

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

v.

Civil Action No.: 8:05-CV-475-T-23TBM

DOLLAR THRIFTY AUTOMOTIVE
GROUP, INC.

and

DTG OPERATIONS, INC., f/k/a
DOLLAR RENT A CAR SYSTEMS, INC.,
d/b/a DOLLAR RENT A CAR,

Defendants.

CONSENT DECREE

1. This Consent Decree (“Decree”) is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (“Commission” or “EEOC”), and Defendants, Dollar Thrifty Automotive Group and DTG Operations, Inc. (“Defendants”).¹ The Commission and Defendants are collectively referred to as the “Parties” throughout this Decree.

2. On March 11, 2005, EEOC initiated this action by filing its Complaint against Defendants. The EEOC’s Complaint alleged that Defendants violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e *et seq.* (“Title VII”) and Title I of the Civil Rights Act of 1991, by failing to hire Charging Party, Stephen Bowman (“Charging Party” or “Bowman”), as an International Tour Analyst because of his race, Black.

¹ The affirmative relief requested in Sections II through XI of this Consent Decree applies to Defendants’ Tampa, Florida and the International Tour Division Headquarters (the “Tampa Headquarters”).

3. Defendants filed an answer to EEOC's Complaint denying any allegations of unlawful conduct and asserting several affirmative defenses. Defendants do not admit liability by signing this Consent Decree.

4. In the interest of resolving this matter to avoid the cost of litigation, and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by the entry of this Decree. This Decree is final and binding on the Parties, their successors and assigns.

5. The Parties agree that this Decree resolves all claims against Defendants alleged in EEOC Charge Number 151-2003-02063 and the Complaint filed in this action. The Parties further agree that this Decree does not resolve any Charges of Discrimination that may be pending with the EEOC other than the Charge referred to in this paragraph.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Decree, and based on the pleadings filed by the Parties, it is ORDERED, ADJUDGED AND DECREED THAT:

I. JURISDICTION

6. This Court has jurisdiction over the subject matter of this action and over the Parties for the purposes of entering and enforcing this Decree.

7. No party shall contest jurisdiction of this federal court to enforce this Decree its terms or the right of the EEOC to seek enforcement of the decree in the event Defendants breach any of the terms of this Decree.

II. POLICY COMPLIANCE

8. Defendants have established a policy against discrimination and retaliation (the "Policy"), which is attached as Exhibit A. Defendants agree that all of its employees and managers at the Tampa Headquarters will be provided a complete copy of its policy within thirty

(30) calendar days after entry of this Consent Decree. Defendants further agree that all new employees will be given a copy of the Policy within their first week of their employment with Defendants.

9. The Policy shall be distributed to all of Defendants' employees and management staff at the Tampa Headquarters and shall be included in any relevant policy or employee manuals kept by Defendants' businesses. The Policy shall also be kept and maintained in a conspicuous and accessible place for all employees and printed in a font that is easily legible (at least 12 point font).

10. Defendants agree to conduct investigations and take corrective action as outlined in its policy attached as Exhibit A, with respect to any claims of race-based discrimination lodged by an employee at its Tampa Headquarters for the duration of this Decree.

11. Defendants agree that they will conduct investigations and take corrective action as outlined in its policy attached as Exhibit A, with respect to any retaliation complaints made by an employee at its Tampa Headquarters who complained of race-based discrimination; or with respect to any retaliation complaints made by any employees at its Tampa Headquarters who cooperated with the EEOC in the investigation and/or prosecution of this case, for the duration of this Decree.

III. TRAINING

12. Defendants will conduct two (2) hour annual training throughout the duration of this Decree for all of its managers, supervisory personnel, and lead agents at its Tampa Headquarters facility, with specific emphasis on race-based discrimination and the proper procedure to be followed if they become aware of racial discrimination in the workplace and/or if they receive a complaint of discrimination. Defendants will provide EEOC with at least two(2) weeks notice before they conduct the training session(s), with the date(s) and location(s) of the

training, and the identification of the training materials to be used at the training session. The name and job title of the employees who attended the training shall be provided to EEOC within one (1) week of the training session. The training will be conducted by Phelps Dunbar, LLP.

