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7 CENTER FOR ENVIRONMENTAL HEALTH

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN FRANCISCO

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12 CENTER FOR ENVIRONMENTAL HEALTH,  
13 a non-profit corporation,  
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15 Plaintiff,  
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17 v.  
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19 ATHLETA LLC, *et al.*,  
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21  
22 Defendant.

Case No. CGC-23-604604  
Assigned for all purposes to: Judge Ethan  
P. Schulman, Dept. 304  
**[PROPOSED] CONSENT  
JUDGMENT AS TO WILSON  
SPORTING GOODS CO.**

1 **1. INTRODUCTION**

2 1.1 The parties to this Consent Judgment (“Parties”) are the Center for  
3 Environmental Health (“CEH”) and Defendant Wilson Sporting Goods Co. (“Settling  
4 Defendant”) (collectively, the “Parties”). This Settlement, Release and Judgment pertains to no  
5 Defendant named in the Complaint (as defined below) other than Settling Defendant. CEH and  
6 Settling Defendant are referred to collectively as the “Parties.”

7 1.2 Settling Defendant manufactures, distributes, and/or sells leggings made  
8 primarily of polyester with spandex that contain Bisphenol A (“BPA”) in the State of California  
9 or has done so in the past. CEH alleges such leggings contain Bisphenol A (“BPA”). Settling  
10 Defendant denies such allegations.

11 1.3 On August 3, 2023, CEH served a 60-Day Notice of Violation under  
12 Proposition 65 (The Safe Drinking Water and Toxic Enforcement Act of 1986, California Health  
13 & Safety Code §§ 25249.5, *et seq.*) (“Notice”) to Settling Defendant, the California Attorney  
14 General, the District Attorneys of every County in the State of California, and the City Attorneys  
15 for every City in the State of California with a population greater than 750,000. The Notice  
16 alleges violations of Proposition 65 with respect to the presence of BPA in leggings made  
17 primarily of polyester with spandex.

18 1.4 On February 9, 2023, CEH filed the original complaint in this matter. On  
19 October 13, 2023, CEH filed the first amended complaint (the “Complaint”) in this matter. On  
20 November 7, 2023, CEH added Settling Defendant as a defendant in this action.

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

26 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by  
27 the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance  
28 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,

1 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
2 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
3 other legal proceeding. This Consent Judgment is the product of negotiation and compromise and  
4 is accepted by the Parties for purposes of settling, compromising, and resolving issues disputed in  
5 this action.

## 6 **2. DEFINITIONS**

7 2.1 “Covered Products” means leggings made primarily of polyester with spandex  
8 that are sold by Settling Defendant, including the leggings branded as Wilson W Tennis Court  
9 Tights that were the subject of CEH’s notice of August 3, 2023.

10 2.2 “Effective Date” means the date on which this Consent Judgment is entered by  
11 the Court.

12 2.3 “Other Bisphenols” means Bisphenol AF (BPAF), Bisphenol AP (BPAP),  
13 Bisphenol B (BPB), Bisphenol E (BPE), Bisphenol F (BPF), Bisphenol P (BPP), Bisphenol S  
14 (BPS), and Bisphenol Z (BPZ).

15 2.4 “Test Protocol” means a standard method for measuring total BPA content as  
16 set forth in Exhibit A.

## 17 **3. INJUNCTIVE RELIEF**

18 3.1 **Reformulation of Covered Products.** Within six months following the  
19 Effective Date (the “Reformulation Date”), Settling Defendant shall not manufacture, distribute,  
20 license, sell, or offer for sale any Covered Product in California that contains BPA. For purposes  
21 of this Consent Judgment, a product “contains BPA” if BPA is an intentionally added ingredient  
22 in either the Covered Product or a component of the Covered Product, or contains in excess of 50  
23 parts per billion (“ppb”) BPA as measured by the Test Protocol (the “Reformulation Level”).

24 3.2 **Specification to Suppliers.** No more than thirty (30) days after the Effective  
25 Date, Settling Defendant shall issue specifications to its suppliers of Covered Products that  
26 Covered Products shall not contain BPA in excess of the Reformulation Level.

27 3.3 **Sell-Through for Existing Inventory.** The reformulation requirements of  
28 Section 3 shall not apply to Covered Products that Settling Defendant has manufactured,

1 purchased, or distributed prior to the Effective Date, including but not limited to Covered  
2 Products in distribution centers, in inventory, or at retail locations.

