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Michael Freund SBN 99687
Law Office of Michael Freund
1915 Addison Street
Berkeley, CA 94704
Telephone: (510) 540-1993
Facsimile: (510) 540-5543

Attorney for Plaintiff
David Steinman

ENDORSED
FILED
San Francisco County Superior Court

NOV 04 2009

GORDON PARK-LI, Clerk
BY: JOCELYN C. ROQUE
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

DAVID STEINMAN

Plaintiff

v.

THE CALDREA COMPANY and DOES
1-100

Defendants.

Case No. CGC-09-492647

(Signature)
~~PROPOSED~~ CONSENT
JUDGMENT

I. INTRODUCTION

1.1 On 9/17/, 2009, Plaintiff David Steinman as a private attorney general and in the public interest filed a Complaint for Injunctive and Declaratory Relief and Civil Penalties against Defendant The Caldrea Company ("Caldrea"). The Complaint alleges that Caldrea violated Health and Safety Code section 25249.6 of the Safe Drinking Water and Toxic Enforcement Act of 1986 (also known as "Proposition 65,") through the sale of Mrs. Meyer's Clean Day Liquid Dish Soap by failing to provide a clear and reasonable warning.

1 1.2 The Complaint is based on allegations contained in a Notice of Violation dated March
2 19, 2009, served on the California Attorney General, other public enforcers and Caldrea. A true
3 and correct copy of the Notice of Violation is attached hereto as Exhibit A.
4

5 1.3 Plaintiff David Steinman is an individual interested in the enforcement of Proposition 65.

6 1.4. Defendant The Caldrea Company is a business entity that manufactures, distributes and/or
7 sells Mrs. Meyer's Clean Day Liquid Dish Soap. Caldrea is a company that employs ten or more
8 persons.
9

10 1.5 The Parties enter into this Consent Judgment in order to achieve a full settlement of
11 disputed claims between the Parties as alleged in the Complaint for the purpose of avoiding
12 prolonged litigation. Plaintiff David Steinman has diligently prosecuted this matter and is
13 settling this case in the public interest.
14

15 1.6 Nothing in the Consent Judgment shall be construed as an admission by Caldrea of any
16 fact, issue of law or violation of law, nor shall compliance with the Consent Judgment constitute
17 or be construed as an admission by Caldrea of any fact, issue of law or violation of law, at any
18 time, for any purpose. Nothing in the Consent Judgment shall prejudice, waive or impair any
19 right, remedy or defense that Caldrea may have in any other or further legal proceedings.
20 Nothing in the Consent Judgment or any document referred to herein, shall be construed as
21 giving rise to any presumption or inference of admission or concession by Caldrea as to any
22 fault, wrongdoing or liability whatsoever.
23

24 **II. JURISDICTION AND VENUE**

25 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
26 jurisdiction over the subject matter of this action and personal jurisdiction over the Parties, that
27
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1 venue is proper in this Court, and that this Court has jurisdiction to enter a Consent Judgment
2 pursuant to the terms set forth herein.

3 4 **III. INJUNCTIVE RELIEF -REFORMULATION AND TESTING**

5 **3.1 Reformulation of Mrs. Meyer's Clean Day Liquid Dish Soap**

6 Pursuant to the terms of this Consent Judgment, Caldrea shall reformulate Mrs. Meyer's Clean
7 Day Liquid Dish Soap for sale in California (and for sale to a third party for retail sale in California)
8 so that after September 1, 2009 it will be formulated so that it does not contain any detectable
9 amount of 1,4-dioxane.
10

11 **3.2 Clear and Reasonable Warning:**

12 In the event that Caldrea obtains information that one or more lots of Mrs. Meyer's Clean Day
13 Liquid Dish Soap manufactured after June 1, 2009 for sale in California or to a third party for retail
14 sale in California contains more than 10 ppm of 1,4-dioxane, Caldrea shall immediately provide a
15 clear and reasonable warning on any such lots in its possession with the following language:
16

