

SETTLEMENT AGREEMENT AND  
GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims ("Settlement Agreement") is entered into by and between SIVA Enterprises ("SIVA") and Avis Bulbulyan (collectively "Plaintiffs") and Lance Ott, David Yeager, Steve Baghoomian, Colton Lasater, Charles Christopher, (collectively "Individual Defendants") and Cirrata Ventures LLC ("Cirrata") (Individual Defendants and Cirrata collectively, "Defendants"). The term "Party" or "Parties" as used herein shall refer to Plaintiffs, Defendants or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Bulbulyan is the owner and CEO of SIVA and SIVA is the former employer of the Individual Defendants. The Individual Defendants were employed by SIVA at various times between October 2017 and April 2018;

(b) On August 10, 2018, Plaintiffs brought claims for misappropriation of trade secrets; unauthorized access to computers, computer systems and computer data; intentional interference with prospective economic relations; negligent interference with prospective economic relations; intentional interference with contractual relation; conversion; civil conspiracy; breach of fiduciary duty; concealment; violation of statutory obligations of employees; unfair competition; honest services fraud; defamation; trade libel; breach of contract; money had and received; and declaratory judgment against Defendants in the District Court for the Central District of California, Case No.: 2:18-cv-06881 ("Complaint");

(c) On October 1, 2018, Defendants Ott, Yeager, Baghoomian, and Cirrata brought claims for deceit; negligent misrepresentation; and unfair competition under California Business and Professions Code section 17200 against Bulbulyan and SIVA in the Superior Court of the State of California for the County of Los Angeles, Case No.: BC 723827 ("LASC Complaint"). A Request for Dismissal of the LASC Complaint was filed on December 12, 2018;

(d) On November 13, 2018, Defendants Ott, Yeager, Baghoomian and Cirrata ("Counterclaimants") brought counterclaims against SIVA and Bulbulyan ("Counter-Defendants") alleging deceit; negligent misrepresentation; and unfair competition under California Business and Professions Code section 17200 (Complaint and counterclaims collectively, the "Action");

(e) There has been no determination on the merits of the Action but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiffs or Counterclaimants have or may have against the Released Parties

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(as defined in Section 4(a) below) as of the date of execution of this Settlement Agreement.

2. **Non-Admission of Wrongdoing.** The Parties agree that this Settlement Agreement shall not be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Dismissal of Action.** Within 10 days from the date that the Parties' Counsel receive the Settlement Agreement bearing the original signatures of each of the Parties and Party Counsel, an original fully-executed Request for Dismissal with prejudice of the Action as to all parties and all causes of action shall be filed with the Court in this Action. No Party shall claim to be the prevailing party in the Action.

4. **General Release of Claims.**

(a) Plaintiffs, individually and on behalf of Plaintiffs' heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily release and forever discharge Defendants, including their affiliates, subsidiaries, divisions, predecessors, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, (collectively, the "Released Defendants"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiffs have or may have against the Released Defendants as of the date of execution of this Settlement Agreement.

(b) Counterclaimants, individually and on behalf of Counterclaimants' heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily release and forever discharge Counter-Defendants, including their affiliates, subsidiaries, divisions, predecessors, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, (collectively, the "Released Counter-Defendants") (Released Defendants and Released Counter-Defendants collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Counterclaimants have or may have against the Released Counter-Defendants as of the date of execution of this Settlement Agreement.

5. **Waiver of California Civil Code section 1542.** To effect a full and complete general release as described above, Plaintiffs and Counterclaimants expressly waive and relinquish all rights and benefits of section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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**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.**

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiffs and Counterclaimants expressly acknowledge this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiffs and Counterclaimants do not know or suspect to exist in Plaintiffs' or Counterclaimants' favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims.

(a) Plaintiffs warrant that Plaintiffs have read this Settlement Agreement, including this waiver of California Civil Code Section 1542, and that Plaintiffs have consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiffs understand this Settlement Agreement and the section 1542 waiver, and so Plaintiffs freely and knowingly enter into this Settlement Agreement. Plaintiffs further acknowledge that Plaintiffs later may discover facts different from or in addition to those Plaintiffs now know or believe to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiffs agree that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs expressly assume any and all risk of any mistake in connection with the true facts. Plaintiffs expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiffs relating thereto.

(b) Similarly, Counterclaimants warrant that Counterclaimants have read this Settlement Agreement, including this waiver of California Civil Code Section 1542, and that Counterclaimants have consulted with or had the opportunity to consult with counsel of Counterclaimants' choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Counterclaimants understand this Settlement Agreement and the section 1542 waiver, and so Counterclaimants freely and knowingly enter into this Settlement Agreement. Counterclaimants further acknowledge that Counterclaimants later may discover facts different from or in addition to those Counterclaimants now know or believe to be true regarding the matters released or described in this Settlement Agreement, and even so Counterclaimants agree that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Counterclaimants expressly assume any and all risk of any mistake in connection with the true facts. Counterclaimants expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes or

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controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Counterclaimants relating thereto.

**6. Acknowledgements and Affirmations.**

(a) Plaintiffs and Counterclaimants affirm that neither Plaintiffs nor Counterclaimants have filed or caused to be filed any claim, complaint or action against any of the Released Parties in any forum or form, other than the LASC Complaint and the Action and that neither Plaintiffs nor Counterclaimants presently are a party to any claim, complaint or action against any of the Released Parties in any forum or form, other than the Action.

(b) The Parties acknowledge that this Settlement Agreement does not limit any Party's right, where applicable, to file or participate in any investigative proceeding of any federal, state or local government agency.

**7. Dissolution of Cirrata.** The Parties agree that upon execution of this Settlement Agreement, the affairs of Cirrata shall be wound up. All distributions, assignments, and any other activities necessary for the dissolution of Cirrata under the laws of the State of California, including but not limited to all necessary filings with the State shall be completed within ninety (90) days of the latest date of execution of this Settlement Agreement.

**8. Non-Disparagement.** The Parties agree to not to make any disparaging remarks or to take any other action that could reasonably be anticipated to damage the reputation and/or goodwill of any of the other Parties. This Non-Disparagement shall extend to any written publication, television or radio broadcast, social media, blog sites, public or private gatherings, seminars, and individual discussion. This promise does not prevent the Parties from providing truthful information in response to a subpoena, government investigation or court order. In the event a Party violates this Non-Disparagement agreement, the offending Party agrees to be responsible for payment of all reasonable attorneys' costs and fees incurred by the disparaged Party in connection with any legal or equitable relief sought to cure such violation.

**9. Return of Company Property/Information.**

(a) Within seven calendar days of Defendants' execution of this Settlement Agreement, Defendants will destroy all of Plaintiffs' documents and property currently in Defendants' possession including, but without limitation, any and all services work, notes, reports, files, memoranda, records, computer access codes, disks and instructional or personnel manuals, and other physical or personal property that the Individual Defendants received or prepared or helped to prepare in connection with the Individual Defendants' employment with SIVA ("Company Property").

(b) Individual Defendants acknowledge and agree that in the course of the Individual Defendants' employment with SIVA, the Individual Defendants acquired: (i) confidential information including without limitation

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information received by Plaintiffs from third parties, under confidential conditions; (ii) other technical, product, business, financial or development information from Plaintiffs, the use or disclosure of which reasonably might be construed to be contrary to the interest of Plaintiffs; or (iii) any other proprietary information or data, including but not limited to customer lists, which the Individual Defendants may have acquired during their employment (hereafter collectively referred to as "Company Information"). Individual Defendants understand and agree that such Company Information was disclosed to the Individual Defendants in confidence and for use only by Plaintiffs. The Individual Defendants understand and agree that the Individual Defendants: (i) will keep such Company Information confidential at all times, (ii) will not disclose or communicate Company Information to any third party, and (iii) will not make use of Company Information on the Individual Defendants' own behalf, or on behalf of any third party. In view of the nature of the Individual Defendants' employment and the nature of Company Information the Individual Defendants received during the course of the Individual Defendants' employment, the Individual Defendants agree that any unauthorized disclosure to third parties of Company Information or other violation, or threatened violation, of this Settlement Agreement would cause irreparable damage to the confidential or trade secret status of Company Information and to Plaintiffs, and that, therefore, Plaintiffs, and each person constituting Plaintiffs hereunder, shall be entitled to an equitable remedy, including but not limited to an injunction that prohibits the Individual Defendants from any such disclosure, attempted disclosure, violation or threatened violation.

