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19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 COUNTY OF SAN FRANCISCO
21 UNLIMITED CIVIL JURISDICTION
22

23 JAY EPPS,

24 Plaintiff,

25 v.

26 DIGI-KEY CORPORATION (DBA
27 DIGIKEY),

28 Defendant.

Case No. CGC-25-631140

[PROPOSED] CONSENT JUDGMENT

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

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between Plaintiff Jay Epps (Plaintiff) and
4 Defendant Digi-Key Corporation (DigiKey), with Plaintiff and DigiKey each referred to
5 individually as a “Party” and collectively as the “Parties.”

6 **1.2 Plaintiff**

7 Plaintiff is a resident of the State of California who seeks to promote awareness of
8 exposures to toxic chemicals and to improve human health by reducing or eliminating harmful
9 substances contained in consumer products.

10 **1.3 Defendant**

11 DigiKey is a Minnesota corporation that is a distributor of electronic components and
12 automation products. DigiKey employs more than ten persons at its Thief River Falls, Minnesota
13 location. Plaintiff alleges that DigiKey is a person in the course of doing business for purposes of
14 the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code
15 §25249.5, *et seq.* (Proposition 65).

16 **1.4 General Allegations**

17 Plaintiff alleges that DigiKey sells online, imports, facilitates, and/or distributes for sale in
18 California soldering wire containing lead and that it did so without providing the health hazard
19 warning for sales transacted on its website that Plaintiff alleges is required by Proposition 65.
20 Plaintiff also alleges that DigiKey manufactures soldering wire containing lead, as it brands its
21 own soldering wire (i.e., fulfills the role as a private label seller) and offers such products for sale
22 on its website. Lead is listed pursuant to Proposition 65 as a chemical known to the State of
23 California to cause cancer and birth defects or other reproductive harm.

24 **1.5 Product Description**

25 The products covered by this Consent Judgment specifically include soldering wire that
26 contain lead and are offered for sale on digikey.com to consumers in California (hereinafter
27 referred to as the “Product” or “Products”).
28

1 **1.6 Notice of Violation**

2 On August 15, 2025, Plaintiff served DigiKey and certain requisite public enforcement
3 agencies with a 60-Day Notice of Violation (Attorney General Notice 2025-03149), alleging that
4 DigiKey violated Proposition 65 when it did not warn consumers in California that certain solder
5 wire offered for sale on digikey.com contain and expose users to lead (Notice). Service on
6 DigiKey was perfected on August 28, 2025. To the best of the Parties’ knowledge, no public
7 enforcer has commenced or is diligently prosecuting the allegations set forth in the Notice.

8 **1.7 Complaint**

9 On November 13, 2025, Plaintiff filed the instant action, naming DigiKey for the alleged
10 violations of Proposition 65 (herein referred to as “the Complaint” or “Action”). Plaintiff served
11 DigiKey on or about December 10, 2025. DigiKey filed its Answer on February 19, 2026.

12 **1.8 No Admission**

13 DigiKey denies all material, factual and legal allegations contained in the Notice and
14 Complaint and maintains that it has substantially complied with all laws applicable to such
15 allegations. DigiKey alleges that it provided the required Proposition 65 warning on the lead
16 solder products. Nothing in this Consent Judgment shall be construed as an admission by DigiKey
17 of any fact, finding, conclusion, issue of law, or violation of law; nor shall compliance with this
18 Consent Judgment constitute or be construed as an admission by DigiKey of any fact, finding,
19 conclusion, issue of law, or violation of law, each having been expressly denied by DigiKey. This
20 Section 1.8 shall not, however, diminish or otherwise affect the obligations, responsibilities, and
21 duties under this Consent Judgment.

22 **1.9 Jurisdiction**

23 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
24 jurisdiction over DigiKey as to the allegations contained in the Notice and Complaint, that venue
25 is proper in the County of San Francisco and that the Court has jurisdiction to enter and enforce
26 the provisions of this Consent Judgment pursuant to law including Proposition 65 and Code of
27 Civil Procedure §664.6.

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1 **1.10 Effective and Compliance Dates**

2 For purposes of this Consent Judgment, the term “Effective Date” shall mean the date this
3 Consent Judgment is approved by the Court. For purposes of this Consent Judgment, the term
4 “Compliance Date” shall mean 60 calendar days after the Effective Date.

