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11 Attorneys for Defendant *Specially Appearing*  
 Brilliant Manufacturing Ltd.

13 UNITED STATES DISTRICT COURT  
 14 NORTHERN DISTRICT OF CALIFORNIA  
 15 SAN FRANCISCO DIVISION

17 Procurement Partners International, Inc.,  
 18 Plaintiff,  
 19 v.  
 20 Brilliant Manufacturing Ltd., and DOES 1  
 through 10, inclusive,  
 21 Defendants.

No. C 07-00890 MHP

**STIPULATION FOR EXTENSION OF  
 TIME TO RESPOND TO COMPLAINT;  
~~PROPOSED~~ ORDER**

[Complaint filed on Jan. 5, 2007 in  
 San Francisco Superior Court, Case  
 No. CGC-07-459332; Removal filed on  
 Feb. 12, 2007]

**STIPULATION**

25 1. WHEREAS plaintiff Procurement Partners International, Inc. ("PPI" or "plaintiff")  
 26 filed its Complaint in this action on January 5, 2007 in the San Francisco County Superior Court,  
 27 Case No. CGC0970459332;

1           2.       WHEREAS PPI delivered its Complaint to defendant Brilliant Manufacturing Ltd.  
2 ("Brilliant" or "defendant") in Singapore on January 11, 2007;

3  
4           3.       WHEREAS Brilliant removed the Complaint to this Court on February 12, 2007;

5  
6           4.       WHEREAS the deadline for Brilliant to respond to plaintiff's Complaint is  
7 February 20, 2007;

8  
9           5.       WHEREAS PPI and Brilliant seek additional time to allow all parties to engage in  
10 good faith settlement discussions that involve both this action and a related action currently  
11 pending between the parties in the High Court of the Republic of Singapore, entitled Brilliant  
12 Manufacturing Ltd. v. Procurement Partners International, Inc., Case No. S680/2006/T;

13  
14           6.       WHEREAS the parties have not previously requested extensions of time from this  
15 Court;

16  
17           7.       WHEREAS PPI has agreed to grant Brilliant an extension of time up to and  
18 including Friday March 30, 2007 (46 days) to respond to PPI's Complaint, so that all parties may  
19 discuss possible settlement;

20  
21           8.       WHEREAS the parties have further agreed that this stipulation is entered into  
22 under a full reservation of rights and without prejudice to any party, such that neither party will  
23 argue or contend that the other party violated any court order (including any order of the High  
24 Court of the Republic of Singapore in suit number S680/2006/T), or waived any rights to contest  
25 personal jurisdiction or the appropriateness of this forum considering the existence of the  
26 Singapore action and/or claims asserted therein, or to assert forum non conveniens as to this Court,  
27 when it removed this case from state court to this Court, when it negotiated, communicated  
28 regarding, and signed this stipulation and presented it to this Court, or when it negotiates and

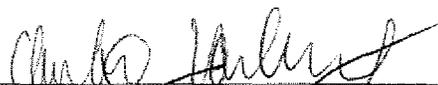
1 communicates regarding possible settlement. This includes, without limitation, any  
2 communications or actions by the parties regarding removal, this stipulation, or regarding  
3 settlement or Brilliant's request for an extension to respond to the Complaint herein.  
4

5 NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the parties,  
6 subject to the consent of this Honorable Court, that Brilliant may have an extension of time up to  
7 and including March 30, 2007 to respond to the Complaint.  
8

9 Dated: February \_\_, 2007 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

10  
11 By 15/  
12 Phillip A. Davis  
13 Ted C. Lindquist, III  
14 Attorneys for Defendant *Specially Appearing*  
15 BRILLIANT MANUFACTURING LTD.

16 Dated: February 16, 2007 BAKER & MCKENZIE LLP

17 By   
18 Bruce H. Jackson  
19 Christopher Van Gundy  
20 Attorneys for Plaintiff  
21 PROCUREMENT PARTNERS INTERNATIONAL,  
22 INC.  
23

24 ~~PROPOSED~~

25 ORDER

26 Upon consideration of the foregoing stipulation and good cause appearing therefor: IT IS  
27 HEREBY ORDERED that defendant Brilliant shall have up to and including March 30, 2007 to  
28 respond to the Complaint. Accordingly, the deadlines set forth in this Court's Order Setting Initial  
Case Management Conference and ADR Deadlines filed February 12, 2007 are all continued 30  
days, and the Case Management Conference is continued to June 25, 2007.

1 IT IS FURTHER ORDERED that this Order and the accompanying stipulation are  
 2 entered into under a full reservation of rights and without prejudice to any party, such that neither  
 3 party will argue or contend that the other party violated any court order (including any order of the  
 4 High Court of the Republic of Singapore in suit number S680/2006/T), or waived any rights to  
 5 contest personal jurisdiction or the appropriateness of this forum considering the existence of the  
 6 Singapore action and/or claims asserted therein, or to assert forum non conveniens as to this Court,  
 7 when it removed this case from state court to this Court, when it negotiated, communicated  
 8 regarding, and signed this stipulation and presented it to this Court, or when it negotiates and  
 9 communicates regarding possible settlement. This includes, without limitation, any  
 10 communications or actions by the parties regarding removal, this stipulation, or regarding  
 11 settlement or Brilliant's request for an extension to respond to the Complaint herein.

12  
 13 IT IS FURTHER ORDERED that Brilliant's counsel has signed this stipulation under a  
 14 Special Appearance, on the basis that Brilliant is not submitting itself or this dispute to the  
 15 jurisdiction of this Court, and reserving Brilliant's right to contend that Brilliant is not subject to  
 16 personal jurisdiction in this Court and that this Court is an inconvenient forum or is not the  
 17 appropriate forum.

18  
 19 Dated: February 22, 2007

20  
 21  
 22 By