13. Defendants agree that the training described in paragraph 12 shall be conducted within ninety (90) calendar days of the entry of this Decree, and, should thereafter take place by December 31 annually for the duration of this Decree. Defendants further agree that the training described in paragraph 12 shall be given to all new, covered managers and supervisors, who did not attend the annual training, within sixty (60) calendar days of being placed in a management or supervisory position. Web-based training is acceptable for new managers and supervisory personnel.

IV. POSTING

14. Defendants shall post within seven (7) calendar days from the Court's execution of this Decree a laminated 11" x 14" sized copy of the Notice attached hereto as Exhibit B. The notice shall be posted at Defendants' Tampa Headquarters facility for the duration of this Decree in a conspicuous location accessible to all employees. (i.e. employee bulletin board or lunch room).

V. MONITORING

15. Defendants will retain all employment records relating in any way to any complaint, allegation, and investigation of race discrimination at the Tampa headquarters for the duration of this Decree and as required by federal law.

16. Throughout the duration of the Decree, Defendants will provide the EEOC with the name, home address, and home phone number of any person who alleges that he/she has been subjected to racial discrimination while working at the Tampa Headquarters during the preceding six (6) months. Defendants will also state their actions taken in response to each such allegation.

The first report shall be submitted by March 1, 2007. Defendants will provide upon request by the Commission any and all documentation associated with each such complaint.

17. Defendants will certify to the EEOC every six (6) months throughout the duration of this Decree that it is in compliance with all aspects of the Decree. The first such certification will be due no later than March 1, 2007 and thereafter by September 1 and March 1, annually.

VI. MONETARY RELIEF

18. Defendants shall pay a lump sum in the amount of \$65,000 to resolve this litigation. These monies shall be representative of compensatory and punitive damages. Defendants shall issue an I.R.S. form 1099 to Bowman substantiating same.

19. The payment shall issue within fifteen (15) calendar days from the Court's execution of this Decree payable to Stephen Bowman and Christopher Sierra P.A. Trust Account by certified mail to Christopher M. Sierra, P.A., 405 Central Avenue, Suite 100 St. Petersburg, Florida 33701. A copy of the payment shall be forwarded to the attention of Lauren G. Dreilinger, Trial Attorney, U.S. Equal Employment Opportunity Commission, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

20. If Defendants fail to tender the payment described in paragraphs 18 and 19 above, then Defendants shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 6621(b) until the same is paid, and bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendants.

VII. ENFORCEMENT OF DECREE

21. The Commission shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree. However, the EEOC shall not seek judicial enforcement unless it has first (1) given Defendants' General Counsel a written notice of its intent to seek judicial enforcement, delivered to 5330 East 31 Street, P.O. Box 35985, Tulsa,

OK 74153-0985, which notice shall specify the alleged breach for which judicial enforcement shall be sought and (2) provided the Defendants at least twenty (20) days to cure any alleged breach of any terms.

VIII. COSTS

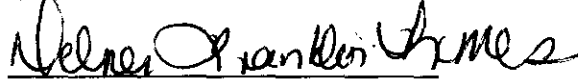
22. Each Party shall bear its own costs associated with this litigation.

IX. DURATION OF CONSENT DECREE

23. The duration of this Decree shall be three (3) years from the date of entry of the Decree.

For the EQUAL EMPLOYMENT OPPORTUNITY

COMMISSION:



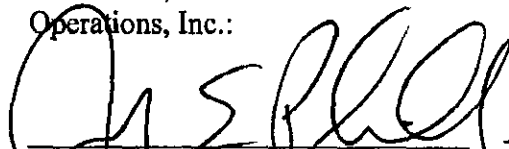
DELNER FRANKLIN-THOMAS

Regional Attorney
Pennsylvania Bar No. 54205
1 South Biscayne Blvd., Suite 2700
Miami, Florida 33131

Nora E. Curtin
Supervisory Trial Attorney
New York Bar No. 2357697

Lauren G. Dreilinger
Trial Attorney
New York Bar No. 75028890

For DTAG, Inc. and DTG
Operations, Inc.:



JOHN E. PHILLIPS
Phelps Dunbar LLP
Florida Bar No. 0135860
100 South Ashley Drive, Suite 1900
Tampa, Florida 33602

SO ORDERED, ADJUDGED AND DECREED, this ____ day of August, 2006.