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

18 In the event that this warning is required, the warning shall be prominently affixed to or
19 printed on the container of Mrs. Meyer's Clean Day Liquid Dish Soap so as to be clearly
20 conspicuous, as compared with other statements or designs on the label as to render it likely to be
21 read and understood by an ordinary purchaser or user of the product.
22

23 **3.3 Testing**

24 Commencing no later than thirty (30) days after the Notice of Entry of Judgment is served
25 on Caldrea, the company shall undertake testing of Mrs. Meyer's Clean Day Liquid Dish Soap.
26 The testing shall continue for a period of four consecutive quarters for a period of one-year.
27 Caldrea shall (itself or through another) test at least one randomly selected sample of Mrs.
28

1 Meyer's Clean Day Liquid Dish Soap each quarter, to confirm that the levels of 1,4-dioxane are
2 below 10 ppm.

3 All testing pursuant to this Consent Judgment shall be performed by a laboratory certified by
4 the California Environmental Laboratory Accreditation Program for the analysis of volatile
5 organics in water or a laboratory that is approved by, accredited by, or registered with the United
6 State Food & Drug Administration for the analysis of volatile organics in water. The laboratory
7 shall conduct the testing according to the protocol attached as Exhibit B hereto. Caldrea shall be
8 required to conduct no further testing as long as both of the following conditions are satisfied:
9

10
11 (1) No single quarterly sample tested pursuant to paragraph 3.3 contains a concentration of
12 1,4- dioxane in excess of 10 ppm;

13 (2) The arithmetic mean of 1,4-dioxane concentrations in all samples tested pursuant to
14 paragraph 3.3 does not exceed 4 ppm.
15

16 3.4 In the event that additional testing is required by the provisions of paragraph 3.3, Caldrea
17 shall continue testing for a period of another one year after the tests set forth in paragraph 3.
18 Caldrea may cease testing after the second year so long as no samples of Mrs. Meyer's Clean
19 Day Liquid Dish Soap have tested in excess of 10 ppm 1,4-dioxane during the two year time
20 period.
21

22 In the event that, after testing has ceased, Caldrea changes the formulation or processing of
23 Mrs. Meyer's Clean Day Liquid Dish Soap in any manner likely to affect the levels of 1,4-
24 dioxane, Caldrea shall test a randomly selected sample from three uniform batches of the product
25 used for the production of three different runs of the product in accordance with the protocol set
26 forth in paragraph 3.3. If no single sample contains a concentration of 1,4-dioxane in excess of 4
27 ppm, no further testing shall be required as long as the product formulation and processing
28

1 remains the same. If a single sample tests above 4 ppm of 1,4-dioxane, Caldrea shall resume the
2 testing process described in paragraph 3.3 above.

3
4 3.5 Caldrea shall retain copies of its test data for a period of three years from the date testing
5 commenced and shall provide all test data to David Steinman upon written request and
6 consummation of a satisfactory confidentiality agreement that permits enforcement of this
7 Consent Judgment and protects the information shared from non-mandatory public disclosure.

8 **IV. PAYMENT**

9
10 In full and final satisfaction of David Steinman's costs of litigation, attorney's fees and all
11 other expenses, Caldrea shall make a total payment of \$50,000.00, payable within fifteen (15)
12 business days of receiving the Notice of Entry of Consent Judgment. Said payments shall be for
13 the following:

14 A. \$ 26,725.00 payable to Freedom Press which includes:.

15
16 a) further testing of consumer products for 1,4-dioxane, formaldehyde and other toxic chemicals;
17 and research into alternatives to the use of toxic chemicals, the promotion of those alternatives;
18 and b) reimbursement of out of pocket expenses of \$20,750.00. The Tax Identification No. for
19 Freedom Press is 95-4736088.

20
21 C. \$23,275.00 payable to Michael Freund as reimbursement of David Steinman's attorney's
22 fees.

