and Protection-Related Products and vehicle upgrades in customer rental agreements, on its websites, in reservation confirmation emails, and in other written disclosures shown to customers at rental locations in Florida and (b) endeavored to ensure that Damage Waiver and Protection-Related

Products and vehicle upgrades are always offered to customers as options, not requirements of rental.

11. Whereas, Dollar Thrifty asserts that its disclosures to customers regarding PlatePass, Dollar Thrifty Toll Related Fees, Damage Waiver and Protection-Related Products, and vehicle upgrades have been Clear and Conspicuous (as defined below) and Dollar Thrifty denies that it has engaged in any deceptive or unfair trade practice, and specifically denies that its business practices are in any way deceptive, unfair, or violative of Florida law, and instead states that those business practices fully comply with all local, state, and federal laws and shall remain so going forward.

12. Whereas, the Attorney General acknowledges that Dollar Thrifty has acted in good faith and fully cooperated with the Attorney General during the course of its Investigation and Lawsuit.

13. Whereas, Dollar Thrifty is entering into this SETTLEMENT AGREEMENT without making any admission of liability or wrongdoing under Florida's Deceptive and Unfair Trade Practices Act or any other local, state, or federal law, rule, or regulation, and solely for the purpose of resolving this matter with the Attorney General.

14. Whereas, the Attorney General and Dollar Thrifty have agreed to enter into this SETTLEMENT AGREEMENT as a means of fully and finally resolving the Attorney General's Investigation and Lawsuit.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Dollar Thrifty and the Attorney General agree as follows:

DEFINITIONS

For purposes of this SETTLEMENT AGREEMENT, the terms listed below are defined as follows:

15. "Clear and Conspicuous" and "Clearly and Conspicuously" means readily noticeable and readily understandable. When evaluating whether a statement is Clear and Conspicuous, the following factors shall be considered:

- a. Whether the statement is sufficiently prominent as to be readily noticeable and readily understandable;
- b. Whether the statement is expressed on its own instead of in the midst of other information;
- c. Whether the statement is expressed in plain and simple language;
- d. Whether the statement is in close proximity to any statement(s) that it purports to clarify, or to which it is logically related;

- e. Whether the statement is consistent with other statement(s) and is not confusing;
- f. Whether the statement is presented without distractions that compete for the attention of the consumer;
- g. Whether the statement is presented so as to omit any inconsistent information;
- h. Whether the statement is easily read by the consumer;
- i. Whether the statement is presented prior to the consumer incurring any financial obligation; and
- j. Whether, in the context of oral statements or representations, the language used is in a form and style commonly understood by reasonable consumers in the context of such oral statements or representations

16. “Express Consent” means an affirmative act that is clear and unambiguous evidence of a person’s intent.

17. “Matters Investigated” shall mean those matters set forth in Paragraphs 7 and 8 of this SETTLEMENT AGREEMENT.

18. “Major Commercial Airport Locations” shall mean the following locations in Florida where Dollar Thrifty maintains a Dollar or Thrifty branded car rental facility: Daytona Beach International Airport; Destin-Fort Walton Beach

Airport; Fort Meyers - Southwest Florida International Airport; Fort Lauderdale International Airport; Jacksonville International Airport; Key West International Airport; Miami International Airport; Naples Municipal Airport; Northwest Florida Beaches International Airport; Orlando International Airport; Pensacola International Airport; Punta Gorda Airport – Charlotte County; Orlando Sanford International Airport; Sarasota-Bradenton International Airport; St. Petersburg-Clearwater International Airport; Tallahassee International Airport; Tampa International Airport; Palm Beach International Airport.

19. “Online Reservation Path” shall mean the steps a consumer takes to reserve a Dollar Thrifty vehicle for pick up in the State of Florida through a Dollar Thrifty proprietary website. The Online Reservation Path includes each separate webpage that a consumer sees throughout the reservation process up to and including the final page confirming the details of the reservation.

