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CENTER FOR ENVIRONMENTAL HEALTH

FILED

DEC 12 2012

KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Chen, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN**

CENTER FOR ENVIRONMENTAL
HEALTH, a non-profit corporation,

Plaintiff,

v.

CRYSTAL QUEST MFG.; QUEST
TECHNOLOGIES, INC.; RESINTECH,
INC.; WATER FILTERS DIRECT LLC;
WATER FILTERS LLC;
WATERFILTERS.NET, LLC; WATTS
PREMIER, INC.; WATTS WATER
TECHNOLOGIES, INC.; and Defendant
DOES 1 through 500, inclusive,

Defendants.

CASE No. CIV 1104806

**[PROPOSED] CONSENT JUDGMENT
AS TO FILTREX TECHNOLOGIES
PVT LTD AND GLOBAL ECOCARB
PVT LTD**

1 **I. INTRODUCTION**

2 1.1 On September 28, 2011, plaintiff the Center for Environmental Health (hereinafter
3 “CEH”), a non-profit corporation, filed a complaint in Marin County Superior Court entitled
4 *Center for Environmental Health v. Crystal Quest Mfg., et al.*, for civil penalties and injunctive
5 relief (the “Action”) pursuant to the provisions of Cal. Health & Safety Code §25249.5, *et seq.*
6 (“Proposition 65”). The parties to this Consent Judgment (the “Parties”) are CEH and defendants
7 Filtrex Technologies Pvt Ltd and Global EcoCarb Pvt Ltd (“Defendants”).

8 1.2 Each of the Defendants is a corporation that employs more than 10 persons and
9 that manufactured, distributed and/or sold residential and commercial point of entry and point of
10 use drinking water filtration systems utilizing activated carbon filters. Arsenic is alleged to be
11 present in the activated carbon used in the filters and replacement filters of Defendants’ drinking
12 water filtration systems. This Consent Judgment resolves CEH’s claims against Defendants, as
13 described further herein, with respect to drinking water filtration systems utilizing activated
14 carbon filters and replacement filters used in such systems (excluding any industrial filters),
15 which are referred to herein as the “Products.”

16 1.3 More than sixty days prior to filing the Action, CEH served Defendants and the
17 appropriate public enforcement agencies with the requisite 60-day notice (the “Notice”) alleging
18 that Defendants are in violation of Proposition 65. CEH’s Notice and its Complaint allege that
19 each Defendant discharges and releases arsenic (inorganic arsenic compounds) and arsenic
20 (inorganic oxides) (referred to collectively herein as “Arsenic”), chemicals known to the State of
21 California to cause cancer and birth defects or other reproductive harm, into sources of drinking
22 water through the sale and use of the Products, in violation of Cal. Health & Safety Code
23 §25249.5. Defendants contend that there has been no violation of Proposition 65 or Health &
24 Safety Code §25249.5.

25 1.4 CEH’s Notice and its Complaint also allege that Defendants did not provide a clear
26 and reasonable warning to purchasers of the Products regarding the carcinogenicity and
27 reproductive toxicity of Arsenic, in violation of Health & Safety Code §25249.6. Defendants
28 contend that there has been no violation of Health & Safety Code §25249.6.

1 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court
2 has jurisdiction over the allegations of violations contained in CEH's Complaint and personal
3 jurisdiction over Defendants as to the acts alleged in CEH's Complaint, that venue is proper in the
4 County of Marin, and that this Court has jurisdiction to enter this Consent Judgment as a full and
5 final resolution of all claims which were or could have been raised in the Complaint against
6 Defendants based on the facts alleged therein.

7 1.6 For the purposes of resolving this dispute by compromise and avoiding prolonged
8 litigation, CEH and Defendants enter into this Consent Judgment as a full and final settlement of
9 all claims that were raised in the Notice and Complaint, or which could have been raised in the
10 Complaint, arising out of the facts or conduct alleged therein. By execution of this Consent
11 Judgment and agreeing to provide the relief and remedies specified herein, Defendants do not
12 admit any issue of fact or law, including but not limited to any violations of Proposition 65 or any
13 other law or legal duty, and in fact denies that any violations whatsoever have occurred. By
14 execution of this Consent Judgment and agreeing to the injunctive relief set forth herein, CEH
15 does not admit any issue of fact or law. Nothing in this Consent Judgment shall prejudice, waive
16 or impair any right, remedy, argument or defense the Parties may have in this or any other or
17 future legal proceedings. This Consent Judgment is the product of negotiation and is accepted by
18 the Parties for purposes of settling and resolving issues disputed in this Action, including future
19 compliance by Defendants with Section 2 of this Consent Judgment, and shall not be used for any
20 other purpose, or in any other matter. Nothing in this Consent Judgment shall prohibit CEH from
21 seeking, or the Court from ordering, different injunctive or other relief from entities that are not
22 party to this Consent Judgment.

23 **2. COMPLIANCE**

24 2.1. **Arsenic Reformulation.** As of the date of entry of this Consent Judgment (the
25 "Final Compliance Date"), Defendants shall not manufacture, distribute, ship or sell, or cause to
26 be manufactured, distributed, shipped or sold, any Products that leach Arsenic in concentrations
27 greater than 5 parts per billion ("ppb") using NSF Standard 42, 53 or the appropriate NSF
28 Standard applicable to the Product being tested (in any case, using the latest edition) (the "Test

1 Protocol"). The reformulation requirement of this Section does not require Defendants to recall
2 or otherwise address any inventory of Product that was distributed, shipped or sold by Defendants
3 prior to the Final Compliance Date.

4 2.1.1. **Validation Testing.** After the Final Compliance Date, to ensure
5 compliance with Section 2.1, and to validate the reliability of the Raw Material Testing conducted
6 pursuant to Section 2.1.2, each Defendant shall select two of their Products (the "Validation
7 Products") to be tested using the Test Protocol according to the criteria set forth below.

8 2.1.1.1. Products To Be Tested: The Validation Products shall be
9 selected according to the following criteria:

10 (a) Water To Carbon Ratio: The first Validation Product for
11 Validation Testing shall be selected based on the void volume (*i.e.* amount of water that fills the
12 end product) to carbon content ratio. Each Defendant shall select the Product with the lowest
13 water to carbon ratio that it sold in the United States during the prior year. The void volume shall
14 be determined by the difference in the weight of the dry (unused) Product and the fully wetted out
15 (flushed) Product using the conversion factor of 1 gram of water = 1 mL.

16 (b) Sales: The second Validation Product for Validation Testing
17 shall be selected based on the unit sales volume of the Product in the United States. Each
18 Defendant shall select the Product that it sold that had the highest sales in the United States in the
19 year prior to the testing that Defendant still offers for sale in the United States. If the Validation
20 Product selected under this Section 2.1.1.1(b) is the same as that selected under Section
21 2.1.1.1(a), then the second Validation Product shall be the Product with the second highest sales
22 in the United States in the year prior to the testing that Defendant still offers for sale in the United
23 States.

24 2.1.1.2. Frequency Of Testing: Following the Final Compliance Date,
25 each Defendant shall conduct Validation Testing on a representative unit or units of each
26 Validation Product in accordance with the Test Protocol and Section 2.1.1.1 at least one time per
27 calendar quarter. In the event that the Validation Testing demonstrates one year of continuous
28 compliance with the 5 ppb reformulation standard for both Validation Products, that Defendant

1 may reduce the frequency of testing thereafter for both Validation Products to one time every six
2 months. In the event that the Validation Testing demonstrates six years of continuous compliance
3 with the 5 ppb reformulation standard for both Validation Products, that Defendant shall no
4 longer be required to conduct the Validation Testing pursuant to Section 2.1.1. Each Validation
5 Product shall contain carbon from a lot that has already passed the Raw Material Testing
6 conducted pursuant to Section 2.1.2. For avoidance of doubt, the fact that application of the
7 criteria in Section 2.1.1.1 may result in different Validation Products tested from time to time
8 does not affect the nature or frequency of such testing.

9 2.1.1.3. Products That Exceed Reformulation Standard: After the Final
10 Compliance Date, if Defendants obtain test results indicating that a Validation Product leaches
11 Arsenic in concentrations greater than 5 ppb, Defendants shall, within 45 days of receiving such
12 results, provide to CEH: (a) a copy of the test results and any related QA/QC or other
13 documentation regarding the testing; (b) an itemization of all Products, if any, that Defendants
14 offered for direct sale in California and that contain carbon from the same lot as the Validation
15 Product that failed the Validation Test, including the model name and number, number of units
16 affected, and distribution status of those units; (c) with respect to Products, if any, that were
17 offered for direct sale in California by Defendants and that contain carbon from the same lot as
18 the Validation Product that failed the Validation test, a plan of correction to remedy the violation,
19 including a detailed description of the specific corrective actions to be taken, the dates such
20 actions will be completed, and the scope of such actions (including, but not limited to, which
21 Products will be addressed by the action); and (d) a description of what changes, if any,
22 Defendants propose to make to the Raw Material Testing procedure set forth in Exhibit A to
23 ensure that the procedure is adequately screening Arsenic levels in the Products' activated carbon.
24 If Defendants know or have reason to know that there were material indirect sales in California of
25 Products that contain carbon from the same lot as the Validation Product that failed the Validation
26 Test, Defendants shall include all such Products sold nationally in their itemization of affected
27 Products. The Parties shall meet and confer regarding the scope of any corrective action,
28 including but not limited to corrective action to remedy violations regarding material indirect

1 sales to California. If CEH disagrees with the sufficiency or timing of Defendants' proposed
2 corrective action, or if the Parties are unable to agree as to what changes, if any, need to be made
3 to the Raw Material Testing procedure, CEH may seek enforcement of this Consent Judgment in
4 accordance with Section 5.

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

12 **2.1.2.1.** In the event that a Defendants is no longer required to conduct
13 Validation Testing pursuant to the terms of Section 2.1.1.2, that Defendant may request a meeting
14 with CEH to confer in good faith about modification of the Raw Material testing procedures
15 pursuant to Section 2.1.2 and Exhibit A to substitute a quality control and testing program for
16 Raw Material that is designed to ensure compliance with Section 2.1, including without limitation
17 periodic certifications of validating test results and the provision of documentation to CEH.

18 **2.2. Certification Of Level From Suppliers.** To the extent Defendants rely upon their
19 suppliers to conduct any of the testing required by this Consent Judgment, Defendants shall
20 obtain written certification with corresponding test results from their suppliers.

21 **2.3. Documentation.** The certifications and results of all testing performed pursuant to
22 this Consent Judgment shall be retained by Defendants for a period of five years from the date of
23 the certification or testing and shall be made available to CEH upon request.

24 **2.4. Confirmatory Testing By CEH.** CEH intends to conduct periodic testing of the
25 Products sold in California. Any such testing will be conducted in accordance with the Test
26 Protocol.

27 **2.5. Product Flushing Instructions.** As of the Final Compliance Date, for Products
28 that Defendants manufacture, distribute, ship or sell, Defendants shall transmit initial flushing

1 instructions to their customers by installation manuals, owner's manuals, labels, packaging or
2 other methods, as follows: (1) for point of entry Products having bed volumes of 0.5 cubic feet or
3 less, and for all point of use Products, initial flushing of no less than ten (10) bed volumes; and
4 (2) for point of entry Products having bed volumes of greater than 0.5 cubic feet, initial flushing
5 of no less than ten (10) gallons.

6 **3. SETTLEMENT PAYMENT**

7 3.1. Within five days after service of a Notice of Entry of this Consent Judgment,
8 Defendants shall pay \$105,000 as a settlement payment. The payment required under this Section
9 shall be delivered to the offices of Lexington Law Group. Any failure by Defendants to comply
10 with the payment terms herein shall be subject to a stipulated late fee in the amount of \$100 for
11 each day after the delivery date the payment is received. The late fees required under this Section
12 shall be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding
13 brought pursuant to Section 5 of this Consent Judgment. CEH and the Lexington Law Group
14 shall provide completed W-9 forms to Defendants and Defendants may issue Form 1099s to each
15 of them but only in the amount of the respective payments set forth for each entity below. The
16 funds paid by Defendants shall be made payable and distributed as follows:

17 3.1.1. Penalty: \$13,490 of Defendants' payment shall be made by check payable
18 to the Center For Environmental Health as a penalty pursuant to Health & Safety Code
19 §25249.7(b). CEH shall apportion the penalties in accordance with Health & Safety Code
20 §25249.12.

21 3.1.2. Monetary Payment In Lieu Of Penalty: \$20,240 of Defendants' payment
22 shall be made by check payable to the Center For Environmental Health as payment to CEH in
23 lieu of civil penalty pursuant to Health & Safety Code §25249.7(b), and California Code of
24 Regulations, title 11, §3203(b). CEH will use such funds to continue its work educating and
25 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
26 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
27 funds to award grants to grassroots environmental justice groups working to educate and protect
28

1 people from exposures to toxic chemicals. The method of selection of such groups can be found
2 at the CEH web site at www.ceh.org/justicefund.

3 3.1.3. Attorneys' Fees And Costs: \$71,270 of Defendants' payment shall be
4 made by check payable to the Lexington Law Group as reimbursement of a portion of CEH's
5 reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of
6 investigating, bringing this matter to Defendants' attention, litigating and negotiating a settlement
7 in the public interest.

8 **4. MODIFICATION OF CONSENT JUDGMENT**

9 4.1. This Consent Judgment may be modified by written agreement of CEH and
10 Defendants, after noticed motion, and upon entry of an amended consent judgment by the Court
11 thereon, or upon motion of CEH or Defendants and upon entry of an amended consent judgment
12 by the Court.

13 **5. ENFORCEMENT OF CONSENT JUDGMENT**

14 5.1. CEH may, by motion or application for an order to show cause before the Superior
15 Court of the County of Marin, enforce the terms and conditions contained in this Consent
16 Judgment. Prior to bringing any motion or application to enforce the requirements of Section 2
17 above, CEH shall provide Defendants with a Notice of Violation and a copy of any test results
18 which purportedly support CEH's Notice of Violation. The Parties shall then meet and confer
19 regarding the basis for CEH's anticipated motion or application in an attempt to resolve it
20 informally. Should such attempts at meeting and conferring fail, CEH may file its enforcement
21 motion or application. Should CEH prevail on any motion or application to enforce a material
22 violation of this Consent Judgment under this Section, CEH shall be entitled to its reasonable
23 attorneys' fees and costs incurred as a result of such motion or application. Should Defendants
24 prevail on any motion or application under this Section, Defendants may be awarded their
25 reasonable attorneys' fees and costs as a result of such motion or application upon a finding by
26 the court that CEH's prosecution of the motion or application was not in good faith. This
27 Consent Judgment may only be enforced by Defendants, CEH and the California Attorney
28 General.

1 6. **APPLICATION OF CONSENT JUDGMENT**

2 6.1. This Consent Judgment shall apply to and be binding upon the Parties hereto, their
3 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

4 7. **RELEASE**

5 7.1. This Consent Judgment is a full, final and binding resolution among:

- 6 - CEH, acting in the public interest pursuant to Health & Safety Code
7 §25249.7(d);
- 8 - Defendants;
- 9 - Defendants' parents, subsidiaries, affiliates, directors, officers, employees,
10 agents, shareholders and their successors and assigns ("Defendant Releasees");
11 and
- 12 - Defendants' customers, distributors, wholesalers or retailers, or any other
13 person within Defendants' downstream chain of distribution which may in the
14 course of doing business use, maintain, distribute or sell Products and
15 Components which are manufactured, distributed or sold by Defendants
16 (including Products and Components which are privately labeled by persons
17 other than Defendants) (hereinafter "Downstream Entity," and collectively
18 "Downstream Entities"),

16 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
17 Defendants, Defendant Releasees or Downstream Entities based on alleged failure to warn about
18 exposure to Arsenic contained in the Products and Components, as well as any alleged discharge
19 of Arsenic into a source of drinking water from the Products and Components, with respect to any
20 Products and Components manufactured, distributed or sold by Defendants on or prior to the
21 Final Compliance Date (hereinafter "Released Products"). For purposes of this Section 7,
22 "Components" means activated carbon-containing elements incorporated into Products with water
23 to carbon ratios greater than or equal to the Validation Product selected pursuant to Section
24 2.1.1.1(a) with the lowest water to carbon ratio.

25 7.2. CEH, acting for itself and in the public interest pursuant to Health & Safety Code
26 §25249.7(d), hereby releases, waives and forever discharges any and all claims for violations of
27 Proposition 65 against Defendants, Defendant Releasees and Downstream Entities based on
28 alleged failure to warn about exposure to Arsenic contained in any Released Products, as well as

1 any alleged discharge of Arsenic into a source of drinking water from any Released Products.

