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6 CENTER FOR ENVIRONMENTAL HEALTH

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

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

12 Plaintiff,

13 v.

14 MULTI-PURE INTERNATIONAL;  
15 OMNIPURE FILTER COMPANY, INC.;  
PUR WATER PURIFICATION PRODUCTS,  
16 INC.; THE PROCTER & GAMBLE  
COMPANY; THE PROCTER & GAMBLE  
17 DISTRIBUTING LLC; THE PROCTER &  
GAMBLE MANUFACTURING  
18 COMPANY; and Defendant DOES 1 through  
500, inclusive,

19 Defendants.  
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CASE No. CV-093704

**[PROPOSED] CONSENT JUDGMENT  
AS TO THE PROCTOR & GAMBLE  
DISTRIBUTING LLC AND PUR  
WATER FILTRATION PRODUCTS,  
INC.**

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23 **1. INTRODUCTION**

24 1.1 On July 24, 2009, plaintiff the Center for Environmental Health (hereinafter  
25 “CEH”), a non-profit corporation, filed a complaint in Marin County Superior Court entitled  
26 *Center for Environmental Health v. Multi-Pure International, et al.*, for civil penalties and  
27 injunctive relief pursuant to the provisions of Cal. Health & Safety Code (“Health & Safety  
28 Code”) §25249.5, *et seq.* (“Proposition 65”) (the “Action”). CEH’s complaint in the Action

1 named The Proctor & Gamble Distributing LLC and PUR Water Filtration Products, Inc.  
2 (“Defendants”) as parties. CEH and Defendants are referred to collectively as the “Parties.”

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

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

19 1.4 CEH’s Notice and its Complaint also allege that Defendants did not provide a clear  
20 and reasonable warning to purchasers of the Products regarding the carcinogenicity and  
21 reproductive toxicity of Arsenic, in violation of Health & Safety Code § 25249.6. Defendants  
22 contend that there has been no violation of Health & Safety Code §25249.6.

23 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court  
24 has jurisdiction over the allegations of violations contained in CEH’s Complaint and personal  
25 jurisdiction over Defendants as to the acts alleged in CEH’s Complaint, that venue is proper in the  
26 County of Marin, and that this Court has jurisdiction to enter this Consent Judgment as a full and  
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1 final resolution of all claims which were or could have been raised in the Complaint against  
2 Defendants 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 Defendants enter into this Consent Judgment as a full and final settlement of  
5 all 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, Defendants do 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 Defendants  
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.

19 **2. COMPLIANCE**

20           2.1 **Arsenic Reformulation.** As of January 1, 2011 (the “Final Compliance Date”),  
21 Defendants shall not manufacture, distribute, ship, or sell, or cause to be manufactured,  
22 distributed, shipped or sold, any Products that leach Arsenic in concentrations greater than 5 parts  
23 per billion (“ppb”) using NSF Standard 42, 53 or the appropriate NSF Standard applicable to the  
24 Product being tested (in any case, using the latest edition) (the “Test Protocol”). Defendants have  
25 commenced testing of reformulated filters as of the date of entry of this Consent Judgment. The  
26 reformulation requirement of this Section does not require Defendant to recall or otherwise  
27 address any inventory of Product that was distributed, shipped or sold by Defendant prior to  
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1 January 1, 2011.

2                   2.1.1 **Validation Testing.** After the Final Compliance Date, to ensure  
3 compliance with Section 2.1, and to validate the reliability of the Raw Material Testing conducted  
4 pursuant to Section 2.1.2, Defendants shall select two of their Products (the “Validation  
5 Products”) to be tested using the Test Protocol according to the criteria set forth below. If  
6 application of the following criteria identify the same Product as the Water to Carbon Validation  
7 Product and the Sales Validation Product, then the Test Protocol shall be followed as to two  
8 samples of such Product that are from different lots.

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

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

17                                       (b) Sales: The second Validation Product for Validation Testing  
18 shall be selected based on the unit sales volume of the Product in the United States. Defendants  
19 shall select the Product that it sold and that: (1) had the highest sales in the United States in the  
20 year prior to the testing; and (2) Defendants still offer for sale in the United States.

21                               2.1.1.2 Frequency Of Testing: Following the Final Compliance Date,  
22 Defendants shall conduct Validation Testing on a representative unit or units of each Validation  
23 Product in accordance with the Test Protocol and Section 2.1.1.1 at least one time per calendar  
24 quarter. In the event that the Validation Testing demonstrates one year of continuous compliance  
25 with the 5 ppb reformulation standard for both Validation Products, Defendants may reduce the  
26 frequency of testing thereafter for both Validation Products to one time every six months. In the  
27 event that the Validation Testing demonstrates six years of continuous compliance with the 5 ppb  
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1 reformulation standard for both Validation Products, Defendants shall no longer be required to  
2 conduct the Validation Testing pursuant to Section 2.1.1. Each Validation Product shall contain  
3 carbon from a lot that has already passed the Raw Material Testing conducted pursuant to  
4 Section 2.1.2. For avoidance of doubt, the fact that application of the criteria in Section 2.1.1.1  
5 may result in different Validation Products tested from time to time does not affect the nature or  
6 frequency of such testing.

