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JAY EPPS

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED CIVIL JURISDICTION

JAY EPPS,

Plaintiff,

v.

DIGI-KEY CORPORATION (DBA
DIGIKEY),

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”).

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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 and Products Manufactured and Labeled by**
7 **DigiKey**

8 Pursuant to the terms set forth below, with respect to Products transacted on digikey.com
9 sold directly to consumers with an address in California, DigiKey, at its option, agrees to: (a)
10 provide clear and reasonable Proposition 65 warnings for the Products as set forth in subsection 2.3
11 on each Product’s online product page on digikey.com; or (b) cease selling the Products, or (c)
12 cease selling the Products in California or prohibit the shipment of Products purchased via
13 digikey.com to California addresses as set forth in subsection 2.5. For all Products that are not
14 Reformulated Products pursuant to Section 2.2 and which are determined to be manufactured and
15 labeled by DigiKey after the Compliance Date, the Warnings or Short-Form Warnings described in
16 Section 2.3, shall be affixed to or included on the Product label, Product container/packaging or
17 otherwise directly on each unit of the Product provided for sale through digikey.com. For the
18 purpose of this Consent Judgment, “Product label” means a display of written, printed or graphic
19 material that is printed on or affixed to a Product. The warnings under this Section shall be
20 transmitted in a manner consistent with Cal. Code Regs., tit. 27, §§ 25601, 25602.

21 **2.2 Reformulation Standards**

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

1 **2.3 Clear and Reasonable Warnings (Products Sold Online)**

2 The website warnings provided by DigiKey and required by Section 2.1(a) shall be
3 provided in a conspicuous and prominent manner such that they will be likely to be read or seen by
4 the consumer prior to or at the time of the sale. The warning given in conjunction with the online
5 sale of the Products may appear either: (a) prominently placed on the page in which the Product’s
6 image, price and add-to-cart are displayed; (b) on the same page as the order confirmation for the
7 Products (e.g., review cart URL); or (c) on the page displayed to the purchaser during the checkout
8 process prior-to-payment for any shipment recipient with a California address. Subject to Section
9 2.1, if any of the Products are offered for sale to California consumers after the Compliance Date,
10 such Product listings shall have a clear and reasonable Proposition 65 warning displayed using one
11 of the warnings set forth below.

12 The warning shall use the following language that complies with the Proposition 65
13 regulations set forth in Section 25601(a)-(b).

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

17 DigiKey may alternatively use the following short-form warning (Short-Form Warning)
18 that complies with the Proposition 65 regulations set forth in Section 25601(a)-(b).

19 **⚠ WARNING:** Risk of cancer and reproductive harm from exposure to lead. See
20 www.P65Warnings.ca.gov.

21 **2.4 Foreign Language Requirement**

22 DigiKey shall comply with the requirements set forth in 27 California Code of Regulations
23 §25602(d) if and to the extent it applies to any sale of any of the Products to any purchaser with a
24 California shipping address.

25 **2.5 Option to Cease California Sales.**

26 On or before the Compliance Date, DigiKey may, at its option, comply with the injunctive
27 commitments set forth in Section 2.1 above by making a product unavailable for online sale for
28 shipment to an address in California. If it does so, the previously removed Product may be

1 reinstated for sale online to a consumer with a California address if it complies with Sections 2.1
2 through 2.4 prior to the date of such relisting.

3 **2.6 Products in the Stream of Commerce**

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

6 **2.7 Right to Cure (No Assignment or Transfer of Claims)**

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

1 covered by the Consent Judgment or the alleged breach or violation of the Consent Judgment,
2 provided DigiKey timely remedies the alleged non-compliance within forty-five (45) calendar days
3 of receiving the Notice to Cure, as discussed herein. If DigiKey cures the alleged non-compliance
4 within forty-five (45) calendar days of receiving the Notice to Cure, DigiKey shall not be deemed
5 in breach or violation of this Consent Judgment in any respect, and DigiKey shall not be liable
6 (whether for civil penalties, attorneys' fees or costs, or injunctive relief) for sales of such Products
7 referenced in the Notice to Cure occurring prior to the expiration of the forty-five (45) calendar day
8 cure period.

9 **3. MONETARY SETTLEMENT TERMS**

10 **3.1 Civil Penalty Payments**

11 Pursuant to Health & Safety Code §25249.7(b), and in settlement of all claims alleged in
12 the Notice, DigiKey agrees to pay a total of \$3,200 in civil penalties. The penalty payment shall
13 be allocated according to Health and Safety Code §25249.12(c)(1) and (d), with 75% of the
14 penalty amount paid to the California Office of Environmental Health Hazard Assessment
15 (OEHHA) and the remaining 25% of the penalty paid to Plaintiff in settlement of all alleged
16 violations and claims referred to in the pertinent Notice, Complaint and this Consent Judgment.
17 For non-electronic payments, the DigiKey shall provide two checks made payable to: (a)
18 "OEHHA" in the amount of \$2,400; and (b) "Jay Epps" in the amount of \$800. Plaintiff's counsel
19 shall be responsible for remitting DigiKey's penalty payment(s) under this Consent Judgment to
20 OEHHA. Within ten (10) business days of the Effective Date and DigiKey's receipt of current W-
21 9s form Plaintiff and OEHHA, whichever date is later, DigiKey agrees to pay the penalty amount
22 by electronic transfer, as set forth in Section 3.3 below, or by checks made payable to "OEHHA"
23 and "Jay Epps."

