

EXHIBIT A

**SETTLEMENT AGREEMENT IN MULTIVEN v.
CISCO**

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“AGREEMENT”) shall be effective as of July 19, 2010 (“EFFECTIVE DATE”) and is by and between Plaintiff Multiven, Inc. (“PLAINTIFF MULTIVEN”), Counterdefendant Multiven, Inc. (“COUNTERDEFENDANT MULTIVEN”), Counterdefendant Pingsta, Inc. (“PINGSTA”), and Counterdefendant Peter Alfred-Adekeye (“ADEKEYE”) (collectively, “PLAINTIFF AND COUNTERDEFENDANTS”) on the one hand, and Defendant and Counterclaimant Cisco Systems, Inc. and Counterclaimant Cisco Technology, Inc. (collectively, “CISCO”) on the other hand (collectively, “PARTIES”).

FACTUAL RECITALS

This AGREEMENT is entered into with reference to the following facts:

A. On December 1, 2008, PLAINTIFF MULTIVEN sued Cisco Systems, Inc. in the United States District Court for the Northern District of California (the “DISTRICT COURT”) under the caption *Multiven, Inc. v. Cisco Systems, Inc.*, No. 5:08-cv-05391 JW (HRL) (PLAINTIFF MULTIVEN’s suit is defined as the “COMPLAINT” and the entire action, including CISCO’s counterclaims, is defined as the “ACTION”).

B. On May 18, 2009, CISCO filed counterclaims against COUNTERDEFENDANTS in the ACTION (the “COUNTERCLAIMS”).

C. To avoid the cost and inconvenience of continued litigation, it is now the desire and intention of the PARTIES to resolve the COMPLAINT and the COUNTERCLAIMS. In accordance with this desire and in consideration of the mutual promises and releases set forth herein, the PARTIES have agreed to the terms of this AGREEMENT as a matter of business judgment and to obtain a prompt and efficient resolution of their differences.

OBLIGATIONS

NOW, THEREFORE, intending to be bound, and acknowledging the receipt, sufficiency, and adequacy of the consideration exchanged herein, CISCO and PLAINTIFF AND COUNTERDEFENDANTS agree to the following settlement terms and conditions:

1. Within five (5) court days of the EFFECTIVE DATE, the Stipulated Request to Temporarily Stay Case Pending Dismissal and [Proposed] Order (“Stipulated Request and [Proposed] Order”), attached hereto as Exhibit 1,¹ shall be filed by all PARTIES jointly. An executed copy of this AGREEMENT — except Exhibit 4 hereto, which the PARTIES agree shall remain confidential — shall be attached as an exhibit to the Stipulated Request and [Proposed] Order filed with the Court.

2. The nature of the business relationship, if any, between the PARTIES is addressed in Exhibit 4, which the PARTIES agree shall remain confidential and shall not be filed in the public record or released or made public in any way.

3. PLAINTIFF MULTIVEN agrees to dismiss its COMPLAINT with prejudice within twenty (20) days of the EFFECTIVE DATE.

4. Pursuant to Northern District General Order 45, PLAINTIFF MULTIVEN and its counsel consent to the electronic filing, by CISCO’s counsel, of the Stipulation of Voluntary Dismissal With Prejudice of Claims Against Cisco and [Proposed] Order, attached hereto as Exhibit 2, within twenty (20) days of the EFFECTIVE DATE.

5. CISCO shall not be obligated to pay anything to PLAINTIFF MULTIVEN with respect to its COMPLAINT against CISCO.

¹ Each of the exhibits is material to the Settlement Agreement and is hereby incorporated into this Settlement Agreement.

6. Conditioned upon the consideration provided for herein, CISCO agrees to dismiss the COUNTERCLAIMS with prejudice no later than five (5) court days following the entry of dismissal with prejudice by the Court of PLAINTIFF MULTIVEN's COMPLAINT.

7. Conditioned upon the consideration provided for herein, pursuant to Northern District General Order 45, CISCO and its counsel consent to the electronic filing, by COUNTERDEFENDANTS' counsel, of the Stipulation of Voluntary Dismissal With Prejudice of Claims Against Counterdefendants and [Proposed] Order, attached hereto as Exhibit 3 within five (5) court days of the entry of dismissal with prejudice by the Court of PLAINTIFF MULTIVEN's COMPLAINT.

8. In consideration of the execution of this AGREEMENT, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, each of the PARTIES hereto, their respective shareholders, principals, officers, directors, employees, non-attorney agents, successors, assigns, and entities which are now or in the future controlled or majority owned by any one of the PARTIES, release and absolutely and forever discharge the other PARTIES, their respective shareholders, principals, officers, directors, employees, agents, attorneys, law firms, successors, assigns, and entities which are now or in the future controlled or majority owned by any one of the PARTIES, of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, actions and causes of action of every kind and nature whatsoever, statutory or non-statutory, whether now known or unknown, suspected or unsuspected that the PARTIES now have, own or hold or at any time heretofore ever had against one another. This release shall not apply to claims arising from a breach of this AGREEMENT and except as expressly provided in Paragraphs 10 and 11, an action for breach of contract shall be the sole method by which the parties can remedy a breach

of this AGREEMENT, save a motion for injunctive relief if the DISTRICT COURT retains jurisdiction to afford such relief in the ACTION.

9. The PARTIES expressly acknowledge and agree that this AGREEMENT fully and finally releases and forever resolves all claims in the ACTION or that otherwise may exist, including those that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. In furtherance of the intentions set forth herein, the PARTIES acknowledge they have read and understood Section 1542 of the Civil Code of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The PARTIES waive and relinquish any right or benefit which they have or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or nonstatutory law of any other jurisdiction, to the full extent that it may lawfully waive all such rights and benefits pertaining to all claims in the ACTION or that otherwise may exist.

10. Except to enforce or effectuate the terms, conditions, or covenants provided under this AGREEMENT, or a proceeding pursuant to Paragraph 11, PLAINTIFF AND COUNTERDEFENDANTS, their respective shareholders, principals, officers, directors, employees, non-attorney agents, successors, and assigns, and on behalf of any entities, which are now or in the future controlled or majority owned by any one of them, further covenant and agree that they will forever forbear from bringing or pursuing any legal proceedings in any forum or jurisdiction, and they will not in any other way make or continue to make any demand or claims against CISCO, or permit such to be made on their behalf, with respect to any fact,

allegation, or legal theory made in the COMPLAINT or that are similar to those made in the COMPLAINT, even if based entirely on new facts or evidence that came to exist or became known after execution of this AGREEMENT. If PLAINTIFF AND COUNTERDEFENDANTS, or any one of them, brings or pursues any such legal proceedings, then, in addition to any other rights or remedies that may be available to it, CISCO shall be entitled to obtain a dismissal with prejudice of such action and/or injunctive relief from the DISTRICT COURT or the Superior Court of California, the County of Santa Clara. The PARTIES acknowledge that monetary and remedies at law would be insufficient and CISCO shall be entitled to recover from PLAINTIFF MULTIVEN AND COUNTERDEFENDANTS, or whatever entity that brings such legal proceedings, any and all costs incurred by it in defending such claim(s), including reasonable attorneys' fees, expert fees, and other legal costs. Further, the Stipulation of Voluntary Dismissal With Prejudice of Claims Against Counterdefendants and [Proposed] Order, attached hereto as Exhibit 3, as well as all releases and waivers of claims in favor of COUNTERDEFENDANTS described herein will be null and void and CISCO, notwithstanding any other part of this AGREEMENT, is free to raise such claims again in any appropriate forum or jurisdiction. The statute of limitations on such claims will be tolled as of the date CISCO originally filed its COUNTERCLAIMS.

11. Except to enforce or effectuate the terms, conditions, or covenants provided under this AGREEMENT, or a proceeding pursuant to Paragraph 10, CISCO, its respective shareholders, principals, officers, directors, employees, non-attorney agents, successors, and assigns, and on behalf of any entities, which are now or in the future controlled or majority owned by CISCO, further covenants and agrees that it will forever forbear from bringing or pursuing any legal proceedings in any forum or jurisdiction, and it will not in any

other way make or continue to make any demand or claims against PLAINTIFF MULTIVEN and/or any COUNTERDEFENDANT, or permit such to be made on its behalf, with respect to any fact, allegation, or legal theory that might have been raised in the COUNTERCLAIMS as to the alleged unlawful access of CISCO's network from 2005 to 2007. If CISCO brings or pursues any such legal proceedings, then, in addition to any other rights or remedies that may be available to it, PLAINTIFF AND COUNTERDEFENDANTS shall be entitled to obtain a dismissal with prejudice of such action and/or injunctive relief from the DISTRICT COURT or the Superior Court of California, the County of Santa Clara. The PARTIES acknowledge that monetary and remedies at law would be insufficient and PLAINTIFF AND COUNTERDEFENDANTS shall be entitled to recover from CISCO any and all costs incurred by it in defending such claim(s), including reasonable attorneys' fees, expert fees, and other legal costs. Further, the Stipulation of Voluntary Dismissal With Prejudice of Claims Against Cisco and [Proposed] Order, attached hereto as Exhibit 2, as well as all releases and waivers of claims in favor of CISCO described herein will be null and void and PLAINTIFF MULTIVEN, notwithstanding any other part of this AGREEMENT, is free to raise such claims again in any appropriate forum or jurisdiction. The statute of limitations on such claims will be tolled as of the date PLAINTIFF MULTIVEN originally filed its COMPLAINT. Notwithstanding any other provision in the AGREEMENT, nothing shall prevent CISCO from bringing legal proceedings based on conduct similar to that alleged in the COUNTERCLAIMS if that conduct is alleged to have occurred after the Effective Date. If CISCO brings or pursues legal proceedings based on conduct that is alleged to have occurred after the Effective Date, PLAINTIFF AND COUNTERDEFENDANTS shall not be permitted to invoke their rights under this Paragraph 11.

12. The provisions of this AGREEMENT and the releases contained herein shall extend to and inure to the benefit of and be binding upon, in addition to each party, just as if they had executed this AGREEMENT: each PARTY's respective heirs, members, executors, administrators, subsidiaries, affiliates, legal successors and assigns, and each of the forgoing.

13. This AGREEMENT shall be construed and enforced exclusively in accordance with California law, without reference to the choice-of-law principles thereof. The PARTIES hereby expressly consent to the personal jurisdiction and venue in the Superior Court of California, the County of Santa Clara, or, if diversity exists, the DISTRICT COURT located in San Jose, California for any lawsuit arising from or relating to this AGREEMENT. To the extent that an action is brought related to a breach of this AGREEMENT, except as expressly provided in Paragraphs 10 and 11, the exclusive and sole cause of action shall be a breach of contract cause of action brought in the Superior Court of California, the County of Santa Clara. To the extent an action or motion is brought to seek injunctive relief under this AGREEMENT, such a motion must exclusively be brought before the DISTRICT COURT if it retains jurisdiction to hear such motions; otherwise, such action or motion may be brought in the Superior Court of California, the County of Santa Clara, as part of a breach of contract action.

14. This AGREEMENT constitutes the entire agreement among the PARTIES with regard to the subject matter hereof and contains no implied terms. This AGREEMENT may not be modified or amended except in a writing signed by all PARTIES or their successors in interest. This AGREEMENT supersedes all prior agreements, promises or representations, written or oral, express or implied.