7                                   2.1.1.3 Products That Exceed Reformulation Standard: After the Final  
8 Compliance Date, if Defendants obtain test results indicating that a Validation Product leaches  
9 Arsenic in concentrations greater than 5 ppb, Defendants shall, within 45 days of receiving such  
10 results, provide to CEH: (a) a copy of the test results and any related QA/QC or other  
11 documentation regarding the testing; (b) an itemization of all Products, if any, that Defendants  
12 offered for direct sale in California and that contain carbon from the same lot as the Validation  
13 Product that failed the Validation Test, including the model name and number, number of units  
14 affected, and distribution status of those units; (c) with respect to Products, if any, that were  
15 offered for direct sale in California by Defendants and that contain carbon from the same lot as  
16 the Validation Product that failed the Validation test, a plan of correction to remedy the violation,  
17 including a detailed description of the specific corrective actions to be taken, the dates such  
18 actions will be completed, and the scope of such actions (including, but not limited to, which  
19 Products will be addressed by the action); and (d) a description of what changes, if any,  
20 Defendants propose to make to the Raw Material Testing procedure set forth in Exhibit A to  
21 ensure that the procedure is adequately screening Arsenic levels in the Products' activated carbon.  
22 If Defendants know or have reason to know that there were material indirect sales in California of  
23 Products that contain carbon from the same lot as the Validation Product that failed the Validation  
24 Test, Defendants shall include all such Products sold nationally in their itemization of affected  
25 Products. The Parties shall meet and confer regarding the scope of any corrective action,  
26 including but not limited to corrective action to remedy violations regarding material indirect  
27 sales to California. If CEH disagrees with the sufficiency or timing of Defendants' proposed  
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1 corrective action, or if the Parties are unable to agree as to what changes, if any, need to be made  
2 to the Raw Material Testing procedure, CEH may seek enforcement of this Consent Judgment in  
3 accordance with Section 5.

4                   **2.1.2 Raw Material Arsenic Level And Testing.** Beginning on the Final  
5 Compliance Date, and to further ensure compliance with Section 2.1, Defendants shall not use  
6 activated carbon that leaches Arsenic in concentrations greater than 5 ppb using the Raw Material  
7 Testing procedure set forth in Exhibit A in any Products or Components (as that term is defined in  
8 Section 7.1). Defendants shall test each lot (as that term is defined in the Raw Material Testing  
9 procedure) of raw activated carbon used in the Products or Components using the Raw Material  
10 Testing procedure set forth in Exhibit A.

11                   **2.1.2.1** In the event that Defendants are no longer required to conduct  
12 Validation Testing pursuant to the terms of section 2.1.1.2, Defendants may request a meeting  
13 with CEH to confer in good faith about modification of the Raw Material testing procedures  
14 pursuant to Section 2.1.2 and Exhibit A to substitute a quality control and testing program for  
15 Raw Material that is designed to ensure compliance with Section 2.1, including without limitation  
16 periodic certifications of validating test results and the provision of documentation to CEH.

17                   **2.2 Certification Of Level From Suppliers.** To the extent Defendants relies upon  
18 their suppliers to conduct any of the testing required by this Consent Judgment, Defendants shall  
19 obtain written certification with corresponding test results from their suppliers.

20                   **2.3 Documentation.** The certifications and results of all testing performed pursuant to  
21 this Consent Judgment shall be retained by Defendants for a period of five years from the date of  
22 the certification or testing and shall be made available to CEH upon request.

23                   **2.4 Confirmatory Testing By CEH.** CEH intends to conduct periodic testing of the  
24 Products sold in California. Any such testing will be conducted in accordance with the Test  
25 Protocol.

26                   **2.5 Product Flushing Instructions.** As of the Final Compliance Date, for Products  
27 that Defendants manufacture, distribute, ship or sell, Defendants shall transmit for the applicable  
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1 Product type below, initial flushing instructions to their customers by installation manuals,  
2 owner's manuals, labels, packaging or other methods, as follows: (1) for point of entry Products  
3 having bed volumes of 0.5 cubic feet or less, and for all point of use Products, initial flushing of  
4 no less than ten (10) bed volumes; (2) for point of entry Products having bed volumes of greater  
5 than 0.5 cubic feet, initial flushing of no less than ten (10) gallons; or (3) for pitcher, water  
6 dispenser or faucet mounted Products and their replacement filters, initial instructions involving  
7 soaking and/or flushing of filters for a set period of time no less than is provided by the  
8 instructions attached hereto as Exhibit C.

9 **3. SETTLEMENT PAYMENT**

10 3.1 Within 20 days after the entry of this Consent Judgment by the Defendants shall  
11 pay \$145,000 as a settlement payment. The payment required under this section shall be  
12 delivered to the offices of Lexington Law Group. Any failure by Defendants to comply with the  
13 payment terms herein shall be subject to a stipulated late fee in the amount of \$100 for each day  
14 after the delivery date the payment is received. The late fees required under this section shall be  
15 recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought  
16 pursuant to Section 5 of this Consent Judgment. CEH and the Lexington Law Group shall  
17 provide completed W-9 forms to Defendant and Defendant may issue Form 1099s to each of  
18 them but only in the amount of the respective payments set forth for each entity below. If any  
19 payment under this Section is made prior to entry of this Consent Judgment, and the Consent  
20 Judgment is not ultimately approved by the Court, all funds paid by Defendants shall be promptly  
21 returned to Defendants. The funds paid by Defendants shall be made payable and distributed as  
22 follows:

23 3.1.1 Penalty: \$5,000 of Defendants' payment shall be made by check payable  
24 to the Center For Environmental Health as a penalty pursuant to Health & Safety Code  
25 §25249.7(b). CEH shall apportion the penalties in accordance with Health & Safety Code  
26 §25249.12.

27 3.1.2 Monetary Payment In Lieu Of Penalty: \$45,000 of Defendants' payment  
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1 shall be made by check payable to the Center For Environmental Health as payment to CEH in  
2 lieu of civil penalty pursuant to Health & Safety Code §25249.7(b), and California Code of  
3 Regulations, title 11, §3202(b). CEH will use such funds to continue its work educating and  
4 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part  
5 of its Community Environmental Action and Justice Fund, CEH will use four percent of such  
6 funds to award grants to grassroots environmental justice groups working to educate and protect  
7 people from exposures to toxic chemicals. The method of selection of such groups can be found  
8 at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund).

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

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

16 4.1 This Consent Judgment may be modified by written agreement of CEH and  
17 Defendants, after noticed motion, and upon entry of an amended consent judgment by the Court  
18 thereon, or upon motion of CEH or Defendants and upon entry of an amended consent judgment  
19 by the Court.

#### 20 5. **ENFORCEMENT OF CONSENT JUDGMENT**

21 5.1 CEH may, by motion or application for an order to show cause before the Superior  
22 Court of the County of Marin, enforce the terms and conditions contained in this Consent  
23 Judgment. Prior to bringing any motion or application to enforce the requirements of Section 2  
24 above, CEH shall provide Defendants with a Notice of Violation and a copy of any test results  
25 which purportedly support CEH's Notice of Violation. The Parties shall then meet and confer  
26 regarding the basis for CEH's anticipated motion or application in an attempt to resolve it  
27 informally. Should such attempts at meeting and conferring fail, CEH may file its enforcement  
28 motion or application. Should CEH prevail on any motion or application to enforce a material



1 violation of this Consent Judgment under this section, CEH shall be entitled to its reasonable  
2 attorneys' fees and costs incurred as a result of such motion or application. Should Defendants  
3 prevail on any motion or application under this section, Defendants may be awarded their  
4 reasonable attorneys' fees and costs as a result of such motion or application upon a finding by  
5 the court that CEH's prosecution of the motion or application was not in good faith. This  
6 Consent Judgment may only be enforced by CEH or the California Attorney General.

7 **6. APPLICATION OF CONSENT JUDGMENT**

8 6.1 This Consent Judgment shall apply to and be binding upon the Parties hereto, their  
9 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

10 **7. RELEASE**

11 7.1 This Consent Judgment is a full, final and binding resolution among

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

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

1           7.2     CEH, acting for itself and on behalf of the public interest pursuant to Health &  
2 Safety Code section 25249.7(d), hereby releases, waives and forever discharges any and all  
3 claims against Defendants, Defendant Releasees and Downstream Entities based on alleged  
4 failure to warn about exposure to Arsenic contained in any Released Products, as well as any  
5 alleged discharge of Arsenic into a source of drinking water from any Released Products.

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

14       **8.     GOVERNING LAW**

15           8.1     The terms of this Consent Judgment shall be governed by the laws of the State of  
16 California.

17       **9.     RETENTION OF JURISDICTION**

18           9.1     This Court shall retain jurisdiction of this matter to implement this Consent  
19 Judgment.

20       **10.    PROVISION OF NOTICE**

21           10.1    All notices required pursuant to this Consent Judgment and correspondence shall  
22 be sent to the person identified for each party in the attached Exhibit B.

23       **11.    COURT APPROVAL**

24           11.1    If this Consent Judgment is not approved by the Court, it shall be of no further  
25 force or effect and shall not be introduced as evidence or otherwise used in any proceeding for  
26 any purpose. The Parties agree to mutually employ their best efforts to seek approval of the  
27 Consent Judgment by the Court in a timely manner.  
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12. EXECUTION AND COUNTERPARTS


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

13. AUTHORIZATION

13.1 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

  
\_\_\_\_\_

Dated: 5/20/2010

*Claudia Pizarro*  
\_\_\_\_\_  
*Printed Name*

*Associate Director*  
\_\_\_\_\_  
*Title*

THE PROCTOR & GAMBLE DISTRIBUTING  
LLC AND PUR WATER FILTRATION  
PRODUCTS, INC.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

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AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH

\_\_\_\_\_

Dated: \_\_\_\_\_

*Printed Name*

\_\_\_\_\_

*Title*

THE PROCTOR & GAMBLE DISTRIBUTING  
LLC AND PUR WATER FILTRATION  
PRODUCTS, INC.

