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9 Attorneys for Plaintiff
10 WHITNEY R. LEEMAN, PH.D.

ENDORSED
FILED
ALAMEDA COUNTY

MAY 28 2013

CLERK OF THE SUPERIOR COURT
By PAM WILLIAMS
Deputy

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF ALAMEDA
14 UNLIMITED CIVIL JURISDICTION

15 WHITNEY R. LEEMAN, PH.D.,

16 Plaintiff,

17 v.

18 PACIFIC HOSPITALITY GROUP, LLC,
19 ESTANCIA HOTEL, LLC; and DOES 1-150,
20 inclusive,

21 Defendants.

Case No. RG12656269

~~PROPOSED~~ CONSENT JUDGMENT

(Health & Safety Code § 25249.6 *et seq.*)

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[PROPOSED] CONSENT JUDGMENT

1 **1. INTRODUCTION**

2 **1.1. Whitney R. Leeman and Estancia Hotel, LLC**

3 This Consent Judgment is entered into by and between Whitney R. Leeman, Ph.D.
4 (“Leeman” or “Plaintiff”) and Estancia Hotel, LLC (“Estancia” or “Defendant”) on the other
5 hand, with Leeman and Estancia collectively referred to as the “Parties,” and each individually
6 referred to as a “Party.”

7 **1.2. Plaintiff**

8 Leeman is an individual residing in California who seeks to promote awareness of
9 exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous
10 substances contained in consumer and commercial products.

11 **1.3. Defendant**

12 Estancia employs ten or more persons. Estancia is a person in the course of doing
13 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and
14 Safety Code § 25249.6 et seq. (“Proposition 65”). Estancia owns the Estancia La Jolla Hotel and
15 Spa in the City of La Jolla, California (sometimes, the “Hotel”).

16 **1.4. General Allegations**

17 Leeman alleges that Defendant has sold in the state of California, without the requisite
18 Proposition 65 health hazard warning, flame-cooked ground beef burgers containing
19 benz[a]anthracene, benzo[a]pyrene, benzo[k]fluoranthene, and indeno[1,2,3-cd]pyrene, which are
20 cancer-causing chemicals listed pursuant to Proposition 65. Benz[a]anthracene, benzo[a]pyrene,
21 benzo[k]fluoranthene, and indeno[1,2,3-cd]pyrene shall be referred to as the “Listed Chemicals”
22 or “PAHs.”

23 **1.5. Product Description**

24 The products covered by this Consent Judgment are flame-cooked ground beef burgers,
25 including, but not limited to, the *Natural Burger*, containing the Listed Chemicals, that are sold or
26 offered for sale in California by Defendant (“Products”).

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1 **1.6. Notice of Violation**

2 On or about August 16, 2012, Leeman served Defendant and various public prosecutors
3 with a “60-Day Notice of Violation” (“Notice”), alleging that Defendant was in violation of
4 Proposition 65 for failing to warn customers and/or consumers that flame-cooked ground beef
5 burgers containing the Listed Chemicals sold by Defendant in California expose consumers to the
6 Listed Chemicals. To the best of the Parties’ knowledge, no public enforcer has commenced and
7 is diligently prosecuting the allegations set forth in the Notice.

8 **1.7. Complaint**

9 On November 15, 2012, Leeman filed a complaint in Alameda County Superior Court
10 against Defendant, Pacific Hospitality Group, LLC, and Does 1 through 150 (the “Complaint” or
11 “Action”), alleging violations of Proposition 65, based on the alleged exposures to the Listed
12 Chemicals contained in the Products sold to consumers in California.

13 **1.8. No Admission**

14 Defendant denies the material factual and legal allegations contained in the Notice and
15 Complaint. Defendant maintains that all of the products sold in California by Estancia, including
16 the Products, have been, and are, in compliance with all laws. Nothing in this Consent Judgment
17 shall be construed as an admission by Defendant of any fact, finding, conclusion of law, issue of
18 law, or violation of law; nor shall compliance with this Consent Judgment constitute or be
19 construed as an admission by Defendant of any fact, finding, conclusion of law, issue of law, or
20 violation of law, such being specifically denied by Defendant. This Section shall not, however,
21 diminish or otherwise affect Defendant’s obligations, responsibilities, and duties under this
22 Consent Judgment.