COMPLIANCE

IT IS HEREBY AGREED BY THE PARTIES:

I. PLATEPASS/DOLLAR THRIFTY TOLL RELATED FEES

The Dollar and Thrifty Rental Agreements

20. Dollar Thrifty shall Clearly and Conspicuously disclose in written rental agreements executed by Dollar Thrifty customers at the commencement of their rental transactions: (a) the existence of cashless toll roads; (b) the availability

and price of PlatePass, including that PlatePass is a daily charge for each day of the rental, for those customers who choose to purchase PlatePass; c) the price of, and terms associated with, potential Dollar Thrifty Toll Related Fees, including the fact that Dollar Thrifty Toll Related Fees will be assessed against customers who decline to purchase PlatePass but who nevertheless incur electronic tolls during their rental periods without making other arrangements to pay for those tolls; and (d) the fact that PlatePass charges and Dollar Thrifty Toll Related Fees can be avoided by staying off toll roads or by making direct-pay arrangements with the toll-authority, where allowed. That said, Dollar Thrifty is not required to continue making its contract disclosures with respect to PlatePass and Dollar Thrifty Toll Related Fees in the same format and with the same content as it currently does as long as subsequent and/or changed disclosures are Clear and Conspicuous.

The Dollar.com and Thrifty.com Websites

21. Dollar Thrifty shall Clearly and Conspicuously disclose on its proprietary websites (www.thrifty.com and www.dollar.com) information about the existence of toll roads, including cashless toll roads, and both PlatePass and Dollar Thrifty Toll Related Fees. Dollar Thrifty is not required to continue making its website disclosures with respect to PlatePass and Dollar Thrifty Toll Related Fees in the same format and with the same content as it currently does as long as subsequent and/or changed disclosures are Clear and Conspicuous.

On the “Reservation Path” of Dollar.com and Thrifty.com

22. On the Reservation Path of Dollar.com and Thrifty.com, Dollar Thrifty shall Clearly and Conspicuously disclose: (a) the existence of cashless toll roads; (b) the availability and price of PlatePass, including that PlatePass is a daily charge for each day of the rental for those customers who choose to purchase PlatePass; (c) the price of potential Dollar Thrifty Toll Related Fees, including the fact that Dollar Thrifty Toll Related Fees will be assessed against customers who decline to purchase PlatePass, but who nevertheless incur electronic tolls during their rental periods without making other arrangements to pay for those tolls; and (d) the fact that PlatePass charges and Dollar Thrifty Toll Related Fees can be avoided by staying off toll roads or by making direct-pay arrangements with the toll-authority, where allowed. With respect to Dollar Thrifty Toll Related Fees, Dollar Thrifty may accomplish its Clear and Conspicuous Reservation Path disclosure through the use of a “pop-up box” that requires a customer to “click through” notice of the Dollar Thrifty Toll Related Fees or through another Clear and Conspicuous method. Dollar Thrifty is not required to continue making its Reservation Path disclosures with respect to PlatePass and Dollar Thrifty Toll Related Fees in the same format and with the same content as it currently does as long as subsequent and/or changed disclosures are Clear and Conspicuous.

Reservation Confirmation Emails

23. In emailed reservation confirmation communications to customers who have reserved Dollar Thrifty vehicles (a) by telephone through the company's central reservation center or (b) online at www.dollar.com and/or www.thrifty.com (and who provided their email addresses to Dollar Thrifty in making their reservations), Dollar Thrifty shall Clearly and Conspicuously disclose: (a) the existence of cashless toll roads; (b) the availability and price of PlatePass, including that PlatePass is a daily charge for each day of the rental for those customers who choose to purchase PlatePass; (c) the price of potential Dollar Thrifty Toll Related Fees, including the fact that Dollar Thrifty Toll Related Fees will be assessed against customers who decline to purchase PlatePass, but who nevertheless incur electronic tolls during their rental periods without making other arrangements to pay for those tolls; and (d) the fact that PlatePass charges and Dollar Thrifty Toll Related Fees can be avoided by staying off toll roads or by making direct-pay arrangements with the toll-authority, where allowed. Pursuant to its existing business practice, Dollar Thrifty sends two reservation confirmation emails to such customers, as follows: one email generally within 24 hours of the reservation, and a second email approximately between 24 and 72 hours before commencement of the rental period. At a minimum, Dollar Thrifty will continue these practices regarding the frequency of reservation confirmation emails. Dollar Thrifty is not required to continue

making its reservation confirmation email disclosures with respect to PlatePass and Dollar Thrifty Toll Related Fees in the same format and with the same content as it currently does as long as the subsequent and/or changed disclosures are Clear and Conspicuous.

