

1 Christopher M. Martin, State Bar No. 186021  
HIRST & CHANLER LLP  
2 566 W. Adams, Suite 450  
Chicago, IL 60661  
3 Telephone: (312) 376-1801  
Facsimile: (312) 376-1804

4 Attorneys for Plaintiff  
5 MICHAEL DIPIRRO

6 Earl L. Jiang, State Bar No. 133768  
LAW OFFICES OF EARL L. JIANG  
7 Murco Plaza  
39111 Paseo Padre Parkway, Suite 223  
8 Fremont, CA 94538  
Telephone: (510) 792-8668  
9 Facsimile: (510) 792-8890

10 Attorneys for Defendant  
UNIVERSAL ABIT USA CORPORATION

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA  
UNLIMITED CIVIL JURISDICTION

MICHAEL DIPIRRO,

Plaintiff,

v.

UNIVERSAL ABIT USA CORPORATION;  
and DOES 1 through 150, inclusive,

Defendants.

Case No. RG-07342197

**[PROPOSED] CONSENT JUDGMENT**

1     **1. INTRODUCTION**

2             **1.1 Parties**

3             This Consent Judgment (also referred to herein as “Agreement”) is entered into by and  
4     between Plaintiff, Michael DiPirro (“Plaintiff” or “DiPirro”), and Defendant Universal Abit USA  
5     Corporation, (“Defendant” or “Universal Abit”), with DiPirro and Universal Abit referred to as  
6     the “Parties.” All benefits of this Agreement shall be binding upon, and inure to the benefit of,  
7     each of the Parties and their respective affiliates, successors, and assigns.

8             **1.2 Plaintiff**

9             DiPirro is an individual residing in the State of California who seeks to promote awareness  
10    of exposure to toxic chemicals and improve human health by reducing or eliminating hazardous  
11    substances contained in consumer products.

12            **1.3 Defendant**

13            Universal Abit employs ten or more persons and is a person in the course of doing business  
14    for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &  
15    Safety Code §§ 25249.6 *et seq.* (Proposition 65).

16            **1.4 General Allegations**

17            Plaintiff alleges that Defendant has manufactured, distributed, and/or sold products with  
18    solder containing lead in the State of California without the requisite health hazard warnings.  
19    Lead is a substance known to cause birth defects and other reproductive harm and is listed  
20    pursuant to Proposition 65. Lead shall be referred to hereinafter as the "Listed Chemical."

21            **1.5 Product Description**

22            The products that are covered by this Consent Judgment are defined as follows:  
23    motherboards with lead-containing solder, such as the *ABIT NF8-V2 Motherboard (# 8 41020*  
24    *00364 6)*, and components utilized with motherboards that contain lead solder. Examples of forms  
25    of solder include, but are not limited to, solder, solder balls, solder spheres, solder paste, wave  
26    solder, solder joints, die bumps, and flip-chip bumps. All such motherboards and components  
27    utilized with such motherboards that contain lead solder, shall be referred to hereinafter as the  
28    “Products.” Products that are integrated into a desktop computer system as a component thereof,

1 prior to the sale or acquisition of the computer system, shall be referred to hereinafter as  
2 “integrated products.” Products that are sold individually and not as a component integrated into a  
3 computer system shall be referred to hereinafter as “non-integrated products.”

4 **1.6 Notice of Violation**

5 On April 13, 2007, DiPirro served Defendant and various public enforcement agencies  
6 with a document entitled "60-Day Notice of Violation" (Notice) that provided Defendant and such  
7 public enforcers with notice that alleged that Defendant was in violation of California Health &  
8 Safety Code §25249.6 for failing to warn consumers, workers and others that the motherboards  
9 that Defendant sold exposed users in California to the Listed Chemical.

10 **1.7 Complaint**

11 On August 22, 2007, DiPirro, acting in the interest of the general public in California, filed  
12 a complaint (“Complaint” or “Action”) in the Superior Court in and for the County of Alameda  
13 against Universal Abit USA Corporation, and Does 1 through 150, alleging violations of  
14 California Health & Safety Code §25249.6, based on the alleged exposures to the Listed Chemical  
15 contained in the Products Defendant sold.

