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LOS ANGELES
SUPERIOR COURT

1 JEFFER, MANGELS, BUTLER & MARMARO LLP
MALCOLM C. WEISS (Bar No. 112476)
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Association Member Defendants, Etc.

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA

7 FOR THE COUNTY OF LOS ANGELES

8 THE MCKENZIE GROUP AND
9 CONSUMER DEFENSE GROUP,

CASE NO. BC 290647

~~[PROPOSED]~~ STIPULATED CONSENT
JUDGMENT

10 Plaintiffs,

11 v.

12 THE CALIFORNIA HOTEL & LODGING
ASSOCIATION MEMBERS, ETC.,

Judge: Honorable Wendell Mortimer
Dept.: 307

13 Defendants.
14

15 1. INTRODUCTION

16 1.1 Plaintiffs. The McKenzie Group ("TMG"), on its own behalf and as a representative
17 of the People of the State of California, is an unincorporated association. The Consumer Defense
18 Group ("CDG") on its own behalf and as a representative of the People of the State of California, is
19 an unincorporated association. CDG and TMG are referred to herein individually and collectively
20 as "Plaintiffs."

21 1.2 Defendants. The Defendants listed on Exhibit "A" hereto are, for the most part,
22 members of the California Hotel & Lodging Association ("CH&LA") (individually and collectively
23 "Defendants."). Neither CH&LA itself, nor any of its officers, directors, employees, or members,
24 other than the Defendants, is a defendant, or otherwise a party to this action for any purpose.

25 Collectively, the Defendants own, operate and/or manage approximately two hundred and forty
26 eight (248) lodging establishments located throughout the State of California. (Plaintiffs and
27 Defendants may collectively be referred to as the "Parties.") CH&LA is identified in the caption of
28

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1 the proceedings solely for convenience.

2 1.3 Covered Properties. The properties owned, operated or managed by Defendants and
3 which are part of this Consent Judgment are referred to individually and collectively as the
4 "Covered Properties." The Covered Properties are identified in Exhibit "B" hereto.

5 1.4 Proposition 65. California Health and Safety Code Sections 25249.5 *et seq.*
6 ("Proposition 65") prohibits any business with ten or more employees from knowingly and
7 intentionally exposing an individual to any chemical(s) known to the State of California to cause
8 cancer and/or birth defects or other reproductive harm without first providing a clear and reasonable
9 warning to such individuals.

10 1.5 Covered Noticed Chemicals. "Covered Noticed Chemicals" means the following
11 chemicals known to the State to cause cancer and/or reproductive toxicity under Health and Safety
12 Code section 25249.8: tobacco products, tobacco smoke, secondhand tobacco smoke, their
13 constituent chemicals and their by-products including nicotine; diesel fumes and exhaust, gasoline
14 fumes and exhaust and their constituents (from motor vehicles), including benzene and carbon
15 monoxide.

16 1.6 Plaintiffs' 60-Day Notice. More than sixty (60) days prior to filing the First
17 Amended Complaint in this action, Plaintiffs served on each of the Defendants a "60 Day Notice of
18 Intent to Sue under Health & Safety Code Sections 25249.6" (individually and collectively, the
19 "Notices"). The Notices, which provide specifics for each Covered Property, contend that
20 Defendants violated Proposition 65 by knowingly and intentionally exposing the guests, customers,
21 the public and employees at the Covered Properties to the Covered Noticed Chemicals without
22 providing the requisite warnings. The 60-Day Notices were lodged with the Court with the initially
23 approved Stipulated Consent Judgment.

24 1.7 Filing of the Action. Plaintiffs filed their complaint in this action on February 19,
25 2003 against all Defendants. Plaintiffs filed their First Amended Complaint on or about January 6,
26 2004. Plaintiffs allege that the Defendants, and each of them, violated Proposition 65 and
27 California's Unfair Competition Law, Cal. Business & Professions Code § § 17200 *et seq.* ("UCL").

