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12 COMTOP CONNECTIVITY SOLUTIONS INC.

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF SAN FRANCISCO  
15

16 MY NGUYEN,  
17 Plaintiff,  
18 v.  
19 LINK DEPOT CORP.; et al.,  
20 Defendants.

Case No. CGC-21-592813

**[PROPOSED] CONSENT JUDGMENT**

(Health & Safety Code § 25249.6 et seq. and  
Code of Civil Procedure § 664.6)

Case filed: June 14, 2021  
Trial: June 10, 2024

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CONSENT JUDGMENT

1 **1. INTRODUCTION**

2 This Consent Judgment is entered into by and between plaintiff My Nguyen (“Nguyen”) and  
3 defendant Comtop Connectivity Solutions Inc. (“Comtop”), with Nguyen and Comtop each  
4 individually referred to as a “Party” and collectively, as the “Parties,” to resolve the allegations in the  
5 August 19, 2020, November 18, 2020, and July 3, 2023 60-Day Notices of Violation (“Notices”) and  
6 associated Complaint filed in this action on June 14, 2021 (and amended on September 14, 2023)  
7 (“Complaint”) in compliance with the Safe Drinking Water and Toxic Enforcement Act of 1986,  
8 Health & Safety Code section 25249.6 *et seq.* (“Proposition 65”).

9 **1.1 The Parties**

10 Nguyen is an individual proceeding in the public interest pursuant to California Health &  
11 Safety Code § 25249.7(d) to ensure that chemicals known to the State of California to cause cancer,  
12 birth defects, or other reproductive harm are disclosed or eliminated from consumer products sold in  
13 California. Comtop is a person in the course of doing business for purposes of California Health &  
14 Safety Code section 25249.11(a)-(b).

15 **1.2 Consumer Product Description**

16 Nguyen alleges that Comtop manufactures, imports, sells, or distributes for sale in California,  
17 cables containing Diisononyl phthalate (“DINP”)(“Cables”), including but not limited to, the *Link*  
18 *Depot SVGA Male to Male Cable, 6-Foot, SVGA-6-MM, Item No. SV-006-LD, Amazon Standard*  
19 *Identification Number (ASIN) B008GPYVEM*, without providing the health hazard warning that  
20 Nguyen alleges is required by California Health & Safety Code section 25249.5 *et seq.* (“Proposition  
21 65”). All such Cables are referred to herein as the “Products.” DINP is listed pursuant to Proposition  
22 65 as a chemical known to the State of California to cause cancer.

23 **1.3 Notice of Violation**

24 On July 3, 2023, Nguyen served Comtop, the Office of the California Attorney General  
25 (“OAG”), and all requisite public enforcement agencies with a 60-Day Notice of Violation; and prior  
26 to that Nguyen had served Link Depot Corp. with similar 60-Day Notices of Violation dated August  
27 19, 2020, and November 18, 2020 (collectively “Notices”), The Notices allege Comtop and others,  
28 including Comtop’s downstream customer Link Depot, i.e., Smart, Inc. dba Link Depot (“Link

1 Depot”), violated Proposition 65 by failing to warn its customers and consumers in California that the  
2 Products can expose users to DINP. No public enforcer has commenced and is diligently  
3 prosecuting an action to enforce the allegations set forth in the Notice.

#### 4 **1.4 Complaint**

5 On June 14, 2021, Nguyen commenced the instant action (“Complaint”), naming Comtop’s  
6 downstream customer Link Depot as a defendant for the alleged violations of Proposition 65 that are  
7 the subject of the Notice. During the discovery phase of this litigation, Nguyen’s attorneys learned the  
8 true identity of Link Depot’s supplier of the Products, Comtop. On June 7, 2023, Nguyen obtained an  
9 order from this Court granting leave to file a Doe Amendment to the Complaint naming Comtop as a  
10 defendant. On July 3, 2023 Nguyen served a 60-day Notice of Violation on Comtop. On September  
11 14, 2023, after the applicable 60-day period concluded with no public enforcer electing to enforce the  
12 allegations in the Notice to Comtop, Nguyen filed an Amendment to Complaint identifying Comtop  
13 as Doe defendant number one. On October 30, 2023, Plaintiff served Comtop with a copy of the  
14 Complaint and associated documents.

