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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

06/27/2024 at 09:45:00 AM

Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

10 STANLEY SINGLETON, on behalf of
11 himself, all other aggrieved employees, and the
12 general public,

13 Plaintiffs,

14 v.

15 DIGIUS ENTERPRISES, LLC; ALI DIGIUS;
16 UTOPIA MANAGEMENT, INC.; URBAN
COAST PROPERTIES, INC.; and DOES 1-
100, inclusive,

17 Defendants.

Case No.: 37-2023-00005824-CU-OE-CTL

**JOINT STIPULATION REQUESTING
APPROVAL OF PAGA SETTLEMENT;
AND ~~[PROPOSED]~~ ORDER**

Complaint Filed: 02/09/2023

Dept.: C-70

Judge: Hon. Carolyn Caietti

Trial Date: March 7, 2025

1 Plaintiff Stanley Singleton (“Plaintiff” or “Singleton”) on behalf of himself and other current
2 and former aggrieved employees, and Defendants Digius Enterprises, LLC (“Enterprises”), Ali
3 Digius (“Digius”), Utopia Management, Inc. (“Utopia”), and Urban Coast Properties, Inc. (“Urban”)
4 (collectively, the “Defendants” and collectively referred to with Plaintiff as the “Parties”), by and
5 through their respective counsel of record, hereby stipulate as follows for purposes of settling this
6 action:

7 1. Pursuant to Labor Code section 2698 *et seq.* (the Labor Code Private Attorneys
8 General Act of 2004, or “PAGA”), on February 9, 2023, Plaintiff served a notice letter to the
9 California Labor and Workforce Development Agency (“LWDA”) and Defendant, pursuant to
10 California Labor Code Section 2699.3, to notify the LWDA of the alleged California Labor Code
11 violations. The LWDA did not respond to Plaintiff’s correspondence.

12 2. On February 9, 2023, Plaintiff filed his lawsuit against Defendants alleging
13 individual claims and a PAGA claim for Labor Code wage and hour violations primarily related to
14 Plaintiff’s allegations that Defendants failed to pay Plaintiff any wages for approximately 21 hours
15 per week of work that Plaintiff performed as an onsite resident manager at a 16 unit apartment
16 complex located at 4086 Swift Ave, San Diego, California 92104 (the “Property”), which is owned
17 entirely by Enterprises, an entity which is owned and managed by Digius (the “Digius Defendants”).
18 Digius Defendants owned and managed the Property since Plaintiff first became an onsite resident
19 manager on the Property. Plaintiff named Utopia and Urban as joint employer defendants in the
20 action because Plaintiff alleges that he worked directly with Utopia and Urban to complete his onsite
21 resident manager duties while the Digius Defendants engaged Utopia beginning in 2019 and then
22 Urban in 2022 as successive property managers for the Property.

23 3. Plaintiff also alleged that the Digius Defendants and Urban retaliated against Plaintiff
24 by unlawfully raising Plaintiff’s monthly rent by over \$1,000 which exceeded the ten (10) percent
25 annual cap in California and wrongfully terminating Plaintiff in or around October 2022, because
26 they believed Plaintiff did or would disclose unpaid wages and unlawful activity to a government
27 agency, body, or someone with authority to investigate and remedy the alleged noncompliance.

28 4. On April 17, 2023, Plaintiff filed his First Amended Complaint (the operative

1 “Complaint”) after the sixty-five (65) day notice period required by PAGA expired. Defendants
2 filed answers with general denials. Defendants deny all Plaintiff’s allegations including, but not
3 limited to, that Defendants employed Plaintiff.

4 5. On behalf of the State of California Plaintiff sought PAGA civil penalties for Labor
5 Code violations against all Defendants’ California employees from May 29, 2019, to the date of the
6 Court’s Order approving a PAGA claim settlement for PAGA civil penalties or a Judgement
7 awarding PAGA civil penalties.

8 6. After the case was at issue, the Parties engaged in extensive formal discovery which
9 resulted in Plaintiff filing eight (8) motions to compel further response, currently scheduled for
10 August 16, 2024. The Parties also attended three Informal Discovery Conferences (“IDC”) on
11 February 15, 2024; March 15, 2024; and April 26, 2024; where the Court assisted the parties in
12 substantially resolving most of the outstanding discovery issues. A fourth IDC is scheduled with the
13 Court on June 27, 2024.

