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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY _____
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BY _____
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EQUAL EMPLOYMENT OPPORTUNITY §
COMMISSION, §
Plaintiff, §
v. §
ENTERPRISE RENT-A-CAR COMPANY OF §
TEXAS, §
Defendant. §
§

Civil Action No. A02CA134SS

CONSENT DECREE

A. The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, Enterprise Rent-A-Car Company of Texas ("Enterprise"). This lawsuit was initiated by the EEOC on February 27, 2002, under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §626(b) (the "ADEA").

B. The EEOC and Enterprise desire to settle this action, without the necessity of further litigation, pursuant to the terms delineated in this Consent Decree. Neither Enterprise's consent to the entry of this Consent Decree, nor any of the terms set forth herein, shall constitute or be construed as Enterprise's admission of any violation of or liability under the ADEA.

C. As used herein, records and/or documents shall mean and include all correspondence, computer records, memoranda, reports, notes, lists, letters, applications, resumes, advertisements and brochures that pertain to and are used by Enterprise to recruit, interview, screen, select, and/or hire individuals to fill Management Trainee positions in the Austin Metropolitan Area during the term of this Consent Decree. (See Exhibit "1" to this Consent Decree for a description of the "Austin Metropolitan Area").

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IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and the parties acknowledge that venue is proper.

2. This Consent Decree resolves all issues raised by the EEOC in the present lawsuit with regard to Enterprise's recruiting, screening, interviewing, rejecting, selecting and/or hiring individuals for Management Trainee positions between January 1, 1997, and the expiration date of this Consent Decree. Exhibit "2" is an agreed list of known age-protected individuals who (i) applied and were considered for a Management Trainee position between January 1, 1997 and December 31, 2002, and (ii) have responded to written notice regarding this Consent Decree, (iii) have confirmed their age-protected status at the time of their application for employment with Enterprise, and (iv) have confirmed their desire to participate in the settlement of this action.

3. Nothing contained in this Consent Decree will prohibit the EEOC from accepting and/or processing charges of age discrimination filed by or on behalf of persons, age 40 and older (hereinafter "age-protected individuals"), who apply and are not selected for a Management Trainee position at any of Enterprise's offices located in the Austin Metropolitan Area after entry of this Consent Decree, provided, however, that the EEOC shall not file any legal action regarding any charges of age discrimination against Enterprise relating to Enterprise's recruiting, screening, interviewing, selecting, rejecting and/or hiring individuals for Management Trainee positions in the Austin Metropolitan Area through the expiration of this Consent Decree except by the enforcement provisions of paragraph 14 this Consent Decree. Nothing contained in this paragraph shall prohibit the EEOC from applying to the Court for enforcement of any provision of this Consent Decree (in accordance with paragraph 14 below) which the EEOC believes has been violated by Enterprise.

4. The duration of this Consent Decree shall be four years from the date of entry by the Court. This Court shall retain jurisdiction of this action during the period of this Consent Decree and for one hundred thirty-five (135) days after Enterprise submits to the EEOC the final Audit Report required under Paragraph 13, provided, however, that if the EEOC timely files with the Court a petition for enforcement of this Consent Decree under paragraph 14 hereof which asserts that Enterprise has violated this Consent Decree in the fourth year hereof, then the Court shall retain jurisdiction of this action until such petition for enforcement is resolved by the parties or ruled upon by the Court.

5. During the term of this Consent Decree, Enterprise shall be enjoined at any of its offices in the Austin Metropolitan Area from engaging in age discrimination with regard to recruiting, interviewing, selecting, rejecting, and/or hiring individuals to fill Management Trainee positions in the Austin Metropolitan Area. This injunction shall not apply to any other personnel-related actions subsequent to hiring taken by Enterprise with respect to any employee of Enterprise.

6. Enterprise shall post the notice set forth in Exhibit "3" ("Notice") to this Consent Decree regarding its policies, practices, and intent to comply with the ADEA in the location where Enterprise customarily posts employee notices at each branch office and administrative office in the Austin Metropolitan Area. The Notice shall be posted within 10 business days of the entry of this Consent Decree, and shall remain posted for the duration of this Consent Decree.