28 1.8 Judicial Council Coordinated Proceedings. Concurrently with this litigation,

1 numerous other coordinated cases brought by entities other than Plaintiffs and involving
 2 substantially similar allegations under Proposition 65 and UCL have been on-going under Judicial
 3 Council Coordinated Proceeding No. 4182 (the "**Secondhand Smoke Cases**" or "**JCCP 4182**").

4 1.9 Trial Court Ruling and Subsequent Appeal. On or about January 28, 2004, Judge
 5 West entered a Consent Judgment between the Parties fully resolving all of the claims in this action
 6 (the "**Prior Consent Judgment**"). The Consumer Advocacy Group thereafter appealed the Court's
 7 decision to enter the Prior Consent Judgment. The California Attorney General also filed a brief
 8 with the Court of Appeal. The California Court of Appeal reversed the Court's entry of the Prior
 9 Consent Judgment on July 6, 2006. *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of*
 10 *America*, Case No. B169636 (July 6, 2006).

11 1.10 Purpose of Consent Judgment. The Parties wish to resolve all of the claims brought,
 12 or that could have been brought, in this action pursuant to the terms and conditions described
 13 herein. In entering into this Consent Judgment, Plaintiffs and Defendants individually and
 14 collectively recognize that this Consent Judgment is a full and final settlement of all claims,
 15 including those related to tobacco products, tobacco smoke and secondhand tobacco smoke (and
 16 their constituent chemicals) and motor vehicle exhaust (and its constituent chemicals) that were or
 17 could have been raised in the Notices and this litigation.

18 1.11 Consent Judgment Resolution. This Consent Judgment, once final, will constitute a
 19 full and final settlement of all claims raised in this lawsuit as against Defendants herein. Prior to
 20 full and final resolution of the validity of this Consent Judgment, including any and all appeals,
 21 Defendants, and each of them, expressly reserve the right to withdraw, at their discretion, from this
 22 Consent Judgment.

23 1.12 In the Public Interest. This Consent Judgment provides a Proposition 65 warning for
 24 guests and employees at the Covered Properties for potential exposures tobacco products, tobacco
 25 smoke and secondhand tobacco smoke (and their constituent chemicals) and motor vehicle fumes
 26 and exhaust (and their constituent chemicals). The warning meets or exceeds the standards imposed
 27 under Proposition 65, and has already been adopted and implemented by the Defendants in this
 28 action because of Plaintiffs' actions. The payments required hereunder are fair and reasonable in

1 light of the nature of the alleged violations and the efforts of the Parties to resolve the claims made
2 in this action. This Consent Judgment is expressly found to be in the public interest.

3 1.13 No Admission. Defendants deny that they violated Proposition 65 as alleged in the
4 Notices and the First Amended Complaint. Plaintiffs dispute these contentions and contend that
5 Defendants were not in compliance with Proposition 65's warning requirement when the original
6 Sixty Day Notices were served or when the operative complaints were filed, and have only come
7 into compliance due to the actions of Plaintiffs in bringing this litigation and the implementation of
8 the warning program. Accordingly, nothing contained in this Consent Judgment or the prior
9 litigation in this matter is intended, nor shall be deemed or construed, as an admission by
10 Defendants that any action that Defendants may have taken, or failed to take, violates Proposition
11 65, the UCL, or any other provision of any other statute, regulation or principal of common law.

12 2. JURISDICTION

13 2.1 Subject Matter Jurisdiction. For purposes of this Consent Judgment only, Plaintiffs
14 and Defendants stipulate that this Court has jurisdiction over the allegations of violations contained
15 in this matter.

16 2.2 Personal Jurisdiction. For purposes of this Consent Judgment only, Plaintiff and
17 Defendants stipulate that this Court has personal jurisdiction over the Defendants as to the acts
18 alleged in this matter.

19 2.3 Venue. Venue is proper in the County of Los Angeles for resolution of the
20 allegations made in this matter.

