

CONFIDENTIAL – FOR SETTLEMENT DISCUSSIONS PURPOSES

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CONSUMER ADVOCACY GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

Case No. BC 429131

[PROPOSED] CONSENT JUDGMENT

Judge: Hon. Gregory Alarcon
Dept: 36

Complaint filed: December 31, 2009

1. INTRODUCTION

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

1.2 Settling Defendant. The Hertz Corporation, erroneously sued herein as Hertz Rent A Car and Hertz Global Holdings, Inc. (“Defendant”) is an automobile rental company doing business in California at various locations throughout the state.

1.3 Covered Activity. On December 31, 2009, Plaintiff filed a Complaint for Penalties, Injunction and Restitution alleging that Defendant, in its automobile rental operations in California during the relevant time frame, has allowed persons to smoke cigarettes and other tobacco products in their rental vehicles, thereby allegedly exposing their respective employees and customers, including

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

6 1.4 Proposition 65. The Safe Drinking Water and Toxic Enforcement Act codified at
7 Health and Safety Code sections 25249.5 et seq. ("Proposition 65") prohibits, among other things, a
8 company consisting of ten or more employees from knowingly and intentionally exposing an
9 individual to chemicals known to the State of California to cause cancer, birth defects, or other
10 reproductive harm without first providing a clear and reasonable warning to such individuals.
11 Exposures can occur as a result of a consumer product exposure, an occupational exposure, or an
12 environmental exposure.

13 1.5 Proposition 65 Chemicals. The State of California has officially listed various
14 chemicals pursuant to Health and Safety Code section 25249.8 as chemicals known to the State of
15 California to cause cancer and/or reproductive toxicity, including second-hand tobacco smoke,
16 environmental tobacco smoke and various constituent chemicals in exhaust from vehicle engines.

17 1.6 The Consent Judgment. This Consent Judgment pertains to Plaintiff's claims against
18 Defendant as set forth in *Consumer Advocacy Group, Inc. v. Avis Rent A Car System, LLC et al.*, Los
19 Angeles Superior Court Case No BC429131 (the "Action") and the two 60-Day Notices, described
20 below, served by Plaintiff upon Defendant.

21 1.7 Plaintiff's 60-Day Notices. On or about December 31, 2008, more than sixty days
22 before filing suit in the Action, Plaintiff served Defendant with a Notice of Intent to Sue for Violation
23 of the Safe Drinking Water and Toxic Enforcement Act (the "Second-Hand Smoke Notice"). The
24 Second-Hand Smoke Notice stated, among other things, that Plaintiff believed Defendant had
25 violated Proposition 65 by knowingly and intentionally exposing its consumers, customers, and
26 employees in California, as well as the public, to the Proposition 65-listed chemicals found in tobacco
27 products, tobacco smoke, cigars and smokeless tobacco. Among the Proposition 65 chemicals
28 identified by Plaintiff in the Notice were tobacco products, tobacco smoke, cigars and smokeless

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

14 1.8 On or about April 23, 2010, Plaintiff served Defendant with a separate Notice of Intent
15 to Sue (“the Engine Exhaust Notice”). The Engine Exhaust Notice stated, among other things, that
16 Plaintiff believed Defendant had violated Proposition 65 by knowingly and intentionally exposing its
17 consumers, customers and employees, as well as the public, to the Proposition 65-listed chemicals
18 found in exhaust from gasoline and diesel engine vehicles. Among the Proposition 65 chemicals
19 identified by Plaintiff in the Engine Exhaust Notice were Acetaldehyde, Acrylonitrile, Arsenic
20 (inorganic arsenic compounds), Asbestos, Benza[a]anthracene, Benzene, Benzo[a]pyrene,
21 Benzo[b]fluoranthene, Benzo[j]fluoranthene, Benzo[k]fluoranthene, Beryllium and Beryllium
22 compounds, Bitumens (extracts of steam-refined and air-refined), 1,3 Butadiene, Cadmium and
23 Cadmium compounds, Carbazole, Chromium (Hexavalent compounds), Chrysene, Cobalt Sulfate
24 Heptahydrate, Hibena[a,h]anthracene, Dibenz[a,h]acridine, Dibenz[a,j]acridine, 7H-
25 Dibenzo[c,g]carbazole, Dibenz[a,e]pyrene, Dibenzo[a,l]pyrene, Dichloromethane (Methylene
26 Chloride), Diesel Engine Exhaust, 1,1-Dimethylhydrazine (UDMH), Ethylbenzene, Formaldehyde
27 (gas), Hydrazine, Indeno[1,2,3,s-cd]pyrene, Lead and Lead compounds, 3-Methylcholanthrene, 5-
28 Methylchrysene, Naphthalene, Nickel and certain Nickel compounds, 1-Nitropropane, N-

