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6 CENTER FOR ENVIRONMENTAL HEALTH

7  
8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF ALAMEDA  
10

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

14 Plaintiff,

15 v.

16 KATADYN NORTH AMERICA,  
17 INC., *et al.*,

18 Defendants.  
19

CASE NO. RG 13-695014

**[PROPOSED] CONSENT JUDGMENT**

1       **1.     INTRODUCTION**

2           1.1     On September 10, 2013, plaintiff Center for Environmental Health (hereinafter  
3       “CEH”), a non-profit corporation, filed a complaint in Alameda County Superior Court, entitled  
4       *Center for Environmental Health v. Katadyn North America, Inc., et al.*, for civil penalties and  
5       injunctive relief pursuant to the provisions of Cal. Health & Safety Code § 25249.5 *et seq.*  
6       (“Proposition 65”) (the “Action”). CEH’s Complaint named the entities listed on Exhibit B as  
7       defendants in the Action (the “Settling Defendants”). CEH and Settling Defendants are referred  
8       to as the “Parties.”

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

17          1.3     More than sixty days prior to filing the Action, CEH served each Settling  
18       Defendant and the appropriate public enforcement agencies with the requisite 60-day notice that  
19       each Settling Defendant is in violation of Proposition 65. CEH’s Notices and its Complaint  
20       allege that Settling Defendants discharge and release arsenic (inorganic arsenic compounds) and  
21       arsenic (inorganic oxides) (referred to collectively herein as “Arsenic”), chemicals known to the  
22       State of California to cause cancer and birth defects or other reproductive harm, into sources of  
23       drinking water through the sale and use of the Products, in violation of Cal. Health & Safety Code  
24       (“Health & Safety Code”) § 25249.5. Settling Defendants contend that there has been no  
25       violation of Proposition 65 or Health & Safety Code § 25249.5.

26          1.4     CEH’s Notices and its Complaint also allege that Settling Defendants did not  
27       provide a clear and reasonable warning to purchasers of the Products regarding the  
28       carcinogenicity and reproductive toxicity of Arsenic, in violation of Health & Safety Code

1 § 25249.6. Settling Defendants contend that there has been no violation of Health & Safety Code  
2 § 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 Settling Defendants as to the acts alleged in CEH's Complaint, that venue is  
6 proper in the County of Alameda, and that this Court has jurisdiction to enter this Consent  
7 Judgment as a full and final resolution of all claims which were or could have been raised in the  
8 Complaint against Settling Defendants 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 Settling Defendants enter into this Consent Judgment as a full and final  
11 settlement of all claims that were raised in the 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, Settling Defendants do  
14 not admit any issue of fact or law, including but not limited to any violations of Proposition 65 or  
15 any other law or legal duty, and in fact deny 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 Settling Defendants with Section 2 of this Consent Judgment, and shall not be  
22 used for any other purpose, or in any other matter. Nothing in this Consent Judgment shall  
23 prohibit CEH from seeking, or the Court from ordering, different injunctive or other relief from  
24 entities that are not 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 "Effective Date"), Settling Defendants shall not manufacture, distribute, ship, or sell, or cause to  
28

1 be manufactured, distributed, shipped or sold, any Products that leach Arsenic in concentrations  
2 greater than 3.0 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”). However, each Settling Defendant shall use its best efforts to comply with this  
5 reformulation requirement as soon as possible.

6           **2.1.1 Validation Testing.** After the Effective Date, to ensure compliance with  
7 Section 2.1, and to validate the reliability of the Raw Material Testing conducted pursuant to  
8 Section 2.1.2, each Settling Defendant shall select two of its Products (the “Validation Products”)  
9 to be tested using the Test Protocol according to the criteria set forth below.

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

12                   (b)           **Water To Carbon Ratio:** The first Validation Product for  
13 Validation Testing shall be selected based on the void volume (*i.e.* amount of water that fills the  
14 end product) to carbon content ratio. Each Settling Defendant shall select the Product with the  
15 lowest water to carbon ratio that it sold in the United States during the prior year. The void  
16 volume shall be determined by the difference in the weight of the dry (unused) Product and the  
17 fully wetted out (flushed) Product using the conversion factor of 1 gram of water = 1 mL. If the  
18 Validation Product selected by a Settling Defendant under this subsection was purchased from  
19 another Settling Defendant, the purchasing Settling Defendant may rely on the supplier Settling  
20 Defendant’s testing pursuant to Section 2.2, provided that the water to carbon ratio of the Product  
21 tested by the supplier Settling Defendant is equal to or lower than the water to carbon ratio of the  
22 Product selected by the purchasing Settling Defendant.

