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ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT  
By Yolanda Estrada Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ALAMEDA

PEOPLE OF THE STATE OF CALIFORNIA,  
  
Plaintiff,  
  
vs.  
E-Z RENT-A-CAR LLC, a Delaware company,  
(d/b/a "E-Z Rent-A-Car");  
  
E-Z RENT-A-CAR GROUP HOLDING, LLC, a  
Delaware company;  
  
ADVANTAGE OPCO, LLC, a Delaware  
company (d/b/a "Advantage Rent A Car").  
  
Defendants.

Case No.: **RG19014872**

STIPULATED FINAL JUDGMENT AND  
PERMANENT INJUNCTION

Plaintiff, the PEOPLE OF THE STATE OF CALIFORNIA (hereinafter, "the People"), represented by, Xavier Becerra, Attorney General of California, by Michael Elisofon, Supervising Deputy Attorney General, and Sarah E. Kurtz, Deputy Attorney General; Nancy E. O'Malley, District Attorney of Alameda County, by Alyce C. Sandbach, Deputy District Attorney, and Matthew L. Beltramo, Assistant District Attorney; and Stephen M. Wagstaffe, District Attorney of San Mateo County, by John E. Wilson, Deputy District Attorney in Charge; and Defendant E-Z RENT-A-CAR LLC, a Delaware company (d/b/a "E-Z Rent-A-Car"), Defendant E-Z RENT-A-CAR GROUP HOLDING, LLC, a Delaware company, and Defendant ADVANTAGE OPCO, LLC, a Delaware company (d/b/a "Advantage Rent A Car"), collectively referred to as "Defendants" and collectively represented by Latham & Watkins, LLP, by Robert E. Sims and Katherine Larkin-Wong, having agreed to entry of this Stipulated Final Judgment and Permanent Injunction ("Stipulated Final Judgment" or "JUDGMENT") without the taking of proof and without the Stipulated Final Judgment constituting evidence of or an admission by any party regarding any issue of fact or law alleged in the Complaint, and Defendants having waived the right to appeal, and good cause appearing,

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Court has jurisdiction over the parties and subject matter of this case;
2. Venue is proper in the Alameda County Superior Court;
3. The Attorney General of California and the District Attorneys for the Counties of Alameda and San Mateo have the authority under the laws of the State of California to bring this action for the protection of the People of the State of California;

**INJUNCTIVE RELIEF**

4. For purposes of this Stipulated Final Judgment, the following definitions apply:
  - A. "E-Z RENT-A-CAR" refers collectively to Defendants E-Z Rent-A-Car, LLC, and E-Z Rent-A-Car Group Holding, LLC, both of which are Delaware companies, headquartered in Florida, at 2003 McCoy Rd, Orlando, Florida 32809, and to any and all related or subsidiary corporations or business entities through which E-Z Rent-A-Car, LLC or E-Z Rent-A-Car Group Holding, LLC, may transact business;
  - B. "ADVANTAGE RENT A CAR" refers to Defendant Advantage OpCo, LLC, a Delaware Corporation with headquartered at 2003 McCoy Road in Orlando, Florida, and to any and all related or subsidiary corporations or business entities through which Advantage OpCo LLC, may transact business;
  - C. "ADVANTAGE/EZ" or "THE COMPANY" refers to the joint company formed after the June 1, 2015, merger between EZ RENT-A-CAR and ADVANTAGE RENT A CAR, and to any and all related or subsidiary

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corporations or business entities through which the joint company may transact business;

D. "EFFECTIVE DATE OF JUDGMENT" means the date this judgment is signed by a judge of the Superior Court;

E. "PROGRAM SELLER" means any automobile manufacturer (e.g., General Motors, Toyota, etc.) who sells cars to rental car companies, including Defendants, pursuant to any agreement whereby the automobile manufacturer agrees to repurchase the cars from a rental car company at a set depreciated value, provided the vehicle is returned in a specified time period and in the contracted condition;

F. "MATERIAL DAMAGE" as used herein shall mean structural damage to the frame or material damage to the drive train of a vehicle. Nothing in this definition shall be construed to relieve Defendants of any other disclosure obligation imposed by law.

