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Edmund G. Brown Jr. Attorney General of the
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ENDORSED
FILED
ALAMEDA COUNTY

FEB 26 2009

CLERK OF THE SUPERIOR COURT
By E. Opelski-Erickson, Deputy

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

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14 PEOPLE OF THE STATE OF CALIFORNIA *ex rel.*
EDMUND G. BROWN JR., Attorney General of the
15 State of California,

Plaintiffs,

16 v.

17 AVALON NATURAL PRODUCTS, INC.,
18 BEAUMONT PRODUCTS, INC., NUTRIBIOTIC,
WHOLE FOODS MARKET CALIFORNIA, INC., and
19 Does 1 - 100

Defendants,

Case No. RG08389960

**STIPULATION FOR ENTRY
OF CONSENT JUDGMENT
AND ORDER THEREON
(WHOLE FOODS MARKET
CALIFORNIA, INC.)**

20
21
22 Plaintiff, the People of the State of California ("People") and defendant Whole Foods
23 Market California, Inc. (Whole Foods-California) enter into this Stipulation for Entry of Consent
24 Judgment (hereinafter "Consent Judgment") as follows:

25 1. Introduction

26 1.1 On May 29, 2008, the People of the State of California, *ex rel.* Edmund G. Brown Jr.
27 ("People") filed a Complaint for Civil Penalties and Injunctive Relief ("Complaint") in the
28

COPY

1 Superior Court of the State of California, County of Alameda against Whole Foods-California
2 and other defendants.

3 1.2 Whole Foods-California is a company that employs more than ten persons and sells
4 shower gels under the "365" brand name ("365 Shower Gels") and other shower gels^{1/} and dish
5 soaps under private brands ("Outside Brand Shower Gels and Dish Soaps") (collectively
6 "Products") to consumers within the state of California. The list of "365 Shower Gels" covered
7 by this Consent Judgment at the time of execution is attached as Exhibit A hereto. Additional
8 365 Shower Gels introduced by Whole Foods-California at a later time will also be covered by
9 this Consent Judgment pursuant to Paragraph 9.2.

10 1.3 The People's Complaint alleges that Whole Foods-California, through the sale of
11 Products to consumers in California, violated provisions of the Safe Drinking Water and Toxic
12 Enforcement Act of 1986, Health and Safety Code sections 25249.5 et seq. ("Proposition 65"),
13 and Business and Professions Code sections 17200 et seq. ("Unfair Competition Act"), by
14 knowingly and intentionally exposing persons to 1,4-dioxane, a chemical known to the State of
15 California to cause cancer, without first providing a clear and reasonable warning to such
16 individuals.

17 1.4 For purposes of this Consent Judgment only, the parties stipulate that this Court has
18 jurisdiction over the allegations of violations contained in the Complaint and personal
19 jurisdiction over Whole Foods-California as to the acts alleged in the Complaint, that venue is
20 proper in the County of Alameda and that this Court has jurisdiction to enter this Consent
21 Judgment.

22 1.5 The Parties enter into this Consent Judgment to settle certain disputed claims as alleged
23 in the Complaint and to avoid potentially lengthy and/or costly litigation between the Parties
24 hereto. By execution of this Consent Judgment, the Parties do not admit any facts or conclusions
25 of law, including, but not limited to, any facts or conclusions of law suggesting or demonstrating
26 any violations of Proposition 65, the Unfair Competition Act, or any other statutory, common
27

28 1. Shower Gels shall mean liquid cleansers used in the shower or bath intended primarily
to cleanse the body, not including hand soap or face wash.

1 law or equitable requirements relating to the Products. Nothing in this Consent Judgment shall
2 be construed as an admission by the Parties of any fact, conclusion of law, issue of law or
3 violation of law, nor shall compliance with the Consent Judgment constitute or be construed as
4 an admission by the Parties, either individually or collectively, of any fact, conclusion of law,
5 issue of law, or violation of law. Except as provided herein, nothing in this Consent Judgment
6 shall prejudice, waive or impair any right, remedy, argument or defense the Parties may have in
7 this or any other or future legal proceedings. This paragraph shall not diminish or otherwise
8 affect the obligations, responsibilities, and duties of the Parties under this Consent Judgment.

