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Christopher M. Martin, State Bar No. 186021
HIRST & CHANLER LLP
566 W. Adams, Suite 450
Chicago, IL 60661
Telephone: (312) 376-1801
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Attorneys for Plaintiff
MICHAEL DIPIRRO

Brian M. Ledger, State Bar No. 156942
GORDON & REES LLP
101 W. Broadway, Suite 2000
San Diego, CA 92101
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Attorneys for Defendants
ALTHON MICRO, INC.;
SAPPHIRE TECHNOLOGY LIMITED

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

MICHAEL DIPIRRO,

Plaintiff,

v.

ALTHON MICRO, INC.; SAPPHIRE
TECHNOLOGY LIMITED; and DOES 1
through 150, inclusive,

Defendants.

Case No. RG-07-333698

**AMENDED STIPULATION AND
[PROPOSED] ORDER RE: CONSENT
JUDGMENT**

STIPULATION AND [PROPOSED] ORDER RE: CONSENT JUDGMENT

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Settlement Agreement is entered into by and between plaintiff Michael DiPirro
4 ("DiPirro" or "plaintiff") and defendants ALTHON MICRO, INC. ("Althon") and SAPPHIRE
5 TECHNOLOGY LIMITED ("Sapphire"), with DiPirro, Althon, and Sapphire referred to as the
6 "parties."
7

8 **1.2 Plaintiff**

9 DiPirro is an individual residing in San Francisco County in the State of California who
10 seeks to promote awareness of exposure to toxic chemicals and improve human health by reducing
11 or eliminating hazardous substances contained in consumer products.
12

13 **1.3 Defendants**

14 Defendants employ ten or more persons and are persons in the course of doing business for
15 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
16 Safety Code §§ 25249.6 *et seq.* ("Proposition 65").
17

18 **1.4 General Allegations**

19 Plaintiff alleges that defendants have manufactured, distributed, and/or sold motherboards
20 with solder containing lead in the State of California without the requisite health hazard warnings.
21 Lead is a substance known to cause birth defects and other reproductive harm and is listed
22 pursuant to Proposition 65. Lead shall be referred to hereinafter as the "listed chemical."
23

24 **1.5 Product Description**

25 The products that are covered by this Settlement Agreement are defined as follows:
26 motherboards with solder (containing lead), such as the *Sapphire Pure Crossfire Advantage PC-*
27
28

1 A9RD480Adv Motherboard (#12010-00-50), and components utilized with motherboards that
2 contain lead solder. Examples of forms of solder include, but are not limited to, solder, solder
3 balls, solder spheres, solder paste, wave solder, solder joints, die bumps, and flip-chip bumps. All
4 such motherboards with solder containing lead, and components utilized with such motherboards
5 that contain lead solder, shall be referred to hereinafter as "products." Products that are integrated
6 into a desktop computer system as a component thereof, prior to the sale or acquisition of the
7 computer system, shall be referred to hereinafter as "integrated products." Products that are sold
8 individually and not as a component integrated into a computer system shall be referred to
9 hereinafter as "non-integrated products."
10
11

12 **1.6 Notices of Violation**

13 On April 13, 2007, DiPirro served defendants and various public enforcement agencies
14 with a document entitled "60-Day Notice of Violation" ("Notice") that provided defendants and
15 such public enforcers with notice that alleged that defendants were in violation of California
16 Health & Safety Code §25249.6 for failing to warn consumers, workers and others that the
17 products that defendants sold exposed users in California to the listed chemical.
18

19 **1.7 Complaint**

20 On July 2, 2007, DiPirro, who is acting in the interest of the general public in California,
21 filed a complaint ("Complaint" or "Action") in the Superior Court in and for the County of
22 Alameda against Althon Micro, Inc., Sapphire Technology Limited, and Does 1 through 150,
23 *DiPirro v. Althon Micro, Inc.; Sapphire Technology Limited; and DOES 1 through 150, inclusive,*
24 *Alameda Superior Court Case No. RG-07-333698, alleging violations of California Health &*
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1 Safety Code §25249.6, based on the alleged exposures to the listed chemical contained in the
2 products defendants sold.

