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Original Conformed Copy
Of Original Filed
Los Angeles Superior Court

MAY 16 2008

John A. Clarke, Executive Officer/Clerk
By: I. Flores, Deputy

11 SUPERIOR COURT, STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES
13

14 Coordination Proceeding
15 Special Title (Rule (1550(b))

16 SECONDHAND SMOKE CASES

17 This Document Relates to the following cases:

18 *Consumer Advocacy Group, Inc. v. Double*
19 *Tree Hotels, et al.*, former Los Angeles County
Superior Court Case No. BC217044

20 *Consumer Advocacy Group, Inc. v. Bristol*
21 *Hotels & Resorts, et al.*, former Los Angeles
County Superior Court Case No. BC222562

22 *Consumer Advocacy Group, Inc. v. Richfield*
23 *Hospitality Services, Inc., et al.*, former Los
24 Angeles County Superior Court Case No.
BC224235

25 *Consumer Advocacy Group, Inc. v. 4DS LP, et*
26 *al.*, former Los Angeles County Superior Court
Case No. BC248369

27 *Consumer Advocacy Group, Inc. v. Hilton*
28 *Corporation, et al.*, former Los Angeles
County Superior Court Case No. BC276695

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4182

**JUDGMENT AND ORDER
APPROVING PROPOSITION 65
STIPULATED CONSENT JUDGMENT
BY CONSUMER ADVOCACY GROUP,
INC. AND HILTON HOTELS
CORPORATION**

Date Proceeding Coordinated: June 18, 2001
Trial Date: None set
Hearing: May 16, 2008
Time: 10:00 a.m.
Place: Department 307
Judge: Hon. William Highberger

1 On May 16, 2008, at 10:00 a.m., the Honorable William Highberger, in Department 307
2 of this Court, heard the Motion to Approve [Proposed] Stipulated Consent Judgment by
3 Consumer Advocacy Group, Inc. ("Plaintiff") and, Hilton Hotels Corporation ("Defendant").
4 Appearances are in the record. The Court, having considered the documents filed in connection
5 with this matter and the arguments of counsel, has arrived at the following conclusions and SO
6 ORDERS:

7 A. Plaintiff and Defendant executed a [Proposed] Stipulated Consent Judgment, which they
8 have submitted to this Court for approval pursuant to Proposition 65 (Health & Saf. Code, §§
9 25249.5, et seq.).

10 B. This Court has considered the Consent Judgment and determined that it represents a fair,
11 reasonable, and adequate settlement between Plaintiff and Defendant.

12 1. The Proposed Settlement provides that Defendant will:

- 13
- 14 • Provide Proposition 65 warnings; and
 - 15 • Pay Plaintiff \$166,250 for its attorney fees.

16 2. The court grants the Motion to Approve [Proposed] Stipulated Consent Judgment
17 by Plaintiff and Defendant in its entirety pursuant to Health and Safety Code section 25249.7,
18 subdivision (f)(4) after making the following findings.

19 a. Plaintiff followed all procedural rules in seeking approval of the Consent
20 Judgment;

21 b. The Consent Judgment requires "clear and reasonable" Proposition 65 compliant
22 warnings for extant exposures to Proposition 65-listed chemicals;

23 c. The award of \$166,250 in attorney fees and costs as set forth in the Consent
24 Judgment is appropriate and reasonable under California law given the total fees and
25 costs incurred by Plaintiff and its counsel of record in prosecuting this action as to
26 Defendant;

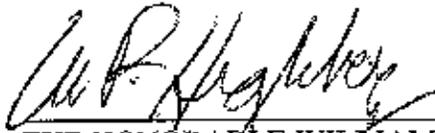
27 d. The terms of the Consent Judgment are in the public interest consistent with
28 Health and Safety Code section 25249.7, subdivision (d); and

1 e. Plaintiff adequately represented the public interest in entering into the Consent
2 Judgment.

3
4 **JUDGMENT**

- 5 1. The Court approves the [Proposed] Stipulated Consent Judgment, an executed copy of
6 which is attached as Exhibit A, as the Judgment of this Court resolving this action
7 between plaintiff, Consumer Advocacy Group, Inc., on one hand; and defendant, Hilton
8 Hotels Corporation, on the other.
9
10 2. The Court Clerk is to enter this Judgment as the Judgment of the Court as to defendant,
11 Hilton Hotels Corporation, *Doubletree Hotels, Hilton Corporation, Embassy Suites,*
12 *Red Lion Hotels, Inc, Club Hotel and Pomors Hotels Corporation. R. Y. [signature]*
13 3. Hilton Hotels Corporation is dismissed with prejudice from this action.
14 4. Except as otherwise set forth in the Consent Judgment, all parties shall bear their own
15 attorney fees and costs.

16
17 Dated: 5/16, 2008

18 

19 THE HONORABLE WILLIAM
20 HIGHBERGER JUDGE OF THE SUPERIOR
21 COURT

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17 HILTON HOTELS CORPORATION

18
19
20 SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 COUNTY OF LOS ANGELES

22 Coordination Proceeding
23 Special Title (Rule 1550(b))

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4182

24 SECONDHAND SMOKE CASES

[PROPOSED] STIPULATED CONSENT
JUDGMENT

25 This Document Relates to in the following
26 cases:

27 *Consumer Advocacy Group, Inc. v. Double
28 Tree Hotels, et al.*, formerly Los Angeles
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*Consumer Advocacy Group, Inc. v. Bristol
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222562

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Angeles County Superior Court Case No. BC
224235

*Consumer Advocacy Group v. 4DPS Alamo
Motor Lodge, Hotel Carmel, Hilton Hotel, et
al.*, formerly Los Angeles Superior Court
Case No. BC248369

*Consumer Advocacy Group v. Hilton
Corporation, et al.*, formerly Los Angeles
County Superior Court Case No. BC276695

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 Defendants. Hilton Hotels Corporation and its various wholly-owned subsidiaries (collectively, "Hilton") own the following hotel brand names used within the State of California: Hilton®, Doubletree®, Embassy Suites Hotels®, Hampton Inn®, Hampton Inn & Suites®, Hilton Garden Inn®, Hilton Grand Vacations®, Homewood Suites by Hilton® and the Waldorf-Astoria Collection® (collectively, the "Hilton Brands"). Hilton both (i) operates hotels under the Hilton Brands on its own behalf and on behalf of third-party hotel owners, and (ii) licenses third parties to independently own and operate hotels under the Hilton Brands pursuant to franchise agreements.,

1.3 Covered Properties. The properties covered by this Consent Judgment are referred to collectively as the "Covered Properties" and are identified in Exhibit A to this Consent Judgment.

1.4 Proposition 65. Health and Safety Code Sections 25249.5 et seq. ("Proposition 65") prohibits, among other things, a company consisting of ten or more employees from knowingly and intentionally exposing an individual to chemicals that are known to the State of California to cause cancer, birth defects and other reproductive harm without first providing a clear and reasonable warning to such individuals. Exposures can occur as a result of a consumer product exposure, an occupational exposure or an environmental exposure.

1.5 Proposition 65 Chemicals. The State of California has officially listed various chemicals pursuant to Health and Safety Code section 25249.8 as chemicals known to the State of California to cause cancer and/or reproductive toxicity.

1.6 Judicial Council Coordinated Proceedings. Before suing under Proposition 65, a plaintiff must first give the defendant a 60-day notice of the violations. CAG has sent 60-day notices to a number of industries, including the hotel industry,

1 throughout the State alleging violations of Proposition 65 and Section 17200 et seq. of
2 the Business and Professions Code (the "Unfair Competition Act"). The cases filed
3 subsequent to CAG's notices have been deemed complex and are proceeding in Los
4 Angeles County Superior Court as Judicial Council Coordinated Proceeding No. 4182
5 ("JCCP 4182").

6 1.7 Plaintiff's 60-Day Notices and Lawsuits. More than sixty days prior to
7 filing, CAG served documents entitled "Amended 60 Day Notice of Intent to Sue Under
8 Health & Safety Code Sections 25249.6" (the "Notices"). The Notices are attached
9 hereto as Exhibit B. The Notices state, among other things, that Plaintiff believed that
10 various hotels operated under the Hilton Brands were in violation of Proposition 65 for
11 knowingly and intentionally exposing consumers, customers, and employees of the
12 Covered Properties, as well as the public, to certain Proposition 65 listed chemicals.
13 Among those Proposition 65 noticed chemicals were tobacco products, tobacco smoke
14 and secondhand tobacco smoke (and their constituent chemicals), (collectively "Noticed
15 Chemicals"). This Consent Judgment covers only those specified Noticed Chemicals.
16 CAG subsequently filed the cases set forth on the caption of this Consent Judgment
17 ("CAG Lawsuits"). The CAG Lawsuits assert the Proposition 65 violation alleged in the
18 Notices, as well as violation of the Unfair Competition Act.

19 1.8 The Consumer Defense Group. On July 24, 2002, the McKenzie Group
20 and the Consumer Defense Group (collectively, "CDG") filed a lawsuit in the Superior
21 Court of the State of California for the County of Orange entitled *Consumer Defense*
22 *Group v. Hilton Hotels Corp*, Orange County Superior Court Case No. 02CC00113
23 naming Hilton as a defendant (the "CDG Lawsuit"). In addition to the alleged
24 Proposition 65 violations, the CDG Lawsuit includes allegations of violations of the
25 Unfair Competition Act. CDG filed an add-on petition to coordinate the CDG Lawsuit
26 with JCCP 4182, which was granted on October 2, 2002.