21 2.4 Jurisdiction to Enter Consent Judgment. This Court has jurisdiction to enter this
22 Consent Judgment as a full and final settlement and resolution of the allegations contained in this
23 matter and of all claims that were or could have been raised based on the facts alleged therein or
24 arising therefrom. This includes allegations relating to both Proposition 65 and the UCL.

25 3. INJUNCTIVE RELIEF: CLEAR AND REASONABLE WARNINGS

26 3.1 Environmental Exposures. With regard to the alleged exposures, Defendants have
27 posted Proposition 65 warnings at the primary public entrances into buildings comprising the
28 lodging establishment to which guests or members of the public are permitted, including entrances

1 into and from parking structures so that they are clearly visible. The warning includes the following
2 language:

3 **WARNING**

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

7 The size and format of the warning language shall comply with Proposition 65 requirements.

8 Pursuant to California Code of Regulations Title 22, Section 12601 (a), nothing herein shall
9 be construed to preclude a person from providing warnings other than those specified herein, so
10 long as such warning complies with the requirements of Proposition 65, as may be amended from
11 time to time.

12 3.2 Occupational Exposures. In addition to complying with Title 22, California Code of
13 Regulations, Section 12601(c), within ninety (90) days following entry of Judgment, Defendants
14 each shall place Proposition 65 warnings on employee bulletin boards or in employee handbooks at
15 each Covered Property.

16 3.3 [Intentionally left blank.]

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

26 3.5 Amendment to Proposition 65. In the event that there is any amendment to
27 Proposition 65 or regulations are adopted pursuant to Proposition 65, which would exempt
28 Defendants or the class to which Defendants belong from providing the warnings described herein,

1 then, upon the adoption of such amendment or regulation, and to the extent provided for in such
2 amendment or regulation, Defendants shall be relieved from their obligations to provide the
3 warnings set forth herein.

4 4. RELEASE AND CLAIMS COVERED

5 4.1 Effect of Judgment. The Judgment constitutes a full and final resolution of all claims
6 made, or that could have been made, in Plaintiffs' Notices and this action against the Released
7 Parties (as defined in paragraph 4.2, below), and each of them.

8 4.2 Release by Plaintiffs. Except for such rights and obligations as have been created
9 under this Consent Judgment, Plaintiffs, acting on their own behalf with respect to the matters
10 alleged in the Notices and this action, do hereby fully, completely, finally and forever release,
11 relinquish and discharge: a) Defendants, b) Defendants' past, present, and future owners, lessors,
12 sublessors, lessees, sublessees, managers, contractors, heirs and operators of, and any others with
13 any interest in, the Covered Properties, and c) the respective officers, directors, shareholders,
14 affiliates, subsidiaries, parent companies, agents, employees, attorneys, successors and assigns of
15 the persons and entities described in a) and b) immediately above (individually and collectively a),
16 b), and c) above are the "**Released Parties**") of and from any and all claims, actions, causes of
17 action, demands, rights, debts, agreements, promises, liabilities, damages, accountings, costs and
18 expenses, whether known or unknown, suspected or unsuspected, of every nature whatsoever which
19 Plaintiffs have or may have against the Released Parties, arising directly or indirectly out of any fact
20 or circumstance occurring prior to the date upon which the Judgment becomes final, including any
21 and all appeals, relating to violations, whether alleged or not, of the Unfair Competition Act and/or
22 Proposition 65 by the Defendants, and the Released Parties (the "**Released Plaintiffs Claims**").

23 4.3 General Release. Except for such rights and obligations as have been created under
24 this Consent Judgment, Plaintiffs, acting (i) on their own behalf, (ii) "in the public interest" pursuant
25 to California Health and Safety Code Section 25249.7(d), and/or (iii) "for the general public"
26 pursuant to California Business and Professions Code Section 17205, with respect to the matters
27 regarding the Covered Noticed Chemicals, do hereby fully, completely, finally and forever release,
28 relinquish and discharge the Released Parties of and from any and all claims, actions, causes of

1 action, demands, rights, debts, agreements, promises, liabilities, damages, accountings, costs and
2 expenses, whether known or unknown, suspected or unsuspected, of every nature whatsoever which
3 Plaintiffs have or may have against the Released Parties, arising directly or indirectly out of any fact
4 or circumstance occurring prior to the date upon which the Judgment becomes final, including any
5 and all appeals, relating to violations, whether alleged or not, of the Unfair Competition Act and/or
6 Proposition 65 by the Defendants, and the Released Parties ("**Released Covered Noticed
7 Chemicals Claims**").

