

the (TABLE NUMBER)  
At ~~action~~ S. Part — of the  
New York State Supreme Court *held*  
in and for the county of New  
York at the courthouse at 60  
Centre Street, New York, New  
York on the 5<sup>th</sup> day of *August*,  
1988.

95-20

P R E S E N T

EDITH MILLER

Hon.

J.S.C.

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ROBERT ABRAMS, Attorney General,  
State of New York,

TOM MILLER, Attorney General,  
State of Iowa, ✓

ROBERT T. STEPHAN, Attorney General,  
State of Kansas, ✓

JAMES SHANNON, Attorney General,  
Commonwealth of Massachusetts, ✓

WILLIAM L. WEBSTER, Attorney General,  
State of Missouri, and ✓

JIM MATTOX, Attorney General,  
State of Texas,

FINAL CONSENT  
JUDGMENT

Index No.

744 8/1/88

Plaintiffs

- against -

THE HERTZ CORPORATION, ✓

Defendant.

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FILED  
AUG 5 1988  
COUNTY CLERK'S OFFICE  
NEW YORK

The above captioned action, instituted against The  
Hertz Corporation ("Hertz") by the Attorneys General of New  
York, Iowa, Kansas, Massachusetts, Missouri and Texas ("the  
Attorneys General"), alleges violations of the consumer  
protection statutes of their respective states with respect  
to Hertz's practice, during the period between June 1, 1985

and May 31, 1986, of asserting and collecting claims for physical damage to its vehicles in excess of its actual costs of repair, with disclosure on claims documentation that claims were being asserted at " prevailing retail prices."

Hertz maintains that, in light of disclosures made in all claim documents that the claims were being asserted at "prevailing retail prices", it did not violate any law but agrees to resolve the claims of the Attorneys General, in accordance with the terms set forth in this Judgment, to avoid the expense, inconvenience, distraction and delay of further litigation.

NOW, upon reading and filing of the Summons and Complaint dated July 21, 1988 and the Stipulation and Consent dated July 21, 1988, executed by the Attorneys General and Hertz through their respective attorneys of record in which they consent to the entry of this Judgment,

NOW, on motion of ROBERT ABRAMS, Attorney General of the State of New York, (Assistant Attorneys General John W. Corwin, Stephen Mindell and Herbert Israel, of counsel) on behalf of all the plaintiffs, it is hereby

ORDERED, ADJUDGED and DECREED as follows:

1. This Court makes no finding of fact or ruling of law that Hertz, or any of its officers, directors or employees, has violated any law, and the entry of this Judgment shall not be interpreted or construed as an admission by Hertz, or any of its officers, directors or employees, of liability for violation of any law.

2. The prospective application of this Judgment to any state is subject to modification by application to the appropriate Court in the event that the legislature of the state enacts a law permitting, or the highest court of the state pronounces as legal, the practice in which Hertz engaged from June 1, 1985 through May 31, 1986, as described above in the first paragraph of this Judgment.

3. This Judgment shall apply in and to the six states represented by the named plaintiffs, and in and to any other state that agrees to the terms and conditions of this Judgment.

4. Hertz is hereby enjoined from asserting or collecting any claim for physical damage to its vehicles for more than the estimated actual cost of repair including all anticipated discounts or price reductions.

5. Hertz is hereby directed to refund to all individuals, government entities, insurers, corporations and other legal entities against whom Hertz asserted claims for physical damage to its vehicles during the period between June 1, 1985, and May 31, 1986, any excess of the amount Hertz recovered for a repair to its vehicle over its actual cost of repair, exclusive of any administrative fee as alleged in the complaint. Hertz and any insurer, corporation or other legal entity may, however, enter into a negotiated settlement as to any refunds that would otherwise be payable pursuant to this paragraph in full satisfaction of Hertz's obligations hereunder.

6. In addition to the refund due under paragraph 5 above, Hertz is further directed to refund to individuals and government entities from whom Hertz collected an administrative fee during the period between June 1, 1985 and May 31, 1986, the lesser of (a) \$90, or (b) the amount Hertz recovered in connection with the claim in excess of Hertz's actual cost of repair.

7. Hertz is directed to exercise due diligence to determine, as expeditiously as possible but no later than July 31, 1989, subject to an application by Hertz to the Court for an extension of such time if necessary, the amount to be refunded, under the terms of this Judgment, with regard to each claim.

8. Hertz shall permit a representative(s) of the Attorneys General to inspect Hertz's files to verify the amounts to be refunded and the identities of the recipients of the refunds to be made under the terms of this Judgment.

9. Hertz shall send to each person or entity entitled to a refund under the terms of this Judgment, at the last known address indicated on Hertz's records, a letter, approved by the Attorneys General as to its form and content, advising the recipient of this settlement, the amount of the refund and the procedure to follow to obtain or decline the refund. Each recipient shall have no less than 45 days in which to accept or decline the refund offer. Hertz shall issue all refunds within 30 days following acceptance of the refund offer and execution of a release to

Hertz. In the event Hertz cannot locate a person or entity entitled to a refund, such money shall be transferred to the Attorney General of the state indicated in the last known address contained in Hertz's records, to be held in accordance with the laws of that state.

10. Except for the release referred to in paragraph 9, nothing herein contained shall be construed to deprive any person or entity of any private right under the law.

11. Hertz is directed to file periodic reports with the Attorneys General indicating the extent of compliance with the refund provisions of this Judgment. Such reports shall be filed on Dec. 1, 1988, March 1, 1989, June 1, 1989 and Oct. 1, 1989, subject to an application by Hertz to the Court for an extension of such time if necessary, and indicate the progress to date, including: (a) the names and addresses, by state, of each person or entity identified as eligible for a refund; (b) the amount of such refund; (c) whether such refund was issued; (d) the names and addresses, by state, of those persons or entities who could not be located; (e) the amount refunded under paragraph 3; (f) the amount refunded under paragraph 4; (g) the amount turned over to each state on behalf of those persons or entities that could not be located.

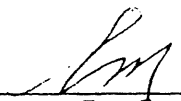
12. This Court retains jurisdiction over this action and all parties thereto for the purpose of enabling any of the parties to apply to the Court for such further

orders or directions as may be necessary or appropriate for purposes of enforcement and compliance with this Judgment, provided however, that an Attorney General of any state may sue in his state for a violation of this Judgment affecting the citizens of his state.

13. Hertz is directed to pay, to each of the six Attorneys General named as plaintiffs herein, within 30 days of the entry of this Judgment, \$15,000 as costs or, if permitted under the laws of the respective states, to be applied to consumer education or litigation fund of those states.

14. This Judgment, the terms of which have been mutually agreed upon by the parties, adjudicates all claims against Hertz relating to its practices in connection with asserting and collecting claims for physical damage to its vehicles during the period prior to June 1, 1986 of which the Attorneys General have knowledge on the date of this Judgment, for any alleged violations of any applicable statutes, laws or regulations.

E N T E R

  
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J. S. C.

**FILED**  
AUG 5 1988  
COUNTY CLERK'S OFFICE  
NEW YORK

*Norman Goodman*  
*Clerk*

In the City of New York only:

— The City of New York is a party to this action.

— The Transit Authority (or MTA) is a party to this action.