24 **3.2 Reimbursement of Attorneys' Fees and Costs**

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

3 Within ten (10) business days of the Effective Date and DigiKey’s receipt of a current W-9
4 form from Chanler LLC, whichever date is later, DigiKey agrees to pay the amount of fees and
5 costs by electronic transfer, as set forth in Section 3.3 below, or by check made payable to
6 “Chanler LLC.” DigiKey shall have no responsibility for payments after the checks are sent to
7 Chanler LLC.

8 **3.3 Form of Settlement Proceeds**

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

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

14 Chanler, LLC
15 Attn: Proposition 65 Controller
16 72 Huckleberry Hill Road
17 New Canaan, CT 06840

18 **4. CLAIMS COVERED AND RELEASED**

19 **4.1 Public Release**

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

1 with Proposition 65 by DigiKey and Releasees with respect to exposures to lead in the Products for
 2 Products sold on digikey.com.

3 **4.2 Plaintiff’s Individual Release**

4 In further consideration of the promises and agreements herein contained, Plaintiff, on
 5 behalf of himself and each of his past and current agents, representatives, attorneys, successors,
 6 and/or assignees, as well as any distributors, manufacturers, suppliers or other sellers of the
 7 Products, but not on behalf of the public, hereby releases, and waives all rights to institute or
 8 participate in, directly or indirectly, any form of legal action against Releasees, as well as against
 9 any vendors or third party sellers of the Products on digikey.com and each entity to whom any of
 10 the Releasees directly or indirectly distributed or sold the Products on digikey.com (the “Other
 11 Releasees”), as it pertains to, any claims that he may have against each of them, whether known or
 12 unknown, suspected or unsuspected, including, without limitation, all actions and causes of action,
 13 suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses,
 14 including, without limitation, investigation fees, expert fees, and attorneys’ fees arising out of
 15 alleged or actual exposures to lead from the Products manufactured, imported, distributed, sold, or
 16 offered for sale prior to the Compliance Date on digikey.com. The releases in this Section 4.2 are
 17 provided in Plaintiff’s individual capacity and are not releases on behalf of the public.

18 **4.3 Release of Unknown Claims**

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

27 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
 28 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**

1 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
2 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
3 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
4 **DEBTOR OR RELEASED PARTY.**

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

7 **4.4 DigiKey’s Release of Plaintiff**

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

13 **5. COURT APPROVAL**

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

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

20 **6. SEVERABILITY**

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

24 **7. GOVERNING LAW**

25 The terms of this Consent Judgment shall be governed by the laws of the State of California
26 and apply within the State of California. In the event that Proposition 65 is repealed, preempted, or
27 is otherwise amended or rendered inapplicable by reason of law generally, or as to any of the
28 Products or any of the alleged violations set forth in any of the Notice or Complaint, then DigiKey
may seek modification of this Consent Judgment pursuant to Section 12 below. Nothing in this

1 Consent Judgment shall be interpreted to relieve DigiKey from its obligation to comply with any
2 other applicable state or federal law or regulation. The Parties agree that if OEHHA changes any of
3 its regulations applicable to the Product and chemical at issue, including those relating to the online
4 warning regulations, DigiKey may either conform with the revised regulations or continue to
5 conform with the terms provided in this Consent Judgment.

6 **8. NOTICE**

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

13 To Defendant:

14 Agent for Service of Process
15 DigiKey Corporation
16 701 Brooks Avenue South
Thief River Falls, MN 56701

To Plaintiff:

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

17 With a Copy To:

18 Anne Marie Ellis
19 Buchalter LLP
18400 Von Karman Avenue, Suite 800
Irvine, CA 92612
aellis@buchalter.com

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

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

23 This Consent Judgment may be executed in counterparts and by facsimile or portable
24 document format (pdf) signature, each of which shall be deemed an original and, all of which,
25 when taken together, shall constitute one and the same document.
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1 **10. COMPLIANCE WITH REPORTING REQUIREMENTS**

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

4 **11. ENTIRE AGREEMENT**

5 This Consent Judgment contains the sole and entire agreement and understanding of the
6 Parties with respect to the entire subject matter hereof, and any and all prior discussions,
7 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
8 and therein. There are no warranties, representations, or other agreements between the Parties or
9 any of their counsel except as expressly set forth herein. No representations, oral or otherwise,
10 express or implied, other than those specifically contained or referred to in this Consent Judgment
11 have been made by any Party hereto or any of their counsel. No other agreements not specifically
12 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
13 Parties hereto or any of their counsel.

14 **12. MODIFICATION**

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

18 **13. AUTHORIZATION**

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

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AGREED TO:

AGREED TO:

Date: March ²⁴, 2026

Date: March ^{23.00}, 2026

By:  _____

Signed by:
By:  _____
770EC34F22DB433...

JAY EPPS

Name: _____ Mike Slater _____

Title: _____ Vice President _____

DIGI-KEY CORPORATION

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APPROVED AS TO FORM:

Date: March 24, 2026

By: _____

CLIFFORD A. CHANLER
Counsel for Plaintiff

APPROVED AS TO FORM:

Date: March 24, 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