15. This AGREEMENT may be executed in any number of actual, telecopied, or electronically made or transmitted counterparts, each of which when so executed and

delivered shall be an original. The executed signature pages from each actual, telecopied, or electronically made or transmitted counterpart may be joined together and attached to one such original, which shall constitute one and the same instrument. Each of the undersigned represents that he or she is fully authorized to enter and execute this AGREEMENT for and on behalf of the entity that he or she represents and that such entity has duly authorized him or her to sign on its behalf, as reflected on the attached signature pages.

16. In the event that any provision of this AGREEMENT is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall nevertheless be binding upon the PARTIES with the same effect as though the voided or unenforceable part had been deleted.

17. The PARTIES respectively acknowledge and agree that, in executing this AGREEMENT, they are acting on the advice of their counsel, that they have read and understand the terms and provisions of this AGREEMENT and the effect thereof, that their attorney has explained the same to them, that they have had a reasonable amount of time to consider and review the AGREEMENT's terms and conditions, and that they are executing this AGREEMENT voluntarily.

18. Except as otherwise stated, each PARTY shall bear its own costs and attorneys' fees in the ACTION.

19. All notices that any PARTY to this AGREEMENT may be required or may wish to give in connection with this AGREEMENT may be given by the PARTY desiring to give such notice or notices by addressing them to the other PARTY at the addresses set forth below (or at such other addresses as may be designated by written notices given in the manner designated herein) and by sending such notices by personal delivery or by depositing such

notices, first-class postage prepaid in the United States mail, and if so mailed, shall be deemed and presumed to have been given on the third business day following the date of mailing. All notices must also be sent by electronic mail on the date of mailing. The addresses of the PARTIES until further notice are:

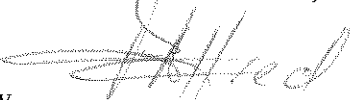
For CISCO:
Patrick M. Ryan
WINSTON & STRAWN LLP
101 California Street, Suite 3900
San Francisco, California 94111
Email: pryan@winston.com

For COUNTERDEFENDANTS MULTIVEN, PINGSTA, AND ADEKEYE:
Thomas M. O'Leary
ROPERS, MAJESKI, KOHN & BENTLEY
515 S. Flower Street, Suite 1100
Los Angeles, California 90071
Email: TO'Leary@rmkb.com


For PLAINTIFF MULTIVEN:
Joseph J. Bial
CADWALADER, WICKERSHAM & TAFT LLP
700 Sixth Street, N.W.
Washington, DC 20001
Email: joseph.bial@cwt.com

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT, intending to be legally bound hereby:

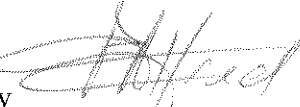
PLAINTIFF MULTIVEN, INC.

By  _____


COUNTERDEFENDANT MULTIVEN, INC.

By  _____


COUNTERDEFENDANT PINGSTA, INC.

By  _____


COUNTERDEFENDANT PETER ALFRED-ADEKEYE

By  _____


CISCO SYSTEMS, INC.

By  _____

CISCO TECHNOLOGY, INC.

By  _____

APPROVED AS TO FORM:



By: Donald R. Pepperman
Counsel for Plaintiff Multiven, Inc.

APPROVED AS TO FORM:

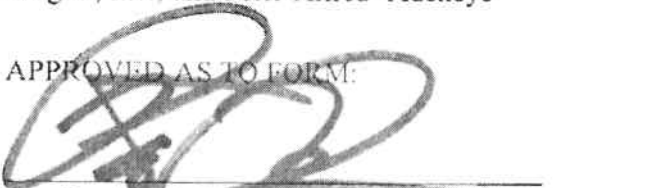


By: Joseph J. Bial
Counsel for Plaintiff Multiven, Inc.

