

Mark N. Todzo, State Bar No. 168389  
Meredyth Merrow, State Bar No. 328337  
LEXINGTON LAW GROUP, LLP  
503 Divisadero Street  
San Francisco, CA 94117  
Telephone: (415) 913-7800  
Facsimile: (415) 759-4112  
mtodzo@lexlawgroup.com  
mmerrow@lexlawgroup.com

Counsel for Plaintiff  
CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

CENTER FOR ENVIRONMENTAL HEALTH,  
a non-profit corporation,

Plaintiff,

v.

ATHLETA LLC, *et al.*,

Defendant.

Case No. CGC-23-604604

Assigned for all purposes to: Judge Ethan  
P. Schulman, Dept. 304

**[PROPOSED] CONSENT  
JUDGMENT AS TO THE LEVY  
GROUP, INC.**

1       **1.       INTRODUCTION**

2               1.1           The parties to this Consent Judgment (“Parties”) are the Center for  
3       Environmental Health (“CEH”) and Defendant The Levy Group, inc. (“Settling Defendant”).  
4       CEH and Settling Defendant are referred to collectively as the “Parties.”

5               1.2           Settling Defendant manufactures, distributes, and/or sells athletic shirts made  
6       primarily of polyester with spandex that contain Bisphenol A (“BPA”) in the State of California  
7       or have done so in the past.

8               1.3           On June 28, 2023, CEH served a 60-Day Notice of Violation under  
9       Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health  
10      & Safety Code §§ 25249.5, *et seq.*) (“Notice”) to Settling Defendant, the California Attorney  
11      General, the District Attorneys of every County in the State of California, and the City Attorneys  
12      for every City in the State of California with a population greater than 750,000. The Notice  
13      alleges violations of Proposition 65 with respect to the presence of BPA in athletic shirts made  
14      primarily of polyester with some spandex.

15              1.4           On February 9, 2023, CEH filed the original complaint in this matter. On  
16      October 13, 2023, CEH filed the first amended complaint (the “Complaint”) naming Settling  
17      Defendant as a defendant in this action.

18              1.5           For purposes of this Consent Judgment only, the Parties stipulate that: (i) this  
19      Court has jurisdiction over the allegations of violations contained in the operative Complaint  
20      applicable to Settling Defendant and personal jurisdiction over Settling Defendant as to the acts  
21      alleged in the Complaint; (ii) venue is proper in the County of San Francisco; and (iii) this Court  
22      has jurisdiction to enter this Consent Judgment.

23              1.6           Nothing in this Consent Judgment is or shall be construed as an admission by  
24      the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance  
25      with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
26      conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
27      prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
28      other legal proceeding. This Consent Judgment is the product of negotiation and compromise and

1 is accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in  
2 this action.

3 **2. DEFINITIONS**

4 2.1 “Covered Products” means “SoulCycle” brand athletic shirts made primarily  
5 of polyester with some spandex that are sold by Settling Defendant.

6 2.2 “Effective Date” means the date on which this Consent Judgment is entered by  
7 the Court.

8 2.3 “Other Bisphenols” means Bisphenol AF (BPAF), Bisphenol AP (BPAP),  
9 Bisphenol B (BPB), Bisphenol E (BPE), Bisphenol F (BPF), Bisphenol P (BPP), Bisphenol S  
10 (BPS), and Bisphenol Z (BPZ).

11 2.4 “Test Protocol” means a standard method for measuring total BPA content as  
12 set forth in Exhibit A.

13 **3. INJUNCTIVE RELIEF**

14 3.1 **Reformulation of Covered Products.** Within six months following the  
15 Effective Date (the “Reformulation Date”), Settling Defendant shall not manufacture, distribute,  
16 license, sell, or offer for sale any Covered Product in California that contains BPA. For purposes  
17 of this Consent Judgment, a product “contains BPA” if BPA is an intentionally added ingredient  
18 in either the Covered Product or a component of the Covered Product, or contains in excess of  
19 120 parts per billion BPA as measured by the Test Protocol (the “Reformulation Level”).

20 3.2 **Specification to Suppliers.** No more than thirty (30) days after the Effective  
21 Date, Settling Defendant shall issue specifications to its suppliers of Covered Products that  
22 Covered Products shall not contain BPA in excess of the Reformulation Level.

23 3.3 **Sell-Through for Existing Inventory.** The reformulation requirements of  
24 Section 3 shall not apply to Covered Products that Settling Defendant has purchased prior to the  
25 Effective Date, including but not limited to Covered Products in distribution centers, in inventory,  
26 or at retail locations.