3 **1.8 No Admission**

4 Defendants deny the material factual and legal allegations contained in DiPirro's Notice
5 and maintains that all products that they have sold and distributed in California have been and are
6 in compliance with all laws. Nothing in this Settlement Agreement shall be construed as an
7 admission by defendants of any fact, finding, issue of law, or violation of law, nor shall
8 compliance with this Settlement Agreement constitute or be construed as an admission by
9 defendants of any fact, finding, conclusion, issue of law, or violation of law, such being
10 specifically denied by defendants. However, this Section shall not diminish or otherwise affect
11 defendants' obligations, responsibilities and duties under this Settlement Agreement.
12

13 **1.9 Effective Date**

14 For purposes of this Settlement Agreement, the term "effective date" shall mean August 31,
15 2008.
16

17 **2. INJUNCTIVE RELIEF; WARNINGS**

18 **2.1 Product Warnings**

19 After the effective date, defendants shall not sell, ship, or offer to be shipped for sale in
20 California products containing the listed chemical unless such products are sold or shipped with
21 the clear and reasonable warning set out in this Section 2.1, or are otherwise exempt pursuant to
22 Section 2.2.
23

24 Any warning issued for products pursuant to this Section 2.1 shall be prominently placed
25 with such conspicuousness as compared with other words, statements, designs, or devices as to
26
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1 render it likely to be read and understood by an ordinary individual under customary conditions
2 before purchase or, for products shipped directly to an individual in California or used in the
3 workplace, before use. Any warning issued pursuant to this Section 2.1 shall be provided in a
4 manner such that the consumer or user understands to which *specific* product the warning applies,
5 so as to minimize if not eliminate the chance that an overwarning situation will arise.

7 Sections 2.1(a)-(c) describe defendants' options for satisfying their warning obligations
8 depending, in part, on the manner of sale. The following warnings will be applicable when the
9 product is sold either to consumers or in a business-to-business transaction:

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

12 (i) **Product Labeling.** From the effective date, a warning will be
13 affixed to packaging, labeling, or directly on each non-integrated product sold in retail outlets by
14 defendants or their agents, that states:

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

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

22 (ii) **Point-of-Sale Warnings.** Defendants may perform their warning
23 obligations by ensuring that signs are posted at retail outlets in the State of California where the
24 non-integrated products are sold. In order to avail themselves of the point-of-sale option,
25 defendants shall provide a written notice (via certified mail in the first quarter of each calendar
26 year) to each retailer or distributor to whom defendants sell or transfer the non-integrated products
27
28

1 directly, which informs such retailers or distributors that point-of-sale warnings are required at
2 each retail location in the State of California. Defendants shall include a copy of the warning signs
3 and posting instructions with such notice. Further, defendants must receive and make available for
4 DiPirro's inspection, upon request, a written commitment: (a) from each retailer to whom
5 defendants sell non-integrated products directly that said retailer will post the warning signs; and
6 (b) from each distributor to whom defendants sell non-integrated products directly that the
7 distributor will transmit the point-of-sale warning notice and instructions to its direct customers.
8 Point-of-sale warnings shall be provided through one or more signs posted in close proximity to
9 the point of display of the non-integrated products that states:
10
11

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

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

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

19 Defendants do not at the present sell products by mail order or via the Internet and have no
20 plans to do so. However, in the event that Defendants at some future date do sell non-integrated
21 products by mail order catalog or from the Internet to California residents, they agree to provide a
22 warning: (i) in the mail order catalog; and/or (ii) on the website. Warnings given in the mail order
23 catalog or on the website shall identify the specific product to which the warning applies as further
24 specified in Sections 2.1(b)(i), and/or (ii) as applicable:
25

26 **(i) Mail Order Catalog Warning.** Any warning provided in a mail
27 order catalog must be in the same type size or larger as the non-integrated product description text
28

1 within the catalog. The following warning shall be provided on the same page and in the same
2 location as the display and/or description of the non-integrated product:

3
4 **WARNING:** The materials used in this product contain lead, a
5 chemical known to the State of California to
6 cause birth defects and other reproductive harm.