16 **1.8 No Admission**

17 Universal Abit denies the material factual, and legal allegations contained in DiPirro's  
18 Notice and Complaint and maintains that all Products that it has sold and distributed in California  
19 have been and are in compliance with all laws. Nothing in this Consent Judgment shall be  
20 construed as an admission by Defendant of any fact, finding, issue of law, or violation of law, nor  
21 shall compliance with this Consent Judgment constitute or be construed as an admission by  
22 Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being  
23 specifically denied by Defendant. However, this Paragraph shall not diminish or otherwise affect  
24 Defendant’s obligations, responsibilities and duties under this Consent Judgment.

25 **1.9 Consent to Jurisdiction**

26 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
27 jurisdiction over Defendant as to the allegations contained in the Complaint, that venue is proper  
28

1 in the County of Alameda and that this Court has jurisdiction to enter and enforce the provisions  
2 of this Consent Judgment.

3 **1.10 Effective Date**

4 For purposes of this Consent Judgment, the term "Effective Date" shall mean December  
5 19, 2008.

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

7 **2.1 Product Warnings**

8 After the Effective Date, Defendant shall not sell, ship, or offer to be shipped for sale in  
9 California Products containing the Listed Chemical unless such Products are sold or shipped with  
10 the clear and reasonable warning set out in this Section 2.1, comply with the reformulation  
11 standards set forth in Section 2.3 or are otherwise exempt pursuant to Section 2.2.

12 Any warning issued for Products pursuant to this Section 2.1 shall be prominently placed  
13 with such conspicuousness as compared with other words, statements, designs, or devices as to  
14 render it likely to be read and understood by an ordinary individual under customary conditions  
15 before purchase or, for Products shipped directly to an individual in California or used in the  
16 workplace, before use. Any warning issued pursuant to this Section 2.1 shall be provided in a  
17 manner such that the consumer or user understands to which *specific* Product the warning applies,  
18 so as to minimize if not eliminate the chance that an overwarning situation will arise.

19 Sections 2.1(a)-(c) describe Defendant's options for satisfying its warning obligations  
20 depending, in part, on the manner of sale. The warning requirement of Section 2.1(d) shall apply  
21 regardless of the manner of sale. The following warnings will be applicable when the Product is  
22 sold either to consumers or in a business-to-business transaction:

23 **(a) Retail Store Sales of Non-Integrated Products**

24 **(i) Product Labeling.** From the Effective Date, a warning will be  
25 affixed to packaging, labeling, or directly on each non-integrated product sold in retail outlets by  
26 Defendant or its agents, that states:

27 **WARNING:** The materials used in this product contain  
28 lead, a chemical known to the State of

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

California to cause cancer and birth defects and other reproductive harm.

Please wash hands after handling and avoid inhalation of fumes if heating the solder on the product.

**(ii) Point-of-Sale Warnings.** Defendant may perform its warning obligations by ensuring that signs are posted at retail outlets in the State of California where the non-integrated products are sold. In order to avail itself of the point-of-sale option, Defendant shall provide a written notice (via certified mail in the first quarter of each calendar year) to each retailer or distributor to whom Defendant sells or transfers the non-integrated products directly, which informs such retailers or distributors that point-of-sale warnings are required at each retail location in the State of California. Defendant shall include a copy of the warning signs and posting instructions with such notice. Further, Defendant must receive and make available for DiPirro’s inspection, upon request, a written commitment: (a) from each retailer to whom Defendant sells non-integrated products directly that said retailer will post the warning signs; and (b) from each distributor to whom Defendant sells non-integrated products directly that the distributor will transmit the point-of-sale warning notice and instructions to their direct customers. Point-of-sale warnings shall be provided through one or more signs posted in close proximity to the point of display of the non-integrated products that states:

**WARNING:** The materials used in this product contain lead, a chemical known to the State of California to cause cancer and birth defects and other reproductive harm.

Please wash hands after handling and avoid inhalation of fumes if heating the solder on the product.

**(b) Mail Order Catalog and Internet Sales of Non-Integrated Products.**

Defendant shall satisfy its warning obligations for non-integrated products that are sold by mail order catalog or from the Internet to California residents by providing a warning: (i) in the mail order catalog; and/or (ii) on the website. Warnings given in the mail order catalog or on the website shall identify the specific Product to which the warning applies as further specified in

1 Sections 2.1(b)(i), and/or (ii) as applicable:

2 (i) **Mail Order Catalog Warning.** Any warning provided in a mail  
3 order catalog must be in the same type size or larger as the non-integrated product description text  
4 within the catalog. The following warning shall be provided on the same page and in the same  
5 location as the display and/or description of the non-integrated product:

6 **WARNING:** The materials used in this product contain lead, a  
7 chemical known to the State of California to  
8 cause cancer and birth defects and other  
9 reproductive harm.

10 Please wash hands after handling and avoid  
11 inhalation of fumes if heating the solder on the  
12 product.

13 Where it is impracticable to provide the warning on the same page and in the same location  
14 as the display and/or description of the non-integrated product, Defendant may utilize the  
15 designated symbol bellow to cross reference the example warning and shall define the term  
16 “designated symbol” with the following language on the inside of the front cover of the catalog or  
17 on the same page as any order form for the non-integrated product(s):

18 **WARNING:** The materials used in certain products  
19 identified with this symbol ▼ and offered for  
20 sale in this catalog contain lead, a chemical  
21 known to the State of California to cause cancer  
22 and birth defects and other reproductive harm.

23 Please wash hands after handling and avoid  
24 inhalation of fumes if heating the solder on the  
25 product.

26 The designated symbol must appear on the same page and in close proximity to the display  
27 and/or description of the non-integrated product. On each page where the designated symbol  
28 appears, Defendant must provide a header or footer directing the consumer to the warning  
language and definition of the designated symbol.

If Defendant elects to provide warnings in the mail order catalog, then the warnings must  
be included in all catalogs offering to sell one or more non-integrated products printed after  
December 19, 2008.

(ii) **Internet Website Warning.** A warning may be given in

1 conjunction with the sale of the non-integrated product via the Internet, provided it appears either:  
2 (a) on the same web page on which the non-integrated product is displayed; (b) on the same web  
3 page as the order form for the non-integrated product; (c) on the same page as the price for any  
4 non-integrated product; or (d) on one or more web pages displayed to a purchaser during the  
5 checkout process. The following warning statement shall be used and shall appear in any of the  
6 above instances adjacent to or immediately following the display, description, or price of the non-  
7 integrated product for which it is given in the same type size or larger as the product description  
8 text:

9           **WARNING:**    The materials used in this product contain  
10                            lead, a chemical known to the State of  
11                            California to cause cancer and birth defects  
12                            and other reproductive harm.

13                            Please wash hands after handling and avoid  
14                            inhalation of fumes if heating the solder on  
15                            the product.

16           Alternatively, the designated symbol may appear adjacent to or immediately following the  
17 display, description, or price of the non-integrated product for which a warning is being given,  
18 provided that the following warning statement also appears elsewhere on the same web page:

19           **WARNING:**    Products identified on this page with the  
20                            following symbol use materials that contain  
21                            lead, a chemical known to the State of  
22                            California to cause cancer and birth defects  
23                            and other reproductive harm: ▼

24                            Please wash hands after handling and avoid  
25                            inhalation of fumes if heating the solder on  
26                            the product.

27           **(c) Sales to Known Integrators**

28           Where Defendant sells Products to individuals or entities it knows to be in the business of  
integrating its Products into computer systems for resale (“integrator(s)”), Defendant shall provide  
the integrator with written instructions (via certified mail in the first quarter of each calendar year)  
which instructs such integrators to attach sticker warnings, as specified in this Section, to any item  
which contains a Product as an integrated component, prior to the resale of the integrated product.  
Defendant must receive and make available for DiPirro’s inspection, upon request, a written

1 commitment from each integrator to whom Defendant sells Products directly that said integrator  
2 will post the warning stickers consistent with the requirements of Proposition 65. Defendant shall  
3 provide the integrators with stickers printed with the following warning to be attached to each  
4 item containing an integrated product:

5           **WARNING:**   The materials used in the motherboard  
6                           utilized in this computer system contain lead,  
7                           a chemical known to the State of California to  
8                           cause cancer and birth defects and other  
9                           reproductive harm.

                          Please wash hands after handling this  
                          motherboard and avoid inhalation of fumes if  
                          heating the solder on the motherboard.

10                   **(d)       Manual Warnings**

11                   On or before December 19, 2008, Defendant shall include the following warning in twelve  
12 point font or greater on the inside front cover of its product user manuals shipped with any non-  
13 reformulated Product and available for viewing on its website(s), if so provided, and where  
14 Defendant otherwise warns or informs its customers of the content of its Products:

15           **WARNING:**   The materials used in this product contain  
16                           lead, a chemical known to the State of  
17                           California to cause cancer and birth defects  
18                           and other reproductive harm.

                          Please wash hands after handling and avoid  
18                           inhalation of fumes if heating the solder on  
19                           the product.

20                   **2.2   Exceptions To Warning Requirements**

21                   The warning requirements set forth in Section 2.1 shall not apply to:

- 22                   (i)       Any Product received in inventory before the Effective Date, subject to  
23                           Section 2.5;
- 24                   (ii)       Reformulated Products (as defined in Section 2.3 below); or
- 25                   (iii)       Any Product in which the only possible point of exposure to the Listed  
26                           Chemical is embedded in a manner that a consumer or worker would not  
27                           come into contact with the Listed Chemical under any reasonably  
28                           anticipated use.



1           **2.3 Reformulation Standards**

2           Reformulated Products are defined as follows: any Product containing less than or equal to  
3 one-tenth of one percent (0.1%) lead by weight in each solder material, including all forms of  
4 solder as identified in Section 1.5, unless that material is embedded in a manner that a consumer  
5 or worker ordinarily would not come into contact with the lead under any reasonably anticipated  
6 use.<sup>1</sup> The warnings required pursuant to Section 2.1 above shall not be required for reformulated  
7 Products.

8           **2.4 Reformulation Commitment**

9           Defendant hereby commits that all desktop products that it offers for sale in California  
10 after December 19, 2008, shall qualify as reformulated Products or be exempt from the warning  
11 requirements of Section 2.1 pursuant to Section 2.2. Further, Defendant commits to use  
12 commercially reasonable efforts to reformulate all Products in addition to those used for desktop  
13 computers (e.g., motherboards used for servers) to eliminate the presence of lead, except for those  
14 instances outlined in Section 2.2(iii), on or before December 31, 2008.

15           **2.5 Public Information Commitment**

16           In a good faith effort to inform the public about the risk of exposure to lead in Defendant’s  
17 Products sold before December 19, 2008, Defendant hereby commits to provide the following  
18 warning on its main products web page(s) for a period of three years:

19                   **WARNING:**    Certain desktop motherboards sold in  
20                                    California prior to December 19, 2008,  
21                                    contain lead solder. Lead is a chemical  
22                                    known to the State of California to cause  
23                                    cancer and birth defects and other  
24                                    reproductive harm.  
  
25                                    Please wash hands after handling those  
26                                    motherboards that utilize lead solder and  
27                                    avoid inhalation of fumes if heating the  
28                                    solder on the product.

25           Immediately following the above warning, Defendant shall provide a hyperlink titled “List of  
26 Motherboards Containing Lead Solder” which will link to a web page that Defendant shall create

27 \_\_\_\_\_  
28           <sup>1</sup>For purposes of this Consent Judgment, the lead by weight standard shall not apply to ingredient components  
of solder, such as glass and ceramic additives, but shall apply to the final solder materials used in the Products.

1 and maintain for a period of three years. On that page, Defendant shall provide the following  
2 warning:

3           **WARNING:**   The following desktop motherboards sold in  
4                           California prior to December 19, 2008, contain  
5                           lead solder. Lead is a chemical known to the State  
6                           of California to cause cancer and birth defects and  
7                           other reproductive harm.

8                           Please wash hands after handling these  
9                           motherboards that utilize lead solder and avoid  
10                          inhalation of fumes if heating the solder on these  
11                          products.

12 Immediately following that warning, Defendant shall list all Products that contain lead solder  
13 which Defendant sold in California before December 19, 2008. Defendant shall identify each  
14 Product by name and model number.

15 **3.    MONETARY PAYMENTS**

16 **3.1   Penalties Pursuant to Health & Safety Code §25249.7(b)**

17 Pursuant to Health & Safety Code §25249.7(b), the total civil penalty assessed shall be  
18 \$10,000. Defendant shall receive a credit of \$8,250 in light of its prompt cooperation with DiPirro  
19 in resolving this matter and its commitment to sell only reformulated Products in California.  
20 Defendant shall pay \$1,750.00 in civil penalties on or before December 19, 2008. All payments  
21 made pursuant to this Section 3.1 shall be payable to the "HIRST & CHANLER LLP in Trust For  
22 Michael DiPirro" and shall be delivered to Plaintiff's counsel at the following address:

23           Hirst & Chanler LLP  
24           Attn: Proposition 65 Controller  
25           455 Capitol Mall, Suite 605  
26           Sacramento, CA 95814

27 **3.2   Apportionment of Penalties Received**

28 All penalty monies received shall be apportioned by DiPirro in accordance with Health &  
Safety Code §25192, with 75% of these funds remitted by DiPirro to the State of California's  
Office of Environmental Health Hazard Assessment and the remaining 25% of these penalty  
monies retained by DiPirro as provided by Health & Safety Code §25249.12(d). DiPirro shall bear  
all responsibility for apportioning and paying to the State of California the appropriate civil

1 penalties paid in accordance with this Section.

2 **4. REIMBURSEMENT OF FEES AND COSTS**

3 The Parties acknowledge that DiPirro and his counsel offered to resolve this dispute  
4 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving  
5 this fee issue to be resolved after the material terms of the agreement had been settled. Defendant  
6 then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had  
7 been finalized. The Parties then reached an accord on the compensation due to DiPirro and his  
8 counsel under the private attorney general doctrine codified at California Code of Civil Procedure  
9 §1021.5 for all work performed through the Court's approval of this agreement. Under the private  
10 attorney general doctrine, Defendant shall reimburse DiPirro and his counsel for fees and costs  
11 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, and  
12 negotiating a settlement in the public interest and seeking the Court's approval of the Consent  
13 Judgment. Defendant shall pay DiPirro and his counsel \$20,000.00 for all attorneys' fees, expert  
14 and investigation fees, litigation and related costs. The payment shall be made payable to HIRST  
15 & CHANLER LLP and shall be delivered on or before December 19, 2008, at the following  
16 address:

17 Hirst & Chanler LLP  
18 Attn: Proposition 65 Controller  
19 455 Capitol Mall, Suite 605  
20 Sacramento, CA 95814

21 **5. RELEASE OF ALL CLAIMS**

22 **5.1 Release of Defendant and Downstream Customers**

23 In further consideration of the promises and agreements herein contained, and for the  
24 payments to be made pursuant to Sections 3 and 4, DiPirro, on behalf of himself, his past and  
25 current agents, representatives, attorneys, successors, and/or assignees, and in the interest of the  
26 general public, hereby waives all rights to institute or participate in, directly or indirectly, any form  
27 of legal action and releases all claims, including, without limitation, all actions, and causes of  
28 action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,  
losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys'

1 fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively  
2 "claims"), against Defendant and each of its downstream wholesalers, licensors, licensees,  
3 auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users, parent companies,  
4 corporate affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives,  
5 shareholders, agents, and employees, sister and parent entities, and original equipment  
6 manufacturers and distributors (collectively "releasees"). This release is limited to those claims  
7 that arise under Proposition 65, as such claims relate to Defendant's alleged failure to warn about  
8 exposures to the listed chemical contained in the Products.