23 **1.9. Consent to Jurisdiction**

24 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
25 jurisdiction over Defendant as to the allegations contained in the Complaint, that venue is proper
26 in Alameda County, and that this Court has jurisdiction to enter and enforce the provisions of this
27 Consent Judgment, pursuant to California Code of Civil Procedure § 664.6, as a full and binding
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1 resolution of all claims that were or could have been raised in the Complaint against Defendant
2 based on the facts alleged therein and in the Notice.

3 **1.10. Effective Date**

4 For purposes of this Consent Judgment, the term “Effective Date” shall mean March 22,
5 2013.

6 **2. INJUNCTIVE RELIEF**

7 **2.1. Product Warnings**

8 Commencing upon execution of this agreement and continuing thereafter, Defendant shall,
9 for all Products sold in California, provide the warning (“Warning”) set forth in this Section.

10 The Warning shall be prominently placed with such conspicuousness as compared with
11 other words, statements, designs, or devices so as to render it likely to be read and understood by
12 an ordinary individual under customary conditions before purchase or consumption.

13 The Warning will be displayed on a sign (“Warning Sign”) of substantially the same
14 presentation (dimensions, text font and size, and colors) as that attached as Exhibit 1, and will be
15 posted so that it is clearly visible to consumers in each of the following locations, if such location
16 exists now or in the future: (1) at all restaurant entrances; (2) at or adjacent to or clearly visible
17 from any counter where food is purchased; (3) on any menu provided to customers for in-room
18 service that offers any Product for sale.

19 The language of the Warning shall consist of the following:

20 **WARNING:** Chemicals known to the State of California to cause cancer, or
21 birth defects or other reproductive harm may be present in foods or
22 beverages sold or served here. A brochure with more information
on specific exposures is available at the host’s station or from your
server.

23 At all times, Defendant shall have available, and promptly produce for any customer or
24 consumer who requests one, the brochure attached hereto as Exhibit 2 (“Proposition 65
25 Brochure”). The Proposition 65 Brochure will be provided to each in-room customer.

1 **2.2. Compliance Review**

2 Beginning on the date that is thirty (30) days following the Effective Date and continuing
3 at least once every year for 5 years thereafter, Estancia shall perform a compliance review, as to
4 each location in California selling any Products, to assess and ensure that each such location is in
5 compliance with all of the requirements of this Section 2. The compliance review shall be
6 documented in writing, noting with specificity at a minimum: any deficiencies regarding
7 compliance, the date those deficiencies were discovered, and the date by which the deficiencies
8 were corrected. All documentation regarding this compliance review shall be retained by
9 Defendant for at least one year from the date produced, and shall be promptly shared with
10 Leeman upon Leeman’s written request. Defendant shall, within 14 days of the compliance
11 review or notification of noncompliance by any other means, correct any deficiencies, including
12 replacing damaged or missing Warning Signs and ensuring the availability of the Proposition 65
13 Brochure.

14 **2.3. Cooking Modification**

15 Defendant agrees to investigate methods of cooking or equipment modifications that may
16 substantially reduce or eliminate the Listed Chemicals from the Products. All documentation
17 regarding methods implemented or modifications made shall be retained by Defendant for at least
18 one year, and shall be promptly shared with Leeman, upon Leeman’s written request.

19 Warnings consistent with Section 2.1 must be provided if consumption of a single serving
20 of one flame-cooked ground beef menu item, of normal size and lipid content for that item,
21 cooked to well done, results in an exposure of equal to or greater than 0.033 µg benz(a)anthracene
22 or 0.06 µg benzo(a)pyrene (or at such other “No Significant Risk Levels” as may in the future be
23 established by regulation of the Office of Environmental Health Hazard Assessment (“OEHHA”)
24 at 27 C.C.R. § 25705 for the Listed Chemicals), in a test performed by a laboratory located within
25 the United States that is agreed upon by the parties (“Warning Threshold”). A Warning must be
26 provided if one or more menu items contain PAHs in excess of the Warning Threshold.