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

10 Where it is impracticable to provide the warning on the same page and in the same location
11 as the display and/or description of the non-integrated product, defendants may utilize the
12 designated symbol included in the warning below, to cross reference the example warning and
13 shall define the term "designated symbol" with the following language on the inside of the front
14 cover of the catalog or on the same page as any order form for the non-integrated product(s):

15
16 **WARNING:** The materials used in certain products identified
17 with this symbol ▼ and offered for sale in this
18 catalog contain lead, a chemical known to the
19 State of California to cause birth defects and
20 other reproductive harm.

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

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

1 If defendants elect to provide warnings in the mail order catalog, then the warnings must be
2 included in all catalogs offering to sell one or more non-integrated products printed after August
3 31, 2008.

4
5 (ii) **Internet Website Warning.** A warning may be given in
6 conjunction with the sale of the non-integrated product via the Internet, provided it appears either:
7 (a) on the same web page on which the non-integrated product is displayed; (b) on the same web
8 page as the order form for the non-integrated product; (c) on the same page as the price for any
9 non-integrated product; or (d) on one or more web pages displayed to a purchaser during the
10 checkout process. The following warning statement shall be used and shall appear in any of the
11 above instances adjacent to or immediately following the display, description, or price of the non-
12 integrated product for which it is given in the same type size or larger as the product description
13 text:
14

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

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

21 Alternatively, the designated symbol may appear adjacent to or immediately following the
22 display, description, or price of the non-integrated product for which a warning is being given,
23 provided that the following warning statement also appears elsewhere on the same web page:
24

25 **WARNING:** Products identified on this page with the
26 following symbol use materials that contain lead,
a chemical known to the State of California to
27 cause birth defects and other reproductive harm:
28 ▼

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

4 (c) Sales to Known Integrators

5 Where defendants sell products to individuals or entities they know to be in the business of
6 integrating their products into computer systems for resale ("integrator(s)"), defendants shall
7 provide the integrator with written instructions (via certified mail in the first quarter of each
8 calendar year) which instructs such integrators to attach sticker warnings, as specified in this
9 Section, to any item which contains a product as an integrated component, prior to the resale of the
10 integrated product. Defendants must receive and make available for DiPirro's inspection, upon
11 request, a written commitment from each integrator to whom defendants sell products directly that
12 said integrator will post the warning stickers consistent with the requirements of Proposition 65.
13 Defendants shall provide the integrators with stickers printed with the following warning to be
14 attached to each item containing an integrated product:
15
16

17 **WARNING:** The materials used in the motherboard utilized
18 in this computer system contain lead, a
19 chemical known to the State of California to
20 cause birth defects and other reproductive
21 harm.

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

25 **2.2 Exceptions To Warning Requirements**

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

- 27 (i) Any product shipped to California before the effective date;

- 1 (ii) Reformulated products (as defined in Section 2.3 below); or
2 (iii) Any product in which the only possible point of exposure to the listed
3 chemical is embedded in a manner that a consumer or worker would not
4 come into contact with the listed chemical under any reasonably anticipated
5 use.
6

7 **2.3 Reformulation Standards**

8 Reformulated products are defined as follows: any product containing less than or equal to
9 one-tenth of one percent (0.1%) lead by weight in each solder material, including all forms of
10 solder as identified in Section 1.5, unless that material is embedded in a manner that a consumer or
11 worker ordinarily would not come into contact with the lead under any reasonably anticipated use.¹
12 The warnings required pursuant to Section 2.1 above shall not be required for reformulated
13 products. This Reformulation Standard is consistent with compliance under the European Union's
14 Restriction on Hazardous Substances (RoHS) Directive. Accordingly, any product in compliance
15 with the RoHS Directive shall be considered by Plaintiff to satisfy the reformulation standard.
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19 **3. MONETARY PAYMENTS**

20 **3.1 Penalties Pursuant to Health & Safety Code §25249.7(b)**

21 Pursuant to Health & Safety Code §25249.7(b), the total civil penalty assessed shall be
22 \$15,000, which shall be apportioned as follows:
23

- 24 (a) Defendants shall receive a credit of \$13,500 in light of their prompt
25 cooperation with DiPirro in resolving this matter; and
26

27 ¹For purposes of this consent judgment, the lead by weight standard shall not apply to ingredient components of
28 solder, such as glass and ceramic additives, but shall apply to the final solder materials used in the products.

1 (b) Defendants shall pay \$1,500 in civil penalties on or before August 31, 2008.