Judge Steven D. Merryday
UNITED STATES DISTRICT JUDGE

NOTICE TO ALL DOLLAR THRIFTY AUTOMOTIVE GROUP, INC. AND DTG OPERATIONS, INC. EMPLOYEES

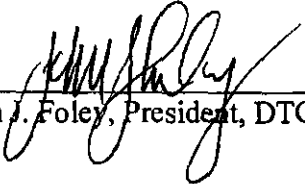
This Notice is being posted pursuant to a Consent Decree entered by the U.S. District Court in EEOC v. Dollar Thrifty Automotive Group, Inc. and DTG Operations, Inc., 8:05-cv-475-T-23TBM. Dollar Thrifty Automotive Group, Inc. ("DTAG") and DTG Operations, Inc. ("DTG") have adopted a policy that prohibits discrimination against employees based on race in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from employment discrimination because of their race, religion, color, national origin, and/or sex. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. DTAG and DTG will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, race-based discrimination and retaliation.

DTAG and DTG assure their employees that they support Title VII and will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with EEOC. Appropriate corrective action, up to and including termination, based upon the circumstances involved, shall be taken against any employee (including management personnel) found to have violated DTAG and DTG's policy prohibiting discrimination.

EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, and age. If you believe you have been discriminated against, you may contact EEOC at (305) 808-1740 or (800) 669-4000. EEOC charges no fees and has employees who speak languages other than English.

This Notice must remain posted for three (3) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice of compliance with its terms may be directed to: DTAG/DTG Settlement, c/o EEOC, 1 Biscayne Tower, 2 South Biscayne Blvd., Suite 2700, Miami, Florida 33131.

Signed this 1st day of August, 2006.



John J. Foley, President, DTG Operations, Inc.

Do Not Remove Before _____, 2009.

HUMAN RESOURCES

NUMBER: HUM20

CREATION DATE: 12-2004

REVISION DATE:

POLICY: DISCRIMINATION AND HARASSMENT-FREE WORKPLACE

POLICY STATEMENT:

It is the policy of Dollar Thrifty Automotive Group, Inc. and its subsidiaries (the "Company") to ensure equal employment opportunity for every employee without regard to race, color, sex, religion, national origin, ancestry, citizenship, age, marital status or changes in marital status, pregnancy, sexual orientation, mental or physical disability, status as a Vietnam-era or special disabled veteran, or any other group status protected by state or local law. The Company is firmly committed to this Policy ("Policy") of non-discrimination in all employment practices and to maintaining a workplace free of harassment. The Company strongly disapproves of and will not tolerate harassment of its employees and/or the improper interference with the ability of its employees to perform their expected job duties by anyone, including managers, supervisors, co-workers, vendors, customers or other non-employee contacts. All employees are responsible for respecting the rights of their co-workers and complying with this Policy.

DEFINITIONS AND EXAMPLES

"Harassment" - "Harassment" includes, but is not limited to, any unwelcome or offensive conduct, whether verbal, physical, visual or otherwise, related to an individual's race, color, sex, religion, national origin, ancestry, citizenship, age, marital status or changes in marital status, pregnancy, sexual orientation, mental or physical disability, status as a Vietnam-era or special disabled veteran, or any other group status protected by state or local law, that creates an intimidating, hostile or offensive work environment or interferes with an individual's work performance.

Examples of harassment expressly prohibited by this Policy include, but are not limited to, the following:

- Racial slurs.
- Ethnic jokes.
- Posting offensive statements, posters or cartoons.
- Sexual harassment, as defined below.

The Company reserves the right to deem any other conduct or behavior as inappropriate under this Policy.

"Sexual Harassment" - Harassment also includes "sexual harassment". Unwelcome sexual advances, requests or solicitations for sexual favors, unwelcome or offensive touching or physical contact, and other verbal, physical, visual or other behavior of a sexual nature, constitute "sexual harassment" when:

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- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
- Such conduct has the purpose of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment expressly prohibited by this Policy include, but are not limited to, the following:

- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair or brushing against another's body.
- Sexually suggestive touching.
- Grabbing, groping, kissing, pinching or fondling.
- Violating someone's personal space.
- Blocking a person's path.
- Whistling or cat calls.
- Lewd, off-color, sexually oriented comments or jokes.
- Foul or obscene language.
- Leering, staring, stalking or looking a person up and down (elevator eyes).
- Suggestive or sexually explicit posters, calendars, photographs, graffiti or cartoons.
- Unwanted or offensive letters or poems.
- Sitting or gesturing sexually.
- Offensive e-mail or voicemail messages.
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, or gossip, rumors or lies regarding one's sex life, body, sexual activities, deficiencies or prowess.
- Referring to someone as a "girl", "hunk", "dolt", "babe", "honey" or the like.
- Questions about one's sex life, experiences or preferences.
- Repeated requests for dates.
- Giving inappropriate or unwelcome personal gifts.
- Sexual favors in return for employment rewards or threats if sexual favors are not provided.
- Sexual assault, battery or rape.
- Any other conduct or behavior deemed inappropriate by the Company.