1 **3. MONETARY TERMS**

2 **3.1. Civil Penalties**

3 In settlement of all the claims referred to in this Consent Judgment, Defendant shall pay a
4 total of \$8,000 in civil penalties in accordance with this Section. Each penalty payment will be
5 allocated in accordance with Health and Safety Code § 25249.12(c)(1) and (d), with 75% of the
6 funds remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”),
7 in the form of a check issued to “OEHHA,” and the remaining 25% of the penalty remitted to
8 Leeman, in the form of a check made payable to “The Chanler Group in Trust for Whitney R.
9 Leeman.” Any payment made to Dr. Leeman shall be held in trust by counsel for Dr. Leeman
10 until entry of the Consent Judgment.

11 **3.1.1. Initial Civil Penalty**

12 Defendant shall pay an initial civil penalty in the amount of \$4,000 within ten days of the
13 Effective Date. The amount of the initial civil penalty shall be reduced by fifty percent (to
14 \$2,000), if Defendant certifies in writing, received by Leeman within thirty days of the Effective
15 Date, that it shall, within forty-five (45) days thereafter, modify its cooking equipment or method
16 to reduce or eliminate consumer exposure to the Listed Chemicals. This certification in lieu of a
17 portion of the initial civil penalty payment is a material term, and time is of the essence.

18 **3.1.2. Final Civil Penalty**

19 Defendant shall pay a final civil penalty of \$4,000 by August 15, 2013, or within 30 days
20 after the Court enters this Consent Judgment, whichever date is the later. The final civil penalty
21 shall be waived in its entirety upon receipt by Leeman, by August 15, 2013 or 30 days after the
22 Court enters this Consent Judgment, whichever date is the later, of written certification from
23 Defendant of (1) compliance with Section 2, and (2) that Defendant has modified its cooking
24 methods such that none of their flame-cooked ground beef menu items exceeds the Warning
25 Threshold, as defined in Section 2.3. This certification in lieu of a final civil penalty payment
26 provided by this Section is a material term, and time is of the essence.

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1 **3.2. Reimbursement of Leeman's Fees and Costs**

2 The Parties acknowledge that Leeman and her counsel offered to resolve this dispute
3 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving
4 this fee issue to be resolved after the material terms of the agreement had been settled. Leeman
5 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had
6 been finalized. The Parties then attempted to (and did) reach an accord on the compensation due
7 to Leeman and her counsel under general contract principles and the private attorney general
8 doctrine, codified at Code of Civil Procedure § 1021.5, for all work performed through the mutual
9 execution of this agreement, except fees that may be incurred on appeal brought by Defendant.
10 Defendant shall pay \$36,200 for fees and costs incurred as a result of investigating, bringing this
11 matter to Defendant's attention, and negotiating a settlement in the public interest. Defendant
12 shall provide payment of fees and costs within one week of the filing of the motion described in
13 Section 10, to be held in trust by Leeman's counsel until entry of this Consent Judgment, in the
14 form of a check payable to "The Chanler Group." Except as provided herein the parties shall
15 otherwise be responsible for their own costs, expenses, and attorney's fees.

16 **3.3. Payment Procedures**

17 **3.3.1. Issuance of Payments**

18 (a) All payments owed to Leeman or her counsel, pursuant to Sections 3.1
19 and 3.2, shall be delivered to the following address:

20 The Chanler Group
21 Attn: Proposition 65 Controller
22 2560 Ninth Street
23 Parker Plaza, Suite 214
24 Berkeley, CA 94710

23 ///
24 ///
25 ///
26 ///
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1 (b) All payments owed to OEHHA pursuant to Sections 3.1, shall be delivered
2 directly to OEHHA (Memo line "Prop 65 Penalties") at one of the following addresses, as
3 appropriate:

4 For United States Postal Service:

5 Mike Gyrics
6 Fiscal Operations Branch Chief
7 Office of Environmental Health Hazard Assessment
8 P.O. Box 4010
9 Sacramento, CA 95812-4010

10 For delivery by other than the United States Postal Service:

11 Mike Gyrics
12 Fiscal Operations Branch Chief
13 Office of Environmental Health Hazard Assessment
14 1001 I Street
15 Sacramento, CA 95814

16 **3.3.2. Proof of Payment**

17 A copy of each check payable to OEHHA shall be mailed, simultaneous with payment, to
18 The Chanler Group at the address set forth above in Section 3.3.1(a), as proof of payment to
19 OEHHA.