1 Nitrosodiethanolamine, N-Nitrosornicotine, N-Nitrosopyrrolidine, Quinoline and its strong acid
2 salts, Silica, Crystalline (airborne particles of respirable size), Soots, Tars and Mineral Oils (untreated
3 and mildly treated oils and used engine oils), Tetrachloroethylene (Perchloroethylene), Ortho-
4 Toluidine, Trichloroethylene, Urethane (Ethyl carbamate), Arsenic (inorganic oxides), Benzene,
5 Cadmium, Carbon Disulfide, Carbon Monoxide, Lead, Mercury and Mercury compounds, Methyl
6 Chloride, and Toluene. The Second-Hand Smoke Notice and Engine Exhaust Notice are referred to
7 collectively herein as "the Notices." The Proposition 65 chemicals identified in both the Second-
8 Hand Smoke Notice and the Engine Exhaust Notice shall collectively be referred to herein as "the
9 Noticed Chemicals."

10 1.9 Purpose of Consent Judgment. In order to avoid continued and protracted litigation,
11 CAG and Defendant (the "Parties") wish to resolve completely and finally any and all tobacco
12 exposure issues and issues regarding exhaust from gasoline and diesel engine vehicles including
13 those with respect to all Noticed Chemicals raised by the Notices and the Action, pursuant to the
14 terms and conditions described herein. In entering into this Consent Judgment, the Parties recognize
15 that this Consent Judgment is a full and final settlement of all claims related to: (1) the Noticed
16 Chemicals in tobacco products, tobacco smoke, cigars, smokeless tobacco, secondhand tobacco
17 smoke and environmental tobacco smoke and (2) the Noticed Chemicals in exhaust from gasoline
18 and diesel engine vehicles (and each of their constituent chemicals), that were raised or that could
19 have been raised in the Notices or the Action. Plaintiff and Defendant also intend for this Consent
20 Judgment to provide, to the maximum extent permitted by law, *res judicata* and/or collateral estoppel
21 protection for Defendant against any and all other claims based on the same or similar allegations as
22 to the Noticed Chemicals with respect to claims brought by Plaintiff in its own capacity or in the
23 public interest, or to claims brought by an entity in privity with Plaintiff

24 1.10 No Admission. Defendant disputes that it has violated Proposition 65 as described in
25 the Notices and the Action and that it has any liability whatsoever based on any of the facts or claims
26 asserted in the Notices or the Action. Plaintiff disputes Defendant's defenses.

27 Based on the foregoing, nothing contained in this Consent Judgment shall be construed as an
28 admission by Plaintiff or Defendant that any action that Defendant may have taken, or failed to take,

1 violates Proposition 65 or any other statute, regulation, or principal of common law. Defendant
2 expressly denies any alleged violations of Proposition 65 or any other statute, regulation, or principle
3 of common law.

4 1.11 Effective Upon Final Determination. Defendant's willingness to enter into this
5 Consent Judgment is based upon the understanding that this Consent Judgment will fully and finally
6 resolve all claims related to the Noticed Chemicals present in tobacco products, tobacco smoke,
7 cigars smokeless tobacco, secondhand tobacco smoke and environmental tobacco smoke and exhaust
8 from gasoline and diesel engine vehicles (and each of their constituent chemicals), and that this
9 Consent Judgment will have *res judicata* and/or collateral estoppel effect to the fullest extent allowed
10 by law with regards to alleged violations of Proposition 65 by Defendant.

11 2. JURISDICTION

12 2.1 Subject Matter Jurisdiction. For purposes of this Consent Judgment only, the Parties
13 stipulate that this Court has jurisdiction over the allegations of violations contained in the lawsuit.