9 2. Representations of Whole Foods-California

10 2.1 Whole Foods-California has provided a declaration under penalty of perjury to the
11 Attorney General, representing as follows:

- 12 a. Prior to on or about March 14, 2008 Whole Foods-California was not aware of the
13 presence of 1,4-dioxane in any amount in its 365 Shower Gels;
- 14 b. Upon learning of the alleged presence of 1,4-dioxane in its 365 Shower Gels,
15 Whole Foods-California commissioned testing of its 365 Shower Gels;
- 16 c. Shortly after Whole Foods-California became aware of the presence of 1,4-
17 dioxane in its Shower Gels, it commenced discussions with its suppliers to
18 reformulate their 365 Shower Gels to reduce the level of 1,4-dioxane below 10
19 parts per million ("ppm");
- 20 d. As of August 1, 2008, all 365 Shower Gels received for sale into California
21 contained no more than 10 ppm 1,4-dioxane.

22 3. Injunctive Relief

23 3.1 As of August 1, 2008 Whole Foods-California shall not receive for sale in California
24 any 365 Shower Gels that contain more than 10 ppm of 1,4-dioxane, unless Whole Foods-
25 California has provided a clear and reasonable warning consistent with Proposition 65 that the
26 365 Shower Gels contain a chemical known to the State of California to cause cancer.

27 3.2 As of August 1, 2008 Whole Foods-California shall require that any Outside Brand
28 Shower Gels or Dish Soaps that Whole Foods-California receives for sale in California not

1 contain more than 10 ppm of 1,4-dioxane, unless the Outside Brand Shower Gels or Dish Soaps
2 contain a clear and reasonable warning consistent with Proposition 65 that the Outside Brand
3 Shower Gels or Dish Soaps contain a chemical known to the State of California to cause cancer.
4 Consistent with this requirement, for any Outside Brand Shower Gels or Dish Soaps that do not
5 contain a clear and reasonable warning, Whole Foods-California shall, within thirty days of the
6 entry of this Consent Judgment, send a letter ("Letter") to each of its vendors of Outside Brand
7 Shower Gels or Dish Soaps which those vendors must sign and return, certifying that their
8 products have been testing by an independent laboratory, and do not contain more than 10 ppm
9 1,4-dioxane. Whole Foods-California will provide copies of the returned Letters to the Attorney
10 General's Office within ninety days of the date on which the Letters are sent to the vendors of
11 Outside Brand Shower Gels and Dish Soaps. In the event that Whole Foods-California does not
12 receive a signed Letter from any of its vendors of Outside Brand Shower Gels or Dish Soaps
13 within sixty days of sending out the Letter, Whole Foods-California shall stop selling that
14 vendor's Outside Brand Shower Gels or Dish Soaps until it receives the Letter, or until Whole
15 Foods-California has provided or arranged to have provided a warning, as described in paragraph
16 3.3.

17 3.3 In the event that Whole Foods-California receives for sale in California 365 Shower
18 Gels that contain more than 10 ppm of 1,4-dioxane after August 1, 2008, Whole Foods-
19 California shall ensure that, prior to sale within California, the 365 Shower Gels shall have
20 affixed or printed on them the following warning:

21 **WARNING:** This product contains a chemical known to the State of California to
22 cause cancer.

23 Where the 365 Shower Gel is too small to receive a warning directly on the container, Whole
24 Foods-California shall provide the warning on the display of such 365 Shower Gels. Such
25 warning shall be prominently affixed to or printed on the 365 Shower Gels or on the display with
26 such conspicuousness, as compared with other words, statements, designs or devices on the label
27 or display as to render it likely to be read and understood by an ordinary individual under
28 customary conditions of purchase or use. The requirement for product labeling set forth herein is

1 imposed pursuant to the terms of this Consent Judgment. The parties recognize that product
2 labeling is not the exclusive method of providing a warning under Proposition 65 and its
3 implementing regulations. In the event that Whole Foods-California seeks to use an alternative
4 warning method that complies with Proposition 65, Whole Foods-California will send the
5 Attorney General a written request to modify this Consent Judgment to permit such method of
6 warning. The Attorney General will not unreasonably withhold agreement to such modification.
7 In any event, the Attorney General's withholding agreement shall not be considered in any way a
8 breach of this Consent Judgment, and Whole Foods shall not change the method of warning set
9 out in this Consent Judgment unless the Consent Judgment has been modified by the Court
10 pursuant to paragraph 15.1 below.