8 The Parties expressly waive the benefits of Section 1542 of the California Civil Code
9 with respect to all matters within the scope of the foregoing release, which Section provides as
10 follows:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
12 WHICH THE CREDITOR DOES NOT KNOW OR EXPECT
13 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
14 EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM
OR HER MUST HAVE MATERIALLY AFFECTED THE
SETTLEMENT WITH THE DEBTOR.

15 Notwithstanding the foregoing or anything to the contrary set forth herein, no Party is released from
16 any obligations or liabilities arising from or related to this Consent Judgment.

17 4.4 Plaintiffs' Representations. Plaintiffs hereby warrant and represent to Defendants
18 and the Released Parties that (a) Plaintiffs have not previously assigned any Released Plaintiffs
19 Claims or Released Covered Noticed Chemicals Claims, and (b) Plaintiffs have the right, ability and
20 power to fully and completely release each such released claims.

21 5. SETTLEMENT PAYMENTS

22 5.1 Defendants' Payments in Lieu of Penalties. Within 10 days following entry of a final
23 judgment, including any and all appeals, approving this Consent Judgment, Defendants shall pay to
24 Plaintiffs the total collective sum of \$199,000, so long as Plaintiffs can prove that such fees are
25 reasonable and such fees and costs are approved by the Court. Defendants stipulate that the total
26 collective sum of \$199,000 is a reasonable amount of attorneys fees and costs in this action, given
27 the number and complexity of issues litigated and resolved, the number of defendants, the expertise
28

1 of counsel and the length of time expended on the litigation. Payment shall be made to "Graham &
2 Martin, LLP Trust Account."

3 5.2 Plaintiffs' Representations and Warranties. Plaintiffs expressly represent and warrant
4 that they are each formed for the specific purposes of (a) protecting and educating the public as to
5 dangerous and harmful products and activities, (b) encouraging members of the public to become
6 involved in issues effecting the environment and the enforcement of environmental statutes and
7 regulations including, but not limited to, Proposition 65 and (c) instituting litigation to enforce the
8 provisions of Proposition 65. Plaintiffs will use the proceeds from this settlement to further their
9 purposes.

10 6. DISPUTES UNDER THE CONSENT JUDGMENT

11 6.1 Disputes. In the event that a dispute arises with respect to any Party's compliance
12 with the terms of this Consent Judgment after entry hereof, the Parties shall meet, either in person or
13 by telephone, and endeavor to resolve the dispute in an amicable manner. No legal action may be
14 taken to enforce the provisions of the Judgment in the absence of such a good faith effort to resolve
15 the dispute prior to the taking of such action. In the event that legal proceedings are initiated to
16 enforce the provisions of the Judgment, however, the prevailing party in such proceeding may seek
17 to recover its costs and reasonable attorney's fees. As used in the preceding sentence, the term
18 "prevailing party" means a party who is successful in obtaining relief more favorable to it than the
19 relief that the other party was amenable to providing during the Parties' good faith attempt to
20 resolve the dispute that is the subject of such enforcement action.

21 7. CONSENT JUDGMENT TERMINATION

22 7.1 This Consent Judgment will automatically terminate and be of no further force,
23 validity or affect as of five years from the date it becomes final, including any appeal. This
24 termination, however, will not relieve Defendants of the obligation to comply with the requirements
25 of Proposition 65 in effect on and after the termination of this Consent Judgment.

26 8. NOTICES

27 8.1 Written Notice Required. Any and all notices between the Parties provided for or
28 permitted under this Consent Judgment, or by law, shall be in writing and shall be deemed duly

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served:

- i) When personally delivered to a party, on the date of such delivery; or
- ii) When sent via facsimile to a party at the facsimile number set forth below, or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of the transmission of that facsimile; or
- iii) When deposited in the United States mail, certified, postage prepaid, addressed to such party at the address set forth below, or to such other or further address provided in a notice sent under the terms of this paragraph, five days following the deposit of such notice in the mails.

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

(a) If to Plaintiffs:

Anthony G. Graham
 Graham & Martin LLP
 950 South Coast Drive, Suite 220
 Costa Mesa, CA 92614
 Facsimile Number: (714) 850-9392

(b) If to Defendants:

c/o the individual addressee
 set forth in Plaintiffs' original
 and corrected 60-Day Notice(s)
 attached as Exhibit "C" to the
 initially approved Stipulated Consent
 Judgment lodged with the Court

with a copy to:

Malcolm Weiss, Esq.
 David Waite, Esq.
 Michael J. Stiles, Esq.
 Jeffer, Mangels, Butler & Marmaro LLP
 Avenue of the Stars, 7th Floor
 Los Angeles, CA 90067
 Facsimile Number: (310) 203-0567

with a copy to:

James Abrams
 President and Chief Executive Officer
 California Hotel & Lodging Association
 414 29th Street
 Sacramento, CA 95816-3211
 Facsimile Number: (916) 444-5848

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

3 9. INTEGRATION

4 9.1 Integrated Writing. This Consent Judgment constitutes the final and complete
5 agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior or
6 contemporaneous negotiations, promises, covenants, agreements or representations concerning any
7 matters directly; indirectly or collaterally related to the subject matter of this Consent Judgment.
8 The Parties hereto have expressly and intentionally included in this Consent Judgment all collateral
9 or additional agreements which may, in any manner, touch or relate to any of the subject matter of
10 this Consent Judgment and, therefore, all promises, covenants and agreements, collateral or
11 otherwise, are included herein and therein. It is the intention of the Parties to this Consent Judgment
12 that it shall constitute an integration of all their agreements, and each understands that in the event
13 of any subsequent litigation, controversy or dispute concerning any of its terms, conditions or
14 provisions, no party hereto shall be permitted to offer or introduce any oral or extrinsic evidence
15 concerning any other collateral or oral agreement between the Parties not included herein.

16 10. COMPLIANCE WITH REPORTING REQUIREMENTS

17 10.1 Reporting Forms, Presentation to Attorney General. The Parties have complied with
18 the reporting form requirements referenced in Health & Safety Code § 25249.7(f). Pursuant to the
19 regulations promulgated under Health & Safety Code § 25249.7(f), Plaintiffs presented this Consent
20 Judgment to the California Attorney General's office by mail more than forty days prior to the initial
21 hearing date for approval of this consent judgment.

22 11. COUNTERPARTS

23 11.1 Counterparts. This Consent Judgment may be signed in counterparts and shall be
24 binding upon the Parties hereto as if all of said Parties executed the original hereof.

25 12. WAIVER

26 12.1 No Waiver. No waiver by any party hereto of any provision hereof shall be deemed
27 to be a waiver of any other provision hereof or of any subsequent breach of the same or any other
28 provision hereof.

1 13. AMENDMENT

2 13.1 In Writing. This Consent Judgment cannot be amended or modified except by a
3 writing executed by the Parties hereto that expresses, by its terms, an intention to modify this
4 Consent Judgment.

5 14. SUCCESSORS

6 14.1 Binding Upon Successors. This Consent Judgment shall be binding upon and inure
7 to the benefit of, and be enforceable by, the Parties hereto and their respective administrators,
8 trustees, executors, personal representatives, successors and permitted assigns.

9 15. CHOICE OF LAWS

10 15.1 California Law Applies. Any dispute regarding the interpretation of this Consent
11 Judgment, the performance of the Parties pursuant to the terms of this Consent Judgment, or the
12 damages accruing to a party by reason of any breach of this Consent Judgment shall be determined
13 under the laws of the State of California, without reference to principles of choice of laws.