#### 15 **1.5 No Admission**

16 Comtop denies the material, factual and legal allegations contained in the Notice and  
17 Complaint and maintains that all products it sold or distributed for sale in California, including the  
18 Products, comply with all laws. No term of this Consent Judgment nor Comtop’s compliance with its  
19 terms shall be deemed an admission by Comtop of any fact, finding, conclusion of law, issue of law,  
20 or violation of law. This section shall not, however, diminish or otherwise affect Comtop’s  
21 obligations, responsibilities, and duties under this Consent Judgment. Comtop maintains that it has  
22 not knowingly manufactured, supplied, distributed, sold, or caused to be manufactured, supplied,  
23 distributed, or sold the Products for sale in California in violation of Proposition 65.

#### 24 **1.6 Jurisdiction**

25 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
26 jurisdiction over Comtop as to the allegations contained in the Complaint; that venue is proper in  
27 San Francisco County; and that the Court has jurisdiction to enter and enforce the provisions of this  
28 Consent Judgment, pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

1           **1.7     Effective Date and Compliance Date**

2           The term “Effective Date” means the date on which the Court approves this Consent Judgment  
3 and enters Judgment pursuant to its terms, and Nguyen has provided notice to Comtop that it has been  
4 entered in the Court’s records as a judgment. The Compliance Date means thirty (30) days after the  
5 Effective Date.

6 **2.     INJUNCTIVE RELIEF: REFORMULATION, WARNINGS AND NOTIFICATION**

7           **2.1     Reformulation Commitment**

8           Commencing on the Compliance Date and continuing thereafter, all Products Comtop  
9 manufactures, imports, packages, sells, ships, provides, or distributes for sale in or into California,  
10 directly or indirectly through one or more third party retailers or e-commerce marketplaces, shall  
11 either qualify as Reformulated Products, as defined by Section 2.2, or be accompanied by a clear and  
12 reasonable warning pursuant to Section 2.3.

13           **2.2     Reformulation Standard**


14           For purposes of this Consent Judgment, “Reformulated Products” are defined as Products  
15 containing DINP in a maximum concentration of 0.1 percent (1,000 parts per million) in any  
16 “accessible component” (i.e., any component that may be touched during a reasonably foreseeable  
17 use) when analyzed by a laboratory accredited by the State of California, a federal agency, or a  
18 nationally recognized accrediting organization. For purposes of compliance with this reformulation  
19 standard, testing samples shall be prepared and extracted using Consumer Product Safety  
20 Commission (“CPSC”) methodology CPSC CH-C1001.09.4 and analyzed using U.S. Environmental  
21 Protection Agency methodology 8270D, or other methodologies utilized by federal or state  
22 government agencies to determine phthalate content in a solid substance.

23           **2.3     Clear and Reasonable Warnings**

24           Commencing on the Compliance Date and continuing thereafter, for all Products that do not  
25 meet the definition of Reformulated Products established by Section 2.2, above, Comtop shall provide  
26 clear and reasonable warnings for all Products distributed, sold or offered for sale to customers in  
27 California in accordance with this Section pursuant to Title 27 California Code of Regulations § 25600,  
28 *et seq.* Each warning shall be prominently placed with such conspicuousness as compared with other


1 words, statements, or designs as to render it likely to be read and understood by an ordinary individual  
2 under customary conditions before purchase or use and shall be provided in a manner such that it is  
3 clearly associated with the specific Product to which the warning applies. The warning for Products  
4 containing DINP in amounts greater than 1,000 ppm (0.1%) shall consist of one of the following  
5 statements:

6 **(a) Warning:** The Warning shall consist of the following statement:

7  **WARNING:** This product can expose you to chemicals  
8 including Diisononyl phthalate [DINP], which is known to the State  
9 of California to cause cancer. For more information go to  
10 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

11 (Long-Form Warning)

12 **(b) Short-Form Warning:** Comtop may, but is not required to use the following short-form  
13 warning set forth in this Section 2.3(b) (“Short-Form Warning subject to the additional requirements  
14 set forth in sections 2.4 and 2.5, below).

15  **WARNING:** Cancer - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

16 (Short-Form Warning)

17 **(c) Foreign Language Requirement.** Where a consumer product sign, label or shelf tag used  
18 to provide a warning includes consumer information, as that term is defined in Title 27 California  
19 Code of Regulations section 25600.1(c) (“Consumer Information”), in a language other than English,  
20 the warning must also be provided in those other language(s) in addition to English.

21 If Proposition 65 or its implementing regulations change from the requirements as they exist  
22 on the date the Parties stipulate to this Consent Judgment with respect to levels of DINP or other  
23 phthalate chemicals that trigger Proposition 65 warning obligations or permissible safe-harbor warning  
24 language, Comtop may, pursuant to Sections 7 and 12, below, seek modification of this Consent  
25 Judgment in accordance with California law.