G. "DISPOSAL" as used herein means the sale or other disposition of a rental car pursuant to an agreement with a PROGRAM SELLER, through an automobile auction or, in the event Defendants choose to do so in the future, directly to a consumer.

5. Pursuant to Business & Professions Code sections 17203 and 17535, Defendants and all of them, their employees, agents, officers, directors, managers, representatives, subsidiaries, successors, parent corporations or entities, and all persons or entities who are acting in concert with or at the direction of any of these entities or individuals and with actual or constructive knowledge of this Stipulated Final

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Judgment are permanently enjoined and restrained from directly or indirectly doing any of the following acts or practices:

A. With respect to rental cars or rental car agreements that originate from locations in the State of California, violating the provisions of California Civil Code sections 1939.01, et seq. (previously codified at Civil Code section 1936), including as those provisions may be amended or re-codified in the future.

Those provisions include but are not limited to:

- i. Section 1939.05(b) (previously codified at Civil Code section 1936(c) and (d)), pertaining to the obligation of rental car companies to pass along discounts, price reductions or price adjustments on parts and labor;
- ii. Section 1939.07(a) (previously codified at Civil Code section 1936(d)(3)), requiring that a claim resulting from damage or loss to a rental vehicle shall be reasonably and rationally related to the actual loss incurred, and further requiring rental car companies to mitigate damages where possible and not to assert or collect a claim for physical damage which exceeds the actual costs of the repairs performed or the estimated cost of repairs (if the company in question chooses not to repair the vehicle), including all discounts and price reductions;
- iii. Section 1939.05(d) (previously codified at Civil Code section 1936(c)(6)), setting forth the maximum amount that can be charged as an “administrative charge.” For purposes of compliance with this statute, any maximum allowable administrative charge is deemed to

1 include any and all "appraisal fees" and all costs incurred by  
2 Defendants related to the loss of use of a damaged rental car. Except  
3 as otherwise stated herein, and subject to any future changes in  
4 applicable law, Defendants shall not charge for "loss of use" in any  
5 demand for payment covered by the terms of this paragraph;

6  
7 iv. Section 1939.09(c)(2) (previously codified at Civil Code section  
8 1936(g)(2)), requiring, inter alia, that rental car companies: orally  
9 disclose to renters (except those who are participants in the rental  
10 company's membership program) that a damage waiver may be  
11 duplicative of coverage that the renter maintains under his or her own  
12 policy of motor vehicle insurance; demonstrate a renter's receipt of the  
13 oral disclosure by obtaining the renter's acknowledgement near that  
14 part of the contract where the renter indicates, by the renter's own  
15 initials, his or her acceptance or declination of the damage waiver; and  
16 include in rental contracts a clear and conspicuous written disclosure  
17 that the damage waiver may be duplicative of coverage that the  
18 customer maintains under his or her own policy of motor vehicle  
19 insurance.

20 B. With respect to bills, charges or demands sent to any person who is a resident of  
21 the State of California, as determined by the address to which any bill, charge or  
22 demand letter is sent, engaging in any of the following conduct:

23 i. Charging, seeking to collect or collecting reimbursement for damage  
24 to a rental car based on estimated costs of repair unless (a) the estimate  
25 incorporates all discounts and price reductions or adjustments that are  
26 or will be received by Defendants or (b) Defendants promptly credit or  
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refund any such discounts and price reductions or adjustments to the renter;

ii. Charging, seeking to collect or collecting reimbursement for sales tax that is or may be added to automobile parts or other tangible items used to repair a rental car *unless* Defendants have actually paid such sales tax to the repair facility and Defendants seek reimbursement for no more than the actual sales tax that they paid; or

iii. Charging, seeking to collect or collecting reimbursement for damage to a rental car that occurred outside the period of the rental agreement, i.e., prior to or after the rental period.

Nothing in this subparagraph shall be interpreted as applying Civil Code sections 1939.01, et seq., as a general matter, to Defendants' business practices with respect to rental cars or rental car agreements originating in states other than California.

