

1 Richard M. Heimann (State Bar No. 063607)
 Joy A. Kruse (State Bar No. 142799)
 2 Nancy Chung (State Bar No. 225584)
 Mikaela Bernstein (State Bar No. 261301)
 3 LIEFF, CABRASER, HEIMANN
 & BERNSTEIN, LLP
 4 275 Battery Street, 30th Floor
 San Francisco, CA 94111-3339
 5 Telephone: (415) 956-1000
 Facsimile: (415) 956-1008
 6 Email: rheimann@lchb.com
 Email: jakruse@lchb.com
 7 Email: nchung@lchb.com
 Email: mbernstein@lchb.com

8 Lead Federal Derivative Plaintiffs' Counsel

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 11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA
 13 WESTERN DIVISION

14 IN RE BROADCOM CORP.
 15 DERIVATIVE LITIGATION

) Master File No. CV06-3252 R (CWx)

16)
 17) **ACKNOWLEDGEMENT**
 18) **LETTER**

19) **EXHIBIT G**
 20)

September __, 2009

VIA FACSIMILE AND U.S. MAIL

Richard M. Heimann, Esq.
LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Facsimile: (415) 956-1008

Re: *In re Broadcom Corp. Derivative Litigation*
Master File No. C-06-3252-R (CWx)

Dear Richard:

The law firm of [insert name of firm] (and each of its equity partners, members, or shareholders) agrees to individually guarantee the repayment of \$_____ in fees, and \$_____ in costs if the attorneys' fees and costs order entered on _____, 2009 in *In re Broadcom Corp. Derivative Litigation*, Master File No. C-06-3252-R (CWx) is reduced or overturned on appeal, or if the Stipulation and Agreement of Partial Settlement dated August 19, 2009 (the "Stipulation") is terminated for any reason, or if the Effective Date (as that term is defined in the Stipulation) does not occur. Repayment of the full amount of any such reduction, plus interest at the rate earned on the funds on deposit in the *Broadcom Derivative Litigation Settlement Fund*, shall be made within ten (10) calendar days of your law firm receiving notice from Broadcom's counsel or the Court.

My law firm and the individual guarantors also agree to be subject to the jurisdiction of the United States District Court (Central District of California) in this matter and agree that failure to repay fees and costs may be enforced by motion. My law firm and the individual guarantors further understand that the Court may, upon application by Broadcom on notice to your firm, summarily issue orders, including but not limited to, judgments and attachment orders, and may make appropriate findings of sanctions or for contempt.

I am authorized to sign this agreement on behalf of the principals of [insert name of firm].

Richard M. Heimann
September __, 2009
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Very truly yours,

[Partner]
[Law firm]
[Address]

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