IMPORTANT NOTICE TO ALL EMPLOYEES

An employee who has experienced conduct s/he believes is contrary to this Policy have an obligation to take advantage of the following complaint procedures. An employee's failure to fulfill this obligation could affect her or his rights in pursuing legal action.

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COMPLAINT AND INVESTIGATION PROCEDURES

Reporting Harassment or Discrimination

1. **General** - Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the Company strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.
2. **Employees** –
 - Employees should not assume management is aware of alleged harassment or discrimination.
 - Any employee who believes s/he has been the victim of job-related harassment or believes s/he has experienced or been treated in an unlawful, discriminatory manner, should immediately report the matter to the employee's immediate supervisor, the next level of management or to the Human Resources Department.
 - An employee does not need to report any complaint first to the employee's supervisor, particularly if the supervisor is the offender, or follow any formal chain of command when reporting such complaints, but may bypass anyone in the employee's direct chain of command and file his or her complaint directly with the Human Resources Department at any time. If the people identified above are not available, or if the employee is uncomfortable reporting the complaint to these management employees, the employee should report the matter to any other appropriate member of management.
NOTE: California-based employees may also contact the California Department of Fair Employment & Housing at (800) 884-1684 to report job-related harassment and discrimination.
 - This Policy applies to all incidents of alleged harassment, including those occurring off-premises, or off-hours, where the alleged offender is a supervisor, co-worker or non-employee with whom the employee is involved, directly or indirectly, in a business or potential business relationship. Should the alleged harassment occur after normal business hours, a complaint should be filed as early as practicable on the first business day following the alleged incident.
 - The availability of this complaint procedure does not preclude or prevent an employee who believes s/he is being subjected to harassment from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.
3. **Managers** - Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment or discrimination must immediately advise the Vice President of Employee Relations in the Human Resources Department so that a prompt investigation and, if necessary, corrective action can be taken.

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Investigating Reports of Harassment, Discrimination or Retaliation

1. Any reported allegation of harassment, discrimination or retaliation will be investigated promptly and thoroughly by the Human Resources Department. The investigation may include individual interviews with the parties involved, and where necessary, with witnesses who may have observed the alleged conduct or individuals who may have relevant knowledge.
2. The Company expects any employee involved in any investigation of harassment, discrimination or retaliation to cooperate and assist the Human Resources Department in its investigation.
3. Upon the completion of the investigation, the employee who reported the conduct will be informed as to the investigation's results.

Confidentiality

Any report or complaint will be handled and maintained in a confidential manner throughout the investigation process to the extent consistent with adequate investigation and appropriate disciplinary action, if warranted. Each employee involved in an investigation should likewise treat the matter as confidential.

Disciplinary Action

If the Company determines that an employee has violated this Policy by discriminating or harassing another employee, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

Retaliation

The Company prohibits any form of retaliation against any employee for filing a good faith complaint under this Policy and for assisting in an investigation. Any employee who believes s/he has been retaliated against should immediately report the matter as discussed above in this Policy. However, if, after investigating any complaint of unlawful discrimination or harassment, the Company determines that the complaint is frivolous or was not made in good faith, or that an employee provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave false information.

Harassment by Non-Employees

This Policy also applies to the conduct of non-employee work contacts. In the event an employee is subject to unwelcome sexual conduct or any other such prohibited misconduct by a vendor, customer or other non-employee work contact, the employee should report the conduct as discussed above in this Policy.

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Consensual Manager-Subordinate Relationships

To further prevent issues of sexual harassment arising from manager-subordinate relationships, the Company has adopted a policy prohibiting a manager/supervisor from working closely with or within the same line of reporting, directly or indirectly, with a subordinate with whom the manager/supervisor is having a consensual intimate relationship. See Policy HUM19-Employment of Relatives, Domestic Partners and Significant Others; Manager-Subordinate Relationships.

