

Michael Freund SBN 99687  
Law Office of Michael Freund  
1915 Addison Street  
Berkeley, CA 94704  
Telephone: (510) 540-1992  
Facsimile: (510) 540-5543

Attorney for Plaintiff  
David Steinman

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

DAVID STEINMAN,

Case No. CGC-11-508757

Plaintiff

**[PROPOSED] CONSENT JUDGMENT**

v.

THE PROCTER AND GAMBLE  
DISTRIBUTING LLC and DOES 1-100

Defendants..

**I. INTRODUCTION**

1.1 On or about August 31, 2010, Plaintiff David Steinman (“Plaintiff”) as a private attorney general and in the public interest filed a Complaint for Injunctive and Declaratory Relief and Civil Penalties against Defendant The Procter & Gamble Distributing LLC (“Procter & Gamble”). The Complaint alleges that Procter & Gamble violated Health and Safety Code section 25249.6 of the Safe Drinking Water and Toxic Enforcement Act of 1986 (also known as “Proposition 65,”) through the sale of the hair care product under the name Pantene Pro V Nature Fusion Shampoo (“Covered Product”) by failing to provide a clear and reasonable warning.

1.2 The Complaint is based on allegations contained in a Notice of Violation dated August 31, 2010 served on the California Attorney General, other public enforcers and Procter & Gamble. A true and correct copy of the Notices of Violation is attached hereto as Exhibit A.

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

1.4 Defendant Procter & Gamble is a business entity that employs ten or more persons in the course of doing business for purposes of Proposition 65.

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

1.6 Procter & Gamble denies the material factual and legal allegations contained in Plaintiff's August 31, 2010 Notice of Violation and Complaint and maintains that the Covered Product that Procter & Gamble has manufactured, distributed or offered for sale or use in California have been and are in compliance with all laws, including Proposition 65. Nothing in this Consent Judgment shall be construed as an admission by Procter & Gamble of any fact, issue of law or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by Procter & Gamble of any fact, issue of law or violation of law, at any time, for any purpose. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy or defense that Procter & Gamble may have in any other or further legal proceedings. Nothing in this Consent Judgment or any document referred to herein, shall be construed as giving rise to any presumption or inference of admission or concession by Procter & Gamble as to any fault, wrongdoing or liability whatsoever.

## **II. JURISDICTION AND VENUE**

2.1 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the subject matter of this action and personal jurisdiction over the allegations of violation contained in the Notice of Violation and Complaint and personal jurisdiction over the Parties as to the facts alleged in the Complaint, that venue is proper in this Court, and that this Court has jurisdiction to enter a Consent Judgment pursuant to the terms set forth herein.

## **III. INJUNCTIVE RELIEF -REFORMULATION AND TESTING**

### **3.1 Reformulation of Covered Products**

3.1.1 As of January 1, 2011, Procter & Gamble shall not manufacture for sale in California and for sale to a third party for retail sale in California any Covered Product that contains more than 10 ppm of 1,4-dioxane, allowing for normal analytical variability as defined by the quality control methodology set forth in Exhibit B. To the extent Procter & Gamble is in compliance with the obligations imposed by Sections 3.2 and 3.3 of this Consent Judgment, no Proposition 65 warning shall be required, except as specified therein.

### **3.2 Clear and Reasonable Warning**

3.2.1 In the event that Procter & Gamble obtains information, through a source other than the testing set out in section 3.3 of this Consent Judgment, that one or more lots of Covered Products manufactured after January 1, 2011, for sale in California or for distribution to a third party for retail sale in California contains more than 10 ppm of 1, 4-dioxane, Procter & Gamble shall have thirty (30) days after receipt of the data, product specifications including product lot code information, and analysis substantiating such levels in which to verify such information. Hereinafter, this date shall be referred to as the “verification date.” If the information is demonstrated to be accurate, through testing following the protocol specified in Exhibit B,

