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ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 11 2011

John A. Clarke, Executive Officer/Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 CONSUMER ADVOCACY GROUP, INC.,
12 in the public interest,

13 Plaintiff,

14 vs.

15 AVIS RENT A CAR SYSTEM, LLC, et al.,

16 Defendants.

Case No. BC 429131

Date: May 11, 2011

Time: 8:30 a.m.

Judge: Hon. Gregory Alarcon

Dept: 36

Judge: Hon. Gregory Alarcon

[PROPOSED] AMENDED CONSENT
JUDGMENT

Complaint Filed: December 31, 2009

17
18 **1. INTRODUCTION**

19 1.1 Plaintiff. Consumer Advocacy Group, Inc. ("Plaintiff" or "CAG"), on its own
20 behalf and as a representative of the People of the State of California, is a non-profit public
21 interest corporation.

22 1.2 Settling Defendants. Dollar Rent A Car, Inc., Dollar Thrifty Automotive
23 Group, Inc. and DTG Operations, Inc., erroneously sued herein as Thrifty Rent-A-Car
24 Systems, Inc. (collectively, "Defendants"), are affiliated automobile rental companies
25 doing business in California at various locations throughout the state.

26 1.3 Covered Activity. On December 31, 2009, Plaintiff filed a Complaint for
27 Penalties, Injunction and Restitution alleging that Defendants, in their automobile rental
28 operations in California during the relevant time frame, allowed persons to smoke

1 cigarettes and other tobacco products in their rental vehicles, thereby allegedly exposing
2 their respective employees and customers, including the passengers of the vehicles they
3 rented, to a workplace or other environment in which second-hand tobacco smoke and
4 environmental tobacco smoke is present and causing the persons to inhale ambient air at
5 the location or within the vehicles which air contained tobacco smoke and its constituent
6 chemicals without first providing Proposition 65-compliant warnings to such exposed
7 persons.

8 1.4 Proposition 65. The Safe Drinking Water and Toxic Enforcement Act
9 codified at Health and Safety Code sections 25249.5 et seq. ("Proposition 65") prohibits,
10 among other things, a company with ten or more employees from knowingly and
11 intentionally exposing an individual to chemicals known to the State of California to cause
12 cancer, birth defects, or other reproductive harm without first providing a clear and
13 reasonable warning to such individuals. Exposures can occur as a result of a consumer
14 product exposure, an occupational exposure, or an environmental exposure.

15 1.5 Proposition 65 Chemicals. The State of California has officially listed
16 various chemicals pursuant to Health and Safety Code section 25249.8 as chemicals
17 known to the State of California to cause cancer and/or reproductive toxicity, including
18 second-hand tobacco smoke, environmental tobacco smoke and various constituent
19 chemicals in exhaust from vehicle engines.

20 1.6 The Consent Judgment. This Consent Judgment pertains to Plaintiffs claims
21 against Defendants as set forth in *Consumer Advocacy Group, Inc. v. Avis Rent A Car*
22 *System, LLC et al.*, Los Angeles Superior Court Case No BC429131 (the "Action") and the
23 two 60-Day Notices, described below, served by Plaintiff upon Defendants.

24 1.7 Plaintiffs 60-Day Notices. On or about December 31, 2008, more than sixty
25 days before filing suit in the Action, Plaintiff served Defendants with a Notice of Intent to
26 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act (the "Second-
27 Hand Smoke Notice"). The Second-Hand Smoke Notice stated, among other things, that
28 Plaintiff believed Defendants had violated Proposition 65 by knowingly and intentionally