27 1.9 Purpose of Consent Judgment. In order to avoid continued and protracted
28 litigation, CAG and Hilton wish to resolve certain tobacco exposure issues raised by the

1 Notices and the CAG Lawsuit and the CDG Lawsuit, pursuant to the terms and
2 conditions described herein. In entering into this Consent Judgment, both CAG and
3 Hilton recognize that this Consent Judgment is a full and final settlement of all claims
4 related to tobacco products, tobacco smoke and secondhand tobacco smoke (and their
5 constituent chemicals), that were raised or that could have been raised in the Notices and
6 the CAG Lawsuits. In addition, in entering into this Consent Judgment, both CAG and
7 Hilton recognize that this Consent Judgment is a full and final settlement of all such
8 claims concerning Noticed Chemicals that were raised or that could have been raised in
9 the CDG Lawsuit, because the settlement of the CAG Lawsuit moots any and all claims
10 in the CDG Lawsuit and because CDG has agreed to dismiss the CDG Lawsuit against
11 Hilton. CAG and Hilton also intend for this Consent Judgment to provide, to the
12 maximum extent permitted by law, *res judicata* protection for Hilton against all other
13 claims based on the same or similar allegations as to the Noticed Chemicals.

14 1.10 No Admission. Hilton disputes that it has violated Proposition 65 as
15 described in the Notices and the CAG Lawsuits. In particular, Hilton contends that no
16 warning is required for the exposures CAG alleges. CAG disputes Hilton defenses.

17 Based on the foregoing, nothing contained in this Consent Judgment shall be
18 construed as an admission by Hilton that any action that Hilton may have taken, or failed
19 to take, violates Proposition 65 or any other provision of any other statute, regulation or
20 principal of common law, including without limitation the Unfair Competition Act.
21 Hilton expressly denies any alleged violations of Proposition 65 and/or the Unfair
22 Competition Act.

23 1.11 Effective Upon Final Determination. Hilton's willingness to enter into this
24 Consent Judgment is based upon the understanding that this Consent Judgment will fully
25 and finally resolve all claims related to tobacco products, tobacco smoke and secondhand
26 tobacco smoke (and their constituent chemicals), brought both by CAG and by CDG, and
27 that this Consent Judgment will have *res judicata* effect to the extent allowed by law with
28 regards to both the Proposition 65 allegations and the Unfair Competition Act allegations.

1 This Consent Judgment shall have no force and effect unless and until (i) the CDG
2 Lawsuit is dismissed with prejudice as to Hilton, and (ii) any litigation by any third party
3 regarding the CAG Lawsuit and/or the validity of this Consent Judgment is fully and
4 finally resolved in Hilton's favor, including any and all appeals.

5 2. JURISDICTION

6 2.1 Subject Matter Jurisdiction. For purposes of this Consent Judgment only,
7 CAG and Hilton stipulate that this Court has jurisdiction over the allegations of violations
8 contained in the CAG Lawsuit.

9 2.2 Personal Jurisdiction. For purposes of this Consent Judgment only,
10 Plaintiff and Hilton stipulate that this Court has personal jurisdiction over Hilton as to the
11 acts alleged in the CAG Lawsuit.

12 2.3 Venue. Venue is proper in the County of Los Angeles for resolution of the
13 allegations made in the CAG Lawsuit.

14 2.4 Jurisdiction to Enter Consent Judgment. This Court has jurisdiction to
15 enter this Consent Judgment as a full and final settlement and resolution of the allegations
16 contained in the Notices, the CAG Lawsuit and of all claims that were or could have been
17 raised based on the facts alleged therein or arising therefrom. This includes allegations
18 relating to both Proposition 65 and the Unfair Competition Act.

19 3. INJUNCTIVE RELIEF:

20 CLEAR AND REASONABLE WARNINGS

21 3.1 Environmental and Occupational Exposure Warnings. With regard to the
22 alleged exposures to the Noticed Chemicals, Hilton either has posted and agrees to
23 continue to maintain, or will post within ninety (90) days following the entry of
24 Judgment, a warning including substantially the following language at the primary points
25 of entry at each Covered Property that it operates and on the employees' bulletin board or
26 inside of the employees' handbook:

1 **WARNING:**

2 This Facility Contains Chemicals Known to the State of California to Cause
3 Cancer and Birth Defects or Other Reproductive Harm.

4 Hilton further agrees to continue to maintain a warning with substantially the
5 following language at every location where smoking is permitted at a Covered Property
6 that Hilton operates, including either inside of any guestroom that is designated for
7 smokers or at the elevator landings on each floor with designated smoking rooms:

8 **WARNING:**

9 This Area is a Designated Smoking Area. Tobacco Smoke is Known to the
10 State of California to Cause Cancer and Birth Defects or Other
11 Reproductive Harm.

12 Each of the warning signs in this Section 3.1 shall conform with the regulations for
13 alcoholic beverage warning signs in terms of size and print (22 Cal. Code of Regulations
14 §2501(e)(1)(D)) and shall be located where they can be easily seen. The provision of
15 said warnings shall be deemed to satisfy any and all obligations under Proposition 65 by
16 any and all person(s) or entity(ies) with respect to any and all environmental and
17 occupational exposures to Noticed Chemicals. The warnings described in this Section
18 3.1 may be combined with other information on a single sign and may be provided by the
19 same media and in the same or similar format in which other hotel information is
20 provided to guests, employees and to the public.

21 3.2 Consumer Product Warning. Hilton has been in compliance with
22 Proposition 65 warning requirements relating to consumer product exposures with respect
23 to tobacco products because it or its gift shop operators/lessees post, and have posted,
24 warnings at the Covered Properties; and Hilton is not legally responsible for the conduct
25 of its gift shop operators/Lessees. Hilton agrees to continue or take reasonable steps to
26 assure that its gift shop operators/lessees maintain a warning at those Covered Properties
27 operated by Hilton where cigars, cigarettes, and other tobacco products are sold.

28

1 For those Covered Properties, Hilton shall take reasonable steps to require that the
2 following warning be prominently displayed at or near the point of sale of such products:

3 **WARNING:**

4 Tobacco Products Contain/Produce Chemicals Known to the State of
5 California to Cause Cancer and Birth Defects or Other Reproductive Harm.

6 Hilton shall take reasonable steps to require that the warnings set forth in this Section 3.2
7 be displayed at the retail outlet with such conspicuousness, as compared with other
8 words, statements, designs, or devices as to render the warnings likely to be read and
9 understood by an ordinary individual under customary conditions of purchase or use,
10 consistent with Title 22, California Code of Regulations, Section 12601(b)(3).

11 3.3 Compliance. Hilton's compliance with paragraphs 3.1 and 3.2 is deemed to
12 fully satisfy Hilton's obligations under Proposition 65 with respect to any exposures and
13 potential exposures to Noticed Chemicals in all respects and to any and all person(s) and
14 entity(ies). Hilton's compliance with paragraphs 3.1 and 3.2 will not relieve it of any
15 obligation to continue to provide the statutorily approved warnings for alcohol.

16 3.4 Future Laws or Regulations. In lieu of complying with the requirements of
17 paragraphs 3.1 and 3.2 hereof, if: (a) any future federal law or regulation which governs
18 the warning provided for herein preempts state authority with respect to said warning; or
19 (b) any future warning requirements with respect to the subject matter of said paragraphs
20 is proposed by any industry association and approved by the State of California, or (c)
21 any future new state law or regulation specifying a specific warning for hotels with
22 respect to the subject matter of said paragraphs, Hilton may comply with the warning
23 obligations set forth in paragraphs 3.1 and 3.2 of this Judgment by complying with such
24 future federal or state law or regulation or such future warning requirement upon notice
25 to Plaintiff.

26 3.5 Future Compliance. In the event that there is a statutory or other
27 amendment to Proposition 65, or regulations are adopted pursuant to Proposition 65,
28 which would exempt Hilton, the "Released Parties," as defined at paragraph 4.2 below, or

1 the class to which Hilton belongs, from providing the warnings described herein, then,
2 upon the adoption of such statutory amendment or regulation, and to the extent provided
3 for in such statutory amendment or regulation, Hilton shall be relieved from its obligation
4 to provide the warnings set forth herein. In the event Hilton does not operate or ceases to
5 operate, a Covered Property, the obligations under paragraphs 3.1 and 3.2 shall not apply
6 to Hilton as to such Covered Property.

7 4. RELEASE AND CLAIMS COVERED

8 4.1 Effect of Judgment. The Judgment is a full and final judgment with respect
9 to any claims regarding the Noticed Chemicals asserted in the CAG Lawsuit against the
10 Released Parties and each of them, and the Notices regarding the Covered Properties,
11 including, but not limited to: (a) claims for any violations of Proposition 65 by the
12 Released Parties and each of them including, but not limited to, claims arising from
13 consumer product, environmental and occupational exposures to the Noticed Chemicals,
14 wherever occurring and to whomever occurring, through and including the date upon
15 which the Judgment becomes final, including any and all appeals; (b) claims for violation
16 of the Unfair Competition Act (Cal. Bus. & Prof. Code § 17200, *et seq.*) arising from the
17 foregoing circumstances, including, but not limited to, Plaintiff CAG's asserted right to
18 injunctive and monetary relief; and (c) the Released Parties' continuing responsibility to
19 provide the warnings mandated by Proposition 65 with respect to the Noticed Chemicals.