27 3.4 **Notification to Suppliers Regarding Other Bisphenols.** No more than  
28 ninety (90) days after the Effective Date, Settling Defendant shall request that its suppliers of

1 Covered Products, to the extent possible, not replace any intentionally added BPA with Other  
2 Bisphenols in manufacturing the Covered Products. Nothing in this Section 3.4 shall be construed  
3 to require Settling Defendant, or its suppliers or customers, to test for the presence of Other  
4 Bisphenols.

#### 5 **4. ENFORCEMENT**

6 4.1 Plaintiff may, by motion or application for an order to show cause before the  
7 Superior Court of San Francisco County, enforce the terms and conditions contained in this  
8 Consent Judgment. Prior to bringing any motion or application to enforce the requirements of  
9 Section 3 above, Plaintiff shall provide Settling Defendant with a Notice of Violation and a copy  
10 of any test results which purportedly support the Notice of Violation. The Parties shall then meet  
11 and confer regarding the basis for the anticipated motion or application in an attempt to resolve it  
12 informally, including providing Settling Defendant with a reasonable opportunity of at least thirty  
13 (30) days to cure any alleged violation. Should such attempts at informal resolution fail, Plaintiff  
14 may file an enforcement motion or application. This Consent Judgment may only be enforced by  
15 the Parties. To the extent that Settling Defendant can demonstrate that it purchased the Covered  
16 Product subject to the Notice of Violation prior to the Effective Date, the sale of such Covered  
17 Product will not constitute a violation of the terms of this Consent Judgment.

#### 18 **5. PAYMENTS**

19 5.1 **Total Settlement Payment.** Within ten (10) days of the Effective Date,  
20 Settling Defendant shall pay the total settlement amount of \$18,000 and no cents as a settlement  
21 payment as further set forth in this Section. The payment obligations herein are joint and several  
22 between the Settling Defendant. Any payment by Settling Defendant shall be deemed to be timely  
23 and not subject to a late charge and/or other penalty if (1) postmarked (if sent by the United States  
24 Postal Service) or (2) delivered to an overnight carrier (e.g. Fed Ex), on or before the deadline set  
25 forth in this paragraph.

26 5.2 **Allocation of Payments.** The total settlement amount shall be paid in five  
27 separate checks in the amounts specified below and delivered as set forth below. Any failure by  
28 Settling Defendant to comply with the payment terms herein shall be subject to a joint and several

1 stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each day the full  
 2 payment is not received after the applicable payment due date set forth in Section 5.1. The late fees  
 3 required under this Section shall be recoverable, together with reasonable attorneys' fees, in an  
 4 enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The funds paid  
 5 by Settling Defendant shall be allocated as set forth below between the following categories and  
 6 made payable as follows:

7                   5.2.1       \$2,600 as a civil penalty pursuant to Health & Safety Code §  
 8 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety  
 9 Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental  
 10 Health Hazard Assessment). Accordingly, the OEHHA portion of the civil penalty payment for  
 11 \$1,950 shall be made payable to OEHHA and associated with taxpayer identification number  
 12 68-0284486/ This payment shall be delivered as follows:

13                               For United States Postal Service Delivery:

14                                       Attn: Mike Gyurics  
 15                                       Fiscal Operations Branch Chief  
 16                                       Office of Environmental Health Hazard Assessment  
 17                                       P.O. Box 4010, MS #19B  
   Sacramento, CA 95812-4010

18                               For Non-United States Postal Service Delivery:

19                                       Attn: Mike Gyurics  
 20                                       Fiscal Operations Branch Chief  
 21                                       Office of Environmental Health Hazard Assessment  
   1001 I Street, MS #19B  
   Sacramento, CA 95814

22  
 23 The CEH portion of the civil penalty payment of \$650 shall be made payable to the Center for  
 24 Environmental Health and associated with taxpayer identification number 94-3251981. This  
 25 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA  
 26 94117.

27                   5.2.2       \$1,800 as an Additional Settlement Payment ("ASP") to CEH  
 28 pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, §

3204 and California Code of Regulations, Title 11, § 3204. CEH will use such funds to continue its work educating and protecting people from exposures to toxic chemicals, including BPA, in textiles and other products. CEH may also use a portion of such funds to monitor compliance with this Consent Judgment and to purchase and test Settling Defendant's products to confirm compliance. CEH shall obtain and maintain adequate records to document that ASPs are spent on these activities and CEH agrees to provide such documentation to the Attorney General within thirty days of any request from the Attorney General. The payment pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

5.2.3 \$13,600 as a reimbursement of a portion of CEH's reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement shall be made in two separate checks as follows: (a) \$11,500 payable to the Lexington Law Group and associated with taxpayer identification number 88-4399775; and (b) \$2,100 payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. Both of these payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