24. Within sixty (60) days of the Effective Date of this SETTLEMENT AGREEMENT, Dollar Thrifty will contact independent, third-party online aggregators that facilitate reservations of Dollar Thrifty branded vehicles for the purpose of attempting to cause those businesses to include language on their websites and in their reservation confirmation emails, in the context of reservations for Dollar Thrifty-branded vehicles, that matches the PlatePass and Dollar Thrifty Toll Related Fees disclosures Dollar Thrifty uses on its websites and in its reservation confirmation emails, as described above. Within seventy-five (75) days of the Effective Date of this SETTLEMENT AGREEMENT, Dollar Thrifty will report to the Attorney General who it contacted at each third-party online aggregator and what due diligence Dollar Thrifty undertook in attempting to cause the aggregators to include the language on their websites and in their confirmation emails. Dollar Thrifty maintains that it is not responsible for and cannot control the disclosure conduct of such third-party aggregators. For avoidance of doubt, it is agreed that Dollar Thrifty's compliance with this SETTLEMENT AGREEMENT shall not be judged by whether or not such third-party aggregators include on their

websites and confirmation emails the PlatePass and Dollar Thrifty Toll Related Fees disclosure language described above.

25. Dollar Thrifty shall not use the terms “violation,” “fine,” “infraction,” or similar language to refer to Dollar Thrifty Toll Related Fees unless the failure to pay an electronic toll is in fact considered a violation on a particular toll road (and Dollar Thrifty will ensure that any toll-related vendor it uses also adheres to this requirement).

Additional Disclosures at Major Commercial Airport Locations

26. At all Major Commercial Airport Locations, for a period of four (4) years after the Effective Date of this SETTLEMENT AGREEMENT, Dollar Thrifty shall post signage at rental locations to inform customers about the existence of cashless toll roads in Florida and the price and terms of PlatePass and Dollar Thrifty Toll Related Fees. The signage shall be visible to customers at rental counters and may include signs at the rental counter no smaller than 8 ½ by 11 inches, signs on the wall behind the rental counter, and/or other such signs as typically used by Dollar Thrifty to convey information to customers such as counter placemats and banner stands. The signage shall contain the following information:

- i. the existence of cashless toll roads in Florida;
- ii. the availability and price of PlatePass, including that PlatePass is a daily charge for each day of the rental period;

- iii. that customers may choose to opt in to PlatePass at the end of their rental periods;
- iv. the existence and price of Dollar Thrifty Toll Related Fees that Dollar Thrifty charges customers who decline PlatePass, but who nonetheless incur one or more electronic tolls during their rental periods without paying for that toll or tolls;
- v. that customers can avoid the PlatePass charges and Dollar Thrifty Toll Related Fees by staying off toll roads and/or making other direct-pay arrangements with the toll authority, where allowed.

The signs shall not include any advertisements or other information about other Dollar Thrifty products.

27. Dollar Thrifty is not required to continue displaying signage about PlatePass and Dollar Thrifty Toll Related Fees in the same format and with the same content as it currently does – and it may make substantive changes to the content of the signage to meet any changed business practices associated with PlatePass and Dollar Thrifty Related Toll Fees -- as long as subsequent and/or changed disclosures are Clear and Conspicuous.

Counter Service Representative Training

28. Dollar Thrifty shall ensure through employee training that counter service representatives at Major Commercial Airport Locations are prepared to:

- a. Accurately respond to customer questions regarding the existence of cashless toll roads in the vicinity of the rental location and the price and terms of PlatePass and Dollar Thrifty Toll Related Fees, including the fact that PlatePass is a daily charge for each day of the rental period;
- b. Accurately inform inquiring customers that PlatePass is optional and that customers are not required to purchase PlatePass;
- c. Accurately respond to customer questions regarding Dollar Thrifty Toll Related Fees, including the fact that those fees are assessed against customers who choose not to purchase PlatePass, but who nevertheless incur one or more electronic tolls during their rental periods without making payment for that toll or tolls;
- d. Not refer to Dollar Thrifty Toll Related Fees as related to a customer violation or infraction, except where a customer's unauthorized use of an electronic toll road in Florida does constitute a traffic violation and/or infraction;

- e. Not represent that Dollar Thrifty Toll Related Fees are fees assessed or imposed by the State of Florida.
- f. Accurately inform customers in response to toll road related questions that customers can avoid PlatePass charges and Dollar Thrifty Toll Related Fees by staying off toll roads; by using their own transponders or otherwise making direct-pay arrangements with the relevant toll authority, where allowed by the relevant toll authority; or by paying tolls in cash, where allowed.