C. In addition, with respect to the DISPOSAL of rental cars located in the State of California at the time of DISPOSAL or involved in collisions in the State of California and thereafter transported to another state for repair or DISPOSAL, Defendants shall:

- i. disclose to PROGRAM SELLERS any and all known vehicular damage that Defendants are contractually obligated to disclose; and
- ii. otherwise disclose all known MATERIAL DAMAGE with respect to any other DISPOSAL.

6. Nothing in Paragraph 5.A. of this JUDGMENT shall be construed as preventing

1 Defendants from agreeing with a renter, in conformity with Civil Code section  
2 1939.03(a), that he or she will be responsible for “physical or mechanical damage to  
3 the rented vehicle up to its fair market value, as determined by the customary market  
4 for the sale of that vehicle, resulting from collision regardless of the cause of the  
5 damage” or, with respect to a total loss vehicle, from basing a claim on the “value  
6 established in accordance with procedures that are customarily used by insurance  
7 companies when paying claims on total loss vehicles, less the proceeds from  
8 salvaging the vehicle, if those proceeds are retained by the rental company,” as set  
9 forth in Civil Code section 1939.07(a).  
10

11 7. In the event of any future amendments to California Civil Code sections 1939.01, et  
12 seq. that are or may be pertinent to the injunctive provisions set forth in Paragraph  
13 5.A., supra, Defendants shall be permitted to change their practices consistent with  
14 the change in statute, provided such changed practices do not otherwise result in a  
15 violation of another law, statute or regulation. Defendants shall provide prior written  
16 notice to the People of any such amendment and the expected change in business  
17 practice. This notice requirement shall not preclude Defendants from adopting any  
18 otherwise lawful change in business practice immediately after so notifying the  
19 People. The failure, if any, of the People to respond to any such notice shall not be  
20 construed as a waiver of rights or a reflection of opinion regarding the lawfulness of  
21 any change in business practice.

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23 8. Nothing in this Stipulated Final Judgment shall relieve Defendants of the obligation  
24 to follow any applicable law or statute.  
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1 **COMPLIANCE**

2 9. Defendants shall create and implement a policy or other training materials written in  
3 plain English that adequately sets forth practices and procedures for compliance with  
4 the injunctive terms of the Stipulated Final Judgment. For purposes of this  
5 Stipulated Judgment only, this policy or other training materials shall be referred to  
6 as the "Compliance Policy." The Compliance Policy shall also include appropriate  
7 practices and procedures for training relevant employees, reporting violations, and  
8 disciplinary action for violations. A copy of the Compliance Policy shall be  
9 provided to counsel for the People within thirty (30) days of the EFFECTIVE DATE  
10 OF JUDGMENT.

11 10. Within thirty (30) days of the EFFECTIVE DATE OF JUDGMENT, Defendants  
12 shall:

13  
14 A. Distribute the Compliance Policy and a copy of the injunctive terms set forth  
15 in this Stipulated Final Judgment to the following individuals: All of  
16 Defendants' executive officers, including the Chief Executive Officer, the  
17 Chief Financial Officer, Chief Administrative Officer, the President, and all  
18 senior vice presidents;

19 B. Distribute the Compliance Policy to the following individuals:

20  
21 i. The Executive, Manager or Supervisor in charge of Defendants' Account  
22 at any independent risk management company or other outside  
23 organization that handles claims related to damaged rental vehicles on  
24 behalf of Defendants;

25 ii. To the extent Defendants maintain an internal risk management  
26 department, all managers and employees of any such department. As used  
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herein "risk management department" means any department that handles or processes claims related to damaged rental cars; and

- iii. Defendants' regional vice presidents with responsibility for any facility or location in California.
- iv. any corporate managers responsible for reporting damage to PROGRAM CARS;
- v. any corporate managers responsible for ensuring that MATERIAL DAMAGE is documented in Defendants' internal fleet management software;
- vi. any corporate managers responsible for ensuring that MATERIAL DAMAGE is reported at the time of DISPOSAL.

B. Any newly-hired director, officer, manager or employee shall be provided with a copy of the pertinent document(s) within a reasonable period of time, not to exceed thirty (30) days from the date he or she is hired into one of the job categories described above.