23 Caldrea's payments shall be mailed to the Law Office of Michael Freund.

24 **V. RELEASE AND CLAIMS COVERED**

25
26 This Consent Judgment entered by the Court is a final and binding resolution between and
27 among, David Steinman, his agents, employees, attorneys, successors and assigns, acting on
28 behalf of the general public and the public interest pursuant to H&S Code section 25249.7(d),

1 and Caldrea, its parents, subsidiaries, affiliates, divisions, subdivisions, officers, directors,
2 shareholders, employees, agents, attorneys, successors and assigns, of any and all claims, known
3 or unknown, that have been or could have been asserted by David Steinman against Caldrea in
4 the Complaint in regard to Mrs. Meyer's Clean Day Liquid Dish Soap, up to and including the
5 date of entry of Consent Judgment arising from the presence of 1,4-dioxane in Mrs. Meyers
6 Clean Day Liquid Dish Soap. Except for such rights and obligations as have been
7 created under this Consent Judgment, Plaintiff David Steinman, on his own behalf and in
8 bringing an action "in the public interest" pursuant to California Health and Safety Code Section
9 25249.7 (d) with respect to the matters alleged in the this lawsuit, does hereby fully, completely,
10 finally and forever release, relinquish and discharge Caldrea and its respective parents,
11 subsidiaries, affiliates, divisions, subdivisions, officers, directors, shareholders, employees,
12 agents, attorneys, suppliers, manufacturers, distributors, retailers, successors and assigns
13 ("released parties") from any and all claims, actions, causes of action, demands, rights, debts,
14 agreements, promises, liabilities, damages, accountings, costs and expenses, whether known or
15 unknown, suspected or unsuspected, of every nature whatsoever which Plaintiff David Steinman
16 has or may have against the said released parties, arising directly or indirectly out of any fact or
17 circumstance occurring prior to the date upon which the Consent Judgment becomes final,
18 relating to Mrs. Meyer's Clean Day Liquid Dish Soap, including Proposition 65.

19 It is the intention of the Parties to this release that, upon entry of this Consent Judgment by
20 the Court, this Consent Judgment shall be effective as a full and final accord and satisfaction and
21 Release of every released claim up to and including the date of entry of the Consent
22 Judgment. In furtherance of this intention, Plaintiff acknowledges that he is familiar with
23 California Civil Code section 1542, which provides as follows:
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1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
2 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE
3 TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE
4 MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.
5

6 David Steinman hereby waives and relinquishes all of the rights and benefits that Plaintiff has, or
7 may have, under California Civil Code section 1542 (as well as any similar rights and benefits
8 which they may have by virtue of any statute or rule of law in any other state or territory of the
9 United States). David Steinman hereby acknowledges that he may hereafter discover facts in
10 addition to, or different from, those which he now knows or believes to be true with respect to
11 the subject matter of this Consent Judgment and the Consent Judgment entered by the Court and
12 the released claims, but that notwithstanding the foregoing, it is David Steinman's intention
13 hereby to fully, finally, completely and forever settle and release each, every and all released
14 claims, and that in furtherance of such intention, the release herein given shall be and remain in
15 effect as a full and complete general release, notwithstanding the discovery or existence of any
16 such additional or different facts. David Steinman hereby warrants and represents to Caldrea
17 that (a) he has not previously assigned any released claim, and (b) he has the right, ability and
18 power to release each released claim.
19
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21

22 VI. CONTINUING OBLIGATIONS

23 Nothing herein shall be construed as diminishing Caldrea's continuing obligations to comply
24 with Proposition 65.
25

26 VII. SEVERABILITY OF UNENFORCEABLE PROVISIONS

27 In the event that, after entry of this Consent Judgment in its entirety, any of the provisions
28 hereof are subsequently held by a court to be unenforceable, the validity of the enforceable

1 provisions shall not be adversely affected.

