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3 Telephone: (310) 623-1926
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4 Attorneys for Plaintiff
5 CONSUMER ADVOCACY GROUP, INC.

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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

11 CONSUMER ADVOCACY GROUP, INC., Case No. BC 457669
12 in the public interest,

13 Plaintiff,

[PROPOSED] CONSENT JUDGMENT

14 vs.

15 PENSKE TRUCK LEASING CO., L.P., et
16 al.,

Dept: 36
Judge: Hon. Gregory Alarcon

Complaint: March 21, 2011

17 Defendants.
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20 **1. INTRODUCTION**

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

24 1.2 Settling Defendant. Penske Truck Leasing Co., L.P. ("Defendant") is a truck
25 rental company doing business in California at various locations throughout the state.

26 1.3 Covered Activity. On March 21, 2011, Plaintiff filed a Complaint for
27 Penalties, Injunction and Restitution alleging that Defendant, in its truck rental operations
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1 in California during the relevant time frame, allowed persons to smoke cigarettes and other
2 tobacco products in their rental vehicles, thereby allegedly exposing its respective
3 employees and customers, including the passengers of the vehicles they rented, to a
4 workplace or other environment in which second-hand tobacco smoke and environmental
5 tobacco smoke is present and causing the persons to inhale ambient air at the location or
6 within the vehicles which air contained tobacco smoke and its constituent chemicals
7 without first providing Proposition 65-compliant warnings to such exposed persons. The
8 Complaint also alleged that Defendant allowed customers, employees and the public to be
9 exposed to gasoline and diesel exhaust from trucks and other vehicles without first
10 providing Proposition 65-compliant warnings to such exposed persons.

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

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

23 1.6 The Consent Judgment. This Consent Judgment pertains to Plaintiff's claims
24 against Defendant as set forth in *Consumer Advocacy Group, Inc. v. Penske Truck Leasing*
25 *Co., L.P., et al.*, Los Angeles Superior Court Case No. BC457669 (the "Action") and the
26 60-Day Notice, described below, served by Plaintiff upon Defendant.

27 1.7 Plaintiff's 60-Day Notice. On or about December 27, 2010, more than sixty
28 days before filing suit in the Action, Plaintiff served Defendant with a Notice of Intent to

1 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act (the "Notice"),
2 alleging exposures to (1) Tobacco Smoke and its Constituent Chemicals and (2) Gasoline
3 and Diesel Engine Exhaust from Trucks and Other Vehicles. With regard to Tobacco
4 Smoke, the Notice stated, among other things, that Plaintiff believed Defendant had
5 violated Proposition 65 by knowingly and intentionally exposing its consumers, customers,
6 and employees in California, as well as the public, to the Proposition 65-listed chemicals
7 found in tobacco products, tobacco smoke, cigars and smokeless tobacco. Among the
8 Proposition 65 chemicals identified by Plaintiff in the Notice were tobacco products,
9 tobacco smoke, cigars and smokeless tobacco (and their constituent chemicals, including
10 Acetaldehyde, Acetamide, Acrylonitrile, 4-Aminobiphenyl, (4-Aminodiphenyl), Aniline,
11 Ortho-Anisidine, Arsenic (inorganic arsenic compounds), Benz[a]anthracene, Benzene,
12 Benzo[b]fluoranthene, Benzo[j]fluoranthene, Benzo[k]fluoranthene, Benzo[a]pyrene,
13 1,3-Butadiene, Cadmium, Captan, Chromium (hexavalent compounds), Chrysene,
14 Dichlorodiphenyltrichloroethane (DDT), Dibenz[a,h]acridine, Dibenz[aj]acridine,
15 Dibenz[a,h]anthracene, 7H-Dibenzo[c,g]carbazole, Dibenzo[a,e]pyrene,
16 Dibenzo[a,h]pyrene, Dibenzo[a,i]pyrene, Dibenzo[a,1]pyrene, 1,1-Dimethylhydrazine
17 (UDMH), Formaldehyde (gas), Hydrazine, Lead and lead compounds, 1-Naphthylamine,
18 2-Naphthylamine, Nickel and certain nickel compounds, 2-Nitropropane, N-Nitrosodi-n-
19 butylamine, N-Nitrosodiethanolamine, N-Nitrosodiethylamine,
20 N-Nitrosomethylethylamine, N-Nitrosomorpholine, N-Nitrosornicotine,
21 N-Nitrosopiperidine, N-Nitrosopyrrolidine, Ortho-Toluidine, Tobacco Smoke, Urethane
22 (Ethyl carbamate), Arsenic (inorganic Oxides), Cadmium, Carbon disulfide, Carbon
23 monoxide, Nicotine, and Toluene. With regard to Gasoline and Diesel Engine Exhaust,
24 the Notice stated, among other things, that Plaintiff believed Defendant had violated
25 Proposition 65 by knowingly and intentionally exposing its consumers, customers and
26 employees, as well as the public, to the Proposition 65-listed chemicals found in exhaust
27 from gasoline and diesel engine vehicles. Among the Proposition 65 chemicals identified
28 by Plaintiff in the Notice were Acetaldehyde, Acrylonitrile, Arsenic (inorganic arsenic