11. Each of Defendants' executives, managers or employees who receives a copy of the Compliance Policy and the injunctive provisions of this Stipulated Final Judgment shall sign a form stating that he or she has received, read and understood them. Defendants shall retain copies of these forms for a period of four (4) years after creation. For a period of five (5) years following the date of entry of this judgment and, upon request by the People, Defendants shall furnish any such record within thirty (30) days after the request is made, unless another date is agreed upon in writing.

1 12. In addition to the foregoing, Defendants shall appoint an executive-level employee  
2 whose responsibility shall include ensuring compliance with the terms of this  
3 Judgment and the Company Compliance Policy (“Company Compliance Manager”).  
4 The Company Compliance Manager shall report directly to the company CEO. He  
5 or she shall have the following duties and responsibilities:

- 6 A. Ensuring compliance with the injunctive terms of this Stipulated Final  
7 Judgment;
- 8 B. Ensuring that the Compliance Policy is distributed to the necessary parties  
9 and employees, and maintaining proof of such distribution;
- 10 C. For five years following the entry of this judgment and, upon request by the  
11 People, furnishing any record demonstrating compliance with Paragraphs 9-  
12 11 of this JUDGMENT within thirty (30) days after the request is made,  
13 unless another date is agreed upon in writing;
- 14 D. To the extent Defendants choose to handle claims related to damaged rental  
15 cars through an internal risk management department, regularly monitoring  
16 the risk Management Department to ensure compliance with the injunctive  
17 terms of this Stipulated Final Judgment; and
- 18 E. Preparing reports that describe and confirm Defendants’ compliance with  
19 the terms of this JUDGMENT. Said reports shall be prepared on a bi-annual  
20 basis for the first two years following the EFFECTIVE DATE OF  
21 JUDGMENT, and annually for the next three years thereafter. These reports  
22 shall not be publicly available documents, but shall be provided to counsel  
23 for the People automatically. Defendants shall provide the People with any  
24 information and materials reasonably requested in connection with  
25 Defendants’ compliance reporting.  
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**DIRECT REFUNDS TO CONSUMERS AND ADDITIONAL SUPPLEMENTAL FUND**

13. Refunds: It being impractical and unduly burdensome to determine whether and to what extent qualifying individual consumers may have been impacted by the conduct and practices at issue in this Stipulation and Judgment, Defendants have agreed and are hereby ordered to pay cash refunds, on a dollar-for-dollar basis, to all Refund Eligible Recipients, as that term is defined below. Such refunds are anticipated to total four hundred twenty-six thousand six hundred eighty-six dollars and twenty-nine cents (\$426,686.29) (hereinafter the “Anticipated Refund Amount”). Under no circumstances shall these funds, or any portion thereof, revert to Defendants.

- A. Refund Eligible Recipients: As used herein, the term “Refund Eligible Recipients” means any individual who, at any time between January 1, 2011 and February 15, 2016, made payments to Defendants in connection with a damage claim for a car rented at or from a location in the State of California.
- B. Appointment of Refund Coordinator: On or before the date of entry of judgment, Defendants shall appoint an executive level person to be responsible for overseeing the refund program (hereinafter the “Refund Coordinator”). Defendants shall provide the name and job title of the Refund Coordinator to the People on or before the date of entry of judgment. As used herein, “Refund Coordinator” shall also include any employees or staff overseen by the Refund Coordinator.
- C. Optional Use of Claims Administrator: The Refund Coordinator shall be permitted to employ the services of a third-party claims administrator (hereinafter a “Refund Claims Administrator”) to coordinate, administer or assist in the coordination or administration of refunds. Any act that is required to be performed by the Refund Coordinator in connection with the

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payment of refunds pursuant to this paragraph may be delegated to the Refund Claims Administrator, provided that the Refund Coordinator has ultimate responsibility for insuring the terms of the refund program are carried out. In the event the Refund Coordinator elects to use the services of a third-party claims administrator:

- i. The People shall be given reasonable advance notice of the name, address and contact information for the Refund Claims Administrator. In the event the People object to the selection of Refund Claims Administrator, the parties shall promptly meet and confer to resolve the objection, the court retaining jurisdiction to intervene if necessary; and
- ii. Defendants shall pay all fees and costs associated with the use of a Refund Claims Administrator and such fees and costs shall not diminish the Anticipated Refund Amount.