14 2.2 Personal Jurisdiction. For purposes of this Consent Judgment only, the Parties
15 stipulate that this Court has personal jurisdiction over the Defendant as to the acts alleged in the
16 Notices and the Action.

17 2.3 Venue. For purposes of this Consent Judgment only, venue is proper in the County of
18 Los Angeles for resolution of the allegations made and claims asserted in the Action.

19 2.4 Jurisdiction to Enter Consent Judgment. The Parties stipulate that this Court has
20 jurisdiction to enter this Consent Judgment as a full and final settlement and resolution of the
21 allegations contained in the Notices and the Action, and of all claims that were or could have been
22 raised based on the facts alleged therein or arising therefrom by any person or entity, other than the
23 Attorney General of the State of California, in whole or in part, directly or indirectly, against the
24 Defendant and Released Parties, as defined in paragraph 4.2 below.

25 3. INJUNCTIVE RELIEF:

26 3.1 No-Smoking Policy. Defendant shall, if it has not already done so, (a) discourage
27 customers from smoking inside any rental vehicle through the use of written signs posted at its
28 facilities in California; and (b) require rental customers, pursuant to written provisions in the rental

1 agreement or in any addendum thereto or by means of any other form of memorialized consent, to
2 agree to reimburse Defendant for all reasonable costs and damages which the Parties agree may
3 include costs incurred in the cleaning of the interior portions of any rental vehicle to remove residual
4 tobacco smoke odors or other damage caused by the rental customer arising out of the use of tobacco
5 products in Defendant's vehicles. Defendant may also discourage customers from smoking in its
6 vehicles by the placement of decals within its vehicles or the removal of lighters and ashtrays, but is
7 not required to do so pursuant to this Consent Judgment.

8 Defendant expressly reserves the right to accommodate the request by any customer to rent a
9 vehicle in which the customer may smoke tobacco products. Vehicles rented to said customers upon
10 request shall be specially designated by Defendant and shall not be offered for rent to any customer
11 who does not request a vehicle in which he/she may smoke.

12 3.2 Proposition 65 Warning. At any facilities controlled by Defendant as of the date this
13 Consent Judgment, Defendant agrees to post consumer warnings regarding potential Proposition 65
14 exposures, if it has not already done so. The following warning shall be prominently displayed at or
15 near the point of sale where rental car transactions take place:

16 **PROPOSITION 65 WARNING:**

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

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

22 The Parties acknowledge that, at certain locations, circumstances may arise which prevent Defendant
23 from controlling where, when, and how signs are displayed and whether signs can be maintained in
24 the locations initially selected by Defendant. By way of example, some airports take the position that
25 they have the right to control the placement, non-placement and removal of signs at and near rental
26 car counters. Defendant shall use reasonable efforts to post the warning signs at each of its facilities
27 in California and if a third party prevents it from doing so, Defendant shall promptly notify Plaintiff.
28

1 Defendant agrees to take reasonable steps to require that the warnings set forth in this section
2 3.2 be displayed at each facility in California with such conspicuousness, as compared with other
3 words, statements, designs, or devices as to render the warnings likely to be read and understood by
4 its employees and by an ordinary consumer under customary conditions of purchase or use, consistent
5 with California Code of Regulations, title 22, section 12601, subdivision (b)(3).

6 3.3 Compliance. Defendant's compliance with paragraphs 3.1 and 3.2 is deemed to fully
7 satisfy Defendant's obligations under Proposition 65 with respect to any exposures and potential
8 exposures to Noticed Chemicals in all respects and to any and all person(s) and entity(ies).

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

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

24 4. RELEASE AND CLAIMS COVERED

25 4.1 Effect of Judgment. The Consent Judgment is a full and final judgment with respect
26 to any claims regarding the Noticed Chemicals that were asserted or could have been asserted in the
27 Action (or a separate action) against the Released Parties (as defined in paragraph 4.2 below) and
28 each of them, and the Notices issued to Defendant regarding its facilities in California, including, but

1 not limited to: (a) claims for any violations of Proposition 65 by the Released Parties and each of
2 them including, but not limited to, claims arising from consumer product, environmental, and
3 occupational exposures to the Noticed Chemicals, wherever occurring and to whomever occurring,
4 through and including the date upon which the Judgment becomes final; and (b) the Released Parties'
5 continuing responsibility to provide the warnings mandated by Proposition 65 with respect to the
6 Noticed Chemicals.

