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7 Attorneys for Defendants Ying Wu,
Gerald Soloway, Betsy S. Atkins, Shao Ning J.
8 Chou, Michael Sophie, William Huang, Russell
Boltwood, Hong Liang Lu, Larry D. Horner,
9 Thomas J. Toy, Francis P. Barton, Allen U.
Lenzmeier and Nominal Defendant, UTStarcom, Inc.

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12 ERNESTO ESPINOZA, Derivatively On)
13 Behalf of UTSTARCOM, INC.,)

14 Plaintiff,)

15 v.)

16 YING WU,)
HONG LIANG LU,)
17 FRANCIS P. BARTON,)
WILLIAM HUANG,)
18 RUSSELL BOLTWOOD,)
THOMAS J. TOY,)
19 LARRY D. HORNER,)
JEFF CLARKE,)
20 ALLEN U. LENZMEIER,)
MICHAEL SOPHIE,)
21 GERALD S. SOLOWAY,)
SHAO NING J. CHOU,)
22 DAVID A. ROBISON,)
MASAYOSHI SON,)
23 CHAUNCEY SHEY,)
BETSY S. ATKINS,)
24 and DOES 1-25, inclusive,)

25 Defendants.)

26 -and-)

27 UTSTARCOM, INC., a Delaware corporation,)

28 Nominal Defendant.)

CASE NO.: 3-06-CV-07296 (JCS)

**NOTICE OF STIPULATION TO
EXTEND DEFENDANTS' TIME TO
RESPOND TO PLAINTIFF'S
COMPLAINT**

NOTICE OF STIPULATION TO EXTEND
DEFENDANTS' TIME TO RESPOND TO PLAINTIFF'S
COMPLAINT
CASE NO. 3-06-CV-07296 (JCS)

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Defendants Ying Wu, Gerald Soloway, Betsy S. Atkins, Shao Ning J. Chou, Michael Sophie, William Huang, Russell Boltwood, Hong Liang Lu, Larry D. Horner, Thomas J. Toy, Francis P. Barton, Allen U. Lenzmeier and Nominal Defendant, UTStarcom, Inc., hereby give notice that the parties have stipulated to extend defendants' time to answer or otherwise respond to the complaint in the above-captioned matter until February 2, 2007, as set forth in Exhibit A to this Notice.

Respectfully submitted,

Dated: December 11, 2006

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304-1050

By: /s/ Bahram Seyedin-Noor
 Bahram Seyedin-Noor

Attorneys for Defendants Ying Wu,
Gerald Soloway, Betsy S. Atkins, Shao Ning J.
Chou, Michael Sophie, William Huang, Russell
Boltwood, Hong Liang Lu, Larry D. Horner,
Thomas J. Toy, Francis P. Barton, Allen U.
Lenzmeier and Nominal Defendant, UTStarcom, Inc.

Dated: December 12, 2006

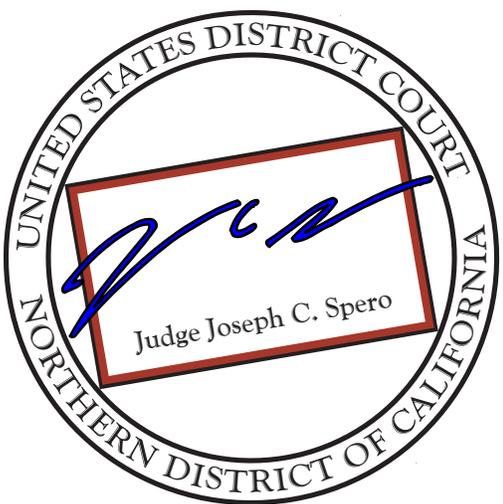


EXHIBIT A

ROBBINS UMEDA & FINK, LLP

ATTORNEYS AT LAW

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BENJAMIN ROZWOD

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*Admitted in CA & CT
8 Admitted in CA, CNMI & Guam
⁴Admitted in CA & MA
[‡]Admitted in TN only

December 11, 2006

VIA ELECTRONIC MAIL

Terry T. Johnson
WILSON, SONSINI, GOODRICH & ROSATI
650 Page Mill Road
Palo Alto, CA 94304-1050

Re: *Espinoza v. Ying Wu et al.*, Case No. 3-06-CV-07296 (JCS) (N.D. Cal.)

Dear Terry:

Pursuant to our discussion earlier, Plaintiff and defendants Ying Wu, Gerald Soloway, Betsy S. Atkins, Shao Ning J. Chou, Michael Sophie, William Huang, Russell Boltwood, Hong Liang Lu, Larry D. Horner, Thomas J. Toy, Francis P. Barton, Allen Lenzmeier and nominal defendant UtStarcom, Inc. agree that they shall respond to the complaint filed in state court on or before February 2, 2007. Plaintiff does not believe that defendant Wu's removal was proper and plaintiff intends to move to remand the case to state court if defendants will not so stipulate. Nothing in this agreement for an extension should be construed as waiving Plaintiff's right to object to jurisdiction in federal court and defendants explicitly agree that this agreement does not subject plaintiff to the jurisdiction of this Court.

Please contact me immediately if this does not comport with your understanding of our agreement.

Very truly yours,



MARC M. UMEDA

MMU/bg