9       The Parties further understand and agree that this release shall not extend upstream to any  
10 entities that manufactured the Products or any component parts thereof, or any distributors or  
11 suppliers who sold the Products or any component parts thereof to Defendant. This settlement  
12 does not release any downstream party (including integrators and retailers) that either caused  
13 exposure to lead from components not supplied by Defendant or, as to the future, alters the Product  
14 purchased from Defendant in such a way as to cause it to violate the reformulation standards or  
15 fails to transmit the requisite warnings provided by Defendant in paragraph 2.1 set forth in this  
16 Consent Judgment.

17       DiPirro, in his individual capacity and *not* in his representative capacity, releases any and  
18 all general claims that he may presently have against Defendant beyond those claims covered in  
19 this subsection. DiPirro further waives any and all rights and benefits which he now has, or in the  
20 future may have, conferred upon by virtue of the provisions of Section 1542 of the California Civil  
21 Code, which provides as follows:

22                   A GENERAL RELEASE DOES NOT EXTENT TO CLAIMS  
23                   WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT  
24                   TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING  
25                   THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE  
26                   MATERIALLY AFFECTED HIS SETTLEMENT WITH THE  
27                   DEBTOR.

28       **5.2 Defendant's Release of DiPirro**

Defendant waives any and all claims against DiPirro, his attorneys, and other  
representatives for any and all actions taken or statements made (or those that could have been

1 taken or made) by DiPirro and his attorneys and other representatives, whether in the course of  
2 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,  
3 and/or with respect to the Products.

4 **6. COURT APPROVAL**

5 This Consent Judgment is not effective until it is approved and entered by the Court and  
6 shall be null and void if, for any reason, it is not approved and entered by the Court within one  
7 year after it has been fully executed by all Parties, in which event any monies that have been  
8 provided to Plaintiff or his counsel, pursuant to Section 3 and/or Section 4 above, shall be  
9 refunded within fifteen (15) days after receiving written notice from Defendant that the one-year  
10 period has expired. In the event that this Consent Judgment is entered by the Court and  
11 subsequently overturned by any appellate court, any monies that have been provided to Plaintiff or  
12 his counsel pursuant to Section 3 and/or Section 4 above, shall be refunded within fifteen (15) days  
13 of the appellate decision becoming final.

14 **7. SEVERABILITY**

15 If, subsequent to court approval of this Consent Judgment, any of the provisions of this  
16 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable  
17 provisions remaining shall not be adversely affected.

18 **8. ATTORNEYS' FEES**

19 In the event that, after Court approval: (1) Defendant or any third party seeks modification  
20 of this Consent Judgment pursuant to Section 14 below; or (2) DiPirro takes reasonable and  
21 necessary steps to enforce the terms of this Consent Judgment, DiPirro shall be entitled to his  
22 reasonable attorneys' fees and costs pursuant to CCP §1021.5.

23 **9. GOVERNING LAW**

24 The terms of this Consent Judgment shall be governed by the laws of the State of  
25 California and apply within the State of California. In the event that Proposition 65 is repealed or  
26 is otherwise rendered inapplicable by reason of law generally, or as to the Products, then  
27 Defendant may provide written notice to DiPirro of any asserted change in the law, and shall have  
28 no further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the

1 Products are so affected.

2 **10. NOTICES**

3 Unless specified herein, all correspondence and notices required to be provided pursuant to  
4 this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class,  
5 (registered or certified mail) return receipt requested; or (ii) overnight courier on any party by the  
6 other party at the following addresses:

7 To Defendant:

8 Julie Chu  
9 Universal Abit USA Corporation  
3600 Peterson way  
10 Santa Clara 95054

11 To DiPirro:

12 Hirst & Chanler LLP  
13 Proposition 65 Coordinator  
2560 Ninth Street  
14 Parker Plaza, Suite 214  
Berkeley, CA 94710-2565

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

17 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

18 This Consent Judgment may be executed in counterparts and by facsimile, each of which  
19 shall be deemed an original, and all of which, when taken together, shall constitute one and the  
20 same document.