3           3.4           **Notification to Suppliers Regarding Other Bisphenols.** No more than  
4 ninety (90) days after the Effective Date, Settling Defendant shall request that its suppliers of  
5 Covered Products, to the extent possible, not replace any intentionally added BPA with Other  
6 Bisphenols in manufacturing the Covered Products. Nothing in this Section 3.4 shall be construed  
7 to require Settling Defendant, or its suppliers or customers, to test for the presence of Other  
8 Bisphenols.

9           3.5           **Clear and Reasonable Warnings.**

10                   3.5.1   **Election to Warn.** If Settling Defendant is unable to comply with the  
11 Reformulation provision set forth in Section 3.1 or otherwise elects to permanently avail itself of  
12 the warning option for the Covered Products provided by this Section 3.5, Settling Defendant  
13 shall provide written notice to CEH prior to the Reformulation Date, and Settling Defendant  
14 concurrently shall make the additional payment specified in Section 5.3 below. To the extent  
15 Settling Defendant elects to warn for the Covered Products on a non-permanent basis or after the  
16 Reformulation Date, as permitted by applicable law, Settling Defendant must comply with the  
17 warning requirements of this section. Settling Defendant shall then provide Clear and Reasonable  
18 Warnings for each Covered Product sold in California. A Clear and Reasonable Warning under  
19 this Agreement shall state:



21           **WARNING:** This product can expose you to chemicals including Bisphenol  
22           A (“BPA”) which is known to the State of California to cause birth defects or  
23           other reproductive harm. For more information go to  
24           [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

25           The word “**WARNING**” shall be displayed in all capital letters and bold print and shall be  
26           preceded by the yellow warning triangle symbol depicted above, provided however, the symbol  
27           may be printed in black and white if the Covered Product label is produced without using the  
28           color yellow. This warning statement shall be prominently displayed on the outer packaging of  
the Covered Product and shall be displayed with such conspicuousness, as compared with other

1 words, statements or designs as to render it likely to be seen, read and understood by an ordinary  
2 individual prior to sale. For internet, catalog or any other sale where the consumer is not  
3 physically present, the warning statement shall be displayed in such a manner that it is likely to be  
4 read and understood by an ordinary individual prior to the authorization of actual payment.

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 forty-five  
13 (45) 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 twenty-eight (28) days of the Effective  
20 Date, Settling Defendant shall pay the total settlement amount of \$21,750 and no cents as a  
21 settlement payment as further set forth in this Section.

22 5.1.1 A civil penalty in the amount of \$2,700 pursuant to Health & Safety  
23 Code § 25249.7(b). The civil penalty shall be apportioned in accordance with Health & Safety  
24 Code §25249.12 (25% to CEH and 75% to the State of California's Office of Environmental  
25 Health Hazard Assessment (OEHHA")). Accordingly, the OEHHA portion of the civil penalty  
26 payment of \$2,025 shall be made payable to OEHHA and associated with taxpayer identification  
27 number 68-0284486. This payment shall be delivered as follows:  
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1 For United States Postal Service Delivery:  
2 Attn: Mike Gyurics  
3 Deputy Director for Administrative Services  
4 Office of Environmental Health Hazard Assessment  
5 P.O. Box 4010, MS #19B  
6 Sacramento, CA 95812-4010

7 For Non-United States Postal Service Delivery:  
8 Attn: Mike Gyurics  
9 Deputy Director for Administrative Services  
10 Office of Environmental Health Hazard Assessment  
11 1001 I Street, MS #19B  
12 Sacramento, CA 95814

13 The CEH portion of the civil penalty payment for \$675 shall be made payable to the Center for  
14 Environmental Health and associated with taxpayer identification number 94-3251981. This  
15 payment shall be delivered to Lexington Law Group, LLP (“LLG”), 503 Divisadero Street, San  
16 Francisco, CA 94117.

17 5.1.2 An Additional Settlement Payment (“ASP”) in the amount of  
18 \$2,025 to CEH in lieu of civil penalty pursuant to Health & Safety Code § 25249.7(b), and  
19 California Code of Regulations, Title 11, § 3204. CEH will use such funds to continue its work  
20 educating and protecting people from exposures to toxic chemicals, including BPA, in textiles  
21 and other products. CEH may also use a portion of such funds to monitor compliance with this  
22 Consent Judgment and to purchase and test Settling Defendant’s products to confirm compliance.  
23 CEH shall obtain and maintain adequate records to document that ASPs are spent on these  
24 activities and CEH agrees to provide such documentation to the Attorney General within thirty  
25 days of any request from the Attorney General. The payment pursuant to this Section shall be  
26 made payable to the Center for Environmental Health and associated with taxpayer identification  
27 number 94-3251981. This payment shall be delivered to Lexington Law Group, LLP, 503  
28 Divisadero Street, San Francisco, CA 94117.