5 **2. INJUNCTIVE RELIEF: REFORMULATION OR WARNINGS**

6 **2.1 Injunctive Relief for Online Sales**

7 Pursuant to the terms set forth below, with respect to Products transacted on digikey.com
8 sold directly to consumers with an address in California, DigiKey, at its option, agrees to: (a)
9 provide clear and reasonable Proposition 65 warnings for the Products as set forth in subsection 2.3
10 on each Product’s online product page on digikey.com; or (b) cease selling the Products that are to
11 be shipped to an address in California, or (c) cease selling the Products in California or prohibit the
12 shipment of Products purchased via digikey.com to California addresses as set forth in subsection
13 2.5.

14 **2.2 Reformulation Standards**


15 A “Reformulated Product” is a Product which: (a) contains lead in concentrations that do
16 not exceed 90 parts per million, equivalent to 0.009%, in any exterior parts analyzed pursuant to
17 U.S. Environmental Protection Agency (EPA) methodologies 3050B and 6010B; or (b) yields a
18 result of no more than 1.0 micrograms of lead when sampled according to NIOSH 9100 protocol
19 and analyzed according to EPA 6010B. In addition to the above tests, DigiKey or its suppliers may
20 use equivalent methods utilized or approved by any California or federal agency to determine lead
21 content in a solid substance or the amount of the bioavailability of the toxicant.

22 **2.3 Clear and Reasonable Warnings (Products Sold Online)**


23 The website warnings required by Section 2.1(a) shall be provided in a conspicuous and
24 prominent manner such that they will be likely to be read or seen by the consumer prior to or at the
25 time of the sale. The warning given in conjunction with the online sale of the Products may appear
26 either: (a) prominently placed on the page in which the Product’s image, price and add-to-cart are
27 displayed; (b) on the same page as the order confirmation for the Products (e.g., review cart URL);
28 or (c) on the page displayed to the purchaser during the checkout process prior-to-payment for any

1 shipment recipient with a California address. Subject to Section 2.1, if any of the Products are
2 offered for sale to California consumers after the Compliance Date, such Product listings shall have
3 a clear and reasonable Proposition 65 warning displayed in one of the following methods set forth
4 below.

5 The warning may consist of the following language or a substantially equivalent “clear and
6 reasonable” warning that complies with the Proposition 65 regulations set forth in Section
7 25601(a)-(b).

8  **WARNING:** This product can expose you to chemicals including lead, which is
9 known to the State of California to cause cancer and birth defects
10 or other reproductive harm. For more information go to
11 www.P65Warnings.ca.gov

12 DigiKey may alternatively use the following short-form warning (Short-Form Warning) or
13 a substantially equivalent “clear and reasonable” warning that complies with the Proposition 65
14 regulations set forth in Section 25601(a)-(b).

15  **WARNING:** Risk of cancer and reproductive harm from exposure to lead. See
16 www.P65Warnings.ca.gov.

17 **2.4 Foreign Language Requirement**

18 DigiKey shall comply with the requirements set forth in 27 California Code of Regulations
19 §25602(d) if and to the extent it applies to any sale of any of the Products to any purchaser with a
20 California shipping address.

21 **2.5 Option to Cease California Sales.**

22 On or before the Compliance Date, DigiKey may, at its option, comply with the injunctive
23 commitments set forth in Section 2.1 above by making a product unavailable for online sale for
24 shipment to an address in California. If it does so, the previously removed Product may be
25 reinstated for sale online to a consumer with a California address if it complies with Sections 2.1
26 through 2.4 prior to the date of such relisting.

27 **2.6 Products in the Stream of Commerce**

28 The Injunctive Relief requirements in this Section 2 shall not apply to Product in the stream
of commerce as of the Compliance Date.