APPROVED AS TO FORM:

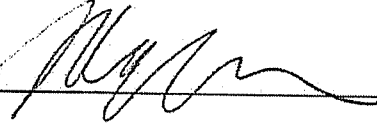
By: Thomas M. O'Leary
Counsel for Counterdefendants Multiven, Inc.,
Pingsta, Inc., and Peter-Alfred -Adekeye

APPROVED AS TO FORM:

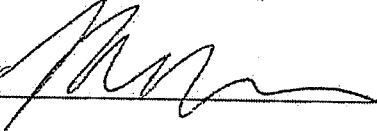


By: Patrick M. Ryan
Counsel for Cisco Systems, Inc. and Cisco
Technology, Inc.

CISCO SYSTEMS, INC.

By  _____

CISCO TECHNOLOGY, INC.

By  _____

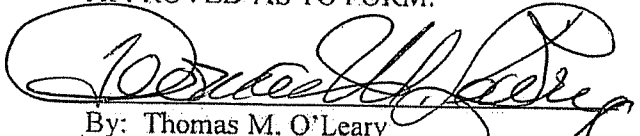
APPROVED AS TO FORM:

By: Donald R. Pepperman
Counsel for Plaintiff Multiven, Inc.

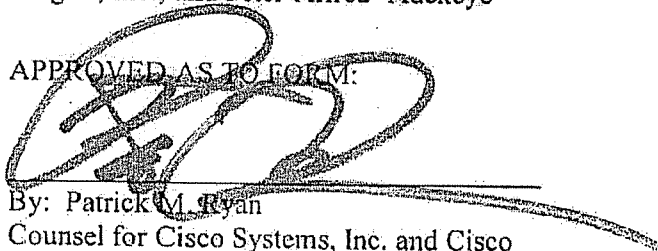
APPROVED AS TO FORM:

By: Joseph J. Bial
Counsel for Plaintiff Multiven, Inc.

APPROVED AS TO FORM:


By: Thomas M. O'Leary
Counsel for Counterdefendants Multiven, Inc.,
Pingsta, Inc., and Peter-Alfred -Adekeye

APPROVED AS TO FORM:


By: Patrick M. Ryan
Counsel for Cisco Systems, Inc. and Cisco
Technology, Inc.

**EXHIBIT 1 TO THE SETTLEMENT AGREEMENT
IN MULTIVEN v. CISCO**

**STIPULATED REQUEST TO TEMPORARILY
STAY CASE PENDING DISMISSAL AND
[PROPOSED] ORDER**

1 Counsel Listed on Signature Page

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**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5802

MULTIVEN, INC., a Delaware corporation

Plaintiff,

v.

CISCO SYSTEMS, INC., a California corporation

Defendant.

Case No. 5:08-cv-05391 JW (HRL)

**STIPULATED REQUEST TO
TEMPORARILY STAY CASE PENDING
DISMISSAL AND [PROPOSED] ORDER**

CISCO SYSTEMS, INC., a California corporation, and CISCO TECHNOLOGY, INC., a California corporation

Counterclaimants,

v.

MULTIVEN, INC., a Delaware corporation, PINGSTA, INC., a Delaware corporation, and PETER ALFRED-ADEKEYE, an individual

Counterdefendants.

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5802

1 WHEREAS, the parties in the above-entitled action have entered into a settlement agreement
2 attached as Exhibit A (“Settlement Agreement”) to the proposed order filed concurrently herewith;

3 WHEREAS, Exhibit 4 to the Settlement Agreement contains highly sensitive and
4 confidential information regarding the parties’ business operations and therefore is sealable under
5 Local Rule 79-5(c);

6 WHEREAS, the parties have agreed to request dismissal with prejudice of the claims in this
7 action at a later date and dismissal of the counterclaims in this action with prejudice;

8 WHEREAS, the parties are facing imminent deadlines as set forth in the June 10, 2009
9 Scheduling Order (Docket Entry (“DE”) 30);

10 WHEREAS, the parties desire that the Court retain jurisdiction over this action for the
11 purpose of enforcing the terms of the Settlement Agreement, including the retention of the power to
12 enjoin any action brought in violation of the Settlement Agreement;