5.1.3 Settling Defendant shall pay \$17,025 as a reimbursement of a  
portion of Plaintiff’s reasonable attorneys’ fees and costs. The attorneys’ fees and cost  
reimbursement shall be made in two separate checks as follows: (a) \$14,025 payable to the  
Lexington Law Group, LLP and associated with taxpayer identification number 88-4399775; and  
(b) \$3,000 payable to the Center for Environmental Health and associated with taxpayer

1 identification number 94-3251981. Both of these payments shall be delivered to Lexington Law  
2 Group, LLP, 503 Divisadero Street, San Francisco, CA 94117.

3 5.1.4 To summarize, Settling Defendant shall deliver checks made out to  
4 the payees and in the amounts set forth below:

5 <b>Payee</b>	<b>Type</b>	<b>Amount</b>	<b>Deliver To</b>
6 OEHHA	Penalty	\$ 2,025	OEHHA per Section 5.1.1
7 Center For Environmental Health	Penalty	\$ 675	LLG
8 Center For Environmental Health	ASP	\$ 2,025	LLG
9 Lexington Law Group, LLP	Fee and Cost	\$ 14,025	LLG
10 Center For Environmental Health	Fee and Cost	\$ 3,000	LLG

11  
12 5.2 **Failure to Comply With Payment Obligations.** Notwithstanding the  
13 provisions of the Enforcement of Judgments Law and Code of Civil Procedure § 708.160, in the  
14 event that Settling Defendant does not comply fully with its payment obligations under Section 5,  
15 in addition to any other enforcement mechanism available to CEH, CEH may obtain an order  
16 requiring Settling Defendant to submit to a Debtors Exam. In the event that Settling Defendant  
17 fails to submit to any such Debtors Exam ordered by the Court, CEH may seek an order holding  
18 Settling Defendant in contempt of Court.

19 5.3 **Additional Payment for Warning.** If Settling Defendant avails itself of the  
20 permanent warning option for Covered Products provided for by Section 3.5, Settling Defendant  
21 shall make an additional payment of \$5,400 to be split between a civil penalty, ASP and attorneys'  
22 fees and costs as set forth herein, concurrently with its written notice as provided in Section 3.5.  
23 Of the additional payment, \$1,700 shall be a civil penalty, apportioned in accordance with Health  
24 & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of  
25 Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the  
26 civil penalty payment of \$1,275 shall be made payable to OEHHA, associated with taxpayer  
27 identification number 68-0284486, and sent to the OEHHA address set forth in section 5.1.1 above.  
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1 The CEH portion of the additional civil penalty payment of \$425 shall be made payable to the  
2 Center for Environmental Health and associated with taxpayer identification number 94-3251981.  
3 \$2,500 of the additional payment shall be made payable to Lexington Law Group, LLP, 503  
4 Divisadero Street, San Francisco, CA 94117 for fees and costs associated with the additional  
5 payment. The remaining \$1,200 of the additional payment shall be made payable to the Center for  
6 Environmental Health and associated with taxpayer identification number 94-3251981 and shall be  
7 used as set forth in Section 5.1.2 above. Both payments to CEH shall be delivered to Lexington  
8 Law Group, 503 Divisadero Street, San Francisco, CA 94117.

9 **6. MODIFICATION**

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

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

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

24 **7. CLAIMS COVERED AND RELEASED**

25 7.1 Provided that Settling Defendant complies in full with its obligations under  
26 Section 5, this Consent Judgment is a full, final and binding resolution between CEH on behalf of  
27 itself and the public interest and Settling Defendant, its parents, subsidiaries, affiliated entities  
28 that are under common ownership, directors, officers, employees, agents, shareholders,

1 successors, assigns, and attorneys (“Defendant Releasees”), all entities to which Settling  
2 Defendant distributes or sells Covered Products, such as distributors, wholesalers, customers,  
3 retailers, franchisees, licensors and licensees (“Downstream Defendant Releasees”), of any  
4 violation of Proposition 65 based on failure to warn about alleged exposure to BPA contained in  
5 Covered Products that were manufactured, sold, or distributed by Settling Defendant prior to the  
6 Effective Date.

7           7.2           Provided that Settling Defendant complies in full with its obligations under  
8 Section 5, CEH, for itself, its agents, successors and assigns, releases, waives and forever  
9 discharges any and all claims against Settling Defendant, Defendant Releasees and Downstream  
10 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or  
11 common law claims that have been or could have been asserted by CEH regarding the failure to  
12 warn about alleged exposure to BPA contained in Covered Products manufactured, sold, or  
13 distributed by Settling Defendant prior to the Effective Date or thereafter provided such Covered  
14 Products are subject to the provisions of Section 3.3 above.

15           7.3           Provided that Settling Defendant complies in full with their obligations under  
16 Section 5, compliance with the terms of this Consent Judgment by Settling Defendant and  
17 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant,  
18 Defendant Releasees, and Downstream Defendant Releasees with respect to any alleged failure to  
19 warn about BPA in Covered Products manufactured, distributed, or sold by Settling Defendant  
20 after the Effective Date.

21           7.4           Nothing in this Section 7 affects Plaintiff’s right to commence or prosecute an  
22 action under Proposition 65 against any person other than Settling Defendant, Defendant  
23 Releasees, or Downstream Defendant Releasees.

24 **8. NOTICE**

25           8.1           When CEH is entitled to receive any notice under this Consent Judgment, the  
26 notice shall be sent by first class and electronic mail to:  
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Mark N. Todzo  
Meredyth Merrow  
Lexington Law Group, LLP  
503 Divisadero Street  
San Francisco, CA 94117  
[mtodzo@lexlawgroup.com](mailto:mtodzo@lexlawgroup.com)  
[mmerrow@lexlawgroup.com](mailto:mmerrow@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:

Wilson Sporting Goods Co.  
ATTN: Legal Department  
130 E. Randolph St., Ste 600  
Chicago, IL 60601

Daniel Hurwitz  
Wilson Elser Moskowitz Edelman & Dicker LLP  
555 S. Flower Street - Suite 2900  
Los Angeles, CA 90071-2407  
[Dan.Hurwitz@wilsonelser.com](mailto:Dan.Hurwitz@wilsonelser.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

1 its reasonable attorneys' fees and costs incurred as a result of such motion or application. Should  
2 Settling Defendant prevail on any motion application for an order to show cause or other  
3 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs against  
4 Plaintiff as a result of such motion or application upon a finding by the Court that Plaintiff's  
5 prosecution of the motion or application lacked substantial justification. For purposes of this  
6 Consent Judgment, the term substantial justification shall carry the same meaning as used in the  
7 Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

8 11.2 Except as otherwise provided in this Consent Judgment, each Party shall bear  
9 its own attorneys' fees and costs.

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

## 12 **12. ENTIRE AGREEMENT**

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

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1 **13. SUCCESSORS AND ASSIGNS**

2 13.1 This Consent Judgment shall apply to and be binding upon CEH and Settling  
3 Defendant, and their respective divisions, subdivisions and subsidiaries, and the successors or  
4 assigns of any of them.

5 **14. RETENTION OF JURISDICTION**

6 14.1 This Court shall retain jurisdiction of this matter to implement or modify the  
7 Consent Judgment.

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

9 15.1 Each signatory to this Consent Judgment certifies that they are fully authorized  
10 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute  
11 the Consent Judgment on behalf of the Party represented and legally to bind that Party.

12 **16. NO EFFECT ON OTHER SETTLEMENTS**

13 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
14 against an entity other than each Settling Defendant on terms that are different than those contained  
15 in this Consent Judgment.

16

17 **IT IS SO ORDERED:**

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19 Dated: \_\_\_\_\_, 2026

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

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22 **IT IS SO STIPULATED:**

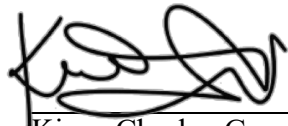
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25 Dated: June 20, 2026

**CENTER FOR ENVIRONMENTAL HEALTH**

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Kizzy Charles-Guzman  
Chief Executive Officer

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Dated: June 16, 2026

**WILSON SPORTING GOODS CO.**



\_\_\_\_\_  
Signature

David McKirdy  
Printed Name

VP, Legal  
Title

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**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 leggings.
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.