C. Issuance of Refund Checks: Within sixty (60) days of the date of entry of judgment, the Refund Coordinator shall:

- i. Generate a list of all Refund Eligible Consumers using best efforts and reasonable diligence, including each person's name, last known mailing address and email address. Said list shall be made available for review by the People, upon request;
- ii. Generate checks for each Refund Eligible Consumer in an amount equivalent to the full amount paid to Defendants by such individual, respectively; and
- iii. Send the refund checks, along with a cover letter described below, via U.S. mail to each Refund Eligible Recipient at his or her last known

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address. Refund checks shall be good for one hundred and eighty (180) days from the date of mailing.

D. Undeliverable Checks: In the event any refund checks are returned undeliverable, the Refund Coordinator shall take reasonable steps to locate an updated and correct mailing address for each such individual, including as necessary, a public records search via the internet and other publicly available databases. If an updated address is located through this process or provided by the People, the Refund Coordinator shall ensure that the refund check is promptly sent to the updated address.

E. Cover Letter and Email: Each refund check shall be accompanied by a cover letter, explaining in plain English that: (a) the consumer is receiving a refund for money paid in connection with a damage claim on a car rented from Defendants, (b) the refund is being made in connection with a stipulated judgment in this matter, and (c) the check is only good (i.e., must be deposited, cashed or negotiated) for 180 days. Each cover letter shall include a telephone number that the consumer can call to speak to a live representative of Defendants, but shall not otherwise contain advertisement or promotional material. Defendants shall provide a copy of the cover letter to the People prior to initiating the process set forth above. No release of liability shall be required in connection with the acceptance of a refund check. In addition to the Cover Letter, contemporaneously with the mailing of refund checks, Defendants shall also send an email to all available email addresses for each Refund Eligible Recipient, stating all of the same information required of the Cover Letter and advising the recipient that he or she will be receiving a refund. The subject line of the email shall read "Refund For Damage Claim To EZ Rental Car."

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F. Accounting: No later than 300 days following the date of entry of judgment, the Refund Coordinator shall oversee an accounting. At a minimum, the accounting shall show: (a) the total number of consumers to whom refund checks were mailed; (b) the total dollar amount of the refund checks that were mailed; and (c) the total dollar amount of refund checks that were returned undeliverable or that went uncashed for more than 180 days. This accounting shall be provided to the People and shall be accompanied by a declaration signed under penalty of perjury by the Refund Coordinator attesting to its accuracy to the best of his or her knowledge. The declaration may be made on information and belief.

G. Unclaimed Refunds: When directed by the People after the accounting procedure set forth above, Defendants shall transfer any unclaimed restitution from the Refund Program to the State Controller’s Office in accordance with California’s Unclaimed Property Law, so that it may be claimed by the appropriate Refund Eligible Consumers. As used in this paragraph, “unclaimed restitution” shall be equal to the difference, if any, between the Anticipated Refund Amount (\$426,686.29) and the total amount of refund checks that were actually delivered and cashed. For purposes of clarification, unclaimed restitution shall specifically include the total amount of undeliverable and uncashed refund checks, as well as any additional refunds that went unpaid for any other reason.

14. Supplemental Fund: No later than sixty (60) business days following the date of entry of judgment, Defendants shall transmit to the People a cashier’s check or company check in the amount of five hundred seventy-three thousand three hundred thirteen dollars and seventy-one cents (\$573,313.71). This check shall be made payable to “California Attorney General’s Office” and shall be delivered care of

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Matthew Beltramo, District Attorney's Office, 7677 Oakport Street, Suite 650, Oakland, CA 94621.

