

1 YEROUSHALMI & ASSOCIATES
REUBEN YEROUSHALMI (STATE BAR NO. 193981)
2 9100 Wilshire Blvd., Suite 610E
Beverly Hills, CA 90212
3 Telephone: (310) 623-1926
Facsimile: (310) 623-1930

4 Attorneys for Plaintiff
5 CONSUMER ADVOCACY GROUP, INC.

6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

11 CONSUMER ADVOCACY GROUP, INC., in the public interest, 12 Plaintiff, 13 vs. 14 AVIS RENT A CAR SYSTEM, LLC, et al., 15 Defendants.	Case No. BC 429131 [PROPOSED] CONSENT JUDGMENT Judge: Hon. Gregory Alarcon Dept: 36 Complaint Filed: December 31, 2009
---	--

16
17 1. INTRODUCTION

18 1.1 Plaintiff. Consumer Advocacy Group, Inc. ("Plaintiff" or "CAG"), on its own
19 behalf and as a representative of the People of the State of California, is a non-profit public
20 interest corporation.

21 1.2 Settling Defendants. Dollar Rent A Car, Inc., Dollar Thrifty Automotive
22 Group, Inc. and DTG Operations, Inc., erroneously sued herein as Thrifty Rent-A-Car
23 Systems, Inc. (collectively, "Defendants"), are affiliated automobile rental companies
24 doing business in California at various locations throughout the state.

25 1.3 Covered Activity. On December 31, 2009, Plaintiff filed a Complaint for
26 Penalties, Injunction and Restitution alleging that Defendants, in their automobile rental
27 operations in California during the relevant time frame, allowed persons to smoke
28 cigarettes and other tobacco products in their rental vehicles, thereby allegedly exposing

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

7 1.4 Proposition 65. The Safe Drinking Water and Toxic Enforcement Act
8 codified at Health and Safety Code sections 25249.5 et seq. ("Proposition 65") prohibits,
9 among other things, a company with ten or more employees from knowingly and
10 intentionally exposing an individual to chemicals known to the State of California to cause
11 cancer, birth defects, or other reproductive harm without first providing a clear and
12 reasonable warning to such individuals. Exposures can occur as a result of a consumer
13 product exposure, an occupational exposure, or an environmental exposure.

14 1.5 Proposition 65 Chemicals. The State of California has officially listed
15 various chemicals pursuant to Health and Safety Code section 25249.8 as chemicals
16 known to the State of California to cause cancer and/or reproductive toxicity, including
17 second-hand tobacco smoke, environmental tobacco smoke and various constituent
18 chemicals in exhaust from vehicle engines.

19 1.6 The Consent Judgment. This Consent Judgment pertains to Plaintiffs claims
20 against Defendants as set forth in *Consumer Advocacy Group, Inc. v. Avis Rent A Car*
21 *System, LLC et al.*, Los Angeles Superior Court Case No BC429131 (the "Action") and the
22 two 60-Day Notices, described below, served by Plaintiff upon Defendants.

23 1.7 Plaintiffs 60-Day Notices. On or about December 31, 2008, more than sixty
24 days before filing suit in the Action, Plaintiff served Defendants with a Notice of Intent to
25 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act (the "Second-
26 Hand Smoke Notice"). The Second-Hand Smoke Notice stated, among other things, that
27 Plaintiff believed Defendants had violated Proposition 65 by knowingly and intentionally
28 exposing its consumers, customers, and employees in California, as well as the public, to

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

20 1.8 On or about April 23, 2010, Plaintiff served Defendants with a separate
21 Notice of Intent to Sue ("the Engine Exhaust Notice"). The Engine Exhaust Notice stated,
22 among other things, that Plaintiff believed Defendants had violated Proposition 65 by
23 knowingly and intentionally exposing their consumers, customers and employees, as well
24 as the public, to the Proposition 65-listed chemicals found in exhaust from gasoline and
25 diesel engine vehicles. Among the Proposition 65 chemicals identified by Plaintiff in the
26 Engine Exhaust Notice were Acetaldehyde, Acrylonitrile, Arsenic (inorganic arsenic
27 compounds), Asbestos, Benz[a]anthracene, Benzene, Benzo[a]pyrene,
28 Benzo[b]fluoranthene, Benzo[j]fluoranthene, Benzo[k]fluoranthene, Beryllium and

