

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This settlement and general release agreement (the “Agreement”) is entered into this \_\_\_ day of November, 2011, by and between Savi Technologies, Inc., Vigna, Inc., Ravi Prathipati, Padma Balusu, Jagadeesh Mupparaju, and Vijaya Lakshimi Kaduru (hereinafter referred to as the “Defendants”) and Naveen Mysore Prakash and Chetana Vivekanand Desai (herein referred to as the “Plaintiffs”). The Plaintiffs and the Defendants are involved in a lawsuit currently pending in the United States District Court for the Western District of Washington at Seattle, captioned, Naveen Mysore Prakash and Chetana Vivekanand Desai v. Savi Technologies, Inc., Vigna, Inc., Ravi Prathipati, Padma Balusu, Jagadeesh Mupparaju, and Vijaya Lakshimi Kaduru Cause No. 01845-RSL (the “Lawsuit”). Plaintiffs and the Defendants enter into this Agreement in settlement of all claims, including but not limited to those asserted in the Lawsuit, on the terms described below.

1. Payment. The Defendants jointly and severally shall pay the gross sum of One Hundred and Sixty Thousand dollars and No Cents (\$160,000.00) representing Plaintiffs’ claims for alleged salary due, wage penalties, liquidated damages, costs and attorney’s fees (the “Settlement Amount”) as follows:

- a. Defendants shall pay Mikkeltorg, Broz, Wells & Fryer, PLLC in trust for Naveen Mysore Prakash in the amount of twenty thousand dollars (\$20,000.00), less applicable withholding at the time of the Plaintiffs’ execution of this Agreement;
- b. The balance of the settlement proceeds, One Hundred and Forty Thousand Dollars (\$140,000.00) shall accrue interest at the rate of 2% per annum and shall be paid in equal monthly installments of Eight Thousand Dollars (\$8,000.00), less applicable withholding, commencing on December 15, 2011 and on the fifteenth day of each month thereafter until paid in full. Attached at Exhibit A and incorporated herein is a schedule of payments, which schedule is premised upon timely payment of all amounts due and no prepayment of any additional amounts. In the event that Defendants choose to prepay the settlement amount due, the Defendants may do so without any prepayment penalty. All prepayment amounts shall be applied to reduce the principal balance due. In the event of a prepayment, the accrued interest reflected in Exhibit A, shall be recalculated, based upon the principal remaining and the continued monthly payments of \$8,000. Each payment shall be made payable to Mikkeltorg, Broz, Wells & Fryer, PLLC in trust for Naveen Mysore Prakash. If any payments made hereunder is not received by Mikkeltorg, Broz, Wells & Fryer, PLLC on or before them 15<sup>th</sup> of each month when due, a 5% late fee (\$400.00) shall be assessed for each late payment and be immediately due and payable by the Defendants.

2. Tax Liability. In connection with the payments described at paragraph 1, it is acknowledged and agreed that the Settlement Amounts shall be allocated as follows: \$25,000 represents W-2 wages allegedly due to Plaintiff Prakash, \$25,000 represents punitive damages and

\$110,000 represents reimbursement of attorney's fees. The Defendants shall issue Forms W-2 and 1099s as required by law. Plaintiffs understand and agree that: the Defendants are not required to pay any further sums to them, even if the tax liabilities and consequences to them resulting from the payments are ultimately assessed in a fashion which they do not presently anticipate; and neither the Defendants nor its attorneys have made any representations to them concerning any tax aspects of the payments. Further, in the event that the foregoing characterization is challenged by any taxing authority or agency, the Plaintiffs agree to indemnify the Defendants and hold the Defendants harmless from any and all tax liability, penalties or interest imposed by any third party as a result of this characterization.

3. General Release. In exchange for the payments described at paragraph 1, Plaintiffs fully and forever waive, release and gives up any claim they may have against the Defendants as of the date they sign this Agreement. This includes, but is not limited to, all claims arising from or based on their employment with the Defendants or their separation from employment as well as any claims attributable to: common law; contract, quasi-contract or tort; unpaid salary, commissions, other compensation or benefits; the Employee Retirement Income Security Act of 1974, as amended; the Internal Revenue Code of 1986, as amended; harassment, discrimination or retaliation under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, Section 1981 of the Civil Rights Act of 1866; age discrimination under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of 1990; the Family Medical Leave Act, and any federal, state, or local employment, discrimination, harassment or retaliation law, regulation or ordinance relating to employment or separation from employment. This includes a waiver of claims that they know about and claims that they may not know about. These releases extend to and inure to the benefit of Savi Technologies, Inc., Vigna, Inc., Ravi Prathipati, Padma Balusu, Jagadeesh Mupparaju, and Vijaya Lakshimi and all of their past and present shareholders, officers, directors, agents, employees, partners, attorneys, insurers, employee benefit plans, parents, subsidiaries, affiliates, marital communities, predecessors, successors, transferees, assigns, and related entities thereof, and all past and present shareholders, officers, directors, agents, employees, marital communities, representatives, partners, and attorneys of any of those persons and entities. These releases bind Plaintiffs and their partners, parents, heirs, survivors, legatees, executors, personal representatives, receivers, trustees, insurers, marital communities, successors, subrogees, transferees and assigns. Plaintiffs represent and warrant that they have not filed or initiated any lawsuit, arbitration or other proceeding of any kind against the Company, which has not been dismissed or otherwise completely terminated, except for the Lawsuit and a complaint lodged with the U.S. Department of Labor, and that they have not assigned or given to anyone any released claim that they have, ever have had or claimed to have, against the Defendants. Plaintiffs agree that at the time of the receipt of the settlement funds identified in paragraph 1(a), they will cause to be withdrawn with prejudice any agency claims made against any of the Defendants, including but not limited to any claim filed with the United States Department of Labor and the Washington State Department of Labor and Industries. Plaintiff hereby waives any right to collect any remuneration from any claim or complaint with any agency.

Likewise, the Defendants hereby fully and forever waive, release and give up any claim they may have against either or both of the Plaintiffs as of the date of the execution of this Agreement. This includes, but is not limited to, claims arising from or based upon plaintiffs'

employment with the corporate Defendants, their separation from employment, as well as any claims attributable to common law, contract, quasi-contract, or tort. This includes a waiver of claims that any of the Defendants knows about and claims it may not know about, or any unknown claims. This release binds the Defendants, their shareholders, past and present, officers, directors, agents, partners, parents, heirs, survivors, legatees, executors, personal representatives, receivers, trustees, insurers, marital communities, successors, subrogees, transferees and assigns.

4. Matters Not Waived. Plaintiffs are not waiving, releasing or giving up any claim that cannot be legally waived. Notwithstanding any provision of the General Release set forth in Section 3, above, Plaintiffs reserve the right to assert a claim that the underlying debt and settlement amount are non-dischargeable in any bankruptcy proceeding, and all claims necessary to the assertion of such a claim in any bankruptcy proceeding are not released and are specifically reserved.

5. Order of Dismissal. Upon execution of this Agreement, the Parties shall execute a Stipulation and Agreed Order of Dismissal Without Prejudice for entry in the Lawsuit. Counsel for the Defendants shall present and file the Stipulation and Agreed Order of Dismissal in the form attached hereto as Exhibit B after Plaintiffs' receipt of the settlement funds identified in paragraph 1(a), and clearance of such funds, if paid by check.

6. Confidentiality. Plaintiffs and Defendants represent, warrant and agree that they have not and will not disclose the terms of this Agreement, or that they have received any payments from the Company to anyone except their attorney, their financial and other advisors, the IRS and other taxing authorities, their immediate family (spouse, children, siblings, parents), or as required by law, in conjunction with the entry of the Confession of Judgment as provided herein or in response to an inquiry from any judicial, governmental, regulatory, or self-regulatory agency or organization. If they disclose the terms of this Agreement to their immediate family, their attorney, or their financial and other advisors, they will tell them that they must not disclose the terms of this Agreement. If they disclose the financial terms of this Agreement, that will be considered a violation of this Agreement by Plaintiffs.