It is agreed that Dollar Thrifty is not required to continue its employee training of counter service representatives with respect to PlatePass and Dollar Thrifty Toll Related Fees disclosures in the same format and with the same content as it currently does – and it may make substantive changes to the content of the training topics to meet any changed business practices associated with PlatePass and Dollar Thrifty Related Toll Fees -- as long as subsequent and/or changed training meets the Clear and Conspicuous standards addressed herein.

II. DAMAGE WAIVER AND PROTECTION-RELATED PRODUCTS

29. Dollar Thrifty shall not require any customer who rents a Dollar Thrifty vehicle to purchase any of its Damage Waiver and Protection-Related Products as a condition of renting a vehicle from Dollar Thrifty.

30. Dollar Thrifty shall not represent to customers who rent a Dollar Thrifty vehicle that Florida law or the laws of the United States require customers to purchase Dollar Thrifty's Damage Waiver and Protection-Related Products as a condition of renting a vehicle with Dollar Thrifty unless that is a true statement, *i.e.*, unless such purchase is required by federal, state, or local law.

31. Dollar Thrifty shall not charge a customer for Damage Waiver and Protection-Related Products without obtaining the customer's Express Consent to be charged for the products.

32. Dollar Thrifty states that its company policy is, and shall remain, that Damage Waiver and Protection-Related Products are optional products for customers to freely choose or decline, and that no customer is required, as a condition of completing a Dollar Thrifty car rental, to purchase any of those optional products. Under the terms of this SETTLEMENT AGREEMENT, Dollar Thrifty agrees to continue these practices.

III. VEHICLE UPGRADES

33. Dollar Thrifty shall Clearly and Conspicuously disclose to customers (a) the fact that a vehicle upgrade typically is accompanied by an additional daily charge, and (b) the amount of the additional daily charge for the upgrade. Dollar Thrifty shall not charge an upgrade fee without the customer's Express Consent on the written rental agreement.

34. If the car class a customer has reserved is not available when the customer arrives at the rental counter, Dollar Thrifty shall provide the customer with a rental vehicle of the same or higher car class at no additional charge. If only a lower car class is available, Dollar Thrifty shall reduce the customer's rental fees accordingly.

35. Dollar Thrifty agrees to continue training its counter service representatives to correctly identify the price of a customer's upgraded vehicle selection and to obtain the customer's Express Consent on the written rental agreement. Dollar Thrifty will not take any steps that would encourage counter service representatives to be unclear with customers about the price of vehicle upgrade offers.

IV. COMPLIANCE MONITORING

36. The Attorney General will provide Dollar Thrifty with complaints it receives in the future from Dollar Thrifty customers who rented cars in Florida regarding the subject matters addressed in this SETTLEMENT AGREEMENT. Dollar Thrifty shall identify an individual to serve as a liaison with the Attorney General to receive and to coordinate the company's response to any such complaints forwarded by the Attorney General. Dollar Thrifty agrees to review each such complaint and provide the customer a refund where appropriate. In addition, Dollar Thrifty agrees to respond within 30 days to all such complaints forwarded by the

Attorney General and, for a three-year period following the Effective Date of this SETTLEMENT AGREEMENT, to provide the Attorney General with a copy of its responses.

V. MONETARY RELIEF

37. For a period of 180 days following the Effective Date of this SETTLEMENT AGREEMENT, customers who rented cars in Florida and who paid Dollar Thrifty Toll Related Fees or for the PlatePass service between January 1, 2011 and the Effective Date of this SETTLEMENT AGREEMENT may submit to the Attorney General a verified claim form (subject to penalty of perjury) – and, in turn, the Attorney General will provide those verified claim forms to Dollar Thrifty -- for consideration of a refund subject to the following criteria (all as set forth on the agreed claim form, an exemplary copy of which is attached as Ex. A to this SETTLEMENT AGREEMENT):

38. With respect to customers who paid Dollar Thrifty Toll Related Fees:

Category 1: If a customer who paid Dollar Thrifty Toll Related Fees declares under penalty of perjury (as set forth on the attached claim form) that he/she paid the toll authority directly for the toll or tolls incurred (*e.g.*, with cash, through a personal transponder, or by other direct means) or that some other form of billing error led to mistaken imposition of Dollar Thrifty Toll Related Fees (*e.g.*, the

customer did not incur the toll, the customer was not in the geographic area of the tolling site at the time the toll was incurred, the customer did not possess the rental car at the time the toll was incurred, etc.), and Dollar Thrifty's records do not indicate otherwise, then the customer shall receive a full refund of the Dollar Thrifty Toll Related Fees he or she paid.