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

19 1.9 Purpose of Consent Judgment. In order to avoid continued and protracted
20 litigation, CAG and Defendants (the "Parties") wish to resolve completely and finally any
21 and all tobacco exposure issues and issues regarding exhaust from gasoline and diesel
22 engine vehicles including those with respect to all Noticed Chemicals raised by the Notices
23 and the Action, pursuant to the terms and conditions described herein. In entering into this
24 Consent Judgment, the Parties recognize that this Consent Judgment is a full and final
25 settlement of all claims related to: (1) the Noticed Chemicals in tobacco products, tobacco
26 smoke, cigars, smokeless tobacco, secondhand tobacco smoke and environmental tobacco
27 smoke and (2) the Noticed Chemicals in exhaust from gasoline and diesel engine vehicles
28 (and each of their constituent chemicals), that were raised or that could have been raised in

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

7 1.10 No Admission. Defendants dispute that they have violated Proposition 65 as
8 described in the Notices and the Action and that it has any liability whatsoever based on
9 any of the facts or claims asserted in the Notices or the Action. Plaintiff disputes
10 Defendants' defenses.

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

16 1.11 Effective Upon Final Determination. Defendants' willingness to enter into
17 this Consent Judgment is based upon the understanding that this Consent Judgment will
18 fully and finally resolve all claims related to the Noticed Chemicals present in tobacco
19 products, tobacco smoke, cigars smokeless tobacco, secondhand tobacco smoke and
20 environmental tobacco smoke and exhaust from gasoline and diesel engine vehicles (and
21 each of their constituent chemicals), and that this Consent Judgment will have *res judicata*
22 and/or collateral estoppel effect to the fullest extent allowed by law with regards to alleged
23 violations of Proposition 65 by Defendants.

24 2. JURISDICTION

25 2.1 Subject Matter Jurisdiction. For purposes of this Consent Judgment only, the
26 Parties stipulate that this Court has jurisdiction over the allegations of violations contained
27 in the lawsuit.
28

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

27 4.3 Intent of Parties. The Parties intend that this release, upon entry of judgment
28 shall be effective as a full and final accord and satisfaction and release of each Released

1 Claim. In furtherance of this intention, Plaintiff acknowledges that it is familiar with
2 California Civil Code section 1542, which provides as follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
4 WHICH THE CREDITOR DOES NOT KNOW OR
5 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE
6 TIME OF EXECUTING THE RELEASE, WHICH IF
7 KNOWN BY HIM OR HER MUST HAVE MATERIALLY
8 AFFECTED HIS OR HER SETTLEMENT WITH THE
9 DEBTOR.

7 Plaintiff waives and relinquishes all of the rights and benefits that Plaintiff has, or
8 may have, under Civil Code section 1542 (as well as any similar rights and benefits which
9 it may have by virtue of any statute or rule of law in any other state or territory of the
10 United States). Plaintiff acknowledges that it may hereafter discover facts in addition to,
11 or different from, those which it now knows or believes to be true with respect to the
12 subject matter of this Consent Judgment and the Released Claims, but that notwithstanding
13 the foregoing, it is Plaintiff's intention to fully, finally, completely and forever settle and
14 release all Released Claims, and that in furtherance of such intention, the release here
15 given shall be and remain in effect as a full and complete general release, notwithstanding
16 the discovery or existence of any such additional or different facts.

17 4.4 Plaintiff's Ability to Represent Public. Plaintiff hereby warrants and
18 represents to Defendants and the Released Parties that (a) Plaintiff has not previously
19 assigned any Released Claim, and (b) Plaintiff has the right, ability and power to release
20 each Released Claim.