A. Discretion of People: The People shall have sole discretion to distribute the Supplemental Fund in a manner that furthers the interests of consumers and consumer protection. This distribution may take any (or all) of the following forms:

i. Direct Payments to Affected Consumers: The Supplemental Fund, or any portion thereof, may be used by the People as a source of payment to any consumer whom the People believe was a renter or authorized driver of a car rented from one of Defendant's California locations and may have been affected by the allegations in the Complaint, including both individuals who otherwise qualify as a Refund Eligible Consumer and those who do not. Payments to any such consumers may be made pursuant to a formula or upon any other reasonable method of calculation, at the discretion of the People, and shall be distributed in a manner and form determined by the People.

a. Claims Administrator: The People may employ the services of a third-party claims administrator (hereinafter the "Supplemental Fund Claims Administrator") to facilitate the distribution of the Supplemental Fund, or any portion thereof, to consumers. Any fees charged by the Supplemental Fund Claims Administrator shall be deducted from the Supplemental Fund, i.e., Defendants are not obligated to separately pay for the services of the Supplemental Fund Claims Administrator. The Supplemental Fund Claims Administrator shall be fully



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empowered to take reasonable steps to ensure that payments from the Supplemental Fund are made in the manner and form directed by the People.

b. List of Consumers: In furtherance of the distribution of the Supplemental Fund, Defendants shall within thirty (30) days of the EFFECTIVE DATE OF JUDGMENT, transmit to the People and the Claims Administrator an unredacted list of the name, address, last known email address (if any), and last known telephone number (if any) of any person who: (i) was the renter or authorized driver of a car rented from one of Defendant's California locations between January 1, 2011, and February 15, 2016; and (ii) who received a bill as a result of a damage claim based on that rental. Said list shall be in searchable format and shall include the total amount paid by or on behalf of each such person. Defendants shall cooperate with the People and Claims Administrator to resolve any ambiguity, uncertainty or other issues that arise as to the list.

ii. Cy Pres: In the event any claims administration process for direct payments to affected consumers results in an unpaid balance or remainder (i.e., the total amount of direct payments was less than the balance in the Supplemental Fund), including any direct payment checks that remain undeliverable or uncashed after 180 days, said remainder may convert to *cy pres* and be made payable, either in whole or part, to establish or augment any fund used for consumer protection purposes, including, but not limited to, the "Consumer Protection Prosecution Trust Fund," a trust previously created by the

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Judgment and Permanent Injunction, filed on September 21, 1989, in the case of *People v. ITT Consumer Financial Corporation* (Alameda County Superior Court Case No. 656038-0) for the purpose of enhancing the investigation, prosecution, and enforcement of consumer protection actions brought pursuant to the unfair competition statutes of the State of California.

iii. Additional Administrative Costs: At the discretion of the People, and in addition to any reasonable costs associated with the use of a Claims Administrator, the Supplemental Fund may also be used to pay for costs associated with direction, review, or analysis the People may provide in facilitating the administration of the Refund Program in an amount not to exceed fifty thousand dollars (\$50,000).

B. Other Purposes: The Supplemental Fund may be used for any other purpose approved by the Court. The People may seek such approval on an *ex parte* basis, with notice to Defendant.

15. Cessation of Collection Efforts on Unpaid Claims: As used in this paragraph, the term "UNPAID CLAIM" shall mean any outstanding and unpaid claim based on damage to a rental car that, between January 1, 2011, and March 1, 2016, was asserted against a CALIFORNIAN or any person or entity whose obligation arose from a rental agreement entered in California, in which the total claim in question exceeds the actual cost of repair (or the estimated cost of repair submitted by an automotive repair facility), less the maximum allowable administrative fee. Defendants shall immediately:

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- A. Refrain from any further efforts to attempt to collect payment on any UNPAID CLAIM;
- B. Refrain from furnishing information about the UNPAID CLAIM to any third-party for purposes of collection, including consumer-reporting agencies;
- C. Refrain from reselling, assigning or otherwise transferring the UNPAID CLAIM;
- D. Remove all tradelines placed with any consumer-reporting agency with respect to any paid or UNPAID CLAIM; and
- E. Refuse payment on any UNPAID CLAIM and, if payment is collected, use best efforts to return it.