## 26 **2.4 Product Warnings**

27 Comtop shall affix a warning to the Product label or otherwise directly on each Product sold or  
28 offered for sale to consumers in California and to customers with known retail outlets in California or

1 with known nationwide distribution. For purposes of this Consent Judgment, “Product label” means a  
2 display of written, printed or graphic material that is printed on or affixed to each of a Product or its  
3 immediate container or wrapper. A warning provided pursuant to Section 2.3(a)-(c) must print the word  
4 “**WARNING:**” in all capital letters and in bold font. The warning symbol to the left of the word  
5 “**WARNING:**” must be a black exclamation point in a yellow equilateral triangle with a black outline,  
6 except that if the labeling does not use yellow, then the symbol may be in black and white. If using the  
7 Short-Form Warning option set forth above, the entire warning shall appear in a type size of at least 6-  
8 point type and no smaller than the largest type size used for other Consumer Information on the  
9 Products.

## 10 **2.5 Internet Warnings**

11 If, after the Compliance Date, Comtop sells Products via the internet directly, or indirectly  
12 through customers with nationwide distribution or e-commerce websites, to customers located in  
13 California, Comtop shall provide warnings for each Product both on the Product label in accordance  
14 with Section 2.4, and by including either the warning or a clearly marked hyperlink using the word  
15 “**WARNING**” on the product display page, or by otherwise prominently displaying the warning to the  
16 purchaser prior to completing the purchase and without requiring the purchaser to search for the  
17 warning in the general content of the website. The warning or a clearly marked hyperlink to the warning  
18 using the word “**WARNING**” given in conjunction with the sale of the Products via the internet shall  
19 appear either: (a) on the same web page on which the Products are displayed; (b) on the same web page  
20 as the virtual cart displaying the Products; (c) on the same page as the price for the Products; or (d) on  
21 one or more web pages displayed to a purchaser during the checkout process. The warning shall appear  
22 in any of the above instances adjacent to or immediately following the display, description or price of  
23 the Products for which it is given in the same type size or larger than other consumer information  
24 provided for the Products. The internet warning may use the Short-Form Warning content described in  
25 Section 2.3(b) if the warning provided on the Product label also uses the Short-Form Warning content.  
26 For third-party websites, as a condition of sale, Comtop shall notify the sellers the Products must be  
27 accompanied by a warning, prior to and as a condition of sale, in or into California, and shall supply  
28 the warning requirements, as detailed above.

1 **3. MONETARY SETTLEMENT TERMS**

2 **3.1 Civil Penalty**

3 Pursuant to Health and Safety Code section 25249.7(b), Comtop agrees to pay a civil penalty  
4 of \$4,000 within ten (10) business days of the Effective Date. Comtop’s civil penalty payment will be  
5 allocated according to Health and Safety Code section 25249.12(c)(1) and (d), with seventy-five  
6 percent (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment  
7 (“OEHHA”), and the remaining twenty-five percent (25%) retained by Nguyen. Comtop shall issue its  
8 payment in two checks made payable to: (a) “OEHHA” in the amount of \$3,000; and (b) My Nguyen  
9 in the amount of \$1,000. Nguyen’s counsel shall deliver to OEHHA and Nguyen their respective  
10 portions of the penalty payment.

11 **3.2 Reimbursement of Attorneys’ Fees and Costs**

12 Nguyen and its counsel offered to resolve the allegations in the Notice and Complaint without  
13 reaching terms on the amount of reimbursement of attorneys’ fees and costs. After the Parties finalized  
14 all other material settlement terms, they negotiated the reimbursement to be paid to Nguyen’s counsel,  
15 under general contract principles and the private attorney general doctrine, codified at California Code  
16 of Civil Procedure section 1021.5, for all work performed through the mutual execution and reporting  
17 of this Consent Judgment to the OAG and entry of Judgment pursuant its terms, but exclusive of fees  
18 and costs on appeal, if any. Within ten (10) business days of the Effective Date, Comtop shall issue a  
19 check in the amount of \$30,500 payable to “Seven Hills LLP” for the fees and costs incurred  
20 investigating, bringing this matter to Comtop’s attention, litigating, negotiating a settlement in the  
21 public interest, obtaining the Court’s approval of its terms pursuant to Section 5, and reporting to the  
22 OAG.

23 **3.3 Payments**

24 All payments payable and due under this Consent Judgment shall be delivered to Nguyen’s  
25 counsel at the following address:

26 Seven Hills LLP  
27 c/o Laralei Paras  
28 4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111

1 Nguyen shall provide a W-9 to Comtop to facilitate payment.

2 **4. CLAIMS COVERED AND RELEASED**

3 **4.1 Nguyen's Release of Proposition 65 Claims**

4 This Consent Judgment is a full, final, and binding resolution of the claims that were or could  
5 have been asserted by Nguyen arising out of the allegations in the Notice and in the Complaint.  
6 Nguyen, acting on his own behalf, in the public interest, and on behalf of his past and current agents,  
7 shareholders, employees, predecessors, representatives, attorneys, successors and assignees  
8 ("Releasers") releases Comtop, and its respective officers, directors, shareholders, employees, agents,  
9 parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers (including,  
10 without limitation, Link Depot), distributors, online marketplaces (including, without limitation,  
11 Amazon.com and CablesOnline.com), wholesalers, retailers, and all other downstream entities in the  
12 distribution chain of any of the Products, and the predecessors, successors, and assigns of any of them  
13 (collectively, "Released Parties") based on the alleged or actual failure to provide a clear and  
14 reasonable warning under Proposition 65 about exposures to DINP in Products manufactured,  
15 processed, distributed, sold and/or offered for sale in California before the Compliance Date, as set  
16 forth in the Notice and Complaint. The Parties further agree that compliance with Section 2 of this  
17 Consent Judgment shall be deemed compliance with Proposition 65 with respect to alleged exposures  
18 to DINP in the Products.

19 In further consideration of the promises and agreements herein contained, Nguyen in his  
20 individual capacity only and not on behalf of the public in California, and on behalf of his past and  
21 current agents, representatives, attorneys, successors, and/or assignees, hereby waives all rights he has  
22 or may have to institute or participate in, directly or indirectly, any form of legal action and releases  
23 all claims including, without limitation, all actions, and causes of action, in law or in equity, suits,  
24 liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses, investigation  
25 fees, expert fees, and attorneys' fees arising under Proposition 65 with respect to DINP in Products  
26 manufactured, distributed, sold and/or offered for by Comtop prior to the Compliance Date  
27 (collectively, "Claims"), against Comtop and Releasees. The Parties further understand and agree that  
28 this Section 4.1 release shall not extend upstream to any entity that manufactured the Products or any



1 component parts thereof, or any distributor or supplier who sold the Products or any component parts  
2 thereof to Comtop, nor shall this Section 4.1 Release extend downstream to any Releasee who has  
3 been instructed by Comtop to provide a warning pursuant to Section 2.6, above, and who fails to so.  
4 Nothing in this Section affects Nguyen's right to commence or prosecute an action under Proposition  
5 65 against a Releasee that does not involve Comtop's Products.

6 **4.2 Comtop's Release of Nguyen**

7 Comtop, on its own behalf and on behalf of its past and current officers, agents, shareholders,  
8 employees, predecessors, representatives, attorneys, successors, and assignees, hereby waives any and  
9 all claims against Nguyen and his attorneys and other representatives, for any action taken or statement  
10 made (or those that could have been taken or made) by Nguyen and his attorneys and other  
11 representatives, whether in the course of investigating claims or otherwise seeking to enforce  
12 Proposition 65 against Comtop in this matter with respect to the Products.

13 **4.3 Mutual Waiver of California Civil Code § 1542**

14 Nguyen, on his own behalf in his individual capacity, and *not* in the public interest, on the one  
15 hand, and Comtop, on the other hand, each acknowledge that the claims in this Consent Judgment  
16 include all known and unknown claims pertaining to the failure to warn of exposures to DINP in  
17 Products sold in California before the Compliance Date, and each waives the provisions of California  
18 Civil Code section 1542 as to any unknown claims pertaining to the failure to warn of exposures to  
19 DINP in the Products sold in California that may have existed prior to and including the Compliance  
20 Date. California Civil Code section 1542 reads as follows:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
22 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
23 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY  
HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
WITH THE DEBTOR OR RELEASED PARTY.

24 The Parties acknowledge and understand the significance and consequences of this specific waiver  
25 of California Civil Code section 1542 and agree to waive the same as well as any statute of similar  
26 import or meaning of any other jurisdiction.

1 **5. COURT APPROVAL**

2 Pursuant to California Health and Safety Code § 25249.7(f)(4), Nguyen shall file a noticed  
3 motion for judicial approval of this Consent Judgment. The Parties agree to mutually employ their best  
4 efforts, and those of their counsel, to support the entry of a judgment pursuant to the terms of this  
5 Consent Judgment, and to obtain judicial approval of their settlement in a timely manner. For purposes  
6 of this section, “best efforts” shall include, at a minimum, supporting the motion for approval,  
7 responding to third-party objections, if any, and appearing at the hearing before the Court if so  
8 requested.

