

1 **1. INTRODUCTION**

2 **1.1 Introduction**

3 This Consent Judgment is entered into by and between Plaintiff People of the State of
4 California and Defendant Olympian Labs, Inc. ("Olympian," or "Defendant"). Plaintiff and
5 Defendant are collectively referred to as the "parties," and individually as a "party," in this
6 Consent Judgment.

7 **1.2 Plaintiff**

8 Plaintiff is the People of the State of California. The Safe Drinking Water and Toxic
9 Enforcement Act of 1986, California Health and Safety Code section 25249.5 et seq.
10 ("Proposition 65"), at section 25249.7, subdivision (c), provides that actions to enforce
11 Proposition 65 may be brought by the Attorney General in the name of the People of the State of
12 California or by any district attorney. California Business and Professions Code sections 17200
13 et seq. also provide that actions to prohibit unfair and unlawful business practices may be brought
14 in the name of the People of the State of California by the Attorney General or by any district
15 attorney.

16 **1.3 Defendant**

17 The settling defendant is Olympian, an Arizona corporation, with its principal place of
18 business at 8445 E. Hartford Drive, Scottsdale, Arizona. For purposes of this Consent Judgment,
19 Olympian acknowledges that it is a corporation with ten or more employees, and that it therefore
20 is a "person in the course of doing business" within the meaning of Proposition 65.

21 **1.4 General Allegation**

22 The People's Complaint alleges that, through the manufacture, distribution, and/or sale of
23 vitamin supplements to consumers in California, Olympian violated the provisions of Proposition
24 65 and Business and Professions Code section 17200 et seq. by knowingly exposing persons to
25 lead, a chemical known to cause cancer and reproductive toxicity, without providing a clear and
26 reasonable warning to such individuals.

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1 **1.5 Covered Products**

2 The term "Covered Products" means products sold for human ingestion for the primary
3 purpose of supplementing the intake of essential vitamins and minerals that (1) are identified on
4 the label as "vitamin," "vitamin-mineral," "multivitamin," or "multivitamin-multi-mineral," or (2)
5 contain as an intended constituent or additive, and for which the presence of the ingredient(s) is
6 stated on the label, one or more of the following: calcium, copper, chlorine, chloride, iodine,
7 iodide, iodate, iron, magnesium, manganese, molybdenum, phosphorus, potassium, selenium,
8 zinc, Vitamin A, beta carotene, retinol, Vitamin D, Vitamin E, Vitamin K, Vitamin B-1; thiamin,
9 Vitamin B-2, riboflavin, Vitamin B-6, pyridoxine, Vitamin B-12, cyanocobalamin, Vitamin C,
10 ascorbic acid, biotin, choline, folic acid, folate (Vitamin B9), niacin, Vitamin B-3, and/or
11 pantothenic acid (Vitamin B-5). Covered Products do not include (1) "fortified foods," i.e., foods
12 to which additional vitamins and minerals have been added, including but not limited to cereal or
13 pasta with vitamins and minerals added, or iodized salt, unless labeled "dietary supplement"; (2)
14 beverages that otherwise would fall within the definition, unless they are labeled "dietary
15 supplement"; or (3) meal replacement products, i.e., products that are intended to provide calories
16 sufficient to replace a meal, unless labeled "dietary supplement." The presence of substances
17 such as herbs, herbal extracts, or amino acids does not preclude a product from falling within the
18 definition of Covered Products if it otherwise falls within the terms set forth.

19 **1.6 Released Products**

20 The term "Released Products" means those products manufactured, distributed, or sold by
21 Defendant that are set forth in Exhibit A.

22 **1.7 Complaint**

23 On December 23, 2008, the People filed a complaint in the Superior Court in and for the
24 County of Alameda against Olympian and certain other vitamin supplement manufacturers,
25 distributors, and sellers, alleging violations of Proposition 65 and Business and Professions Code
26 section 17200 based on the alleged exposures to lead contained in the vitamin supplements. On
27 March 27, 2009, the People filed a First Amended Complaint ("Complaint" or "Action").
28 Olympian filed an answer to the Complaint on July 14, 2009.

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1.8 Complaint Deemed Amended

The Complaint is hereby amended by this Consent Judgment so that all allegations in the Complaint regarding "vitamin supplements" sold, manufactured, or distributed by Olympian are replaced by allegations regarding the Released Products.

1.9 No Admissions or Findings

Olympian denies the material, factual and legal allegations contained in Plaintiff's Complaint and maintains that all Covered Products that it sold and distributed in California have been and are in compliance with all laws, including Proposition 65. The parties enter into this Consent Judgment pursuant to a settlement of certain disputed claims between the parties as alleged in the Complaint for the purpose of avoiding prolonged and costly litigation between the parties hereto. By execution of this Consent Judgment, Olympian does not admit any facts or conclusions of law suggesting or demonstrating any violations of Proposition 65, the Unfair Competition Act, or any other statutory, common law or equitable requirements relating to the Covered Products. Nothing in this Consent Judgment shall be construed as an admission by Olympian of any fact, issue of law, or violation of law. Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, or defense Olympian may have in this or any other or future legal proceedings. However, this paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of Olympian under this Consent Judgment. By execution of this Consent Judgment, the People do not admit any facts or conclusions of law concerning any violations of Proposition 65, the Unfair Competition Act, or any other statutory, common law or equitable requirements relating to the Covered Products. Nothing in this Consent Judgment shall be construed as an admission by the People of any fact or issue of law, nor shall entering into the Consent Judgment constitute or be construed as an admission by the People of any fact or issue of law. Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, or argument the People may have in this or any other or future legal proceedings.

1 **1.10 Consent to Jurisdiction**

2 For purposes of this Consent Judgment only, the parties stipulate that this Court has
3 jurisdiction over Defendant as to the allegations contained in the Complaint, that venue is proper
4 in the County of Alameda, and that this Court has jurisdiction to enter and enforce the provisions
5 of this Consent Judgment.

6 **1.11 Effective Date**

7 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date this
8 Consent Judgment is entered by the Court.

9 **2. INJUNCTIVE RELIEF/ PERMANENT INJUNCTION**

10 **2.1.** On and after the Effective Date of this Consent Judgment, Olympian shall not
11 manufacture for sale in the State of California, distribute into the State of California, or directly
12 sell in the State of California any Covered Product for which the maximum dose recommended
13 on the label contains more than 0.5 micrograms of lead. Olympian shall not reduce the
14 recommended dose (by size, number of tablets, volume, weight, or frequency) of a Covered
15 Product in order to bring a Covered Product into compliance with this Consent Judgment.

16 **2.2.** For Covered Products that cause exposures in excess of that permitted by
17 Paragraph 2.1, unless Olympian can prove that the excess exposure is caused solely by "naturally
18 occurring" lead at the "lowest level currently feasible," as set forth in California Code of
19 Regulations, title 27, section 25501, subdivision (a), Olympian shall, at the point of manufacture,
20 prior to shipment to California, or prior to distribution within California, (1) affix to or print on
21 the Covered Product container, cap, label, or unit package, or (2) display at the point of sale of the
22 Covered Products the following warning (the language in brackets in the warning below is
23 optional):

24 **WARNING:** This product contains [lead,] a chemical known [to the State of California]
25 to cause cancer, birth defects, or other reproductive harm.

26 **2.3** The warning required by paragraph 2.2 above shall be prominently affixed to,
27 printed on, or displayed proximately to the point of sale of each Covered Product with such
28 conspicuousness, as compared with other words, statements, designs, or devices on the labeling as

1 to render it likely to be read and understood by an ordinary individual under customary conditions
2 of purchase or use. If the warning is displayed on the product container or labeling, the warning
3 shall be at least the same size as the largest of any other health or safety warnings on the product
4 container or labeling, and the word "warning" shall be in all capital letters and in bold print. If
5 printed on the labeling itself, the warning shall be contained in the same section of the labeling
6 that states other safety warnings concerning the use of the product. The requirement for product
7 labeling set forth herein is imposed pursuant to the terms of this Consent Judgment and is
8 recognized by the parties as not being the exclusive method of providing a warning for the
9 Covered Products under Proposition 65 and its implementing regulations.

10 2.4. Once a year, on or before the anniversary of the entry of the Consent Judgment,
11 Olympian shall test randomly-selected samples of each Covered Product for lead content, as
12 described in Exhibit B. Olympian shall do such testing using Inductively Coupled Plasma-Mass
13 Spectrometry (ICP-MS), as used by the U.S. Food and Drug Administration for its study of
14 multivitamin supplements in 2008,¹ and using the principles and objectives set forth in Exhibit B.
15 Olympian shall provide any test results and documentation within ten working days of any
16 written request from the People, and shall retain all test results and documentation for a period of
17 four years from the date of the test.

18 3. APPLICATION OF TESTING STANDARD AND PROTOCOLS

19 The testing standard and protocols set forth in this Consent Judgment are based on
20 determinations concerning the nature of the laboratory test used and its relationship to actual and
21 specific conditions of Covered Product use. This Consent Judgment, including, but not limited
22 to, the standards and protocols, is the product of negotiation and compromise and is accepted by
23 the parties for purposes of settling, compromising, and resolving issues disputed in this action,
24 including future compliance by Olympian with Section 2 of this Consent Judgment, and shall not
25 be used for any other purpose, or in any other matter and, except for the purpose of determining
26 future compliance with this Consent Judgment, shall not constitute an adoption or employment of

27 ¹ See Mindak, W.R., Cheng, J., Canas, B.J., & Bolger, P.M. Lead in Women's and
28 Children's Vitamins, *J. Agric. Food Chem.* 2008, 56, 6892-96.

1 a method of analysis for a listed chemical in a specific medium as set forth in California Code of
2 Regulations, title 27, section 25900, subdivision (g).

3 **4. SETTLEMENT PAYMENTS**

4 **4.1 Settlement Amount and Allocation**

5 The total settlement amount to be paid by Olympian shall be \$3,450.00, allocated more
6 specifically as follows:

7 (1) \$1,150.00 of the total settlement amount shall be paid as a civil penalty pursuant
8 to California Health & Safety Code section 25249.12;

9 (2) \$1,150.00 of the total settlement amount shall be paid as a civil penalty pursuant
10 to California Business and Professions Code section 17206; and

11 (3) \$1,150.00 of the total settlement amount shall reimburse the People for the costs
12 and expenses incurred in investigating, bringing, and resolving this action; of this amount,
13 \$766.60 will be applied by the Attorney General to the enforcement of Proposition 65
14 ("Enforcement Fund Payment").

15 **4.2 Enforcement Fund Payment**

16 Money designated above in paragraph 4.1(3) as "Enforcement Fund Payment" shall be
17 placed in an interest-bearing Special Deposit Fund established by the Attorney General. These
18 funds, including any interest, shall be used by the Attorney General, until all funds are exhausted,
19 for the costs and expenses associated with the enforcement and implementation of Proposition 65,
20 including investigations, enforcement actions, other litigation or activities as determined by the
21 Attorney General to be reasonably necessary to carry out his duties and authority under
22 Proposition 65. Such funding may be used for the costs of the Attorney General's investigation,
23 filing fees and other court costs, payment to expert witnesses and technical consultants, purchase
24 of equipment, travel, purchase of written materials, laboratory testing, sample collection, or any
25 other cost associated with the Attorney General's duties or authority under Proposition 65.
26 Funding placed in the Special Deposit Fund pursuant to this paragraph, and any interest derived
27 therefrom, shall solely and exclusively augment the budget of the Attorney General's Office and

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1 in no manner shall supplant or cause any reduction of any portion of the Attorney General's
2 budget.

3 **4.3 Payment Instructions**

4 Olympian shall pay the entire settlement amount within thirty (30) days following the
5 Effective Date. The payments required by this Consent Judgment shall be made through the
6 delivery of a single check made payable to "California Department of Justice," sent by certified
7 or express mail to the attention of Laura J. Zuckerman, Deputy Attorney General, California
8 Department of Justice, Attorney General's Office, 1515 Clay Street, 20th Floor, Oakland, CA
9 94612-0550. The California Department of Justice will thereafter disburse the settlement
10 payment received to the other public agencies representing the People according to a separate
11 agreement. A copy of the check shall be sent to:

12 Robert Thomas
13 Legal Analyst
14 California Department of Justice
15 Office of the Attorney General
16 1515 Clay St., 20th Floor
17 P.O. Box 70550
18 Oakland, California 94612-0550

19 **5. ENFORCEMENT OF CONSENT JUDGMENT**

20 The People may, by motion or order to show cause before the Superior Court of Alameda
21 County, enforce the terms and conditions contained in this Consent Judgment. In any action
22 brought by the People to enforce this Consent Judgment, the People may seek whatever fines,
23 costs, penalties, or remedies as provided by law for failure to comply with the Consent Judgment.
24 Where said failure to comply constitutes future violations of Proposition 65, Business and
25 Professions Code section 17200, or other laws, the People are not limited to enforcement of this
26 Consent Judgment, but may seek in another action whatever fines, costs, penalties, or remedies
27 are provided by law for failure to comply with Proposition 65, Business and Professions Code
28 section 17200 et seq., or other laws. The rights of Olympian to defend itself and its actions in law
or equity shall not be abrogated or reduced in any fashion by the terms of this paragraph.

1 **6. COVERED CLAIMS**

2 This Consent Judgment is a full, final, and binding resolution between the People and
3 Olympian, its parents, shareholders, divisions, subdivision, subsidiaries, sister companies,
4 affiliates, cooperative members, licensors, licensees, retailers, distributors, wholesalers, agents
5 and representatives, and the officers, directors, employees, attorneys, agents, representatives,
6 predecessors, successors, and assigns of any of them, of any violation of Proposition 65 or its
7 implementing regulations, Business and Professions Code sections 17200 et seq., or any other
8 statutory or common law claims that have been or could have been asserted in the Action for
9 failure to provide clear and reasonable warnings required by Proposition 65 of exposure to lead
10 from use of the Released Products, or any other claim based on the facts or conduct alleged in the
11 Complaint as to such Released Products. Olympian waives any claims against the People based
12 on the filing or prosecution of the Action.

13 **7. COURT APPROVAL**

14 The People shall submit this Consent Judgment to the Court for its approval and entry in
15 the Action.

16 **8. RETENTION OF JURISDICTION**

17 This Court shall retain jurisdiction of this matter to implement the Consent Judgment, and
18 to enable plaintiff to apply to the Court upon noticed motion for additional civil penalties, within
19 three years after entry of judgment, in the event there are any material misrepresentations in
20 Olympian's Verified Response to Plaintiff's First Set of Special Interrogatories to Olympian
21 Labs, Inc., dated January 20, 2010, submitted to the People and on which the People relied in
22 executing this Consent Judgment.

23 **9. MODIFICATION**

24 9.1 This Consent Judgment may be modified from time to time by express written
25 agreement of the parties, with the approval of the Court or by an order of this Court. Grounds for
26 considering modification shall include any that are permitted by law, including but not limited to
27 the grounds set forth below.

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1 9.2 If the Attorney General subsequently agrees in a settlement or judicially-entered
2 injunction or consent judgment that vitamin supplements do not require a warning under
3 Proposition 65, or that a modified warning for vitamin supplements is appropriate that differs
4 from that imposed in this Consent Judgment, or establishes allowances for naturally-occurring
5 lead; or a court of competent jurisdiction renders a final judgment in a case brought by the
6 Attorney General that eliminates the warning requirement for vitamin supplements or that
7 modifies the warning requirement for vitamin supplements, either by establishing allowances for
8 naturally-occurring lead or otherwise, then Defendant shall be entitled to seek to modify the terms
9 of this Consent Judgment to make it consistent with the Attorney General agreement or court
10 judgment described herein.

11 **10. SEVERABILITY**

12 If, subsequent to the execution of this Consent Judgment, any of the provisions of this
13 Consent Judgment are held by a Court to be unenforceable, the validity of the enforceable
14 provisions remaining shall not be adversely affected.

15 **11. ENTIRE AGREEMENT**

16 This Consent Judgment contains the sole and entire agreement and understanding of the
17 parties with respect to the entire subject matter hereof, and any and all prior discussions,
18 negotiations, commitments, and understandings related hereto. No representations, oral or
19 otherwise, express or implied, other than those contained herein have been made by any party
20 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
21 deemed to exist or to bind any of the parties.

22 **12. GOVERNING LAW**

23 The terms of this Consent Judgment shall be governed by the laws of the State of
24 California and apply within the State of California.