2 All payments made pursuant to this Section 3.1 shall be payable to the "HIRST &
3 CHANLER LLP in Trust For Michael DiPirro" and shall be delivered to plaintiff's counsel at the
4 following address:
5

6 HIRST & CHANLER LLP
7 Attn: Proposition 65 Controller
8 455 Capitol Mall
9 Capitol Mall Complex, Suite 605
10 Sacramento, CA 95814

11 **3.2 Apportionment of Penalties Received**

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

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

19 The parties acknowledge that DiPirro and his counsel offered to resolve this dispute
20 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving
21 this fee issue to be resolved after the material terms of the agreement had been settled. Defendants
22 then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had
23 been finalized. The parties then reached an accord on the compensation due to DiPirro and his
24 counsel under the private attorney general doctrine codified at California Code of Civil Procedure
25 §1021.5 for all work performed through this Settlement Agreement. Under the private attorney
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27
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1 general doctrine, defendants shall reimburse DiPirro and his counsel for fees and costs incurred as
2 a result of investigating, bringing this matter to defendants' attention, litigating, and negotiating a
3 settlement in the public interest. Defendants shall pay DiPirro and his counsel \$26,500 for all
4 attorneys' fees, expert and investigation fees, litigation and related costs. The payment shall be
5 made payable to HIRST & CHANLER LLP and shall be delivered on or before August 31, 2008,
6 at the following address:
7

8 HIRST & CHANLER LLP
9 Attn: Proposition 65 Controller
10 455 Capitol Mall
11 Capitol Mall Complex, Suite 605
12 Sacramento, CA 95814

13 **5. RELEASE OF ALL CLAIMS**

14 **5.1 Release of Defendants and Downstream Customers**

15 In further consideration of the promises and agreements herein contained, and for the
16 payments to be made pursuant to Sections 3 and 4, DiPirro, on behalf of himself, his past and
17 current agents, representatives, attorneys, successors, and/or assignees, and in the interest of the
18 general public, hereby waives all rights to institute or participate in, directly or indirectly, any form
19 of legal action and releases all claims, including, without limitation, all actions, and causes of
20 action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,
21 losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys'
22 fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively
23 "claims"), against defendants and each of their downstream wholesalers, distributors, licensors,
24 licensees, auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users, parent
25 companies, corporate affiliates, subsidiaries, and their respective officers, directors, attorneys,
26 representatives, shareholders, agents, and employees, sister and parent entities (collectively
27
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1 "releasees"). This release is limited to those claims that arise under Proposition 65, as such claims
2 relate to defendants' alleged failure to warn about exposures to the listed chemical contained in the
3 products.
4

5 The parties further understand and agree that this release shall not extend upstream to any
6 entities that manufactured the products or any component parts thereof, or any distributors or
7 suppliers who sold the products or any component parts thereof to defendants. This settlement
8 does not release any downstream party (including integrators and retailers) that either caused
9 exposure to lead from components not supplied by defendants or, as to the future, fails to transmit
10 the requisite warnings provided by defendants in paragraph 2.1 set forth in this Settlement
11 Agreement.
12

13 **5.2 Defendants' Release of DiPirro**

14 Defendants waive any and all claims against DiPirro, his attorneys, and other
15 representatives for any and all actions taken or statements made (or those that could have been
16 taken or made) by DiPirro and his attorneys and other representatives, whether in the course of
17 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
18 and/or with respect to the products.
19

20 **6. COURT APPROVAL**

21 This Consent Judgment is not effective until it is approved and entered by the Court and
22 shall be null and void if, for any reason, it is not approved and entered by the Court within one
23 year after it has been fully executed by all parties, in which event any monies that have been
24 provided to plaintiff or his counsel, pursuant to Section 3 and/or Section 4 above, shall be
25 refunded within fifteen (15) days after receiving written notice from defendants that the one-year
26 period has expired.
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7. **SEVERABILITY**

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

8. **ATTORNEYS' FEES**

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

9. **GOVERNING LAW**

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

10. **NOTICES**

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

1 To Defendant:

2 Brian M. Ledger
3 GORDON & REES LLP
4 101 W. Broadway, Suite 2000
5 San Diego, CA 92101

6 To DiPirro:

7 Proposition 65 Coordinator
8 HIRST & CHANLER LLP
9 2560 Ninth Street
10 Parker Plaza, Suite 214
11 Berkeley, CA 94710-2565