7. Default/Confession of Judgment. The sums due under Paragraph 1 shall be secured with a Confession of Judgment against the Defendants, jointly and severally, in the total amount of Two Hundred and Twenty Five Thousand Dollars (\$225,000.00). In an Event of Default, Plaintiffs may secure entry of judgment upon the Confession of Judgment in the amount of \$225,000.000 with a credit for all amounts actually paid by the Defendants toward settlement, but no credit shall be given or allowed for the payment of any late fees, attorney's fees, or other expenses of enforcement and collection. The parties hereto agree that \$225,000 is a fair and reasonable compromise of Plaintiffs' claims, but that Plaintiffs settled their claims for a lesser amount based upon the Defendants' assertion that there is a limited ability to pay. In the event of a failure to timely make any payment due as provided in Section 1, above, the Defendants will be provided with a Notice of Default of said failure to pay. If payment is not received during the 5 days following the Effective Date of the Notice to Default, Defendants shall be in default hereunder (an "Event of Default"). Effective Date of the Notice of Default shall be 2 days following the mailing of the Notice. Notice to Default shall be in writing and sent by certified US priority mail and via email to the following addresses:

- a. Robin Williams Phillips  
Lasher Holzapfel Sperry & Ebberson P.L.L.C.  
601 Union Avenue, Suite 2600  
Seattle, WA 98101  
[phillips@lasher.com](mailto:phillips@lasher.com)
  
- b. Ravi Prathipati  
2775 Cruse Road, Suite 2502  
Lawrenceville, Georgia 30044  
[ravi@vignaus.com](mailto:ravi@vignaus.com)
  
- c. Jagadeesh Mupparaju  
2775 Cruse Road, Suite 2501  
Lawrenceville, Georgia 30044  
[jagadeesh@savi-tech.com](mailto:jagadeesh@savi-tech.com)
  
- d. Padma Balusu  
1425 Turnberry Avenue  
Suwanee, Georgia 30024  
[honeypad@hotmail.com](mailto:honeypad@hotmail.com)
  
- e. Vijaya Lakshmi Kaduru  
2791 Royston Dr.  
Deluth, Georgia  
[Vijjim@yahoo.com](mailto:Vijjim@yahoo.com)

Upon the occurrence of an Event of Default, Plaintiffs may proceed Ex Parte, without further notice to the Defendants to secure the entry of the a judgment based upon the Confession of Judgment and a declaration or affidavit confirming that 1.) the Defendants have failed to make all payments due under the Settlement Agreement, 2.) the Defendants have been provided Notice of Default in payment and have failed to timely cure the default in payment, and 3.) the total amount of payments made by the Defendants upon the Settlement Amount to the date of default in payment, which shall not include payments of any late fees or reimbursement of expenses incurred in enforcing the Settlement Agreement and which are due under the Settlement Agreement.

8. Payment of Legal Expenses of Enforcement. Plaintiffs shall be entitled to recover from Defendants, and Defendants shall promptly reimburse Plaintiffs for, legal expenses incurred by the Plaintiffs in enforcing and collecting upon the Default, including any legal expenses incurred in any bankruptcy proceeding filed by the Company.

9. Defendants' 2010 Financial Disclosures. This Settlement Agreement and the releases contained herein are expressly conditioned upon the accuracy and completeness of the financial disclosures made in the 2010 financial statements supplied by the Defendants to BB&T Bank and

the 2010 yearend financial statements supplied by Savi Technologies, Inc., and Vigna Inc. in the course of the Litigation.