(c) Within seven calendar days of Counter-Defendants' execution of this Settlement Agreement, Counter-Defendants will destroy all emails to or from [steve@baghoomianlaw.com](mailto:steve@baghoomianlaw.com), [stevebaghoomian@gmail.com](mailto:stevebaghoomian@gmail.com), and [david.yeager@yahoo.com](mailto:david.yeager@yahoo.com) that do not otherwise include a SIVA-affiliated sender or recipient that the Counter-Defendants came into possession of by virtue of Defendants' employment with SIVA.

(d) The undertakings set forth in this Section 8 shall survive the termination of this Settlement Agreement or other arrangements contained in this Settlement Agreement.

10. **No Transfer/Assignment of Claims.** Plaintiffs and Counterclaimants warrant and represent that Plaintiffs and Counterclaimants, respectively, have not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Plaintiffs, Counterclaimants, and their respective Counsel agree that they solely are responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third party may have in any claim which Plaintiffs and Counterclaimants are releasing under this Settlement Agreement.

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11. **Liens and Attorneys' Fees/Indemnification.** Each Party solely is responsible for any fees and costs he, she or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses.

12. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parole evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party may institute an action before the United States District Court for the Central District of California, specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. However, the Party instituting such an action must take steps to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the court under seal. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

13. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement.

14. **Miscellaneous.**

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

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(d) If Plaintiffs, Counterclaimants, or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

15. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties hereto. Plaintiffs acknowledge that Plaintiffs have not relied on any representations, promises or agreements of any kind made to Plaintiffs in connection with Plaintiffs' decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement. Similarly, Counterclaimants acknowledge that Counterclaimants have not relied on any representations, promises or agreements of any kind made to Counterclaimants in connection with Counterclaimants' decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

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**CONFIDENTIAL SETTLEMENT AGREEMENT  
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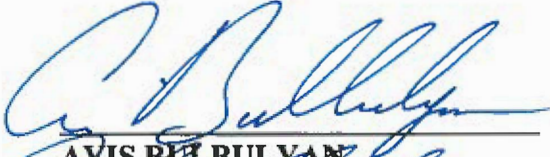
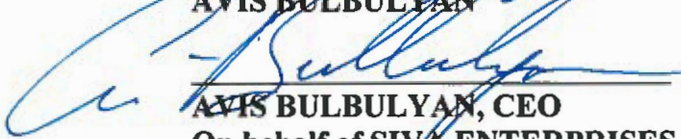
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**HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND COUNTERCLAIMANTS FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFFS AND COUNTERCLAIMANTS HAVE OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS OF THE DATE OF EXECUTION OF THIS SETTLEMENT AGREEMENT.**

**IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:**

Executed on 1-22-19

Executed on 1-22-19

  
\_\_\_\_\_  
**AVIS BULBULYAN**  
  
\_\_\_\_\_  
**AVIS BULBULYAN, CEO**  
**On behalf of SIVA ENTERPRISES**

Executed on \_\_\_\_\_

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**LANCE OTT**

Executed on \_\_\_\_\_

\_\_\_\_\_  
**DAVID YEAGER**

Executed on January 22, 2019

  
\_\_\_\_\_  
**STEVE BAGHOOMIAN**

Executed on January 22, 2019

  
\_\_\_\_\_  
**COLTON LASATER**

Executed on January 22, 2019

  
\_\_\_\_\_  
**CHARLES CHRISTOPHER**

Executed on \_\_\_\_\_

\_\_\_\_\_  
**CIRRATA VENTURES, LLC**



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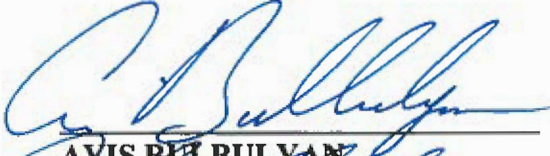
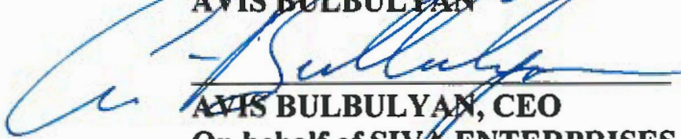
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**AVIS BULBULYAN, CEO**  
**On behalf of SIVA ENTERPRISES**

Executed on \_\_\_\_\_

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**LANCE OTT**

Executed on 1/22/18

  
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**DAVID YEAGER**

Executed on \_\_\_\_\_

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**STEVE BAGHOOMIAN**

Executed on \_\_\_\_\_

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**COLTON LASATER**

Executed on \_\_\_\_\_

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**CHARLES CHRISTOPHER**

Executed on 1/22/18

  
\_\_\_\_\_  
**CIRRATA VENTURES, LLC**

**CONFIDENTIAL SETTLEMENT AGREEMENT  
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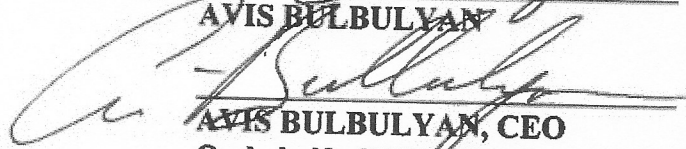
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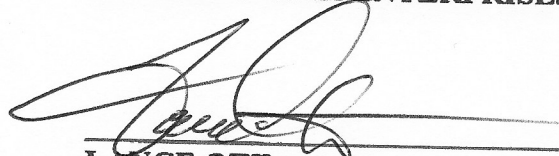
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\_\_\_\_\_  
AVIS BULBULYAN  
  
\_\_\_\_\_  
AVIS BULBULYAN, CEO  
On behalf of SIVA ENTERPRISES

  
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LANCE OTT

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DAVID YEAGER

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STEVE BAGHOOMIAN

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COLTON LASATER

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CHARLES CHRISTOPHER

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CIRRATA VENTURES, LLC

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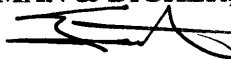
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Approved as to form and content.

Executed on

1/22/19

**WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER, LLP**



Attorneys for Plaintiffs and  
Counter-Defendants,  
**AVIS BULBULYAN AND SIVA  
ENTERPRISES**

**LAW OFFICES OF RYAN GORDON**

Executed on

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\_\_\_\_\_  
**RYAN R. GORDON**

Attorney for Defendants and  
Counterclaimants,  
**LANCE OTT, DAVID YEAGER, STEVE  
BAGHOOMIAN, COLTON LASATER,  
CHARLES CHRISTOPHER, and  
CIRRATA VENTURES, LLC**

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**Approved as to form and content.**

**WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER, LLP**

Executed on \_\_\_\_\_

\_\_\_\_\_  
Attorneys for Plaintiffs and  
Counter-Defendants,  
**AVIS BULBULYAN AND SIVA  
ENTERPRISES**

Executed on 1/22/2019

**LAW OFFICES OF RYAN GORDON**  
  
\_\_\_\_\_  
**RYAN R. GORDON**

Attorney for Defendants and  
Counterclaimants,  
**LANCE OTT, DAVID YEAGER, STEVE  
BAGHOOMIAN, COLTON LASATER,  
CHARLES CHRISTOPHER, and  
CIRRATA VENTURES, LLC**