5.2.4 To summarize, Settling Defendant shall deliver checks made out to the payees and in the amounts set forth below:

| Payee                           | Type         | Amount    | Deliver To              |
|---------------------------------|--------------|-----------|-------------------------|
| OEHHA                           | Penalty      | \$ 1,950  | OEHHA per Section 5.2.1 |
| Center For Environmental Health | Penalty      | \$ 650    | LLG                     |
| Center For Environmental Health | ASP          | \$ 1,800  | LLG                     |
| Lexington Law Group             | Fee and Cost | \$ 11,500 | LLG                     |
| Center For Environmental Health | Fee and Cost | \$ 2,100  | LLG                     |

1           **5.3 Failure to Comply With Payment Obligations.** Notwithstanding the  
2 provisions of the Enforcement of Judgments Law and Code of Civil Procedure § 708.160, in the  
3 event that Settling Defendant does not comply fully with its payment obligations under Section 5,  
4 in addition to any other enforcement mechanism available to CEH, CEH may obtain an order  
5 requiring Settling Defendant to submit to a Debtors Exam. In the event that Settling Defendant  
6 fails to submit to any such Debtors Exam ordered by the Court, CEH may seek an order holding  
7 Settling Defendant in contempt of Court.

8           **6. MODIFICATION**

9           **6.1 Written Consent.** This Consent Judgment may be modified from time to  
10 time by express written agreement of the Parties with the approval of the Court, or by an order of  
11 this Court upon motion and in accordance with law.

12           **6.2 Alternative Compliance Standards.** If either (i) CEH enters into a court-  
13 approved settlement or a court enters a final judgment in a Proposition 65 enforcement action  
14 over exposure to BPA from athletic shirts made primarily of polyester with spandex that includes  
15 a different reformulation level than that set forth in Section 3.1; or (ii) the State of California  
16 adopts a different definition or method for determining exposure to BPA for purposes of  
17 Proposition 65, the Parties will meet and confer in good faith on conforming modifications to this  
18 Consent Judgment. If the Parties are unable to reach agreement, either Party may move the Court  
19 to modify the Consent Judgment.

20           **6.3 Meet and Confer.** Any Party seeking to modify this Consent Judgment shall  
21 attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
22 modify the Consent Judgment.

23           **7. CLAIMS COVERED AND RELEASED**

24           **7.1** Provided that Settling Defendant complies in full with its obligations under  
25 Section 5, this Consent Judgment is a full, final and binding resolution between CEH on behalf of  
26 itself and the public interest and Settling Defendant, its parents, subsidiaries, affiliated entities  
27 that are under common ownership, directors, officers, employees, agents, shareholders,  
28 successors, assigns, and attorneys (“Defendant Releasees”), all entities to which Settling

1 Defendant distributes or sells Covered Products, such as distributors, wholesalers, customers,  
2 retailers, franchisees, licensors and licensees, including, but not limited to Equinox Holdings, Inc.  
3 and SoulCycle LLC (“Downstream Defendant Releasees”) and, to the extent it fully complies  
4 with Section 3 of this Consent Judgment, Settling Defendant’s upstream supplier, Captain  
5 Industries (“Upstream Defendant Releasee”), of any violation of Proposition 65 based on failure  
6 to warn about alleged exposure to BPA contained in Covered Products that were sold by Settling  
7 Defendant prior to the Effective Date.

8           7.2           Provided that Settling Defendant complies in full with its obligations under  
9 Section 5, CEH, for itself, its agents, successors and assigns, releases, waives and forever  
10 discharges any and all claims against Settling Defendant, Defendant Releasees, Downstream  
11 Defendant Releasees, and, to the extent it fully complies with Section 3 of this Consent Judgment,  
12 Settling Defendant’s upstream supplier, Upstream Defendant Releasee, arising from any violation  
13 of Proposition 65 or any other statutory or common law claims that have been or could have been  
14 asserted by CEH regarding the failure to warn about exposure to BPA contained in Covered  
15 Products sold by Settling Defendant prior to the Effective Date or thereafter provided such  
16 Covered Products are subject to the provisions of Section 3.3 above.

17           7.3           Provided that Settling Defendant complies in full with its obligations under  
18 Section 5, compliance with the terms of this Consent Judgment by Settling Defendant and  
19 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant,  
20 Defendant Releasees Downstream Defendant Releasees and, to the extent it fully complies with  
21 Section 3 of this Consent Judgment, Settling Defendant’s upstream supplier, Upstream Defendant  
22 Releasee, with respect to any alleged failure to warn about BPA in Covered Products  
23 manufactured, distributed, or sold by Settling Defendant after the Effective Date.

24           7.4           Nothing in this Section 7 affects CEH’s right to commence or prosecute an  
25 action under Proposition 65 against any person other than Settling Defendant, Defendant  
26 Releasees, Downstream Defendant Releasees, or Upstream Defendant Releasees.