1 exposing its consumers, customers, and employees in California, as well as the public, to
2 the Proposition 65-listed chemicals found in tobacco products, tobacco smoke, cigars and
3 smokeless tobacco. Among the Proposition 65 chemicals identified by Plaintiff in the
4 Notice were tobacco products, tobacco smoke, cigars and smokeless tobacco. Among the
5 Proposition 65 chemical identified by Plaintiff in the Notice were tobacco products,
6 tobacco smoke, cigars and smokeless tobacco (and their constituent chemicals, including
7 Acetaldehyde, Acetamide, Acrylonitrile, 4-Aminobiphenyl, (4-Aminodiphenyl), Aniline,
8 Ortho-Anisidine, Arsenic (inorganic arsenic compounds), Benz[a]anthracene, Benzene,
9 Benzo[b]fluoranthene, Benzo[j]fluoranthene, Benzo[k]fluoranthene, Benzo[a]pyrene,
10 1,3-Butadiene, Cadmium, Captan, Chromium (hexavalent compounds), Chrysene,
11 Dichlorodiphenyltrichloroethane (DDT), Dibenz[a,h]acridine, Dibenz[aj]acridine,
12 Dibenz[a,h]anthracene, 7H-Dibenzo[c,g]carbazole, Dibenzo[a,e]pyrene,
13 Dibenzo[a,h]pyrene, Dibenzo[a,i]pyrene, Dibenzo[a,l]pyrene, 1,1-Dimethylhydrazine
14 (UDMH), Formaldehyde (gas), Hydrazine, Lead and lead compounds, 1-Naphthylamine,
15 2-Naphthylamine, Nickel and certain nickel compounds, 2-Nitropropane, N-Nitrosodi-n-
16 butylamine, N-Nitrosodiethanolamine, N-Nitrosodiethylamine,
17 N-Nitrosomethylethylamine, N-Nitrosomorpholine, N-Nitrosornicotine,
18 N-Nitrosopiperidine, N-Nitrosopyrrolidine, Ortho-Toluidine, Tobacco Smoke, Urethane
19 (Ethyl carbamate), Arsenic (inorganic Oxides), Cadmium, Carbon disulfide, Carbon
20 monoxide, Nicotine, and Toluene.

21 1.8 On or about April 23, 2010, Plaintiff served Defendants with a separate
22 Notice of Intent to Sue ("the Engine Exhaust Notice"). The Engine Exhaust Notice stated,
23 among other things, that Plaintiff believed Defendants had violated Proposition 65 by
24 knowingly and intentionally exposing their consumers, customers and employees, as well
25 as the public, to the Proposition 65-listed chemicals found in exhaust from gasoline and
26 diesel engine vehicles. Among the Proposition 65 chemicals identified by Plaintiff in the
27 Engine Exhaust Notice were Acetaldehyde, Acrylonitrile, Arsenic (inorganic arsenic
28 compounds), Asbestos, Benza[a]anthracene, Benzene, Benzo[a]pyrene,

1 Benzo[b]fluoranthene, Benzo[j]fluoranthene, Benzo[k]fluoranthene, Beryllium and
2 Beryllium compounds, Bitumens (extracts of steam-refined and air-refined), 1,3-
3 Butadiene, Cadmium and Cadmium compounds, Carbazole, Chromium (Hexavalent
4 compounds), Chrysene, Cobalt Sulfate Heptahydrate, Hiberna[a,h]anthracene,
5 Dibenz[a,h]acridine, Dibenz[a,j]acridine, 7H-Dibenzo[c,g]carbazole, Dibenz[a,e]pyrene,
6 Dibenzo[a,1]pyrene, Dichloromethane (Methylene Chloride), Diesel Engine Exhaust, 1,1-
7 Dimethylhydrazine (UDMH), Ethylbenzene, Formaldehyde (gas), Hydrazine,
8 Indeno[1,2,3,s-cd]pyrene, Lead and Lead compounds, 3-Methylcholanthrene, 5-
9 Methylchrysene, Naphthalene, Nickel and certain Nickel compounds, 1-Nitropropane,
10 N-Nitrosodiethanolamine, N-Nitrosomicotine, N-Nitrosopyrrolidine, Quinoline and its
11 strong acid salts, Silica, Crystalline (airborne particles of respirable size), Soots, Tars and
12 Mineral Oils (untreated and mildly treated oils and used engine oils), Tetrachloroethylene
13 (Perchloroethylene), Ortho-Toluidine, Trichloroethylene, Urethane (Ethyl carbamate),
14 Arsenic (inorganic oxides), Benzene, Cadmium, Carbon Disulfide, Carbon Monoxide,
15 Lead, Mercury and Mercury compounds, Methyl Chloride, and Toluene. The Second-
16 Hand Smoke Notice and Engine Exhaust Notice are referred to collectively herein as "the
17 Notices." The Proposition 65 chemicals identified in both the Second Hand Smoke Notice
18 and the Engine Exhaust Notice shall collectively be referred to herein as "the Noticed
19 Chemicals."

