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Attorneys for Plaintiff
CENTER FOR ENVIRONMENTAL HEALTH

ENDORSED
FILED
ALAMEDA COUNTY

DEC 1 1 2008

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH, a non-profit corporation, Plaintiff, v. GENERAL ELECTRIC COMPANY, CUNO INCORPORATED, ECOWATER SYSTEMS, LLC, EVERPURE, LLC, K.X. INDUSTRIES, L.P., SEARS, ROEBUCK AND CO., WHIRLPOOL CORPORATION, and WHIRLPOOL WATER PRODUCTS, Defendants.	CASE NO. RG08-386432 **[~~PROPOSED~~] AMENDED CONSENT JUDGMENT**

This Amended Consent Judgment (the "Consent Judgment") supersedes the Consent Judgment entered in this case on September 9, 2008 and is entered by the Court pursuant to the Stipulation For Entry Of Judgment, Opt-In Procedure and Future Amendment of Consent Judgment, filed on May 20, 2008. The Amended Consent Judgment reflects the addition of parties as Opt-In Defendants.

1. **INTRODUCTION**

1.1 On or before May 16, 2008, plaintiff the Center for Environmental Health (hereinafter "CEH"), a non-profit corporation, filed a complaint in Alameda County Superior Court, entitled *Center for Environmental Health v. General Electric Company, et al.*, for civil penalties and injunctive relief pursuant to the provisions of Cal. Health & Safety Code § 25249.5 *et seq.* ("Proposition 65") (the "Action"). CEH's Complaint named CUNO Incorporated ("CUNO") as a Defendant, as well as various other Defendants.

1.2 CUNO and any Opt-In Settling Defendants as defined in Section 1.7 are referred to herein collectively as "Settling Defendants." CEH and Settling Defendants are referred to collectively as the "Parties." Each of the Settling Defendants is a corporation that employs more than 10 persons and that manufactured, distributed and/or sold residential or commercial point of entry and point of use drinking water filtration systems utilizing activated carbon filters. Arsenic is alleged to be present in the activated carbon used in the filters and replacement filters of Settling Defendants' drinking water filtration systems. This Consent Judgment resolves CEH's claims against Settling Defendants, as described further herein, with respect to drinking water filtration systems utilizing activated carbon filters and replacement filters used in such systems (excluding any industrial filters), which are referred to herein as the "Products."

1.3 More than sixty days prior to filing the Action, CEH served each Settling Defendant and the appropriate public enforcement agencies with the requisite 60-day notice that each Settling Defendant is in violation of Proposition 65. CEH's Notices and its Complaint allege that Settling Defendants discharge and release arsenic (inorganic arsenic compounds) and arsenic (inorganic oxides) (referred to collectively herein as "Arsenic"), chemicals known to the State of California to cause cancer and birth defects or other reproductive harm, into sources of drinking water through the sale and use of the Products, in violation of Cal. Health & Safety Code ("Health & Safety Code") § 25249.5. Settling Defendants contend that there has been no violation of Proposition 65 or Health & Safety Code § 25249.5.

1.4 CEH's Notices and its Complaint also allege that Settling Defendants did not provide a clear and reasonable warning to purchasers of the Products regarding the

carcinogenicity and reproductive toxicity of Arsenic, in violation of Health & Safety Code § 25249.6. Settling Defendants contend that there has been no violation of Health & Safety Code § 25249.6.

1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in CEH's Complaint and personal jurisdiction over Settling Defendants as to the acts alleged in CEH's Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint against Settling Defendants based on the facts alleged therein.

1.6 For the purposes of resolving this dispute by compromise and avoiding prolonged litigation, CEH and Settling Defendants enter into this Consent Judgment as a full and final settlement of all claims that were raised in the Complaint, or which could have been raised in the Complaint, arising out of the facts or conduct alleged therein. By execution of this Consent Judgment and agreeing to provide the relief and remedies specified herein, Settling Defendants do not admit any issue of fact or law, including but not limited to any violations of Proposition 65 or any other law or legal duty, and in fact deny that any violations whatsoever have occurred. By execution of this Consent Judgment and agreeing to the injunctive relief set forth herein, CEH does not admit any issue of fact or law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense the Parties may have in this or any other or future legal proceedings. This Consent Judgment is the product of negotiation and is accepted by the Parties for purposes of settling and resolving issues disputed in this action, including future compliance by Settling Defendants with Section 2 of this Consent Judgment, and shall not be used for any other purpose, or in any other matter. Nothing in this Consent Judgment shall prohibit CEH from seeking, or the Court from ordering, different injunctive or other relief from entities that are not party to this Consent Judgment.