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

27 4.5 No Further Force and Effect. Plaintiff and Defendants hereby request that
28 this Court enter judgment pursuant to this Consent Judgment. In the event that:

1 (a) this Court denies, in whole or in part, the motion to approve the
2 Consent Judgment pursuant to Health and Safety Code section 25249.7 (f)(4) as amended,

3 (b) a decision by this Court to approve the Consent Judgment is appealed
4 and overturned by another Court, in whole or in part, or

5 (c) a third party files litigation to contest the validity of the Consent
6 Judgment as against any Plaintiff or Defendants relating to this Consent Judgment, then
7 upon notice by any party hereto to the other party hereto, this Consent Judgment shall be
8 of no further force or effect and the Parties shall be restored to their respective rights and
9 obligations as though this Consent Judgment had not been executed by the Parties.

10 5. ATTORNEYS' FEES AND COSTS

11 5.1 Payment in Lieu of Civil Penalties. Within 30 (thirty) days of the approval
12 of this Consent Judgment, Defendants shall pay CAG, incorporated for the purpose of
13 furthering environmental causes, \$5,000. Payment shall be to "Consumer Advocacy
14 Group, Inc." CAG will use the payment for such projects and purposes related to
15 environmental protection, worker health and safety, or reduction of human exposure to
16 hazardous substances (including administrative and product testing costs arising from such
17 projects), as CAG may choose. CAG shall provide its address and federal tax
18 identification number to Defendants prior to such payment.

19 5.2 Payment to Yeroushalmi & Associates. Within 30 (thirty) days of the
20 approval of this Consent Judgment, Defendants shall pay CAG \$61,000 for its attorney
21 fees and costs incurred in this matter. The check shall be to "Yeroushalmi & Associates."
22 CAG represents and warrants that CAG has authorized the payment of attorney fees and
23 costs. CAG releases and agrees to hold harmless the Released Parties with regard to any
24 issue concerning the allocation or distribution of the amount paid under this section.
25 Yeroushalmi & Associates shall provide its address and federal tax identification number
26 to International prior to such payment.

27
28

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

2 6.1 Entry of Judgment. It is the Parties' intent that entry of judgment by the
3 Court pursuant to this Consent Judgment, *inter alia*:

4 (a) Constitutes full and fair adjudication of all claims against Defendants,
5 including, but not limited to, all claims set forth in the Action, based upon alleged
6 violations of Proposition 65, as well as any other statute, provision of common law or any
7 theory or issue that has been or could have been asserted in the public interest or on behalf
8 of the general public against Defendants which arose from Defendants' alleged failure to
9 provide warnings regarding exposure to tobacco products, tobacco smoke, cigars,
10 smokeless tobacco, secondhand tobacco smoke, environmental tobacco smoke and exhaust
11 from gasoline and diesel engine vehicles (and each of their constituent chemicals), which
12 may be present at its facilities and which are known to the State of California to cause
13 cancer, birth defects, and/or other reproductive harm;

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

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

27 7.1 Disputes. In the event that a dispute arises with respect to either party's
28 compliance with the terms of this Consent Judgment, the Parties shall meet, either in

1 person or by telephone, and endeavor to resolve the dispute in an amicable manner. No
2 action may be taken to enforce the provisions of the Judgment absent such a good faith
3 effort to resolve the dispute prior to the taking of such action. In the event that legal
4 proceedings are initiated to enforce the provisions of the Judgment, however, the
5 prevailing party in such proceeding may seek to recover its costs and reasonable attorneys'
6 fees. As used in the preceding sentence, the term "prevailing party" means a party who is
7 successful in obtaining relief more favorable to it than the relief that the other party was
8 amenable to providing during the Parties' good faith attempt to resolve the dispute that is
9 the subject of such enforcement action.

10 7.2 Notice of Violation. In the event that CAG identifies what it believes is a
11 violation of paragraph 3.2 at any of the Covered Properties, CAG shall issue a notice of
12 alleged violation pursuant to this paragraph. The notice of alleged violation shall be sent
13 to the persons identified in Section 9 hereof, and shall, at minimum, set forth for each of
14 the affected Parties: (a) the date(s) the alleged violation(s) was observed; (b) the facility
15 where the alleged violation(s) occurred; (c) a description of the circumstances or
16 conditions giving rise to the alleged violation(s), including the specific location of the
17 alleged violation at the facility and any affected party(ies); and (d) a description of any
18 warnings that were provided at the facility relating to tobacco products and/or engine
19 exhaust, whether such warning was posted or provided otherwise. CAG shall promptly
20 make available for inspection and/or copying, upon request, all supporting documentation
21 or other information related to the alleged violation asserted in the notice of violation. The
22 Parties shall meet and confer in good faith in an effort to resolve the allegations in the
23 notice of violation. Only after the passage of sixty (60) days after service of the violation,
24 and only to the extent the Parties have not resolved their dispute, may CAG seek
25 enforcement of this Consent Judgment pursuant to paragraph 7.1.