## 27 **8. NOTICE**

28           8.1           When CEH is entitled to receive any notice under this Consent Judgment, the



notice shall be sent by first class and electronic mail to:

Mark N. Todzo  
Lexington Law Group  
503 Divisadero Street  
San Francisco, CA 94117  
mtodzo@lexlawgroup.com

8.2 When Settling Defendant is entitled to receive any notice under this Consent Judgment, the notice shall be sent by first class and electronic mail to:

Matthew S. Kenefick  
Jeffer Mangels Butler & Mitchell LLP  
2 Embarcadero Center, 5<sup>th</sup> Floor  
San Francisco, CA 94111  
MKenefick@JMBM.com

8.3 Any Party may modify the person and address to whom the notice is to be sent by sending the other Party notice by first class and electronic mail.

## **9. COURT APPROVAL**

9.1 This Consent Judgment shall become effective upon entry by the Court. Plaintiff shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall support entry of this Consent Judgment.

9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect and shall never be introduced into evidence or otherwise used in any proceeding for any purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

## **10. GOVERNING LAW AND CONSTRUCTION**

10.1 The terms of this Consent Judgment shall be governed by the laws of the State of California.

## **11. ATTORNEYS' FEES**

11.1 Should Plaintiff prevail on any motion, application for an order to show cause, or other proceeding to enforce a violation of this Consent Judgment, Plaintiff shall be entitled to its reasonable attorneys' fees and costs incurred as a result of such motion or application. Should Settling Defendant prevail on any motion application for an order to show cause or other proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs against

1 Plaintiff as a result of such motion or application upon a finding by the Court that Plaintiff's  
2 prosecution of the motion or application lacked substantial justification. For purposes of this  
3 Consent Judgment, the term substantial justification shall carry the same meaning as used in the  
4 Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

5 11.2 Except as otherwise provided in this Consent Judgment, each Party shall bear  
6 its own attorneys' fees and costs.

7 11.3 Nothing in this Section 10 shall preclude a Party from seeking an award of  
8 sanctions pursuant to law.

9 **12. ENTIRE AGREEMENT**

10 12.1 This Consent Judgment contains the sole and entire agreement and  
11 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
12 discussions, negotiations, commitments or understandings related thereto, if any, are hereby  
13 merged herein and therein. There are no warranties, representations or other agreements between  
14 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
15 implied, other than those specifically referred to in this Consent Judgment have been made by any  
16 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
17 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements  
18 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind  
19 any of the Parties hereto only to the extent that they are expressly incorporated herein. No  
20 supplementation, modification, waiver or termination of this Consent Judgment shall be binding  
21 unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions  
22 of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other  
23 provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

24 **13. SUCCESSORS AND ASSIGNS**

25 13.1 This Consent Judgment shall apply to and be binding upon CEH and Settling  
26 Defendant, and its respective divisions, subdivisions and subsidiaries, and the successors or assigns  
27 of any of them.  
28

**14. RETENTION OF JURISDICTION**

14.1 This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

**15. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

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

**16. NO EFFECT ON OTHER SETTLEMENTS**

16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim against an entity other than Settling Defendant on terms that are different than those contained in this Consent Judgment.

**IT IS SO ORDERED:**

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Hon. Ethan P. Schulman

**IT IS SO STIPULATED:**

Dated: July 9, 2025

**CENTER FOR ENVIRONMENTAL HEALTH**



\_\_\_\_\_  
Kizzy Charles-Guzman  
Chief Executive Officer

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 7/8/2025, 2025

THE LEVY GROUP, INC.

Signed by:  
Frank Torrent  
Signature  
D6CA0D4D9448415...  
Frank Torrent  
Printed Name  
CFO  
Title

**EXHIBIT A**

**“Test Protocol” as defined in Section 2.4 of the Consent Judgment means the following test method:**

1. Homogenized sample of minimum 1 gram, cut in a manner to include materials from each region and color of the athletic shirt.
2. Quantitative solvent extraction by acetonitrile. If acetonitrile not available, may substitute with methanol.
3. Extraction by EPA methods 3540 (Soxhlet), 3546 (microwave), or hot plate for 3 hours at 40 degrees Celsius.
4. Analysis by LC/MS-MS, with isotope dilution; HPLC-DADMS, subject to performance criteria below. GC/MS-MS may be used if other methods not available and no derivatization of BPA is required.
5. Reporting limit of 0.5 mg/kg or lower.
6. Performance criteria – demonstration of accuracy, precision, and quality control, per EPA Method 3500C sections 9, 11, and 13. Include on-going routine quality control testing of method blanks, laboratory control samples/duplicates, and matrix spike samples/duplicates.