20 1.9 Purpose of Consent Judgment. In order to avoid continued and protracted
21 litigation, CAG and Defendants (the "Parties") wish to resolve completely and finally any
22 and all tobacco exposure issues and issues regarding exhaust from gasoline and diesel
23 engine vehicles including those with respect to all Noticed Chemicals raised by the Notices
24 and the Action, pursuant to the terms and conditions described herein. In entering into this
25 Consent Judgment, the Parties recognize that this Consent Judgment is a full and final
26 settlement of all claims related to: (1) the Noticed Chemicals in tobacco products, tobacco
27 smoke, cigars, smokeless tobacco, secondhand tobacco smoke and environmental tobacco
28 smoke and (2) the Noticed Chemicals in exhaust from gasoline and diesel engine vehicles

1 (and each of their constituent chemicals), that were raised or that could have been raised in
2 the Notices or the Action. Plaintiff and Defendants also intend for this Consent Judgment
3 to provide, to the maximum extent permitted by law, *res judicata* and/or collateral estoppel
4 protection for Defendants against any and all other claims based on the same or similar
5 allegations as to the Noticed Chemicals with respect to claims brought by Plaintiff in its
6 own capacity or in the public interest, or to claims brought by an entity in privity with
7 Plaintiff.

8 1.10 No Admission. Defendants dispute that they have violated Proposition 65 as
9 described in the Notices and the Action and that it has any liability whatsoever based on
10 any of the facts or claims asserted in the Notices or the Action. Plaintiff disputes
11 Defendants' defenses.

12 Based on the foregoing, nothing contained in this Consent Judgment shall be
13 construed as an admission by Plaintiff or Defendants that any action that Defendants may
14 have taken, or failed to take, violates Proposition 65 or any other statute, regulation, or
15 principal of common law. Defendants expressly deny any alleged violations of
16 Proposition 65 or any other statute, regulation, or principle of common law.

17 1.11 Effective Upon Final Determination. Defendants' willingness to enter into
18 this Consent Judgment is based upon the understanding that this Consent Judgment will
19 fully and finally resolve all claims related to the Noticed Chemicals present in tobacco
20 products, tobacco smoke, cigars smokeless tobacco, secondhand tobacco smoke and
21 environmental tobacco smoke and exhaust from gasoline and diesel engine vehicles (and
22 each of their constituent chemicals), and that this Consent Judgment will have *res judicata*
23 and/or collateral estoppel effect to the fullest extent allowed by law with regards to alleged
24 violations of Proposition 65 by Defendants.

25 2. JURISDICTION

26 2.1 Subject Matter Jurisdiction. For purposes of this Consent Judgment only, the
27 Parties stipulate that this Court has jurisdiction over the allegations of violations contained
28 in the lawsuit.

1 offered for rent to any customer who does not request a vehicle in which he/she may
2 smoke.

3 3.2 Proposition 65 Warning. At any facilities controlled by Defendants as of the
4 date this Consent Judgment, Defendants agree to post consumer warnings pursuant to
5 Proposition 65 regarding potential exposures, if they have not already done so. The
6 following warning shall be prominently displayed at or near the point of sale where rental
7 car transactions take place:

8 **PROPOSITION 65 WARNING:**

9 Vehicle Exhaust Fumes are Present and Contain Chemicals Known to the
10 State of California to Cause Cancer and Birth Defects or Other
Reproductive Harm.

11 Tobacco Smoke Is Present in Certain Designated Vehicles. Tobacco
12 Smoke Contains Chemicals Known to the State of California to Cause
13 Cancer and Birth Defects or Other Reproductive Harm. Customers are
requested not to smoke in the rental vehicles.

14 The Parties acknowledge that, at certain locations, circumstances may arise which prevent
15 Defendants from controlling where, when, and how signs are displayed and whether signs
16 can be maintained in the locations initially selected by Defendants. By way of example,
17 some airports take the position that they have the right to control the placement, non-
18 placement and removal of signs at and near rental car counters. Defendants shall use
19 reasonable efforts to post the warning signs at each of its facilities in California and if a
20 third party prevents it from doing so, Defendants shall promptly notify Plaintiff.

21 Defendants agree to take reasonable steps to require that the warnings set forth in this
22 section 3.2 be displayed at each facility in California with such conspicuousness, as
23 compared with other words, statements, designs, or devices as to render the warnings
24 likely to be read and understood by its employees and by an ordinary consumer under
25 customary conditions of purchase or use, consistent with California Code of Regulations,
26 title 22, section 12601, subdivision (b)(3).