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

14 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

19 DiPirro agrees to comply with the reporting form requirements referenced in Health &
20 Safety Code §25249.7(f).

21 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

22 DiPirro and defendants agree to mutually employ their best efforts to support the entry of
23 this Agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court
24 in a timely manner. The parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a
25 noticed motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the
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1 parties agree to file a Motion to Approve the Agreement (motion). Defendants shall have no
 2 additional responsibility to plaintiff's counsel pursuant to Code of Civil Procedure §1021.5 or
 3 otherwise with regard to reimbursement of any fees and costs incurred with respect to the
 4 preparation and filing of the motion or with regard to plaintiff's counsel appearing for a hearing
 5 thereon.
 6

7 **14. MODIFICATION**

8 This Consent Judgment may be modified only: (1) by written agreement of the parties and
 9 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion
 10 of any party and entry of a modified Consent Judgment by the Court. The Attorney General shall
 11 be served with notice of any proposed modification to this Consent Judgment at least fifteen (15)
 12 days in advance of its consideration by the Court.
 13

14 **15. AUTHORIZATION**

15 The undersigned are authorized to execute this Consent Judgment on behalf of their
 16 respective parties and have read, understood, and agree to all of the terms and conditions of this
 17 Consent Judgment.
 18

AGREED TO:	AGREED TO:
Date: _____	Date: <u>21 July 2008</u>
By: _____	By: 
Plaintiff, MICHAEL DIPIRRO	Defendant, ALYHON MICRO, INC.

1 parties agree to file a Motion to Approve the Agreement (motion). Defendants shall have no
2 additional responsibility to plaintiff's counsel pursuant to Code of Civil Procedure §1021.5 or
3 otherwise with regard to reimbursement of any fees and costs incurred with respect to the
4 preparation and filing of the motion or with regard to plaintiff's counsel appearing for a hearing
5 thereon.
6

7 **14. MODIFICATION**

8 This Consent Judgment may be modified only: (1) by written agreement of the parties and
9 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion
10 of any party and entry of a modified Consent Judgment by the Court. The Attorney General shall
11 be served with notice of any proposed modification to this Consent Judgment at least fifteen (15)
12 days in advance of its consideration by the Court.
13

14 **15. AUTHORIZATION**

15 The undersigned are authorized to execute this Consent Judgment on behalf of their
16 respective parties and have read, understood, and agree to all of the terms and conditions of this
17 Consent Judgment.
18

AGREED TO:	AGREED TO:
Date: <u>8/29/08</u>	Date: _____
By: <u>[Signature]</u>	By: _____
Plaintiff, MICHAEL DIPIRRO	Defendant, ALTHON MICRO, INC.

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AGREED TO:	
Date: <u>31 July 2008</u>	
By: <u>[Signature]</u> Defendant, SAPPHIRE TECHNOLOGY LIMITED	
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Date: _____	Date: <u>8/1/08</u>
HIRST & CHANLER LLP	GORDON & REES LLP
By: _____ Christopher M. Martin Attorney for Plaintiff MICHAEL DIPIRRO	By: <u>[Signature]</u> Brian M. Ledges Attorney for Defendants ALTHON MICRO, INC.; SAPPHIRE TECHNOLOGY LIMITED

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

STIPULATION AND [PROPOSED] ORDER RE: CONSENT JUDGMENT

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<p align="center">AGREED TO:</p> <p>Date: _____</p> <p>By: _____</p> <p align="center">Defendant, SAPPHIRE TECHNOLOGY LIMITED</p>	
<p align="center">APPROVED AS TO FORM:</p> <p>Date: <u>8/28/08</u></p> <p align="center">HIRST & CHANLER LLP</p> <p>By: </p> <p align="center">Christopher M. Martin Attorney for Plaintiff MICHAEL D'IPPICCO</p>	<p align="center">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p align="center">GORDON & REES LLP</p> <p>By: _____</p> <p align="center">Brian M. Ledger Attorney for Defendants ALTHON MICRO, INC.; SAPPHIRE TECHNOLOGY LIMITED</p>

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT