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11 Attorneys for Defendants
ADVANCED MICRO DEVICES, INC.;
12 ATI TECHNOLOGIES SYSTEMS CORP.

13
14
15 SUPERIOR COURT OF CALIFORNIA
16 CITY AND COUNTY OF ALAMEDA
17 UNLIMITED CIVIL JURISDICTION
18

19 MICHAEL DIPIRRO,
20 Plaintiff,

21 v.

22 ADVANCED MICRO DEVICES, INC.;ATI
23 TECHNOLOGIES SYSTEMS CORP.; and
DOES 1 through 150, inclusive,

24 Defendants.

Case No.

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



1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff, Michael DiPirro, and
4 defendants Advanced Micro Devices, Inc. and ATI Technologies Systems Corp., ("AMD" and
5 "ATI", respectively, or "defendants"), with DiPirro, AMD, and ATI, referred to as the "parties."

6 **1.2 Plaintiff**

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

10 **1.3 Defendants**

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

14 **1.4 General Allegations**

15 Plaintiff alleges that defendants have manufactured, distributed, and/or sold TV tuner
16 cards with solder containing lead in the State of California without the requisite health hazard
17 warnings. Lead is a substance known to cause birth defects and other reproductive harm and is
18 listed pursuant to Proposition 65. Lead shall be referred to hereinafter as the "listed chemical."

19 **1.5 Product Description**

20 The products that are covered by this Consent Judgment are defined as follows: TV tuner
21 cards with solder containing lead, such as the ATI TV Wonder 200, Part Numbers 100-703260,
22 102-95201-02 and 102-95205-00. All such TV tuner cards with solder containing lead shall be
23 referred to hereinafter as "Products." Products that connect to a computer via a USB connection
24 shall be referred to hereinafter as "USB Products." USB Products are not designed to be opened
25 by consumers, and there is no reasonably anticipated exposure to the listed chemical from use of
26 USB Products. Products that are sold separately as installable PCI cards shall be referred to
27 hereinafter as "PCI Products."

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1.6 Notice of Violation

On June 26, 2007, DiPirro served defendants and various public enforcement agencies with a document entitled "60-Day Notice of Violation" (Notice) that provided defendants and such public enforcers with notice that alleged that defendants were in violation of California Health & Safety Code §25249.6 for failing to warn consumers, workers and others that the Products that defendants sold exposed users in California to the listed chemical.

1.7 Complaint

Contemporaneous with the filing of this Consent Judgment, DiPirro, who is acting in the interest of the general public in California, will file a complaint (Complaint or Action) in the Superior Court in and for the County of Alameda against AMD, ATI, and Does 1 through 150, DiPirro v. Advanced Micro Devices, Inc.; ATI Technologies Systems Corp.; and DOES 1 through 150, inclusive, alleging violations of California Health & Safety Code §25249.6, based on the alleged exposures to the listed chemical contained in the Products defendants sold.

1.8 No Admission

Defendants deny the material factual and legal allegations contained in DiPirro's Notice and Complaint and maintain that all Products that they have sold and distributed in California have been and are in compliance with all laws. Nothing in this Consent Judgment shall be construed as an admission by defendants of any fact, finding, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by defendants of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by defendants. However, this Section shall not diminish or otherwise affect defendants' obligations, responsibilities and duties under this Consent Judgment.

1.9 Consent to Jurisdiction

For purposes of this Consent Judgment only, the parties stipulate that this Court has jurisdiction over defendants as to the allegations contained in the Complaint, that venue is proper in the County of Alameda and that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment.

1 **1.10 Effective Date**

2 For purposes of this Consent Judgment, the term "Effective Date" shall mean January 1,
3 2008.

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

5 **2.1 Product Warnings**

6 After the Effective Date, defendants shall not ship for sale in California PCI Products
7 containing the listed chemical unless such Products are shipped with the clear and reasonable
8 warning set out in this Section 2.1, comply with the reformulation standards set forth in Section
9 2.3 or are otherwise exempt pursuant to Section 2.2.

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

16 Sections 2.1(a)-(c) describe defendants' options for satisfying their warning obligations
17 depending, in part, on the manner of sale. The warning requirement of Section 2.1(d) shall apply
18 regardless of the manner of sale. The following warnings will be applicable when the Product is
19 sold to consumers:

20 **(a) Retail Store Sales of PCI Products**

21 Defendants may comply with their warning obligations with respect to sales from retail
22 stores by either of the following:

23 **(i) Product Labeling.** Placing a warning on packaging, labeling, or
24 directly on each PCI Product sold in retail outlets by defendants or their agents, that states:

25 **WARNING:** The materials used in this product contain lead, a chemical
26 known to the State of California to cause birth defects and other
27 reproductive harm. Please wash hands after handling.
28

1 (ii) **Point-of-Sale Warnings.** Defendants may perform their warning
2 obligations by ensuring that signs are posted at retail outlets in the State of California where the
3 PCI Products are sold. In order to avail themselves of the point-of-sale option, defendants shall
4 provide a written notice (via certified mail in the first quarter of each calendar year) to each
5 retailer or distributor to whom defendants sell or transfer the PCI Products directly, which
6 informs such retailers or distributors that point-of-sale warnings are required at each retail
7 location in the State of California. Defendants shall include a copy of the warning signs and
8 posting instructions with such notice. The letter shall request that one or more signs be posted in
9 close proximity to the point of display of the PCI Products that states:

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

13 Where more than one product is sold in proximity to other like items or to those that do
14 not require a warning, the following statement shall be used: ¹

15 **WARNING:** The materials used in the following product(s) contain lead,
16 a chemical known to the State of California to cause birth defects or other
17 reproductive harm. Please wash hands after handling.

18 *[list products for which warning is given].*

19 Defendants shall maintain, and produce to plaintiff's counsel upon written request, which
20 request may be made no more than twice during each calendar year, a copy of all notices
21 transmitted in compliance with this section during the preceding twelve month period and proof
22 of mailing thereof.

23 **(b) Internet Sales of PCI Products.**

24 A warning may be given in conjunction with the sale of the PCI Products via the
25 Internet in the manner stated in Section 2.1(a)(i) above, or via the Internet, provided that the
26 warning appears either: (a) on the same web page on which the PCI Product is displayed; (b) on
27 the same web page as the order form for the PCI Product; (c) on the same page as the price for

28 ¹ For purposed of this Consent Judgment, "sold in proximity" shall mean that the covered product and another like item are offered for sale close enough to each other so that the consumer, under the customary conditions, could not reasonably determine which of the two items is subject to the warning sign.

1 any PCI Product; or (d) on one or more web pages displayed to a purchaser during the checkout
2 process. The following warning statement shall be used and shall appear in any of the above
3 instances adjacent to or immediately following the display, description, or price of the PCI
4 Product for which it is given in the same type size or larger as the Product description text:

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

7 Alternatively, the designated symbol may appear adjacent to or immediately following the
8 display, description, or price of the PCI Product for which a warning is being given, provided that
9 the following warning statement also appears elsewhere on the same web page:

10
11 **WARNING:** Products identified on this page with the following symbol
12 use materials that contain lead, a chemical known to the State of California
13 to cause birth defects and other reproductive harm: ▼ Please wash hands
after handling.

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

15 Where defendants sell PCI Products to individuals or entities it knows to be in the
16 business of integrating its Products into computer systems for resale ("integrator(s)"), defendants
17 shall provide the integrator with written instructions (via certified mail in the first quarter of each
18 calendar year) which instructs such integrators to provide the warning below in the manner
19 described in Section 2.1(a) above, or by attaching sticker warnings, as specified in this Section, to
20 any item which contains a PCI Product as an integrated component, prior to the resale of the
21 integrated product. Defendants shall provide the integrators with stickers printed with the
22 following warning which may be attached to each item containing an integrated product:

23 **WARNING:** The TV tuner card used in this product contains lead, a
24 chemical known to the State of California to cause birth defects and other
reproductive harm. Please wash hands after handling.

25 Defendants shall maintain, and produce to plaintiff's counsel upon written request, which request
26 may be made no more than twice during each calendar year, a copy of all written instructions
27 transmitted in compliance with this section during the preceding twelve month period and proof
28 of mailing thereof.

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(d) Manual Warnings

On or before the Effective Date, defendants shall include the following warning in twelve point font or greater on the inside front cover of its Product user manuals shipped with any non-reformulated PCI Product and available for viewing on its website, if so provided, and where defendants otherwise warn or inform their customers of the content of their PCI Products:

WARNING: The materials used in this product contain lead, a chemical known to the State of California to cause birth defects and other reproductive harm. Please wash hands after handling.

2.2 Exceptions To Warning Requirements

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

- (i) Any product manufactured and shipped by ATI before the Effective Date;
- (ii) Reformulated Products (as defined in Section 2.3 below); or
- (iii) Any product in which the only possible point of exposure to the listed chemical is embedded in a manner that a consumer or worker would not come into contact with the listed chemical under any reasonably anticipated use.

2.3 Reformulation Standards

Reformulated Products are defined as follows: any Product containing less than or equal to one-tenth of one percent (0.1%) lead by weight in each solder material, unless that material is embedded in a manner that a consumer or worker ordinarily would not come into contact with the lead under any reasonably anticipated use;² and any product that otherwise complies with the European Union’s Reduction of Hazardous Substances Directive (“RoHS Directive”). The warnings required pursuant to Section 2.1 above shall not be required for Reformulated Products.

2.4 Reformulation Commitment

Defendants represent that all Products that they currently manufacture are Reformulated Products because they comply with the RoHS Directive, and all Products they ship for sale in California after the Effective Date shall qualify as Reformulated Products, be exempt from the

² 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 warning requirements of Section 2.1 pursuant to Section 2.2, or shall be accompanied by a
2 warning in compliance with Section 2.1.

3 **3. MONETARY PAYMENTS**

4 **3.1 Penalties Pursuant to Health & Safety Code §25249.7(b)**

5 Pursuant to Health & Safety Code §25249.7(b), the total civil penalty assessed against
6 AMD and ATI collectively shall be \$40,000, which shall be apportioned as follows:

- 7 (a) Defendants shall receive a credit of \$20,000 in light of their prompt
8 cooperation with DiPirro in resolving this matter and their reformulation of
9 their Products sold in California;
- 10 (b) Defendants shall pay a total of \$8,000 in civil penalties on or before
11 December 31, 2007;
- 12 (c) Defendants shall pay the remaining \$12,000 in civil penalties on or before
13 February 28, 2008. This payment will be waived provided that defendants
14 submit a report to DiPirro on or before February 1, 2008, which sets forth,
15 in sufficient detail, their efforts to remove lead from their Products.

16 All payments made pursuant to this Section 3.1 shall be payable to the "HIRST &
17 CHANLER LLP in Trust For Michael DiPirro" and shall be delivered to plaintiffs counsel at the
18 following address:

19 HIRST & CHANLER LLP
20 Attn: Proposition 65 Controller
21 2560 Ninth Street
22 Parker Plaza, Suite 214
23 Berkeley, CA 94710-2565

24 **3.2 Apportionment of Penalties Received**

25 All penalty monies received shall be apportioned by DiPirro in accordance with Health &
26 Safety Code §25192, with 75% of these funds remitted by DiPirro to the State of California's
27 Office of Environmental Health Hazard Assessment and the remaining 25% of these penalty
28 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
penalties paid in accordance with this Section.

