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1919 Addison Street, Suite 105
3 Berkeley, California 94704
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ENDORSED
FILED
San Francisco County Superior Court

JUL 24 2012

6 KATHRYN H. EDWARDS (STATE BAR NO. 142216)
kedwards@orrick.com
7 ORRICK, HERRINGTON & SUTCLIFFE LLP
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405 Howard Street
9 San Francisco, California 94105-2669
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10 Facsimile: (415) 773-5759
11 Attorneys for Defendant
12 PETRA HYGIENIC SYSTEMS INTERNATIONAL LTD

CLERK OF THE COURT
BY: LESLEY FISCELLA
Deputy Clerk

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 CITY AND COUNTY OF SAN FRANCISCO

16 DAVID STEINMAN,
17 Plaintiff,
18 v.
19 PETRA HYGIENIC SYSTEMS
20 INTERNATIONAL LIMITED and
DOES 1-100,
21 Defendants.

Case No. CGC-11-510957
[~~PROPOSED~~] STIPULATED CONSENT
JUDGMENT; [~~PROPOSED~~] ORDER
Health & Safety Code Section 25249.5, et seq.
Action Filed: May 13, 2011
Trial Date: July 16, 2012

1 **1. INTRODUCTION**

2 1.1 On May 13, 2011, Plaintiff David Steinman as a private enforcer and in the public
3 interest filed a Complaint for Injunctive and Declaratory Relief and Civil Penalties against
4 Defendant Petra Hygienic Systems International Limited (“Petra”). The Complaint alleges that
5 Petra violated Health and Safety Code section 25249.6 of the Safe Drinking Water and Toxic
6 Enforcement Act of 1986 (also known as “Proposition 65”), through the distribution and sale of
7 body and hair care products under the names Petra Body Revive Bodywash BR 300, Petra
8 Athleticare Bodywash AC300, Petra Body Revive Aloe and Green Tea Bodywash BR 325-A,
9 Petra Athleticare, Hair + Body Shampoo AC 400, and Petra Body Revive, Hair + Body Shampoo
10 BR 350 (“the Covered Products”) by failing to provide a clear and reasonable warning.

11 1.2 The Complaint is based on allegations contained in a Notice of Violation dated
12 February 11, 2011 served on the California Attorney General, other public enforcers and Petra. A
13 true and correct copy of the Notice of Violation is attached hereto as Exhibit A.

14 1.3 Plaintiff David Steinman is an individual interested in the enforcement of Proposition
15 65.

16 1.4 Defendant Petra is a business entity that employs ten or more persons in the course of
17 doing business for purposes of Proposition 65.

18 1.5 The Parties enter into this Consent Judgment in order to achieve a full settlement
19 of disputed claims between the Parties as alleged in the Complaint for the purpose of avoiding
20 prolonged and costly litigation. Plaintiff David Steinman has diligently prosecuted this matter
21 and is settling this case in the public interest.

22 1.6 Nothing in the Consent Judgment shall be construed as an admission by Petra of
23 any fact, issue of law or violation of law, nor shall compliance with the Consent Judgment
24 constitute or be construed as an admission by Petra of any fact, issue of law or violation of law, at
25 any time, for any purpose. Nothing in the Consent Judgment shall prejudice, waive or impair any
26 right, remedy or defense that Petra may have in any other or further legal proceedings. Nothing
27 in the Consent Judgment or any document referred to herein, shall be construed as giving rise to
28

1 read and understood by an ordinary purchaser or user of the Covered Product.