1.7 The term "Opt-In Settling Defendants" means those Settling Defendants that have executed this Consent Judgment pursuant to the process set forth in the Order Approving Opt-In Procedure entered by the Court in this action.

2. **COMPLIANCE**

2.1 **Arsenic Reformulation.** As of October 15, 2009 (the "Final Compliance Date"), Settling Defendants shall not manufacture, distribute, ship, or sell, or cause to be manufactured, distributed, shipped or sold, any Products that leach Arsenic in concentrations greater than 5 parts per billion ("ppb") using NSF Standard 42, 53 or the appropriate NSF Standard applicable to the Product being tested (in any case, using the latest edition) (the "Test Protocol"). However, each Settling Defendant shall use its best efforts to comply with this reformulation requirement as soon as possible.

2.1.1 **Validation Testing.** After the Final Compliance Date, to ensure compliance with Section 2.1, and to validate the reliability of the Raw Material Testing conducted pursuant to Section 2.1.2, each Settling Defendant shall select two of its Products (the "Validation Products") to be tested using the Test Protocol according to the criteria set forth below.

2.1.1.1 Products To Be Tested: The Validation Products shall be selected according to the following criteria:

(a) Water To Carbon Ratio: The first Validation Product for Validation Testing shall be selected based on the void volume (*i.e.* amount of water that fills the end product) to carbon content ratio. Each Settling Defendant shall select the Product with the lowest water to carbon ratio that it sold in the United States during the prior year. The void volume shall be determined by the difference in the weight of the dry (unused) Product and the fully wetted out (flushed) Product using the conversion factor of 1 gram of water = 1 mL. If the Validation Product selected by a Settling Defendant under this subsection was purchased from another Settling Defendant, the purchasing Settling Defendant may rely on the supplier Settling Defendant's testing pursuant to Section 2.2, provided that the water to carbon ratio of the Product tested by the supplier Settling Defendant is equal to or lower than the water to carbon ratio of the Product selected by the purchasing Settling Defendant.

(b) Sales: The second Validation Product for Validation Testing shall be selected based on the unit sales volume of the Product in the United States. Each Settling Defendant shall select the Product that it sold and that: (1) had the highest sales in the United

States in the year prior to the testing; and (2) the Settling Defendant still offers for sale in the United States.

2.1.1.2 Frequency Of Testing: Following the Final Compliance Date, each Settling Defendant shall conduct Validation Testing on a representative unit or units of each Validation Product in accordance with the Test Protocol and Section 2.1.1.1 at least one time per calendar quarter. In the event that the Validation Testing demonstrates one year of continuous compliance with the 5 ppb reformulation standard for both Validation Products tested, that Settling Defendant may reduce the frequency of testing thereafter for both Validation Products to one time every six months. In the event that the Validation Testing demonstrates six years of continuous compliance with the 5 ppb reformulation standard for both Validation Products, that Settling Defendant shall no longer be required to conduct the Validation Testing pursuant to Section 2.1.1. Each Validation Product shall contain carbon from a lot that has already passed the Raw Material Testing conducted pursuant to Section 2.1.2.

2.1.1.3 Products That Exceed Reformulation Standard: After the Final Compliance Date, if any Settling Defendant obtains test results indicating that a Validation Product leaches Arsenic in concentrations greater than 5 ppb, that Settling Defendant shall, within 45 days of receiving such results, provide to CEH: (a) a copy of the test results and any related QA/QC or other documentation regarding the testing; (b) an itemization of all Products, if any, that the Settling Defendant offered for direct sale in California and that contain carbon from the same lot as the Validation Product that failed the Validation Test, including the model name and number, number of units affected, and distribution status of those units; (c) with respect to Products, if any, that were offered for direct sale in California by that Settling Defendant and that contain carbon from the same lot as the Validation Product that failed the Validation test, a plan of correction to remedy the violation, including a detailed description of the specific corrective actions to be taken, the dates such actions will be completed, and the scope of such actions (including, but not limited to, which Products will be addressed by the action); and (d) a description of what changes, if any, the Settling Defendant proposes to make to the Raw Material Testing procedure set forth in Exhibit A to ensure that the procedure is adequately screening

Arsenic levels in the Products' activated carbon. If a Settling Defendant knows or has reason to know that there were material indirect sales in California of Products that contain carbon from the same lot as the Validation Product that failed the Validation Test, the Settling Defendant shall include all such Products sold nationally in its itemization of affected Products. The Settling Defendant and CEH shall meet and confer regarding the scope of any corrective action, including but not limited to corrective action to remedy violations regarding material indirect sales to California. If CEH disagrees with the sufficiency or timing of the Settling Defendant's proposed corrective action, or if the Parties are unable to agree as to what changes, if any, need to be made to the Raw Material Testing procedure, CEH may seek enforcement of this Consent Judgment in accordance with Section 5.