14 16. NO ADMISSIONS

15 16.1 Settlement Cannot Be Used as Evidence. This Consent Judgment has been reached
16 by the Parties to avoid the continued costs of prolonged litigation. By entering into this Consent
17 Judgment, neither Plaintiffs nor Defendants admit any issue of fact or law, including any violations
18 of Proposition 65 or the Unfair Competition Act. The settlement of claims herein or associated with
19 this Consent Judgment and the Prior Consent Judgment are not and shall not be deemed or
20 construed to be an admission or concession of liability or culpability by any party, at any time, for
21 any purpose. Neither this Consent Judgment, the Prior Consent Judgment, nor any document
22 associated therewith, nor any action taken to carry out this Consent Judgment or the Prior Consent
23 Judgment, shall be construed as giving rise to any presumption or inference of admission or
24 concession by Defendants as to any fault, wrongdoing or liability whatsoever. Neither this Consent
25 Judgment, nor any of its terms or provisions, nor any of the negotiations or other proceedings
26 connected with it, nor any other action taken to carry out this Consent Judgment by any of the
27 Parties hereto, shall be referred to, offered as evidence, or received in evidence in any pending or
28 future civil, criminal or administrative action or proceeding, except in a proceeding to enforce this

1 Consent Judgment, to defend against the assertion of the Released Claims or as otherwise required
2 by law.

3 17. REPRESENTATION

4 17.1 Construction of Consent Judgment. Plaintiffs and Defendants each acknowledge and
5 warrant that they have been represented by independent counsel of their own selection in
6 connection with the prosecution and defense of this action, the negotiations leading to this Consent
7 Judgment and the drafting of this Consent Judgment; and that in interpreting this Consent Judgment,
8 the terms of this Consent Judgment will not be construed either in favor of or against any party
9 hereto.

10 18. AUTHORIZATION

11 18.1 Authorization to Enter Into Consent Judgment. Each of the signatories hereto
12 certifies that he or she is authorized by the party he or she represents to enter into this Consent
13 Judgment, to stipulate to the Judgment, and to execute and approve the Judgment on behalf of the
14 party represented.

15 19. CONTINUING JURISDICTION

16 19.1 Continuing Jurisdiction. The Court shall retain jurisdiction to modify or amend this
17 Judgment as justice may require.

18
19 DATED: October 4, 2007 THE MCKENZIE GROUP
20 By: Galen McKenzie
21 G.P. McKenzie
22 Attorneys for Plaintiff THE MCKENZIE GROUP

23 DATED: October 4, 2007 CONSUMER DEFENSE GROUP
24 By: Anthony Galan
25 Authorized Representative

26 DEFENDANTS SIGNED IN COUNTERPARTS
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Butler & Marmaro LLP

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APPROVED AS TO FORM:

DATED: Oct 4, 2007

GRAHAM & MARTIN LLP

By: Anthony G. Graham
Anthony G. Graham

Attorneys for Plaintiffs CONSUMER DEFENSE
GROUP and THE MCKENZIE GROUP

DATED: _____, 2007

JEFFER MANGELS BUTLER & MARMARO LLP

By: _____
David P. Waite

Attorneys for the CALIFORNIA HOTEL &
LODGING ASSOCIATION MEMBER
DEFENDANTS

DATED: _____, 2007

LAPIDUS and LAPIDUS, PLC

By: _____
Ryan Lapidus

Attorneys for Defendant FOUR SEASONS
HOTELS LIMITED

DATED: _____, 2007

COBLENTZ, PATCH, DUFFY & BASS, LLP

By: _____
Clifford E. Yin

Attorneys for Defendant FAIRMONT HOTELS &
RESORTS (U.S.), INC.

IT IS SO ORDERED.