2 **3.3 Certification Requirements and Testing**

3 3.3.1 In the event that Petra obtains information through a source other than the
4 testing set forth in Section 3.3.2 of this Consent Judgment, that one or more lots of a Covered
5 Product manufactured after the Effective Date of the Agreement, for sale in California or for
6 distribution to a third party for retail sale in California contains more than 10 ppm of 1,4-dioxane,
7 Petra shall have thirty (30) days after receipt of the data, product specifications including product
8 lot code information, and analysis substantiating such levels in which to verify such information.
9 Hereinafter, this date shall be referred to as the "verification date." If the information is
10 demonstrated to be accurate, through testing following the protocol specified in Exhibit B, Petra
11 shall take action to ensure that further production lots of a Covered Product contains no more than
12 10 ppm of 1,4-dioxane, as defined by the quality control methodology set forth in Exhibit B. If
13 Petra cannot, within sixty (60) days of the verification date ensure a Covered Product contains no
14 more than 10 ppm of 1,4-dioxane, as defined by the quality control methodology set forth in
15 Exhibit B, then within 60 days of the verification date, Petra shall elect either to discontinue the
16 distribution for sale in California of the Covered Product or provide a clear and reasonable
17 warning pursuant to Section 3.2.

18 3.3.2 Commencing no later than thirty (30) days after the Notice of Entry of
19 Judgment, Petra shall, on a quarterly basis, randomly select one (1) sample from each batch of
20 each Covered Product for testing to confirm that the Covered Product conforms to the
21 reformulation standard set forth in section 3.1.

22 All testing pursuant to this Consent Judgment shall be performed by a laboratory certified
23 by the California Environmental Laboratory Accreditation Program for the analysis of volatile
24 organics in water or a laboratory that is approved by, accredited by, or registered with the United
25 State Food & Drug Administration for the analysis of volatile organics in water. The laboratory
26 shall conduct the testing according to the protocol attached as Exhibit B hereto.

27 Petra shall not be required to conduct further testing of any Covered Product as long as the
28 Covered Product meets the reformulation standard set forth in section 3.1 for four consecutive

1 quarters.

2 3.3.3 If any Covered Product is found during the first four (4) consecutive
3 quarters to not meet the reformulation standard set forth in section 3.1, Petra shall continue to test
4 that specific Covered Product for an additional four (4) consecutive quarters or until the specific
5 Covered Product meets the reformulation standard set out in Section 3.1 for four (4) consecutive
6 quarters, whichever occurs first.

7 If after eight (8) quarters of testing, any Covered Product fails to comply with the
8 reformulation standard set forth in Section 3.1 for four (4) consecutive quarters, then Petra shall,
9 within sixty (60) days of the last test, provide the warning set forth in Section 3.2 or discontinue
10 distribution for sale in California of that Covered Product.

11 Petra shall retain copies of its test data obtained pursuant to Section 3.3 for a period of
12 three years from the date testing commenced and shall provide all test data to David Steinman
13 and the Attorney General upon written request.

14 **4. PAYMENT**

15 4.1 In full and final satisfaction of all claims arising under the Notice of Violation and
16 Complaint, Petra shall make a total payment of \$50,000.00, with \$20,000.00 payable within ten
17 (10) business days of receiving the Notice of Entry of Consent Judgment and \$10,000.00 payable
18 every thirty days thereafter until the balance is fully paid. Said payments shall be for the
19 following:

20 \$5,000.00 payable as civil penalties pursuant to Health & Safety Code Section
21 25249.7(b)(1). Of this amount, \$3,750.00 shall be payable to the Office of Environmental Health
22 Hazard Assessment ("OEHHA") and \$1,250.00 shall be payable to Freedom Press. Health &
23 Safety Code Section 25249.12 (c) (1) & (d). Petra shall send both payments to David Steinman's
24 counsel who shall be responsible to forward the payment under Health & Safety Code Section
25 25249.7 (b) (1) to OEHHA along with a copy of the transmittal to Petra's counsel.

26 \$24,456.00 in lieu of further civil penalties, payable to Freedom Press which includes: A)
27 activities directly related to the investigation and research of consumer products in the
28 marketplace that may contain Proposition 65 listed chemicals, the purchasing, organizing and

1 storage of these products, the testing of those products for lead and other toxic chemicals,
2 research into alternatives to the use of toxic chemicals, post settlement monitoring of these
3 products and the continued enforcement of Proposition 65.

4 \$5,129.00 payable to Freedom Press as reimbursement to David Steinman for reasonable
5 investigation costs associated with the enforcement of Proposition 65 and other costs incurred as
6 a result of investigating, bringing this matter to Defendant's attention, litigating and negotiating
7 this settlement.

8 \$15,415.00 payable to Michael Freund as reimbursement of David Steinman's attorney's
9 fees for costs advanced that have not been reimbursed.

10 Petra's payments shall be delivered to the Law Office of Michael Freund.

11 Petra's first installment payment of \$20,000.00 shall include four payments: \$3,750
12 payable to OEHHA for civil penalties; \$1,250.00 to Freedom Press for civil penalties; \$7,500.00
13 to Michael Freund and \$7,500.00 to Freedom Press. Petra's second installment payment of
14 \$10,000.00 shall include \$7,915.00 payable to Michael Freund and \$2,085.00 payable to Freedom
15 Press. Petra's third and fourth installment payments of \$10,000.00 each, shall be payable to
16 Freedom Press.

17 5. RELEASE AND CLAIMS COVERED

18 5.1 This Consent Judgment is a full, final and binding resolution and release between
19 David Steinman, acting in the public interest pursuant to Health & Safety Code Section
20 25249.7(d) and Petra, and each of its parents, subsidiaries, affiliates, divisions, subdivisions, sister
21 companies, cooperative members, licensors, licensees, manufacturers, suppliers, retailers,
22 distributors, wholesalers, customers, officers, directors, shareholders, employees, agents,
23 attorneys, representatives, predecessors, successors and assigns of any of them ("Released
24 Parties") of any known alleged violation of Proposition 65, its implemented regulations or any
25 other statutory or common law claims that have been or could have been asserted in the
26 Complaint for failure to provide clear and reasonable warnings of exposure to 1,4-dioxane from
27 the handling, use or consumption of the Covered Products, or any other claim based on the facts
28 or conduct alleged in the Complaint as to such products.

1 Furthermore, this Consent Judgment is a full, final and binding resolution and release
2 between David Steinman, acting in his individual capacity, and Petra, and each of its parents,
3 subsidiaries, affiliates, divisions, subdivisions, sister companies, cooperative members, licensors,
4 licensees, manufacturers, suppliers, retailers, distributors, wholesalers, customers, officers,
5 directors, shareholders, employees, agents, attorneys, representatives, predecessors, successors
6 and assigns of any of them ("Released Parties") of any known alleged violation of Proposition 65,
7 its implemented regulations or any other statutory or common law claims that have been or could
8 have been asserted in the Complaint for failure to provide clear and reasonable warnings of
9 exposure to 1,4-dioxane from the handling, use or consumption of the Covered Products, or any
10 other claim based on the facts or conduct alleged in the Complaint as to such products.

11 It is the intention of the Parties to this release that, upon entry of this Consent Judgment
12 by the Court, this Consent Judgment shall be effective as a full and final accord and satisfaction
13 and release of every released claim up to and including the date of entry of the Consent Judgment.
14 In furtherance of this intention, Plaintiff acknowledges that he is familiar with California Civil
15 Code Section 1542, which provides as follows:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
17 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE
19 RELEASE, WHICH IF KNOWN BY HIM MUST HAVE
20 MATERIALLY AFFECTED HIS SETTLEMENT WITH THE
21 DEBTOR.

22 David Steinman, on his own behalf and on behalf of his past or current agents,
23 representatives, employees, attorneys, successors and assigns, hereby waives and relinquishes all
24 of the rights and benefits that Plaintiff has, or may have, under California Civil Code Section
25 1542 . David Steinman hereby acknowledges that he may hereafter discover facts in addition to,
26 or different from, those which he now knows or believes to be true with respect to the subject
27 matter of this Consent Judgment and the Consent Judgment entered by the Court and the released
28 claims, but that notwithstanding the foregoing, it is David Steinman's intention hereby to fully,
finally, completely and forever settle and release each, every and all released claims, and that in
furtherance of such intention, the release herein given shall be and remain in effect as a full and

1 complete general release, notwithstanding the discovery or existence of any such additional or
2 different facts. David Steinman hereby warrants and represents to Petra that (a) he has not
3 previously assigned any released claim, and (b) he has the right, ability and power to release each
4 released claim.

5 Petra waives any claims against David Steinman, his agents, representatives, employees,
6 attorneys, successors and assigns and representatives ("the Releasees") for all actions or
7 statements made or undertaken by the Releasees in the course of seeking enforcement of
8 Proposition 65 in this Action.

9 **6. CONTINUING OBLIGATIONS**

10 6.1 Nothing herein shall be construed as diminishing Petra's continuing obligations to
11 comply with Proposition 65.

12 **7. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

13 7.1 In the event that, after entry of this Consent Judgment in its entirety, any of the
14 provisions hereof are subsequently held by a court to be unenforceable, the validity of the
15 enforceable provisions shall not be adversely affected.

16 **8. ENFORCEMENT OF CONSENT JUDGMENT**

17 8.1 David Steinman may, by motion or as otherwise provided for enforcement of
18 Judgments, seek relief from this Superior Court of the State of California to enforce the terms and
19 conditions contained in this Consent Judgment after its entry by the Court.

20 **9. MODIFICATION OF CONSENT JUDGMENT**

21 9.1 This Consent Judgment entered by the Court may be modified only upon written
22 agreement of the Parties and upon entry of a modified Consent Judgment by the Court thereon, or
23 upon a regularly-noticed motion of any Party to the Consent Judgment as provided by law and
24 upon entry of a modified Consent Judgment by the Court.

25 **10. RETENTION OF JURISDICTION**

26 10.1 This Court shall retain jurisdiction of this matter to enforce, modify or terminate
27 the Consent Judgment.

28

1 **11. AUTHORITY TO STIPULATE TO THIS CONSENT JUDGMENT**

2 11.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
3 by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf
4 of the party represented and legally to bind that party.

5 **12. COURT APPROVAL**

6 12.1 This Consent Judgment shall be effective only after it has been executed by the
7 Court. Otherwise, it shall be of no force or effect and cannot be used in any proceeding for any
8 purpose.

9 **13. EXECUTION IN COUNTERPARTS**

10 13.1 This Consent Judgment may be executed in counterparts and/or by facsimile,
11 which taken together shall be deemed to constitute one document.

12 **14. NOTICE**

13 14.1 All Notice required to be given to either Party to this Consent Judgment by the
14 other shall be sent to the following agents:

15 **FOR DAVID STEINMAN:**

16 David Steinman
17 Freedom Press, Inc.
18 120 N. Topanga Canyon Blvd., # 107
19 Topanga, CA 90290

20 Michael Bruce Freund
21 Law Offices of Michael Freund
22 1919 Addison Street, Suite 105
23 Berkeley, CA 94704
24 Telephone: (510) 540-1992
25 Facsimile: (510) 540-5543

26 **FOR PETRA HYGIENIC SYSTEMS INTERNATIONAL LIMITED:**

27 Sam Maduri, President
28 Petra Hygienic Systems International Limited
86 Moyal Court
Concord, Ontario Canada L4K 4R8

Kathryn H. Edwards
Orrick, Herrington & Sutcliffe, LLP
405 Howard Street
San Francisco, CA 94105
Telephone: (415) 773-5700
Facsimile: (415) 773-5759

1 **15. GOVERNING LAW**

2 15.1 The validity, construction and performance of this Consent Judgment shall be
3 governed by the laws of the State of California.

4 **16. DRAFTING**

5 16.1 The terms of this Consent Judgment have been reviewed by the respective counsel
6 for the Parties to this Settlement prior to its signing, and each Party has had an opportunity to
7 fully discuss the terms with counsel. The Parties agree that, in any subsequent interpretation and
8 construction of this Consent Judgment entered thereon, the terms and provisions shall not be
9 construed against either Party.

10 **17. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

11 17.1 In the event a dispute arises with respect to either party's compliance with the
12 terms of this Consent Judgment entered by the Court, the Parties shall meet either in person or by
13 telephone and endeavor to resolve the dispute in an amicable manner. No action or motion may
14 be filed in the absence of such a good faith attempt to resolve the dispute beforehand. In the
15 event an action or motion is filed, however, the prevailing party may seek to recover costs and
16 reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party" means
17 a party who is successful in obtaining relief more favorable to it than the relief that the other party
18 was amenable to providing during the parties' good faith attempt to resolve the dispute that is the
19 subject of such enforcement action.

