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 6 Magnolia Lane (off Huckleberry Hill)
 New Canaan, CT 06840-3801
 7 Tel: (203) 966-9911

ENDORSED
 FILED
 ALAMEDA COUNTY

MAY 2 - 2001

CLERK OF THE SUPERIOR COURT
 By LOIS J. KRAUSSE Deputy

8 Attorneys for Plaintiff
 MICHAEL DIPIRRO
 9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 IN AND FOR THE COUNTY OF ALAMEDA

12

| | | |
|----------------------------------|---|--------------------------|
| 13 MICHAEL DIPIRRO, |) | Case No. H217589-8 |
| |) | |
| 14 Plaintiff, |) | |
| |) | |
| 15 v. |) | |
| |) | STIPULATION FOR ENTRY OF |
| 16 PHILIPS ECG PRODUCTS; PHILIPS |) | CONSENT JUDGMENT |
| CONSUMER ELECTRONICS COMPANY; |) | |
| 17 PHILIPS ELECTRONICS NORTH |) | |
| AMERICA CORPORATION; and DOES 1 |) | |
| 18 through 1000, |) | |
| |) | |
| 19 Defendants. |) | |
| |) | |

20

21 This Stipulation for Entry of Consent Judgment
 22 ("Agreement") is entered into as of April 26, 2001, (the
 23 "Effective Date") by and between Michael DiPirro ("DiPirro"),
 24 a California citizen, and the following four entities:
 25 Philips Electronics North America Corporation, a Delaware
 26 corporation ("Philips"), Philips Consumer Electronics Company,
 27 a division of Philips, Philips ECG Products, a former trade
 28 name of Philips (collectively, "the Philips Entities"), and
 CONSENT JUDGMENT

1 Crutchfield Corporation, a Virginia corporation
2 ("Crutchfield") (collectively, "the Settling Entities").
3 DiPirro and the Settling Entities (collectively "the Parties")
4 agree that judgment be entered in the above-entitled action in
5 accordance with the following terms and conditions:

6
7 **WHEREAS:**

8 A. DiPirro is an individual residing in San
9 Francisco, California who seeks to promote awareness of
10 exposures to toxic chemicals and to improve human health by
11 reducing or eliminating hazardous substances contained in
12 consumer and industrial products;

13 B. Beginning on October 11, 2000, DiPirro, acting
14 on behalf of the citizens of the State of California, served
15 the Settling Entities and various public enforcement agencies
16 with documents entitled "60 Day Notice of Violation" ("the
17 Notices") which notified the Settling Entities and such public
18 enforcers that the Settling Entities were allegedly in
19 violation of Health & Safety Code § 25249.6 for failing to
20 warn purchasers that use of solder kits and soldering irons,
21 including but not limited to the Philips ECG J-500KT Soldering
22 Iron/Torch Kit ("the Products") for soldering and other
23 similar applications allegedly exposes persons to lead and
24 formaldehyde, chemicals listed under Proposition 65 as
25 chemicals known to the State of California to cause cancer,
26 birth defects and other reproductive harm;

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1 C. Prior to receiving the Notice, Crutchfield
2 distributed the Products for sale in California;

3 D. Crutchfield asserts that as soon as Crutchfield
4 received the Notice, it removed the Products from its catalog
5 and ceased all sales of the Products in California;

6 E. Until December 20, 2000, Philips owned the
7 business with the trade name "Philips ECG Products" which
8 imported and distributed for sale in California the ECG J-
9 500KT Soldering Iron/Torch Kit;

10 F. As of December 20, 2000, Philips sold the
11 business with the trade name "Philips ECG Products" and no
12 longer imports, distributes or sells in California the
13 Products, including but not limited to the ECG J-500KT
14 Soldering Iron/Torch Kit;

15 G. On December 29, 2000, DiPirro, acting on behalf
16 of the citizens of the State of California, filed a complaint
17 entitled Michael DiPirro v. Philips ECG Products, et al. in
18 the Superior Court of Alameda County (Case No. H217589-8)
19 ("the Philips Action") naming the Philips Entities as
20 defendants and alleging violations of Business & Professions
21 Code § 17200 and Health & Safety Code § 25249.6 on behalf of
22 individuals in California who allegedly have been exposed to
23 chemicals listed pursuant to Proposition 65 through use of the
24 Products manufactured and/or distributed by the Philips
25 Entities for sale in California.

26 G. On December 29, 2000, DiPirro, acting on behalf
27 of the citizens of the State of California, filed a complaint
28

CONSENT JUDGMENT

entitled Michael DiPirro v. Crutchfield Corporation in the Superior Court of Alameda County (Case No. H217590-4) ("the Crutchfield Action") naming Crutchfield Corporation and various "Does" as defendants and alleging violations of Business & Professions Code § 17200 and Health & Safety Code § 25249.6 on behalf of individuals in California who allegedly have been exposed to chemicals listed pursuant to Proposition 65 through use of the Products manufactured and/or distributed by Crutchfield for sale in California.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. No Admissions. Nothing in this Agreement shall be construed as an admission by the Settling Entities of any fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by the Settling Entities of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Settling Entities under this Agreement.