27 3.3 Compliance. Defendants' compliance with paragraphs 3.1 and 3.2 is deemed
28 to fully satisfy Defendants' obligations under Proposition 65 with respect to any exposures

1 and potential 8 exposures to Noticed Chemicals in all respects and to any and all person(s)
2 and entity(ies).

3 3.4 Future Laws or Regulations. In lieu of complying with the requirements of
4 paragraphs 3.1 and 3.2, if: (a) any future federal law or regulation that governs the
5 warning provided for here preempts state authority with respect to said warning, or (b) any
6 future warning requirements with respect to the subject matter of said paragraphs are
7 proposed by any industry association and approved by the State of California, or (c) any
8 future new state law or regulation specifying a specific warning for car rental companies
9 with respect to the subject matter of said paragraphs, Defendants may comply with the
10 warning obligations set forth in paragraphs 3.1 and 3.2 of this Judgment by complying
11 with such future federal or state law or regulation or such future warning requirement upon
12 notice to Plaintiff.

13 3.5 Statutory Amendment to Proposition 65. If there is a statutory or other
14 amendment to Proposition 65, or regulations are adopted pursuant to Proposition 65, which
15 would exempt paragraphs 3.1 and 3.2 of this Judgment, Defendants and/or the "Released
16 Parties," as defined in paragraph 4.2 below from providing the warnings described here,
17 then, upon the adoption of such statutory amendment or regulation, and to the extent
18 provided for in such statutory amendment or regulation, Defendants shall be relieved from
19 their obligation to provide the warnings set forth here.

20 4. RELEASE AND CLAIMS COVERED

21 4.1 Effect of Judgment. The Consent Judgment is a full and final judgment with
22 respect to any claims regarding the Noticed Chemicals that were asserted or could have
23 been asserted in the Action (or a separate action) against the Released Parties (as defined
24 in paragraph 4.2 below) and each of them, and the Notices issued to Defendants regarding
25 their facilities in California, including, but not limited to: (a) claims for any violations of
26 Proposition 65 by the Released Parties and each of them including, but not limited to,
27 claims arising from consumer product, environmental, and occupational exposures to the
28 Noticed Chemicals, wherever occurring and to whomever occurring, through and including

1 the date upon which the Judgment becomes final; and (b) the Released Parties' continuing
2 responsibility to provide the warnings mandated by Proposition 65 with respect to the
3 Noticed Chemicals.

4 4.2 Releases.

5 (a) Release by Plaintiff in the Public Interest. Except for such rights and
6 obligations as have been created under this Consent Judgment, Plaintiff, "in the public
7 interest" as that phrase is understood pursuant to Health and Safety Code section 25249.7,
8 subd. (d), with respect to the matters regarding the Noticed Chemicals alleged in the
9 Notices and the Action, does hereby fully, completely, finally and forever release,
10 relinquish and discharge Defendants and their respective past, present, and future owners,
11 lessors, sublessors, managers and operators of, and any others with any interest in
12 Defendants' facilities in California, their past, present, and future officers, directors,
13 shareholders, affiliates, agents, principals, employees, attorneys, parents, subsidiaries,
14 owners, sister-or other related entities, and successors and assigns the ("Released Parties")
15 of and from all claims, actions, causes of action, demands, rights, debts, agreements,
16 promises, liabilities, damages, accountings, costs and expenses, that were or could have
17 been asserted in the public interest in the Complaint against the Released Parties, arising in
18 whole or in part, directly or indirectly, out of any fact or circumstance that was or could
19 have been asserted in the public interest in the Complaint occurring prior to the date upon
20 which the Consent Judgment becomes final, relating to alleged violations of Proposition 65
21 by the Released Parties and their respective agents, servants and employees, being
22 hereinafter referred to as the "Released Claims." Notwithstanding the foregoing, this
23 Consent Judgment does not provide a release for any of the other corporations or entities
24 that received a sixty-day notice regarding alleged violations of Proposition 65 for exposure
25 to second-hand smoke as issued by Plaintiff in or around December 2008. The Released
26 Claims include all allegations made, or that could have been made, by Plaintiff in the
27 public interest with respect to the Noticed Chemicals relating to Proposition 65.