Category 2: If a customer who paid Dollar Thrifty Toll Related Fees declares under penalty of perjury (as set forth on the attached claim form) that a Dollar Thrifty counter service representative misled or lied to the customer about the price, terms, or existence of Dollar Thrifty Toll Related Fees, and Dollar Thrifty's records do not indicate otherwise, then the customer is entitled to a refund of Dollar Thrifty Toll Related Fees, up to a full refund of all such fees.

Category 3: If a customer who paid Dollar Thrifty Toll Related Fees declares under penalty of perjury (as set forth on the attached claim form) that he or she did not know that there was a separate toll-related administrative fee for each toll incurred, or did not know the price of each toll-related administrative fee, then the customer may receive a refund of the amount he or she paid up to \$75.

39. With respect to customers who paid for PlatePass: If a customer who paid for PlatePass declares under penalty of perjury (as set forth on the attached claim form) (1) that a Dollar Thrifty counter service representative misled or lied to the customer about the price, terms, or use of PlatePass; (2) that the customer did not know that he or she would be charged for PlatePass for every day of the rental including days on which they did not incur a toll charge; or (3) that there was a billing error with respect to the PlatePass charge, and Dollar Thrifty's records do not indicate otherwise, then the customer is entitled to consideration of a refund of PlatePass charges, up to a full refund of all such charges, except that customers seeking a refund of PlatePass charges under (2) above are limited to receipt of the amount paid up to a \$75 refund only.

40. A customer's entitlement to a refund or adjustment of Dollar Thrifty Toll Related Fees and/or PlatePass charges is limited to a customer's first rental transaction in which he or she was assessed such fees or charges, and also is subject to and limited by any prior adjustment or credit that the customer may have previously received. In no circumstances may a customer recover amounts he or she already received through a prior adjustment or credit, and no customer is entitled to receive a refund in an amount greater than the amount the customer paid Dollar Thrifty. For avoidance of doubt, it is agreed that any refund a customer has previously received from Dollar Thrifty on the claim for which the customer is

seeking a refund pursuant to this SETTLEMENT AGREEMENT (or is being considered for a refund) shall be offset by any amount previously refunded by Dollar Thrifty.

41. Dollar Thrifty shall make a determination in the first instance regarding the dollar amount of the refund due to each customer claimant, if any, based on the details provided on the customer's claim form, and any Dollar Thrifty (or related vendor) records relating to the customer's transaction that may provide additional relevant information. Customers must provide on the claim form either the Dollar Thrifty rental agreement number or the city, state, and dates where the rental occurred. The full claim and eligibility requirements are set forth on the agreed claim form. See Ex. A. For rentals occurring prior to November 1, 2013, customers are limited to receipt of the amount paid up to a \$50 refund only unless those customers attach to the claim form documents evidencing payment of Dollar Thrifty Toll Related Fees and/or PlatePass charges in a different amount, in which case Dollar Thrifty shall make a determination regarding the amount of the refund due up to a full refund if warranted.

42. The Attorney General shall provide to Dollar Thrifty the customer-submitted verified claim forms on a rolling basis throughout the 180-day claim period to promote efficient review of customer claims and shall complete production to Dollar Thrifty of all submitted verified claim forms to Dollar Thrifty within ten

business day after the last day of the 180-day claim period. Within thirty (30) days after the end of the 180-day claim period, Dollar Thrifty shall provide to the Attorney General a spreadsheet containing the name, address, phone number, and email address of each customer who submitted a claim, the amount of refund requested by the customer, and Dollar Thrifty's determination in each case as to whether a refund is warranted and, if so, the amount of the refund. In each instance in which Dollar Thrifty determines that a customer should be given a refund of less than 100% of paid Dollar Thrifty Toll Related Fees or PlatePass charges, Dollar Thrifty will share with the Attorney General the records and reasoning supporting its determination. Should the Attorney General disagree with any of Dollar Thrifty's determinations, Dollar Thrifty and the Attorney General shall then work together in good faith to determine and agree upon the appropriate refund of Dollar Thrifty Toll Related Fees and/or PlatePass charges due to the customer. Dollar Thrifty and the Attorney General agree to complete this joint-review process within sixty (60) days after the end of the 180-day claim period.

43. Based on the outcome of its internal determinations regarding customer claims and the joint-review process described above, DTAG will make refunds to customers within 75 days after the end of the 180-day claim period.