2 **VIII. ENFORCEMENT OF CONSENT JUDGMENT**

3 David Steinman may, by motion or as otherwise provided for enforcement of Judgments, seek
4 relief from this Superior Court of the State of California to enforce the terms and conditions
5 contained in this Consent Judgment after its entry by the Court.
6

7 **IX. APPLICATION OF CONSENT JUDGMENT**

8 This Consent Judgment entered by the Court shall apply to, be binding upon and inure to the
9 benefit of Caldrea, its parents, subsidiaries, affiliates, divisions, subdivisions, officers, directors,
10 shareholders, employees, agents, attorneys, suppliers, manufacturers, successors and assigns, and
11 upon David Steinman on his own behalf and on behalf of the general public and the public
12 interest, as well as Mr. Steinman's, employees, agents, successors, attorneys and assigns.
13

14 **X. MODIFICATION OF CONSENT JUDGMENT**

15 This Consent Judgment entered by the Court may be modified only upon written agreement
16 of the Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon a
17 regularly-noticed motion of any Party to the Consent Judgment as provided by law and upon
18 entry of a modified Consent Judgment by the Court.
19

20 **XI. RETENTION OF JURISDICTION**

21 This Court shall retain jurisdiction of this matter to enforce, modify or terminate the
22 Consent Judgment.
23

24 **XII. AUTHORITY TO STIPULATE TO THIS CONSENT JUDGMENT**

25 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
26
27
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1 Party he or she represents to enter into this Consent Judgment and to execute it on behalf of the
2 party represented and legally to bind that party.

3
4 **XIII. COURT APPROVAL**

5 This Consent Judgment shall be effective only after it has been executed by the Court.
6 Otherwise, it shall be of no force or effect and cannot be used in any proceeding for any purpose.

7
8 **XIV. EXECUTION IN COUNTERPARTS**

9 This Consent Judgment may be executed in counterparts and/or by facsimile, which taken
10 together shall be deemed to constitute one document.

11
12 **XV. NOTICES**

13 All notices required to be given to either Party to this Consent Judgment by the other shall
14 be sent to the following agents:

15 **FOR DAVID STEINMAN:**

16 David Steinman
17 Freedom Press, Inc.
18 1801 Chart Trail
19 Topanga, CA 90290

20 Michael Bruce Freund
21 Law Offices of Michael Freund
22 1915 Addison Street
23 Berkeley, CA 94704
24 Telephone: (510) 540-1992
25 Facsimile: (510) 540-5543

26 **FOR THE CALDREA COMPANY:**

27 Monica Nassif, CEO
28 The Caldrea Company
420 N. 5th Street
Suite 600
Minneapolis, MN 55401-2251

1 Gary Roberts
2 Sonnenschein, Nath & Rosenthal, LLP
3 601 S. Figueroa Street, 25th Floor
4 Los Angeles, CA 90017
5 Telephone: (213) 623-9300
6 Facsimile: (213) 623-9924

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9
10 **XVI. GOVERNING LAW**

11 The validity, construction and performance of this Consent Judgment shall be governed by
12 by the laws of the State of California.

13
14
15
16 **XVII. DRAFTING**

17 The terms of this Consent Judgment have been reviewed by the respective counsel for the
18 Parties to this Settlement prior to its signing, and each Party has had an opportunity to fully
19 discuss the terms with counsel. The Parties agree that, in any subsequent interpretation and
20 construction of this Consent Judgment entered thereon, the terms and provisions shall not be
21 construed against either Party.

22
23
24
25 **XVIII. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

26 In the event a dispute arises with respect to either party's compliance with the terms of this
27 Consent Judgment entered by the Court, the Parties shall meet either in person or by telephone
28 and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in
the absence of such a good faith attempt to resolve the dispute beforehand. In the event an action
or motion is filed, however, the prevailing party may seek to recover costs and reasonable
attorney's fees. As used in the preceding sentence, the term "prevailing party" means a party
who is successful in obtaining relief more favorable to it than the relief that the other party was
amenable to providing during the parties' good faith attempt to resolve the dispute that is the
subject of such enforcement action.

