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6 CENTER FOR ENVIRONMENTAL HEALTH

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA

10
11 CENTER FOR ENVIRONMENTAL
HEALTH, a non-profit corporation,

12 Plaintiff,

13 v.

14 GENERAL ELECTRIC COMPANY,
15 CUNO INCORPORATED, ECOWATER
SYSTEMS, LLC, EVERPURE, LLC, K.X.
16 INDUSTRIES, L.P., SEARS, ROEBUCK
AND CO., WHIRLPOOL
17 CORPORATION, and WHIRLPOOL
WATER PRODUCTS,

18 Defendants.
19

CASE NO. []

[PROPOSED] CONSENT JUDGMENT

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22 **1. INTRODUCTION**

23 1.1 On or before May 16, 2008, plaintiff the Center for Environmental Health
24 (hereinafter "CEH"), a non-profit corporation, filed a complaint in Alameda County Superior
25 Court, entitled *Center for Environmental Health v. General Electric Company, et al.*, for civil
26 penalties and injunctive relief pursuant to the provisions of Cal. Health & Safety Code § 25249.5
27 *et seq.* ("Proposition 65") (the "Action"). CEH's Complaint named CUNO Incorporated
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1 (“CUNO”) as a Defendant, as well as various other Defendants. CEH and CUNO are referred to
2 collectively as the “Parties.”

3 1.2 CUNO is a corporation that employs more than 10 persons and that manufactured,
4 distributed and/or sold residential and commercial point of entry and point of use drinking water
5 filtration systems utilizing activated carbon filters. Arsenic is alleged to be present in the
6 activated carbon used in the filters and replacement filters of CUNO’s drinking water filtration
7 systems. This Consent Judgment resolves CEH’s claims against CUNO, as described further
8 herein, with respect to drinking water filtration systems utilizing activated carbon filters and
9 replacement filters used in such systems (excluding any industrial filters), which are referred to
10 herein as the “Products.”

11 1.3 More than sixty days prior to filing the Action, CEH served CUNO and the
12 appropriate public enforcement agencies with the requisite 60-day notice that CUNO is in
13 violation of Proposition 65. CEH’s Notice and its Complaint allege that CUNO discharges and
14 releases arsenic (inorganic arsenic compounds) and arsenic (inorganic oxides) (referred to
15 collectively herein as “Arsenic”), chemicals known to the State of California to cause cancer and
16 birth defects or other reproductive harm, into sources of drinking water through the sale and use
17 of the Products, in violation of Cal. Health & Safety Code (“Health & Safety Code”) § 25249.5.
18 CUNO contends that there has been no violation of Proposition 65 or Health & Safety Code
19 § 25249.5.

20 1.4 CEH’s Notice and its Complaint also allege that CUNO did not provide a clear and
21 reasonable warning to purchasers of the Products regarding the carcinogenicity and reproductive
22 toxicity of Arsenic, in violation of Health & Safety Code § 25249.6. CUNO contends that there
23 has been no violation of Health & Safety Code § 25249.6.

24 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court
25 has jurisdiction over the allegations of violations contained in CEH’s Complaint and personal
26 jurisdiction over CUNO as to the acts alleged in CEH’s Complaint, that venue is proper in the
27 County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full
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1 and final resolution of all claims which were or could have been raised in the Complaint against
2 CUNO based on the facts alleged therein.

3 1.6 For the purposes of resolving this dispute by compromise and avoiding prolonged
4 litigation, CEH and CUNO enter into this Consent Judgment as a full and final settlement of all
5 claims that were raised in the Complaint, or which could have been raised in the Complaint,
6 arising out of the facts or conduct alleged therein. By execution of this Consent Judgment and
7 agreeing to provide the relief and remedies specified herein, CUNO does not admit any issue of
8 fact or law, including but not limited to any violations of Proposition 65 or any other law or legal
9 duty, and in fact denies that any violations whatsoever have occurred. By execution of this
10 Consent Judgment and agreeing to the injunctive relief set forth herein, CEH does not admit any
11 issue of fact or law. Nothing in this Consent Judgment shall prejudice, waive or impair any right,
12 remedy, argument or defense the Parties may have in this or any other or future legal proceedings.
13 This Consent Judgment is the product of negotiation and is accepted by the Parties for purposes
14 of settling and resolving issues disputed in this action, including future compliance by CUNO
15 with Section 2 of this Consent Judgment, and shall not be used for any other purpose, or in any
16 other matter. Nothing in this Consent Judgment shall prohibit CEH from seeking, or the Court
17 from ordering, different injunctive or other relief from entities that are not party to this Consent
18 Judgment.

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20 **2. COMPLIANCE**

21 2.1 **Arsenic Reformulation.** As of October 15, 2009 (the "Final Compliance Date"),
22 CUNO shall not manufacture, distribute, ship, or sell, or cause to be manufactured, distributed,
23 shipped or sold, any Products that leach Arsenic in concentrations greater than 5 parts per billion
24 ("ppb") using NSF Standard 42, 53 or the appropriate NSF Standard applicable to the Product
25 being tested (in any case, using the latest edition) (the "Test Protocol"). However, CUNO shall
26 use its best efforts to comply with this reformulation requirement as soon as possible.

27 2.1.1 **Validation Testing.** After the Final Compliance Date, to ensure
28 compliance with Section 2.1, and to validate the reliability of the Raw Material Testing conducted

1 pursuant to Section 2.1.2, CUNO shall select two of its Products (the “Validation Products”) to be
2 tested using the Test Protocol according to the criteria set forth below.

3 2.1.1.1 Products To Be Tested: The Validation Products shall be
4 selected according to the following criteria:

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

11 (b) Sales: The second Validation Product for Validation Testing
12 shall be selected based on the unit sales volume of the Product in the United States. CUNO shall
13 select the Product that it manufactured and that: (1) had the highest sales in the United States in
14 the year prior to the testing; and (2) CUNO still offers for sale in the United States.

15 2.1.1.2 Frequency Of Testing: Following the Final Compliance Date,
16 CUNO shall conduct Validation Testing on a representative unit or units of each Validation
17 Product in accordance with the Test Protocol and Section 2.1.1.1 at least one time per calendar
18 quarter. In the event that the Validation Testing demonstrates one year of continuous compliance
19 with the 5 ppb reformulation standard for both Validation Products, CUNO may reduce the
20 frequency of testing thereafter for both Validation Products to one time every six months. In the
21 event that the Validation Testing demonstrates six years of continuous compliance with the 5 ppb
22 reformulation standard for both Validation Products, CUNO shall no longer be required to
23 conduct the Validation Testing pursuant to Section 2.1.1. Each Validation Product shall contain
24 carbon from a lot that has already passed the Raw Material Testing conducted pursuant to
25 Section 2.1.2.

26 2.1.1.3 Products That Exceed Reformulation Standard: After the Final
27 Compliance Date, if CUNO obtains test results indicating that a Validation Product leaches
28 Arsenic in concentrations greater than 5 ppb, CUNO shall, within 45 days of receiving such

1 results, provide to CEH: (a) a copy of the test results and any related QA/QC or other
2 documentation regarding the testing; (b) an itemization of all Products, if any, that CUNO offered
3 for direct sale in California and that contain carbon from the same lot as the Validation Product
4 that failed the Validation Test, including the model name and number, number of units affected,
5 and distribution status of those units; (c) with respect to Products, if any, that were offered for
6 direct sale in California by CUNO and that contain carbon from the same lot as the Validation
7 Product that failed the Validation test, a plan of correction to remedy the violation, including a
8 detailed description of the specific corrective actions to be taken, the dates such actions will be
9 completed, and the scope of such actions (including, but not limited to, which Products will be
10 addressed by the action); and (d) a description of what changes, if any, CUNO proposes to make
11 to the Raw Material Testing procedure set forth in Exhibit A to ensure that the procedure is
12 adequately screening Arsenic levels in the Products' activated carbon. If CUNO knows or has
13 reason to know that there were material indirect sales in California of Products that contain
14 carbon from the same lot as the Validation Product that failed the Validation Test, CUNO shall
15 include all such Products sold nationally in its itemization of affected Products. The Parties shall
16 meet and confer regarding the scope of any corrective action, including but not limited to
17 corrective action to remedy violations regarding material indirect sales to California. If CEH
18 disagrees with the sufficiency or timing of CUNO's proposed corrective action, or if the Parties
19 are unable to agree as to what changes, if any, need to be made to the Raw Material Testing
20 procedure, CEH may seek enforcement of this Consent Judgment in accordance with Section 5.