DATED: _____

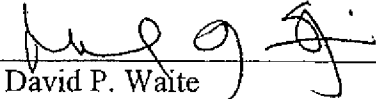
Honorable Wendell Mortimer, Superior Court Judge

1 APPROVED AS TO FORM:

2 DATED: _____, 2007 **GRAHAM & MARTIN LLP**

3 By: _____
4 Anthony G. Graham
5 Attorneys for Plaintiffs CONSUMER DEFENSE
6 GROUP and THE MCKENZIE GROUP

7 DATED: Oct. 4, 2007 **JEFFER MANGELS BUTLER & MARMARO LLP**

8 By: 
9 David P. Waite
10 Attorneys for the CALIFORNIA HOTEL &
11 LODGING ASSOCIATION MEMBER
12 DEFENDANTS

11 DATED: _____, 2007 **LAPIDUS and LAPIDUS, PLC**

12 By: _____
13 Ryan Lapidus
14 Attorneys for Defendant FOUR SEASONS
15 HOTELS LIMITED

16 DATED: _____, 2007 **COBLENTZ, PATCH, DUFFY & BASS, LLP**

17 By: _____
18 Clifford E. Yin
19 Attorneys for Defendant FAIRMONT HOTELS &
20 RESORTS (U.S.), INC.

21 IT IS SO ORDERED.

22 DATED: _____
23 _____
24 Honorable Wendell Mortimer, Superior Court Judge
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27
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1 APPROVED AS TO FORM:

2 DATED: _____, 2007 GRAHAM & MARTIN LLP

3 By: _____
4 Anthony G. Graham
5 Attorneys for Plaintiffs CONSUMER DEFENSE
6 GROUP and THE MCKENZIE GROUP

7 DATED: _____, 2007 JEFFER MANGELS BUTLER & MARMARO LLP

8 By: _____
9 David P. Waite
10 Attorneys for the CALIFORNIA HOTEL &
11 LODGING ASSOCIATION MEMBER
12 DEFENDANTS

11 DATED: Oct 4., 2007 LAPIDUS and LAPIDUS, PLC

12 By: _____
13 Ryan Lapidus
14 Attorneys for Defendant FOUR SEASONS
15 HOTELS LIMITED

16 DATED: _____, 2007 COBLENTZ, PATCH, DUFFY & BASS, LLP

17 By: _____
18 Clifford E. Yiu
19 Attorneys for Defendant FAIRMONT HOTELS &
20 RESORTS (U.S.), INC.

21 IF IS SO ORDERED.

22 DATED: _____
23 Honorable Wendell Mortimer, Superior Court Judge
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JEFFER MANGELS BUTLER & MARMARO LLP

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APPROVED AS TO FORM:

DATED: _____, 2007 **GRAHAM & MARTIN LLP**

By: _____
Anthony G. Graham
Attorneys for Plaintiffs CONSUMER DEFENSE
GROUP and THE MCKENZIE GROUP

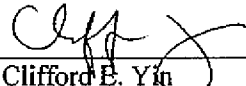
DATED: _____, 2007 **JEFFER MANGELS BUTLER & MARMARO LLP**

By: _____
David P. Waite
Attorneys for the CALIFORNIA HOTEL &
LODGING ASSOCIATION MEMBER
DEFENDANTS

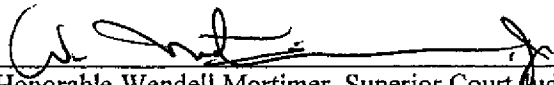
DATED: _____, 2007 **LAPIDUS and LAPIDUS, PLC**

By: _____
Ryan Lapidus
Attorneys for Defendant FOUR SEASONS
HOTELS LIMITED

DATED: October 4, 2007 **COBLENTZ, PATCH, DUFFY & BASS, LLP**

By: 
Clifford E. Yin
Attorneys for Defendant FAIRMONT HOTELS &
RESORTS (U.S.), INC.

IT IS SO ORDERED.

DATED: Jan 23, 2008 
Honorable Wendell Mortimer, Superior Court Judge