13 NOW THEREFORE, it is hereby stipulated by the undersigned counsel on behalf of the
14 parties identified below that:

- 15 1. The case should be temporarily stayed pending the final dismissal with prejudice of
16 the entire action.
- 17 2. The Court should enter an order sealing Exhibit 4 to the Settlement Agreement, which
18 is attached hereto as Exhibit A.
- 19 3. The Court should retain jurisdiction over this action for the purpose of enforcing the
20 terms of the Settlement Agreement, including the retention of the power to enjoin any action brought
21 in violation of the Settlement Agreement

22
23 Dated: July 21, 2010

Respectfully submitted,

24 BLECHER & COLLINS, P.C.
25 515 South Figueroa Street, Suite 1750
26 Los Angeles, CA 90071

27 By /s/ Donald R. Pepperman
28 DONALD R. PEPPERMAN
Attorneys for Plaintiff
MULTIVEN, INC.

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5802

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Dated: July 21, 2010

Respectfully submitted,

CADWALADER, WICKERSHAM & TAFT LLP
700 Sixth Street, N.W.
Washington, DC 20001

By /s/ Joseph J. Bial
JOSEPH J. BIAL
Attorneys for Plaintiff
MULTIVEN, INC.

Dated: July 21, 2010

Respectfully submitted,

ROPERS, MAJESKI, KOHN & BENTLEY
515 S. Flower Street, Suite 1100
Los Angeles, CA 90071

By /s/ Thomas M. O’Leary
THOMAS M. O’LEARY
Attorneys for Counterdefendants
MULTIVEN, INC., PINGSTA, INC. and
PETER ALFRED-ADEKEYE

Dated: July 21, 2010

Respectfully submitted,

WINSTON & STRAWN LLP
101 California Street
San Francisco, CA 94111-5802

By /s/ Patrick M. Ryan
PATRICK M. RYAN
KRISTA M. ENNS
J. CALEB DONALDSON
Attorneys for Defendant and Counterclaimant
CISCO SYSTEMS, INC. and Counterclaimant
CISCO TECHNOLOGY, INC.

I, Patrick M. Ryan, hereby attest, pursuant to N.D. Cal. General Order No. 45, that the concurrence to the filing of this document has been obtained from each signatory hereto.

 /s/ Patrick M. Ryan
PATRICK M. RYAN

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5802

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PURSUANT TO STIPULATION, IT IS HEREBY ORDERED:

1. Because the parties have entered into a settlement agreement (“Settlement Agreement”), the claims and the counterclaims in this action are hereby STAYED pending final dismissal of the action.

2. The parties have established that Exhibit 4 to the Settlement Agreement is sealable since it contains confidential and sensitive business information. Therefore, the Court GRANTS the parties’ request to seal Exhibit 4 to the Settlement Agreement. Exhibit 4 to the Settlement Agreement shall be filed under seal by the Clerk of the Court

3. The Court finds that it has jurisdiction to enforce the terms of the Settlement Agreement entered into by and between Cisco Systems, Inc., Cisco Technology, Inc., Multiven, Inc., Pingsta, Inc., and Peter Alfred-Adekeye, attached hereto as Exhibit A (“Settlement Agreement”), including the authority to issue injunctions contemplated by the Settlement Agreement against future actions brought in violation of the terms of the Settlement Agreement. The Court will retain jurisdiction after the parties file the dismissal(s) of claims. This retention of jurisdiction is necessary to provide the Court with the flexibility and authority to effectuate the Settlement Agreement and such retention is in the aid of this Court’s jurisdiction and to protect its judgments pursuant to 28 U.S.C. §§ 1651 and 2283.

Dated: _____, 2010

JAMES WARE
United States District Judge

**EXHIBIT 2 TO THE SETTLEMENT AGREEMENT
IN MULTIVEN v. CISCO**

**STIPULATION OF VOLUNTARY DISMISSAL
WITH PREJUDICE OF CLAIMS AGAINST CISCO
AND [PROPOSED] ORDER**

1 Counsel Listed on Signature Page

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**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5802

MULTIVEN, INC., a Delaware corporation

Plaintiff,

v.