21 **2.1.2 Raw Material Arsenic Level And Testing.** Beginning on the Final
22 Compliance Date, and to further ensure compliance with Section 2.1, CUNO shall not use
23 activated carbon that leaches Arsenic in concentrations greater than 5 ppb using the Raw Material
24 Testing procedure set forth in Exhibit A in any Products or Components (as that term is defined in
25 Section 7.1). CUNO shall test each lot (as that term is defined in the Raw Material Testing
26 procedure) of raw activated carbon used in the Products or Components using the Raw Material
27 Testing procedure set forth in Exhibit A.
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1 2.2 **Certification Of Level From Suppliers.** To the extent CUNO relies upon its
2 suppliers to conduct any of the testing required by this Consent Judgment, CUNO shall obtain
3 written certification with corresponding test results from its suppliers.

4 2.3 **Documentation.** The certifications and results of all testing performed pursuant to
5 this Consent Judgment shall be retained by CUNO for a period of five years from the date of the
6 certification or testing and shall be made available to CEH upon request.

7 2.4 **Confirmatory Testing By CEH.** CEH intends to conduct periodic testing of the
8 Products sold in California. Any such testing will be conducted in accordance with the Test
9 Protocol.

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

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18 3. **SETTLEMENT PAYMENT**

19 3.1 Within 20 days after the initial entry of this Consent Judgment by the Court,
20 CUNO shall pay \$145,000 as a settlement payment. The payment required under this section
21 shall be delivered to the offices of Lexington Law Group, LLP. Any failure by CUNO to comply
22 with the payment terms herein shall be subject to a stipulated late fee in the amount of \$100 for
23 each day after the delivery date the payment is received. The late fees required under this section
24 shall be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding
25 brought pursuant to Section 5 of this Consent Judgment. The funds paid by CUNO shall be made
26 payable and distributed as follows:

27 3.1.1 **Penalty:** \$5,000 of CUNO's payment shall be made by check payable to
28 the Center For Environmental Health as a penalty pursuant to Health & Safety Code

1 § 25249.7(b). CEH shall apportion the penalties in accordance with Health & Safety Code
2 § 25249.12.

3 3.1.2 Monetary Payment In Lieu Of Penalty: \$45,000 of CUNO's payment shall
4 be made by check payable to the Center For Environmental Health as payment to CEH in lieu of
5 penalty pursuant to Health & Safety Code section 25249.7(b), and California Code of
6 Regulations, title 11, section 3203(b). CEH shall use such funds to continue its work protecting
7 people from exposures to toxic chemicals. As part of this work, CEH may conduct periodic
8 testing of the Products as set forth in Section 2.4 as well as Products sold by non-parties.

9 3.1.3 Attorneys' Fees And Costs: \$95,000 of CUNO's payment shall be made
10 by check payable to the Lexington Law Group, LLP as reimbursement of a portion of CEH's
11 reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of
12 investigating, bringing this matter to CUNO's attention, litigating and negotiating a settlement in
13 the public interest.

14 15 4. **MODIFICATION OF CONSENT JUDGMENT**

16 4.1 This Consent Judgment may be modified by written agreement of CEH and
17 CUNO, after noticed motion, and upon entry of an amended consent judgment by the Court
18 thereon, or upon motion of CEH or CUNO and upon entry of an amended consent judgment by
19 the Court. In addition, this Consent Judgment may be amended pursuant to the procedure set
20 forth in the Stipulation and Order For Entry Of Judgment, Opt-In Procedure And Future
21 Amendment Of Consent Judgment.