2.1.2 **Raw Material Arsenic Level And Testing.** Beginning on the Final Compliance Date, and to further ensure compliance with Section 2.1, Settling Defendants shall not use activated carbon that leaches Arsenic in concentrations greater than 5 ppb using the Raw Material Testing procedure set forth in Exhibit A in any Products or Components (as that term is defined in Section 7.1). Settling Defendants shall test each lot (as that term is defined in the Raw Material Testing procedure) of raw activated carbon used in the Products or Components using the Raw Material Testing procedure set forth in Exhibit A.

2.2 **Certification Of Level From Suppliers.** To the extent any Settling Defendant relies upon its suppliers to conduct any of the testing required by this Consent Judgment, such Settling Defendant shall obtain written certification with corresponding test results from its suppliers

2.3 **Documentation.** The certifications and results of all testing performed pursuant to this Consent Judgment shall be retained by each Settling Defendant for a period of five years from the date of the certification or testing and shall be made available to CEH upon request.

2.4 **Confirmatory Testing By CEH.** CEH intends to conduct periodic testing of the Products sold in California. Any such testing will be conducted in accordance with the Test Protocol.

2.5 **Product Flushing Instructions.** As of the Final Compliance Date, for Products each Settling Defendant manufactures, distributes, ships or sells, the Settling Defendant shall transmit initial flushing instructions to its customers by installation manuals, owner's manuals, labels, packaging or other methods, as follows: (1) for point of entry Products having bed volumes of 0.5 cubic feet or less, and for all point of use Products, initial flushing of no less than ten (10) bed volumes; and (2) for point of entry Products having bed volumes of greater than 0.5 cubic feet, initial flushing of no less than ten (10) gallons.

3. **SETTLEMENT PAYMENT**

3.1 Within 20 days after the initial entry of this Consent Judgment by the Court, CUNO shall pay $145,000 as a settlement payment. The payment required under this section shall be delivered to the offices of Lexington Law Group, LLP. Any failure by CUNO to comply with the payment terms herein shall be subject to a stipulated late fee in the amount of $100 for each day after the delivery date the payment is received. The late fees required under this section shall be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 5 of this Consent Judgment. The funds paid by CUNO shall be made payable and distributed as follows:

3.1.1 Penalty: $5,000 of CUNO's payment shall be made by check payable to the Center For Environmental Health as a penalty pursuant to Health & Safety Code § 25249.7(b). CEH shall apportion the penalties in accordance with Health & Safety Code § 25249.12.

3.1.2 Monetary Payment In Lieu Of Penalty: $45,000 of CUNO's payment shall be made by check payable to the Center For Environmental Health as payment to CEH in lieu of penalty pursuant to Health & Safety Code section 25249.7(b), and California Code of Regulations, title 11, section 3203(b). CEH shall use such funds to continue its work protecting people from exposures to toxic chemicals. As part of this work, CEH may conduct periodic testing of the Products as set forth in Section 2.4 as well as Products sold by non-parties.

3.1.3 Attorneys' Fees: $95,000 of CUNO's payment shall be made by check payable to the Lexington Law Group, LLP as reimbursement of a portion of CEH's reasonable attorneys' fees incurred as a result of investigating, bringing this matter to CUNO's attention, litigating and negotiating a settlement in the public interest.

3.2 Within 30 days of Notice of Entry of the original Consent Judgment, each Opt-In Settling Defendant that has executed the Consent Judgment and been approved to participate as an Opt-In Settling Defendant pursuant to the process set forth in the Order Approving Opt-In Procedure entered by the Court in this action shall pay $145,000 as a settlement payment. The payment required under this section shall be delivered to the offices of Lexington Law Group, LLP. The funds paid by each Opt-In Settling Defendant shall be made payable to "Lexington Law Group Attorney-Client Trust Account" and distributed as follows:

3.2.1 Penalty: $5,000 of each Opt-In Settling Defendant's payment shall be allocated to the Center for Environmental Health as a penalty pursuant to Health & Safety Code § 25249.7(b). CEH shall apportion the penalties in accordance with Health & Safety Code § 25249.12.

3.2.2 Monetary Payment In Lieu Of Penalty: $45,000 of each Opt-In Settling Defendant's payment shall be allocated to the Center for Environmental Health as a payment in lieu of penalty pursuant to Health & Safety Code section 25249.7(b), and California Code of Regulations, title 11, section 3203(b). CEH shall use such funds to continue its work protecting people from exposures to toxic chemicals. As part of this work, CEH may conduct periodic testing of the Products as set forth in Section 2.4 as well as Products sold by non-parties.

3.2.3 Attorneys' Fees: $91,100 of each Opt-In Settling Defendant's payment shall be allocated to Lexington Law Group, LLP as reimbursement of a portion of CEH's reasonable attorneys' fees incurred as a result of investigating, bringing this matter to Settling Defendants' attention, litigating and negotiating a settlement in the public interest.

3.2.4 Costs: $3,900 of each Opt-In Settling Defendant's payment shall be allocated to Lexington Law Group, LLP as reimbursement of a portion of CEH's reasonable investigation fees and costs, and any other costs incurred as a result of investigating, bringing this matter to Settling Defendants' attention, litigating and negotiating a settlement in the public interest.

4. MODIFICATION OF CONSENT JUDGMENT

4.1 This Consent Judgment may be modified by written agreement of CEH and Settling Defendants, after noticed motion, and upon entry of an amended consent judgment by the Court thereon, or upon motion of CEH or any Settling Defendant and upon entry of an amended consent judgment by the Court.

5. ENFORCEMENT OF CONSENT JUDGMENT

5.1 CEH may, by motion or application for an order to show cause before the Superior Court of the County of Alameda, enforce the terms and conditions contained in this Consent Judgment. Prior to bringing any motion or application to enforce the requirements of Section 2 above, CEH shall provide the Settling Defendant alleged to be in violation of Section 2 with a Notice of Violation and a copy of any test results which purportedly support CEH's Notice of Violation. The parties shall then meet and confer regarding the basis for CEH's anticipated motion or application in an attempt to resolve it informally. Should such attempts at meeting and conferring fail, CEH may file its enforcement motion or application. Should CEH prevail on any motion or application to enforce a material violation of the Consent Judgment under this section, CEH shall be entitled to its reasonable attorneys' fees and costs incurred as a result of such motion or application. Should a Settling Defendant prevail on any motion or application under this section, the Settling Defendant may be awarded its reasonable attorneys' fees and costs as a result of such motion or application upon a finding by the court that CEH's prosecution of the motion or application was not in good faith. This Consent Judgment may only be enforced by CEH or the California Attorney General.

6. **APPLICATION OF CONSENT JUDGMENT**

6.1 This Consent Judgment shall apply to and be binding upon the parties hereto, their divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

7. **RELEASE**

7.1 This Consent Judgment is a full, final and binding resolution among

- CEH, acting in the public interest pursuant to Health & Safety Code section 25249.7(d);
- Settling Defendants;
- Settling Defendants' respective parents, subsidiaries, affiliates, directors, officers, employees, agents, shareholders and their successors and assigns ("Defendant Releasees"); and
- Settling Defendants' customers, distributors, wholesalers or retailers, or any other person within Settling Defendants' downstream chain of distribution which may in the course of doing business use, maintain, distribute or sell Products and Components which are manufactured, distributed or sold by a Settling Defendant (including Products and Components which are privately labeled by persons other than a Settling Defendant) (hereinafter "Downstream Entity," and collectively "Downstream Entities"),

of any violation of Proposition 65 or any other statutory or common law claim that was or could have been asserted in the Complaint against Settling Defendants, Defendant Releasees or Downstream Entities based on alleged failure to warn about exposure to Arsenic contained in the Products and Components, as well as any alleged discharge of Arsenic into a source of drinking water from the Products and Components, with respect to any Products and Components manufactured, distributed or sold by a Settling Defendant on or prior to the Final Compliance Date (hereinafter "Released Products"). For purposes of this Section 7, "Components" means activated carbon-containing elements incorporated into Products with water to carbon ratios greater than or equal to the Validation Product selected by that Settling Defendant pursuant to Section 2.1.1.1(a) with the lowest water to carbon ratio.

7.2 CEH, acting for itself and on behalf of the public interest pursuant to Health & Safety Code section 25249.7(d), hereby releases, waives and forever discharges any and all claims against Settling Defendants, Defendant Releasees and Downstream Entities based on

alleged failure to warn about exposure to Arsenic contained in any Released Products, as well as any alleged discharge of Arsenic into a source of drinking water from any Released Products.

7.3 Compliance with the terms of this Consent Judgment by a Settling Defendant shall constitute compliance with Proposition 65 by the Settling Defendant, Defendant Releasees and Downstream Entities with respect to any alleged failure to warn about exposure to Arsenic contained in the Products and Components as well as any alleged discharge of Arsenic into a source of drinking water from such Products and Components, with respect to any Products and Components manufactured, distributed or sold by Settling Defendants (including such Products and Components privately labeled by Downstream Entities). Nothing in this Section 7 shall be deemed to limit or affect the obligations of any Party created under this Consent Judgment.