44. Further, Dollar Thrifty agrees to provide refunds of paid Dollar Thrifty Toll Related Fees and/or PlatePass charges to each customer who submitted a

complaint to the Florida Attorney General, the Better Business Bureau, the Federal Trade Commission, or the Florida Department of Agriculture and Consumer Affairs between January 1, 2011 and the Effective Date of this SETTLEMENT AGREEMENT regarding Dollar Thrifty Toll Related Fees and/or PlatePass charges. It is agreed that any refund of Toll Related Fees and/or PlatePass charges a customer is due under this Paragraph shall be offset by any amount previously refunded to the customer by Dollar Thrifty. The parties agree that the universe of prior customer complaints potentially relevant to this paragraph comprises the complaints that the Attorney General provided to Dollar Thrifty on September 26, 2017 and any additional qualified customer complaints received by the Attorney General's office between September 26, 2017 and the Effective Date.

45. Dollar Thrifty's obligation to provide refunds to customers under this SETTLEMENT AGREEMENT is capped at \$500,000. In the event the total amount of eligible refunds requested during the time period called for under this SETTLEMENT AGREEMENT exceeds \$500,000, Dollar Thrifty shall pay the eligible requests on a pro rata basis.

46. Dollar Thrifty and the Attorney General acknowledge that the statute of limitations for claims and refunds under Section 501.207, Florida Statutes is four years. However, as a showing of good faith and in the interest of advancing compromise and resolution of the Attorney General's Investigation and Lawsuit,

Dollar Thrifty has agreed to review and provide refunds to eligible customers – pursuant to the procedures and criteria set forth above and in the agreed claim form (Ex. A) -- going back to January 1, 2011.

VI. PAYMENT TO THE ATTORNEY GENERAL

47. Dollar Thrifty shall pay the sum of \$330,000 by check made out to the Legal Affairs Revolving Trust Account. Such payment shall be sent to Laura Boeckman, Consumer Protection Division, Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida, 32399-1050 within thirty (30) days after the Effective Date of this SETTLEMENT AGREEMENT.

VII. DISMISSAL OF LAWSUIT AND CLOSURE OF INVESTIGATION

48. Within five days after the Effective Date of this SETTLEMENT AGREEMENT, the Attorney General will file the Joint Stipulation for Dismissal of Action with Prejudice and Proposed Order Dismissing Action with Prejudice attached hereto as Exhibit B. The Court shall retain jurisdiction solely for the purpose of enforcing this SETTLEMENT AGREEMENT. A copy of this SETTLEMENT AGREEMENT will be submitted to the Court in connection with said Joint Stipulation. Dollar Thrifty shall provide any assistance or cooperation as may be reasonably requested in connection with said Joint Stipulation.

VIII. MISCELLANEOUS PROVISIONS

49. The parties agree that nothing in this SETTLEMENT AGREEMENT shall be construed to prohibit Dollar Thrifty from modifying, eliminating, or changing its current business practices (including the practices described herein) to make them consistent with technological advances, to meet business needs, to accommodate a changed mix of offered products and services, or to maintain its competitive position in the marketplace, as long as any changes are not designed for the purpose of evading the requirements of this SETTLEMENT AGREEMENT.

50. This SETTLEMENT AGREEMENT satisfies any and all claims, demands, rights, and causes of action the Attorney General may have against Dollar Thrifty related to the Matters Investigated in this SETTLEMENT AGREEMENT up to and including the Effective Date of this SETTLEMENT AGREEMENT.

51. This SETTLEMENT AGREEMENT is entered into without prejudice to Dollar Thrifty's position(s) in any pending or future litigation, and both the fact of Dollar Thrifty's agreement to this SETTLEMENT AGREEMENT, and the SETTLEMENT AGREEMENT itself, shall not be deemed admissible as evidence in any pending or future litigation.

52. If either the Attorney General or Dollar Thrifty believes that modification of this SETTLEMENT AGREEMENT would be in its best interest,

that party shall give notice to the other party and the parties shall thereafter attempt in good faith to agree on a modification.

53. To the extent not already in place, Dollar Thrifty shall be afforded a commercially reasonable time period (and in no case less than 120 days from the Effective Date of this SETTLEMENT AGREEMENT) to implement the various disclosure and training requirements of this SETTLEMENT AGREEMENT.