22 23 5. **ENFORCEMENT OF CONSENT JUDGMENT**

24 5.1 CEH may, by motion or application for an order to show cause before the Superior
25 Court of the County of Alameda, enforce the terms and conditions contained in this Consent
26 Judgment. Prior to bringing any motion or application to enforce the requirements of Section 2
27 above, CEH shall provide CUNO with a Notice of Violation and a copy of any test results which
28 purportedly support CEH's Notice of Violation. The parties shall then meet and confer regarding

1 the basis for CEH's anticipated motion or application in an attempt to resolve it informally.
2 Should such attempts at meeting and conferring fail, CEH may file its enforcement motion or
3 application. Should CEH prevail on any motion or application to enforce a material violation of
4 this Consent Judgment under this section, CEH shall be entitled to its reasonable attorneys' fees
5 and costs incurred as a result of such motion or application. Should CUNO prevail on any motion
6 or application under this section, CUNO may be awarded its reasonable attorneys' fees and costs
7 as a result of such motion or application upon a finding by the court that CEH's prosecution of
8 the motion or application was not in good faith. This Consent Judgment may only be enforced by
9 CEH or the California Attorney General.

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11 **6. APPLICATION OF CONSENT JUDGMENT**

12 6.1 This Consent Judgment shall apply to and be binding upon the parties hereto, their
13 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

14
15 **7. RELEASE**

16 7.1 This Consent Judgment is a full, final and binding resolution among

- 17 • CEH, acting in the public interest pursuant to Health & Safety Code section
18 25249.7(d);
19 • CUNO;
20 • CUNO's parents, subsidiaries, affiliates, directors, officers, employees, agents,
21 shareholders and their successors and assigns ("Defendant Releasees"); and
22 • CUNO's customers, distributors, wholesalers or retailers, or any other person
23 within CUNO's downstream chain of distribution which may in the course of
24 doing business use, maintain, distribute or sell Products and Components which
25 are manufactured, distributed or sold by CUNO (including Products and
26 Components which are privately labeled by persons other than CUNO)
27 (hereinafter "Downstream Entity," and collectively "Downstream Entities"),

28 of any violation of Proposition 65 or any other statutory or common law claim that was or could
have been asserted in the Complaint against CUNO, Defendant Releasees or Downstream Entities
based on alleged failure to warn about exposure to Arsenic contained in the Products and
Components, as well as any alleged discharge of Arsenic into a source of drinking water from the

1 Products and Components, with respect to any Products and Components manufactured,
2 distributed or sold by CUNO on or prior to the Final Compliance Date (hereinafter “Released
3 Products”). For purposes of this Section 7, “Components” means activated carbon-containing
4 elements incorporated into Products with water to carbon ratios greater than or equal to the
5 Validation Product selected pursuant to Section 2.1.1.1(a) with the lowest water to carbon ratio.

6 7.2 CEH, acting for itself and on behalf of the public interest pursuant to Health &
7 Safety Code section 25249.7(d), hereby releases, waives and forever discharges any and all
8 claims against CUNO, Defendant Releasees and Downstream Entities based on alleged failure to
9 warn about exposure to Arsenic contained in any Released Products, as well as any alleged
10 discharge of Arsenic into a source of drinking water from any Released Products.

11 7.3 Compliance with the terms of this Consent Judgment by CUNO shall constitute
12 compliance with Proposition 65 by CUNO, Defendant Releasees and Downstream Entities with
13 respect to any alleged failure to warn about exposure to Arsenic contained in the Products and
14 Components as well as any alleged discharge of Arsenic into a source of drinking water from
15 such Products and Components, with respect to any Products and Components manufactured,
16 distributed or sold by CUNO (including such Products and Components privately labeled by
17 Downstream Entities). Nothing in this Section 7 shall be deemed to limit or affect the obligations
18 of any Party created under this Consent Judgment.

