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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND DIVISION

ZYNGA GAME NETWORK INC. <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> CHIRAG KENIA, A/K/A DANNY BLING, an individual; and K-VALUEMART INDIA PVT. LTD., an Indian entity,, <p style="text-align: center;">Defendants.</p>
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CASE NO. CV 09-3263 CW (EMC)

NOTICE OF SETTLEMENT IN PRINCIPLE AND STIPULATED REQUEST TO STAY LITIGATION; and

ORDER

CASE NO. CV 09-3263 CW (EMC)
 NOTICE OF SETTLEMENT IN PRINCIPLE AND STIPULATION AND ~~PROPOSED~~ ORDER REGARDING STAY

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2 Plaintiff Zynga Game Network Inc. (“Zynga”) and defendants Chirag Kenia and K-
3 Valuemart Retail India Pvt. Ltd. (“Defendants”) (Zynga and Defendants are collectively referred to
4 as the “Parties”) submit this stipulated request to continue the fact discovery deadline in this matter.

5 WHEREAS: The Parties have reached a settlement in principle and expect to execute
6 settlement documents within the next two weeks; and

7 WHEREAS: Defendants have filed a motion to dismiss that is set for hearing on October
8 28, 2010; and

9 WHEREAS: Plaintiff’s opposition to Defendants’ motion is due on October 7; and

10 WHEREAS: Both Parties have served discovery requests that remain outstanding; and

11 WHEREAS: The Parties believe that an immediate stay of this litigation will allow them to
12 complete a settlement without the need to expend their own, or the Court’s, time and resources
13 addressing the upcoming deadlines in the case; and

14 WHEREAS: The Parties agree to cooperate in presenting a revised proposed scheduling
15 order to the Court in the unlikely event that they are unable to finalize a settlement.

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