20 4.2 Release. Except for such rights and obligations as have been created under
21 this Consent Judgment, Plaintiff, on its own behalf and bringing an action "in the public
22 interest" pursuant to California Health and Safety Code Section 25249.7(d), and "acting
23 for the general public" pursuant to California Business and Professions Code
24 Section 17205, with respect to the matters regarding the Noticed Chemicals alleged in the
25 CAG Lawsuit, does hereby fully, completely, finally and forever release, relinquish and
26 discharge: (a) the Hilton Hotels Corporation and its wholly-owned subsidiaries, (b) the
27 past, present, and future owners, lessors, sublessors, managers, franchisees and operators
28 of, and any others with any interest in, the Covered Properties, as related to the Covered

1 Properties and (c) the respective officers, directors, shareholders, affiliates, agents,
2 principals, employees, attorneys, successors and assigns of the persons and entities
3 described in (a) and (b) immediately above (collectively (a), (b), and (c) are the
4 "Released Parties") of and from any and all claims, actions, causes of action, demands,
5 rights, debts, agreements, promises, liabilities, damages, accountings, costs and expenses,
6 whether known or unknown, suspected or unsuspected, of every nature whatsoever which
7 Plaintiff has or may have against the Released Parties, arising directly or indirectly out of
8 any fact or circumstance occurring prior to the date upon which the Judgment becomes
9 final, including any and all appeals, relating to alleged violations of the Unfair
10 Competition Act and/or Proposition 65, being hereinafter referred to as the "Released
11 Claims." In sum, the Released Claims include any and all allegations made, or that could
12 have been made, by Plaintiff with respect to the Noticed Chemicals relating to
13 Proposition 65 and the Unfair Competition Act, relating to the Covered Properties.

14 4.3 Intent of Parties. It is the intention of the Parties to this release that, upon
15 entry of judgment and conclusion of any and all appeals or litigation relating to (i) this
16 Consent Judgment itself, and (ii) the CAG Lawsuits itself, that this Consent Judgment
17 shall be effective as a full and final accord and satisfaction and release of each and every
18 Released Claim. In furtherance of this intention, Plaintiff acknowledges that it is familiar
19 with California Civil Code section 1542, which provides as follows:

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

23 Plaintiff hereby waives and relinquishes all of the rights and benefits that Plaintiff has, or
24 may have, under California Civil Code section 1542 (as well as any similar rights and
25 benefits which they may have by virtue of any statute or rule of law in any other state or
26 territory of the United States). Plaintiff hereby acknowledges that it may hereafter
27 discover facts in addition to, or different from, those which it now knows or believes to
28 be true with respect to the subject matter of this Consent Judgment and the Released

1 Claims, but that notwithstanding the foregoing, it is Plaintiff's intention hereby to fully,
2 finally, completely and forever settle and release each, every and all Released Claims,
3 and that in furtherance of such intention, the release herein given shall be and remain in
4 effect as a full and complete general release, notwithstanding the discovery or existence
5 of any such additional or different facts.

6 4.4 Plaintiff's Ability to Represent Public. Plaintiff hereby warrants and
7 represents to Hilton and the Released Parties that (a) Plaintiff has not previously assigned
8 any Released Claim, and (b) Plaintiff has the right, ability and power to release each
9 Released Claim.

10 4.5 No Further Force and Effect. Plaintiff and Hilton hereby request that this
11 Court enter judgment pursuant to this Consent Judgment. In connection therewith,
12 Plaintiff and Hilton waive their right, if any, to a hearing with respect to the entry of said
13 judgment. In the event that (i) this Court denies the joint motion to approve the Consent
14 Judgment brought by Plaintiff and Hilton pursuant to Health & Safety Code Section
15 25249.7, as amended, (ii) a decision by this Court to approve the Consent Judgment is
16 appealed and overturned in the California Court of Appeal or the California Supreme
17 Court; (iii) this Court (or any appellate court hearing the matter) fails to dismiss with
18 prejudice the CDG Lawsuit as against Hilton or (iv) a third party files litigation to contest
19 the validity of this Consent Judgment or against either Plaintiff and/or Hilton relating to
20 this Consent Judgment, then upon notice by any party hereto to the other party hereto,
21 this Consent Judgment shall not be of any further force or effect and the parties shall be
22 restored to their respective rights and obligations as though this Consent Judgment had
23 not been executed by the parties.

24 Hilton expressly reserves the right, upon notice to Plaintiff, to withdraw from this
25 Consent Judgment until such time as (i) the CDG Lawsuit is dismissed with prejudice as
26 to Hilton and (ii) any third-party litigation regarding the CAG Lawsuit and/or the validity
27 of this Consent Judgment is fully and finally resolved in Hilton's favor, including any
28 and all appeals.

1 **5. ATTORNEY'S FEES AND COSTS**

2 5.1 Payment to Yeroushalmi & Associates. In an effort to defray CAG's expert
3 fees and costs, costs of investigation, attorney's fees, or other costs incurred relating to
4 this matter, Hilton shall pay to the firm of Yeroushalmi & Associates the sum of
5 \$166,250.00. This amount shall be paid within ten (10) days following the latter of (i)
6 entry of a final judgment, including any and all appeals, approving this Consent
7 Judgment and (ii) entry of a final judgment, including any and all appeals, dismissing the
8 CDG Lawsuit as against Hilton.

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

10 6.1 Entry of Judgment. Entry of judgment by the Court pursuant to this
11 Consent Judgment, *inter alia*:

12 (i) Constitutes full and fair adjudication of all claims against Hilton,
13 including, but not limited to, all claims set forth in the CAG Lawsuits, based upon alleged
14 violations of Proposition 65 and the Unfair Competition Act, as well as any other statute,
15 provision of common law or any theory or issue which arose from the alleged failure to
16 provide warning of exposure to tobacco products, tobacco smoke and secondhand
17 tobacco smoke (and their constituent chemicals), which may be present on the Covered
18 Properties and which are known to the State of California to cause cancer, birth defects,
19 and/or other reproductive harm;

20 (ii) Bars any and all other persons, on the basis of *res judicata* and the
21 doctrine of mootness and/or the doctrine of collateral estoppel, from prosecuting against
22 any Released Party any claim with respect to the Noticed Chemicals alleged in the CAG
23 Lawsuits, and based upon alleged violations of (a) Proposition 65, (b) the Unfair
24 Competition Act, or (c) any other statute, provision of common law or any theory or issue
25 which arose or arises from the alleged failure to provide warning of exposure to tobacco
26 products, tobacco smoke and secondhand tobacco smoke (and their constituent
27 chemicals), which may be present on the Covered Properties identified in Exhibit A and
28

1 referred to in paragraph 1.3 and which are known to the State of California to cause
2 cancer, birth defects, and/or other reproductive harm.

3 7. DISPUTES UNDER THE CONSENT JUDGMENT

4 7.1 Disputes. In the event that a dispute arises with respect to either party's
5 compliance with the terms of this Consent Judgment, the Parties shall meet, either in
6 person or by telephone, and endeavor to resolve the dispute in an amicable manner. No
7 action may be taken to enforce the provisions of the Judgment in the absence of such a
8 good faith effort to resolve the dispute prior to the taking of such action. In the event that
9 legal proceedings are initiated to enforce the provisions of the Judgment, however, the
10 prevailing party in such proceeding may seek to recover its costs and reasonable
11 attorney's fees. As used in the preceding sentence, the term "prevailing party" means a
12 party who is successful in obtaining relief more favorable to it than the relief that the
13 other party was amenable to providing during the parties' good faith attempt to resolve
14 the dispute that is the subject of such enforcement action.

15 8. THIRD-PARTY LITIGATION

16 8.1 Duty to Cooperate. In the event of any litigation, including but not limited
17 to opposition to entry of the Consent Judgment by this Court and any or all appeals
18 relating thereto, instituted by a third party or governmental entity or official, CAG and
19 Hilton agree to affirmatively cooperate in all efforts to defend against any such litigation.

20 9. NOTICES

21 9.1 Written Notice Required. Any and all notices between the parties provided
22 for or permitted under this Consent Judgment, or by law, shall be in writing and shall be
23 deemed duly served:

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

25 or

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

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

5 Notices pursuant to this paragraph shall be sent to the parties as follows:

6 (a) If to Plaintiff:

7 Reuben Yeroushalmi
8 Yeroushalmi & Associates
3700 Wilshire Boulevard, Suite 480
9 Los Angeles, CA 90010
Facsimile Number: (213) 382-3430

10 (b) If to Defendant Hilton:

11 Hilton Hotels Corporation
12 Attn: General Counsel
9336 Civic Center Drive
13 Beverly Hills, CA 90210

14 copy to:

15 Michael G. Romey, Esc.
Latham & Watkins LLP
16 633 West Fifth Street, Suite 4000
Los Angeles, CA 90071
17 Facsimile Number: (213) 891-8763

18 or to such other place as may from time to time be specified in a notice to each of the
19 parties hereto given pursuant to this paragraph as the address for service of notice on such
20 party.

21 10. INTEGRATION

22 10.1 Integrated Writing. This Consent Judgment constitutes the final and
23 complete agreement of the parties hereto with respect to the subject matter hereof and
24 supersedes all prior or contemporaneous negotiations, promises, covenants, agreements
25 or representations concerning any matters directly, indirectly or collaterally related to the
26 subject matter of this Consent Judgment. The Parties hereto have expressly and
27 intentionally included in this Consent Judgment all collateral or additional agreements
28 which may, in any manner, touch or relate to any of the subject matter of this Consent

1 Judgment and, therefore, all promises, covenants and agreements, collateral or otherwise,
2 are included herein and therein. It is the intention of the parties to this Consent Judgment
3 that it shall constitute an integration of all their agreements, and each understands that in
4 the event of any subsequent litigation, controversy or dispute concerning any of its terms,
5 conditions or provisions, no party hereto shall be permitted to offer or introduce any oral
6 or extrinsic evidence concerning any other collateral or oral agreement between the
7 parties not included herein.

8 11. TIMING

9 11.1 Time of Essence. Time is of the essence in the performance of the terms
10 hereof.

11 12. COMPLIANCE WITH REPORTING REQUIREMENTS

12 12.1 Reporting Forms: Presentation to Attorney General. The parties agree to
13 comply with the reporting form requirements referenced in Health & Safety Code
14 §25249.7(9). Pursuant to the new regulations promulgated under Health & Safety Code
15 §25249.7(1), Plaintiff presented this Consent Judgment to the California Attorney
16 General's office upon receiving all necessary signatures. It was then presented to the
17 Superior Court for the County of Los Angeles forty-five (45) days later.

18 13. COUNTERPARTS

19 13.1 Counterparts. This Consent Judgment may be signed in counterparts and
20 shall be binding upon the parties hereto as if all of said parties executed the original
21 hereof. The parties agree that the delivery of facsimile and/or electronic signatures shall
22 be acceptable and shall for all purposes be deemed to have the same force and effect as
23 original signatures.

24 14. WAIVER

25 14.1 No Waiver. No waiver by any party hereto of any provision hereof shall be
26 deemed to be a waiver of any other provision hereof or of any subsequent breach of the
27 same or any other provision hereof.

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15. AMENDMENT

15.1 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.

16. SUCCESSORS

16.1 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.

17. CHOICE OF LAWS

17.1 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 principles of choice of laws.

18. NO ADMISSIONS

18.1 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 Hilton admit any issue of fact or law, including any violations of Proposition 65 or the Unfair Competition Act. 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 Hilton 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

1 received in evidence in any pending or future civil, criminal or administrative action or
2 proceeding, except in a proceeding to enforce this Consent Judgment, to defend against
3 the assertion of the Released Claims or as otherwise required by law.

4 **19. REPRESENTATION**

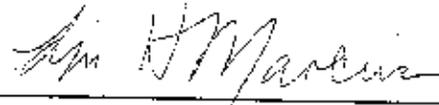
5 19.1 Construction of Consent Judgment. Plaintiff and Hilton each acknowledge
6 and warrant that they have been represented by independent counsel of their own
7 selection in connection with the prosecution and defense of the CAG Lawsuit, the
8 negotiations leading to this Consent Judgment and the drafting of this Consent Judgment;
9 and that in interpreting this Consent Judgment, the terms of this Consent Judgment will
10 not be construed either in favor of or against any party hereto.

11 **20. AUTHORIZATION**

12 20.1 Authority to Enter Consent Judgment. Each of the signatories hereto
13 certifies that he or she is authorized by the party he or she represents to enter into this
14 Consent Judgment, to stipulate to the Judgment, and to execute and approve the
15 Judgment on behalf of the party represented.

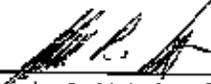
16
17 Dated: March 17, 2008

18 CONSUMER ADVOCACY GROUP, INC.

19
20 By 
21 PRESIDENT
Consumer Advocacy Group, Inc.

22 Dated: March 18, 2008

23 HILTON HOTELS CORPORATION

24
25 By 
26 VICE PRESIDENT AND SENIOR COUNSEL
Hilton Hotels Corporation

1 Approved as to form:

2

3 Dated: March 20, 2008

4

YEROUSHALMI & ASSOCIATES

5

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

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8

Dated: March 13, 2008

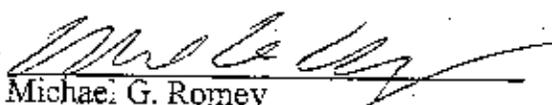
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LATHAM & WATKINS LLP

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By 
Michael G. Roney
Attorneys for Defendant Hilton Hotels
Corporation

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EXHIBIT A

List of Covered Properties

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| 1. DOUBLETREE GARDEN SUITES
34402 Pacific Coast Highway
Dana Point, CA 92629 | 2. DOUBLETREE HOTEL
633 East Cabrillo Boulevard
Santa Barbara, CA 93103 |
| 3. DOUBLETREE HOTEL
7450 Hazard Center Drive
San Diego, CA 92108 | 4. DOUBLETREE HOTEL
One Doubletree Drive
Rohnert Park, CA 94928 |
| 5. DOUBLETREE HOTEL
222 North Vineyard Avenue
Ontario, CA 91764-4431 | 6. DOUBLETREE HOTEL
2050 Gateway Place
San Jose, CA 95110 |
| 7. DOUBLETREE HOTEL
14455 Penasquitos Drive
San Diego, CA 92129-1603 | 8. DOUBLETREE HOTEL
3100 Camino Del Rio Court
Bakersfield, CA 93308 |
| 9. DOUBLETREE HOTEL
835 Airport Boulevard
Burlingame, CA 94010-9949 | 10. DOUBLETREE GARDEN SUITES
1707 Fourth Street
Santa Monica, CA 90401-3310 |
| 11. DOUBLETREE HOTEL
2 Civic Plaza
Carson, CA 90745-2231 | 12. DOUBLETREE HOTEL
1985 East Grand Avenue
El Segundo, CA 90245-5015 |
| 13. DOUBLETREE HOTEL
1150 Ninth Street
Modesto, CA 95354 | 14. DOUBLETREE HOTEL
2001 Point West Way
Sacramento, CA 95815 |
| 15. DOUBLETREE HOTEL
100 The City Drive
Orange, CA 92868-3204 | 16. DOUBLETREE HOTEL
90 Pacifica Avenue
Irvine, CA 92618 |
| 17. DOUBLETREE HOTEL
201 East MacArthur Boulevard
Santa Ana, CA 92707 | 18. DOUBLETREE HOTEL
21333 Hawthorne Boulevard
Torrance, CA 90503 |
| 19. DOUBLETREE HOTEL
11915 El Camino Real
San Diego, CA 92130-2539 | 20. EMBASSY SUITES
2885 Lakeside Drive
Santa Clara, CA 95054 |
| 21. EMBASSY SUITES
100 Capitol Mall
Sacramento, CA 95814 | 22. EMBASSY SUITES
11767 Harbor Boulevard
Garden Grove, CA 92840 |
| 23. EMBASSY SUITES
101 McInnis Parkway
San Rafael, CA 94903 | 24. EMBASSY SUITES
3100 East Frontera
Anaheim, CA 92806 |

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| 1 | 25. EMBASSY SUITES
4130 Lake Tahoe Boulevard
South Lake Tahoe, CA 96150 | 26. EMBASSY SUITES
1440 Imperial Avenue
El Segundo, CA 90245 |
| 2 | | |
| 3 | 27. EMBASSY SUITES
8425 Firestone Boulevard
Downey, CA 90241 | 28. EMBASSY SUITES
2101 Mandalay Beach Road
Oxnard, CA 93035 |
| 4 | | |
| 5 | 29. EMBASSY SUITES
901 East Calaveras Boulevard
Milpitas, CA 95035 | 30. EMBASSY SUITES
601 Pacific Highway
San Diego, CA 92101 |
| 6 | | |
| 7 | 31. EMBASSY SUITES
4550 La Jolla Village Drive
San Diego, CA 92122-0436 | 32. EMBASSY SUITES
250 Gateway Boulevard
South San Francisco, CA 94080 |
| 8 | | |
| 9 | 33. EMBASSY SUITES
150 Anza Boulevard
Burlingame, CA 94010 | 34. EMBASSY SUITES
211 East Huntington Drive
Arcadia, CA 91006 |
| 10 | | |
| 11 | 35. EMBASSY SUITES
900 East Birch Street
Brea, CA 92821 | 36. EMBASSY SUITES
2120 Main Street
Irvine, CA 92614 |
| 12 | | |
| 13 | 37. EMBASSY SUITES
1117 North H Street
Lompoc, CA 93436 | 38. EMBASSY SUITES
1441 Canyon Del Rey
Seaside, CA 93955 |
| 14 | | |
| 15 | 39. EMBASSY SUITES
74-700 Highway 111
Palm Desert, CA 92260 | 40. EMBASSY SUITES
333 Madonna Road
San Luis Obispo, CA 93405 |
| 16 | | |
| 17 | 41. EMBASSY SUITES
1325 East Dyer Road
Santa Ana, CA 92705 | 42. EMBASSY SUITES
29345 Rancho California Road
Temecula, CA 92591 |
| 18 | | |
| 19 | 43. EMBASSY SUITES
1075 California Boulevard
Napa, CA 94559 | 44. EMBASSY SUITES
9801 Airport Boulevard
Los Angeles, CA 90045 |
| 20 | | |
| 21 | 45. EMBASSY SUITES
1345 Treat Boulevard
Walnut Creek, CA 94597 | 46. EMBASSY SUITES
50-777 Santa Rosa Plaza
La Quinta, CA 92253 |
| 22 | | |
| 23 | 47. HAMPTON INN
46500 Landing Park
Fremont, CA 94538 | 48. HAMPTON INN
2850 Constitution Drive
Livermore, CA 94550 |
| 24 | | |
| 25 | 49. HAMPTON INN
25259 The Old Road
Santa Clarita, CA 91381 | 50. HAMPTON INN
767 Albertoni Street
Carson, CA 90746 |
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| 1 | 51. HAMPTON INN
5434 Kearny Mesa Road
San Diego, CA 92111 | 52. HAMPTON INN
3145 E. Garvey Road, N
West Covina, CA 91791 |
| 2 | | |
| 3 | 53. HAMPTON INN
3888 Greenwood Street
San Diego, CA 92110 | 54. HAMPTON INN
300 Gateway Blvd.
South San Francisco, CA 94080 |
| 4 | | |
| 5 | 55. HAMPTON INN
900 West Hobson Way
Blythe, CA 92225 | 56. HAMPTON INN
1017 Oak Street
Bakersfield, CA 93304 |
| 6 | | |
| 7 | 57. HAMPTON INN SUITES
11747 Harbor Boulevard
Garden Grove, CA 92840 | 58. HAMPTON INN
10300 La Cienega Boulevard
Inglewood, CA 90304 |
| 8 | | |
| 9 | 59. HAMPTON INN
27102 Towne Center Drive
Foothill Ranch, CA 92610 | 60. HAMPTON INN
10755 Gold Center Drive
Rancho Cordova, CA 95670 |
| 10 | | |
| 11 | 61. HAMPTON INN Suites
11747 Harbor Boulevard
Garden Grove, CA 92840 | 62. HAMPTON INN
2400 Naglee Road
Tracy, CA 95376 |
| 12 | | |
| 13 | 63. HILTON GARDEN INN
10741 North Wolfe Road
Cupertino, CA 95014 | 64. HILTON GARDEN INN
6450 Carlsbad Boulevard
Carlsbad, CA 92009 |
| 14 | | |
| 15 | 65. HILTON GARDEN INN
765 Airport Boulevard
Burlingame, CA 94010 | 66. HILTON GARDEN INN
24150 Park Sorrento
Calabasas, CA 91302 |
| 16 | | |
| 17 | 67. HILTON GARDEN INN
199 North Second Avenue
Arcadia, CA 91006 | 68. HILTON GARDEN INN
2100 East Mariposa Avenue
El Segundo, CA 90245 |
| 18 | | |
| 19 | 69. HILTON GARDEN INN
221 Iron Point Road
Folsom, CA 95630 | 70. HILTON GARDEN INN
2540 Venture Oaks Way
Sacramento, CA 95833-3200 |
| 20 | | |
| 21 | 71. HILTON GARDEN INN
840 East El Camino Real
Mountain View, CA 94040 | 72. HILTON GARDEN INN
2000 Bridgepointe Circle
San Mateo, CA 94404 |
| 22 | | |
| 23 | 73. HILTON GARDEN INN
3625 Marriott Drive
Bakersfield, CA 93308 | 74. HILTON HOTEL
7 Hutton Centre Drive
Santa Ana, CA 92707-5794 |
| 24 | | |
| 25 | 75. HILTON HOTEL
10950 North Torrey Pines Road
La Jolla, CA 92037 | 76. HILTON HOTEL
1970 Diamond Boulevard
Concord, CA 94520-5718 |
| 26 | | |
| 27 | 77. HILTON HOTEL
777 Convention Way
Anaheim, CA 92802 | 78. HILTON HOTEL
100 West Glenoaks Boulevard
Glendale, CA 91202 |
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| 1 | 79. HILTON HOTEL
3050 Bristol Street
Costa Mesa, CA 92626 | 80. HILTON HOTEL
5711 West Century Boulevard
Los Angeles, CA 90045 |
| 2 | | |
| 3 | 81. HILTON HOTEL
15575 Jimmy Durante Boulevard
Del Mar, CA 92014-1901 | 82. HILTON HOTEL
333 O'Farrell Street
San Francisco, CA 94102 |
| 4 | | |
| 5 | 83. HILTON HOTEL
9876 Wilshire Boulevard
Beverly Hills, CA 90210 | 84. HILTON HOTEL
21100 Pacific Coast Highway
Huntington Beach, CA 92648-5307 |
| 6 | | |
| 7 | 85. HILTON HOTEL
One Hegenberger Road
Oakland, CA 94621 | 86. HILTON HOTEL
701 West Ocean Boulevard
Long Beach, CA 90831-3102 |
| 8 | | |
| 9 | 87. HILTON HOTEL
400 North State College Boulevard
Orange, CA 92868 | 88. HILTON HOTEL
168 South Los Robles Avenue
Pasadena, CA 91101 |
| 10 | | |
| 11 | 89. HILTON HOTEL
18800 MacArthur Boulevard
Irvine, CA 92612 | 90. HILTON HOTEL
1775 East Mission Bay Drive
San Diego, CA 92109 |
| 12 | | |
| 13 | 91. HILTON HOTEL
555 Universal Terrace Parkway
Universal City, CA 91608-1001 | 92. HILTON HOTEL
2620 Jones Street
San Francisco, CA 94133 |
| 14 | | |
| 15 | 93. HILTON HOTEL
7050 Johnson Drive
Pleasanton, CA 94588-3396 | 94. HILTON HOTEL
4949 Great America Parkway
Santa Clara, CA 95054 |
| 16 | | |
| 17 | 95. HILTON HOTEL
901 Camino del Rio South
San Diego, CA 92108 | 96. HILTON HOTEL
6001 La Madrona Drive
Scotts Valley, CA 95066 |
| 18 | | |
| 19 | 97. HOMEWOOD SUITES BY HILTON
10 West Trimble Road
San Jose, CA 95131 | 98. HILTON HOTEL
300 Almaden Boulevard
San Jose, CA 95110 |
| 20 | | |
| 21 | 99. LA QUINTA RESORT & CLUB
49-499 Eisenhower Drive
La Quinta, CA 92253 | 100. HOMEWOOD SUITES BY HILTON
1103 Embarcadero
Oakland, CA 94606 |
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EXHIBIT B
60-Day Notices

VEA U.S. MAIL

Hilton Corp.
9336 Civic Center Dr. Beverly
Hills, CA 90210
ATTN: Stephen Boilenbach,
President/Dir

Hilton Hotel Corp.
9336 Civic Center Dr.
Beverly Hills, CA 90210
ATTN: Stephen Boilenbach,
President/Dir

Promus Hotel Corporation
755 Crossover Lane
Memphis, TN 38117
ATTN: Norman P. Blake Jr., CEO

Doubletree Corp.
410 N. 44th St.
Phoenix, AZ 85008-7605
ATTN: Richard M. Kelleher, CEO

April 10, 2002

RE: 60-DAY NOTICE OF INTENT TO SUE UNDER HEALTH & SAFETY CODE SECTION 25249.6

(This Proposition 65 notice fully incorporates herein the contents, effects, and time period of alleged violations found in the previous Proposition 65 notices sent to the noticed parties in 1999. As such, the allegations raised in the prior notices further enhance the ones made herein). *This notice is given by Consumer Advocacy Group, Inc. 9899 Santa Monica Boulevard, # 225, Beverly Hills CA 90212.* The noticing party must be contacted through the following entity: **Reuben Yeroushalmi, Yeroushalmi & Associates; 3700 Wilshire Blvd. Ste. 480 Los Angeles CA 90010; 213-382-3183.** This letter constitutes notification that Consumer Advocacy Group, Inc. believes and alleges that Proposition 65, *The Safe Drinking Water and Toxic Enforcement Act* (commencing with Health & Safety Code Section 25249.5) and California Code of Regulations, title 22, section 12601 have been violated by the following companies and/or entities (hereinafter, "the violators") and during the time period referenced below:

*Hilton Corporation
Hilton Hotels Corporation
Doubletree Hotels Corporation
Embassy Suites
Hampton Inn
Red Lion Hotels, Inc.
Club Hotel
Promus Hotels Corporation*

From: 4/10/98 Through: 4/10/02 And continuing thereafter.

OCCUPATIONAL EXPOSURES

While in the course of doing business, each and every day, at the following geographical location(s):

See The Location of The Source of The Exposure on the attached Exhibit A

during the time period referenced above, the violators have been and are *knowingly and intentionally* exposing certain employees of the violators (*see* detailed description below) to **tobacco smoke** and its constituent chemicals as listed below and designated by the State of California to cause cancer and reproductive toxicity, pursuant to California Code of Regulations, title 22, section 12000, *without first giving clear and reasonable warning* of that fact to the exposed employee (Health & Safety Code Section 25249.6).

The *source* of exposure includes **tobacco smoke** and its constituent chemicals as listed below at *the location of the source of the exposure on the attached Exhibit A*. Specifically, the exposure to certain employees (*see* detailed description of employees below) took place in the following areas: in areas and rooms designated for smoking; in the lobbies, hallways, and indoor/outdoor corridors that are adjacent or nearby or on the floors where rooms or areas designated for smoking (hereinafter, "rooms or areas designated for smoking" or its equivalent refers to areas where smoking has been permitted by the violators) are geographically located at *the location of the source of the exposure on the attached Exhibit A*. The **employees exposed** to the said chemicals at such location(s) include, but are not limited to, the employees corresponding to the following *description of the occupations and types of tasks performed*:

- * Certain employees entering guest rooms designated for smoking and/or areas designated for smoking,

where smoking has been occurring by smokers:

Such employees include: (1) violators' cleaning personnel (who clean and prepare the guest rooms, e.g., change towels & bed sheets, etc.), bell boys (who deliver or pickup customers' luggage), room service personnel (who deliver and pickup room service items), and repair/maintenance personnel (who repair or service appliances and other damages in the said rooms), who enter the guest rooms designated for smoking; (2) any employees, regardless of the employees' occupation and job task (e.g., see description of occupations and tasks mentioned above), who have been and are entering or passing through other areas/rooms designated for smoking including, but not limited to, outdoor entrances, outdoor corridors, other areas, where smoking is permitted by the violators, and where smoking has been and is occurring.