20 **3.3.3. Tax Documentation**

21 Upon making each payment required by this Section 3, Defendant shall issue separate
22 1099 forms as follows: For each penalty payment to OEHHA, a 1099 shall be issued to the
23 Office of Environmental Health Hazard Assessment, 1001 I Street, Sacramento, CA 95814
24 (EIN: 68-0284486); for each penalty payment to Whitney Leeman, a 1099 shall be issued to
25 "Whitney R. Leeman," whose address and tax identification number shall be furnished upon
26 request after this Settlement Agreement is fully executed by the Parties; for each payment in
27 reimbursement of fees and costs, Defendant shall issue a separate 1099 form to "The Chanler
28 Group" (EIN: 94-3171522).

1 **4. CLAIMS COVERED AND RELEASED**

2 **4.1. Plaintiff's Public Release of Proposition 65 Claims**

3 This Consent Judgment is a final and binding resolution between the Plaintiff and
4 Defendant, satisfying and releasing Defendant and its past and present parents, subsidiaries,
5 affiliates, divisions, predecessors, successors, officers, directors, employees, suppliers,
6 distributors, licensees, and customers (Collectively, "Defendant's Releasees") from any and all
7 causes of action, damages, costs, penalties, attorneys' fees and claims of any kind that were made
8 or could have been made in the Complaint, based upon alleged violations of Proposition 65 or
9 exposure to Listed Chemicals in the Products for which Defendant or Defendant's Releasees are
10 responsible. Compliance with this Consent Judgment in the future by Defendant shall be deemed
11 compliance by Defendant with its respective obligations under Proposition 65, with respect to
12 claims made in the Notice and/or the Complaint.

13 In further consideration of the representations, warranties, and commitments herein
14 contained, and for the payments to be made pursuant to this Consent Judgment, Plaintiff, acting
15 on behalf of herself, her past and current agents, representatives, attorneys, successors, assigns, or
16 any person or entity who may now or in the future claim through her in a derivative manner, and
17 in the public interest, hereby waives and releases Defendant from all claims, known or unknown,
18 for violations of Proposition 65 up through and including the Effective Date based on exposure to
19 the Listed Chemicals from the Products as set forth in the Notice. Compliance with the terms of
20 this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to
21 the Listed Chemicals from the Products as set forth in the Notice.

22 **4.2. Plaintiff's Individual Release of Claims**

23 Plaintiff also, in her individual capacity only and *not* in her representative capacity,
24 provides a release herein which shall be effective as a full and final accord and satisfaction, as a
25 bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses,
26 claims, liabilities and demands of Plaintiff of any nature, character or kind, whether known or
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1 unknown, suspected or unsuspected, limited to and arising out of alleged or actual exposures to
2 the Listed Chemicals in the Products sold by Defendant.

3 **4.3. Defendant's Release of Plaintiff**

4 Defendant, on behalf of itself, and on behalf of each of its past and current agents,
5 representatives, attorneys, successors, and/or assignees, hereby waive any and all claims against
6 Plaintiff and her attorneys and other representatives, for any and all actions taken or statements
7 made (or those that could have been taken or made) by Plaintiff and her attorneys and other
8 representatives, whether in the course of investigating claims or otherwise seeking to enforce
9 Proposition 65 against it in this matter with respect to the Products.

10 **5. COURT APPROVAL**

11 This Consent Judgment is not effective until it is approved and entered by the Court and
12 shall be null and void if, for any reason, it is not approved and entered by the Court within
13 one year after it has been fully executed by the Parties, in which event any monies that have been
14 paid to Leeman or her counsel pursuant to Section 3 above shall be refunded within fifteen
15 (15) days after Leeman's receipt of written notice from Defendant that the one-year period has
16 expired.