21 **12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

22 DiPirro and his attorneys agree to comply with the reporting form requirements referenced  
23 in Health & Safety Code §25249.7(f).

24 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

25 DiPirro and Defendant agree to mutually employ their best efforts to support the entry of  
26 this Agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court  
27 in a timely manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a  
28 Motion to Approve the Agreement (“noticed motion”) is required to obtain judicial approval of

1 this Consent Judgment which DiPirro shall draft and file, and Defendant shall join. If any third  
2 party objection is filed to the noticed motion, DiPirro and Defendant shall work together to file a  
3 joint reply and appear at any hearing before the Court.

4 **14. MODIFICATION**

5 This Consent Judgment may be modified only: (1) by written agreement of the Parties and  
6 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion  
7 of any Party and entry of a modified Consent Judgment by the Court. The Attorney General shall  
8 be served with notice of any proposed modification to this Consent Judgment at least fifteen (15)  
9 days in advance of its consideration by the Court.

10 ////

11 ////

12 ////

13 ////

14 ////

15 ////

16 ////

17 ////

18 ////

19 ////

20 ////

21 ////

22 ////

23 ////

24 ////

25 ////

26 ////

27 ////

28 ////

1 **15. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their  
3 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
4 Consent Judgment.

<p>5</p> <p>6 <b>AGREED TO:</b></p> <p>7 Date: <u>December 15, 2008</u></p> <p>8</p> <p>9 By: <u>Michael DiPirro by David Ball</u> 10 Plaintiff, MICHAEL DIPIRRO his 11 attorney-in-fact</p> <p>12</p> <p>13</p>	<p>6 <b>AGREED TO:</b></p> <p>7 Date: _____</p> <p>8</p> <p>9 By: _____</p> <p>10 Defendant, UNIVERSAL ABIT USA 11 CORPORATION</p> <p>12</p> <p>13</p>
<p>14 <b>APPROVED AS TO FORM:</b></p> <p>15 Date: <u>12/15/08</u> 16 HIRST &amp; CHANLER LLP</p> <p>17 By: <u>[Signature]</u> 18 Christopher M. Martin 19 Attorneys for Plaintiff 20 MICHAEL DIPIRRO</p> <p>21</p>	<p>14 <b>APPROVED AS TO FORM:</b></p> <p>15 Date: _____</p> <p>16 LAW OFFICES OF EARL L. JIANG</p> <p>17 By: _____</p> <p>18 Earl L. Jiang 19 Attorneys for Defendant 20 UNIVERSAL ABIT USA 21 CORPORATION</p>

22 **IT IS SO ORDERED.**

23 Date: \_\_\_\_\_

24 \_\_\_\_\_  
25 JUDGE OF THE SUPERIOR COURT

26

27

28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**15. AUTHORIZATION**

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

<p style="text-align: center;"><b>AGREED TO:</b></p> <p>Date: _____</p> <p>By: _____ Plaintiff, MICHAEL DIPIRRO</p>	<p style="text-align: center;"><b>AGREED TO:</b></p> <p>Date: <u>12/10/2008</u></p> <p>By: <u><i>Julie Chen</i></u> Defendant, UNIVERSAL ABIT USA CORPORATION</p>
<p style="text-align: center;"><b>APPROVED AS TO FORM:</b></p> <p>Date: _____ HIRST &amp; CHANLER LLP</p> <p>By: _____ Christopher M. Martin Attorneys for Plaintiff MICHAEL DIPIRRO</p>	<p style="text-align: center;"><b>APPROVED AS TO FORM:</b></p> <p>Date: <u>12/11/08</u> LAW OFFICES OF EARL L. JIANG</p> <p>By: <u><i>Earl L. Jang</i></u> Earl L. Jang Attorneys for Defendant UNIVERSAL ABIT USA CORPORATION</p>

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT