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CENTER FOR ENVIRONMENTAL HEALTH

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

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

13  
14 Plaintiff,

15 v.

16  
17 CRYSTAL QUEST MFG.; QUEST  
18 TECHNOLOGIES, INC.; RESINTECH,  
INC.; WATER FILTERS DIRECT LLC;  
19 WATER FILTERS LLC;  
WATERFILTERS.NET, LLC; WATTS  
20 PREMIER, INC.; WATTS WATER  
TECHNOLOGIES, INC.; and Defendant  
21 DOES 1 through 500, inclusive,

22  
23 Defendants.  
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CASE No. CIV 1104806

**[PROPOSED] CONSENT JUDGMENT  
AS TO QUEST TECHNOLOGIES, INC.  
dba CRYSTAL QUEST MFG.**

1       **1.     INTRODUCTION**

2           1.1     On September 28, 2011, plaintiff the Center for Environmental Health (hereinafter  
3       “CEH”), a non-profit corporation, filed a complaint in Marin County Superior Court entitled  
4       *Center for Environmental Health v. Crystal Quest Mfg, et al.*, for civil penalties and injunctive  
5       relief pursuant to the provisions of Cal. Health & Safety Code (“Health & Safety Code”)  
6       §25249.5, *et seq.* (“Proposition 65”) (the “Action”). CEH’s complaint (the “Complaint”) in the  
7       Action named Quest Technologies, Inc. and Crystal Quest Mfg as parties. Defendant Quest  
8       Technologies, Inc. dba Crystal Quest Mfg. (“Defendant”) answered the Complaint. CEH and  
9       Defendant are referred to collectively as the “Parties.”

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

18          1.3     On July 1, 2011, CEH served Defendant and the appropriate public enforcement  
19       agencies with the requisite 60-day notice (the “Notice”) alleging that Defendant is in violation of  
20       Proposition 65. CEH’s Notice and its Complaint allege that Defendant discharges and releases  
21       arsenic (inorganic arsenic compounds) and arsenic (inorganic oxides) (referred to collectively  
22       herein as “Arsenic”), chemicals known to the State of California to cause cancer and birth defects  
23       or other reproductive harm, into sources of drinking water through the sale and use of the  
24       Products, in violation of Cal. Health & Safety Code §25249.5. Defendant contends that there has  
25       been no violation of Proposition 65 or Health & Safety Code §25249.5.

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

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

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

25 **2. COMPLIANCE**

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

7           **2.1.1. Validation Testing.** After the Final Compliance Date, to ensure  
8 compliance with Section 2.1, and to validate the reliability of the Raw Material Testing conducted  
9 pursuant to Section 2.1.2, Defendant shall select two of its Products (the “Validation Products”)  
10 to be tested using the Test Protocol according to the criteria set forth below.

11                   **2.1.1.1. Products To Be Tested:** The Validation Products shall be  
12 selected according to the following criteria:

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

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

26                   **2.1.1.2. Frequency Of Testing:** Following the Final Compliance Date,  
27 Defendant shall conduct Validation Testing on a representative unit or units of each Validation  
28 Product in accordance with the Test Protocol and Section 2.1.1.1 at least one time per calendar

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

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

1 Products. The Parties shall meet and confer regarding the scope of any corrective action,  
2 including but not limited to corrective action to remedy violations regarding material indirect  
3 sales to California. If CEH disagrees with the sufficiency or timing of Defendant's proposed  
4 corrective action, or if the Parties are unable to agree as to what changes, if any, need to be made  
5 to the Raw Material Testing procedure, CEH may seek enforcement of this Consent Judgment in  
6 accordance with Section 5.

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

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

20           **2.2. Certification Of Level From Suppliers.** To the extent Defendant relies upon its  
21 suppliers to conduct any of the testing required by this Consent Judgment, Defendant shall obtain  
22 written certification with corresponding test results from its suppliers.

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

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

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

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9           3.       **SETTLEMENT PAYMENT**

10           3.1.    Defendant shall pay a total of \$36,000 as a settlement payment pursuant to the  
11 following schedule and allocation (each payment shall consist of three separate checks):

12           Payment Due		Civil Penalty	Payment in Lieu	Attorneys’
13           Date	Total Payment	Check Payable to	of Penalty Check	Fees and Costs
		CEH	to CEH	Check to LLG
14           10/15/12	\$9,000.00	\$1,167.75	\$1,749.75	\$6,082.50
15           11/15/12	\$9,000.00	\$1,167.75	\$1,749.75	\$6,082.50
16           12/15/12	\$9,000.00	\$1,167.75	\$1,749.75	\$6,082.50
17           1/15/13	\$9,000.00	\$1,167.75	\$1,749.75	\$6,082.50

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19           3.2.    The payment required under this Section shall be delivered to the offices of  
20 Lexington Law Group. Any failure by Defendant to comply with the payment terms herein shall  
21 be subject to a stipulated late fee in the amount of \$100 for each day after the delivery date the  
22 payment is received. The late fees required under this Section shall be recoverable, together with  
23 reasonable attorneys’ fees, in an enforcement proceeding brought pursuant to Section 5 of this  
24 Consent Judgment. The funds paid by Defendant shall be made payable and distributed as  
25 follows:

26                   3.2.1. Penalty: Defendant’s civil penalty payments shall be made by check  
27 payable to the Center For Environmental Health as a penalty pursuant to Health & Safety Code  
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1 §25249.7(b). CEH shall apportion the penalties in accordance with Health & Safety Code  
2 §25249.12.