17 **6. SEVERABILITY**

18 If, subsequent to the execution of this Consent Judgment, any of the provisions of this
19 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable
20 provisions remaining shall not be adversely affected.

21 **7. GOVERNING LAW**

22 The terms of this Consent Judgment shall be governed by the laws of the State of
23 California.

24 **8. NOTICES**

25 Unless specified herein, all correspondence and notices required to be provided pursuant
26 to this Consent Judgment shall be in writing and sent by (i) personal delivery; (ii) first-class,
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1 registered or certified mail, return receipt requested; or (iii) overnight courier on any party by the
2 other party at the following addresses:

3 For Defendant:

4 Michael T. Hornak, Esq.
5 Rutan & Tucker, LLP
6 611 Anton Boulevard, Suite 1400
7 Costa Mesa, CA 92626-1931

8 *Attorneys for Defendant*

9 For Leeman:

10 Proposition 65 Coordinator
11 The Chanler Group
12 2560 Ninth Street
13 Parker Plaza, Suite 214
14 Berkeley, CA 94710

15 *Attorneys for Dr. Whitney R. Leeman*

16 Any party, from time to time, may specify in writing to the other party a change of address
17 to which all notices and other communications shall be sent.

18 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

19 This Consent Judgment may be executed in counterparts and by facsimile or PDF
20 signature, each of which shall be deemed an original, and all of which, when taken together, shall
21 constitute one and the same document.

22 **10. POST-EXECUTION ACTIVITIES**

23 Leeman agrees to comply with the reporting form requirements referenced in Health and
24 Safety Code § 25249.7(f). In addition, the Parties acknowledge that, pursuant to Health and
25 Safety Code § 25249.7, a noticed motion is required to obtain judicial approval of this Consent
26 Judgment. Leeman shall prepare and file such motion to approve this Consent Judgment, and
27 Defendant shall not oppose such motion. In furtherance of obtaining such approval, Leeman and
28 Defendant and their respective counsel agree to mutually employ their best efforts to support the
entry of this agreement as a Consent Judgment and obtain approval of the Consent Judgment by
the Court in a timely manner.

1 **11. MODIFICATION**

2 This Consent Judgment may be modified only by written agreement of the Parties.

3 **12. AUTHORIZATION**

4 The undersigned are authorized to execute this Consent Judgment on behalf of their
5 respective Parties, and have read, understood, and agree to all of the terms and conditions of this
6 Consent Judgment.

7
8 **AGREED TO:**

9
10 By: Whitney R. Leeman
Whitney R. Leeman, Ph.D.

11
12 ESTANCIA HOTEL, LLC

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14 By: _____
Steven Arnold,
15 Member of the Board of Managers

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Whitney R. Leeman, Ph.D.

11
12 ESTANCIA HOTEL, LLC

13
14 By:  _____
Steven Arnold,
15 Member of the Board of Managers

16
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18
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20 If is go ordered
21 May 28, 2013

22 **IOANA PETROU**

23 _____
24 **IOANA PETROU**

EXHIBIT 1

WARNING

Chemicals known to the State of

California to cause cancer, or birth

defects or other reproductive harm may

be present in foods or beverages sold or

served here. A brochure with more

information on specific exposures is

available at the host's station or from

your server.

Sources of Chemical Exposure

California's Proposition 65 lists over 800 chemicals known to the State of California to cause cancer, and/or birth defects or other reproductive harm. The law requires businesses to provide a warning prior to knowingly and intentionally causing an exposure to any of these chemicals when the exposure is over a very low level. While many exposures are associated with industrial activities and chemicals, everyday items and even the air we breathe routinely contain many of these chemicals. This brochure provides information regarding exposures to these chemicals that occur in this establishment. In many instances, we do not have information specific to this establishment. Instead we have relied upon experts in this field to tell us where and to which chemicals exposures might occur.

The regulations implementing Proposition 65 offer warnings for various circumstances. Some of those warnings you may see in this establishment include the following:

General — Warning: This Facility Contains Chemicals Known To The State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.