7. During the term of this Consent Decree, Enterprise shall continue to maintain the following statement in its written "Employee Referral Program" policy:

Enterprise is committed to maintaining an employee referral program that does not discriminate on the basis of age or any other unlawful factor. Employees who make a referral must comply with Enterprise's EEO policy which expressly prohibits discrimination on the basis of age, race, color, creed/religion, sex, national origin,

disability or any other protected category. Enterprise encourages employees to make referrals on the basis of merit without regard to age or any other unlawful factor.

During the term of this Consent Decree, Enterprise shall continue its practice of notifying all newly hired employees of its Employee Referral Program by providing them with a copy of the Employee Referral Program policy with their new hire packet.

8. Within 90 days of the entry of this Consent Decree, labor and employment attorney(s) of Bracewell & Patterson, L.L.P. ("Enterprise's legal counsel") shall provide three (3) hours of Equal Employment Opportunity training to Enterprise's Human Resources and Recruiting Managers, Branch Managers, Area Managers, Group Rental Managers, and other management employees (hereinafter, collectively, the "Management Employees") who are directly involved in the recruiting, screening, interviewing, selecting, rejecting and/or hiring of individuals for Management Trainee positions in the Austin Metropolitan Area (hereinafter the "Training"). The Training will include information regarding the ADEA's prohibitions against discrimination on the basis of age and reaffirm Enterprise's commitment to non-discriminatory hiring for the Management Trainee position in the Austin Metropolitan Area. Enterprise's legal counsel will conduct similar Training during each year of this Consent Decree for the Management Employees of Defendant (i) hired, transferred or promoted during the preceding 12-months into positions directly responsible for the screening, interviewing, selecting, rejecting and/or hiring of individuals for Management Trainee positions in the Austin Metropolitan Area, and (ii) who have not received the Training during the term of this Consent Decree. Within 10 days after the initial and each annual Training program, Enterprise shall provide the EEOC with written confirmation that the Training has been completed and a copy of the Training syllabus and materials. Enterprise shall maintain a list of individuals, identified by name and title/position, who attended each Training program and the date of their attendance. The

attendance records will be available for inspection by the EEOC for 30 days after it receives confirmation of each Training program.

9. During the term of this Consent Decree, Enterprise shall provide the EEOC with written notice in the event that it revises its non-discriminatory selection criteria (“Criteria”) for offers of first in-person interviews for the Management Trainee position in the Austin Metropolitan Area within 10 days after implementation of any such revision by Enterprise.

10. During the term of this Consent Decree, Enterprise will retain electronic and/or paper copies of all applications received from individuals applying for the Management Trainee position in the Austin Metropolitan Area.

11. During the term of this Consent Decree, Enterprise will continue its practice of providing each applicant selected for an interview for the Management Trainee position in the Austin Metropolitan Area with a written summary of the job duties, compensation, benefits and hours expectations of the position during the first in-person interview with Enterprise.

12. During the term of this Consent Decree, Enterprise will continue its practice of confirming in writing the employment offer extended to each candidate selected to fill a Management Trainee position in the Austin Metropolitan Area.

13. (A) Within 60 days after each annual anniversary date of the entry of this Consent Decree, Enterprise shall conduct an annual audit of the previous 12-month period (“the Audit Period”) and submit a written report (the “Audit Report”) to the EEOC stating the total number of age-protected and non-age protected individuals who, during the Audit Period, (i) were interviewed for Management Trainee positions in the Austin Metropolitan Area; (ii) were hired for Management Trainee positions in the Austin Metropolitan Area; (iii) were offered Management Trainee positions

in the Austin Metropolitan Area but declined/rejected the employment offer; (iv) voluntarily withdrew from consideration for a Management Trainee position in the Austin Metropolitan Area and the reason(s) for the withdrawal, if known by Enterprise; and (v) were unresponsive to Enterprise's attempts to conduct in-person interviews for Management Trainee positions in the Austin Metropolitan Area. The Audit Report shall also state: (i) the percentages of Management Trainees hired in the Austin Metropolitan Area who are within and outside of the protected age group under the ADEA; and (ii) the total applicant flow experienced by Enterprise for the Management Trainee position in the Austin Metropolitan Area; and (iii) the percentages of such applicants who are within and outside of the protected age group, to the extent known by Enterprise. Each Audit Report shall also confirm whether the Notice has remained posted during the Audit Period.