2. Product Warning. Crutchfield asserts that it halted all sales of the Products in California after receiving the Notice from DiPirro. The Philips Entities assert that they ceased distribution and sale in California of the Products after the December 20, 2000 sale of the Philips ECG Products business. The Settling Entities agree that in the future they will not knowingly sell the Products in California

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1 reimbursed, thereby leaving this open issue to be resolved
2 after the material terms of the agreement had been reached and
3 the matter settled. The Settling Entities then expressed a
4 desire to resolve the fee and cost issue concurrently with
5 other settlement terms, so the Parties tried to reach an
6 accord on the compensation due to DiPirro and his counsel
7 under the private attorney general doctrine codified at C.C.P.
8 \$1021.5.

9 In full reimbursement for all costs and legal fees
10 incurred by DiPirro in investigation and prosecution of the
11 issues raised in the Notices, the Parties agree that the
12 Settling Entities will pay DiPirro the sum of \$22,200.00
13 (twenty two thousand two hundred dollars) within ten (10)
14 calendar days of the Effective Date, made payable to "Chanler
15 Law Group."

16 **5. Dismissal and Entry of Judgment.** On the
17 Effective Date, DiPirro shall file (1) a dismissal with
18 prejudice in the Crutchfield Action and (2) this Stipulation
19 for Entry of Consent Judgment in the Philips Action.

20 **6. Court Approval.** If all or any part of this
21 Agreement is modified or disapproved by the Court, this
22 Agreement shall continue in full force and effect, the *res*
23 *judicata* effect of which shall be limited only by the scope of
24 the consent judgment, if any, as entered by the Court in the
25 instant action.

26 **7. DiPirro's Release Of the Settling**
27 **Entities.** DiPirro, by this Agreement, on behalf of himself,

28 CONSENT JUDGMENT

1 his agents, representatives, attorneys, assigns and the
2 citizens of the State of California, waives all rights to
3 institute or participate in, directly or indirectly, any form
4 of legal action, and releases all claims, liabilities,
5 obligations, losses, costs, expenses, fines and damages,
6 against the Settling Entities and their distributors,
7 retailers, licensors, customers, directors, officers,
8 employees, affiliates, successors and assigns, whether under
9 Proposition 65 or the Business & Profession Code § 17200 et
10 seq. based on any failure to warn about chemicals listed
11 pursuant to Proposition 65 contained in or included with the
12 Products.

13 **8. The Settling Entities' Release Of DiPirro.** The
14 Settling Entities, by this Agreement, waive all rights to
15 institute any form of legal action against DiPirro and his
16 attorneys or representatives, for all actions or statements
17 made by DiPirro, and his attorneys or representatives, in the
18 course of seeking enforcement of Proposition 65 or Business &
19 Profession Code § 17200 with regard to the Settling Entities'
20 alleged failure to warn about exposure to chemicals listed
21 pursuant to Proposition 65 contained in the Products.

22 **9. Severability.** In the event that any of the
23 provisions of this Agreement are held by a court to be
24 unenforceable, the remaining provisions shall remain valid and
25 enforceable.

26 **10. Attorneys' Fees.** In the event that a dispute
27 arises with respect to any provision(s) of this Agreement, the

28 CONSENT JUDGMENT

1 prevailing party shall be entitled to recover costs and
2 reasonable attorneys' fees.

3 **11. Governing Law.** The terms of this Agreement
4 shall be governed by the laws of the State of California.

5 **12. Notices.**

6 All correspondence to Michael DiPirro shall be
7 mailed to:

8 David Bush, Esq.
9 Bush & Henry, Attorneys at Law
10 4400 Keller Avenue, Suite 200
11 Oakland, CA 94605
12 (510) 577-0747

13 Or

14 Clifford A. Chanler, Esq.
15 Chanler Law Group
16 Magnolia Lane (off Huckleberry Hill)
17 New Canaan, CT 06840-3801
18 (203) 966-9911

19 All correspondence to the Settling Entities
20 shall be mailed to:

21 Patricia L. Shanks, Esq.
22 McCutchen, Doyle, Brown & Enersen, LLP
23 355 South Grand Avenue, Suite 4400
24 Los Angeles, CA 90071-1560
25 (213) 680-6400

26 **13. Compliance With Reporting Requirements.** The
27 Parties agree to comply with the reporting requirements
28 referenced in Health & Safety Code § 25249.7(f). As of the
Effective Date, the California Attorney General's reporting
forms are not available. The Plaintiff shall send a copy of
this Agreement to the California Attorney General's Office
prior to or concurrently with lodging the Consent Judgment
with the Superior Court of Alameda County.