54. Dollar Thrifty shall make the terms and conditions of this SETTLEMENT AGREEMENT known to its appropriate, senior-level managers responsible for operations of Dollar Thrifty locations in the State of Florida within thirty (30) days after the Effective Date of this SETTLEMENT AGREEMENT. Those managers shall ensure that the relevant customer-facing Dollar Thrifty employees in Florida are informed of the terms and conditions of this SETTLEMENT AGREEMENT.

55. The Attorney General and Dollar Thrifty have negotiated the terms of this SETTLEMENT AGREEMENT in good faith and have entered into this SETTLEMENT AGREEMENT to bring this matter to an agreed resolution. This SETTLEMENT AGREEMENT constitutes the full and final resolution and termination of the Investigation and Lawsuit between the Attorney General and Dollar Thrifty relating to the Matters Investigated.

56. Neither the fact of, nor any provision contained in, this SETTLEMENT AGREEMENT nor any action taken hereunder shall constitute, or be construed as, an admission by Dollar Thrifty of any fact or any violation of any federal or state law, rule, or regulation, nor does this SETTLEMENT AGREEMENT constitute evidence of any liability, fault, or wrongdoing.

57. This SETTLEMENT AGREEMENT shall act as a bar to further actions by the Attorney General against Dollar Thrifty based on the Matters Investigated only, through the Effective Date of this SETTLEMENT AGREEMENT. Actions to enforce this SETTLEMENT AGREEMENT are not barred.

58. It is further agreed that the parties jointly participated in the negotiation of the terms of this SETTLEMENT AGREEMENT. No provision of this SETTLEMENT AGREEMENT shall be construed for or against any party on the grounds that one party had more control over establishing the terms of this SETTLEMENT AGREEMENT than the other.

59. To the extent that the provisions of this SETTLEMENT AGREEMENT conflict with any local, state, or federal law, either presently existing or later enacted or amended, such law and not this SETTLEMENT AGREEMENT shall apply where such conflict exists. For purposes of this SETTLEMENT AGREEMENT, a conflict exists if conduct prohibited by this SETTLEMENT AGREEMENT is required or


expressly permitted by such local, state, or federal law, or if conduct required by this SETTLEMENT AGREEMENT is prohibited by such local, state, or federal law.

ACCEPTANCE BY DOLLAR THRIFTY AUTOMOTIVE GROUP

Agreed to and signed this 7th day of January, 2019, by the below-stated

person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as the Vice President and General Counsel of Dollar Thrifty Automotive Group, Inc., and that by my signature I am binding Dollar Thrifty Automotive Group, Inc. to the terms and conditions of this Settlement Agreement.

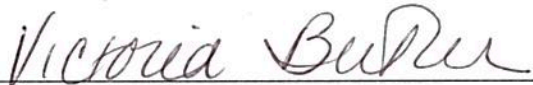
By: 
Richard Frecker
Vice President and General Counsel
DOLLAR THRIFTY AUTOMOTIVE GROUP, INC.

ACCEPTANCE BY ATTORNEY GENERAL'S OFFICE

Accepted this 7th day of JANUARY, 2019.



Patricia A. Conners
Deputy Attorney General
Office of the Attorney General
The Capitol PL-01
Tallahassee, Florida 32399



Victoria Butler
Director, Consumer Protection Division
Office of the Attorney General, State of Florida
107 W. Gaines Street
Tallahassee, FL 32399-6569



Laura Boeckman
North Florida Bureau Chief, Consumer Protection Division
Office of the Attorney General, State of Florida
1300 Riverplace Blvd., Suite 405
Jacksonville, FL 32207

EXHIBIT A

OFFICE OF THE ATTORNEY GENERAL
STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
v.
DOLLAR THRIFTY AUTOMOTIVE GROUP

16-2018-CV-5938

CLAIM FORM/RELEASE

NAME _____
(name of the person on the rental agreement)

ADDRESS _____

CITY _____ **STATE/ZIP CODE** _____

EMAIL _____ **TELEPHONE** _____

Please provide the following information regarding your Dollar or Thrifty rental commencing in the State of Florida between January 1, 2011 and January 7, 2019 in which you were charged and paid for either the Pass24 or PlatePass All-Inclusive ("PlatePass") service or for Toll-Related Fees in connection with incurring an electronic toll(s) during your Dollar or Thrifty rental.