10. Return of Company Property. Plaintiffs represent, warrant, and agree that within 5 calendar days from Plaintiffs' receipt and clearance of the funds in Paragraph 1(a) any and all Defendants' documents (including all copies, drafts and derivatives), materials, files, software, computer records, specifically including without limitation any records stored or maintained on their personal computers and any and all documents produced by the Defendants to Plaintiffs in the course of the Lawsuit, will be returned to the Defendants at the Defendant's expense. To the extent that documents have been kept on the personal computers of the Plaintiffs, the Plaintiffs hereby warrant that within 15 calendar days of receipt and clearance of the payments set forth in paragraph 1(a), all such documents shall be deleted from the hard drives for such computers.

11. Confidential or Proprietary Information. Plaintiffs agree that, except as required by law or except as reasonably required to enforce and collect upon this Agreement, they will not, directly or indirectly, disclose confidential or proprietary information about the Defendants. This includes, but is not limited to, processes, trade secrets, attorney work product and attorney-client communications, books, records, documents and information, whether written or not, about the corporate Defendants' business activities, and documents and data prepared in anticipation of or in the course of complaints, charges, investigations, examinations or litigation in which the Defendants are involved ("Confidential Information"). Plaintiffs also agree that they will not use any Confidential Information for their own purposes or to the benefit of another person or any entity. This Agreement does not prevent Plaintiffs from providing testimony or information about the Defendants in response to a valid subpoena, court order, a request by a governmental regulatory or self-regulatory agency. In this event, Plaintiffs understand that they must notify the defendants as soon as they are made aware of such a request to testify or provide information. They also understand that they must cooperate with any subpoena, court order or governmental regulatory or self-regulatory agency that requests them to provide testimony or information about the Defendants.

12. No Future Employment. Plaintiffs agree that the Defendants have no duty to rehire or reemploy the Plaintiffs in the future on a full-time, part-time or temporary basis. This includes, but is not limited to, using their services as a temporary or contingent worker, or contractor through any temporary services providers, vendors, or agencies, or appointing them to sell or service accounts on behalf of the Company.

13. Non-Admission. By signing this Agreement, Plaintiffs recognize that the Defendants do not admit that they have done anything wrong and the Defendants specifically state that they have not violated any federal, state, or local laws.

14. Entire Agreement. This Agreement is the entire agreement between the Defendants and Plaintiffs concerning the end of the Plaintiffs' employment with the corporate Defendants and the resolution of the Lawsuit. No other promises or agreements have been made to any party other than those in this Agreement. In deciding to sign this Agreement, the parties have not relied on any statement by anyone associated with the Plaintiffs or Defendants that is not contained in

this Agreement. The parties agree that this Agreement may not be modified, altered, or changed except by a written agreement signed by all the parties hereto.

15. Severability. The parties agree that if any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision will not be a part of this Agreement. The legality of the Agreement and the remaining provisions will not be affected by a finding that any provision of this Agreement is illegal, invalid or unenforceable.

16. Acknowledgments. The parties represent, warrant and agree that:

They have carefully read this entire Agreement, fully understands what this Agreement means, and are signing this Agreement knowingly and voluntarily.

17. Governing Law - The governing law of this Agreement will be the substantive and procedural law of the State of Washington.

\_\_\_\_\_  
Naveen Mysore Prakash

Date: \_\_\_\_\_

\_\_\_\_\_  
Chetana Vivekanand Desai

Date: \_\_\_\_\_

Savi Technologies, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Vigna, Inc.,

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ravi Prathipati, Individually and on  
behalf of his marital community

Date: \_\_\_\_\_

\_\_\_\_\_  
Jagadeesh Mupparaju, Individually and on  
behalf of his marital community

Date: \_\_\_\_\_

\_\_\_\_\_  
Padma Balusu, Individually and on  
behalf of her marital community

Date: \_\_\_\_\_

\_\_\_\_\_  
Vijaya Lakshimi, Individually and on  
behalf of her marital community

Date: \_\_\_\_\_