- **Certain employees entering or passing through lobbies, hallways, and corridors, where such areas are affected by smoke that permeates, migrates, and travels from nearby or adjacent areas and rooms designated for smoking:**

Such employees include: (1) reasonably foreseeable employees (i.e., see description of occupations and tasks mentioned above), who pass through or enter lobbies, hallways, and corridors (that are nearby or adjacent to or on the floor where areas or rooms designated for smoking are located), and where such areas are affected by the *tobacco smoke* (that originates from rooms and areas designated for smoking) which permeates, migrates, and travels through the openings of doors and windows and through other structural openings of the areas/rooms designated for smoking into the said lobbies, hallways, and corridors.

In the above-mentioned location(s) and areas/rooms designated for smoking by the violators, smoking has been and is occurring in the said location(s) and areas/rooms by room guests registered at rooms designated for smoking and by smokers at other areas designated for smoking. As such, certain employees described above have been and are being exposed to *tobacco smoke* resulting from smoking that has been or is occurring at the violators' premises, in the manner elaborated above. Therefore, the violators have been and are unlawfully exposing the above-mentioned exposed employees to *tobacco smoke* and its constituent chemicals as listed below and designated by the State of California to cause cancer and reproductive toxicity, pursuant to California Code of Regulations, title 22, section 12000, because the violators failed to first give clear and reasonable warning of that fact to the exposed employees described above (Health & Safety Code Section 25249.6).

The route of exposure for Occupational Exposures to the chemicals listed below, by the exposed employees described above, have been and are from *tobacco smoke* (in the smoke designated areas/rooms and affected areas as describe-above) through inhalation, meaning that *tobacco smoke* has been and is being breathed in via the ambient air by the exposed persons causing inhalation contact with their mouths, throats, bronchi, esophagi, and lungs. The exposure of *tobacco smoke* and its constituent chemicals as listed below to the mouths, throats, bronchi, esophagi, and lungs predictably generate risks of cancer and reproductive toxicity to the exposed employees described above.

This notice alleges the violation of Proposition 65 with respect to occupational exposures governed by the California State Plan for Occupational Safety and Health. The State Plan incorporates the provisions of Proposition 65, as approved by Federal OSHA on June 6, 1997.

This approval specifically placed certain conditions with regard to occupational exposures on Proposition 65, including that it does not apply to (a.) the conduct of manufacturers occurring outside the State of California; and (b.) employers with less than 10 employees. The approval also provides that an employer may use any means of compliance in the general hazard communication requirements to comply with Proposition 65. It also requires that supplemental enforcement be subject to the supervision of the California Occupational Safety and Health Administration. Accordingly, any settlement, civil complaint, or substantive court orders in this matter must be submitted to the California Attorney General.

ENVIRONMENTAL EXPOSURES

While in the course of doing business, each and every day, at the following geographical location(s):

See The Location of The Source of The Exposure on the attached Exhibit A

during the time period referred to above, the violators have been and are knowingly and intentionally exposing certain persons and the public (see detailed description below) to tobacco smoke and its constituent chemicals as listed below and designated by the State of California to cause cancer and reproductive toxicity, pursuant to California Code of Regulations, title 22, section 12000, without first giving clear and reasonable warning of that fact to such persons and the public (Health & Safety Code Section 25249.6).

The source of exposure includes tobacco smoke and its constituent chemicals as listed below at the location of the source of the exposure on the attached Exhibit A. Specifically, the exposure to certain persons including, but not limited to, the violators' customers, room guests, and visitors (see further detailed description below) took place in the following areas: in areas and rooms designated for smoking; in the lobbies, hallways, and indoor/outdoor corridors that are adjacent or nearby or on the floors where rooms or areas designated for smoking (hereinafter, "rooms or areas designated for smoking" or its equivalent refers to areas where smoking has been permitted by the violators) are geographically located at the location of the source of the exposure on the attached Exhibit A. The persons exposed to the said chemicals at the said location(s) include, but are not limited to, the reasonably foreseeable persons corresponding to the following type of persons exposed at common characteristics of facilities or sources of exposure:

- **Certain persons entering guest rooms designated for smoking and/or areas designated for smoking, where smoking has been or is occurring by smokers:**
Those persons who enter the above mentioned areas include but are not limited to any reasonably foreseeable persons who have been and are being exposed to tobacco smoke by entering or passing through the said areas. Such persons who enter the above-referenced areas may include, but are not limited to, violators' room guests, customers (hereinafter "customers" refer to patrons of the violators, other than room guests, going to and leaving from other parts of the hotel within the violators' premise), visitors of the room guests and customers, and delivery persons (who are not affiliated with the violators but are providing a service to the customers or room guests or visitors of the room guests at the areas within the violators' premise). Furthermore, and more specifically, the following persons have been and are being exposed to tobacco smoke in the above referenced areas: (1) the violators' new hotel guests checking into a room designated for smoker after a prior guest had smoked inside the same room, (2) a guest's visitor and companion (including children, infants, etc.), (3) and other reasonably foreseeable persons entering such a room (e.g., food delivery persons that are not affiliated with the violators), where such persons have been and are entering such a room while smoking has been or is occurring.
- **Certain persons entering or passing through lobbies, hallway, and corridors, where such areas are affected by smoke that permeates, migrates, and travels from nearby or adjacent areas and rooms designated for smoking:**
Such persons include: (1) reasonably foreseeable persons (i.e., the violators' customers, room guests, visitors of customers and room guests, and aforementioned delivery persons), who pass through or enter lobbies, hallway, and corridors (that are nearby or adjacent to or on the floor where areas or rooms designated for smoking are located), and where such areas are affected by the tobacco smoke (that originates from rooms and areas designated for smoking) which permeates, migrates, and travels through the openings of doors and windows and through other structural openings of the rooms and areas designated for smoking into the said lobbies, hallway, and corridors.

In the above-mentioned location(s) and areas/rooms designated for smoking by the violators, smoking has been and is occurring in the said location(s) and areas/rooms by room guests registered at rooms designated for smoking and by smokers at other areas designated for smoking. As such, certain persons described above have been and are being exposed to tobacco smoke resulting from smoking that has been or is occurring at the violators' premises, in the manner elaborated above. Therefore, the violators have been and are unlawfully exposing the above-mentioned exposed persons to tobacco smoke and its constituent chemicals as listed below and designated by the State of California to cause cancer and reproductive toxicity, pursuant to California Code of Regulations, title 22, section 12000, because the violators failed to first give clear and reasonable warning of that fact to the exposed persons described above (Health & Safety Code Section 25249.6).

The route of exposure for Environmental Exposures to the chemicals listed below, by the exposed persons

described above, have been associated with *tobacco smoke* (in the smoke designated areas/rooms and affected areas as describe-above) through inhalation, meaning that *tobacco smoke* has been and is being breathed in via the ambient air by the exposed persons causing inhalation contact with their mouths, throats, bronchi, esophagi, and lungs. The exposure of *tobacco smoke* and its constituent chemicals as listed below to the mouths, throats, bronchi, esophagi, and lungs predictably generate risks of **cancer and reproductive toxicity** to the exposed persons described above.

For each such type and means of exposure mentioned-above, the violators have exposed and are exposing the above referenced persons to:

TOBACCO SMOKE

CARCINOGENS

(4-Aminodiphenyl)	Arsenic (inorganic arsenic compounds)	Dibenz[a,h]anthracene	N-Nitrosodietylamine
1,1-Dimethylhydrazine (UDMH)	Benz[a]anthracene	Dibenz[a,j]acridine	N-Nitrosodi-n-butylamine
1,3-Butadiene	Benzene	Dibenzo[a,e]pyrene	N-Nitrosomethylethylamine
1-Naphthylamine	Benzo[a]pyrene	Dibenzo[a,h]pyrene	N-Nitrosomorpholine
2-Naphthylamine	Benzo[b]fluoranthene	Dibenzo[a,i]pyrene	N-Nitrosomonosoint
2-Nitropropane	Benzo[k]fluoranthene	Dibenzo[a,l]pyrene	N-Nitrosopiperidine
4-Aminobiphenyl	Benzo[k]fluoranthene	Dichlorodiphenyltrichloroethane (DDT)	N-Nitrosopyrrolidine
7H-Dibenzo[c,g]carbazole	Cadmium	Formaldehyde (gas)	Ortho-Anisidine
Acetaldehyde	Captan	Hydrazine	Ortho-Toluidine
Acetamide	Chromium (hexavalent compounds)	Lead and lead compounds	Urethane (Ethyl carbamate)
Acrylonitrile	Chrysene	Nickel and certain nickel compounds	
Aniline	Dibenz[a,h]acridine	N-Nitrosodichthanolamine	

REPRODUCTIVE TOXINS

Arsenic (inorganic Oxides)	Carbon monoxide	Nicotine	Urethane
Cadmium	Lead	Toluene	
Carbon disulfide			

Proposition 65 (Health & Safety Code Section 25249.7) requires that notice and intent to sue be given to the violator(s) 60 days before the suit is filed. With this letter, *Consumer Advocacy Group, Inc.* gives notice of the alleged violations to the violators and the appropriate governmental authorities. In absence of any action by the appropriate governmental authorities within 60 days of the sending of this notice, *Consumer Advocacy Group, Inc.* may file suit. This notice covers all violations of Proposition 65 that are currently known to *Consumer Advocacy Group, Inc.* from information now available to it. With the copy of this notice submitted to the violators, a copy of the following is attached: *The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary.*

Note: *Consumer Advocacy Group, Inc.*, in the interest of the public, is determined to resolve this matter in the least costly manner and one which would be beneficial to all parties involved. In order to encourage the expeditious and proper resolution of this matter, *Consumer Advocacy Group, Inc.* is prepared to forgo all monetary recovery including penalties, restitution, and attorney fees and costs in the event that the noticed facility adopts a complete "smoke-free" policy (and thus discontinuing the rooms/areas designated for smoking).

Dated: April 10, 2002

By:



REUBEN YERUSHALMI

Attorney for

Consumer Advocacy Group, Inc.

EXHIBIT A

THE LOCATION OF THE SOURCE OF THE EXPOSURE

Doubletree Hotel, 222 N. Vineyard, Ontario, CA 95110
 Doubletree Hotel, 1055 Van ness Ave., Fresno CA 93721
 Doubletree Hotel, 34402 Pacific Coast Highway, Dana Point CA 92529
 Doubletree Club Hotel Ontario, 429 N. Vineyard Ave. Ontario CA 91764
 Doubletree Club Hotel, 11611 Bernardo Plaza Court, San Diego CA 92128
 Doubletree Guest Suites, 1707 4th St., Santa Monica, CA 90401
 Doubletree Hotel, 11915 El Camino Real, San Diego, CA 92130
 Doubletree Hotel, 14455 Penasquitos Dr, San Diego, CA 92129
 Doubletree Hotel, 3050 Bristol St., Costa Mesa, CA 92626
 Doubletree Hotel, 1 Doubletree Dr., Rohnert park, CA 94928
 Doubletree Hotel, 2050 Gateway Place, San Jose, CA 95110
 Doubletree Hotel, 3100 Camino Del Rio Court, Bakersfield, CA 93308
 Doubletree Hotel, 2 Portola Plaza, Monterey, CA 93940
 Doubletree Hotel, 100 The City Drive South, Anaheim, CA 92868
 Doubletree Hotel, 1830 Hilltop Dr., Redding, CA 96002
 Doubletree Hotel, 2001 Point West Way, Sacramento, CA 95825
 Doubletree Hotel, 1929 4th St., Eureka, CA 95501
 Doubletree Hotel, 1159 9th St., Modesto, CA 95354
 Doubletree Hotel, 11915 El Camino Real, San Diego, CA 92130
 Doubletree Hotel, 100 West Glenoaks Blvd., Glendale, CA 91202
 Doubletree Hotel, 1985 E. Grand Ave., El Segundo, CA 90245
 Doubletree Hotel, 10740 Wilshire Blvd., Los Angeles, CA 90024
 Doubletree Hotel, 835 Airport Blvd., Burlingame, CA 94010
 Doubletree Hotel, 7450 Hazard Center Dr., San Diego, CA 92108
 Doubletree Hotel, 2055 Harbor Blvd., Ventura, CA 93001
 Doubletree Hotel, 191 N. Los Robles Ave. Pasadena CA 91101
 Doubletree Hotel, 7 Husson Center Dr., Santa Ana, CA 92707
 Doubletree Resort, 67967 Vista Chino, Cathedral City, CA 92234
 FESS Parker's Doubletree RSRT, 633 E. Cabrillo Blvd., Santa Barbara, CA 93103
 Doubletree Club, 429 N. Vineyard Ave, Ontario, CA 91764
 Doubletree Club Hotel, 5990 Stoneridge Mall Rd, Pleasanton, CA 94588
 Hampton Inn, 8465 Enterprise Way, Oakland, CA 94621
 Hampton Inn, 1400 Del Monte Blvd., Seaside, CA 93955
 Hampton Inn, 10300 S. La Cienega Blvd., Inglewood, CA 90304
 Hampton Inn, 3888 Greenwood St., San Diego, CA 92110
 Hampton Inn, 4441 Central Place, Suisun City, CA 94585
 Hampton Inn, West Hobson Way, Blythe, CA 92225
 Hampton Inn, 1590 University Ave., Riverside, CA 92507
 Hampton Inn, 5435 Kearny Mesa Rd., San Diego, CA 92111
 Hampton Inn, 2000 North Palm Canyon Dr., Palm Springs, CA 92262
 Hampton Inn, 311 E. Huntington Dr., Arcadia, CA 91006
 Hampton Inn, 3145 E. Garvey Ave. North, West Covina, CA 91791
 Hampton Inn, 1017 Oak Street, Bakersfield, CA 93304

 Hampton Inn, 46500 Landing Parkway, Fremont, CA 94538
 Hampton Inn, 2850 Constitution Drive, Livermore, CA 94550
 Hampton Inn, 25259 The Old Road, Santa Clarita, CA 91381
 Hampton Inn, 767 Alberroni Street, Carson, CA 90746

Embassy Suites Hotel, 901 Ski Run Blvd., Lake Tahoe CA 96150
Embassy Suites Hotel, 3100 E. Frontera, Anaheim CA 92806
Embassy Suites Hotel, 901 E. Calaveras Blvd., Silicon Valley CA 92806
Embassy Suites Hotel, 1441 Canyon Del Rey, Monterey Bay Sea Side CA 93955
Embassy Suites Hotel, 1075 California Blvd., Napa Valley CA 94559
Embassy Suites Hotel, 250 Gate Way Blvd., San Francisco CA 94080
Embassy Suites Hotel, 101 McInnis Parkway, San Rafael CA 94963
Embassy Suites Hotel, 333 Madonna Road, San Louis Obispo CA 93405
Embassy Suites Hotel, 7762 Beach Blvd., Buena Park CA 90620
Embassy Suites Hotel, 1211 East Garvey St., Covina CA 91724
Embassy Suites Hotel, 1325 East Dyer Road, Santa Ana CA 92705
Embassy Suites Hotel, 610 Polk Street, San Francisco CA 94102
Embassy Suites Hotel, 1440 E. Imperial Ave., El Segundo CA 90245
Embassy Suites Hotel, 1901 3rd. Street, Santa Monica CA 90403
Embassy Suites Hotel, 211 E. Huntington Dr., Arcadia CA 91006
Embassy Suites Hotel, 3645 Park Blvd., San Diego CA 92103
Embassy Suites Hotel, 2101 Mandalay Beach Rd., Oxnard CA 93035
Embassy Suites Hotel, 2885 Lakeside Dr., Santa Clara CA 95054
Embassy Suites Hotel, 1117 North H Street, Lompoc CA 95035
Embassy Suites Hotel, 150 Anza Blvd., Burlingame CA 94010
Embassy Suites Hotel, 900 E. Birch Street, Erea CA 92821
Embassy Suites Hotel, 1345 Treat Blvd., Walnut Creek CA 92821
Embassy Suites Hotel, 74700 U.S. Highway 111, Palm Desert CA 92260
Embassy Suites Hotel, 4130 Lake Tahoe Blvd., South Lake Tahoe CA 96150
Embassy Suites Hotel, 29345 Rancho California Rd., Temecula CA 92591
Embassy Suites Hotel, 8425 Firestone Blvd., Downey CA 90241
Embassy Suites Hotel, 4550 La Jolla Village Dr., San Diego CA 92122
Embassy Suites Hotel, 2120 Main St., Irvine CA 92614
Embassy Suites Hotel, 601 Pacific Highway, San Diego CA 92101
Embassy Suites Hotel, 9801 Airport Blvd., Los Angeles CA 90045

Hampton Inn, 10755 Gold Center Drive, Rancho Cordova, CA 95670
Hampton Inn, 300 Gateway Blvd, South San Francisco, CA 94080
Hampton Inn, 27102 Towne Center Drive, Foothill Rancho, CA 92610
Hampton Inn, 2400 Naglee Road, Tracy, CA 95376
Homewood Suites, 10 West Trimble Road, San Jose, CA 95131
Red Lion, 6161 W. Centinela Ave., Culver City, CA 90230
Red Lion, 100 W. Glenoaks Blvd., Glendale, CA 91202
Red Lion Hotel, 1401 Arden Way, Sacramento, CA 95815
Club Hotel, 2005 N. Highland, Los Angeles, CA 90058

Hilton Anaheim, 777 Convention Way, Anaheim, CA 92802

Hilton Garden Inn Arcadia/Pasadena Area, 199 North Second Avenue, Arcadia, CA 91006

Hilton Burbank Airport & Convention Center, 2500 Hollywood Way, Burbank, CA 91505-1019

Hilton Garden Inn San Francisco Airport/Burlingame, 765 Airport Boulevard, Burlingame, CA 94010

Hilton Garden Inn Calabasas, 24150 Park Sorrento, Calabasas, CA 91302

Hilton Garden Inn Carlsbad Beach, 6450 Carlsbad Blvd, Carlsbad, CA 92009

Hilton Carson Civic Plaza, 2 Civic Plaza, Carson, CA 90745

Hilton Concord, 1970 Diamond Blvd, Concord, CA 94520-5718

Hilton Costa Mesa, 3050 Bristol Street, Costa Mesa, CA 92626

Hilton Garden Inn Cupertino, 10741 North Wolfe Road, Cupertino, CA 95014

Hilton San Diego/Del Mar, 15575 Jimmy Durante Blvd, Del Mar, CA 92014-1901

Hilton Garden Inn Lax/El Segundo, 2100 East Mariposa Avenue, El Segundo, CA 90245

Hilton Garden Inn Folsom, 221 Iron Point Road, Folsom, CA 95630

Hilton Garden Inn Anaheim/Garden Grove, 11777 Harbor Blvd, Garden Grove, CA 92840

Appendix A

OFFICE OF ENVIRONMENTAL HEALTH
HAZARD ASSESSMENT
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

THE SAFE DRINKING WATER AND TOXIC
ENFORCEMENT ACTION 1986
(PROPOSITION 65): A SUMMARY

The following summary has been prepared by the Office of Environmental Health Hazard Assessment, the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and its implementing regulations (see citations below) for further information.

Proposition 65 appears in California law as Health and Safety Code Sections 25249.5 through 25249.13. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 22 of the California Code of Regulations, Sections 12000 through 14700.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Governor's List" Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer, or birth defects or other reproductive harm. This list must be updated at least once a year. Over 550 chemicals have been listed as of May 1, 1996. Only those chemicals that are on the list are regulated under this law. Businesses that produce, use, release, or otherwise engage in activities involving those chemicals must comply with the following:

Clear and Reasonable Warnings. A business is required to warn a person before "knowingly and intentionally" exposing that person to a listed chemical. The warning given must be "clear and reasonable." This means that the warning must: (1) clearly make known that the chemical involved is known to cause cancer, or birth defects or other reproductive harm; and (2) be given in such a way that it will effectively reach the person before he or she is exposed. Exposures are exempt from the warning requirement if they occur less than twelve months after the date of listing of the chemical.

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Discharges are exempt from this requirement if they occur less than twenty months after the date of listing of the chemical.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. The law exempts:

Governmental agencies and public water utilities. All agencies of the federal, state or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees.

Exposures that pose no significant risk of cancer. For chemicals that are listed as known to the State to cause cancer ("carcinogens"), a warning is not required if the business can demonstrate that the exposure occurs at a level that poses "no significant risk." This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals

exposed over a 70-year lifetime. The Proposition 65 regulations identify specific "no significant risk" levels for more than 250 listed carcinogens.

Exposures that will produce no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause birth defects or other reproductive harm ("reproductive toxicants"), a warning is not required if the business can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the "no observable effect level (NOEL)," divided by a 1,000-fold safety or uncertainty factor. The "no observable effect level" is the highest dose level which has not been associated with an observable adverse reproductive or developmental effect.

Discharge that do not result in a "significant amount" of the listed chemical entering into any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a "significant amount" of the list chemical has not, does not, or will not enter any drinking water source, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A "significant amount" means any detectable amount, except an amount that would meet the "no significant risk" or "no observable effect" test if an individual were exposed to such an amount in drinking water.

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys (those in cities with a population exceeding 750,000). Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. A notice must comply with the information and procedural requirements specified in regulations (Title 22, California Code of Regulations, Section 12903). A private party may not pursue an enforcement action directly under Proposition 65 if one of the governmental officials noted above initiates an action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court of law to stop committing the violation.

FOR FURTHER INFORMATION...

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-0300.

§14000. Chemicals Required by State or Federal Law to Have been Tested for Potential to Cause Cancer or Reproductive Toxicity, but Which Have Not Been Adequately Tested As Required.

(a) The Safe Drinking Water and Toxic Enforcement Act of 1986 requires the Governor to publish a list of chemicals formally required by state or federal agencies to have testing for carcinogenicity or reproductive toxicity, but that the state's qualified experts have not found to have been adequately tested as required [Health and Safety Code 25249.8(c)].

Readers should note a chemical that already has been designated as known to the state to cause cancer or reproductive toxicity is not included in the following listing as requiring additional testing for that particular toxicological endpoint. However, the "data gap" may continue to exist, for purposes of the state or federal agency's requirements. Additional information on the requirements for testing may be obtained from the specific agency identified below.

(b) Chemicals required to be tested by the California Department of Pesticide Regulation.

The Birth Defect Prevention Act of 1984 (SB 850) mandates that the California Department of Pesticide Regulation (CDPR) review chronic toxicology studies supporting the registration of pesticidal active ingredients.

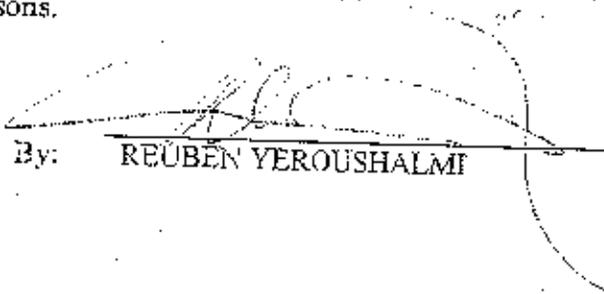
CERTIFICATE OF MERIT

Health and Safety Code Section 25249.7(d)

I, Reuben Yeroushalmi, hereby declare:

1. This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the party(s) identified in the notice(s) has violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.
2. I am the attorney for the noticing party.
3. I have consulted with at least one person with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the exposure to the listed chemical that is the subject of the action.
4. Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.
5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: April 10, 2002

By: 
REUBEN YEROUSHALMI

CERTIFICATE OF SERVICE

I am over the age of 18 and not a party to this case. I am a resident of or employed in the county where the mailing occurred. My business address is 3700 Wilshire Boulevard, Suite 480, Los Angeles, CA 90010.

I SERVED THE FOLLOWING:

- 1) 60-Day Notice of Intent to Sue Under Health & Safety Code Section 25249.6
- 2) Exhibit A: List of Alleged Violators' Names and Locations
- 3) Certificate of Merit: Health and Safety Code Section 25249.7(d)
- 4) Certificate of Merit: Health and Safety Code Section 25249.7(d) *Attorney General Copy (only sent to Attorney General's Office)*
- 5) The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary

by enclosing a true copy of the same in a sealed envelope addressed to each person whose name and address is shown below and depositing the envelope in the United States mail with the postage fully prepaid.

Date of Mailing: 4/10/2002 Place of Mailing: Los Angeles, CA

NAME AND ADDRESS OF EACH PERSON TO WHOM DOCUMENTS WERE MAILED:

▽
Alleged Violators

Hilton Corp. 9336 Civic Center Dr. Beverly Hills, CA 90210 ATTN: Stephen Bollenbach, President/Dir
Doubletree Corp. 410 N. 44 th St. Phoenix, AZ 85008-7605 ATTN: Richard M. Kelleher, CEO

Hilton Hotel Corp. 9336 Civic Center Dr. Beverly Hills, CA 90210 ATTN: Stephen Bollenbach, President/Dir

Promus Hotel Corporation 755 Crossover Lane Memphis, TN 38117 ATTN: Norman P. Blake Jr., CEO

▽
Government Agencies

Alameda County District Attorney 1225 Fallon St, Room 900 Oakland, CA 94612
Contra Costa County District Attorney PO Box 670 Martinez, CA 94553
El Dorado County District Attorney 515 Main St. Placerville, CA 95667-5697
Fresno County District Attorney 2220 Tulare St. Ste. 1000 Fresno, CA 93721
Kern County District Attorney 1215 Truxtun Ave. Bakersfield, CA 93301
Los Angeles City Attorney 200 N Main St Ste 1800 Los Angeles CA 90012
Los Angeles County District Attorney 210 W Temple St. 18th Floor Los Angeles, CA 90012
San Bernardino County District Attorney 516 N Mountain View Ave San Bernardino, CA 92415-0004
Humboldt County District Attorney 825 5th St., 4 th Floor Eureka, CA 95501

Monterey County District Attorney PO Box 1131 Salinas, CA 93902
Office of the Attorney General P.O. BOX 70550 Honolulu, CA 96812-0550
Orange County District Attorney PO Box 808 Santa Ana, CA 92702
Riverside County District Attorney 4077 Main St Riverside, CA 92501
Sacramento County District Attorney PO Box 749 Sacramento, CA 95812-0749
San Francisco County District Attorney 850 Bryant St, Rm 322 San Francisco, CA 94103
Shasta County District Attorney 1525 Court St, 3rd Floor Redding, CA 96001-1632
San Jose City Attorney 151 W. Mission St San Jose, CA 95110
Stanislaus County District Attorney PO Box 442 Merced, CA 95353

San Joaquin County District Attorney PO Box 990 Stockton, CA 95202
San Diego City Attorney City Center Plaza 1200 3rd Ave # 1100 San Diego, CA 92101
San Diego County District Attorney 330 W. Broadway, Ste 1300 San Diego, CA 92107-3805
San Francisco City Attorney # 1 Dr. Carlton B. Goodlett Place, Suite 234 San Francisco, CA 94102
Solano County District Attorney 600 Union Ave Fairfield, CA 94533
Sonoma County District Attorney 600 Administration Dr., Rm 212-J Santa Rosa, CA 95403
Ventura County District Attorney 500 S Victoria Ave Ventura, CA 93009
Santa Clara County District Attorney 70 W Hedding St San Jose, CA 95110
San Mateo County District Attorney County Government Center Redwood City, CA 94063