9 **6. SEVERABILITY**

10 If, subsequent to the Court’s approval and entry of this Consent Judgment as a judgment, any  
11 provision of this Consent Judgment is deemed by a court to be unenforceable, the validity of the  
12 remaining provisions shall not be adversely affected.

13 **7. GOVERNING LAW**

14 The terms of this Consent Judgment shall be governed by the laws of the State of California  
15 and apply within California. If Proposition 65 is repealed, preempted, or otherwise rendered  
16 inapplicable by reason of law generally, or as to the Products or DINP, then Comtop may seek a  
17 modification of this Consent Judgment pursuant to Section 12, below. Nothing in this Consent  
18 Judgment shall be interpreted to relieve Comtop from its obligation to comply with any pertinent state  
19 or federal law or regulation. This Court shall retain jurisdiction over this matter to enforce, modify, or  
20 terminate this Consent Judgment pursuant to the Parties’ agreement and Code of Civil Procedure  
21 section 664.6.

22 **8. NOTICE**

23 Unless specified herein, all correspondence and notice required by this Consent Judgment shall  
24 be in writing and sent by: (i) first-class registered or certified mail, return receipt requested; or (ii) a  
25 recognized overnight courier to any Party by the other at the following addresses:

26 For Comtop:  
27 Howie Tseng, Vice President  
Comtop Connectivity Solutions Inc.  
15181 Fairfield Ranch Road, #100  
28 Chino Hills, CA 91709

For Nguyen:  
Laralei Paras, Esq.  
SEVEN HILLS LLP  
4 Embarcadero Center, Suite 1400  
San Francisco, CA 94111

1 *With a copy to:*

2 Sherry E. Jackman, Esq.; Sedina Banks, Esq.  
3 GREENBERG GLUSKER LLP  
4 2049 Century Park East, Suite 2600  
5 Los Angeles, CA 90067

6 Any Party may, from time to time, specify in writing to the other Party a change of address to which  
7 all notices and other communications shall be sent.

8 **9. COUNTERPARTS AND ELECTRONIC SIGNATURES**

9 This Consent Judgment may be executed in counterparts and electronic signature(s), each of  
10 which shall be deemed an original and, all of which, when taken together, shall constitute one and the  
11 same document.

12 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

13 Nguyen and its counsel agree to comply with the reporting form requirements referenced in  
14 California Health and Safety Code § 25249.7(f).

15 **11. ENTIRE AGREEMENT**

16 This Consent Judgment contains the sole and entire agreement and understanding of the Parties  
17 with respect to the entire subject matter hereof, and all prior discussions, negotiations, commitments,  
18 or understandings related hereto, if any, are hereby merged herein. No warranty, representation, or  
19 other agreement between the Parties exists except as expressly set forth herein. No representation,  
20 oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment  
21 have been made by any Party hereto. No other agreement not specifically contained herein shall be  
22 deemed to exist or to bind either of the Parties hereto.

23 **12. MODIFICATION**

24 This Consent Judgment may be modified only by: (i) a written agreement of the Parties (which  
25 agreement shall not be unreasonably withheld) and the entry of a modified Consent Judgment by the  
26 Court thereon; or (ii) upon a successful motion of any party and the entry of a modified Consent  
27 Judgment by the Court thereon. No Party shall seek modification of this Consent Judgment without  
28 first providing written notice to the other Party of the basis for the modification sought, and meeting  
and conferring in good faith prior to moving the Court for an order modifying the Consent Judgment.

1 In the event the Parties or either Party seek(s) modification of this Consent Judgment by written  
2 agreement or on noticed motion by the Court, the Party or Parties shall provide the OAG with no less  
3 than 45 days' notice of their intended revision(s) to the Consent Judgment prior to any hearing by the  
4 Court on a motion for approval of such modification.

5 **13. AUTHORIZATION**

6 The undersigned are authorized to execute this Consent Judgment on behalf of their respective  
7 Parties and have read, understood, and agreed to all the terms and conditions of this Consent Judgment.

8 **AGREED TO:**

**AGREED TO:**

9 Date: 7/24/24

Date: 7/24/24

10 By:  \_\_\_\_\_

10 By:  \_\_\_\_\_

11 My Nguyen, CEO  
12 KEEP AMERICA SAFE AND  
13 BEAUTIFUL

11 Howie Tseng, Vice President  
12 COMTOP CONNECTIVITY  
13 SOLUTIONS INC.