

1 LEXINGTON LAW GROUP
ERIC S. SOMERS, STATE BAR NO. 139050
2 HOWARD HIRSCH, STATE BAR NO. 213209
LISA BURGER, STATE BAR NO. 239676
3 503 Divisadero Street
San Francisco, CA 94117
4 *Telephone:* (415) 913-7800
Facsimile: (415) 759-4112
5 esomers@lexlawgroup.com
hhirsch@lexlawgroup.com
6 lburger@lexlawgroup.com

7 Attorneys for Plaintiff
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 WATER FILTERS LLC**

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 §25249.5, *et seq.* (“Proposition
6 65”) (the “Action”). CEH’s complaint in the Action (the “Complaint”) named Water Filters LLC
7 (“Defendant”) as a party.

8 1.2 The Complaint also names Water Filters Direct LLC and WaterFilters.net as
9 parties. Defendant represents and warrants that Water Filters Direct LLC and WaterFilters.net are
10 assumed names of Defendant and are not separate legal entities. Based on such representation,
11 CEH has agreed to dismiss Water Filters Direct LLC and WaterFilters.net from the Action
12 without prejudice and Defendant agrees to waive any costs.

13 1.3 Defendant is a corporation that employs more than 10 persons and that distributes
14 and/or sells residential and commercial point of entry and point of use drinking water filtration
15 systems utilizing activated carbon filters. Arsenic is alleged to be present in the activated carbon
16 used in the filters and replacement filters used in drinking water filtration systems sold by
17 Defendant. Defendant is a retailer that does not independently manufacture any water filter
18 products, thus certain injunctive relief that is in other consent judgments entered in this and
19 related cases against other defendants such as raw material and validation testing are not included
20 in this Consent Judgment. This Consent Judgment resolves CEH’s claims against Defendant, as
21 described further herein, with respect to drinking water filtration systems utilizing activated
22 carbon filters and replacement filters used in such systems (the “Products”). “Private Label
23 Products” are defined in this Consent Judgment as those Products that bear a brand or trademark
24 that is owned or licensed for use by Defendant. A list of the Private Label Products currently
25 offered for sale by Defendant is attached hereto as Exhibit A.

26 1.4 On July 1, 2011, CEH served Defendant and the appropriate public enforcement
27 agencies with the requisite 60-day notice (the “Notice”) alleging that Defendant is in violation of
28 Proposition 65. CEH’s Notice and its Complaint allege that Defendant discharges and releases

1 arsenic (inorganic arsenic compounds) and arsenic (inorganic oxides) (referred to collectively
2 herein as “Arsenic”), chemicals known to the State of California to cause cancer and birth defects
3 or other reproductive harm, into sources of drinking water through the sale and use of the
4 Products, in violation of Health & Safety Code §25249.5. Defendant contends that there has been
5 no violation of Proposition 65 or Health & Safety Code §25249.5.

6 1.5 CEH’s Notice and its Complaint also allege that Defendant did not provide a clear
7 and reasonable warning to purchasers of the Products regarding the carcinogenicity and
8 reproductive toxicity of Arsenic, in violation of Health & Safety Code §25249.6. Defendant
9 contends that there has been no violation of Health & Safety Code §25249.6.

10 1.6 For purposes of this Consent Judgment only, the Parties stipulate that this Court
11 has jurisdiction over the allegations of violations contained in CEH’s Complaint and personal
12 jurisdiction over Defendant as to the acts alleged in CEH’s Complaint, that venue is proper in the
13 County of Marin, and that this Court has jurisdiction to enter this Consent Judgment as a full and
14 final resolution of all claims which were or could have been raised in the Complaint against
15 Defendant based on the facts alleged therein.

16 1.7 For the purposes of resolving this dispute by compromise and avoiding prolonged
17 litigation, CEH and Defendant enter into this Consent Judgment as a full and final settlement of
18 all claims that were raised in the Notice and Complaint, or which could have been raised in the
19 Complaint, arising out of the facts or conduct alleged therein. By execution of this Consent
20 Judgment and agreeing to provide the relief and remedies specified herein, Defendant does not
21 admit any issue of fact or law, including but not limited to any violations of Proposition 65 or any
22 other law or legal duty, and in fact deny that any violations whatsoever have occurred. By
23 execution of this Consent Judgment and agreeing to the injunctive relief set forth herein, CEH
24 does not admit any issue of fact or law. Nothing in this Consent Judgment shall prejudice, waive
25 or impair any right, remedy, argument or defense the Parties may have in this or any other or
26 future legal proceedings. This Consent Judgment is the product of negotiation and is accepted by
27 the Parties for purposes of settling and resolving issues disputed in this Action, including future
28 compliance by Defendant with Section 2 of this Consent Judgment, and shall not be used for any

1 other purpose, or in any other matter. Nothing in this Consent Judgment shall prohibit CEH from
2 seeking, or the Court from ordering, different injunctive or other relief from entities that are not
3 party to this Consent Judgment.

4 **2. COMPLIANCE**

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

13 **2.2. Specification Compliance Date.** No more than ten days after the Effective Date,
14 Defendant shall provide notice regarding the Arsenic Reformulation requirement set forth in 2.1
15 hereof to each of its suppliers of the Products and shall instruct each such supplier to provide
16 Products that comply with such Arsenic Reformulation standard on a nationwide basis. The
17 notice set forth in this Section shall inform the suppliers that arsenic is variable and request that
18 each supplier perform Raw Material Testing pursuant to the test protocol described in Exhibit B
19 attached hereto as well as end of product validation testing using the Test Protocol to ensure
20 compliance with Proposition 65 and the Arsenic Reformulation standard. Defendant shall
21 maintain records of correspondence to and from suppliers regarding this matter and shall within
22 forty-five days of the Effective Date provide a certification to Plaintiff regarding compliance with
23 this Section 2.2. In the event of any good faith dispute regarding compliance with this Section
24 2.2, Defendant shall make relevant documentation regarding compliance with this Section 2.2
25 available to CEH.
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1 **3. ENFORCEMENT OF CONSENT JUDGMENT**

2 3.1. Any Party may, after meeting and conferring, by motion or application for an order
3 to show cause before this Court, enforce the terms and conditions contained in this Consent
4 Judgment. Enforcement of the terms and conditions of Sections 2.1 of this Consent Judgment
5 shall be brought exclusively pursuant to Sections 3.2.

6 3.2. If Defendant learns from receiving CEH's or any other person or entity's
7 laboratory report from a qualified test laboratory showing test results that Defendant has
8 manufactured, distributed, shipped or sold any Product or caused the manufacture, distribution,
9 shipment or sale of any Products that are in violation of Paragraph 2.1 above ("Test Results"), it
10 shall be required to do the following within ten days of first learning of the violation:

11 3.2.1. Notify CEH of the violation (unless CEH has notified Defendant) and
12 provide CEH with Test Results and all other documents related to the violation including
13 identification of models and lot numbers of Products subject to the violation;

14 3.2.2. Stop selling Products from the same SKU and lot and pull such Products
15 from all retail channels;

16 3.2.3. If the Product(s) that were the subject of the violation are Private Label
17 Products, notify any California customers who have purchased Products bearing the same SKU
18 and/or lot of Products that the Products may leach excess quantities of arsenic into drinking
19 water, and agree to exchange the Products for a replacement of equivalent or greater value at no
20 cost to the customers;

21 3.2.4. Notify the supplier of such Products of the violation and provide the
22 supplier with Test Results and all other documents related to the violation including identification
23 of models and lot numbers of Products subject to the violation;

24 3.2.5. Provide CEH with all known identification and contact information for the
25 supplier of the violating Product and related documents regarding the purchase of the Products
26 from the supplier; and

27 3.2.6. If the Product(s) that were the subject of the violation are Private Label
28 Products, pay to CEH \$2,500 to reimburse CEH for post-judgment enforcement expenses. If the

1 Product(s) that were the subject of the violation are not Private Label Products, no payment shall
2 be required. For purposes of this provision, manufacture, distribution, sale or shipment to
3 customers, retailers or distributors, or causing the manufacture, distribution, sale or shipment to
4 customers, retailers or distributors, of one or more Products from the same lot that fail to comply
5 with the requirements of this Consent Judgment constitutes one violation.
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7 3.2.7. If CEH presents Test Results to a Defendant that CEH contends constitute
8 evidence that Defendant has manufactured, distributed, sold, or shipped to any customer, retailer
9 or distributor any Product, or caused the manufacture, distribution, sale or shipment to any
10 customer, retailer or distributor of any Product that is in violation of Paragraph 2.1 above, CEH
11 shall forthwith provide Defendant a testable sample of the material CEH has tested that it
12 contends supports its contention. Such sample shall be taken from a place as close in proximity
13 as possible to the location of the sample tested by CEH. If Defendant engages the services of a
14 qualified laboratory that tests the split sample and finds no violation, or if Defendant is in
15 possession of other evidence that supports a good faith belief that such Product is not in violation,
16 then Defendant may within 15 days send CEH a Notice contesting the violation and in the interim
17 need not stop selling such Products. However, in such circumstance, Defendant shall provide
18 CEH and the supplier of the Product with all Test Results and other evidence supporting
19 Defendant's contention that it is not in violation. The parties shall then resolve the dispute
20 pursuant to Section 3.2.8 hereof.
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22 3.2.8. If there is any dispute regarding enforcement of Section 2.1 via the
23 mechanism set forth in Section 3.2 of this Consent Judgment, prior to bringing any motion or
24 application to enforce the requirements of Section 2 above, CEH shall provide Defendant with a
25 Notice of Violation and a copy of test results, if any, which purportedly support CEH's Notice of
26 Violation. The Parties shall then meet and confer regarding the basis for CEH's anticipated
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1 motion or application in an attempt to resolve it informally. Should such attempts at meeting and
2 conferring fail, CEH may, by motion or application for an order to show cause before the
3 Superior Court of the County of Marin, enforce the terms and conditions contained in this
4 Consent Judgment. Should CEH prevail on any motion or application to enforce a material
5 violation of this Consent Judgment under this Section, CEH shall be entitled to its reasonable
6 attorneys' fees and costs incurred as a result of such motion or application. Should Defendant
7 prevail on any motion or application under this Section, Defendant may be awarded their
8 reasonable attorneys' fees and costs as a result of such motion or application upon a finding by
9 the court that CEH's prosecution of the motion or application was not in good faith. This
10 Consent Judgment may only be enforced by Defendant, CEH and the California Attorney
11 General.
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14 **4. SETTLEMENT PAYMENT**

15 4.1. Within five days after Entry of this Consent Judgment, Defendant shall pay
16 \$50,000 as a settlement payment. The payment required under this Section shall be delivered to
17 the offices of Lexington Law Group. Any failure by Defendant to comply with the payment
18 terms herein shall be subject to a stipulated late fee in the amount of \$100 for each day after the
19 delivery date the payment is received. The late fees required under this Section shall be
20 recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought
21 pursuant to Section 5 of this Consent Judgment. CEH and the Lexington Law Group shall
22 provide completed W-9 forms to Defendant on request and Defendant may issue Form 1099s to
23 each of them but only in the amount of the respective payments set forth for each entity below.
24 The funds paid by Defendant shall be made payable and distributed as follows:

25 4.1.1. Penalty: \$6,530 of Defendant's payment shall be made by check payable
26 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 4.1.2. Monetary Payment In Lieu Of Penalty: \$9,800 of Defendant's payment
4 shall be made by check payable to the Center For Environmental Health as payment to CEH in
5 lieu of civil penalty pursuant to Health & Safety Code §25249.7(b), and California Code of
6 Regulations, title 11, §3203(b). CEH will use such funds to continue its work educating and
7 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
8 of its Community Environmental Action and Justice Fund, CEH will use four percent of such
9 funds to award grants to grassroots environmental justice groups working to educate and protect
10 people from exposures to toxic chemicals. The method of selection of such groups can be found
11 at the CEH web site at www.ceh.org/justicefund.