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

19 1.8 Purpose of Consent Judgment. In order to avoid continued and protracted
20 litigation, CAG and Defendant (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 without limitation issues relating to all Noticed Chemicals raised
23 by the Notice and the Action, pursuant to the terms and conditions described herein. In
24 entering into this Consent Judgment, the Parties recognize that this Consent Judgment is a
25 full and final settlement of all claims that were raised or could have been raised in the
26 Notice or the Action related to: (1) the Noticed Chemicals in tobacco products, tobacco
27 smoke, cigars, smokeless tobacco, secondhand tobacco smoke and environmental tobacco
28 smoke (and each of their constituent chemicals) and (2) the Noticed Chemicals in exhaust

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

7 1.9 No Admission. Defendant disputes that it has violated Proposition 65 as
8 described in the Notice and the Action and that it has any liability whatsoever based on any
9 of the facts or claims asserted in the Notice or the Action. Plaintiff disputes Defendant's
10 defenses.

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

16 1.10 Effective Upon Final Determination. Defendant's 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 each
20 of their constituent chemicals) and environmental tobacco smoke and exhaust from
21 gasoline and diesel engine vehicles (and each of their constituent chemicals), and that this
22 Consent Judgment will have *res judicata* and/or collateral estoppel effect to the fullest
23 extent allowed by law with regard to alleged violations of Proposition 65 by Defendant.

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.

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1 agrees to post consumer warnings pursuant to Proposition 65 regarding potential
2 exposures, if it has not already done so. The following warning shall be prominently
3 displayed at or near the point of sale where rental car transactions take place:

4 **PROPOSITION 65 WARNING:**

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

7 Tobacco Smoke Is Not Permitted in Rental Vehicles, Though It May Be
8 Present Near Rental Facilities. Tobacco Smoke Contains Chemicals
9 Known to the State of California to Cause Cancer and Birth Defects or
Other Reproductive Harm.

10 The Parties acknowledge that, at certain locations, circumstances may arise which prevent
11 Defendant from controlling where, when, and how signs are displayed and whether signs
12 can be maintained in the locations initially selected by Defendant. By way of example,
13 some airports take the position that they have the right to control the placement, non-
14 placement and removal of signs at and near rental car counters. Defendant shall use
15 reasonable efforts to post the warning signs at each of the rental facilities in California
16 under their respective ownership, management, or operation, but if a third party prevents it
17 from doing so, Defendant will be deemed to have satisfied its obligations under this
18 Consent Judgment by promptly notifying Plaintiff of the situation.

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

25 3.3 Compliance. Defendant's compliance with paragraphs 3.1 and 3.2 is deemed
26 to fully satisfy Defendant's obligations under Proposition 65 with respect to any exposures
27 and potential exposures to Noticed Chemicals in all respects and to any and all person(s)
28 and entity(ies).

1 claims arising from consumer product, environmental, and occupational exposures to the
2 Noticed Chemicals, wherever occurring and to whomever occurring, through and including
3 the date upon which the Judgment becomes final; and (b) the Released Parties' continuing
4 responsibility to provide the warnings mandated by Proposition 65 with respect to the
5 Noticed Chemicals.

6 4.2 Releases.