7 4.2 Release. Except for such rights and obligations as have been created under this
8 Consent Judgment, Plaintiff, for and on its own behalf and "in the public interest," as that phrase is
9 understood pursuant to Health and Safety Code section 25249.7, subd. (d), with respect to the matters
10 regarding the Noticed Chemicals alleged in the Notices and the Action, does hereby fully,
11 completely, finally and forever release, relinquish and discharge Defendant and its respective past,
12 present, and future owners, lessors, sublessors, managers and operators of, and any others with any
13 interest in Defendant's facilities in California, its past, present, and future officers, directors,
14 shareholders, affiliates, agents, principals, employees, attorneys, parents, subsidiaries, owners, sister-
15 or other related entities, and successors and assigns the ("Released Parties") of and from all claims,
16 actions, causes of action, demands, rights, debts, agreements, promises, liabilities, damages,
17 accountings, costs and expenses, whether known or unknown, suspected or unsuspected, of every
18 nature whatsoever that Plaintiff has or may have against the Released Parties, arising in whole or in
19 part, directly or indirectly, out of any fact or circumstance occurring prior to the date upon which the
20 Consent Judgment becomes final, relating to alleged violations of Proposition 65 or any other
21 violation by the Released Parties and their respective agents, servants and employees, being
22 hereinafter referred to as the "Released Claims." Notwithstanding the foregoing, this Consent
23 Judgment does not provide a release for any of the other corporations or entities that received a sixty-
24 day notice regarding alleged violations of Proposition 65 for exposure to second-hand smoke as
25 issued by Plaintiff in or around December 2008. The Released Claims include all allegations made,
26 or that could have been made, by Plaintiff with respect to the Noticed Chemicals relating to
27 Proposition 65 or otherwise.

1 4.3 Intent of Parties. The Parties intend that this release, upon entry of judgment shall be
2 effective as a full and final accord and satisfaction and release of each Released Claim. In
3 furtherance of this intention, Plaintiff acknowledges that it is familiar with California Civil Code
4 section 1542, which provides as follows:

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

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

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

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

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

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

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

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

8 5. ATTORNEYS' FEES AND COSTS

9 5.1 Payment in Lieu of Civil Penalties. Within 30 (thirty) days of the approval of this
10 Consent Judgment, Defendant shall pay CAG, incorporated for the purpose of furthering
11 environmental causes, \$10,000. Payment shall be to "Consumer Advocacy Group, Inc." CAG will
12 use the payment for such projects and purposes related to environmental protection, worker health
13 and safety, or reduction of human exposure to hazardous substances (including administrative and
14 product testing costs arising from such projects), as CAG may choose. CAG shall provide its address
15 and federal tax identification number to Defendant's prior to such payment.

16 5.2 Payment to Yeroushalmi & Associates. Within 30 (thirty) days of the approval of this
17 Consent Judgment, Defendant shall pay CAG \$42,000 for its attorney fees and costs incurred in this
18 matter. The check shall be to "Yeroushalmi & Associates." CAG represents and warrants that CAG
19 has authorized the payment of attorney fees and costs. CAG releases and agrees to hold harmless the
20 Released Parties with regard to any issue concerning the allocation or distribution of the amount paid
21 under this section. Yeroushalmi & Associates shall provide its address and federal tax identification
22 number to International prior to such payment.

23 6. PRECLUSIVE EFFECT OF CONSENT JUDGMENT

24 6.1 Entry of Judgment. It is the Parties' intent that entry of judgment by the Court
25 pursuant to this Consent Judgment, *inter alia*:

26 (a) Constitutes full and fair adjudication of all claims against Defendant,
27 including, but not limited to, all claims set forth in the Action, based upon alleged violations of
28 Proposition 65, as well as any other statute, provision of common law or any theory or issue that has

1 been or could have been asserted in the public interest or on behalf of the general public against
2 Defendant which arose from Defendant' alleged failure to provide warnings regarding exposure to
3 tobacco products, tobacco smoke, cigars, smokeless tobacco, secondhand tobacco smoke,
4 environmental tobacco smoke and exhaust from gasoline and diesel engine vehicles (and each of their
5 constituent chemicals), which may be present at its facilities and which are known to the State of
6 California to cause cancer, birth defects, and/or other reproductive harm;