12 4.1.3. Attorneys' Fees And Costs: \$33,670 of Defendant's payment shall be
13 made by check payable to the Lexington Law Group as reimbursement of a portion of CEH's
14 reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of
15 investigating, bringing this matter to Defendant's attention, litigating and negotiating a settlement
16 in the public interest.

17 **5. MODIFICATION OF CONSENT JUDGMENT**

18 5.1. 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 **6. APPLICATION OF CONSENT JUDGMENT**

23 6.1. This Consent Judgment shall apply to and be binding upon the Parties hereto, their
24 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

25 **7. RELEASE**

26 7.1. This Consent Judgment is a full, final and binding resolution among:
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- 1 - CEH, acting in the public interest pursuant to Health & Safety Code
2 §25249.7(d);
- 3 - Defendant;
- 4 - Defendant's parents, subsidiaries, affiliates, directors, officers, employees,
5 agents, shareholders and their successors and assigns ("Defendant Releasees");
6 and
- 7 - Defendant's customers, distributors, wholesalers or retailers, or any other
8 person within Defendant's downstream chain of distribution which may in the
9 course of doing business use, maintain, distribute or sell Products and
10 Components which are manufactured, distributed or sold by Defendant
11 (including Products and Components which are privately labeled by persons
12 other than Defendant) (hereinafter "Downstream Entity," and collectively
13 "Downstream Entities"),

14 of any violation of Proposition 65 that was or could have been asserted in the Complaint against
15 Defendant, Defendant Releasees or Downstream Entities based on alleged failure to warn about
16 exposure to Arsenic contained in the Products, as well as any alleged discharge of Arsenic into a
17 source of drinking water from the Products, with respect to any Products manufactured,
18 distributed or sold by Defendant on or prior to the Final Compliance Date (hereinafter "Released
19 Products").

20 7.2. CEH, acting for itself and in the public interest pursuant to Health & Safety Code
21 §25249.7(d), hereby releases, waives and forever discharges any and all claims for violations of
22 Proposition 65 against Defendant, Defendant Releasees and Downstream Entities based on
23 alleged failure to warn about exposure to Arsenic contained in any Released Products, as well as
24 any alleged discharge of Arsenic into a source of drinking water from any Released Products.

25 7.3. Compliance with the terms of this Consent Judgment by Defendant shall constitute
26 compliance with Proposition 65 by Defendant, Defendant Releasees and Downstream Entities
27 with respect to any alleged failure to warn about exposure to Arsenic contained in the Products
28 and Components as well as any alleged discharge of Arsenic into a source of drinking water from
such Products and Components, with respect to any Products and Components manufactured,
distributed or sold by Defendant (including such Products and Components privately labeled by

1 Downstream Entities). Nothing in this Section 7 shall be deemed to limit or affect the obligations
2 of any Party created under this Consent Judgment.

3 **8. GOVERNING LAW**

4 8.1. The terms of this Consent Judgment shall be governed by the laws of the State of
5 California.

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7 **9. RETENTION OF JURISDICTION**

8 9.1. This Court shall retain jurisdiction of this matter to implement this Consent
9 Judgment.

10 **10. PROVISION OF NOTICE**

11 10.1. All notices required pursuant to this Consent Judgment and correspondence shall
12 be sent to the person identified for each party below:

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PLAINTIFF:	Center for Environmental Health
<i>Notice to :</i>	Eric S. Somers Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
DEFENDANT:	Water Filters LLC
<i>Notice to :</i>	Bruce Nye Adams Nye Becht LLP 222 Kearny Street, Seventh Floor San Francisco, CA 94108-4521

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23 **11. COURT APPROVAL**

24 11.1. If this Consent Judgment is not approved by the Court by December 31, 2012, it
25 shall be of no further force or effect and shall not be introduced as evidence or otherwise used in
26 any proceeding for any purpose. The Parties agree to mutually employ their best efforts to seek
27 approval of the Consent Judgment by the Court in a timely manner.

1 12. AUTHORIZATION

2 12.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized
3 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
4 execute the Consent Judgment on behalf of the party represented and legally bind that party. The
5 undersigned have read, understand and agree to all of the terms and conditions of this Consent
6 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

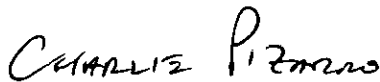
7 13. EXECUTION AND COUNTERPARTS

8 13.1 The stipulations to this Consent Judgment may be executed in counterparts and by
9 means of facsimile, which taken together shall be deemed to constitute one document.

10 AGREED TO:

11 CENTER FOR ENVIRONMENTAL HEALTH

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16 Printed Name

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19 Title

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21 WATER FILTERS LLC

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24
25
26 Printed Name

1 **12. AUTHORIZATION**

2 12.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized
3 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
4 execute the Consent Judgment on behalf of the party represented and legally bind that party. The
5 undersigned have read, understand and agree to all of the terms and conditions of this Consent
6 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

7
8 **13. EXECUTION AND COUNTERPARTS**

9 13.1 The stipulations to this Consent Judgment may be executed in counterparts and by
10 means of facsimile, which taken together shall be deemed to constitute one document.

11 **AGREED TO:**


12 **CENTER FOR ENVIRONMENTAL HEALTH**

13
14 _____

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16 _____
17 Printed Name

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20 Title

21 **WATER FILTERS LLC**

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25 **Preston Farrington**

26 _____
26 Printed Name

27 **CFO**
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JUDGMENT

Based upon the stipulated Consent Judgment between CEH and Water Filters LLC 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

LIST OF PRIVATE LABEL PRODUCTS

COMP-CBC-10	COMP-IC10-38Q
COMP-CBC-10BB	COMP-IC6-14C
COMP-CBC-20	COMP-IC6-14Q
COMP-CBC-20BB	COMP-IC6-38C
COMP-CK5721-P	COMP-IC6-38Q
COMP-EP10-10	COMP-N1043-SD
COMP-EP5-10	COMP-P-12
COMP-EP5-10BB	COMP-P-6-R
COMP-EP5-20	COMP-SC1216110
COMP-EP5-20BB	PRIVATE-LABEL-RWF1010
COMP-FFG1-PB	PRIVATE-LABEL-RWF1011
COMP-GAC-10	PRIVATE-LABEL-RWF1020
COMP-GAC-10BB	PRIVATE-LABEL-RWF1023
COMP-GAC-20	PRIVATE-LABEL-RWF1030
COMP-GAC-20BB	PRIVATE-LABEL-RWF1040
COMP-IC10-14C	PRIVATE-LABEL-RWF1041
COMP-IC10-14Q	PRIVATE-LABEL-RWF1050
COMP-IC10-38C	PRIVATE-LABEL-RWF1060

EXHIBIT B

Raw Material Sampling And Monitoring Protocol

1.1 Definitions

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

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

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

1.2 Sample Collection and Sampling Frequency

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

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

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

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

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

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

1.3 Selection of Raw Material Extraction Test Method

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

1.4 Column Test Method

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

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

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

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

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

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

1.5 Beaker Test Method

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

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

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

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

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

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

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

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

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

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

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

1.7 Test Results

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

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