25 **13. NOTICES**

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

3 To Olympian:

4 Kent J. Schmidt, Esq.
5 Dorsey & Whitney LLP
6 38 Technology Drive, Suite 100
7 Irvine, CA 92618-5310

8 General Counsel
9 Olympian Laboratories, Inc.
10 One Olympian Plaza
11 8445 E. Hartford Drive
12 Scottsdale, AZ 85255

13 To the Office of the Attorney General:

14 Laura J. Zuckerman, Esq.
15 Timothy E. Sullivan, Esq.
16 California Department of Justice
17 P.O. Box 70550
18 1515 Clay Street, Suite 2000
19 Oakland, CA 94612

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

22 **14. COUNTERPARTS; FACSIMILE SIGNATURES**

23 This Consent Judgment may be executed in counterparts and by facsimile, each of which
24 shall be deemed an original, and all of which, when taken together, shall constitute one and the
25 same document.

26 **15. AUTHORIZATION**

27 The undersigned are authorized to execute this Consent Judgment and have read,

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1 understood, and agree to all of the terms and conditions of this Consent Judgment.

2 IT IS SO STIPULATED:

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4 Dated: 2/24/10

EDMUND G. BROWN JR.
ATTORNEY GENERAL OF CALIFORNIA



LAURA J. ZUCKERMAN
TIMOTHY E. SULLIVAN
Deputy Attorneys General
*Attorneys for the People of the State of
California*

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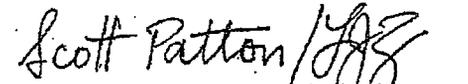
NANCY E. O'MALLEY, District Attorney for the
County of Alameda

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Dated: 2/24/10


SCOTT D. PATTON, Deputy District Attorney,
for Consumer & Environmental Protection
Division

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Dated: 2/24/10

EDWARD S. BERBERIAN, District Attorney for
the County of Marin


ROBERT E. NICHOLS, Deputy District Attorney

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Dated: 2/24/10

DEAN D. FLIPPO, District Attorney for the
County of Monterey


ANNE M. MICHAELS, Deputy District Attorney

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GARY LIEBERSTEIN, District Attorney for the
County of Napa

Daryl Roberts / *[Signature]*

DARYL ROBERTS, Deputy District Attorney

Dated: 2/24/10

TONY RACKAUCKAS, District Attorney for the
County of Orange

Tracy Hughes / *[Signature]*

TRACY HUGHES, Deputy District Attorney

Dated: 2/24/10

BOB LEE, District Attorney for the County of
Santa Cruz

Kelly Walker / *[Signature]*

KELLY J. WALKER, Assistant District Attorney

Dated: 2/24/10

GERALD C. BENITO, District Attorney for the
County of Shasta

Erin Dervin / *[Signature]*

ERIN M. DERVIN, Deputy District Attorney

Dated: 2/24/10

DAVID W. PAULSON, District Attorney for the
County of Solano

Criselda Gonzalez / *[Signature]*

CRISELDA GONZALEZ, Deputy District Attorney

Dated: 2/24/10

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STEPHAN R. PASSALACQUA, District Attorney
for the County of Sonoma

Matthew Cheever

Dated: 2/24/10

MATTHEW T. CHEEVER, Deputy District
Attorney

OLYMPIAN LABS, INC.

Alexander R. Malcolm

Dated: 3-2-2010

ALEXANDER R. MALCOLM, Executive Vice
President and General Manager

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: April 23, 2010

[Signature]
JUDGE OF THE SUPERIOR COURT

Robert B. Freedman

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EXHIBIT A

Vita-Vitamin Prenatal Formulation

Biogra for Women

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EXHIBIT B

It is Defendant's responsibility, and the objective of this instruction, to demonstrate that the sample results obtained accurately represent the lead content of an individual lot of a product line and that product line lot is uniform (or not uniform) in regard to lead content. Sample selection, i.e. sample quantity obtained, randomness of the sample, and frequency of sampling within the lot, is designed to enable the selection of an appropriate sample and one that will allow the preparation of analytical sample portions (0.5-1.0g) that will be homogeneous in regard to lead and reflect the objectives stated above.

Sample selection:

- For tablets, gum-based supplements, gel tabs, liquid products, and powdered products: Collect ten 100g portions (or ten retail units containing >100g or 100ml of product) of each Covered Product randomly from among all production lots in inventory.

Grinding and Mixing:

- Grind or mix for each of the tablets, etc. for 10 sub-samples, individually. Grind tablets into finely divided powder. Gums, semi-solids, and some solid samples, that may contain herbs, may require cryogenic grinding pursuant to the procedure described by Mindak et al. in Lead in Women's and Children's Vitamins, J. Agric. Food Chem. 2008, 56, 6892-96.
- For all products: Combine and mix thoroughly equal (~25g) portions from all 10 sub-samples into a single composite.
- Additionally: Combine and mix thoroughly equal (~25g) portions from each of 2 sub-samples into 5 separate composites.
- Maintain the remaining portions of each sub-sample separately.