2 7.3. Compliance with the terms of this Consent Judgment by Defendants shall
3 constitute compliance with Proposition 65 by Defendants, Defendant Releasees and Downstream
4 Entities with respect to any alleged failure to warn about exposure to Arsenic contained in the
5 Products and Components as well as any alleged discharge of Arsenic into a source of drinking
6 water from such Products and Components, with respect to any Products and Components
7 manufactured, distributed or sold by Defendants (including such Products and Components
8 privately labeled by Downstream Entities). Nothing in this Section 7 shall be deemed to limit or
9 affect the obligations of any Party created under this Consent Judgment.

10 **8. GOVERNING LAW**

11 8.1. The terms of this Consent Judgment shall be governed by the laws of the State of
12 California.

13 **9. RETENTION OF JURISDICTION**

14 9.1. This Court shall retain jurisdiction of this matter to implement this Consent
15 Judgment.

16 **10. PROVISION OF NOTICE**

17 10.1. All notices required pursuant to this Consent Judgment and correspondence shall
18 be sent to the person identified for each party in the attached Exhibit B.

19 **11. COURT APPROVAL**

20 11.1. If this Consent Judgment is not approved by the Court by December 31, 2012, it
21 shall be of no further force or effect and shall not be introduced as evidence or otherwise used in
22 any proceeding for any purpose. The Parties agree to mutually employ their best efforts to seek
23 approval of the Consent Judgment by the Court in a timely manner.

24 **12. AUTHORIZATION**

25 12.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized
26 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
27 execute the Consent Judgment on behalf of the party represented and legally bind that party. The
28 undersigned have read, understand and agree to all of the terms and conditions of this Consent

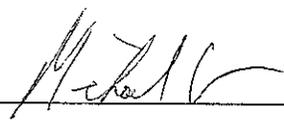
1 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

2 13. EXECUTION AND COUNTERPARTS

3 13.1 The stipulations to this Consent Judgment may be executed in counterparts and by
4 means of facsimile, which taken together shall be deemed to constitute one document.

5
6 AGREED TO:

7 CENTER FOR ENVIRONMENTAL HEALTH

8
9 
10 _____

Dated: 8/22/12

11 MICHAEL GREEN
12 _____
13 *Printed Name*

14 EXECUTIVE DIRECTOR
15 _____
16 *Title*

17 FILTREX TECHNOLOGIES PVT LTD AND
18 GLOBAL ECOCARB PVT LTD

19
20 _____

Dated: _____

21
22 _____
23 *Printed Name*

24
25 _____
26 *Title*

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Dated: August 18, 2012 _____



GOVIND BOMMI

Printed Name

PRESIDENT

Title

JUDGMENT

Based upon the stipulated Consent Judgment between CEH and Filtrex Technologies Pvt Ltd and Global EcoCarb Pvt Ltd, the settlement is approved and judgment is hereby entered according to the terms herein.

Dated: DEC 12 2012

ROY CHERNUS

JUDGE
Superior Court of the State of California

EXHIBIT A
RAW MATERIAL SAMPLING AND MONITORING PROTOCOL

1.1 Definitions

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

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

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

1.2 Sample Collection and Sampling Frequency

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

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

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

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

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

1.2.6 No portion of any lot of carbon shall be further processed or changed in a way that could increase the arsenic leaching characteristics of the carbon, including but not limited to grinding to change the particle size distribution, after the sample from that lot of carbon passes the raw material test unless the carbon is retested after such processing or change.

1.3 Selection of Raw Material Extraction Test Method

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

1.4 Column Test Method

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

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

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

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

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

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

1.5 Beaker Test Method

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

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

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

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

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

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

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

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

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

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

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

1.7 Test Results

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

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

EXHIBIT B

Persons To Receive Notice

PLAINTIFF:	Center for Environmental Health
<i>Notice to :</i>	Eric S. Somers Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
DEFENDANTS:	Filtrex Technologies Pvt Ltd Global EcoCarb Pvt Ltd
<i>Notice to :</i>	Govind Bommi Global EcoCarb Pvt Ltd 36/4 Raghavendra Nagar 4th Cross HRBR Layout Bangalore 560 043 India With a copy to: Dennis Roberts 119 N. El Camino Real, Ste. E-165 Encinitas, CA 92024