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20 **8. SEVERABILITY**

21 8.1 In the event that any of the provisions of this Consent Judgment are held by a court
22 to be unenforceable, the validity and enforceability of the remaining provisions shall not be
23 adversely affected.

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25 **9. GOVERNING LAW**

26 9.1 The terms of this Consent Judgment shall be governed by the laws of the State of
27 California.

1 **10. RETENTION OF JURISDICTION**

2 10.1 This Court shall retain jurisdiction of this matter to implement this Consent
3 Judgment.

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5 **11. PROVISION OF NOTICE**

6 11.1 All notices required pursuant to this Consent Judgment and correspondence shall
7 be sent to the person identified for each party in the attached Exhibit B.

8
9 **12. COURT APPROVAL**

10 12.1 If this Consent Judgment is not approved by the Court, it shall be of no further
11 force or effect and shall not be introduced as evidence or otherwise used in any proceeding for
12 any purpose. The Parties agree to mutually employ their best efforts to seek approval of the
13 Consent Judgment by the Court in a timely manner.

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15 **13. EXECUTION AND COUNTERPARTS**

16 13.1 The stipulations to this Consent Judgment may be executed in counterparts and by
17 means of facsimile, which taken together shall be deemed to constitute one document.

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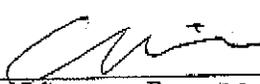
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14. AUTHORIZATION

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

AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH



CHARLIE PIZARRO, *Associate Director*
CENTER FOR ENVIRONMENTAL HEALTH

Dated: 4/29/08

CUNO, INCORPORATED

Dated: _____

THOMAS J. HAMLIN

Printed Name

SENIOR VICE-PRESIDENT, RD&E

Title

1 14. AUTHORIZATION

2 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
3 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
4 execute the Consent Judgment on behalf of the party represented and legally bind that party. The
5 undersigned have read, understand and agree to all of the terms and conditions of this Consent
6 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

7 AGREED TO:

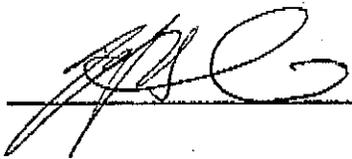
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9 CENTER FOR ENVIRONMENTAL HEALTH

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11 Dated: _____

12 _____
13 CHARLIE PIZARRO, *Associate Director*
14 CENTER FOR ENVIRONMENTAL HEALTH

15 CUNO, INCORPORATED

16
17 Dated: 4-29-08

18 _____
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20 THOMAS J. HAMLIN
21 _____
22 *Printed Name*

23 SENIOR VICE-PRESIDENT, RD&E
24 _____
25 *Title*

JUDGMENT

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

Dated: _____

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 or 1.5 below as applicable.

1.3 Selection of Raw Material Extraction Test Method

- 1.3.1 Raw material extraction testing shall be conducted on each sample collected in accordance with Section 1.2 above. The entity undertaking the raw material extraction testing shall use one of the two methods described below.

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 1 liter of Deionized Water (as defined in Section 1.4.2 above) in a container. Cover the container and let soak for 24 hours.
- 1.5.2 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.

- 1.5.3 Decant or vacuum filter sample using a filter appropriate for carbon particle size.
- 1.5.4 Transfer filtered extract into sample bottle. Preserve the sample by adding concentrated nitric acid to achieve a 1 % (v/v) acid solution.
- 1.5.5 Analyze samples in accordance with those EPA Analytical Methods referenced in NSF Standard 53 (latest edition).

1.6 Test Results

- 1.6.1 Irrespective of the method used (*i.e.* column or beaker), the arsenic limit shall be 5 parts per billion (“ppb”).
- 1.6.2 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, Esq. Lexington Law Group, LLP 1627 Irving Street San Francisco, CA 94122
CUNO:	CUNO Incorporated
<i>Notice to :</i>	Claudia J. Carr, Esq. General Counsel CUNO, Inc. 400 Research Parkway Meriden, CT 06450 Ann G. Grimaldi, Esq. McKenna Long & Aldridge LLP 101 California St., 41s Flr. San Francisco, CA 94111