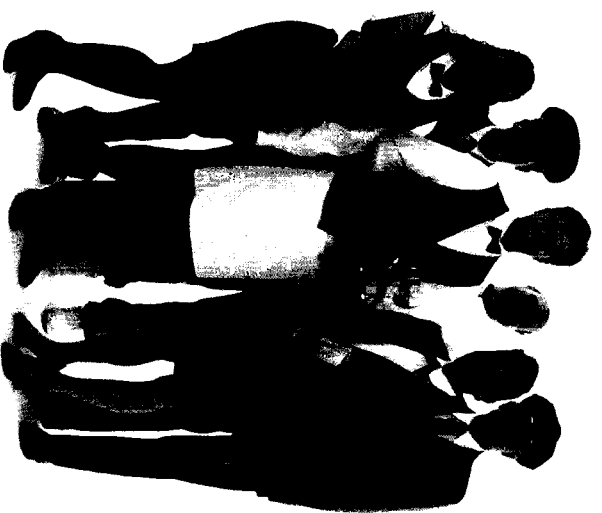
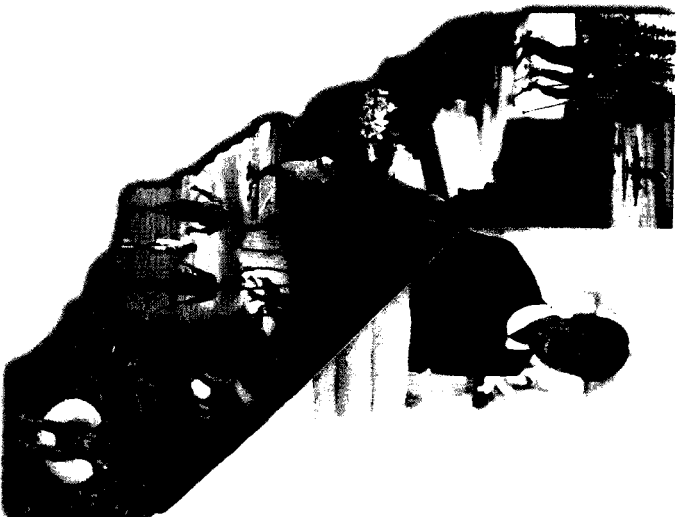
Food and Beverage — Warning: Chemicals Known To The State of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm May Be Present In Foods Or Beverages Sold Or Served Here.

Alcohol — Warning: Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer Risk, And, During Pregnancy, Can Cause Birth Defects.

Health Information — Pregnant women, nursing mothers, women trying to become pregnant, those with small children, and others wanting more information about food products can obtain additional information at the U.S. Food and Drug Administration website at: <http://www.cfsan.fda.gov/>. For more information on Fish and Seafood, you can also call the FDA at 1-888-SAFEFOOD (1-888-723-3366).



414 29th Street, Sacramento, CA 95816-3211
Phone: (916) 444-5780 • Fax: (916) 444-5848
www.calhodge.com



Proposition 65 Warning

California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires businesses with 10 or more employees to provide warnings prior to exposing individuals to chemicals known to the State to cause cancer, and/or birth defects or other reproductive harm.

This brochure provides you with information on what chemicals are present as required by Proposition 65.

Warning

This Facility Contains Chemicals Known To The State of California To Cause Cancer And/Or Birth Defects Or Other Reproductive Harm.

Second Hand Tobacco Smoke and Tobacco Products.

Tobacco products and tobacco smoke and its by-products contain many chemicals that are known to cause cancer, and birth defects or other reproductive harm. Smoking is permitted in certain guest rooms and/or certain common areas of this establishment.

Furnishings, Hardware, and Electrical Components.

Room furnishings and building materials contain formaldehyde. Furniture, foams, brass keys (if in use), electrical power cords, carpeting, artificial turf, carpet padding, wall coverings, wood surfaces, and vinyl, contain a number of Proposition 65-listed chemicals, including lead and formaldehyde, known to the State of California to cause cancer, and/or birth defects or other reproductive harm. Certain molds, if present, contain Proposition 65-listed chemicals, including stierigmatocystin, known to cause cancer. Their presence can lead to exposures requiring a warning.

Gaming chips (if in use) contain lead and lead compounds, chemicals known to the State of California to cause cancer and birth defects and other reproductive harm. Plastic and vinyl materials contain phthalates which are known to cause cancer and birth defects or other reproductive harm.