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

2 The parties acknowledge that DiPirro and his counsel offered to resolve this dispute
3 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving
4 this fee issue to be resolved after the material terms of the agreement had been settled.
5 Defendants then expressed a desire to resolve the fee and cost issue shortly after the other
6 settlement terms had been finalized. The parties then reached an accord on the compensation due
7 to DiPirro and his counsel under the private attorney general doctrine codified at California Code
8 of Civil Procedure § 1021.5 for all work performed through the Court's approval of this
9 agreement. Under the private attorney general doctrine, defendants shall reimburse DiPirro and
10 his counsel for fees and costs incurred as a result of investigating, bringing this matter to
11 defendants' attention, litigating, and negotiating a settlement in the public interest and seeking the
12 Court's approval of the settlement agreement. Defendants shall pay DiPirro and his counsel
13 \$29,000 for all attorneys' fees, expert and investigation fees, litigation and related costs. The
14 payment shall be made payable to HIRST & CHANLER LLP and shall be delivered on or before
15 December 31, 2007, at the following address:

16 HIRST & CHANLER LLP
17 Attn: Proposition 65 Controller
18 2560 Ninth Street
19 Parker Plaza, Suite 214
20 Berkeley, CA 94710-2565

21 **5. RELEASE OF ALL CLAIMS**

22 **5.1 Release of Defendants 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
27 form of legal action and releases all claims, including, without limitation, all actions, and causes
28 of 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

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

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

18 **5.2 Defendants' Release of DiPirro**

19 Defendants waive any and all claims against DiPirro, his attorneys, and other
20 representatives for any and all actions taken or statements made (or those that could have been
21 taken or made) by DiPirro and his attorneys and other representatives, whether in the course of
22 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this
23 matter, and/or with respect to the Products.

24 **6. COURT APPROVAL**

25 This Consent Judgment is not effective until it is approved and entered by the Court and
26 shall be null and void if, for any reason, it is not approved and entered by the Court within one
27 year after it has been fully executed by all parties, in which event any monies that have been
28 provided to plaintiff or his counsel, pursuant to Section 3 and/or Section 4 above, shall be

1 refunded within fifteen (15) days after receiving written notice from defendants that the one-year
2 period has expired.

3 **7. SEVERABILITY**

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

7 **8. ATTORNEYS' FEES**

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

12 **9. GOVERNING LAW**

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

19 **10. NOTICES**

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

24 To Defendants:

25 R. Morgan Gilhuly
26 BARG COFFIN LEWIS & TRAPP LLP
27 One Market, Steuart Tower, Suite 2700
28 San Francisco, CA 94105-1475

1 To DiPirro:

2 Proposition 65 Coordinator
3 HIRST & CHANLER LLP
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710-2565

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

9 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

16 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

17 DiPirro and defendants agree to mutually employ their best efforts to support the entry of
18 this Agreement as a Consent Judgment and obtain approval of the Consent Judgment by the
19 Court in a timely manner. The parties acknowledge that, pursuant to Health & Safety Code §
20 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment.
21 Accordingly, the parties agree to file a Motion to Approve the Agreement (motion). Defendants
22 shall have no additional responsibility to plaintiff's counsel pursuant to Code of Civil Procedure
23 § 1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with respect to
24 the preparation and filing of the motion or with regard to plaintiff's counsel appearing for a
25 hearing thereon.

26 **14. MODIFICATION**

27 This Consent Judgment may be modified only: (1) by written agreement of the parties and
28 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful
motion of any party and entry of a modified Consent Judgment by the Court. The Attorney

1 General shall be served with notice of any proposed modification to this Consent Judgment at
2 least fifteen (15) days in advance of its consideration by the Court.

3 **15. AUTHORIZATION**

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

7
8 **AGREED TO:**

9 Date: _____

10
11 By: _____

12 Plaintiff, MICHAEL DIPIRRO

AGREED TO:

Date: _____

By: _____

Defendant, ADVANCED MICRO
DEVICES, INC.

AGREED TO:

Date: _____

By: _____

Defendant, ATI TECHNOLOGIES
SYSTEMS CORP.

APPROVED AS TO FORM:

20 Date: _____

21 By: _____

22 Christopher M. Martin
23 Attorney for Plaintiff
MICHAEL DIPIRRO

APPROVED AS TO FORM:

Date: _____

By: _____

R. MORGAN GILHULY
Attorney for Defendants
ADVANCED MICRO DEVICES, INC.
and ATI TECHNOLOGIES SYSTEMS
CORP.

26 **IT IS SO ORDERED.**

27 Date: _____

JUDGE OF THE SUPERIOR COURT

1 General shall be served with notice of any proposed modification to this Consent Judgment at
2 least fifteen (15) days in advance of its consideration by the Court.