11 3.4 Testing Requirements for 365 Shower Gels: Beginning thirty days after the Effective
12 date of this agreement, Whole Foods-California shall, on a quarterly basis, test randomly selected
13 samples from each lot of 365 Shower Gels received for sale in California to ensure that the levels
14 of 1,4-dioxane are below 10 ppm. Testing shall be performed by a laboratory certified by the
15 California Environmental Laboratory Accreditation Program for the analysis of volatile organics
16 in water. The laboratory shall conduct the testing according to the protocol attached as Exhibit B
17 hereto.

18 3.5 Whole Foods-California shall continue testing for a period of at least two years after the
19 Effective Date of this agreement. Whole Foods-California may cease testing after two years as
20 long as no samples of the 365 Shower Gels have tested in excess of 10 ppm 1,4-dioxane. In the
21 event that, after testing has ceased, Whole Foods-California or its suppliers change the
22 formulation or processing of the 365 Shower Gels in any manner that will affect the levels of 1,4-
23 dioxane, Whole Foods shall resume the testing process as set forth above.

24 3.6 Whole Foods-California shall retain copies of its test data for a period of four years
25 from the date of testing and shall turn over all test data to the Attorney General upon written
26 request.

27 4. Notice of Violation for Outside Brand Shower Gels and Dish Soaps

28 4.1 Notice of Violation. In the event that, at any time following the Effective Date of this

1 Agreement, the Attorney General identifies one or more Outside Brand Shower Gels or Dish
2 Soaps that he believes do not comply with Section 3 of this Consent Judgment, the Attorney
3 General may issue a Notice of Violation to Whole Foods-California pursuant to this section
4 (Notice of Violation).

5 4.1.1 The Notice of Violation shall be sent to Whole Foods-California as follows:

6
7 John H. Hempfling, II
8 Litigation Management Counsel
9 Whole Foods Market Central Office
10 550 Bowie Street, Austin, Texas 78703

11 with a copy to:

12
13 Vanessa C. Adriance
14 Gibson, Dunn & Crutcher
15 333 S. Grand Ave.,
16 Los Angeles, CA 90071

17 4.1.2 The Notice of Violation shall set forth for each Outside Brand Shower Gel or
18 Dish Soap: (a) the date(s) on which the alleged violation(s) was observed, (b) the location at
19 which the Outside Brand Shower Gel or Dish Soap was offered for sale, (c) a description of the
20 Outside Brand Shower Gel or Dish Soap giving rise to the violation, and, except as set forth
21 below, (d) test data obtained by the Attorney General regarding the Outside Brand Shower Gel or
22 Dish Soap. In the event that the Attorney General obtains test data that is official information
23 pursuant to Evidence Code section 1040 or that he is required by law to maintain as confidential,
24 he shall not be required to disclose such test data to Whole Foods-California.

25 4.2 Notice of Election: No more than thirty (30) days after receiving a Notice of Violation,
26 Whole Foods-California shall provide written notice to the Attorney General whether or not it
27 elects to contest the allegations contained in a Notice of Violation ("Notice of Election")

28 4.2.1 If Whole Foods-California elects to contest the Notice of Violation, the
29 Notice of Election shall include all then-available documentary evidence regarding the alleged
30 violation, including all test data, if any. Upon election by Whole Foods-California to contest the
31 Notice of Violation, the Attorney General may take whatever enforcement action he deems
32 appropriate pursuant to Section 8 below.

1 4.2.2 If Whole Foods-California elects not to contest the Notice of Violation, the
2 Notice of Election shall include a description of Whole Foods-California's corrective action
3 pursuant to section 4.2.3 below, and a copy of the Letter from the vendor of the Outside Brand
4 Shower Gel or Dish Soap.

5 4.2.3 If Whole Foods-California elects not to contest the allegations in a Notice of
6 Violation within thirty (30) days of receipt of the Notice of Violation, it shall take immediate
7 steps to remove the Outside Brand Shower Gel or Dish Soap from sale in California and shall not
8 resume sale of the Outside Brand Shower Gel or Dish Soap in California until it has provided to
9 the Attorney General evidence that either (a) the levels of 1,4-dioxane in the Outside Brand
10 Shower Gel or Dish Soap are no more than 10 ppm or (b) the Outside Brand Shower Gel or Dish
11 Soap contains the required Proposition 65 warning. Whole Foods-California shall make
12 available to the Attorney General for inspection and/or copying all records and correspondence
13 regarding the corrective action. If there is a dispute over the corrective action, the Parties shall
14 meet and confer before seeking any remedy in court.

15 4.3 Penalty in Non-Contested Matters. Whole Foods-California shall be required to pay a
16 penalty amount as specified below for any described Non-contested Notice of Violation:

17 4.3.1 If Whole Foods-California serves a Notice of Election not to contest the
18 allegations in a Notice of Violation within thirty (30) days of receipt of the Notice of Violation,
19 and provides to the Attorney General a copy of the Letter from the vendor of the Outside Brand
20 Shower Gel or Dish Soap issued prior to the date of the alleged violation, it shall not be required
21 to pay any penalty amount pursuant to this Section. In the event that Whole Foods serves the
22 Notice of Election not to contest within thirty (30) days, but is unable to provide a copy of the
23 Letter from the Vendor of the Outside Brand Shower Gel or Dish Soap issued prior to the date of
24 the alleged violation, it shall be required to pay a penalty of \$2,000.

25 4.3.2 In the event that Whole Foods-California serves a Notice of Election to
26 contest the allegations in the Notice of Violation, and later withdraws that Notice of Election,
27 before an enforcement action is filed, it shall pay a penalty of \$2,000 in addition to any
28 applicable penalty for failure to provide a copy of the Letter.

1 4.3.3 Any penalty payments made pursuant to this section shall be made within fifteen
2 days of the service of a Notice of Election not to contest or within fifteen days of a withdrawal of
3 the Notice of Election to contest.

4 5. Settlement Payments - Civil Penalties

5 5.1 Within thirty (30) days after the Effective Date of this Consent Judgment, as full,
6 final and complete satisfaction of all claims for civil penalties or restitution for the alleged
7 violations of Proposition 65 as regards 1,4-dioxane in the Products up to and including the date
8 of entry of this Consent Judgment, Whole Foods-California shall pay the sum of seven thousand
9 five hundred dollars (\$7,500.00) by mailing a check, payable to the "Office of the Attorney
10 General of the State of California" (Attn: Susan S. Fiering, Deputy Attorney General), 1515 Clay
11 Street, 20th Floor, P.O. Box 70550, Oakland, CA 94612 . Payment of the preceding amount shall
12 be made as a civil penalty pursuant to Health & Safety Code Section 25249.7(b) and
13 25249.11(c). Making this payment shall not be construed as an admission by Whole Foods-
14 California of any fact, conclusion of law, or violation of law, nor shall compliance with the
15 Consent Judgment constitute or be construed as an admission by Whole Foods-California of any
16 fact, conclusion of law, or violation of law.

17 6. Settlement Payments - Payment of Costs and Fees

18 6.1 Within thirty (30) days after the Effective Date of this Consent Judgment,
19 Whole Foods-California shall pay the amount of seven thousand five hundred dollars (\$7,500) as
20 reimbursement of the Attorney General's costs incurred in investigating, bringing this action and
21 negotiating a settlement, by mailing a check, payable to the "Office of the Attorney General of
22 the State of California", 1515 Clay Street, 20th Floor, P.O. Box 70550 Oakland, CA 94612
23 (Attn: Susan S. Fiering, Deputy Attorney General) to be used by the Attorney General for the
24 purpose of obtaining experts and consultants, and for other costs associated with the investigation
25 and prosecution of other actions under Proposition 65.

26 7. Additional Enforcement Actions; Continuing Obligations

27 7.1. By entering into this Consent Judgment, the People do not waive any right to take
28 further enforcement actions on any violations not covered by the Complaint or this Consent

1 Judgment. Nothing in this Consent Judgment shall be construed as diminishing Whole Foods-
2 California's continuing obligation to comply with Proposition 65 or the Unfair Competition Law
3 in its future activities.

4 8. Enforcement of Consent Judgment

5 8.1. The People may, by motion or order to show cause before the Superior Court of
6 Alameda enforce the terms and conditions contained in this Consent Judgment. In any action
7 brought by the People to enforce this Consent Judgment, the People may seek whatever fines,
8 costs, penalties or remedies as provided by law for failure to comply with the Consent Judgment.
9 Where said failure to comply constitutes future violations of Proposition 65 or other laws,
10 independent of the Consent Judgment and/or those alleged in the Complaint, the People are not
11 limited to enforcement of this Consent Judgment but may seek in another action whatever fines,
12 costs, penalties or remedies are provided by law for failure to comply with Proposition 65 or
13 other laws. However, the rights of Whole Foods-California to defend itself and its actions in law
14 or equity shall not be abrogated or reduced in any fashion by the terms of this paragraph, except
15 that Whole Foods-California shall not contest its obligation to comply with this Consent
16 Judgment as long as this Consent Judgment remains in effect.