Combustion Sources.

Combustion sources such as boilers, gas stoves, fireplaces, and stereo cans contain or produce a large number of Proposition 65-listed chemicals, including acetaldehyde, benzene and carbon monoxide, known to the State of California to cause cancer, and/or birth defects or other reproductive harm and are found in the air of this establishment. Any time organic matter is burned, Proposition 65-listed chemicals are released into the air.

Swimming Pools and Hot Tubs.

The use and maintenance of a variety of recreational activities and facilities such as swimming pools and hot tubs where chlorine and bromine are used in the disinfecting process can cause exposures to chloroform and bromoform which are chemicals known to cause cancer.

Foods and Beverages.

Chemicals known to the State of California to cause cancer, or birth defects or other reproductive harm may be present in foods or beverages sold or served here. Foods and beverages are sold or provided at this establishment in bars, lounges, eating areas, mini bars, and via guest room services. Drinking alcoholic beverages of any kind may increase cancer risks, and during pregnancy, can cause birth defects. Foods such as french fries and potato chips cooked in oil at high temperatures can produce Proposition 65-listed chemicals such as acrylamide, which is known to the State to cause cancer. Broiling, grilling, and barbecuing fish and meats can produce Proposition 65-listed chemicals such as benzo-a-pyrene, which is known to the State to cause cancer. Nearly all fish and seafood contain some amount of mercury and related compounds, chemicals known to the State of California to cause cancer, and birth defects or reproductive harm. Certain fish contain higher levels than others. Pregnant and nursing women, women who may become pregnant and young children should not eat swordfish, shark, king mackerel or tilefish. They also should limit their consumption of other fish, including tuna. Ground beef products contain polychlorinated biphenyls and polychlorinated dibenzo-p-dioxins, chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Cooked chicken products contain PhIP(2-Amino-1-methyl-6-phenylimidazole[4,5-b]pyridine), a chemical known to the State of California to cause cancer. Fruit juices and canned or jarred fruits purchased from third parties contain lead. Additionally, leaded crystal in which beverages are served contains lead, which is known to the State to cause cancer and/or birth defects or other reproductive harm. Additionally, glassware, bottles (including soda bottles) and ceramic ware with colored artwork or designs on the exterior contain lead, lead compounds, and cadmium, which are known to the State of California to cause cancer and birth defects or other reproductive harm.

Certain Products Used In Cleaning and Related Activities.

Certain cleaning products used for graffiti removal and spot and stain lifters contain chlorinated solvents including perchloroethylene. Urinal odor cakes contain paradichloro benzene which are paradichlorobenzene which is a Proposition 65-listed chemical known to cause cancer.

Certain cleaning solvents contain dichloromethane (methylene chloride) and trichloroethylene, and bleach contains chloroform, chemicals known to the State of California to cause cancer and reproductive harm.

Engine Related Exposures.

The operation and fueling of engines, including automobiles, buses, vans, maintenance vehicles, recreational vehicles, and other small internal combustion engines are associated with this establishment's operations. Motor vehicle fuels and engine exhaust contain many Proposition 65-listed chemicals, including benzene, carbon monoxide and, for diesel engines, diesel exhaust, which are known to the State to cause cancer, and/or birth defects or other reproductive harm. In parking structures and garages, exhaust fumes can concentrate, increasing your exposure to these chemicals.

Pest Control and Landscaping.

Pest control and landscaping products used at this facility to control insects and weeds contain resmethrin, myclobutanol, triforin and arsenic trioxide which are known to cause cancer and/or birth defects or other reproductive harm.

Certain roofing materials, if present, contain Proposition 65-listed chemicals, including asbestos and lead, known to the State of California to cause cancer. Certain pavement work, if present, contains Proposition 65-listed chemicals, including 5-methylchrysene, benz[a]anthracene, chrysene, formaldehyde, and toluene diisocyanate, known to the State of California to cause cancer.

Paints contain benzene, formaldehyde, and crystalline silica (airborne particles of respirable size), chemicals known to the State of California to cause cancer, and also ethylbenzene and toluene, chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.