CISCO SYSTEMS, INC., a California corporation

Defendant.

Case No. 5:08-cv-05391 JW (HRL)

**STIPULATION OF VOLUNTARY
DISMISSAL WITH PREJUDICE OF
CLAIMS AGAINST CISCO AND
[PROPOSED] ORDER**

**[Fed. R. Civ. P. 41(a)(1)(A)(ii) and
Fed. R. Civ. P. 41(c)]**

CISCO SYSTEMS, INC., a California corporation, and CISCO TECHNOLOGY, INC., a California corporation

Counterclaimants,

v.

MULTIVEN, INC., a Delaware corporation, PINGSTA, INC., a Delaware corporation, and PETER ALFRED-ADEKEYE, an individual

Counterdefendants.

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5802

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WHEREAS Plaintiff Multiven, Inc. wishes to dismiss its claims against Defendant Cisco Systems, Inc. with prejudice;

WHEREAS, Plaintiff Multiven, Inc. has expressly authorized Defendant Cisco Systems, Inc. to file this stipulation of voluntary dismissal of claims against Cisco within twenty (20) days of the execution of the parties' settlement agreement;

WHEREAS, fewer than twenty (20) days have passed since the parties executed their settlement agreement.

NOW THEREFORE, it is hereby stipulated by the undersigned counsel on behalf of the parties identified below that:

1. Plaintiff Multiven, Inc. dismisses all of its claims in the above-captioned action against Defendant Cisco Systems, Inc. with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and the terms of the parties' settlement agreement attached as Exhibit A to the proposed order filed concurrently herewith.

2. The parties hereby request that the Court continue to retain jurisdiction over this matter for the purpose of enforcing the terms of the settlement agreement, including the retention of the power to enjoin any action brought in violation of the settlement agreement.

3. The parties will pay their own fees and costs.

Dated: _____, 2010

Respectfully submitted,

BLECHER & COLLINS, P.C.
515 South Figueroa Street, Suite 1750
Los Angeles, CA 90071

By _____ */s/ Donald R. Pepperman*
DONALD R. PEPPERMAN
Attorneys for Plaintiff
MULTIVEN, INC.

1 PURSUANT TO STIPULATION, IT IS HEREBY ORDERED:

2 1. Plaintiff Multiven, Inc.'s claims against Defendant Cisco Systems, Inc. are
3 DISMISSED WITH PREJUDICE.

4 2. The Court retains jurisdiction to enforce the terms of the settlement agreement
5 entered into in between the parties, attached hereto as Exhibit A, including the authority to issue
6 injunctions contemplated by the settlement agreement against future actions brought in violation of
7 the terms of the settlement agreement. This retention of jurisdiction is necessary to provide the
8 Court with the flexibility and authority to effectuate the settlement agreement and such retention is
9 in the aid of this Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. §§ 1651 and
10 2283.

11 3. The clerk of the Court is hereby directed to enter judgment of dismissal with
12 prejudice as to all claims by Multiven, Inc. against Cisco Systems, Inc. pursuant to this Order.

13
14 Dated: _____, 2010

15 _____
16 JAMES WARE
17 United States District Judge

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Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5802

**EXHIBIT 3 TO THE SETTLEMENT AGREEMENT
IN MULTIVEN v. CISCO**

**STIPULATION OF VOLUNTARY DISMISSAL
WITH PREJUDICE OF CLAIMS AGAINST
COUNTERDEFENDANTS AND [PROPOSED]
ORDER**

1 Counsel Listed on Signature Page

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**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

MULTIVEN, INC., a Delaware corporation

Plaintiff,

v.

CISCO SYSTEMS, INC., a California corporation

Defendant.