28 (b) Release by Plaintiff. Except for such rights and obligations as have

1 been created under this Consent Judgment, Plaintiff, for and on its own behalf, with
2 respect to the matters regarding the Noticed Chemicals alleged in the Notices and the
3 Action, does further hereby fully, completely, finally and forever release, relinquish and
4 discharge the Released Parties of and from all claims, actions, causes of action, demands,
5 rights, debts, agreements, promises, liabilities, damages, accountings, costs and expenses,
6 whether known or unknown, suspected or unsuspected, of every nature whatsoever that
7 Plaintiff has or may have against the Released Parties, arising in whole or in part, directly
8 or indirectly, out of any fact or circumstance occurring prior to the date upon which the
9 Consent Judgment becomes final, relating to alleged violations of Proposition 65 or any
10 other violation by the Released Parties and their respective agents, servants and employees,
11 being hereinafter referred to as the "Released Claims." Notwithstanding the foregoing, this
12 Consent Judgment does not provide a release for any of the other corporations or entities
13 that received a sixty-day notice regarding alleged violations of Proposition 65 for exposure
14 to second-hand smoke as issued by Plaintiff in or around December 2008. The Released
15 Claims include all allegations made, or that could have been made, by Plaintiff with
16 respect to the Noticed Chemicals relating to Proposition 65 or otherwise.

17 4.3 Intent of Parties. The Parties intend that this release, upon entry of judgment
18 shall be effective as a full and final accord and satisfaction and release of each Released
19 Claim. In furtherance of this intention, Plaintiff acknowledges that it is familiar with
20 California Civil Code section 1542, which provides as follows:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
22 WHICH THE CREDITOR DOES NOT KNOW OR
23 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE
24 TIME OF EXECUTING THE RELEASE, WHICH IF
25 KNOWN BY HIM OR HER MUST HAVE MATERIALLY
26 AFFECTED HIS OR HER SETTLEMENT WITH THE
27 DEBTOR.

28 Plaintiff waives and relinquishes all of the rights and benefits that Plaintiff has, or
may have, under Civil Code section 1542 (as well as any similar rights and benefits which
it may have by virtue of any statute or rule of law in any other state or territory of the
United States). Plaintiff acknowledges that it may hereafter discover facts in addition to,

1 or different from, those which it now knows or believes to be true with respect to the
2 subject matter of this Consent Judgment and the Released Claims, but that notwithstanding
3 the foregoing, it is Plaintiff's intention to fully, finally, completely and forever settle and
4 release all Released Claims, and that in furtherance of such intention, the release here
5 given shall be and remain in effect as a full and complete general release, notwithstanding
6 the discovery or existence of any such additional or different facts.

7 4.4 Plaintiff's Ability to Represent Public. Plaintiff hereby warrants and
8 represents to Defendants and the Released Parties that (a) Plaintiff has not previously
9 assigned any Released Claim, and (b) Plaintiff has the right, ability and power to release
10 each Released Claim.

11 Plaintiff further represents and warrants that it is a public benefit corporation fowled
12 for the specific purposes of (a) protecting and educating the public as to harmful products
13 and activities; (b) encouraging members of the public to become involved in issues
14 affecting the environment and the enforcement of environmental statutes and regulations
15 including, but not limited to, Proposition 65; and (c) instituting litigation to enforce the
16 provisions of Proposition 65.

17 4.5 No Further Force and Effect. Plaintiff and Defendants hereby request that
18 this Court enter judgment pursuant to this Consent Judgment. In the event that:

- 19 (a) this Court denies, in whole or in part, the motion to approve the
20 Consent Judgment pursuant to Health and Safety Code section 25249.7 (f)(4) as amended,
21 (b) a decision by this Court to approve the Consent Judgment is appealed
22 and overturned by another Court, in whole or in part, or
23 (c) a third party files litigation to contest the validity of the Consent
24 Judgment as against any Plaintiff or Defendants relating to this Consent Judgment, then
25 upon notice by any party hereto to the other party hereto, this Consent Judgment shall be
26 of no further force or effect and the Parties shall be restored to their respective rights and
27 obligations as though this Consent Judgment had not been executed by the Parties.

28 **5. ATTORNEYS' FEES AND COSTS**

1 5.1 Payment in Lieu of Civil Penalties. Within 30 (thirty) days of the approval
2 of this Consent Judgment, Defendants shall pay CAG, incorporated for the purpose of
3 furthering environmental causes, \$5,000. Payment shall be to "Consumer Advocacy
4 Group, Inc." CAG will use the payment for such projects and purposes related to
5 environmental protection, worker health and safety, or reduction of human exposure to
6 hazardous substances (including administrative and product testing costs arising from such
7 projects), as CAG may choose. CAG shall provide its address and federal tax
8 identification number to Defendants prior to such payment.