3 **15. AUTHORIZATION**

4 The undersigned are authorized to execute this Consent Judgment on behalf of their
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6 Consent Judgment.

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AGREED TO:

Date: _____

By: _____

Plaintiff, MICHAEL DIPIRRO

AGREED TO:

Date: 12/21/07

By: 

Defendant, ADVANCED MICRO DEVICES, INC.

AGREED TO:

Date: 12/21/07

By: 

Defendant, ATI TECHNOLOGIES SYSTEMS CORP.

APPROVED AS TO FORM:

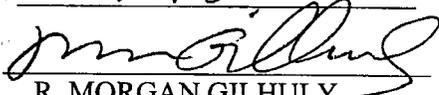
Date: _____

By: _____

Christopher M. Martin
Attorney for Plaintiff
MICHAEL DIPIRRO

APPROVED AS TO FORM:

Date: 1/3/08

By: 

R. MORGAN GILHULY
Attorney for Defendants
ADVANCED MICRO DEVICES, INC.
and ATI TECHNOLOGIES SYSTEMS CORP.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1 General shall be served with notice of any proposed modification to this Consent Judgment at
2 least fifteen (15) days in advance of its consideration by the Court.

3 **15. AUTHORIZATION**

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

7
8 **AGREED TO:**

9 Date: _____

10
11 By: _____

12 Plaintiff, MICHAEL DIPIRRO

AGREED TO:

Date: _____

By: _____

Defendant, ADVANCED MICRO
DEVICES, INC.

AGREED TO:

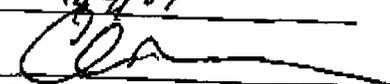
Date: _____

By: _____

Defendant, ATI TECHNOLOGIES
SYSTEMS CORP.

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19 **APPROVED AS TO FORM:**

20 Date: 12/4/07

21 By: 

22 Christopher M. Martin
23 Attorney for Plaintiff
MICHAEL DIPIRRO

APPROVED AS TO FORM:

Date: _____

By: _____

R. MORGAN GILHULY
Attorney for Defendants
ADVANCED MICRO DEVICES, INC.
and ATI TECHNOLOGIES SYSTEMS
CORP.

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26 **IT IS SO ORDERED.**

27 Date: _____

28 _____
JUDGE OF THE SUPERIOR COURT

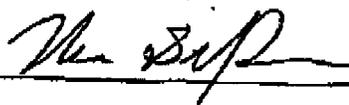
1 General shall be served with notice of any proposed modification to this Consent Judgment at
2 least fifteen (15) days in advance of its consideration by the Court.

3 **15. AUTHORIZATION**

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

8 **AGREED TO:**

9 Date: 12/05/07

10
11 By: 

12 Plaintiff, MICHAEL DIFIRRO

AGREED TO:

Date: _____

By: _____

Defendant, ADVANCED MICRO
DEVICES, INC.

AGREED TO:

Date: _____

By: _____

Defendant, ATI TECHNOLOGIES
SYSTEMS CORP.

APPROVED AS TO FORM:

20 Date: _____

21 By: _____

22 Christopher M. Martin
23 Attorney for Plaintiff
MICHAEL DIFIRRO

APPROVED AS TO FORM:

Date: _____

By: _____

R. MORGAN GILHULY
Attorney for Defendants
ADVANCED MICRO DEVICES, INC.
and ATI TECHNOLOGIES SYSTEMS
CORP.

26 **IT IS SO ORDERED.**

27 Date: _____

JUDGE OF THE SUPERIOR COURT

Exhibit A
List of Downstream Releasees

All of AMD's and ATI's downstream wholesalers, licensors, licensees, auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, sister and parent entities, and original equipment manufacturers and distributors, specifically including but not limited to the following distributors:

Althon Canada
Althon US
ASI
Bell Micro
D&H Distributing
Exxact
Ingram Canada
Ingram US
Microcenter
Samtack
Samtack US
Synnex Canada
Synnex US
Techdata Canada
Techdata US