**CIVIL PENALTIES AND INVESTIGATIVE COSTS**

16. Pursuant to Business & Professions Code sections 17203, 17206 and 17536, Defendants shall pay civil penalties and investigative costs in the total amount of three million six hundred thousand dollars (\$3,600,000) as set forth below:

- A. On or before July 31, 2019, Defendants shall pay investigative costs in the amount of three hundred thousand dollars (\$300,000), said amount to be made payable as follows:
  - i. One check in the amount of three hundred thousand dollars (\$300,000) shall be made payable to the “District Attorney of Alameda County – Costs,” said amount to be distributed by the Alameda County District Attorney’s Office pursuant to agreement among the agencies appearing in this action.

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B. Pursuant to Business and Professions Code section 17206, Defendants shall pay civil penalties in the total amount of three million three hundred thousand dollars (\$3,300,000), said amount to be made payable in accordance with Government Code section 26506 and pursuant to the schedule set forth below:

i. On or before the July 31, 2019, Defendants shall provide the following:

(a) One check in the amount of two hundred thirty-three thousand three-hundred thirty-three dollars (\$233,333) made payable to the "Alameda County, f/b/o District Attorney's Office";

(b) One check in the amount of two hundred thirty-three thousand three-hundred thirty-three dollars (\$233,333) made payable to the "San Mateo County, f/b/o District Attorney's Office"; and

(c) One check in the amount two hundred thirty-three thousand three-hundred thirty-four dollars (\$233,334) made payable to the "California Attorney General."

ii. On or before August 31, 2019, Defendants shall provide the following:

(a) One check in the amount of three hundred thirty-three thousand three hundred thirty three dollars (\$333,333) made payable to the "Alameda County, f/b/o District Attorney's Office";

(b) One check in the amount of three hundred thirty-three thousand three hundred thirty-three dollars (\$333,333) made payable to the "San Mateo County, f/b/o District Attorney's Office"; and

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(c) One check in the amount three hundred thirty-three thousand three hundred thirty-four dollars (\$333,334) made payable to the “California Attorney General.”

iii. On or before December 31, 2019, Defendants shall provide the following:

(a) One check in the amount of five hundred thirty-three thousand three hundred thirty-four dollars (\$533,334) made payable to the “Alameda County, f/b/o District Attorney’s Office”;

(b) One check in the amount of five hundred thirty-three thousand three hundred thirty-three dollars (\$533,333) made payable to the “San Mateo County, f/b/o District Attorney’s Office”; and

(c) One check in the amount five hundred thirty-three thousand three hundred thirty-three dollars (\$533,333) made payable to the “California Attorney General.”

C. All checks and payments due under this paragraph shall be made be delivered to Matthew Beltramo, c/o District Attorney’s Office, 7677 Oakport Street, Suite 650, Oakland, CA 94621.

D. In the event Defendants or any of them fail to make or deliver timely payments as set forth above, the total amount remaining unpaid under this Stipulated Final Judgment shall immediately become due and owing.

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**RETENTION OF JURISDICTION AND OTHER TERMS**

17. Nothing in this Stipulated Judgment shall relieve Defendants of the obligation to comply with any applicable laws, statutes or regulations, including any amendments thereto.


18. Nothing in this Stipulated Final Judgment or the Stipulation for Entry of Final Judgment shall be construed to preclude Defendants from raising the applicable statute of limitations as a defense to any future legal action by the People alleging violations of law occurring after the date of entry of judgment, including any such action alleging a violation of the terms of this Judgment.

19. This Court will retain jurisdiction to allow either party to apply at any time for any orders and directions that may be necessary to understand and carry out this Stipulated Final Judgment, or to seek modification or termination of any of the injunctive terms, or to seek enforcement of any of those terms, or to obtain penalties or other punitive measures for any violations.

20. The parties will bear their own costs in this action, including any first appearance filing fees.

21. This Stipulated Final Judgment becomes effective upon entry, which is ordered forthwith. No notice of entry of judgment is required to be served upon Defendants.

Dated: 4/15/2019

  
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JUDGE OF THE SUPERIOR COURT

**Wynne Carvill**