7 (a) Release by Plaintiff in the Public Interest. Except for such rights and
8 obligations as have been created under this Consent Judgment, Plaintiff, "in the public
9 interest" as that phrase is understood pursuant to Health and Safety Code section 25249.7,
10 subd. (d), with respect to the matters regarding the Noticed Chemicals alleged in the
11 Notice and the Action, does hereby fully, completely, finally and forever release,
12 relinquish and discharge Defendant and its respective past, present, and future owners,
13 lessors, sublessors, managers and operators of, and any others with any interest in
14 Defendant's facilities in California, their past, present, and future officers, directors,
15 shareholders, affiliates, agents, principals, employees, attorneys, parents, subsidiaries,
16 owners, sister-or other related entities, and successors and assigns (the "Released Parties")
17 of and from all claims, actions, causes of action, demands, rights, debts, agreements,
18 promises, liabilities, damages, accountings, costs and expenses, that were or could have
19 been asserted in the public interest in the Complaint against the Released Parties, arising in
20 whole or in part, directly or indirectly, out of any fact or circumstance that was or could
21 have been asserted in the public interest in the Complaint occurring prior to the date upon
22 which the Consent Judgment becomes final, relating to alleged violations of Proposition 65
23 by the Released Parties and their respective agents, servants and employees, being
24 hereinafter referred to as the "Released Claims." Notwithstanding the foregoing, this
25 Consent Judgment does not provide a release for any of the other corporations or entities
26 that received a sixty-day notice regarding alleged violations of Proposition 65 for exposure
27 to second-hand smoke as issued by Plaintiff in or around December 2010. The Released
28 Claims include all allegations made, or that could have been made, by Plaintiff in the

1 public interest with respect to the Noticed Chemicals relating to Proposition 65.

2 (b) Release by Plaintiff. Except for such rights and obligations as have
3 been created under this Consent Judgment, Plaintiff, for and on its own behalf, with
4 respect to the matters regarding the Noticed Chemicals alleged in the Notices and the
5 Action, does further hereby fully, completely, finally and forever release, relinquish and
6 discharge the Released Parties of and from all claims, actions, causes of action, demands,
7 rights, debts, agreements, promises, liabilities, damages, accountings, costs and expenses,
8 whether known or unknown, suspected or unsuspected, of every nature whatsoever that
9 Plaintiff has or may have against the Released Parties, arising in whole or in part, directly
10 or indirectly, out of any fact or circumstance occurring prior to the date upon which the
11 Consent Judgment becomes final, relating to alleged violations of Proposition 65 or any
12 other violation by the Released Parties and their respective agents, servants and employees,
13 being hereinafter referred to as the "Released Claims." Notwithstanding the foregoing, this
14 Consent Judgment does not provide a release for any of the other corporations or entities
15 that received a sixty-day notice regarding alleged violations of Proposition 65 for exposure
16 to second-hand smoke as issued by Plaintiff in or around December 2010. The Released
17 Claims include all allegations made, or that could have been made, by Plaintiff with
18 respect to the Noticed Chemicals relating to Proposition 65 or otherwise.

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

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

27 Plaintiff waives and relinquishes all of the rights and benefits that Plaintiff has, or
28 may have, under Civil Code section 1542 (as well as any similar rights and benefits which

1 it may have by virtue of any statute or rule of law in any other state or territory of the
2 United States). Plaintiff acknowledges that it may hereafter discover facts in addition to,
3 or different from, those which it now knows or believes to be true with respect to the
4 subject matter of this Consent Judgment and the Released Claims, but that notwithstanding
5 the foregoing, it is Plaintiff's intention to fully, finally, completely and forever settle and
6 release all Released Claims, and that in furtherance of such intention, the release here
7 given shall be and remain in effect as a full and complete general release, notwithstanding
8 the discovery or existence of any such additional or different facts.

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

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

19 4.5 No Further Force and Effect. Plaintiff and Defendant hereby request that
20 this Court enter judgment pursuant to this Consent Judgment. In the event that:

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

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

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

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

4 5.1 Payment in Lieu of Civil Penalties. Within 30 (thirty) days of the approval
5 of this Consent Judgment, Defendant shall pay CAG \$21,000 in lieu of civil penalties.
6 Payment shall be to "Consumer Advocacy Group, Inc." CAG will use the payment for
7 such projects and purposes related to environmental protection, worker health and safety,
8 or reduction of human exposure to hazardous substances (including administrative and
9 product testing costs arising from such projects), as CAG may choose. CAG shall provide
10 its address and federal tax identification number to Defendant prior to such payment.