1 **XIX. ENTIRE AGREEMENT**

2 This Consent Judgment contains the sole and entire agreement and understanding of the
3 Parties with respect to the entire subject matter hereof, and any and all prior discussions,
4 negotiations, commitments and understandings related hereto. No representations, oral or
5 otherwise, express or implied, other than those contained herein have been made by any party
6 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
7 deemed to exist or to bind any of the Parties.
8

9
10 **XX. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY
11 OF CONSENT JUDGMENT**

12 This settlement has come before the Court upon the request of the Parties. The Parties
13 request the Court to fully review this settlement and, being fully informed regarding the matters
14 which are the subject of this action, to:

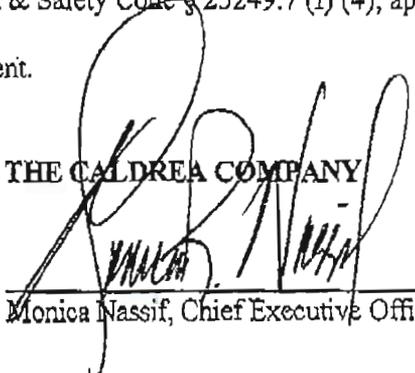
15 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
16 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
17 been diligently prosecuted, and that the public interest is served by such settlement; and
18

19 (2) Make the findings pursuant to Health & Safety Code § 25249.7 (f) (4), approve the
20 Settlement and approve this Consent Judgment.
21

22 **IT IS SO STIPULATED:**

23
24 Dated: 14 September, 2009

THE CALDREA COMPANY


Monica Nassif, Chief Executive Officer.

25
26
27
28

1 Dated: _____, 2009

2 David Steinman

3

4

5

6 **APPROVED AS TO FORM:**

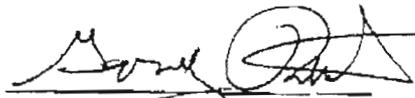
7

8 Dated: 15 September, 2009

9 SONNENSCHN, NATH & ROSENTHAL, LLP

10

11

12 

13 Gary Roberts
14 Attorney for Defendant
15 The Caldrea Company

16

17

18

19 Dated: 9/16, 2009

20 LAW OFFICE OF MICHAEL FREUND

21

22

23 

24 Michael Freund
25 Attorney for Plaintiff
26 David Steinman

27

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30 **IT IS SO ORDERED:**

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32 Dated: _____, 2009

33 JUDGE, SUPERIOR COURT

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1 Dated: 9.2., 2009

David Steinman
David Steinman

5 **APPROVED AS TO FORM:**

7 Dated: _____, 2009

SONNENSCHN, NATH & ROSENTHAL, LLP

10 _____
Gary Roberts
Attorney for Defendant
The Caldrea Company

13 Dated: _____, 2009

LAW OFFICE OF MICHAEL FREUND

16 _____
Michael Freund
Attorney for Plaintiff
David Steinman

19 **IT IS SO ORDERED:**

21 Dated: NOV 04 2009, 2009

PETER J. BUSCH

JUDGE, SUPERIOR COURT

MICHAEL FREUND
ATTORNEY AT LAW
1915 ADDISON STREET
BERKELEY, CALIFORNIA 94704-1101

TEL 510/540-1992
FAX 510/540-5543
EMAIL FREUND1@AOL.COM

March 19, 2009

Re: Notice of Violation Against The Caldrea Company for Violation of California Health & Safety Code Section 25249.6

Dear Prosecutors:

I represent David Steinman, a committed environmentalist, journalist, consumer health advocate, publisher and author. His major books include *Diet for a Poisoned Planet* (1990, 2007); *The Safe Shopper's Bible* (1995); *Living Healthy in a Toxic World* (1996); and *Safe Trip to Eden: Ten Steps to Save the Planet Earth from Global Warming Meltdown* (2007). Through this Notice of Violation, Mr. Steinman seeks to reduce exposure to 1,4 Dioxane.

This letter constitutes notification that The Caldrea Company has violated the warning requirement of Proposition 65, the Safe Drinking Water and Toxic Enforcement Act (commencing with section 25249.5 of the Health and Safety Code).

In particular, this company has manufactured and distributed a product which has exposed and continues to expose numerous individuals within California to 1,4 Dioxane. This chemical was listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer on January 1, 1988. The time period of these violations commenced one year after the listed dates above. The primary route of exposure has been through dermal contact with the product. Additional exposures may occur through oral exposure.