RENTAL DETAILS:

You must accurately provide information responsive to points 1 or 2 below:

1. DOLLAR OR THRIFTY RENTAL AGREEMENT # _____

or

2. CITY AND STATE WHERE VEHICLE WAS PICKED UP _____;
and DATE ON WHICH RENTAL BEGAN _____

In addition, for rentals beginning before November 1, 2013: Attach documentation showing proof of PlatePass charges or payment of Toll-Related Fees to be eligible for a refund (i.e., a copy of the rental agreement showing a PlatePass charge; an invoice or receipt showing Toll-Related Fee assessment or payment; a credit card statement showing payment, or other documents that reflect your payment of PlatePass charges or Toll-Related Fees in connection with the rental). If you do not have such documentation for your pre-November 1, 2013 rental, you may still submit a claim for consideration of a refund.

EXPLANATION FOR BASIS OF CLAIM:

In the space below, you must state and identify, under penalty of perjury, what Dollar Thrifty mistake or conduct you believe entitles you to reimbursement for payment of PlatePass charges or Toll-Related Fee(s) related to electronic toll(s) incurred during your rental:

I understand that my claim may be paid in full or in part, or it may be declined, depending on the details of my claim and the circumstances of my rental and payment, all pursuant to the eligibility terms set forth in the agreement between the Florida Attorney General and Dollar Thrifty Automotive Group, LLC. If I receive a refund, I hereby release all claims that I may have against Dollar Thrifty Automotive Group, LLC and its affiliates, assigns, officers, directors, and employees that relate to the refunded PlatePass charges and/or Toll-Related Fees.

By placing my name below and submitting this claim, I agree to the release terms set forth above, and I affirm that the representations made herein are true and provide my signature pursuant to the provisions of Florida Statute Section 837.06.*

(Name of Claimant)

THE CLAIM FORM/DECLARATION MUST BE SUBMITTED BY July 6, 2019. This Claim Form is used to submit your claim. A determination of eligibility will then be made.

* Your claim is submitted pursuant to an agreement between the Florida Attorney General and Dollar Thrifty Automotive Group, LLC. As such, your claim contains representations subject to Florida Statute Section 837.06: “False official statements. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.”

EXHIBIT B

**IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT,
IN AND FOR DUVAL COUNTY, FLORIDA**

OFFICE OF THE ATTORNEY GENERAL,
STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS,

Plaintiff,

v.

DOLLAR THRIFTY AUTOMOTIVE GROUP,
INC., a foreign corporation,

Defendant.

Case No.: 16-2018-CV-005938

JOINT STIPULATION FOR DISMISSAL OF ACTION WITH PREJUDICE

Pursuant to Florida Rule of Civil Procedure 1.420(a), Plaintiff Office of the Attorney General, State of Florida, Department of Legal Affairs, and Defendant Dollar Thrifty Automotive Group, Inc., by and through their respective undersigned counsel, hereby stipulate and agree that all of Plaintiff's claims against Defendant in the above-captioned action are dismissed with prejudice. Plaintiff and Defendant further stipulate and agree that the Court shall retain jurisdiction solely for the purpose of enforcing the Settlement Agreement between the parties effective January 7, 2019, which is attached hereto as Exhibit A.

Dated: January ____, 2019

Respectfully submitted,

For the Plaintiff

PAM BONDI
ATTORNEY GENERAL

Laura Boeckman
Assistant Attorney General
North Florida Bureau Chief

Consumer Protection Division
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS
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For the Defendant

One of Its Attorneys

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**IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT,
IN AND FOR DUVAL COUNTY, FLORIDA**

OFFICE OF THE ATTORNEY GENERAL,
STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS,

Plaintiff,

v.

DOLLAR THRIFTY AUTOMOTIVE GROUP,
INC., a foreign corporation,

Defendant.

Case No.: 16-2018-CV-005938

ORDER DISMISSING ACTION WITH PREJUDICE

This matter came before the Court upon the Joint Stipulation for Dismissal of Action with Prejudice filed by Plaintiff Office of the Attorney General, State of Florida, Department of Legal Affairs and Defendant Dollar Thrifty Automotive Group, Inc. The Court, having considered the Joint Stipulation, and being otherwise fully informed and advised in the premises, it is hereupon ORDERED and ADJUDGED:

1. The Joint Stipulation is hereby GRANTED.
2. All claims against Defendant are hereby DISMISSED WITH PREJUDICE.
3. The Court shall retain jurisdiction solely for the purpose of enforcing the Settlement Agreement between Plaintiff and Defendant effective January 7, 2019.

So ordered this ____ day of _____, 2019.

Circuit Judge Eric C. Roberson

Copies: All Counsel of Record