9 5.2 Payment to Yeroushalmi & Associates. Within 30 (thirty) days of the
10 approval of this Consent Judgment, Defendants shall pay CAG \$61,000 for its attorney
11 fees and costs incurred in this matter. The check shall be to "Yeroushalmi & Associates."
12 CAG represents and warrants that CAG has authorized the payment of attorney fees and
13 costs. CAG releases and agrees to hold harmless the Released Parties with regard to any
14 issue concerning the allocation or distribution of the amount paid under this section.
15 Yeroushalmi & Associates shall provide its address and federal tax identification number
16 to International prior to such payment.

17 **6. PRECLUSIVE EFFECT OF CONSENT JUDGMENT**

18 6.1 Entry of Judgment. It is the Parties' intent that entry of judgment by the
19 Court pursuant to this Consent Judgment, *inter alia*:

20 (a) Constitutes full and fair adjudication of all claims against Defendants,
21 including, but not limited to, all claims set forth in the Action, based upon alleged
22 violations of Proposition 65, as well as any other statute, provision of common law or any
23 theory or issue that has been or could have been asserted in the public interest or on behalf
24 of the general public against Defendants which arose from Defendants' alleged failure to
25 provide warnings regarding exposure to tobacco products, tobacco smoke, cigars,
26 smokeless tobacco, secondhand tobacco smoke, environmental tobacco smoke and exhaust
27 from gasoline and diesel engine vehicles (and each of their constituent chemicals), which
28

1 may be present at its facilities and which are known to the State of California to cause
2 cancer, birth defects, and/or other reproductive harm;

3 (b) Bars Plaintiff in its own capacity or in the interests of the public and
4 any entities in privity with Plaintiff, on the basis of *res judicata*, the doctrine of mootness
5 and/or the doctrine of collateral estoppel, from prosecuting against any Released Party any
6 claim with respect to the Noticed Chemicals alleged in the Action, and based upon alleged
7 violations of (i) Proposition 65, or (ii) any other statute, provision of common law or any
8 theory or issue that was alleged or that could have been alleged in the Action which arose
9 or arises from the alleged failure to provide warning of exposure to tobacco products,
10 tobacco smoke, cigars, smokeless tobacco, secondhand tobacco smoke and environmental
11 tobacco smoke and exhaust from gasoline and diesel engines at Defendants' facilities in
12 California (and each of their constituent chemicals), which may be present at Defendants'
13 facilities in California referred to in paragraph 3.1 and which are known to the State of
14 California to cause cancer, birth defects, and/or other reproductive harm.

15 **7. DISPUTES UNDER THE CONSENT JUDGMENT**

16 7.1 Disputes. In the event that a dispute arises with respect to either party's
17 compliance with the terms of this Consent Judgment, the Parties shall meet, either in
18 person or by telephone, and endeavor to resolve the dispute in an amicable manner. No
19 action may be taken to enforce the provisions of the Judgment absent such a good faith
20 effort to resolve the dispute prior to the taking of such action. In the event that legal
21 proceedings are initiated to enforce the provisions of the Judgment, however, the
22 prevailing party in such proceeding may seek to recover its costs and reasonable attorneys'
23 fees. As used in the preceding sentence, the term "prevailing party" means a party who is
24 successful in obtaining relief more favorable to it than the relief that the other party was
25 amenable to providing during the Parties' good faith attempt to resolve the dispute that is
26 the subject of such enforcement action.

27 7.2 Notice of Violation. In the event that CAG identifies what it believes is a
28 violation of paragraph 3.2 at any of the Covered Properties, CAG shall issue a notice of

1 alleged violation pursuant to this paragraph. The notice of alleged violation shall be sent
2 to the persons identified in Section 9 hereof, and shall, at minimum, set forth for each of
3 the affected Parties: (a) the date(s) the alleged violation(s) was observed; (b) the facility
4 where the alleged violation(s) occurred; (c) a description of the circumstances or
5 conditions giving rise to the alleged violation(s), including the specific location of the
6 alleged violation at the facility and any affected party(ies); and (d) a description of any
7 warnings that were provided at the facility relating to tobacco products and/or engine
8 exhaust, whether such warning was posted or provided otherwise. CAG shall promptly
9 make available for inspection and/or copying, upon request, all supporting documentation
10 or other information related to the alleged violation asserted in the notice of violation. The
11 Parties shall meet and confer in good faith in an effort to resolve the allegations in the
12 notice of violation. Only after the passage of sixty (60) days after service of the violation,
13 and only to the extent the Parties have not resolved their dispute, may CAG seek
14 enforcement of this Consent Judgment pursuant to paragraph 7.1.