Samples subjected to ICP-MS analysis:

- Analyze all composites in duplicate.

Data Quality:

- The difference between duplicate results for the analysis of any one composite shall not vary more than $\pm 20\%$, when the product results are >0.050 mg/kg (ppm).

- 1 • The difference between duplicate results of the analysis of any composite shall not
2 vary more than $\pm 30\%$, when the product results are <0.050 but >0.010 mg/kg
3 (ppm).
4 • All composites exceeding these values shall be reanalyzed.

5 Product variability:

- 6 • If any average value for any duplicate analysis of a composite exceeds $\pm 20\%$ of
7 the overall average value for that product, the product will be declared to lack
8 satisfactory uniformity and therefore subject to recollection and reanalysis, unless
9 the product contains less than 0.050 mg/kg (ppm).

10 Sample Preparation (after Compositing and Grinding):

- 11 • Digestion conditions: Closed vessel, high temperature-pressure, microwave
12 assisted digestion, employing high purity reagents (e.g. double distilled HNO_3).
13 • Typical analytical portion: 0.5 - 1.0 g for ICP-MS depending on the caloric density
14 of the product or ingredient

15 Analyte Determination:

- 16 • ICP-MS-based determination

17 Features of an ICP-MS Based Method:

- 18 • Modern ICP-MS instrument with the capabilities of an Agilent 7500 CE/X, or
19 equivalent.
20 • Conduct method verification procedures and determine figures of merit, ASDL,
21 ASQL, LOD, LOQ, LDR for the conditions and requirements of the
22 determinations
23 • Laboratory meets criteria established for chemistry labs by A2LA
24 • Affirm instrument performance is within manufacturers specifications and settings
25 form Pb
26 • Determine total content Pb-206, -207, -208
27 • IS: Bi-209, Pb-204 or another equivalent isotope.
28 • Operate within a relatively low and narrow range, i.e., $0.5 - 10$ ng/ml Pb in order
to allow maximum dilution and therefore minimal matrix effects.
• Regression coefficient for the standardization, $r^2 \geq 0.995$
• Typical final dilution 200 ml, total dissolved solids $<2\%$ in $2\% \text{HNO}_3$

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- Performance requirements:
 - ASDL: ≤ 0.1 ng/ml
 - ASQL: ≤ 0.3 ng/ml
 - LOQ: ≤ 0.06 mg/kg for a 1g sample, at specified dilution
- QC features: RM/CRM recovery of 0.1-1.0 mg/kg Pb: 80-120% ; (mid-range, second origin check solution) ICV and CCV : 95-105%; MBk: ideally < ASDL, if not, subtract blank reading if analyte level in sample is < 10x the MBk reading; replicate values ≤ 15 % RPD; FAP at 1-2X 80-120%; FAS (90-110%); acceptable Bi-209 IS correction limits 60-140% ; 20% replicate, 20% MBk

Abbreviations and Terms:

Digestion (or mineralization): A process where the objective is to destroy the organic components of a sample

HNO₃: Nitric acid

ICP-MS: Coupled Plasma Mass Spectrometry

Agilent 7500 CE/X: Models of ICP-MS manufactured by Agilent Technologies

ASDL: Analytical Solution Detection Limit

ASQL: Analytical Solution Quantitation Limit

LOD: Limit of Detection

LOQ: Limit of Quantitation or Quantification

LDR: Linear Dynamic Range

A2LA: The American Association for Laboratory Accreditation

Pb-206, -207, -208, -204: Lead isotopes, atomic masses 206, 207, 208, 204

IS: Internal Standard

Bi-209: Bismuth isotope, atomic mass 209 .

QC: Quality Control

RM/CRM: Reference Materials/Certified Reference Materials

ng: Nanogram

ICV: Initial Calibration Verification

CCV: Continuing Calibration Verification

MBk: Method blanks, a QC process control to evaluate the total analyte contributed by reagents and other processing steps

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RPD: Relative Percent Difference, a measure of precision
FAP: Sample spike or Fortified Analytical Portion
FAS: Sample digest solution spike or Fortified Analytical Solution