17 9. Application of Consent Judgment

18 9.1 The Consent Judgment shall apply to, be binding upon and inure to the benefit of, the
19 parties, their divisions, subdivisions, subsidiaries, and affiliates, and the successors or assigns of
20 each of them to the extent they sell the Products in the State of California. Unless otherwise
21 provided herein, any change in ownership, partnership status or corporate status of Whole Foods-
22 California, including, but not limited to, any transfer of assets or real or personal property, shall
23 in no way alter Whole Foods-California's responsibilities under this Consent Judgment and
24 Whole Foods-California shall be responsible and shall remain responsible for carrying out all
25 activities required of it under this Consent Judgment.

26 9.2 All new Products introduced by Whole Foods-California into the stream of commerce
27 for distribution or sale in California shall be governed by this Consent Judgment.

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1 10. Effective Date

2 10.1 The “Effective Date” of this Consent Judgment shall be the date upon which this Court
3 enters this Consent Judgment.

4 11. Authority to Stipulate to Consent Judgment

5 11.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
6 the party he or she represents to enter into this Consent Judgment on behalf of the party
7 represented and legally to bind that party.

8 12. Claims Covered

9 12.1 Except as provided elsewhere herein, this Consent Judgment is a final and binding
10 resolution between the People and Whole Foods-California and the entities referred to in
11 paragraph 9.1 of any and all alleged violations of Proposition 65 or the Unfair Competition Law,
12 Business and Professions Code Sections 17200 et seq. arising from the alleged failure of Whole
13 Foods-California’s or any of the entities referred to in paragraph 9.1 to provide clear and
14 reasonable warnings pursuant to Proposition 65 of exposure to 1,4-dioxane from use of the
15 Products that were committed prior to the Effective Date. Compliance with the terms of this
16 Consent Judgment constitutes compliance by Whole Foods-California, including the entities
17 described in paragraph 9.1, with Proposition 65 as to 1,4-dioxane in the Products. Nothing in
18 this Consent Judgment shall affect the liability of any business, other than Whole Foods-
19 California (including the entities described in paragraph 9.1), that manufacture, distribute or sell
20 Outside Brand Shower Gels or Dish Soaps in California.

21 13. Retention of Jurisdiction

22 13.1 This Court shall retain jurisdiction of this matter to implement the Consent Judgment.

23 14. Entire Agreement

24 14.1 This Consent Judgment contains the sole and entire agreement and understanding of
25 the parties with respect to the entire subject matter hereof, and any and all prior discussions,
26 negotiations, commitments and understandings related hereto. No representations, oral or
27 otherwise, express or implied, other than those contained herein have been made by any party
28 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be

1 deemed to exist or to bind any of the parties.

2 15. Modification

3 15.1 This Consent Judgment may be modified from time to time by express written
4 agreement of Whole Foods-California and the Attorney General with the approval of the Court,
5 or by an order of this Court pursuant to noticed motion of any party.

6 16. Execution in Counterparts

7 16.1 This Consent Judgment may be executed in counterparts, which taken together shall be
8 deemed to constitute one and the same document.

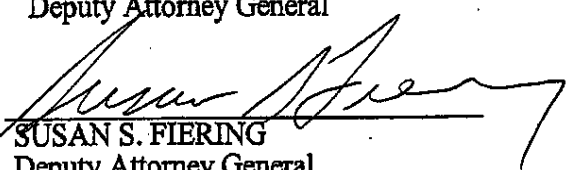
9 17. Entry of Stipulation for Entry of Consent Judgment Required

10 17.1 This Stipulation for Entry of Consent Judgment shall be null and void, and be without
11 any force or effect, unless entered by the Court in this matter. If the Stipulation for Entry of
12 Consent Judgment is not entered by the Court, the execution of this Stipulation for
13 Entry of Consent Judgment by Whole Foods-California, shall not be construed as an admission
14 by Whole Foods-California of any fact, issue of law or violation of law.