Procter & Gamble shall take steps to ensure that further production lots of the Covered Product contain no more than 10 ppm of 1, 4-dioxane, allowing for normal analytical variability as defined by the quality control methodology set forth in Exhibit B. If Procter & Gamble cannot, within ninety (90) days of the verification date, ensure that the Covered Product contains no more than 10 ppm of 1,4-dioxane, allowing for normal analytical variability as defined by the quality control methodology set forth in Exhibit B, then within 120 days of the verification date, Procter & Gamble may elect either to discontinue the distribution for sale in California of that specific product or to provide a clear and reasonable warning on any such lots in Procter & Gamble's possession which are intended for sale within California with the following language: **“WARNING: This product contains a chemical known to the State of California to cause cancer.”**

In the event that this warning is required, the warning shall be prominently affixed to or printed on the container, cap, label or unit package of the Covered Product so as to be clearly conspicuous, as compared with other statements or designs on the label as to render it likely to be read and understood by an ordinary purchaser or user of the product.

### 3.3 Testing

3.3.1 Commencing no later than thirty (30) days after the Notice of Entry of Judgment is served on Procter & Gamble, the company shall undertake testing of the Covered Product. Procter & Gamble shall, on a quarterly basis, randomly select at least three (3) samples of the Covered Products for testing to confirm that the Covered Product conforms to the reformulation standard set out in section 3.1. If any sample yields a test result of greater than 10 ppm of 1,4-dioxane, then Procter & Gamble will retest the same product in duplicate to determine the impact of normal analytical variability, and Procter & Gamble will also test two (2) additional

random samples of that specific Covered Product. Procter & Gamble shall perform all testing pursuant to this Consent Judgment using the protocol set out in Exhibit B to this document.

Procter & Gamble shall be required to conduct no further testing of the Covered Product as long as that product meets the reformulation standard set out in section 3.1.1 for four consecutive quarters.

3.3.2 If any Covered Product is found during the first four (4) consecutive quarters to not meet the reformulation standards set out in section 3.1, Procter & Gamble shall continue to test that specific Covered Product(s) for an additional four (4) consecutive quarters or until the specific Covered Product meets the reformulation standard set out in Section 3.1 for four (4) consecutive quarters, whichever occurs first.

If after eight (8) quarters of testing, any specific Covered Product fails to comply with the reformulation standard set out in section 3.1 for four (4) consecutive quarters, then Procter & Gamble shall, within sixty (60) days of the last test, provide the warning set out in section 3.2, above or discontinue distribution for sale in California of the Covered Product.

Procter & Gamble shall retain copies of its test data obtained pursuant to sections 3.3.1 and 3.3.2 for a period of three years from the date testing commenced and shall provide all test data to David Steinman upon written request and consummation of a satisfactory confidentiality agreement that permits enforcement of this Consent Judgment and protects the information shared from non-mandatory public disclosure.

#### **IV. PAYMENT**

In full and final satisfaction of David Steinman's costs of litigation, attorney's fees and all other expenses, Procter & Gamble shall make a total payment of \$50,000.00, payable within

fifteen (15) business days of receiving the Notice of Entry of Consent Judgment. Said payments shall be for the following:

A. \$7,500.00 as civil penalties payable to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and \$2,500.00 payable to Freedom Press pursuant to Health & Safety Code Section 25249.12. Upon receiving Procter & Gamble’s civil penalty, plaintiff’s counsel shall provide Procter & Gamble with a copy of the transmittal letter of the funds sent by Freedom Press to OEHHA.

B. \$ 32,050.00 payable to Freedom Press which includes:

- i) activities directly related to the investigation and research of consumer products in the marketplace that may contain Proposition 65 listed chemicals, the purchasing, organizing and storage of these products, the testing of those products for 1,4-dioxane, formaldehyde, lead and other toxic chemicals, research into alternatives to the use of toxic chemicals and the promotion of those alternatives, the enforcement of Proposition 65 and post settlement activities including organization expenses for press conferences, travel, and post-event activities; and
- ii) reimbursement of out of pocket expenses of \$282.00 . The Tax Identification No. for Freedom Press is 95-4736088.

C. \$ 7,950.00 payable to Michael Freund as reimbursement of David Steinman’s attorney’s fees in the amount of \$7,500.00 and for reimbursement of costs in the amount of \$450.00. Procter & Gamble’s payments shall be mailed to the Law Office of Michael Freund.

**V. RELEASE AND CLAIMS COVERED**

This Consent Judgment entered by the Court is a final and binding resolution between and among, David Steinman, his past or current agents, representatives, employees, attorneys, successors and assigns, acting on behalf of the general public and the public interest pursuant to

California Health and Safety Code section 25249.7(d), and Procter & Gamble, and each of its parents, subsidiaries, affiliates, divisions, subdivisions, distributors, wholesalers, customers, officers, directors, shareholders, employees, agents, attorneys, successors and assigns, of any and all claims, known or unknown, that have been or could have been asserted by David Steinman against Procter & Gamble in the Complaint in regard to the Covered Product, up to and including the date of entry of Consent Judgment arising from the presence of 1,4-dioxane in the Covered Product. Except for such rights and obligations as have been created under this Consent Judgment, Plaintiff David Steinman, on his own behalf and on behalf of his past or current agents, representatives, employees, attorneys, successors and assigns, and in bringing an action “in the public interest” pursuant to California Health and Safety Code Section 25249.7 (d) with respect to the matters alleged in the this lawsuit, does hereby fully, completely, finally and forever release, relinquish and discharge Procter & Gamble and its respective parents, subsidiaries, affiliates, divisions, subdivisions, officers, directors, shareholders, employees, agents, attorneys, suppliers ,manufacturers, distributors, retailers, successors and assigns (“released parties”) from any and all claims, actions, causes of action, demands, rights, debts, agreements, promises, liabilities, damages, accountings, costs and expenses, whether known or unknown, suspected or unsuspected, of every nature whatsoever, including Proposition 65 claims, which Plaintiff David Steinman has or may have against the said released parties, arising directly or indirectly out of any fact or circumstance occurring prior to the date upon which the Consent Judgment becomes final, relating to the Covered Product as identified in the Notice of Violation dated August 31, 2010, and the filed Complaint.

It is the intention of the Parties to this release that, upon entry of this Consent Judgment by the Court, this Consent Judgment shall be effective as a full and final accord and satisfaction and

Release of every released claim up to and including the date of entry of the Consent Judgment. In furtherance of this intention, Plaintiff acknowledges that he is familiar with California Civil Code section 1542, which provides as follows:

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

David Steinman, on his own behalf and on behalf of his past or current agents, representatives, employees, attorneys, successors and assigns, hereby waives and relinquishes all of the rights and benefits that Plaintiff has, or may have, under California Civil Code section 1542 (as well as any similar rights and benefits which they may have by virtue of any similar statute or rule of law in any other state or territory of the United States). David Steinman hereby acknowledges that he may hereafter discover facts in addition to, or different from, those which he now knows or believes to be true with respect to the subject matter of this Consent Judgment and the Consent Judgment entered by the Court and the released claims, but that notwithstanding the foregoing, it is David Steinman's intention hereby to fully, finally, completely and forever settle and release each, every and all released claims, and that in furtherance of such intention, the release herein given shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts. David Steinman hereby warrants and represents to Procter & Gamble that (a) he has not previously



assigned any released claim, and (b) he has the right, ability and power to release each released claim.

#### **VI. CONTINUING OBLIGATIONS**

Nothing herein shall be construed as diminishing Procter & Gamble's continuing obligations to comply with Proposition 65. Further, in the event of any allegation of failure to comply, both parties shall use best efforts to resolve such differences prior to seeking judicial intervention.

#### **VII. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

#### **VIII. ENFORCEMENT OF CONSENT JUDGMENT**

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

#### **IX. APPLICATION OF CONSENT JUDGMENT**

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

**X. MODIFICATION OF CONSENT JUDGMENT**

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

**XI. RETENTION OF JURISDICTION**

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

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

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

**XIII. COURT APPROVAL**

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

**XIV. EXECUTION IN COUNTERPARTS**

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

**XV. NOTICES**

All notices required to be given to either Party to this Consent Judgment by the other shall be sent, via either (a) first-class, registered, certified mail, return receipt requested, (ii) overnight courier, or (iii) personal messenger to the following agents:

**FOR DAVID STEINMAN:**

David Steinman  
120 N. Topanga Canyon, Suite 107,  
Topanga, CA 90290

Michael Bruce Freund  
Law Offices of Michael Freund  
1915 Addison Street Berkeley, CA 94704  
Telephone: (510) 540-1992  
Facsimile: (510) 540-5543

**FOR THE PROCTER & GAMBLE LLC:  
TBA**

Carolyn Collins  
NIXON PEABODY LLP  
One Embarcadero Center, 18th Floor  
San Francisco, CA 94111-3600  
Telephone: (415) 984-8200  
Facsimile: (415) 984-9300

**XVI. REPORTING REQUIREMENTS**

David Steinman agrees to comply with the reporting form requirements referenced in California Health & Safety Code §25249.7(f).

**XVII. GOVERNING LAW**

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

**XVIII. DRAFTING**

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

**XIX. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

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

**XX. ENTIRE AGREEMENT**

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

**XXI. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF CONSENT JUDGMENT**

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

- (1) Find that the terms and provisions of this Consent Judgment represent a fair and

equitable settlement of all matters raised by the allegations of the Complaint, that the matter has been diligently prosecuted, and that the public interest is served by such settlement; and

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

**IT IS SO STIPULATED: THE PROCTER & GAMBLE DISTRIBUTING LLC**

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
E.J. Wunsch  
The Procter & Gamble Distributing LLC  
Vice President and Secretary

Dated: 2/9/11, 2011

\_\_\_\_\_  
David Steinman

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2011

NIXON PEABODY LLP

\_\_\_\_\_  
Carolyn Collins  
Attorney for Defendant  
The Procter & Gamble Distributing LLC

Dated: \_\_\_\_\_, 2011

LAW OFFICE OF MICHAEL FREUND

\_\_\_\_\_  
Michael Freund  
Attorney for Plaintiff  
David Steinman

**IT IS SO ORDERED:**

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
JUDGE, SUPERIOR COURT

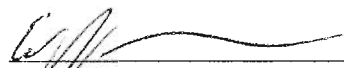
equitable settlement of all matters raised by the allegations of the Complaint, that the matter has been diligently prosecuted, and that the public interest is served by such settlement; and

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

**IT IS SO STIPULATED:**

**THE PROCTER & GAMBLE DISTRIBUTING LLC**

Dated: 2/24/11, 2011

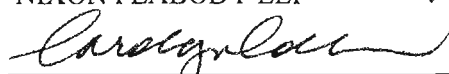
  
\_\_\_\_\_  
Ed Wunsch  
The Procter & Gamble Distributing LLC  
Vice President and Secretary

Dated: \_\_\_\_\_, 2011


\_\_\_\_\_  
David Steinman

**APPROVED AS TO FORM:**

Dated: 28 Feb, 2011

NIXON PEABODY LLP  
  
\_\_\_\_\_  
Carolyn Collins  
Attorney for Defendant  
The Procter & Gamble Distributing LLC

Dated: 3/1/11, 2011

LAW OFFICE OF MICHAEL FREUND  
  
\_\_\_\_\_  
Michael Freund  
Attorney for Plaintiff  
David Steinman

**IT IS SO ORDERED:**

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
JUDGE, SUPERIOR COURT

MICHAEL FREUND  
ATTORNEY AT LAW  
1915 ADDISON STREET  
BERKELEY, CALIFORNIA 94704-1101  
  
TEL 510/540-1992  
FAX 510/540-5543  
EMAIL FREUND1@AOL.COM

August 31, 2010

Re: Notice of Violation Against The Procter and Gamble Distributing LLC for Violation of California Health & Safety Code Section 25249.6

Dear Prosecutors:

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

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

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

Procter and Gamble Distributing LLC is exposing people to 1,4-dioxane from the following product: Pantene Pro V Nature Fusion Shampoo.

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

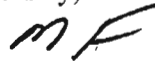
Proposition 65 requires that notice and intent to sue be given to a violator 60-days before the suit is filed. With this letter, David Steinman gives notice of the alleged violation to the noticed party and the appropriate governmental authorities. This notice covers all violations of Proposition 65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

EXHIBIT A

Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, and referenced as Appendix A, has been provided to the noticed party.

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

Sincerely,

A handwritten signature in black ink, consisting of the letters 'M' and 'F' in a stylized, cursive font.

Michael Freund

cc: David Steinman



## **CERTIFICATE OF MERIT**

### **Health and Safety Code Section 25249.7 (d)**

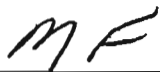
I, Michael Freund hereby declare:

1. This Certificate of Merit accompanies the attached Amended Notice of Violation in which it is alleged that the party identified in the Notice has violated Health and Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
2. I am the attorney for the noticing party David Steinman. Mr. Steinman is a committed environmentalist, journalist, consumer health advocate, publisher and author. The Notice of Violation alleges that the party identified has exposed persons in California to 1,4-dioxane from the specified consumer product. Please refer to the Notice of Violation for additional details regarding the alleged violations.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the alleged exposure to the listed chemical that is the subject of the action. In particular, I have consulted with the primary chemist who conducted the laboratory testing for 1,4-dioxane of this product and I have relied on the testing results. The testing was conducted by a reputable testing laboratory by experienced scientists. These facts, studies or other data derived through this investigation overwhelmingly demonstrate that the party identified in the Notice of Violation exposes persons to 1,4-dioxane through dermal contact. There may be additional exposures through inhalation and oral exposure.
4. Based on my consultation with an experienced scientist in this field, the results of laboratory testing, as well as the published studies on 1,4-dioxane, it is clear that there is sufficient evidence that human exposures exist from exposure to the product from the noticed party. Furthermore, as

a result of the above, I have concluded that there is a reasonable and meritorious case for the private action. I understand that “reasonable and meritorious case for the private action” means that the information provides a credible basis that all elements of the plaintiff’s case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.

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

Dated: August 31, 2010

  
\_\_\_\_\_  
Michael Freund  
Attorney for David Steinman

CERTIFICATE OF SERVICE

I am a citizen of the United States and a resident of the County of Alameda. I am over the age of eighteen years and not a party to the within entitled action; my business address is 1915 Addison Street, Berkeley, California 94704. On August 31, 2010 I served the within:

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

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

See Attached Service List

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

Executed on August 31, 2010 at Berkeley, California.



---

Michael Freund

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

District Attorney of Glenn County  
PO Box 430  
Willows, CA 95988

District Attorney of Marin County  
3501 Civic Center Dr., Room 130  
San Rafael, CA 94903

District Attorney of Colusa County  
547 Market Street  
Colusa, CA 95932

District Attorney of Kings County  
1400 West Lacey  
Hanford, CA 93239

District Attorney of Mono County  
PO Box 617  
Bridgeport, CA 93517

District Attorney of Contra Costa  
County  
27 Ferry Street  
Martinez, CA 94553