Case No. 5:08-cv-05391 JW (HRL)

**STIPULATION OF VOLUNTARY
DISMISSAL WITH PREJUDICE OF
CLAIMS AGAINST
COUNTERDEFENDANTS AND
[PROPOSED] ORDER**

**[Fed. R. Civ. P. 41(a)(1)(A)(ii) and
Fed. R. Civ. P. 41(c)]**

CISCO SYSTEMS, INC., a California corporation, and CISCO TECHNOLOGY, INC., a California corporation

Counterclaimants,

v.

MULTIVEN, INC., a Delaware corporation, PINGSTA, INC., a Delaware corporation, and PETER ALFRED-ADEKEYE, an individual

Counterdefendants.

1 WHEREAS, Defendant and Counterclaimant Cisco Systems, Inc. and Counterclaimant Cisco
2 Technology, Inc. (collectively "Cisco") wish to dismiss their claims against Counterdefendants
3 Multiven, Inc., Pingsta, Inc., and Peter Alfred-Adekeye (collectively "Counterdefendants");

4 WHEREAS, Cisco has expressly authorized Counterdefendants to file this stipulation of
5 voluntary dismissal of claims against Counterdefendants if all conditions to the parties' executed
6 settlement agreement have been satisfied;

7 WHEREAS, the filer represents that all necessary conditions under the parties' executed
8 settlement agreement have been satisfied;

9 NOW THEREFORE, it is hereby stipulated by the undersigned counsel on behalf of the
10 parties identified below that:

11 1. Defendant and Counterclaimant Cisco Systems, Inc. and Counterclaimant Cisco
12 Technology, Inc. dismiss all of their counterclaims in the above-captioned action against
13 Counterdefendants Multiven, Inc., Pingsta, Inc., and Peter Alfred-Adekeye with prejudice pursuant
14 to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and 41(c) and the terms of the parties' settlement
15 agreement attached as Exhibit A to the proposed order filed concurrently herewith.

16 2. The parties hereby request that the Court continue to retain jurisdiction over this
17 matter for the purpose of enforcing the terms of the settlement agreement, including the retention of
18 the power to enjoin any action brought in violation of the settlement agreement.

19 3. The parties will pay their own fees and costs.

20
21 Dated: _____, 2010

Respectfully submitted,
22 ROPERS, MAJESKI, KOHN & BENTLEY
23 515 S. Flower Street, Suite 1100
Los Angeles, CA 90071

24
25 By /s/ Thomas M. O'Leary
26 THOMAS M. O'LEARY
27 Attorneys for Counterdefendants
MULTIVEN, INC., PINGSTA, INC. and
28 PETER ALFRED-ADEKEYE

1 PURSUANT TO STIPULATION, IT IS HEREBY ORDERED:

2 1. The counterclaims of Defendant and Counterclaimant Cisco Systems, Inc., and
3 Counterclaimant Cisco Technologies, Inc., against Counterdefendants Multiven, Inc., Pingsta, Inc.,
4 and Peter Alfred-Adekeye are DISMISSED WITH PREJUDICE.

5 2. The Court retains jurisdiction to enforce the terms of the settlement agreement entered into in
6 between the parties, attached hereto as Exhibit A, including the authority to issue injunctions
7 contemplated by the settlement agreement against future actions brought in violation of the terms of
8 the settlement agreement. This retention of jurisdiction is necessary to provide the Court with the
9 flexibility and authority to effectuate the settlement agreement and such retention is in the aid of this
10 Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. §§ 1651 and 2283.

11 3. The clerk of the Court is hereby directed to enter judgment of dismissal with prejudice as to
12 all claims by Cisco Systems, Inc. and Cisco Technology, Inc. against Counterdefendants Multiven,
13 Inc., Pingsta, Inc., and Peter Alfred-Adekeye pursuant to this Order.

14
15 Dated: _____, 2010

16 JAMES WARE
United States District Judge

CONFIDENTIAL
EXHIBIT 4 TO THE SETTLEMENT AGREEMENT
IN MULTIVEN v. CISCO

FILED UNDER SEAL