15 IT IS SO STIPULATED:


16 Dated: 1/30/09

EDMUND G. BROWN JR., Attorney General
of the State of California
KEN ALEX
Senior Assistant Attorney General
EDWARD G. WEIL
Supervising Deputy Attorney General
SUSAN S. FIERING
Deputy Attorney General

20
21 By: 
22 SUSAN S. FIERING
23 Deputy Attorney General
24 Attorneys for the People of the State of California *ex rel.*
Edmund G. Brown Jr., Attorney General of the State of
California


25 Dated: _____

WHOLE FOODS MARKET CALIFORNIA, INC.

26
27 By: 
28 ROBERTA LANG
Its: VICE PRESIDENT & TREASURER

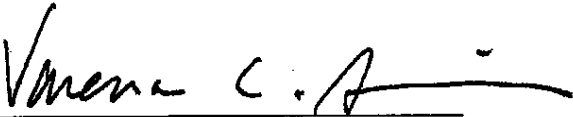
1 Mrs. Gooch's Natural Food Markets, Inc., a California Corporation ("Mrs. Gooch's")
2 acknowledges that it is an affiliate of Whole Foods Market-California, Inc. within the meaning of
3 paragraph 9.1, and insofar as it operates in California, Mrs. Gooch's agrees to be bound by this
4 Consent Judgment and shall be a beneficiary thereof. Mrs. Gooch's shall not be obligated to
5 make any payments pursuant to Paragraphs 5.1 and 6.1 thereof.

6 Dated: MRS. GOOCH'S NATURAL FOOD MARKETS, INC.

7
8 By: 
9 Its: ROBERTA LANGE
10 VICE PRESIDENT AND TREASURER

11 APPROVED AS TO FORM:

12 Dated: 1/29/09 GIBSON, DUNN & CRUTCHER

13
14 By: 
15 VANESSA C. ADRIANCE
16 Counsel for Whole Foods Market California, Inc.

17 IT IS SO ORDERED:

18 Dated: FEB 26 2009 **STEVEN A. BRICK** *SAB*
19 JUDGE, SUPERIOR COURT, COUNTY OF ALAMEDA

20 **STEVEN A. BRICK**

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EXHIBIT A

EXHIBIT A

1. Shower Gel Citrus Grapefruit, 2 oz. size
2. Shower Gel Citrus Grapefruit, 16 oz. size
3. Shower Gel Citrus Grapefruit, 32 oz. size
4. Shower Gel Lavender Blend, 2 oz. size
5. Shower Gel Lavender Blend, 16 oz. size
6. Shower Gel Lavender Blend, 32 oz. size
7. Shower Gel Herbal Mint, 16 oz. size
8. Shower Gel Herbal Mint, 32 oz. size
9. Shower Gel Fragrance Free, 16 oz. size
10. Shower Gel Fragrance Free, 32 oz. size

EXHIBIT B

PROTOCOL

Summary of Method:

An aliquot of sample (~1 g) is accurately weighed into a vial with 5 mL water and one gram of sodium sulfate. Internal standard (5 $\mu\mu\text{g}$ 1,4-Dioxane-d8) is added. The vial is capped and heated at 95 °C for 60 minutes. A one mL aliquot of the headspace over the sample is analyzed by direct injection using the following GCMS conditions or equivalent.

GCMS Conditions

Instrument: Agilent 5973N

Column: 25 m x 0.20 mm HP-624, 1.12 micron film

Column Temp: 40 °C (hold 3 min) to 100 °C at 10 °C/min, then to 180 °C at 25 °C/min (hold 5 min)

Injector Temp: 220 °C

Mass Range: Selected ion monitoring: masses 43, 58, and 88 (dioxane): 64 and 96 (dioxane-d8); 1.72 cycles per second

Quality control shall include at a minimum

1. Calibration using a blank and a minimum of 4 standards over the range of 0.5 to 10 micrograms of 1,4-dioxane with a regression fit R squared >0.995.
2. A method blank analyzed just prior to the samples must be free of 1,4-dioxane (<1 ppm)
3. Continuing calibration standards should be analyzed after every 10 or fewer samples, and the result must be within 10% of the initial calibration.
4. With each batch of 20 or fewer samples, one of the samples must be analyzed in duplicate and as a spiked sample. QC limits for duplicates which exceed 5 ppm is <25% relative percent difference. QC limits for spiked samples is 75-125% recovery when the amount spiked is greater than or equal to the background in the unspiked sample.