11 5.2 Payment to Yeroushalmi & Associates. Within 30 (thirty) days of the
12 approval of this Consent Judgment, Defendant shall pay CAG \$45,500 for its attorney fees
13 and costs incurred in this matter. The check shall be to "Yeroushalmi & Associates." CAG
14 represents and warrants that CAG has authorized the payment of attorney fees and costs.
15 CAG releases and agrees to hold harmless the Released Parties with regard to any issue
16 concerning the allocation or distribution of the amount paid under this section.
17 Yeroushalmi & Associates shall provide its address and federal tax identification number
18 to Defendant prior to such payment.

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

20 6.1 Entry of Judgment. It is the Parties' intent that entry of judgment by the
21 Court pursuant to this Consent Judgment, *inter alia*:

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

1 of their constituent chemicals) and exhaust from gasoline and diesel engine vehicles (and
2 each of their constituent chemicals), which may be present at its facilities and which are
3 known to the State of California to cause cancer, birth defects, and/or other reproductive
4 harm;

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

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

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

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

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

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

12 If to Defendant Penske Truck Leasing Co., L.P.:

13 Kristin T. Morgan, Esq.
14 Penske Truck Leasing Co., L.P.
15 Route 10 – Green Hills
16 P.O. Box 563
17 Reading, PA 19603
18 Fax: (610) 775-6330

19 With a copy to:

20 Bonnie Allyn Barnett, Esq.
21 Drinker Biddle & Reath LLP
22 One Logan Square, Suite 2000
23 Philadelphia, PA 19103
24 Fax: (215) 988-2757

25 If to CAG:

26 Consumer Advocacy Group, Inc.
27 c/o Reuben Yeroushalmi
28 Yeroushalmi & Associates
9100 Wilshire Blvd., Ste. 610E
Beverly Hills, CA 90212
Fax: (310) 623-1930

10. INTEGRATION

10.1 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

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

12 **11. COMPLIANCE WITH REPORTING REQUIREMENTS**

13 11.1 Reporting Forms; Presentation to Attorney General. The Parties agree to
14 comply with the reporting form requirements referenced in Health and Safety Code section
15 25249.7, subdivision (f). Therefore, Plaintiff shall present this Consent Judgment to the
16 California Attorney General's office upon receiving all necessary signatures.

17 **12. COUNTERPARTS**

18 12.1 Counterparts. This Consent Judgment may be signed in counterparts and
19 shall be binding upon the Parties hereto as if all of said Parties executed the original
20 hereof. A facsimile or PDF signature shall be as valid as the original.

21 **13. WAIVER**

22 13.1 No Waiver. No waiver by any party hereto of any provision hereof shall be
23 deemed to be a waiver of any other provisions hereof or of any subsequent breach of the
24 same or any other provision hereof.

25 **14. AMENDMENT**

26 14.1 In Writing. This Consent Judgment cannot be amended or modified except
27 by a writing executed by the Parties hereto that expresses, by its terms, an intention to
28 modify this Consent Judgment.

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15. SUCCESSORS

15.1 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.

16. CHOICE OF LAWS

16.1 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.

17. NO ADMISSIONS

17.1 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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18. REPRESENTATION

18.1 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.

19. AUTHORIZATION

19.1 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.

Dated: 7/11 2011

CONSUMER ADVOCACY GROUP, INC.

By 
Consumer Advocacy Group, Inc.
Name: MICHEL SASSOON
Its: Executive director

Dated: JUNE 24, 2011

PENSKE TRUCK LEASING CO., L.P.

By 
Name: DON MIKES
Its: VP, RENTAL

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1 Approved as to form:

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3 Dated: September 26, 2011

YEROUSHALMI & ASSOCIATES

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By

~~Reuben Yeroushalmi~~
Attorneys for Consumer Advocacy Group,
Inc.

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8 Dated: July 11, 2011

DRINKER BIDDLE & REATH, LLP

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By

Bonnie Allyn Barnett
Bonnie Allyn Barnett
Fey Epling
Attorneys for Penske Truck Leasing Co.,
L.P.

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

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Dated: _____, 2011

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THE HONORABLE
JUDGE OF THE SUPERIOR COURT