*Leigh B Radford*

Dated: 6/25/10

*Leigh B. Radford*

*Printed Name*

*VP/GM Global PUR*

*Title*

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**JUDGMENT**

Based upon the stipulated Consent Judgment between CEH and The Proctor & Gamble Distributing LLC and PUR Water Filtration Products, Inc., 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, 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  $100 \pm 5$  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 ( $1000 \pm 50$  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  $50 \pm 5$  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  $50 \pm 5$  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

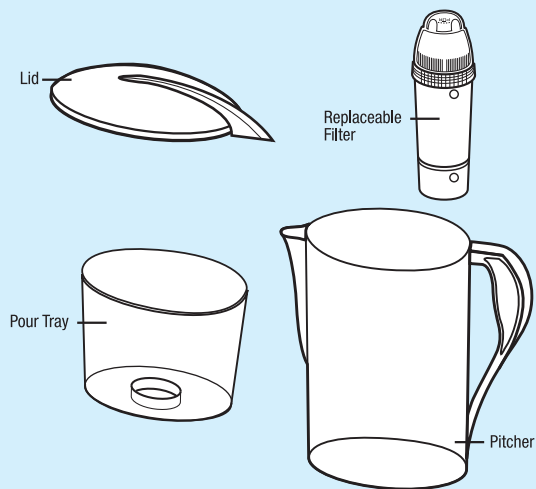
<b>PLAINTIFF:</b>	Center for Environmental Health
<i>Notice to :</i>	Eric S. Somers Lexington Law Group 1627 Irving Street San Francisco, CA 94122
<b>DEFENDANTS:</b>	The Procter & Gamble Distributing LLC PUR Water Filtration Products, Inc. TBP
<i>Notice to :</i>	Carolyn Collins Lauren M. Michals Nixon Peabody LLP One Embarcadero Center, 18 <sup>th</sup> Floor San Francisco, CA 94111-3600  With a copy to:  Associate General Counsel—Health Care Legal Division The Procter & Gamble Company 299 East 6th Street Cincinnati Ohio 45202

**EXHIBIT C**

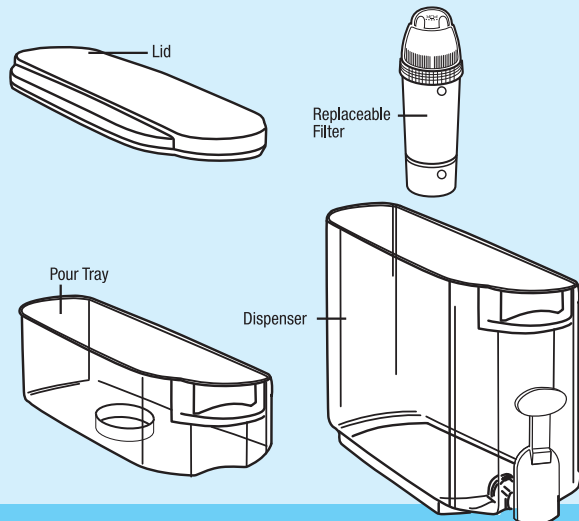
**Exemplar Flushing Instructions**



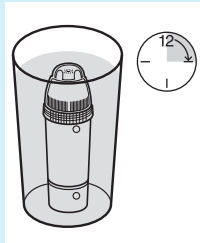
## PUR CR-6000 Pitcher Components



## DS-1800Z Dispenser Components



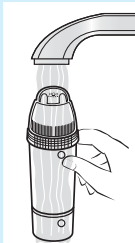
## Installation & How to Use



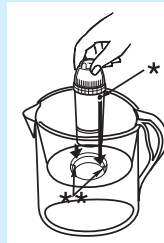
1. SOAK THE FILTER FOR 15 MINUTES PRIOR TO FIRST USE.



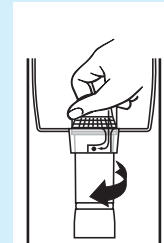
2. HAND WASH PITCHER COMPONENTS.



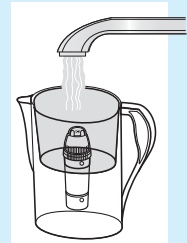
3. FLUSH FILTER WITH COLD WATER FOR 10 SECONDS PRIOR TO FIRST USE.



4. INSERT FILTER.



5. TWIST FILTER TO LOCK IN PLACE.



6. FOR FILTERED WATER
  - Fill pour tray with cold water. **Do not use hot water.**
  - Allow the pour tray to completely drain into the pitcher reservoir.



### 7. Filter Life Calendar Instructions

- Remove the cling calendar decal and place it anywhere on the outside of your PUR water filtration system.
- The green part of the Begin-End indicator should be placed on or near today's date. The red portion of the indicator will show the corresponding date 2 months later. Replace the filter at this time.

## Troubleshooting

Unfiltered water leaks into the filtered water reservoir.

Unfiltered water is leaking out of the pour tray when I tip the pitcher to pour.

The valve leaks on my dispenser.

Check to be sure that the filter has been twisted firmly into place.

Completely drain the pour tray before pouring filtered water out of the pitcher to prevent unfiltered water from mixing with the filtered water.

Check to be sure nothing is coming in contact with the valve (i.e.- refrigerator door) that would accidentally open the valve and let water spill out.

For warranty service or product performance concerns, please Contact PUR Consumer Relations *FIRST* for resolution. By telephone: 1-800-PUR-LINE (1-800-787-5463)

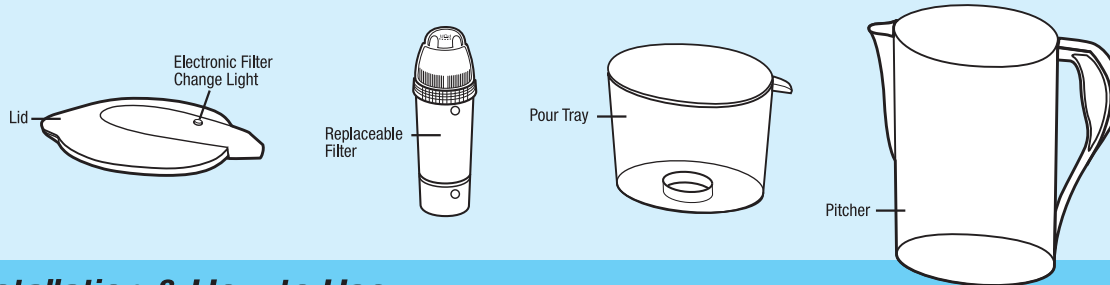
## For Optimal Use, Care and Safety

- Do not use with water that is microbiologically unsafe or of unknown quality without adequate disinfection before or after the system. Systems that are certified for cyst reduction may be used on disinfected water that may contain filterable cysts. Individuals requiring water of specific microbiological purity should consult their physician.
- Do not use with water above 82°F/28°C as this may damage the filter. Use with cold water only.
- Hand wash pitcher, pour tray and lid with mild soapy water.

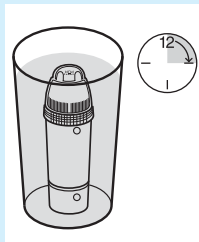
For Technical Specifications and Performance Data Summary, please see insert.

## PUR CR-600C Pitcher Components

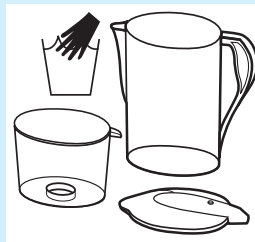
Go to [purwater.com](http://purwater.com)  
to register your product and  
look for special offers.



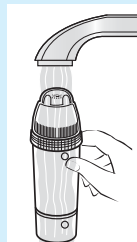
## Installation & How to Use



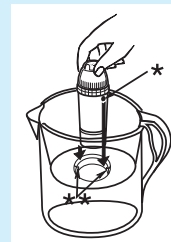
- 1. SOAK THE FILTER FOR 15 MINUTES PRIOR TO FIRST USE.**



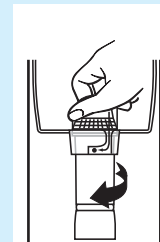
- 2. HAND WASH PITCHER COMPONENTS.**



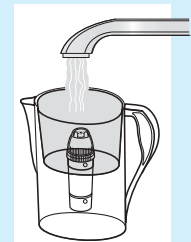
- 3. FLUSH FILTER WITH COLD WATER FOR 10 SECONDS PRIOR TO FIRST USE.**



- 4. INSERT FILTER.**



- 5. TWIST FILTER TO LOCK IN PLACE.**



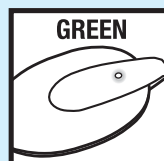
- 6. FOR FILTERED WATER**
- Fill pour tray with cold water. **Do not use hot water.**
  - Allow the pour tray to completely drain into the pitcher reservoir.



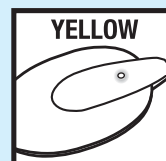
- 7. RESET THE ELECTRONIC FILTER CHANGE LIGHT**
- Hold the reset button for at least 5 seconds.
  - The light will flash green when reset.

## How to Monitor Filter Life

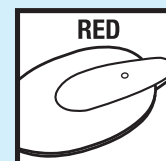
The electronic filter change light will flash every time you pour.



**FILTER IS WORKING**



**CHANGE FILTER SOON**



**CHANGE FILTER NOW**

Reset the electronic filter change light each time the filter is replaced.

## 90 Day Limited Warranty

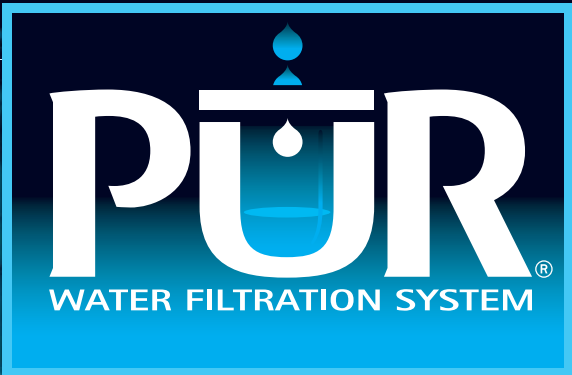
PUR (Warrantor), warrants your PUR Filtration Pitcher (CR-6000, CR-6000C and DS-1800Z) for ninety (90) days from the date of purchase (except for the filter cartridge which is warranted for 30 days) against all defects in materials and workmanship, when used in compliance with the Owner's Manual.

If the product proves to be defective within ninety days from the date of purchase, call 1-800-787-5463. The warrantor assumes no responsibility for incidental or consequential damages; for damages arising out of misuse of the product or the use of any unauthorized attachment.

This warranty gives you specific legal rights, and you may have other legal rights which vary from state to state.

Should service be required or you have any questions regarding how to use your PUR Product, please call PUR Consumer Relations at 1-800-787-5463, or US Consumers visit our website at [www.purwater.com](http://www.purwater.com).

Complete warranty registration at [www.purwater.com](http://www.purwater.com)



Go to  
[purwater.com](http://purwater.com)  
to register your product  
and look for special offers.



**Owner's Manual**  
**Manual del propietario**

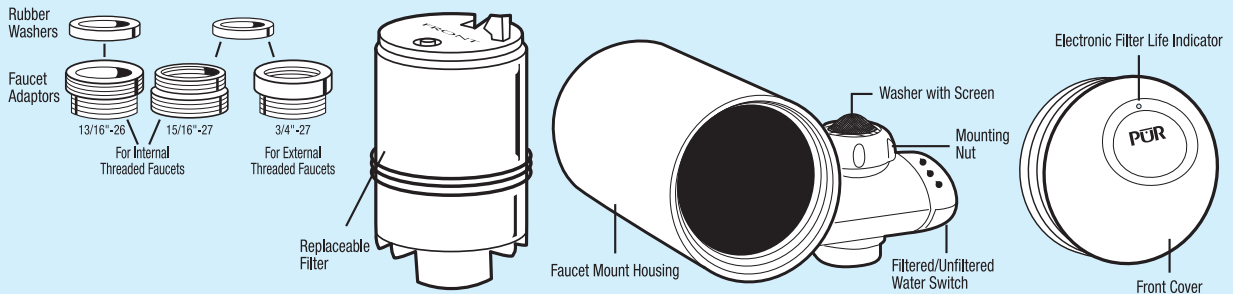
**[purwater.com](http://purwater.com)**  
**1-800-PUR-LINE**

FM-7500 FM-7600 FM-9100 FM-9300 FM-9400 FM-9500 FM-9600 FM-9700 FM-9800 FM-9900

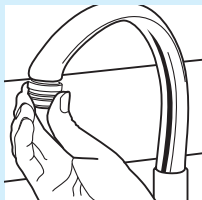
# PUR Faucet Mount Components

Go to [purwater.com](http://purwater.com)  
to register your product and  
look for special offers.

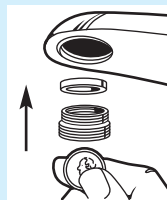
ENGLISH



## Installation & Use

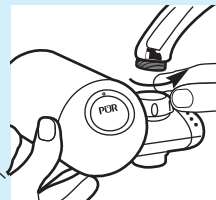


**1. REMOVE FAUCET AERATOR.**

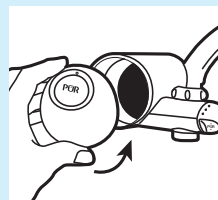


**2. DETERMINE THE NEED FOR FAUCET ADAPTOR.**

- If the filter unit does not fit, use one of the provided faucet adaptors and washers.
- Insert coin in notches underneath adaptor to tighten.

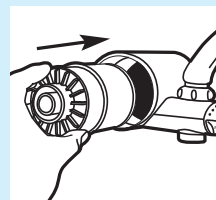


**3. ATTACH THE FILTER TO YOUR FAUCET.**



**4. INSTALL THE FILTER CARTRIDGE.**

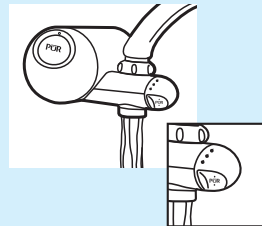
- Align square peg on filter cartridge with square hole in the back of the faucet mount unit.



**5. FOR FILTERED WATER**

- Turn the water switch so the PUR logo is visible.
- Do not run hot water in this position.

**6. BEFORE FIRST USE, RUN COLD WATER FOR 5 MINUTES IN FILTERED WATER POSITION (See Step 5) TO FLUSH THE FILTER CARTRIDGE.**

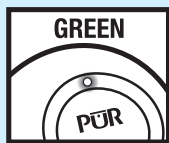


**7. FOR UNFILTERED WATER**

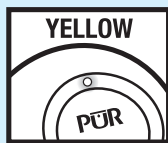
- Turn the water switch so that the PUR logo is no longer visible.
- It is OK to run hot water in the filter off position.

## How to Monitor Filter Life

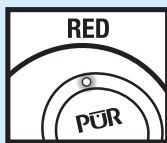
Installing the filter cartridge automatically resets the Electronic Filter Life Indicator. When replacing the filter, the indicator will flash confirming that the filter has been replaced properly.



**FILTER IS WORKING**



**CHANGE FILTER SOON**



**CHANGE FILTER**

For warranty service or product performance concerns, please Contact PUR Consumer Relations for resolution. By telephone: 1-800-PUR-LINE (1-800-787-5463)

## Troubleshooting

Adaptors don't fit.

- If the enclosed adaptors do not fit, contact PUR Consumer Relations at 1-800-PUR-LINE (1-800-787-5463).

Water leaks out around the filter cover.

- For any water leaks, contact PUR Consumer Relations at 1-800-PUR-LINE (1-800-787-5463).

Drop in water flow in filtered position

- Replace the filter cartridge.

Water leaks around the faucet adaptor and faucet.

- Check to see that the washer was placed on top of the faucet adaptor when installed.
- Make sure the adaptor is secured tightly to the faucet.
- Check to see that the washer with screen is in place.
- Make sure the mounting nut is tightened onto the faucet.

Difficulty in removing the front cover for filter cartridge replacement in horizontal faucet mount.

- You must relieve pressure from the faucet mount housing to ease in removal of the front cover. To do this, slowly rotate the water switch until it is about half way between filtered and unfiltered modes. This will vent the pressure and allow front cap to be easily removed for filter replacement.

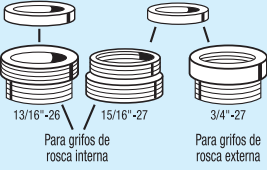
## Componentes de la unidad de montaje para grifo PÜR

Ingrese a [purwater.com](http://purwater.com)  
para registrar su producto y  
buscar ofertas especiales.