District Attorney of Lake County  
255 N. Forbes Street  
Lakeport, CA 95453

District Attorney of Mariposa County  
PO Box 730  
Mariposa, CA 95338

District Attorney of Alpine County  
PO Box 248  
Markleeville, CA 96120

District Attorney of Humboldt County  
825 5<sup>th</sup> Street  
Eureka, CA 95501

District Attorney of Monterey County  
230 Church Street, Bdg. 2  
Salinas, CA 93901

District Attorney of Del Norte County  
150 H Street, Ste 171  
Crescent City, CA 95531

District Attorney of Imperial County  
939 Main Street  
El Centro, CA 92243

District Attorney of Mendocino County  
PO Box 1000  
Ukiah, CA 95482

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

District Attorney of Lassen County  
220 S. Lassen St., Ste 8  
Susanville, CA 96130

District Attorney of Napa County  
931 Parkway Mall  
Napa, CA 94559

District Attorney of Butte County  
5 County Center Drive  
D Oroville, CA 95965

District Attorney of Inyo County  
PO Drawer D  
Independence, CA 93526

District Attorney of Merced County  
2222 "M" Street  
Merced, CA 95340

District Attorney of El Dorado County  
15 Main Street  
Placerville, CA 95667

District Attorney of Los Angeles County  
210 W. Temple Street, Room 345  
Los Angeles, CA 90012

District Attorney of Nevada County  
110 Union Street  
Nevada City, CA 95959-2503

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

District Attorney of Madera County  
209 West Yosemite Ave.  
Madera, CA 93637

District Attorney of Orange County  
401 Civic Center Drive West  
Santa Ana, CA 92701

District Attorney of Fresno County  
220 Tulare Street, # 1000  
Fresno, CA 93721

District Attorney of Kern County  
1215 Truxtun Ave.  
Bakersfield, CA 93301

District Attorney of Modoc County  
204 S. Court Street  
Alturas, CA 96101-4020

District Attorney of Placer County  
2501 North Lake Blvd.  
Tahoe City, CA 96145

District Attorney of San Mateo County  
400 County Ctr., 3<sup>rd</sup> Floor  
Redwood City, CA 94063

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

District Attorney of San Bernardino Cty  
316 N. Mountain View Ave.  
San Bernardino, CA 92415

District Attorney of Sierra County  
Courthouse, PO Box 457  
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## **EXHIBIT B**

### **PROTOCOL**

#### Summary of Method:

An aliquot of sample (~1 g) is accurately weighed into a vial with 5 mL water and one gram of sodium sulfate. Internal standard (5  $\mu\text{g}$  1,4-Dioxane-d8) is added. The vial is capped and heated at 95 °C for 60 minutes. A one mL aliquot of the headspace over the sample is analyzed by direct injection using the following GCMS conditions or equivalent.

#### GCMS Conditions

Instrument: Agilent 5973N

Column: 25 m x 0.20 mm HP-624, 1.12 micron film

Column Temp: 40 °C (hold 3 min) to 100 °C at 10 °C/min, then to 180 °C at 25 °C/min (hold 5 min)

Injector Temp: 220 °C

Mass Range: Selected ion monitoring: masses 43, 58 and 88 (dioxane); 64 and 96 (dioxane-d8); 1.72 cycles per second

#### Quality control shall include at a minimum

1. Calibration using a blank and 4 standards over the range of 0.5 to 10 micrograms of 1,4-dioxane with a regression fit R squared >0.995.
2. A method blank analyzed just prior to the samples must be free of 1,4-dioxane (<1 ppm)
3. Continuing calibration standards should be analyzed after every 10 or fewer samples, and the result must be within 10% of the initial calibration.
4. With each batch of 20 or fewer samples, one of the samples must be analyzed in duplicate and as a spiked sample. QC limits for duplicates which exceed 5 ppm is <25% relative percent difference. QC limits for spiked samples is 75-125% recovery when the amount spiked is greater than or equal to the background in the unspiked sample.