(B) Enterprise will request voluntary disclosure of age/date of birth data from applicants for the Management Trainee in the Austin Metropolitan Area for the limited purpose of assembling data and submitting the Audit Report to the EEOC as provided herein. The parties agree that Enterprise's submission of incomplete age/date of birth data to the EEOC in any Audit Report, due to withholding of such data by any applicant for the Management Trainee position in the Austin Metropolitan Area, shall not constitute a violation of this Consent Decree.

(C) The EEOC shall have 45 days from receipt of each Audit Report in which to inspect the records and documents reviewed or relied upon by Enterprise in compiling the Audit Report. Any such request for inspection by the EEOC shall be directed in writing to Enterprise's legal counsel.

14. If the EEOC has a reasonable belief that Enterprise has violated any provision of this

Consent Decree during the term hereof, the parties shall follow the notification, resolution and enforcement procedures set forth below:

(A) If, after reviewing any annual Audit Report and Enterprise's records and documents regarding the recruiting, screening, interviewing, selecting, rejecting and/or hiring process for the Management Trainee position during the Audit Period, the EEOC believes that Enterprise has violated any provision(s) of this Consent Decree during the Audit Period, it shall notify Enterprise's legal counsel in writing of the alleged violation (the "Post-Audit Notification"). The Post-Audit Notification must be delivered to Enterprise's legal counsel within 90 days from the EEOC's receipt of the Audit Report. The Post-Audit Notification shall state the paragraph(s) and provision(s) of this Consent Decree alleged to be violated and a statement of the facts and circumstances relied upon as the basis for the EEOC's claim of violation. Enterprise will have 30 days from receipt of the Post-Audit Notification to respond to the EEOC in writing regarding the alleged violation. If the parties cannot reach agreement regarding the alleged violation, the EEOC may apply to the Court for enforcement of the provision(s) of this Consent Decree alleged to have been violated by Enterprise.

(B) If the EEOC believes that Enterprise has violated any provision(s) of this Consent Decree during the term hereof (apart from any Post-Audit Violation under paragraph 14(A) above), it shall notify Enterprise's legal counsel in writing of the alleged violation (the "Violation Notification"). The Violation Notification must be delivered to Enterprise's legal counsel within 90 days after the EEOC becomes aware (by the filing of charges, submission of any written materials or verbal complaints to the EEOC, or the EEOC's investigation) of a potential violation of this Consent Decree. The Violation Notification shall state the paragraph(s) and provision(s) of this

Consent Decree alleged to be violated and a statement of the facts and circumstances relied upon as the basis for the EEOC's claim of violation. Enterprise will have 30 days from receipt of the Violation Notification to respond to the EEOC in writing regarding the alleged violation. If the parties cannot reach agreement regarding the alleged violation, the EEOC may apply to the Court for enforcement of the provision(s) of this Consent Decree alleged to have been violated by Enterprise and appropriate relief pursuant to the ADEA.

15. Enterprise shall pay the amount of money stated for each individual identified on Exhibit "2" who signs a waiver of their individual rights under the ADEA (the "Waiver") with regard to issues alleged in Civil Action No. A02CA134SS, a copy of which Waiver is attached hereto as Exhibit "4", for a total payment of \$160,000.00 (the "Funds"). Within 10 days after entry of this Consent Decree, Enterprise will mail a Waiver to each individual identified in Exhibit "2", who shall have 35 days after the entry of this Consent Decree to sign the Waiver and deliver it to Enterprise. Any individual who does not timely sign and return this Waiver to Enterprise shall be excluded from the class. Enterprise will provide the EEOC with copies of the signed Waivers. Enterprise will, within 60 days after the entry of this Consent Decree, mail payment to all individuals who timely signed and delivered the Waiver to Enterprise. A copy of each payment check shall be provided to the EEOC. Any returned checks shall be remailed by Enterprise within 125 days after entry of this Consent Decree to the forwarding address provided to Enterprise by the U.S. Postal Service.