DISTRIBUTION AND ACCEPTANCE OF POLICY

Distribution

This Policy will be: (1) distributed to all employees and new hires, (2) set forth in summary in the Employee Handbook, (3) posted on employee bulletin boards or other information distribution areas in all Company facilities, and (4) posted on the Company's Intranet site at <http://dtgonline> under "Corporate Policies and Procedures" for the Human Resources Department as Policy No. HUM20. All employees and new hires receiving a copy of this Policy will be required to read this Policy and sign and return either a signed Employee Acknowledgement: Discrimination and Harassment-Free Workplace Policy (Figure 1) or an Employee Acknowledgement of Multiple Workplace Policies, or if the employee is a supervisor/manager, a Supervisor/Manager Acknowledgement – Discrimination and Harassment-Free Workplace Policy (Figure 2).

Acceptance

Employees, by their decision to continue their employment with the Company following notice of the adoption, implementation and/or modification of this Policy, shall be deemed to have accepted its terms and conditions for the duration of their employment by the Company.

Interpretation

The Company reserves the right to interpret, modify or revise this Policy, in whole or in part, without notice. Nothing in this Policy is to be construed as an employment contract nor does it alter any employee's at-will status.

This policy was approved by the Final Review Group December 8, 2004.

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**FIGURE 1
EMPLOYEE ACKNOWLEDGEMENT: DISCRIMINATION AND HARASSMENT-FREE
WORKPLACE POLICY**



The undersigned employee of Dollar Thrifty Automotive Group, Inc. or its subsidiaries ("Company") acknowledges that s/he has received, read and understands the Discrimination and Harassment – Free Workplace Policy (Policy Number HUM20) of the Company ("Policy"). The undersigned employee further agrees to comply with and abide by this Policy and the procedures set forth therein. Further, the undersigned acknowledges that if s/he engages in any conduct that is prohibited by this Policy, appropriate disciplinary action will be taken against the undersigned, up to and including termination of employment.

Date: _____ By: _____
Signature of Employee

Printed Name: _____

SUPERVISOR INSTRUCTIONS: Forward this signed Employee Acknowledgement to the Human Resources Department in Tulsa, Oklahoma for filing in the employee's personnel file.

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**FIGURE 2
SUPERVISOR/MANAGER ACKNOWLEDGEMENT: DISCRIMINATION AND
HARASSMENT – FREE WORKPLACE POLICY**



The undersigned supervisor/manager of Dollar Thrifty Automotive Group, Inc. ("Company") acknowledges that s/he has received, read and understands the Discrimination and Harassment – Free Workplace Policy (Policy Number HUM20) of the Company ("Policy").

The undersigned employee further agrees to comply with and abide by this Policy and the procedures set forth therein. As a supervisor/manager, the undersigned further acknowledges that s/he is responsible to create an atmosphere free of discrimination and harassment, sexual or otherwise, and that should the undersigned "know or have reason to know" of conduct or behavior in violation of the Policy, including, but not limited to conduct or behavior:

- reported by the employee subject to the harassment;
- observed, even in the absence of a complaint;
- reported anonymously;
- reported by someone other than the alleged victim;
- reported by someone who wants no one to find out;
- reported by someone who wants no action taken;
- reported outside working hours and/or off the Company's premises;
- reported by an applicant, employee, temporary workers or non-employees;
- outside working hours and/or the Company's premises that creates an intimidating, hostile or offensive work environment or interferes with an individual's work performance;
- that does not involve any witnesses;
- the undersigned sees as trivial or insignificant;
- reported by someone the undersigned sees as a "chronic complainer"; or
- involves someone who intimidates and/or threatens the undersigned;

The undersigned must immediately advise the Human Resources Department so that a prompt investigation and, if necessary, corrective action can be taken.

The undersigned acknowledges that if s/he engages in any conduct that is prohibited by this Policy, including, but not limited to, ignoring or excusing behavior that should have been reported and investigated, or failing to immediately advise the Human Resources Department of such behavior or conduct, including allegations thereof, appropriate disciplinary action will be taken against the undersigned, up to and including termination of employment.

Date: _____ By: _____
Signature of Employee

Printed Name: _____

SUPERVISOR INSTRUCTIONS: Forward this signed Employee Acknowledgement to the Human Resources Department in Tulsa, Oklahoma for filing in the employee's personnel file.