26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

8. NOTICES

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

(i) When personally delivered to a party, on the date of such delivery; or

(ii) When sent via facsimile to a party at the facsimile number set forth below, or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of the transmission of that facsimile; or

(iii) When deposited in the United States mail, certified, postage prepaid, addressed to such party at the address set forth below, or to such other or further address provided in a notice sent under the terms of this paragraph, three days following the deposit of such notice in the mails.

(iv) Notices pursuant to this paragraph shall be sent to the Parties at the addresses identified below, or to such other place as may from time to time be specified in a notice to each of the Parties hereto given pursuant to this paragraph as the address for service of notice on such party. The addresses for notices are as follows:

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

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

9. INTEGRATION

9.1 Integrated Writing. This Consent Judgment constitutes the final and complete agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning any matters directly, indirectly or collaterally related to the

1 subject matter of this Consent Judgment. The Parties hereto have expressly and
2 intentionally included in this Consent Judgment all collateral or additional agreements that
3 may, in any manner, touch or relate to any portion of the subject matter of this Consent
4 Judgment and, therefore, all promises, covenants and agreements, collateral or otherwise,
5 are included herein. The Parties intend that this Consent Judgment shall constitute an
6 integration of their agreements, and each understands that in the event of any subsequent
7 litigation, controversy or dispute concerning any of its terms, conditions or provisions, no
8 party hereto shall be permitted to offer or introduce any oral or extrinsic evidence
9 concerning any other collateral or oral agreement between or among the Parties not
10 included herein.

11 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

12 10.1 Reporting Forms; Presentation to Attorney General. The Parties agree to
13 comply with the reporting form requirements referenced in Health and Safety Code
14 section 25249.7, subdivision (f). Therefore, Plaintiff shall present this Consent Judgment
15 to the California Attorney General's office upon receiving all necessary signatures.

16 **11. COUNTERPARTS**

17 11.1 Counterparts. This Consent Judgment may be signed in counterparts and
18 shall be binding upon the Parties hereto as if all of said Parties executed the original
19 hereof. A facsimile or PDF signature shall be as valid as the original.

20 **12. WAIVER**

21 12.1 No Waiver. No waiver by any party hereto of any provision hereof shall be
22 deemed to be a waiver of any other provisions hereof or of any subsequent breach of the
23 same or any other provision hereof.

24 **13. AMENDMENT**

25 13.1 In Writing. This Consent Judgment cannot be amended or modified except
26 by a writing executed by the Parties hereto that expresses, by its terms, an intention to
27 modify this Consent Judgment.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

17. REPRESENTATION

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

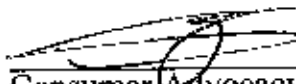
18. AUTHORIZATION

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

1 Dated: 2-28-11 2011

CONSUMER ADVOCACY GROUP, INC.

2
3 By


Consumer Advocacy Group, Inc.
Name: MICHEL SASSOU
Its: Executive Director

4
5 Dated: _____, 2011

DOLLAR THRIFTY AUTOMOTIVE
GROUP, INC.

6
7
8 By

Name: _____
Its: _____

9
10 [REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Dated: 2-28-11 2011

CONSUMER ADVOCACY GROUP, INC.

2

By 

Consumer Advocacy Group, Inc.

Name: MICHEL SASSEOU

Its: Executive director

4

5

Dated: 3-10, 2011

DOLLAR THRIFTY AUTOMOTIVE

6

GROUP, INC.

7

By 

Name: Vicki Whisenand

Its: EVP

9

10

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27


28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Approved as to form:


Dated: 2-28-11, 2011

YEROUSHALMI & ASSOCIATES

By 
Name: REUBEN YEROUSHALMI
Its: PARTNER

Dated: March 11, 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