1 **2.7 Right to Cure (No Assignment or Transfer of Claims)**

2 Plaintiff shall have the exclusive right to enforce the provisions of this Consent Judgment.
3 Plaintiff represents and warrants neither he nor his agents or attorneys have assigned or otherwise
4 transferred, or attempted to assign, or transfer, any claim or claims against DigiKey to a third -
5 party. Plaintiff further warrants that neither he nor his agents or attorneys are aware of any other
6 potential private enforcer or attorney who intends to bring litigation based on the subject matter of
7 the Consent Judgment. To the extent Plaintiff, his agents, or his attorneys identify any Product for
8 sale on digikey.com to consumers with an address in California in the future which they believe is
9 not in compliance with this Consent Judgment, Plaintiff agrees to advise DigiKey of such alleged
10 breach in the manner set forth in Section 8, and provide DigiKey with forty-five (45) calendar days
11 (calculated from the date written notice is provided electronically) to cure any alleged violation
12 (pursuant to the applicable options set forth in Sections 2.1 through 2.5) (the “Notice to Cure”).
13 Such Notice to Cure to DigiKey shall contain information sufficient for DigiKey to identify the
14 Product and the seller or supplier, including the UPC (Universal Product Code) Number (to the
15 extent available), the name of the Product, a photograph of the Product, a screenshot of the online
16 listing (also known as the product display page), the Product’s URL (Uniform Resource Locator),
17 and a summary explanation as to why Plaintiff believes it is a Product, or a product similar in
18 nature thereto, and not in compliance. Plaintiff reserves the right to seek additional civil penalties,
19 reimbursement of reasonable attorney’s fees and costs, and any other available remedies arising
20 from or related to Notices to Cure associated with Products covered by the Consent Judgment.
21 However, Epps shall not be entitled to seek or recover any civil penalties, and Plaintiff and his
22 counsel shall not be entitled to recovery or reimbursement of attorney’s fees and/or costs, or any
23 other available remedies arising from or related to Notices to Cure associated with Products
24 covered by the Consent Judgment or the alleged breach or violation of the Consent Judgment,
25 provided DigiKey timely remedies the alleged non-compliance within forty-five (45) calendar days
26 of receiving the Notice to Cure, as discussed herein. If DigiKey cures the alleged non-compliance
27 within forty-five (45) calendar days of receiving the Notice to Cure, DigiKey shall not be deemed
28 in breach or violation of this Consent Judgment in any respect, and DigiKey shall not be liable

(whether for civil penalties, attorneys’ fees or costs, or injunctive relief) for sales of such Products referenced in the Notice to Cure occurring prior to the expiration of the forty-five (45) calendar day cure period.

3. MONETARY SETTLEMENT TERMS

3.1 Civil Penalty Payments

Pursuant to Health & Safety Code §25249.7(b), and in settlement of all claims alleged in the Notice, DigiKey agrees to pay a total of \$3,200 in civil penalties. The penalty payment shall be allocated according to Health and Safety Code §25249.12(c)(1) and (d), with 75% of the penalty amount paid to the California Office of Environmental Health Hazard Assessment (OEHHA) and the remaining 25% of the penalty paid to Plaintiff in settlement of all alleged violations and claims referred to in the pertinent Notice, Complaint and this Consent Judgment. For non-electronic payments, the DigiKey shall provide two checks made payable to: (a) “OEHHA” in the amount of \$2,400; and (b) “Jay Epps” in the amount of \$800. Plaintiff’s counsel shall be responsible for remitting DigiKey’s penalty payment(s) under this Consent Judgment to OEHHA. Within ten (10) business days of the Effective Date and DigiKey’s receipt of current W-9s form Plaintiff and OEHHA, whichever date is later, DigiKey agrees to pay the penalty amount by electronic transfer, as set forth in Section 3.3 below, or by checks made payable to “OEHHA” and “Jay Epps.”

3.2 Reimbursement of Attorneys’ Fees and Costs

DigiKey agrees to reimbursement Plaintiff for the attorneys’ fees and costs incurred by Plaintiff investigating and bringing this action, and negotiating a settlement that furthers the public interest. For all work performed in connection with the claims alleged in the Notice through the mutual execution of this agreement and any further efforts to conclude this action, such as seeking court approval, DigiKey shall reimburse Plaintiff’s counsel \$16,800.

Within ten (10) business days of the Effective Date and DigiKey’s receipt of a current W-9 form from Chanler LLC, whichever date is later, DigiKey agrees to pay the amount of fees and costs by electronic transfer, as set forth in Section 3.3 below, or by check made payable to

1 “Chanler LLC.” DigiKey shall have no responsibility for payments after the checks are sent to
2 Chanler LLC.

3 **3.3 Form of Settlement Proceeds**

4 For the settlement payments noted above in Sections 3.1 and 3.2 for civil penalties,
5 DigiKey may, in addition to the option of payment by checks, transmit the proceeds by wire
6 transfer to “Chanler LLC, IOLTA Account,” in accordance with the wire instructions to be
7 provided by Plaintiff or his counsel within ten (10) business days of the Effective Date.

8 All non-electronic transfer payments shall be delivered to the following address:

9 Chanler, LLC
10 Attn: Proposition 65 Controller
72 Huckleberry Hill Road
11 New Canaan, CT 06840

12 **4. CLAIMS COVERED AND RELEASED**

13 **4.1 Public Release**

14 Plaintiff, acting on his own behalf and in the public interest, and on behalf of his past,
15 current, and future agents, representatives, attorneys, successors, and assigns, hereby releases
16 DigiKey, and each of its respective past, current, and future parents, direct and indirect
17 subsidiaries, affiliates, affiliated entities under common ownership, predecessors, agents, directors,
18 members, managers, officers, employees, representatives, shareholders, insurers, beneficiaries,
19 attorneys, successors, assignees, attorneys, (collectively, “Releasees”), with regard to any and all
20 alleged violations arising under Proposition 65 for unwarned exposures to lead from the Products
21 manufactured, imported, distributed, sold, or offered for sale on digikey.com prior to the
22 Compliance Date. Compliance with the terms of this Consent Judgment constitutes compliance
23 with Proposition 65 by DigiKey and Releasees with respect to exposures to lead in the Products for
24 Products sold on digikey.com.

25 **4.2 Plaintiff’s Individual Release**

26 In further consideration of the promises and agreements herein contained, Plaintiff, on
27 behalf of himself and each of his past and current agents, representatives, attorneys, successors,
28 and/or assignees, as well as any distributors, manufacturers, suppliers or other sellers of the

1 Products, but not on behalf of the public, hereby releases, and waives all rights to institute or
2 participate in, directly or indirectly, any form of legal action against Releasees, as well as against
3 any vendors or third party sellers of the Products on digikey.com and each entity to whom any of
4 the Releasees directly or indirectly distributed or sold the Products on digikey.com (the “Other
5 Releasees”), as it pertains to, any claims that he may have against each of them, whether known or
6 unknown, suspected or unsuspected, including, without limitation, all actions and causes of action,
7 suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses,
8 including, without limitation, investigation fees, expert fees, and attorneys’ fees arising out of
9 alleged or actual exposures to lead from the Products manufactured, imported, distributed, sold, or
10 offered for sale prior to the Compliance Date on digikey.com. The releases in this Section 4.2 are
11 provided in Plaintiff’s individual capacity and are not releases on behalf of the public.

12 **4.3 Release of Unknown Claims**

13 It is possible that other claims not known to the Parties related to the Products will hereafter
14 be discovered or developed. Plaintiff, on behalf of himself only, and DigiKey acknowledge that
15 this Consent Judgment is expressly intended to cover and include all such claims as to the Products
16 through and including the Compliance Date, including all rights of action therefor. The Parties
17 acknowledge that the claims released in Sections 4.1 and 4.2 may include unknown claims, and
18 nevertheless Plaintiff in particular intends to release such claims against DigiKey, Releasees, and
19 Other Releasees, with respect to the Products, and in doing so waives California Civil Code §1542,
20 which reads as follows:

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

25 Plaintiff and DigiKey each acknowledge and understand the significance and consequences
26 of this specific waiver under California Civil Code, § 1542.

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1 **4.4 DigiKey’s Release of Plaintiff**

2 DigiKey, on its own behalf and on behalf of its past and current agents, representatives,
3 attorneys, successors and assignees, hereby waives any and all claims against Plaintiff and his
4 attorneys and other representatives, for any and all actions taken or statements made by Plaintiff
5 and his attorneys and other representatives in the course of investigating the claims at issue in this
6 matter, seeking to enforce Proposition 65 against it in this matter, or with respect to the Products.