3 3.2.2. Monetary Payment In Lieu Of Penalty: Defendant's monetary payment in  
4 lieu of penalty payments shall be made by check payable to the Center For Environmental Health  
5 as payment to CEH in lieu of civil penalty pursuant to Health & Safety Code §25249.7(b), and  
6 California Code of Regulations, title 11, §3203(b). CEH will use such funds to continue its work  
7 educating and protecting people from exposures to toxic chemicals, including heavy metals. In  
8 addition, as part of its Community Environmental Action and Justice Fund, CEH will use four  
9 percent of such funds to award grants to grassroots environmental justice groups working to  
10 educate and protect people from exposures to toxic chemicals. The method of selection of such  
11 groups can be found at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund).

12 3.2.3. Attorneys' Fees And Costs: Defendant's attorneys' fees and cost payments  
13 shall be made by check payable to the Lexington Law Group as reimbursement of a portion of  
14 CEH's reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a  
15 result of investigating, bringing this matter to Defendant's attention, litigating and negotiating a  
16 settlement in the public interest.

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

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

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

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

10 **6. APPLICATION OF CONSENT JUDGMENT**

11 6.1. This Consent Judgment shall apply to and be binding upon the Parties hereto, their  
12 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

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14 **7. RELEASE**

15 7.1. This Consent Judgment is a full, final and binding resolution among:

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

26 of any violation of Proposition 65 that was or could have been asserted in the Complaint against  
27 Defendant, Defendant Releasees or Downstream Entities based on alleged failure to warn about  
28 exposure to Arsenic contained in the Products and Components, as well as any alleged discharge

1 of Arsenic into a source of drinking water from the Products and Components, with respect to any  
2 Products and Components manufactured, distributed or sold by Defendant on or prior to the Final  
3 Compliance Date (hereinafter “Released Products”). For purposes of this Section 7,  
4 “Components” means activated carbon-containing elements incorporated into Products with water  
5 to carbon ratios greater than or equal to the Validation Product selected pursuant to Section  
6 2.1.1.1(a) with the lowest water to carbon ratio.

7 7.2. CEH, acting for itself and in the public interest pursuant to Health & Safety Code  
8 §25249.7(d), hereby releases, waives and forever discharges any and all claims for violations of  
9 Proposition 65 against Defendant, Defendant Releasees and Downstream Entities based on  
10 alleged failure to warn about exposure to Arsenic contained in any Released Products, as well as  
11 any alleged discharge of Arsenic into a source of drinking water from any Released Products.

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

20 **8. GOVERNING LAW**

21 8.1. The terms of this Consent Judgment shall be governed by the laws of the State of  
22 California.

23 **9. RETENTION OF JURISDICTION**

24 9.1. This Court shall retain jurisdiction of this matter to implement this Consent  
25 Judgment.  
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1     **10.    PROVISION OF NOTICE**

2           10.1.   All notices required pursuant to this Consent Judgment and correspondence shall  
3 be sent to the person identified for each party in the attached Exhibit B.

4     **11.    COURT APPROVAL**

5           11.1.   If this Consent Judgment is not approved by the Court by December 31, 2012, it  
6 shall be of no further force or effect and shall not be introduced as evidence or otherwise used in  
7 any proceeding for any purpose. The Parties agree to mutually employ their best efforts to seek  
8 approval of the Consent Judgment by the Court in a timely manner.

9     **12.    AUTHORIZATION**

10          12.1.   Each signatory to this Consent Judgment certifies that he or she is fully authorized  
11 by the party he or she represents to stipulate to this Consent Judgment and to enter into and  
12 execute the Consent Judgment on behalf of the party represented and legally bind that party. The  
13 undersigned have read, understand and agree to all of the terms and conditions of this Consent  
14 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

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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AGREED TO:

CENTER FOR ENVIRONMENTAL HEALTH



Dated: 8/8/12

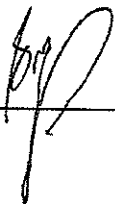
CHARLIE PIZZANO

Printed Name

ASSOCIATE DIRECTOR

Title

QUEST TECHNOLOGIES, INC. dba CRYSTAL  
QUEST MFG.



Dated: AUGUST 8, 2012

MIKE SIGARI

Printed Name

PRESIDENT

Title

**JUDGMENT**

Based upon the stipulated Consent Judgment between CEH and Quest Technologies, Inc. dba Crystal Quest Mfg., 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 503 Divisadero Street San Francisco, CA 94117
<b>DEFENDANT:</b>	Quest Technologies, Inc. dba Crystal Quest Mfg.
<i>Notice to :</i>	Bruce Nye Adams Nye Becht LLP 222 Kearny Street, Seventh Floor San Francisco, CA 94108-4521