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

18 7. DISPUTES UNDER THE CONSENT JUDGMENT

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

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3 David Friedman
4 Senior Staff Counsel, Labor & Employment Law
5 The Hertz Corporation
6 225 Brae Boulevard
7 Park Ridge, NJ 07656

8 With a copy to:
9 Lisa A. Cole, Esq.
10 Nixon Peabody LLP
11 2 Palo Alto Square
12 3000 El Camino Real, Suite 500
13 Palo Alto, California 94306-2106

14 9. INTEGRATION

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

27 10. COMPLIANCE WITH REPORTING REQUIREMENTS

28 10.1 Reporting Forms; Presentation to Attorney General. The Parties agree to comply with
the reporting form requirements referenced in Health and Safety Code section 25249.7, subdivision
(f). Therefore, Plaintiff shall present this Consent Judgment to the California Attorney General's
office upon receiving all necessary signatures.

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11. COUNTERPARTS

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

12. WAIVER

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

13. AMENDMENT

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

14. SUCCESSORS

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

15. CHOICE OF LAWS

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

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16. NO ADMISSIONS

16.1 Settlement Cannot Be Used as Evidence. This Consent Judgment has been reached by the Parties to avoid the costs of prolonged litigation. By entering into this Consent Judgment, neither Plaintiff nor Defendant admits any issue of fact or law, including any violations of Proposition 65 or any other law. The settlement of claims herein shall not be deemed to be an admission or concession of liability or culpability by any Party, at any time, for any purpose. Neither this Consent Judgment, nor any document referred to herein, nor any action taken to carry out this Consent Judgment, shall be construed as giving rise to any presumption or inference of admission or concession by Defendant as to any fault, wrongdoing or liability whatsoever. Neither this Consent Judgment, nor any of its terms or provisions, nor any of the negotiations or other proceedings connected with it, nor any other action taken to carry out this Consent Judgment, by any of the Parties hereto, shall be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to enforce this Consent Judgment, to defend against the assertion of the Released Claims or as otherwise required by law.

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17. REPRESENTATION

17.1 Construction of Consent Judgment. Plaintiff and Defendant 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.

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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.

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Dated: August 16, 2010

CONSUMER ADVOCACY GROUP, INC.

By *Lyn H. Marcus*
Consumer Advocacy Group, Inc.
Name: Lyn H. Marcus
Its: _____

Dated: _____, 2010

THE HERTZ CORPORATION

By _____
Name: _____
Its: _____

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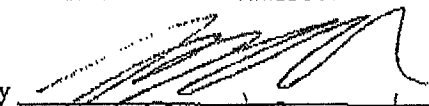
Dated: _____, 2010

CONSUMER ADVOCACY GROUP, INC.

By _____
Consumer Advocacy Group, Inc.
Name: _____
Its: _____

Dated: _____, 2010

THE HERTZ CORPORATION

By 
Name: David B Friedman
Its: Senior Staff Counsel

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Approved as to form:

Dated: March _____, 2010

YEROUSHALMI & ASSOCIATES

By _____
Reuben Yeroushalmi
Attorneys for Consumer Advocacy
Group, Inc.

Dated: August 16, 2010

NIXON PEABODY LLP

By Lisa A. Cole
Lisa A. Cole
Attorneys for The Hertz Corporation

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

Dated: _____, 2010

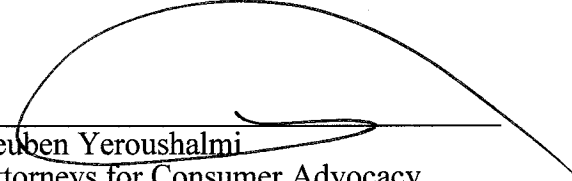
JUDGE OF THE SUPERIOR COURT

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Approved as to form:

Dated: ~~March~~ 8/16, 2010

YEROUSHALMI & ASSOCIATES

By 
Reuben Yeroushalmi
Attorneys for Consumer Advocacy
Group, Inc.

Dated: _____, 2010

NIXON PEABODY LLP

By _____
Lisa A. Cole
Attorneys for The Hertz Corporation

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JUDGE OF THE SUPERIOR COURT