7 **5. COURT APPROVAL**

8 This Consent Judgment shall be null and void and shall never be introduced into evidence
9 or otherwise used in any proceeding for any purpose if, for any reason, it is not approved and
10 entered by the Court within six months after it has been fully executed by all Parties.

11 The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7(f)(4), a
12 noticed motion is required for judicial approval of this Consent Judgment, which Plaintiff shall
13 draft and file, and which DigiKey shall not oppose.

14 **6. SEVERABILITY**

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

18 **7. GOVERNING LAW**

19 The terms of this Consent Judgment shall be governed by the laws of the State of California
20 and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or
21 is otherwise amended or rendered inapplicable by reason of law generally, or as to any of the
22 Products or any of the alleged violations set forth in any of the Notice or Complaint, then DigiKey
23 may seek modification of this Consent Judgment pursuant to Section 12 below. Nothing in this
24 Consent Judgment shall be interpreted to relieve DigiKey from its obligation to comply with any
25 other applicable state or federal law or regulation. The Parties agree that if OEHHA changes any of
26 its applicable regulations, including those relating to the online warning regulations, DigiKey may
27 either conform with the revised regulations or continue to conform with the terms provided in this
28 Consent Judgment.

1 **8. NOTICE**

2 Unless specified herein, all correspondence and notice required or permitted by this
3 Consent Judgment shall be in writing and sent by: (a) personal delivery; (b) first-class registered
4 or certified mail, return receipt requested; or (c) a recognized overnight courier to any Party by the
5 other at the following addresses. In addition to (a), (b) or (c) above, any notice required or
6 permitted by this Consent Judgment shall also be provided via electronic mail if an email address
7 is provided for the recipient below:

8 To Defendant:

9 Agent for Service of Process
10 DigiKey Corporation
11 701 Brooks Avenue South
12 Thief River Falls, MN 56701

To Plaintiff:

Attn: Proposition 65 Coordinator
Chanler, LLC
72 Huckleberry Hill Road
New Canaan, CT 06840
clifford@chanlerllc.com

12 With a Copy To:
13 Anne Marie Ellis
14 Buchalter LLP
15 18400 Von Karman Avenue, Suite 800
Irvine, CA 92612
aellis@buchalter.com

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

18 **9. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

19 This Consent Judgment may be executed in counterparts and by facsimile or portable
20 document format (pdf) signature, each of which shall be deemed an original and, all of which,
21 when taken together, shall constitute one and the same document.

22 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

23 Plaintiff and his counsel agree to comply with the reporting form requirements referenced
24 in California Health & Safety Code §25249.7(f).

25 **11. ENTIRE AGREEMENT**

26 This Consent Judgment contains the sole and entire agreement and understanding of the
27 Parties with respect to the entire subject matter hereof, and any and all prior discussions,
28 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein

1 and therein. There are no warranties, representations, or other agreements between the Parties or
2 any of their counsel except as expressly set forth herein. No representations, oral or otherwise,
3 express or implied, other than those specifically contained or referred to in this Consent Judgment
4 have been made by any Party hereto or any of their counsel. No other agreements not specifically
5 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
6 Parties hereto or any of their counsel.

7 **12. MODIFICATION**

8 This Consent Judgment may be modified only by: (a) a written agreement of the Parties
9 and the entry of a modified Consent Judgment by the Court thereon; or (b) upon a successful
10 motion of the Parties and the entry of a modified Consent Judgment by the Court thereon.

11 **13. AUTHORIZATION**

12 The undersigned are authorized to execute this Consent Judgment on behalf of their
13 respective Parties and have read, understood, and agreed to all of the terms and conditions
14 contained herein.

16 **AGREED TO:**

AGREED TO:

18 Date: February 28, 2026

Date: February 26.00 2026

19
20 By: 

Signed by:
20 By: 

21 JAY EPPS

Name: Mike Slater

Title: Vice President


DIGI-KEY CORPORATION

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APPROVED AS TO FORM:

Date: February 28, 2026

By: 
CLIFFORD A. CHANLER
Counsel for Plaintiff

APPROVED AS TO FORM:

Date: February 27, 2026

By: 
ANNE MARIE ELLIS
Counsel for Defendant

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____, 2026

Judge of the Superior Court of the State of California