23                   (b)           **Sales:** The second Validation Product for Validation Testing  
24 shall be selected based on the unit sales volume of the Product in the United States. Each Settling  
25 Defendant shall select the Product that it sold and that: (1) had the highest sales in the United  
26 States in the year prior to the testing; and (2) the Settling Defendant still offers for sale in the  
27 United States.

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1                                   2.1.1.2    Frequency Of Testing: Following the Effective Date, each  
2 Settling Defendant shall conduct Validation Testing on a representative unit or units of each  
3 Validation Product in accordance with the Test Protocol and Section 2.1.1.1 at least one time per  
4 calendar quarter. In the event that the Validation Testing demonstrates one year of continuous  
5 compliance with the 3.0 ppb reformulation standard for both Validation Products tested, that  
6 Settling Defendant may reduce the frequency of testing thereafter for both Validation Products to  
7 one time every six months. In the event that the Validation Testing demonstrates six years of  
8 continuous compliance with the 3.0 ppb reformulation standard for both Validation Products, that  
9 Settling Defendant shall no longer be required to conduct the Validation Testing pursuant to  
10 Section 2.1.1. Each Validation Product shall contain carbon from a lot that has already passed the  
11 Raw Material Testing conducted pursuant to Section 2.1.2.

12                                   2.1.1.3    Products That Exceed Reformulation Standard: After the  
13 Effective Date, if any Settling Defendant obtains test results indicating that a Validation Product  
14 leaches Arsenic in concentrations greater than 3.0 ppb, that Settling Defendant shall, within 45  
15 days of receiving such results, provide to CEH: (a) a copy of the test results and any related  
16 QA/QC or other documentation regarding the testing; (b) an itemization of all Products, if any,  
17 that the Settling Defendant offered for direct sale in California and that contain carbon from the  
18 same lot as the Validation Product that failed the Validation Test, including the model name and  
19 number, number of units affected, and distribution status of those units; (c) with respect to  
20 Products, if any, that were offered for direct sale in California by that Settling Defendant and that  
21 contain carbon from the same lot as the Validation Product that failed the Validation test, a plan  
22 of correction to remedy the violation, including a detailed description of the specific corrective  
23 actions to be taken, the dates such actions will be completed, and the scope of such actions  
24 (including, but not limited to, which Products will be addressed by the action); and (d) a  
25 description of what changes, if any, the Settling Defendant proposes to make to the Raw Material  
26 Testing procedure set forth in Exhibit A to ensure that the procedure is adequately screening  
27 Arsenic levels in the Products' activated carbon. If a Settling Defendant knows or has reason to  
28 know that there were material indirect sales in California of Products that contain carbon from the

1 same lot as the Validation Product that failed the Validation Test, the Settling Defendant shall  
2 include all such Products sold nationally in its itemization of affected Products. The Settling  
3 Defendant and CEH shall meet and confer regarding the scope of any corrective action, including  
4 but not limited to corrective action to remedy violations regarding material indirect sales to  
5 California. If CEH disagrees with the sufficiency or timing of the Settling Defendant's proposed  
6 corrective action, or if the Parties are unable to agree as to what changes, if any, need to be made  
7 to the Raw Material Testing procedure, CEH may seek enforcement of this Consent Judgment in  
8 accordance with Section 5.

9           **2.1.2 Raw Material Arsenic Level And Testing.** Beginning on the Effective  
10 Date, and to further ensure compliance with Section 2.1, Settling Defendants shall not use  
11 activated carbon that leaches Arsenic in concentrations greater than 3.0 ppb using the Raw  
12 Material Testing procedure set forth in Exhibit A in any Products or Components (as that term is  
13 defined in Section 7.1). Settling Defendants shall test each lot (as that term is defined in the Raw  
14 Material Testing procedure) of raw activated carbon used in the Products or Components using  
15 the Raw Material Testing procedure set forth in Exhibit A.

16           **2.2 Certification Of Level From Suppliers.** To the extent any Settling Defendant  
17 relies upon its suppliers to conduct any of the testing required by this Consent Judgment, such  
18 Settling Defendant shall obtain written certification with corresponding test results from its  
19 suppliers

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

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

26           **2.5 Product Flushing Instructions.** As of the Effective Date, for Products each  
27 Settling Defendant manufactures, distributes, ships or sells, the Settling Defendant shall transmit  
28 initial flushing instructions to its customers by installation manuals, owner's manuals, labels,

1 packaging or other methods, initial flushing of no less than ten times the volume of the filter  
2 vessel or container.