If any amount of the Funds is not successfully delivered to class members, whether through failure to execute the Waiver, failure of check delivery, or the check not being cashed, within 160 days after the entry of this Consent Decree (hereinafter the "Residual Amount"), then Enterprise will immediately stop payment and void such undeliverable/uncashed checks. By or

before the 190th day after the entry of this Consent Decree, Enterprise will donate the Residual Amount to the United Way of Austin with a designation for senior's programs.

16. For each year during the term of this Consent Decree, Enterprise shall have an annual hiring goal of five (5) qualified age-protected persons to fill available Management Trainee positions in the Austin Metropolitan Area.

17. If Enterprise fails to meet any annual hiring goal described in paragraph 16 above, the EEOC shall review Enterprise's good faith compliance with its obligations under this Consent Decree in order to determine whether Enterprise has violated this Consent Decree. If Enterprise has acted in good faith in the hiring process for the Management Trainee position but, in spite of its good faith efforts, has not attained the hiring goal for that year, then Enterprise will be excused from such non-compliance and shall not be deemed in violation of paragraph 16 of this Consent Decree. If, however, the EEOC contends that Enterprise has violated paragraph 16 of this Consent Decree, the parties shall follow the procedure set out in paragraph 14 above for resolution of any dispute or enforcement of this Consent Decree.

18. Nothing in this Consent Decree is intended to confer upon any person or entity other than the EEOC the right to seek enforcement of this Consent Decree and/or of any of the terms contained herein.

19. All documents required to be forwarded to the parties or their counsel shall be mailed, delivered or faxed to counsel at the following addresses:

TO THE EEOC:
Robert B. Harwin
Regional Attorney
Equal Employment Opportunity Commission
San Antonio District Office
5410 Fredericksburg Road, Suite 200
San Antonio, Texas, 78229-3555
Telephone: (210) 281-7643
Telecopier: (210) 281-7669

TO ENTERPRISE LEGAL COUNSEL:
James H. Kizziar, Jr.
Bracewell & Patterson, L.L.P.
800 One Alamo Center
106 South St. Mary's St.
San Antonio, Texas 78205-3603
Telephone: (210) 226-1166
Telecopier: (210) 226-1133

19. The parties to this Consent Decree shall bear their own costs and attorney's fees incurred in this action as of the date of this Consent Decree.

SO ORDERED.

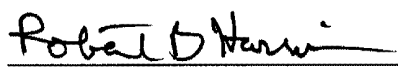
Signed this 7th day of April, 2003.




SAM SPARKS
United States District Judge

Respectfully submitted,

GWENDOLYN YOUNG REAMS
Associate General Counsel



ROBERT B. HARWIN
Regional Attorney
State Bar No. 076083
(District of Columbia)


JUDITH G. TAYLOR

Supervisory Trial Attorney
Texas State Bar No. 19708300

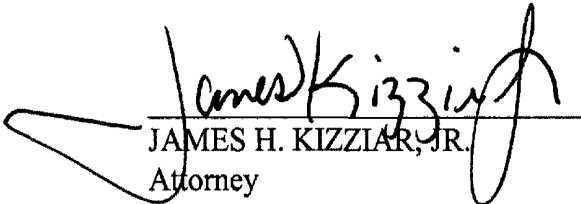

EDWARD JUAREZ

Trial Attorney
Texas State Bar No. 24014498


EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

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San Antonio, Texas 78229-3555
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ATTORNEYS FOR PLAINTIFF


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Attorney
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800 One Alamo Center
106 S. St. Mary's Street
San Antonio, Texas 78205-3603
Telephone: (210) 226-1166
Telecopier: (210) 226-1133

ATTORNEYS FOR DEFENDANT

EXHIBIT 1

The "Austin Metropolitan Area" includes the City of Austin and the County of Travis, and the towns of Roundrock, Georgetown, and Pflugerville.