ESPAÑOL

Arandelas de caucho

Adaptadores para grifo

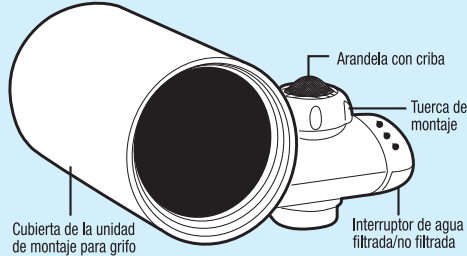
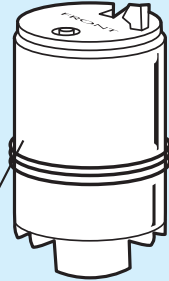


13/16"-26  
Para grifos de rosca interna

15/16"-27

3/4"-27  
Para grifos de rosca externa

Filtro de recambio



Cubierta de la unidad de montaje para grifo

Arandela con criba

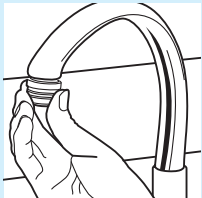
Tuerca de montaje

Interruptor de agua filtrada/no filtrada

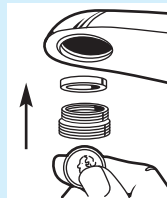
Indicador electrónico de vida útil del filtro

Tapa frontal

## Instalación y uso

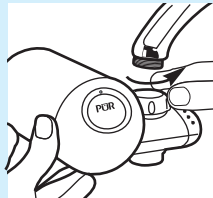


### 1. RETIRE EL AERADOR DEL GRIFO.

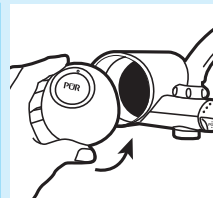


### 2. DETERMINE SI NECESITA UN ADAPTADOR PARA GRIFO.

- Si la unidad de filtro no encaja, use uno de los adaptadores para grifo y las arandelas que se suministran.
- Inserte una moneda en las ranuras debajo del adaptador para ajustarlo.

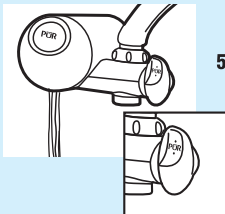
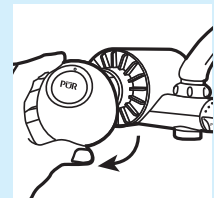
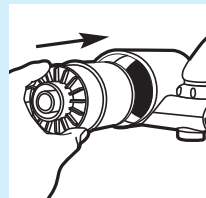


### 3. COLOQUE LA UNIDAD DE FILTRO EN EL GRIFO.



### 4. INSTALE EL CARTUCHO FILTRANTE.

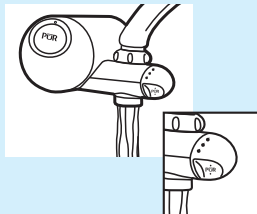
- Alinee la clavija cuadrada del cartucho filtrante con el orificio cuadrado en la parte posterior de la unidad de montaje para grifo



### 5. PARA AGUA FILTRADA

- Gire el interruptor del agua hasta que se vea el logotipo de PÜR.
- No haga correr agua caliente en esta posición.

### 6. ANTES DE USARLO POR PRIMERA VEZ, HAGA CORRER AGUA FRÍA DURANTE 5 MINUTOS EN LA POSICIÓN DE AGUA FILTRADA PARA LAVAR EL CARTUCHO FILTRANTE (consulte el Paso 5).



### 7. PARA AGUA NO FILTRADA

- Gire el interruptor del agua hasta que no se vea el logotipo de PÜR.
- Puede hacer correr agua caliente cuando el filtro está en la posición de apagado.

## Cómo supervisar la vida útil del filtro

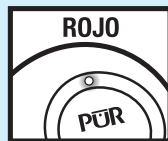
Cuando se instala el cartucho filtrante, el Indicador electrónico de vida útil del filtro se reajusta de manera automática. Al reemplazar el filtro, el indicador se iluminará en forma intermitente confirmando que el filtro se ha reemplazado correctamente.



FILTRO EN FUNCIONAMIENTO



CAMBIAR FILTRO PRONTO



CAMBIAR FILTRO

Si tiene inquietudes con respecto al desempeño del producto o si necesita servicio cubierto por la garantía, comuníquese con el Departamento de Servicio al Consumidor de PÜR para obtener una respuesta. Por teléfono: 1-800-PUR-LINE (1-800-787-5463)

## Resolución de problemas

Los adaptadores no encajan.

- Si los adaptadores suministrados no encajan, comuníquese con el Departamento de Servicio al Consumidor de PÜR llamando al 1-800-PUR-LINE (1-800-787-5463).

La tapa del filtro pierde agua.

- En caso de pérdida de agua, comuníquese con el Departamento de Servicio al Consumidor de PÜR llamando a 1-800-PUR-LINE (1-800-787-5463).

Disminución del flujo de agua en la posición de filtrado.

- Reemplace el cartucho filtrante.

El grifo y el adaptador del grifo pierden agua.

- Compruebe haber colocado la arandela en la parte superior del adaptador del grifo cuando la instaló.
- Asegúrese de que el adaptador esté ajustado con firmeza al grifo.
- Compruebe que la arandela con criba esté en su lugar.
- Asegúrese de que la tuerca de montaje esté ajustada al grifo.

Se hace difícil retirar la tapa frontal para reemplazar el cartucho filtrante en la unidad horizontal de montaje para grifo.

- Debe aliviar la presión de la cubierta de la unidad de montaje para grifo para poder retirar la tapa frontal con facilidad. Para ello, gire lentamente el interruptor del agua hasta que se encuentre a mitad de camino entre los modos filtrada y no filtrada. Esto liberará la presión y permitirá retirar la tapa frontal con facilidad para reemplazar el filtro.



## For Optimal Use, Care and Safety

Go to **purwater.com**  
to register your product and  
look for special offers.

- The faucet filter is not intended to purify water. Do not use with water that is microbiologically unsafe or of unknown quality without adequate disinfection before or after the system. Systems that are certified for cyst reduction may be used on disinfected water that may contain filterable cysts. Individuals requiring water of specific microbiological purity should consult their physician.
- Do not use with water above 100°F/38°C as this may damage the filter. Use with cold water only.
- After each new filter cartridge is installed, run the water 5 minutes to flush it. Then, prior to each use, run water through the filter for 5 seconds to activate the filter.
- Clean the exterior of the faucet filter housing with a damp sponge or soft cloth. A mild dishwashing liquid may be used. Using anything else to clean your faucet mount could result in damage to the unit.

For Technical Specifications and Performance Data Summary, please see insert.

ENGLISH

## One Year Warranty

PÜR (Warrantor), warrants your PÜR Faucet Mount Water Filter unit (FM-7500, FM-7600, FM-9100, FM-9300, FM-9400, FM-9500, FM-9600, FM-9700, FM-9800, FM-9900) for one (1) year from the date of purchase (except for the filter cartridge which is warranted for 30 days) against all defects in materials and workmanship, when used in compliance with the Use and Care Manual.

If the product proves to be defective within one year from the date of purchase, call 1-800-787-5463. The warrantor assumes no responsibility for incidental or consequential damages; for damages arising out of misuse of the product or the use of any unauthorized attachment; or for damages resulting from the use of the product with a defective water faucet. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may have other legal rights which vary from state to state.

Should service be required or you have any questions regarding how to use your PÜR Product, please call PÜR Consumer Relations at 1-800-787-5463, or US Consumers visit our website at [www.purwater.com](http://www.purwater.com).

Complete warranty registration at [www.purwater.com](http://www.purwater.com)

## Para seguridad, cuidado y uso óptimos

Ingrese a **purwater.com**  
para registrar su producto y  
buscar ofertas especiales.

- La unidad de filtro para grifo no ha sido diseñada para purificar el agua. No la use con agua cuya seguridad microbiológica no haya sido constatada o cuya calidad sea desconocida sin una adecuada desinfección previa y posterior del sistema de filtrado. Los sistemas certificados para la reducción de quistes se pueden usar para agua desinfectada que pueda contener quistes filtrables. Las personas que requieran consumir agua de una pureza microbiológica específica deberán consultar a su médico.
- No la use con agua que sobrepase los 100°F/38°C de temperatura, ya que ello podría dañar el filtro. Úsela sólo con agua fría.
- Después de la instalación de cada nuevo cartucho filtrante, deje correr el agua durante 5 minutos para lavarlo. Luego, antes de cada uso, haga correr agua a través del filtro durante 5 segundos para activar el filtro.
- Limpie el exterior de la cubierta del filtro del grifo con una esponja húmeda o paño suave. Puede usar un líquido lavavajillas suave. Si usa cualquier otro producto para limpiar la unidad de montaje para grifo podría dañarla.

Para ver las Especificaciones técnicas y el Resumen de datos de desempeño, consulte el pliego adjunto.

ESPAÑOL

## Garantía por un año

PÜR (el Garante) garantiza su Unidad de montaje para grifo PÜR para filtrar agua (FM-7500, FM-7600, FM-9100, FM-9300, FM-9400, FM-9500, FM-9600, FM-9700, FM-9800, FM-9900) por un (1) año a partir de la fecha de compra (con excepción del cartucho filtrante, que tiene una garantía de 30 días) contra todo defecto de materiales y mano de obra, cuando la unidad se usa conforme al Manual del propietario.

Si se evidencian defectos en el producto dentro de un año a partir de la fecha de compra, llame al 1-800-787-5463. El garante no asume ninguna responsabilidad por daños incidentales o consecuenciales; por daños que surjan del uso inapropiado del producto o del uso de cualquier accesorio no autorizado; o por los daños que se originen al usar el producto con un grifo de agua defectuoso. Algunos estados no permiten la exclusión o la limitación de daños incidentales o consecuenciales; por lo tanto, es posible que la limitación o exclusión anterior no se aplique en su caso.

Esta garantía le confiere derechos legales específicos y es posible que usted posea otros derechos legales que varíen de un estado a otro.

En caso de necesitar servicio o tener preguntas concernientes al uso de su producto PÜR, comuníquese con el Departamento de Servicio al Consumidor de PÜR llamando al 1-800-787-5463 o, si reside en los EE.UU., visite nuestro sitio Web en [www.purwater.com](http://www.purwater.com).

Complete el registro de la garantía en [www.purwater.com](http://www.purwater.com).

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