CONSENT JUDGMENT

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14. Counterparts and Facsimile. This Agreement may be executed in counterparts and by facsimile. Each executed counterpart shall be deemed an original and all executed counterparts, when taken together, shall constitute one and the same document.

15. Authorization. The undersigned are authorized to execute this Agreement on behalf of their respective parties and have read, understood and agreed to all of the terms and conditions of this Agreement.

Dated: 4/24/01

MICHAEL DIPIRRO
By 
Michael DiPirro

Dated: _____

PHILIPS CONSUMER ELECTRONICS COMPANY By

Thomas M. Hafner, Esq.
Vice President and General Counsel
Philips Electronics North America Corporation

PHILIPS ELECTRONICS NORTH AMERICA CORPORATION
By

Thomas M. Hafner, Esq.
Vice President and General Counsel
Philips Electronics North America Corporation

CONSENT JUDGMENT

1 14. Counterparts and Facsimile. This Agreement may
2 be executed in counterparts and by facsimile. Each executed
3 counterpart shall be deemed an original and all executed
4 counterparts, when taken together, shall constitute one and
5 the same document.

6 15. Authorization. The undersigned are authorized
7 to execute this Agreement on behalf of their respective
8 parties and have read, understood and agreed to all of the
9 terms and conditions of this Agreement.


10
11
12 Dated: _____

MICHAEL DIPIRRO
By

Michael DiPirro

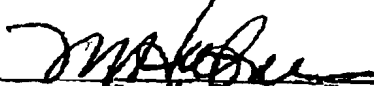
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16 Dated: April 27, 2001

PHILIPS CONSUMER ELECTRONICS
COMPANY By

17
18 

Thomas M. Hainer, Esq.
Vice President and General
Counsel
Philips Electronics North
America Corporation

19
20
21
22
23 PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION
By

24
25 

Thomas M. Hainer, Esq.
Vice President and General
Counsel
Philips Electronics North
America Corporation

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28 CONSENT JUDGMENT

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PHILIPS ECG PRODUCTS

By



Thomas M. Heiner, Esq.
Vice President and General
Counsel
Philips Electronics North
America Corporation

Dated: _____

CRUTCHFIELD CORPORATION

By

Ronald Solomon, Esq.
General Counsel
Crutchfield Corporation

APPROVED AS TO FORM:


APPROVED AS TO FORM:

DATE: _____

DATE: April 23, 2001

McCUTCHEM, DOYLE, BROWN &
ENERSEN, LLP

David Bush
Attorneys for Plaintiff
MICHAEL DIPIRRO

By: 
Mary Moss Appleton
Attorneys for
PHILIPS ECG PRODUCTS;
PHILIPS CONSUMER
ELECTRONICS COMPANY;
PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION

CONSENT JUDGMENT

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PHILIPS ECG PRODUCTS
By

Thomas M. Hafner, Esq.
Vice President and General
Counsel
Philips Electronics North
America Corporation

Dated: _____

CRUTCHFIELD CORPORATION
By

Ronald Solomon, Esq.
General Counsel
Crutchfield Corporation

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DATE: _____

DATE: April 23, 2001

MCCUTCHEN, DOYLE, BROWN &
ENERSEN, LLP

David Bush
Attorneys for Plaintiff
MICHAEL DIPIRRO

By: _____
Mary Moss Appleton
Attorneys for
PHILIPS ECG PRODUCTS;
PHILIPS CONSUMER
ELECTRONICS COMPANY;
PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION

CONSENT JUDGMENT

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PHILIPS ECG PRODUCTS
By

Thomas M. Hafner, Esq.
Vice President and General
Counsel
Philips Electronics North
America Corporation

Dated: _____

CRUTCHFIELD CORPORATION
By

Ronald Solomon, Esq.
General Counsel
Crutchfield Corporation

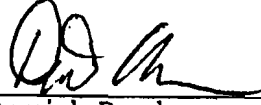
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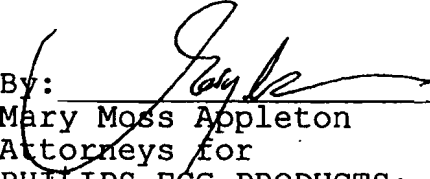
APPROVED AS TO FORM:

DATE: April 24, 2001

DATE: April 22, 2001

McCUTCHEM, DOYLE, BROWN &
ENERSEN, LLP


David Bush
Attorneys for Plaintiff
MICHAEL DIPIRRO

By: 
Mary Moss Appleton
Attorneys for
PHILIPS ECG PRODUCTS;
PHILIPS CONSUMER
ELECTRONICS COMPANY;
PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION

CONSENT JUDGMENT

EXHIBIT A

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1. Solder
2. Soldering Iron/Torch Kits

CONSENT JUDGMENT