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6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
7 **IN AND FOR THE COUNTY OF MARICOPA**

8 STATE OF ARIZONA, *ex rel.* TERRY  
9 GODDARD, Attorney General,

10 Plaintiff,

11 vs.

12 PCR VENTURE OF PHOENIX, LLC dba  
13 PAYLESS CAR RENTAL

14 Defendant

Case No.: CV2009-016742

**CONSENT JUDGMENT**

(Assigned to the Honorable John A. Buttrick)

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16 The State of Arizona filed a complaint alleging violations of the Arizona Consumer  
17 Fraud Act, A.R.S. § 44-1521, *et seq.* The Defendant, PCR Venture of Phoenix, LLC dab  
18 Payless Car Rental (hereinafter "PCR") has been fully advised of its right to trial in this matter  
19 and has waived same and has admitted jurisdiction of this Court. Defendant PCR stipulates,  
solely for the purpose of settling this proceeding, that the Court may enter the following

1 and registered in the State of Arizona. The executive offices of PCR are located at 2350-N  
2 34th Street North, Suite 140 in St. Petersburg, Florida.

3 **DEFENDANT'S BUSINESS PRACTICES**

4 3. PCR maintains a rental car facility at Sky Harbor Airport in Phoenix, Arizona.

5 Customers interested in leasing a vehicle from PCR in Phoenix, Arizona can do so at this

[REDACTED]

1 fraud. In the instances, PCR submitted the altered invoices to its renters and/or their insurance  
2 companies in order to obtain payment for replacement of the windshield when, in fact, PCR did  
3 not replace the windshield. In the instances, PCR thus collected or attempted to collect monies

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1 service or otherwise, are prohibited from:

2           A. Engaging in any deception, deceptive act or practice, fraud, false pretense,  
3 false promise, misrepresentation or concealment, suppression or omission of any material fact  
4 with intent that others rely upon such concealment, suppression or omission;

5           B. Accepting or collecting any claim for physical damage to its vehicles from any

1 occurred during the period of time that the renter was in the possession of the vehicle. The

2 [REDACTED] restriction presented all in order

1           5.     In addition to the payment of restitution as provided above, PCR agrees to provide  
2     restitution to any consumer who (1) leased a vehicle from PCR, (2) paid monies to PCR for the  
3     replacement of a windshield that was damaged through no fault of said consumer and (3) files a  
4     complaint with the Arizona Attorney General's Office on or before June 30, 2009

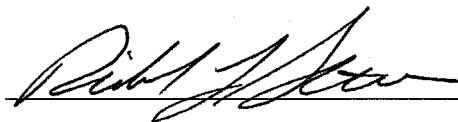
5     6.     This Company ~~will~~ collect amounts as a lien to any claim against PCR by any



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May 29, 2009  
Date

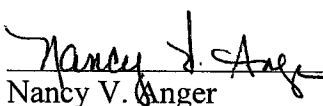
PCR Venture of Phoenix, LLC

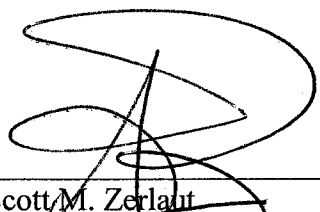
By: 

Position: MANAGER

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