The Caldrea Company is exposing people to 1,4 Dioxane from the following product: Mrs. Meyer's Clean Day Liquid Dish Soap.

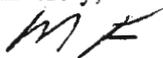
Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to certain listed chemicals. The Caldrea Company is in violation of Proposition 65 because it failed to provide a warning to persons using their products that they are being exposed to 1,4 Dioxane. (22 C.C.R. section 12601.) While in the course of doing business, the company is knowingly and intentionally exposing people to these chemicals, without first providing clear and reasonable warning. (Health and Safety Code section 25249.6.) The method of warning should be a warning that appears on the product's label. 22 C.C.R. section 12601 (b)(1) (A).

Proposition 65 requires that notice and intent to sue be given to a violator 60-days before the suit is filed. With this letter, David Steinman gives notice of the alleged violation to the noticed party and the appropriate governmental authorities. This notice covers all violations of Proposition 65 that are currently known to Mr. Steinman from information now available to us. Mr. Steinman is continuing his investigation that may reveal further violations. A summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, and

referenced as Appendix A, has been provided to the noticed party.

If you have any questions, please contact my office at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to be the initials 'MF' with a stylized flourish.

Michael Freund

cc: David Steinman

CERTIFICATE OF MERIT

Health and Safety Code Section 25249.7 (d)

I, Michael Freund hereby declare:

1. This Certificate of Merit accompanies the attached Notice of Violation in which it is alleged that the party identified in the Notice has violated Health and Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
2. I am the attorney for the noticing party David Steinman. Mr. Steinman is a committed environmentalist, journalist, consumer health advocate, publisher and author. The Notice of Violation alleges that the party identified has exposed persons in California to 1,4 Dioxane from its consumer product. Please refer to the Notice of Violation for additional details regarding the alleged violations.
3. I have consulted with the primary chemist who conducted the laboratory testing for 1,4 Dioxane of this consumer product and I have relied on the testing results. The testing was conducted by a reputable testing laboratory by experienced scientists. These consultants have reviewed facts, studies or other data regarding the exposure to the listed chemical that is the subject of this action. These facts, studies or other data overwhelmingly demonstrate that the party identified in the Notice exposes persons to 1,4 Dioxane through dermal contact. There may be additional exposures through oral exposure.
4. Based on my consultation with experienced scientists in this field and especially the results of laboratory testing, it is clear that there is sufficient evidence that human exposures exist from exposure to the products from the noticed party. Furthermore, as a result of the above, I have concluded that there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a

credible basis that all elements of the plaintiff's case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.

5. The copy of this Certificate of Merit served on the California Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health & Safety Code Section 25249.7 (h) (2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies or other data reviewed by those persons.

Dated: March 19, 2009



Michael Freund
Attorney for Center for David Steinman

CERTIFICATE OF SERVICE

I am a citizen of the United States and a resident of the County of Alameda. I am over the age of eighteen years and not a party to the within entitled action; my business address is 1915 Addison Street, Berkeley, California 94704. On March 19, 2009 I served the within:

Notice of Violation and Certificate of Merit (Supporting documentation pursuant to 11 CCR section 3102 sent to Attorney General only)

on the parties in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Post Office mail box in Oakland, California to said parties addressed as follows:

See Attached Service List

I, Michael Freund, declare under penalty of perjury that the foregoing is true and correct.

Executed on March 19, 2009 at Berkeley, California.