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EXHIBIT 2

Shahab Ahmed	Billie Cadwallader	Arlen Ellis
Patricia Allen	Terry Canipe	Janet Erlandson
Matt Anderson	Sally Cassell	Pam Eulenfeld
Michael Anderson	Veronica Chalk	Richard Farrell
Theodore Andreas	Jehangir Chinoy	William Flinn, Jr.
Albert Apel	Stephen Cofer	Suzanne Galbraith
Diana Ayala	Frederick Coffey	David George, Jr
Peggy Bass	Larry Coleman	Glen Gerber
Linda Baxter	Jack W. Cook	Marvin Gershowitz
Scott Beaman, Jr.	Dianna Coolidge	David Gibson
Noel Beavers	Don Copeland	Richard Gilbert
Kimberly Beissert	Zane Dee Coquat	Willie Goode
Patti Bielss	Jesus Coronel	Willie Graham
Glen Brashear	Eric Shawn Courter	Joseph Clarence Green
Barbara Brewer	Carolyn Cross	Karen Green
Bruce Brint	John Cruz-Solano	Christopher Gropp
Tracy Britton	James Cummings	Jerry Grudzien
R. D. Brown	Richard Curlee	Lyle Hansen
Steven Bruce	Earle Dahill	Sheila Harlow
Jane Bunte	Leo Davis	Lee Harrold
Gregory Buntyn	John B. Davitt	Floyd Haught
Mary Burger	Teresa Delgado	John Harley Hawkins
Michael Burns	Wes DeVall	Fred Hay
Scott Burns	Joy Faye Dickey	Mark Head
Tommy Burns	Diane Dietiker	Len Henk
Robert Bynoe	Angel Dominguez	Yolanda Lee Hinkley
James Mark Byrom	Gilda Dominguez	Bobby Hodge
James Caddell	Thomas Driscoll	William Holland

Donna Hopper	Timothy Krone	Bob Miller
Greg Howard	Scott Kuckes	Mary Miner
Patricia Humburg	Gary Lamb	Thomas Moeller
Connie Hundley	Stephen Langdon	William Scott Moneyhon
Harmon Hunter	Wayne Leonard	Curtis Moore
William Hutchinson	James Liles	Pamela Moore
John Hyndman	Mary Louise Lindeberg	Bonnie Moran
Temple Innis	C. Dwayne Little	Rudy Moreno
Lary Irwin	Patricia Littleton	Elizabeth Moses
Alma Jackson	James Logue	Barbara Myers
Sherilyn Jackson	John Lowery	Wayne P. Neeley
Sarah Jamison	Mike Lundgren	Robert Neighbors
Peter Janson	Michelle Macdonald	Gregory Newman
Steven Jennings	Charles Machacek, Jr.	Diarmuid Nicholson
Patricia Jensen	Richard Maciok	Robert Padovano
Ellis Joffrion	Flor MacKenzie	Ronald Holmes Page
David B. Johnson	Idais Maher	Lester Paine
Ken Johnson	Rene Martell	Robert Parkhurst
Robert Johnson	Stanley Martin	Kevin Parkinson
Charles Jones	Elizabeth Matt	Anthony Plathe
George Kanelos	Betty Mayo	Evonne Pomeroy
Steve Keith	Mark McAlister	Elvie Pope
John Kellam, Jr.	Johnny McCarty	Gary C. Powell, Sr.
Joe Wilson Kendrick, Jr.	Bobby J. McFarland, Jr.	Robert Paul Ream
Eric Key	Cherry McIntosh	Art Residori
L. Ray Killough	Robert McKown	Nina Richards
Adolphus R. Kimbrough	Cherie McMahan	Sylvia Richards
Jo Rowe Kirby	Myrtle Orlena Mehrabian	Heidy Richter
Karen Koenreich	Jesus Mendez, Jr.	Randy Rochelle

Richard Rodriguez	Don Strieber
Peter Romanenko	Jerry Summerhill, Jr.
Leo Ross	Kathryn Svatek
Don L. Rutter	Wayne Swisher
John Ryan	Paul Tasse
Allen Sallee	Virginia Taylor
William Sammon	William Thurmond
Tommy Sansom	John Trainor
James Sauls	Lawrence Trevino
Leo Schaaf	Tony Truitt
Makita Schichtel	Rocky Tubbs
Luann Schiller-Van Lier	Ken Tuck
Barbara Self	Kenneth Vasseau
Cheryl Sellers	Michael Verzwyvelt
Richard Sepulvado	Karen Vigil
Forrest Shade	Eric Vincent
Howard Shapiro	Valerie Volk
Ronald Sheaffer	Barney Walther
Mohammad Hamid Siddiqui	William Waltz
Susan Sides	Margaret White
Elsie Simins	Dennis W. Whitehouse
T. Davis Simmons	Nancy Whitwell
Melody Slater	Cyril Lee Wilcox
Gary Smith	Robert L. Williams
Stephen Spees	Manley Wilson
Lexine Spillman	Pamela Wilson
Ron Stephenson	Teresa Witten
Marcus Sterling	Richard Wood
James D. Stockman	William Charles Yoakum