15 8. NOTICES

16 8.1 Written Notice Required. All notices between the Parties provided for or
17 permitted under this Consent Judgment or by law shall be in writing and shall be deemed
18 duly served:

- 19 (i) When personally delivered to a party, on the date of such delivery; or
- 20 (ii) When sent via facsimile to a party at the facsimile number set forth
21 below, or to such other or further facsimile number provided in a notice sent under the
22 terms of this paragraph, on the date of the transmission of that facsimile; or
- 23 (iii) When deposited in the United States mail, certified, postage prepaid,
24 addressed to such party at the address set forth below, or to such other or further address
25 provided in a notice sent under the terms of this paragraph, three days following the
26 deposit of such notice in the mails.
- 27 (iv) Notices pursuant to this paragraph shall be sent to the Parties at the
28 addresses identified below, or to such other place as may from time to time be specified in

1 a notice to each of the Parties hereto given pursuant to this paragraph as the address for
2 service of notice on such party. The addresses for notices are as follows:

3 Jeannie C. Henry, Esq.
4 Corporate Attorney
5 Dollar Thrifty Automotive Group, Inc.
5330 East 31st Street,
Tulsa, OK 74135

6 With a copy to:
7 John J. Allen, Esq.
8 Allen Matkins Leck Gamble Mallory & Natsis LLP
515 South Figueroa Street, 9th Floor
Los Angeles, CA 90071

9 9. INTEGRATION

10 9.1 Integrated Writing. This Consent Judgment constitutes the final and
11 complete agreement of the Parties hereto with respect to the subject matter hereof and
12 supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or
13 representations concerning any matters directly, indirectly or collaterally related to the
14 subject matter of this Consent Judgment. The Parties hereto have expressly and
15 intentionally included in this Consent Judgment all collateral or additional agreements that
16 may, in any manner, touch or relate to any portion of the subject matter of this Consent
17 Judgment and, therefore, all promises, covenants and agreements, collateral or otherwise,
18 are included herein. The Parties intend that this Consent Judgment shall constitute an
19 integration of their agreements, and each understands that in the event of any subsequent
20 litigation, controversy or dispute concerning any of its terms, conditions or provisions, no
21 party hereto shall be permitted to offer or introduce any oral or extrinsic evidence
22 concerning any other collateral or oral agreement between or among the Parties not
23 included herein.

24 10. COMPLIANCE WITH REPORTING REQUIREMENTS

25 10.1 Reporting Forms; Presentation to Attorney General. The Parties agree to
26 comply with the reporting form requirements referenced in Health and Safety Code
27
28

1 section 25249.7, subdivision (f). Therefore, Plaintiff shall present this Consent Judgment
2 to the California Attorney General's office upon receiving all necessary signatures.

3 **11. COUNTERPARTS**

4 11.1 Counterparts. This Consent Judgment may be signed in counterparts and
5 shall be binding upon the Parties hereto as if all of said Parties executed the original
6 hereof. A facsimile or PDF signature shall be as valid as the original.

7 **12. WAIVER**

8 12.1 No Waiver. No waiver by any party hereto of any provision hereof shall be
9 deemed to be a waiver of any other provisions hereof or of any subsequent breach of the
10 same or any other provision hereof.

11 **13. AMENDMENT**

12 13.1 In Writing. This Consent Judgment cannot be amended or modified except
13 by a writing executed by the Parties hereto that expresses, by its terms, an intention to
14 modify this Consent Judgment.

15 **14. SUCCESSORS**

16 14.1 Binding Upon Successors. This Consent Judgment shall be binding upon
17 and inure to the benefit of, and be enforceable by, the Parties hereto and their respective
18 administrators, trustees, executors, personal representatives, successors and permitted
19 assigns.

20 **15. CHOICE OF LAWS**

21 15.1 California Law Applies. Any dispute regarding the interpretation of this
22 Consent Judgment, the performance of the Parties pursuant to the terms of this Consent
23 Judgment, or the damages accruing to a Party by reason of any breach of this Consent
24 Judgment shall be determined under the laws of the State of California, without reference
25 to choice of law principles.