8. GOVERNING LAW

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

9. RETENTION OF JURISDICTION

9.1 This Court shall retain jurisdiction of this matter to implement this Consent Judgment.

10. PROVISION OF NOTICE

10.1 All notices required pursuant to this Consent Judgment and correspondence shall be sent to the person identified for each party in the attached Exhibit B.

11. COURT APPROVAL

11.1 If this Consent Judgment is not approved by the Court, it shall be of no further force or effect and shall not be introduced as evidence or otherwise used in any proceeding for any purpose. The Parties agree to mutually employ their best efforts to seek approval of the Consent Judgment by the Court in a timely manner.

12. **EXECUTION AND COUNTERPARTS**

12.1 The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

13. **AUTHORIZATION**

13.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the party represented and legally bind that party. The undersigned have read, understand and agree to all of the terms and conditions of this Consent Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH

Dated: 10/24/08

MICHAEL GREEN, *Executive Director*
CENTER FOR ENVIRONMENTAL HEALTH

CUNO, INCORPORATED

Dated: _____

THOMAS J. HAMLIN
Printed Name

SENIOR VICE-PRESIDENT, RD&E
Title

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CENTER FOR ENVIRONMENTAL HEALTH

Dated: _____

MICHAEL GREEN, *Executive Director*
CENTER FOR ENVIRONMENTAL HEALTH

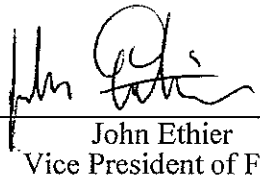
CUNO, INCORPORATED

Dated: 10-24-08

THOMAS J. HAMLIN
Printed Name

SENIOR VICE-PRESIDENT, RD&E
Title

ECOWATER SYSTEMS LLC



John Ethier
Vice President of Finance

Dated: October 30, 2008

EVERPURE, LLC

Angela D. Lagerson

Dated: November 17, 2008

ANGELA D. LAGERSON
Printed Name

ASSISTANT SECRETARY
Title

GENERAL ELECTRIC COMPANY

Jeffrey W. Connelly

Dated: 12/1/08

JEFFREY W. CONNELLY

Printed Name

V.P. - SUPPLY CHAIN OPS

Title

KX TECHNOLOGIES, LLC/KX TECHNOLOGIES PTE

Dated: 11/5/2008

Russell Patterson

Printed Name

President

Title

PENTAIR RESIDENTIAL FILTRATION, LLC/
FIBREDYNE, LLC/FLECK CONTROLS, LLC

Dated: November 17, 2008

ANGELA D. LAGESSON
Printed Name

ASSISTANT SECRETARY
Title

JUDGMENT

Based upon the stipulated Consent Judgment between CEH and Settling Defendants, the settlement is approved and judgment is hereby entered according to the terms herein.

Dated: DEC 1 1 2008

STEVEN A. BRICK
JUDGE
Superior Court of the State of California

OPT-IN SIGNATURES AND

NOTICES OF INTENT TO OPT-IN

NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 WATER FILTERS CONSENT JUDGMENT

Eric S. Somers
Lexington Law Group, LLP
1627 Irving Street
San Francisco, CA 94122

Please take notice that the undersigned company desires to become an Opt-In Settling Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG08-386432 on September 9, 2008 (the "Consent Judgment") pursuant to the process established in the Order Approving Opt-In Procedure (the "Opt-In Order"). The undersigned company has received a Notice of Violation of Proposition 65 for Arsenic discharges and exposures from drinking water filtration systems utilizing activated carbon filters and replacement filters used in such systems from the Center for Environmental Health. The undersigned company understands that it must return this completed form along with the attached signature page and the opt-in payment of $145,000 payable to "Lexington Law Group Attorney-Client Trust Account" on or before October 21, 2008 to the address listed above. A copy of this Notice must be sent to Counsel for Cuno Incorporated, Ann Grimaldi at McKenna, Long & Aldridge, 101 California Street, Floor 41, San Francisco, California 94111.

The undersigned company understands that it must meet the criteria for an Opt-in Defendant under the Consent Judgment and the Opt-In Order and that Plaintiff reserves the right to reject any Notice of Intent to Opt-In for any reason. If it is determined that your company does not meet the criteria or if Plaintiff otherwise rejects your Notice of Intent, it is understood that any payments will be returned.

Please fill out the attached form completely. Failure to do so could lead to your company being excluded from the Opt-In process.

Name of Opt-In Settling Defendant: **EcoWater Systems LLC**

Name and Contact Information of Person To Receive Notice: Pursuant to Section 10 and Exhibit b to the Consent Judgment):

John Ethier
EcoWater Systems LLC
1890 Woodlane Drive
Woodbury, MN 55125

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

ECOWATER SYSTEMS LLC

John Ethier
Vice President of Finance

NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 WATER FILTERS CONSENT JUDGMENT

Eric S. Somers
Lexington Law Group, LLP
1627 Irving Street
San Francisco, CA 94122

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Please fill out the attached form completely. Failure to do so could lead to your company being excluded from the Opt-In process.

Name of Opt-In Settling Defendant: Everpure, LLC

Name and Contact Information of Person To Receive Notice: Pursuant to Section 10 and Exhibit b to the Consent Judgment):

Ted Herzog
Pentair, Inc.
5500 Wayzata Boulevard
Suite 800
Golden Valley, MN 55416

Wayne Rosenbaum
Foley & Lardner LLP
402 W. Broadway, 21st Floor
San Diego, CA 92101

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Everpure, LLC
Company Name

Angela D. Lageson
Signature

Angela D. Lageson
Printed Name

Assistant Secretary
Title

NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 WATER FILTERS CONSENT JUDGMENT

Eric S. Somers
Lexington Law Group, LLP
1627 Irving Street
San Francisco, CA 94122

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The undersigned company understands that it must meet the criteria for an Opt-in Defendant under the Consent Judgment and the Opt-In Order and that Plaintiff reserves the right to reject any Notice of Intent to Opt-In for any reason. If it is determined that your company does not meet the criteria or if Plaintiff otherwise rejects your Notice of Intent, it is understood that any payments will be returned.

Please fill out the attached form completely. Failure to do so could lead to your company being excluded from the Opt-In process.

Name of Opt-In Settling Defendant: General Electric Company

Name and Contact Information of Person To Receive Notice: Pursuant to Section 10 and Exhibit b to the Consent Judgment):

Colleen Connor
Name

GE Water & Process Technologies
Address

4636 Somerton Road

Trevose, PA 19053

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

General Electric Company
Company Name

Jeffrey W. Connelly
Signature

Jeff Connelly
Printed Name

Vice President
Title

NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 WATER FILTERS CONSENT JUDGMENT

Eric S. Somers
Lexington Law Group, LLP
1627 Irving Street
San Francisco, CA 94122

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Please fill out the attached form completely. Failure to do so could lead to your company being excluded from the Opt-In process.

Name of Opt-In Settling Defendant: KX Technologies, LLC/KX Technologies PTE

Name and Contact Information of Person To Receive Notice: Pursuant to Section 10 and Exhibit b to the Consent Judgment):

Russell Patterson
Name

KX Technologies, LLC/KX Technologies PTE
Address

269 South Lambert Road

Orange, CT 06477

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

KX Technologies, LLC/KX Technologies PTE
Company Name

Signature

Russell Patterson
Printed Name

President
Title

NOTICE OF INTENT TO OPT-IN TO
PROPOSITION 65 WATER FILTERS CONSENT JUDGMENT

Eric S. Somers
Lexington Law Group, LLP
1627 Irving Street
San Francisco, CA 94122

Please take notice that the undersigned company desires to become an Opt-In Settling Defendant to the Consent Judgment entered by the Alameda County Superior Court in Case No. RG08-386432 on September 9, 2008 (the "Consent Judgment") pursuant to the process established in the Order Approving Opt-In Procedure (the "Opt-In Order"). The undersigned company has received a Notice of Violation of Proposition 65 for Arsenic discharges and exposures from drinking water filtration systems utilizing activated carbon filters and replacement filters used in such systems from the Center for Environmental Health. The undersigned company understands that it must return this completed form along with the attached signature page and the opt-in payment of $145,000 payable to "Lexington Law Group Attorney-Client Trust Account" on or before October 21, 2008 to the address listed above. A copy of this Notice must be sent to Counsel for Cuno Incorporated, Ann Grimaldi at McKenna, Long & Aldridge, 101 California Street, Floor 41, San Francisco, California 94111.

The undersigned company understands that it must meet the criteria for an Opt-in Defendant under the Consent Judgment and the Opt-In Order and that Plaintiff reserves the right to reject any Notice of Intent to Opt-In for any reason. If it is determined that your company does not meet the criteria or if Plaintiff otherwise rejects your Notice of Intent, it is understood that any payments will be returned.

Please fill out the attached form completely. Failure to do so could lead to your company being excluded from the Opt-In process.

Name of Opt-In Settling Defendant: Pentair Residential Filtration, LLC/Fibredyne, LLC/Fleck Controls, LLC

Name and Contact Information of Person To Receive Notice: Pursuant to Section 10 and Exhibit b to the Consent Judgment):

Ted Herzog
Pentair, Inc.
5500 Wayzata Boulevard
Suite 800
Golden Valley, MN 55416

Wayne Rosenbaum
Foley & Lardner LLP
402 W. Broadway, 21st Floor
San Diego, CA 92101

I HAVE READ AND UNDERSTOOD THE CONSENT JUDGMENT AND THIS NOTICE AND AM AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF THE COMPANY LISTED BELOW.

Pentair Residental Filtration, LLC/Fibredyne, LLC/Fleck Controls, LLC
Company Name

Signature

ANGELA D. LAGESON
Printed Name

ASSISTANT SECRETARY
Title

EXHIBIT A

RAW MATERIAL SAMPLING AND MONITORING PROTOCOL

1.1 Definitions

1.1.1 A "continuous sample" is defined as a spot sample obtained from a pipeline conveying the product in such a manner as to give a representative average of the stream throughout the period of transit.

1.1.2 A "lot" is defined as a discrete quantity of material from one manufacturing batch and must be identified as such by the manufacturer.

1.1.3 A "thief sample" is a sample taken at a specific time and location using a sampling tube or special thief, either as a core sample or spot sample from a specific point in a container.

1.2 Sample Collection and Sampling Frequency

1.2.1 In the case where carbon from a single lot is received in multiple discrete packages, such as bags or drums, a single thief sample shall be taken from a random location within each package. If the number of samples required pursuant to step 1.2.2 below exceeds the number of discrete packages received, then multiple thief samples shall be taken from random locations in the packages being sampled. If the number of samples required pursuant to step 1.2.2 below is less than the number of discrete packages received, then a single thief sample shall be taken from a random location from a sufficient number of randomly selected packages to satisfy step 1.2.2 below.

1.2.2 A minimum of one random thief sample shall be taken for each 5,000 lbs of carbon in each lot.

1.2.3 The thief samples may be tested individually or made into a representative composite sample.

1.2.4 If the carbon from a lot is not already in discrete packages or containers, refer to step 1.2.2 above for the number of random thief samples to be taken within the lot.

1.2.5 Samples will be collected and analyzed for testing in accordance with Sections 1.4, 1.5 or 1.6 below as applicable.

1.3 Selection of Raw Material Extraction Test Method

1.3.1 Raw material extraction testing shall be conducted on each sample collected in accordance with Section 1.2 above. The entity undertaking the raw material extraction testing shall use one of the three methods described below, provided that the beaker test described in Section 1.6 may only be used as an option for carbon used in block filters.

1.4 Column Test Method

1.4.1 Measure a sample of carbon in a graduated cylinder. Vibrate or tamp down to a minimum volume of 100 ± 5 cc (1 cc + 1 mL). Place the carbon in a glass or plastic column with a glass or plastic frit or glass wool plug to retain the carbon in the column. The column should have a Teflon stopcock or other means to control release of water and to accommodate connection for vacuum filtration.

1.4.2 Add deionized water meeting the specifications for Type II water set forth in Section 1.1 of ASTM D1193-91 Standard Specification for Reagent Water (@ 20 ± 5°C) (hereinafter "Deionized Water") to the column. Place a tight fitting rubber stopper in the top of the column and invert the column several times to fluidize the carbon and release any air bubbles. Flush the carbon bed by drawing off no more than 10 bed volumes (1000 ± 50 mL) of water in no more than twenty (20) minutes. After flushing has been completed, invert the column several more times to assure all the air bubbles have been released. Note: Vacuum suction may be needed to achieve the required flow rate if fine mesh carbon is tested. Discard the flush water.

1.4.3 After drawing off the flush, let 50 ± 5 mL remain above the carbon bed in the column. Allow the column to sit stagnant for 24 hours.

1.4.4 After the 24-hr stagnation time, draw off by gravity flow or by vacuum suction all the water from the column. If carbon fines are visible in the water sample, filter through an appropriately sized filter (*e.g.*, Whatman 934AH glass fiber filter paper disc or equivalent such as Gelman type A/E, Millipore type AP40). Collect the water sample in an acid-washed glass container and preserve the sample by adding concentrated nitric acid to achieve a 1 % (v/v) acid solution.

1.4.5 Add Deionized Water to the column until there is 50 ± 5 mL present above the carbon bed. If air bubbles are present in the column, repeat the process of inverting the column as described in 1.4.2. Continue with steps 1.4.2 through 1.4.4 until a total of three stagnation samples have been collected.

1.4.6 Combine the three stagnation samples as one composite sample and analyze for arsenic in accordance with the EPA methods referenced in NSF Standard 53 (latest edition).

1.5 Beaker Test Method

1.5.1 Place a 50 cc sample of carbon in 125 mL of Deionized Water (as defined in Section 1.4.2 above) in a container. Using a glass rod gently stir the carbon/water mixture until any trapped air bubbles have been released. Cover the sample and soak for 6 hours.

1.5.2 Decant or vacuum filter sample using a filter appropriate for carbon particle size.

1.5.3 Transfer filtered extract into sample bottle. Preserve the sample by adding concentrated nitric acid to achieve a 1 % (v/v) acid solution.

1.5.4 Analyze samples in accordance with those EPA Analytical Methods referenced in NSF Standard 53 (latest edition).

1.6 Beaker Test Method – Option for Carbon Used in Block Filters Only

1.6.1 The version of the Beaker Test Method described in this Section 1.6 is an optional test method for carbon to be used in block filters. While each test method set forth in the protocol may be used to test carbon used in block filters, the test set forth in Section 1.6 may not be used unless the carbon to be tested is to be used in block filters.

1.6.2 Place a 50 cc sample of carbon in 125 mL of Deionized Water (as defined in Section 1.4.2 above) in a container. Cover the container and let soak for three hours.

1.6.3 After the soak, decant or vacuum filter the sample. If vacuum filtration is used, transfer carbon to the original container. Add 125 ml of Deionized Water to the carbon. Using a glass rod gently stir the carbon/water mixture until any trapped air bubbles have been released. Cover the sample and soak for 24 hours.

1.6.4 Decant or vacuum filter sample using a filter appropriate for carbon particle size.

1.6.5 Transfer filtered extract into sample bottle. Preserve the sample by adding concentrated nitric acid to achieve a 1 % (v/v) acid solution.

1.6.6 Analyze samples in accordance with those EPA Analytical Methods referenced in NSF Standard 53 (latest edition).

1.7 Test Results

1.7.1 Irrespective of the method used (*i.e.* column or beaker), the arsenic limit shall be 5 parts per billion ("ppb").

1.7.2 Should a lot of raw material exceed 5 ppb, the entity undertaking the raw material testing and/or the manufacturer shall be entitled to undertake further processing of the lot so as to reduce the levels of extractable arsenic. If the entity undertaking the raw material testing and/or the manufacturer chooses to undertake any such further processing, it shall assign a new lot number to the lot, and, following such further processing, shall subject the lot to raw material testing in accordance with the applicable testing procedure described above. The entity undertaking any such further processing shall document steps taken to further process the raw material and shall make any such documentation available to CEH upon request.

EXHIBIT B

Persons To Receive Notice

PLAINTIFF:	**Center for Environmental Health**
Notice to :	Eric S. Somers, Esq. Lexington Law Group, LLP 1627 Irving Street San Francisco, CA 94122
SETTLING DEFENDANT:	**CUNO Incorporated**
Notice to :	Claudia J. Carr, Esq. General Counsel CUNO, Inc. 400 Research Parkway Meriden, CT 06450 Ann G. Grimaldi, Esq. McKenna Long & Aldridge LLP 101 California St., 41s Flr. San Francisco, CA 94111
SETTLING DEFENDANT:	**EcoWater Systems LLC**
Notice to :	John Ethier EcoWater Systems LLC 1890 Woodlane Drive Woodbury, MN 55125
SETTLING DEFENDANT:	**KX Technologies, LLC/KX Technologies PTE**
Notice to :	Russell Patterson KX Technologies, LLC/KX Technologies PTE 269 South Lambert Road Orange, CT 06477

SETTLING DEFENDANT:	**Pentair Residential Filtration, LLC/Fibredyne, LLC/Fleck Controls, LLC**
Notice to :	Ted Herzog Pentair, Inc. 5500 Wayzata Boulevard Suite 800 Golden Valley, MN 55416 Wayne Rosenbaum Foley & Lardner LLP 402 W. Broadway, 21st Floor San Diego, CA 92101
SETTLING DEFENDANT:	**Everpure, LLC**
Notice to :	Ted Herzog Pentair, Inc. 5500 Wayzata Boulevard Suite 800 Golden Valley, MN 55416 Wayne Rosenbaum Foley & Lardner LLP 402 W. Broadway, 21st Floor San Diego, CA 92101
SETTLING DEFENDANT:	**General Electric Company**
Notice to :	Colleen Connor GE Water & Process Technologies 4636 Somerton Road Trevose, PA 19053