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8 *Attorneys for Plaintiffs*
State of California *et al.*

ELECTRONICALLY

FILED

*Superior Court of California,
County of San Francisco*

DEC 24 2012

Clerk of the Court
BY: ANNIE PASCUAL
Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN FRANCISCO

13 **THE STATE OF CALIFORNIA *et al.*; and**

14 **THE CITY AND COUNTY OF SAN**
15 **FRANCISCO, individually, and on behalf of**
16 **all others similarly situated;**

17 Plaintiffs,

18 v.

19 **CHUNGHWA PICTURE TUBES, LTD. et**
20 **al.,**

21 Defendant.

Case No. CGC -11-515786

**EXHIBIT D TO DECLARATION OF
EMILIO VARANINI IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT;
CERTIFICATION OF SETTLEMENT
CLASS OF GOVERNMENT ENTITIES;
AND APPROVAL OF *PARENS* AND
CLASS NOTICES**

Date: January 8, 2013
Time: 9:30 a.m.
Dept: 304
Judge: Richard A. Kramer

Action Filed: November 8, 2011
(Chunghwa); May 11, 2012
(Philips)

EXHIBIT D

AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN
THE STATE OF CALIFORNIA, ET AL.
AND PHILIPS ELECTRONICS NORTH AMERICA CORPORATION

This Amendment to the Settlement Agreement dated April 11, 2012 (the "Amendment") is made and entered into by and between Philips Electronics North America Corporation ("Philips") on the one hand, and the State of California on its own behalf and on behalf of its state agencies, and as *parens patriae* on behalf of natural persons resident in California at any time during the Relevant Period (collectively the "State"), and its political subdivisions (including the Class of Government Entities as defined below) by and through the City and County of San Francisco, acting as a representative for the Class of Government Entities (the "City"), on the other hand.

WHEREAS the State and Philips entered into a Settlement Agreement on April 11, 2012 (the "Agreement"), concerning the allegations described in the action entitled *State of California et al. v. Chunghwa Picture Tubes, Ltd.*, Case No. CGC -11-515786 (Sup. Ct. Cal. Filed May 11, 2012) (the "Action");

WHEREAS, the Agreement was executed by duly authorized counsel for the State and Philips, respectively;

WHEREAS, the State and Philips want California Code of Civil Procedure section 664.6 to apply to the Agreement; and

WHEREAS, the State and Philips want to modify the definition of "Settlement Class of Government Entities" in the Agreement, in order to clarify the existing definition and comply with directions provided by the trial court judge in the Action;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth in the Agreement and herein and for other good and valuable consideration, it is agreed by

and among the undersigned that the Agreement is subject to the following modifications, pursuant to Section 35 of the Agreement, with all other provisions within the Agreement, including the Effective Date, continuing in full force and effect, subject all to the approval of the Court, on the following terms and conditions, and incorporating the preceding clauses:

Section A.3 definition of "Government Entities" is replaced as follows:

"Settlement Class of Government Entities" consists of all political subdivisions of the State of California, plus the University of California and the State Bar of California, that indirectly or directly purchased Cathode Ray Tubes ("CRTs") and/or products containing CRTs (including but not limited to computer monitors and televisions) between March 1, 1995 and November 25, 2007. The term "political subdivisions" is defined as all government entities authorized under California state law but without statewide jurisdiction.

Section B.11's reference to a settlement complaint to be filed against Philips, as well as any other reference in the settlement agreement to a settlement complaint to be filed against Philips, is replaced as follows:

Any reference in the Agreement to a settlement complaint to be filed against Philips refers to the complaint actually filed in the action entitled *State of California et al. v. Chunghwa Picture Tubes, Ltd. et. al.*, Case No. CGC -11-515786 (Sup. Ct. Cal. Filed May 11, 2012).

The highlighted term below is inserted into the defined term "Settling Parties" as set forth on the first line of Section B.11, as follows:

The Attorney General, the City, on behalf of the Class of Government Entities, and Philips (the "Settling Parties")

Section G.34 is replaced as follows:

The Superior Court of California, County of San Francisco, shall retain jurisdiction over the Action pursuant to Code of Civil Procedure 664.6, over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by the parties to the Agreement. This Agreement shall be construed according to the laws of the State of California without regard to its choice of law or conflict of laws principles. By this Amendment Philips, the State and the City hereby adopt all provisions of the original Agreement as amended by this Amendment.

Section G.36 is replaced as follows:

This Agreement may be executed in counterparts by the Settling Parties, and an email or facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

Section G.41 is replaced as follows:

Each of the undersigned attorneys or representatives of the Settling Parties represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Settling Parties he or she represents, subject to Court approval.

New Section G.44 is added as follows:

This Amendment effectuates the intention of the parties to the Agreement as expressed therein, and does not constitute a substantive modification of the Agreement, except that the Amendment effectuates the intention of the Settling Parties to the Agreement in light of California Code of Civil Procedure Section 664.6 and clarification of the definition of the Class of Government Entities, as instructed by the Court. In particular, the composition of the Class of Government Entities in the original Agreement is not modified by this Amendment.

KAMALA HARRIS
Attorney General of California

Dated: _____

By: Emilio E. Varanini
Deputy Attorney General

PHILIPS ELECTRONICS NORTH AMERICA
CORPORATION

Dated: _____

By: Joseph Innamorati
Senior Vice President
Philips Electronics North America Corporation

CITY AND COUNTY OF SAN FRANCISCO

Dated: 10/19/12

Naomi Kelly
By: Naomi Kelly
City Administrator and Dir. of Admin. Services

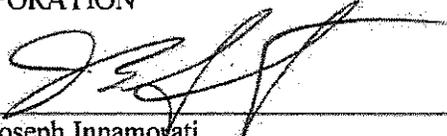
KAMALA HARRIS
Attorney General of California

Dated: _____

By: Emilio E. Varanini
Deputy Attorney General

PHILIPS ELECTRONICS NORTH AMERICA
CORPORATION

Dated: October 19, 2012


By: Joseph Innamorati
Senior Vice President
Philips Electronics North America Corporation

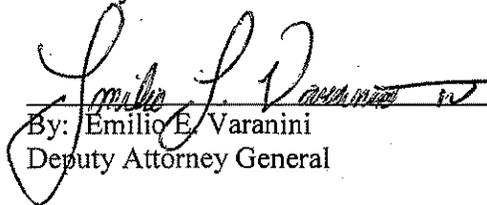
CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

By: Naomi Kelly
City Administrator and Dir. of Admin. Services

KAMALA HARRIS
Attorney General of California

Dated: 11/1/2012


By: Emilio E. Varanini
Deputy Attorney General

PHILIPS ELECTRONICS NORTH AMERICA
CORPORATION

Dated: _____

By: Joseph Innamorati
Senior Vice President
Philips Electronics North America Corporation

CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

By: Naomi Kelly
City Administrator and Dir. of Admin. Services