26 **16. NO ADMISSIONS**

27 16.1 Settlement Cannot Be Used as Evidence. This Consent Judgment has been
28 reached by the Parties to avoid the costs of prolonged litigation. By entering into this

1 Consent Judgment, neither Plaintiff nor Defendants admit any issue of fact or law,
2 including any violations of Proposition 65 or any other law. The settlement of claims
3 herein shall not be deemed to be an admission or concession of liability or culpability by
4 any Party, at any time, for any purpose. Neither this Consent Judgment, nor any document
5 referred to herein, nor any action taken to carry out this Consent Judgment, shall be
6 construed as giving rise to any presumption or inference of admission or concession by
7 Defendants as to any fault, wrongdoing or liability whatsoever. Neither this Consent
8 Judgment, nor any of its terms or provisions, nor any of the negotiations or other
9 proceedings connected with it, nor any other action taken to carry out this Consent
10 Judgment, by any of the Parties hereto, shall be referred to, offered as evidence, or
11 received in evidence in any pending or future civil, criminal or administrative action or
12 proceeding, except in a proceeding to enforce this Consent Judgment, to defend against the
13 assertion of the Released Claims or as otherwise required by law.

14 **17. REPRESENTATION**

15 17.1 Construction of Consent Judgment. Plaintiff and Defendants each
16 acknowledge and warrant that they have been represented by independent counsel of their
17 own selection in connection with the prosecution and defense of the Action, the
18 negotiations leading to this Consent Judgment and the drafting of this Consent Judgment;
19 and that in interpreting this Consent Judgment, the terms of this Consent Judgment will not
20 be construed either in favor of or against any Party hereto.


21 **18. AUTHORIZATION**

22 18.1 Authority to Enter Consent Judgment. Each of the signatories hereto
23 certifies that he or she is authorized by the Party he or she represents to enter into this
24 Consent Judgment, to stipulate to the Judgment, and to execute and approve the Judgment
25 on behalf of the Party represented.

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1 Dated: 4/21 2011

CONSUMER ADVOCACY GROUP, INC.

2
3 By 
Consumer Advocacy Group, Inc.
4 Name: MICHEL SASSOON
Its: EXECUTIVE DIRECTOR

5 Dated: _____, 2011

**DOLLAR THRIFTY AUTOMOTIVE
GROUP, INC.**

8 By _____
9 Name: _____
Its: _____

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1 Dated: 4/21 2011

CONSUMER ADVOCACY GROUP, INC.

2
3 By



Consumer Advocacy Group, Inc.

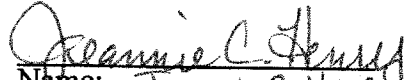
Name: Mitchell Sassoon

Its: EXECUTIVE DIRECTOR

4
5 Dated: 4/29, 2011

6 **DOLLAR THRIFTY AUTOMOTIVE**
7 **GROUP, INC.**

8
9 By



Name: Jeannie C. Hensch

Its: Corporate Attorney

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Dated: Aug 21, 2011

YEROUSHALMI & ASSOCIATES

By [Signature]
Name: Reuben Yeroushalmi
Its: Partner

Dated: _____, 2011

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS, LLP

By _____
John J. Allen
Attorneys for Dollar Thrifty Automotive
Group, Inc.

REVIEWED AND APPROVED AS A JUDGMENT OF THE SUPERIOR
COURT. IT IS SO ORDERED.

Dated: _____, 2011

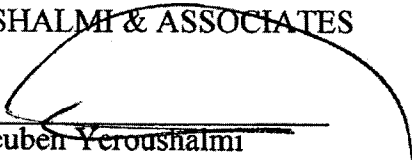
JUDGE OF THE SUPERIOR COURT

1 Approved as to form:
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3 Dated: April 21, 2011
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YEROUSHALMI & ASSOCIATES

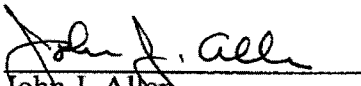
By


Reuben Yeroushalmi
Name:
Its: Partner

7 Dated: April 29, 2011
8

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS, LLP

9 By


John J. Allen
Attorneys for Dollar Thrifty Automotive
Group, Inc.

12 REVIEWED AND APPROVED AS A JUDGMENT OF THE SUPERIOR
13 COURT. IT IS SO ORDERED.
14

15 Dated: MAY 11 2011, 2011
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Gregory W. Alarcon

JUDGE OF THE SUPERIOR COURT
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