3  
4 **3. SETTLEMENT PAYMENT**

5 3.1.1 Within 20 days after service of a Notice of Entry of this Consent Judgment,  
6 each Settling Defendant shall pay the amounts set forth for that Settling Defendant in Exhibit B.  
7 Each settlement payment shall be paid in three separate checks as set forth below and shall be  
8 delivered to the offices of the Lexington Law Group (Attn: Eric Somers), 503 Divisadero Street,  
9 San Francisco, California 94117-2212. Any failure by a Settling Defendant to comply with the  
10 payment terms herein shall be subject to a stipulated late fee to be paid by the Settling Defendant  
11 in the amount of \$100 for each day after the delivery date the full payment is received. The late  
12 fees required under this Section shall be recoverable, together with reasonable attorneys' fees, in  
13 an enforcement proceeding brought pursuant to Section 5 of this Consent Judgment. The funds  
14 paid by each Settling Defendant shall be allocated as set forth on Exhibit B between the following  
15 categories:

16 3.1.2 Penalty: A civil penalty pursuant to Health & Safety Code § 25249.7(b).  
17 CEH shall apportion this payment in accordance with Health & Safety Code § 25249.12 (25% to  
18 CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment).  
19 The civil penalty check shall be made payable to the Center For Environmental Health.

20 3.1.3 Monetary Payment In Lieu Of Penalty: A payment in lieu of civil penalty  
21 to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations,  
22 Title 11, § 3203(b). CEH shall use such funds to continue its work educating and protecting  
23 people from exposures to toxic chemicals, including heavy metals. In addition, as part of its  
24 Community Environmental Action and Justice Fund, CEH will use four percent of such funds to  
25 award grants to grassroots environmental justice groups working to educate and protect people  
26 from exposures to toxic chemicals. The method of selection of such groups can be found at the  
27 CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The payment pursuant to this Section shall be made  
28 payable to the Center For Environmental Health.

1                   3.1.4 Attorneys' Fees: As reimbursement of a portion of CEH's reasonable  
2 attorneys' fees and costs incurred as a result of investigating, bringing this matter to Settling  
3 Defendants' attention, litigating and negotiating a settlement in the public interest . The  
4 attorneys' fees and cost reimbursement check shall be made payable to the Lexington Law Group.  
5

6                   **4.       MODIFICATION OF CONSENT JUDGMENT**

7                   4.1       This Consent Judgment may be modified by written agreement of CEH and  
8 Settling Defendants, after noticed motion, and upon entry of an amended consent judgment by the  
9 Court thereon, or upon motion of CEH or any Settling Defendant and upon entry of an amended  
10 consent judgment by the Court.  
11

12                  **5.       ENFORCEMENT OF CONSENT JUDGMENT**

13                  5.1       CEH may, by motion or application for an order to show cause before the Superior  
14 Court of the County of Alameda, enforce the terms and conditions contained in this Consent  
15 Judgment. Prior to bringing any motion or application to enforce the requirements of Section 2  
16 above, CEH shall provide the Settling Defendant alleged to be in violation of Section 2 with a  
17 Notice of Violation and a copy of any test results which purportedly support CEH's Notice of  
18 Violation. The parties shall then meet and confer regarding the basis for CEH's anticipated  
19 motion or application in an attempt to resolve it informally. Should such attempts at meeting and  
20 conferring fail, CEH may file its enforcement motion or application. Should CEH prevail on any  
21 motion or application to enforce a material violation of the Consent Judgment under this section,  
22 CEH shall be entitled to its reasonable attorneys' fees and costs incurred as a result of such  
23 motion or application. Should a Settling Defendant prevail on any motion or application under  
24 this section, the Settling Defendant may be awarded its reasonable attorneys' fees and costs as a  
25 result of such motion or application upon a finding by the court that CEH's prosecution of the  
26 motion or application was not in good faith. This Consent Judgment may only be enforced by  
27 CEH or the California Attorney General.  
28



1       **6. APPLICATION OF CONSENT JUDGMENT**

2           6.1 This Consent Judgment shall apply to and be binding upon the parties hereto, their  
3 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

4  
5       **7. RELEASE**

6           7.1 This Consent Judgment is a full, final and binding resolution among

- 7           • CEH, acting in the public interest pursuant to Health & Safety Code section  
8           25249.7(d);
- 9           • Settling Defendants;
- 10          • Settling Defendants’ respective parents, subsidiaries, affiliates, directors, officers,  
11          employees, agents, shareholders and their successors and assigns (“Defendant  
12          Releasees”); and
- 13          • Settling Defendants’ customers, distributors, wholesalers or retailers, or any other  
14          person within Settling Defendants’ downstream chain of distribution which may in  
15          the course of doing business use, maintain, distribute or sell Products and  
16          Components which are manufactured, distributed or sold by a Settling Defendant  
17          (including Products and Components which are privately labeled by persons other  
18          than a Settling Defendant) (hereinafter “Downstream Entity,” and collectively  
19          “Downstream Entities”),

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

          7.2 CEH, acting for itself and on behalf of the public interest pursuant to Health &  
Safety Code section 25249.7(d), hereby releases, waives and forever discharges any and all  
claims for violations of Proposition 65 against Settling Defendants, Defendant Releasees and  
Downstream Entities based on alleged failure to warn about exposure to Arsenic contained in any

1 Released Products, as well as any alleged discharge of Arsenic into a source of drinking water  
2 from any Released Products.

3 7.3 Compliance with the terms of this Consent Judgment by a Settling Defendant shall  
4 constitute compliance with Proposition 65 by the Settling Defendant, Defendant Releasees and  
5 Downstream Entities with respect to any alleged failure to warn about exposure to Arsenic  
6 contained in the Products and Components as well as any alleged discharge of Arsenic into a  
7 source of drinking water from such Products and Components, with respect to any Products and  
8 Components manufactured, distributed or sold by Settling Defendants (including such Products  
9 and Components privately labeled by Downstream Entities). Nothing in this Section 7 shall be  
10 deemed to limit or affect the obligations of any Party created under this Consent Judgment.  
11

## 12 8. GOVERNING LAW

13 8.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
14 California.  
15

## 16 9. RETENTION OF JURISDICTION

17 9.1 This Court shall retain jurisdiction of this matter to implement this Consent  
18 Judgment.  
19

## 20 10. PROVISION OF NOTICE

21 10.1 All notices required pursuant to this Consent Judgment and correspondence shall  
22 be sent to the person identified for each party in the attached Exhibit B.  
23

## 24 11. COURT APPROVAL

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

1     **12.   NO EFFECT ON OTHER PRODUCTS**

2           12.1   The Arsenic Reformulation level set forth in Section 2.1 is based on, and would  
3 not have been approved without Settling Defendants' commitment to all of the other injunctive  
4 provisions of Section 2 including but not limited to the requirements regarding validation testing,  
5 raw material testing, certification from suppliers and product instructions.

6           12.2   The Arsenic Reformulation level set forth in Section 2.1 is not applicable to  
7 products that are not subject to this Consent Judgment and it is not intended to establish  
8 applicable or unacceptable arsenic levels for any such products.

9  
10    **13.   EXECUTION AND COUNTERPARTS**


11           13.1   The stipulations to this Consent Judgment may be executed in counterparts and by  
12 means of facsimile, which taken together shall be deemed to constitute one document.

13  
14    **14.   AUTHORIZATION**

15           14.1   Each signatory to this Consent Judgment certifies that he or she is fully authorized  
16 by the party he or she represents to stipulate to this Consent Judgment and to enter into and  
17 execute the Consent Judgment on behalf of the party represented and legally bind that party. The  
18 undersigned have read, understand and agree to all of the terms and conditions of this Consent  
19 Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

20    AGREED TO:

21  
22    CENTER FOR ENVIRONMENTAL HEALTH

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Dated: SEPT 2, 2015

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KATADYN NORTH AMERICA, INC.



Dated: 9/9/15

Shawn Hostetter

*Printed Name*

President

*Title*

CASCADE DESIGNS, INC.

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

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KATADYN NORTH AMERICA, INC.

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CASCADE DESIGNS, INC.

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Dated: 09.25.15

Eric Hobbs

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*Printed Name*

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General Counsel

*Title*

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**JUDGMENT**

Based upon the stipulated Consent Judgment between CEH and Settling Defendants, 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.

#### **1.3 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 3 parts per billion (“ppb”).

1.7.2 Should a lot of raw material exceed 3.0 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

<b>PLAINTIFF:</b>	<b>Center for Environmental Health</b>
<i>Notice to :</i>	Eric S. Somers Lexington Law Group 503 Divisadero Street San Francisco, CA 94117
<b>SETTLING DEFENDANT:</b>	<b>Katadyn North America, Inc.</b>
<i>Notice to :</i>	Paul Rosenlund Duane Morris LLP Spear Tower, One Market Plaza Suite 2200 San Francisco, CA 94105
<i>Settlement Payments:</i>	Total Payment: \$125,000 Civil Penalty: \$ 14,510 Payment in Lieu of Penalty: \$ 21,770 Attorneys' Fees and Costs: \$ 88,720
<b>SETTLING DEFENDANT:</b>	<b>Cascade Designs, Inc.</b>
<i>Notice to :</i>	Paul Rosenlund Duane Morris LLP Spear Tower, One Market Plaza Suite 2200 San Francisco, CA 94105
<i>Settlement Payments:</i>	Total Payment: \$150,000 Civil Penalty: \$ 17,850 Payment in Lieu of Penalty: \$ 26,770 Attorneys' Fees and Costs: \$105,380