20 **18. ENTIRE AGREEMENT**

21 18.1 This Consent Judgment contains the sole and entire agreement and understanding
22 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
23 negotiations, commitments and understandings related hereto. No representations, oral or
24 otherwise, express or implied, other than those contained herein have been made by any party
25 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
26 deemed to exist or to bind any of the Parties.

27
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1 **19. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
2 **CONSENT JUDGMENT**

3 19.1 This settlement has come before the Court upon the request of the Parties. The
4 Parties request the Court to fully review this settlement and, being fully informed regarding the
5 matters which are the subject of this action, to:

6 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
7 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
8 been diligently prosecuted, and that the public interest is served by the Settlement; and

9 (2) make the findings pursuant to Health & Safety Code § 25249.7 (f), approve the
10 Settlement and this Consent Judgment.

11 **IT IS SO STIPULATED.**

12 Dated: May 22, 2012

PETRA HYGIENIC SYSTEMS
INTERNATIONAL LTD

13
14 By: 

15 San Maduri, President

16
17 Dated: May __, 2012

DAVID STEINMAN

18
19 By: _____

20 David Steinman



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4 Parties request the Court to fully review this settlement and, being fully informed regarding the
5 matters which are the subject of this action, to:

6 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
7 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
8 been diligently prosecuted, and that the public interest is served by the Settlement; and

9 (2) make the findings pursuant to Health & Safety Code § 25249.7 (f), approve the
10 Settlement and this Consent Judgment.

11 **IT IS SO STIPULATED.**

12 Dated: May __, 2012

PETRA HYGIENIC SYSTEMS
INTERNATIONAL LTD

13
14
15 By: _____

San Maduri, President

16
17 Dated: May 17, 2012

DAVID STEINMAN

18
19
20 By:  _____


David Steinman

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APPROVED AS TO FORM:

Dated: May 22, 2012

KATHRYN H. EDWARDS
ORRICK, HERRINGTON & SUTCLIFFE LLP

By: 
KATHRYN H. EDWARDS
Attorneys for Defendant PETRA HYGIENIC
SYSTEMS INTERNATIONAL LTD

Dated: May __, 2012

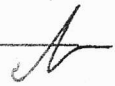
MICHAEL FREUND
LAW OFFICE OF MICHAEL FREUND

By: _____
MICHAEL FREUND
Attorney for Plaintiff DAVID STEINMAN

IT IS SO ORDERED.

Dated: _____

By: _____
JUDGE, SUPERIOR COURT


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APPROVED AS TO FORM:

Dated: May __, 2012

KATHRYN H. EDWARDS
ORRICK, HERRINGTON & SUTCLIFFE LLP

By: _____

KATHRYN H. EDWARDS
Attorneys for Defendant PETRA HYGIENIC
SYSTEMS INTERNATIONAL LTD

Dated: May 22, 2012

MICHAEL FREUND
LAW OFFICE OF MICHAEL FREUND

By: _____


MICHAEL FREUND
Attorney for Plaintiff DAVID STEINMAN

IT IS SO ORDERED.

Dated: _____

CURTIS E.A. KARNOW

By: _____

JUDGE, SUPERIOR COURT

JUL 24 2012

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

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

February 11, 2011

VIA CERTIFIED MAIL

Sam Maduri, President
Petra Hygienic Systems International Limited
86 Moyal Court
Concord, Ontario Canada L4K 4R8

John Mickelson, Vice President Sales
Petra Hygienic Systems International Limited
1280 Southern Way
Sparks, NV 89431-6121

Office of the California Attorney General
Proposition 65 Enforcement Reporting
1515 Clay Street, Suite 2000
P.O. Box 70550
Oakland, CA 94612-0550

VIA PRIORITY MAIL

District Attorneys of All California Counties
and Select City Attorneys
(See Attached Certificate of Service)

Re: Notice of Violations Against Petra Hygienic Systems International Limited for Violation of California Health & Safety Code Section 25249.5 et seq.