Michael Freund

SERVICE LIST

| | | |
|---|--|---|
| District Attorney of Alameda County 1225 Fallon Street, Room 900 Oakland, CA 94612 | District Attorney of Imperial County 939 Main Street El Centro, CA 92243 | District Attorney of Orange County 401 Civic Ctr Drive West Santa Ana, CA 92701 |
| District Attorney of Colusa County 547 Market Street Colusa, CA 95932 | District Attorney of Lassen County 220 S. Lassen St., Ste 8 Susanville, CA 96130 | District Attorney of Modoc County 204 S Court Street Alturas, CA 96101-4020 |
| District Attorney of Contra Costa County 627 Ferry Street Martinez, CA 94553 | District Attorney of Inyo County P.O. Drawer D Independence, CA 93526 | District Attorney of Placer County 11562 "B" Avenue Auburn, CA 95603 |
| District Attorney of Alpine County P.O. Box 248 Markleeville, CA 96120 | District Attorney of Los Angeles County 210 W. Temple Street, Room 345 Los Angeles, CA 90012 | District Attorney of San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415 |
| District Attorney of Del Norte County 450 H Street, Ste 171 Crescent City, CA 95531 | District Attorney of Madera County 209 West Yosemite Avenue Madera, CA 93637 | District Attorney of Plumas County 520 Main Street, Room 404 Quincy, CA 95971 |
| District Attorney of Amador County 708 Court Street, #202 Jackson, CA 95642 | District Attorney of Kern County 1215 Truxtun Avenue Bakersfield, CA 93301 | District Attorney of San Diego County 330 West Broadway, Suite 1320 San Diego, CA 92101 |
| District Attorney of Butte County 25 County Center Drive Oroville, CA 95965 | District Attorney of Marin County 3501 Civic Center Dr., Room 130 San Rafael, CA 94903 | District Attorney of Riverside County 4075 Main Street Riverside, CA 92501 |
| District Attorney of El Dorado County 515 Main Street Placerville, CA 95667 | District Attorney of Mono County P.O. Box 617 Bridgeport, CA 93517 | District Attorney of San Francisco County 850 Bryant Street, Rm 325 San Francisco, CA 94103 |
| District Attorney of Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249 | District Attorney of Mariposa County P.O. Box 730 Mariposa, CA 95338 | District Attorney of Sacramento County 901 "G" Street Sacramento, CA 95814 |
| District Attorney of Fresno County 2220 Tulare Street, #1000 Fresno, CA 93721 | District Attorney of Monterey County 230 Church Street, Bldg. 2 Salinas, CA 93901 | District Attorney of San Joaquin County P.O. Box 990 Stockton, CA 95201 |
| District Attorney of Glenn County P.O. Box 430 Willows, CA 95988 | District Attorney of Mendocino County P.O. Box 1000 Ukiah, CA 95482 | District Attorney of San Luis Obispo County 1050 Monterey St, Room 450 San Luis Obispo, CA 93408 |
| District Attorney of Kings County 1400 West Lacey Hanford, CA 93230 | District Attorney of Napa County 931 Parkway Mall Napa, CA 94559 | District Attorney of San Benito County 419 Fourth Street, 2 nd Floor Hollister, CA 95023 |
| District Attorney of Lake County 255 N. Forbes Street Lakeport, CA 95453 | District Attorney of Merced County 2222 "M" Street Merced, CA 95340 | |
| District Attorney of Humboldt County 825 5th Street Eureka, CA 95501 | District Attorney of Nevada County 201 Church St., Suite 8 Nevada City, CA 95959 | |

District Attorney of San Mateo
County
400 County Ctr, 3rd Fl
Redwood City, CA 94063

District Attorney of Sierra County
Courthouse, P.O. Box 457
Downieville, CA 95936

District Attorney of Santa Barbara
County
1105 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney of Siskiyou County
P.O. Box 986
Yreka, CA 96097

District Attorney of Solano County
675 Texas Street, Suite 4500
Fairfield, CA 94533

District Attorney of Santa Clara
County
70 West Hedding Street, West
Wing
San Jose, CA 95110

District Attorney of Santa Cruz
County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney of Sonoma County
800 Administration Drive, Room
212J
Santa Rosa, CA 95403

District Attorney of Shasta County
1525 Court Street, Third Floor
Redding, CA 96001-1632

District Attorney of Stanislaus
County
800 11th Street, Room 200
PO BOX 442
Modesto, CA 95353

District Attorney of Sutter County
446 Second Street
Yuba City, CA 95991

District Attorney of Ventura County
800 South Victoria Ave
Ventura, CA 93009

District Attorney of Tehama County
P.O. Box 519
Red Bluff, CA 96080

District Attorney of Yolo County
301 Second Street
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Monica Nassif, CEO
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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 μg 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 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.