EXHIBIT 3

Enterprise Rent-A-Car Company of Texas is committed to hiring qualified applicants for employment without regard to their age, race, color, religion, sex, national origin, disability or any other protected category. Enterprise will not tolerate discrimination which violates state or federal laws or local ordinances, including failing to hire individuals on account of their age, race, color, creed/religion, sex, national origin, disability and/or any other protected category.

If any employee believes he or she has been discriminated against, the employee should immediately notify his/her supervisor or manager. If the complaint involves someone in the employee's direct line of supervision, the employee is encouraged to speak directly with the Human Resources Manager or the Vice President/General Manager. Employees may also contact the Equal Employment Opportunity Commission, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229 (210-281-7600 or 1-800-669-4000).

Enterprise will take appropriate corrective action, up to and including termination, based on the circumstances involved, against any employee who violates Enterprise's policies against discrimination.

EXHIBIT 4

COMPLETE AND FINAL RELEASE OF AGE DISCRIMINATION CLAIMS

1. In return for payment by Enterprise Rent-A-Car Company of Texas ("Enterprise") of \$ _____ (the "Funds"), I hereby release Enterprise and all of its officers, directors, agents and employees from any and all claims of age discrimination that I may have under the Age Discrimination in Employment Act of 1967, as amended, including the claims raised by the Equal Employment Opportunity Commission ("EEOC") in Civil Action No. A02CA134SS, pending in the United States District Court, for the Western District of Texas, Austin Division.
2. This Release shall apply to any and all acts and/or omissions of Enterprise occurring on or before the date that I sign this Release which arise from or relate to (i) my application for employment with Enterprise as a Management Trainee; (ii) my non-selection for the Management Trainee position, (iii) all of the allegations raised in the pleadings and papers on file in Civil Action No. A02CA134SS; and (iv) the claim that a class of persons was not selected by Enterprise for the Management Trainee position because of their age.
3. This Release does not apply to any events occurring after I sign this Release.
4. I understand that to receive the Funds, I must (i) sign this Release and (ii) deliver it to Enterprise, c/o Bracewell & Patterson, L.L.P., 111 Congress Avenue, Suite 2300, Austin, Texas 78701-4043 within 21 days from _____, 200___. If I do not sign this Release and deliver it to Bracewell & Patterson by 5:00 p.m. on _____, 200__, I shall be ineligible for the Funds and the offer set forth in this Release shall automatically become null and void.
5. I understand that I am responsible for the tax consequences, if any, resulting from my receipt

of the Funds. I understand that Enterprise encourages me to consult with my personal tax advisor.

6. Enterprise will mail the Funds to the address listed below after this Release has been signed by me and timely delivered to Bracewell & Patterson.

7. I acknowledge that I have been given the opportunity to review this Release and that I understand all of its terms and provisions.

8. Notice Regarding Attorney: I understand that I am entitled to consult with an attorney of my choice, at my expense, before signing this Release.

9. I acknowledge that I am signing this Release voluntarily and without coercion or duress by anyone associated with Enterprise.

10. I agree to maintain this Release in confidence and to not disclose it to any other person or organization except my spouse, attorney, tax advisor or as required by law. Prior to disclosing this Release to my spouse, attorney or tax advisor, I shall notify them of this confidentiality obligation and that they must also maintain this Release in confidence.

11. This Release will become effective, binding and enforceable when I have signed and delivered it to Bracewell & Patterson within 21 days of _____, 200__.

SIGNED in duplicate copies on this the ____ day of _____, 200__.

Signature: _____

Address: _____

Print Name: _____

Social Security Number ____ - ____ - _____

Telephone: _____

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