Dear Addressees:

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 Violations, Mr. Steinman seeks to reduce exposure to 1,4-dioxane.

This letter constitutes notification that Petra Hygienic Systems International Limited ("Petra") 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).

The products that are the subject of this Notice of Violations and the chemical in those products identified as exceeding allowable levels are:

Petra Body Revive Bodywash BR 300 – 1,4-dioxane
Petra Athleticare Bodywash AC300 – 1,4-dioxane
Petra Body Revive Aloe and Green Tea Bodywash BR 325-A – 1,4-dioxane

Petra Athleticare, Hair + Body Shampoo AC 400 -- 1,4-dioxane
Petra Body Revive, Hair + Body Shampoo BR 350 -- 1,4-dioxane

Petra has manufactured, marketed, distributed and/or sold the listed products which have exposed and continue 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 products. Additional exposures may occur through oral and inhalation exposure.

Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to certain listed chemicals. Petra is in violation of Proposition 65 because the company failed to provide a warning to persons using the noticed 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 users of these products, including children, to this chemical without first providing a 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). There are no warnings currently present on the company's label for these products.

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,



Michael Freund

cc: David Steinman

Attachments:

Certificate of Merit
Certificate of Service
OEHHA Summary to Petra
Additional Supporting Information for Certificate of Merit (to Attorney General only)

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 Violations 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 Violations alleges that the party identified has exposed persons in California to 1,4-dioxane from the specified consumer products. Please refer to the Notice of Violations for additional details regarding the product names and alleged violations.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the alleged exposure to the listed chemical that is the subject of the action. In particular, I have consulted with the chemists who conducted the laboratory testing for 1,4-dioxane of this product and I have relied on the testing results. The testing was conducted by a reputable testing laboratory by experienced scientists. These facts, studies or other data derived through this investigation overwhelmingly demonstrate that the party identified in the Notice of Violations exposes persons to 1,4-dioxane through dermal contact. There may be additional exposures through inhalation and oral exposure.
4. Based on the information obtained through these consultants and on other information in my possession, I believe there is sufficient evidence that human exposures exist from exposure to the listed products from the noticed party. Furthermore, I believe 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: February 11, 2011



Michael Freund
Attorney 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 February 11, 2011 I served the within:

Notice of Violations of California Health & Safety Code Sections 25239.5 et seq; Certificate of Merit; "The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary"

on the following parties by placing a true and correct copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Post Office mail box in Berkeley, California for delivery by Certified Mail:

Sam Maduri, President
Petra Hygienic Systems International Limited
86 Moyal Court
Concord, Ontario Canada L4K 4R8

John Mickelson, Vice President Sales
Petr Hygienic Systems International Ltd.
1280 Southern Way
Sparks, NV 89431-6121

On February 11, 2011 I served the following: **Notice of Violations of California Health & Safety Code Sections 25239.5 et seq; Certificate of Merit; Additional Supporting Information for Certificate of Merit as Required by Health & Safety Code Section 25249.7 (d) (1)** on the following by placing a true and correct copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Post Office mail box in Berkeley, California for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
P.O. Box 70550
Oakland, CA 94612

On February 11, 2011 I served the following: **Notice of Violations of California Health & Safety Code Sections 25239.5 et seq; Certificate of Merit** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Post Office mail box in Berkeley, California for delivery by Priority Mail.

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

Executed on February 11, 2011 at Berkeley, California.



Michael Freund

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
October 22, 2010

Service List

District Attorney, Alameda County
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney, Alpine County
P.O. Box 248
Markleeville, CA 96120

District Attorney, Amador County
708 Court Street, #202
Jackson, CA 95642

District Attorney, Butte County
25 County Center Drive
Oroville, CA 95965

District Attorney, Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney, Colusa County
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Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
October 22, 2010

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City Hall, Room 234
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San Francisco, CA 94102

San Jose City Attorney's Office
200 East Santa Clara Street
San Jose, CA 95113

EXHIBIT B

PROTOCOL

Summary of Method:

An aliquot of sample (~1 g) is accurately weighed into a vial with 5 mL water and one gram of sodium sulfate. Internal standard (5 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.