14 7. Plaintiff learned from informal and formal discovery that Utopia and Urban had
15 indemnification agreements against the Digius Defendants. Plaintiff also did not obtain any
16 evidence showing the Digius Defendants having any other employees than Plaintiff who could be
17 an aggrieved employee for PAGA civil penalties. Even when Plaintiff was terminated in October
18 2022, Urban, not the Digius Defendants, hired the replacement onsite property manager onto its
19 payroll as its employee. That limited Plaintiff’s maximum PAGA civil penalties evaluation for just
20 himself and approximately 19 pay periods within the 1-year statute of limitations going back 1 year
21 to February 9, 2022, before the lawsuit was filed and ending in October 2022. As a result, Plaintiff’s
22 maximum PAGA civil penalties calculation which was part of his \$800,000 mediation demand was
23 only \$57,425. That included a \$25,000 Labor Code section 226.8 civil penalty for willful
24 classification, however Defendants have a reasonable argument that they didn’t classify Plaintiff as
25 an employee or independent contractor because Defendants didn’t pay Plaintiff anything. It also
26 included a \$10,000 Labor Code section 98.6 civil penalty and another \$10,000 Labor Code section
27 1102.5 civil penalty for Plaintiff’s claims that Defendants retaliated against him for complaining
28 about wages and whistleblowing. Removing that \$45,000 in intentional misclassification and

1 retaliation civil penalties which have a difficult burden of proving intent leaves a more realistic
2 \$12,425 maximum PAGA civil penalties calculation or just 1.5 percent of Plaintiff's \$800,000
3 mediation demand.

4 8. The Parties engaged in a full day of mediation on May 30, 2024, with a respected
5 wage and hour mediator, Hon. James J. Di Cesare (Ret.), after which the Parties agreed to the PAGA
6 civil penalties settlement in the attached Settlement Agreement ("Agreement"), attached hereto as
7 **Exhibit 1** and incorporated herein by reference. The Agreement contains the following material
8 terms in exchange for mutual full releases among all Parties:

- 9 a. \$250,000 shall be paid by the Digius Defendants to Plaintiff which includes
10 Plaintiff's attorney fees and costs¹ ("Settlement Payment"). The first installment of
11 \$75,000 is payable within five (5) days after the Court approves the PAGA civil
12 penalties settlement in the Agreement. The balance of \$175,000 is due in a second
13 installment sixty (60) days after the deadline for the first installment.
- 14 b. \$2,500 out of the \$250,000 shall be allocated to PAGA civil penalties as the PAGA
15 Settlement ("PAGA Settlement"). Seventy-five (75) percent of the PAGA
16 Settlement, which is \$1,875 shall be delivered to the California Labor and Workforce
17 Development ("LWDA") by Plaintiff. Twenty-five (25) percent of the PAGA
18 Settlement, which is \$625 shall be retained by Plaintiff as the sole aggrieved
19 employee of the Digius Defendants'.
- 20 c. Plaintiff shall receive a reduced rental rate of \$900 per month for a period of one (1)
21 year at the Property.
- 22 d. \$35,000 shall be paid by the Digius Defendants, separate from the Settlement
23 Payment to Plaintiff, to Utopia for the approximately \$67,000 Utopia incurred in
24 attorney fees and costs to defend itself in this lawsuit.

25 9. The Parties wish to avoid the uncertainties and expense of trial. The Parties and their
26 respective counsel are of the opinion that the Agreement for the consideration and on the terms set
27

28 ¹ Plaintiff incurred \$2,582.91 in costs pursuing this action thus far.

1 forth in this Agreement is fair, reasonable, and adequate and is in the best interests of the State of
2 California, Plaintiff, and Defendants considering all known facts and circumstances and the risks
3 inherent in litigation, including a vastly worse outcome for any of the Parties and the potential
4 appellate issues.

5 10. PAGA “civil penalties are additional to actual losses incurred. They are intended to
6 punish the employer for wrongdoing, often without reference to the actual damage sustained.” (*ZB*,
7 *N.A. v. Superior Court* (2019) 8 Cal.5th 175, 185-186.) However, in accordance with the Labor
8 Code § 2699(e)(1) and (e)(2)), the Court in a PAGA action has the same discretion “to assess a civil
9 penalty” that the Labor Commissioner would have, as well as complete discretion to “award a lesser
10 amount than the maximum civil penalty amount if, based on the facts and circumstances of the
11 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
12 confiscatory.”

13 11. Here, it would be unjust, arbitrary and oppressive, or confiscatory if the Court
14 required a PAGA Settlement of more than \$2,500 in civil penalties against the Digius Defendants
15 or required any civil penalties assessed against Utopia or Urban.

16 12. First, Plaintiff joined all four Defendants under a joint employer theory only for
17 liability purposes. A compliant employment relationship would typically involve a single employer.
18 This is a case where the Defendants could not agree who that single employer should be. Even
19 without any of the Defendants admitting liability, it’s fair for the Digius Defendants to be the only
20 ones punished with civil penalties here because they have also taken responsibility for compensating
21 Plaintiff for his losses incurred. Further, the Digius Defendants owned the Property since Plaintiff
22 began working as an onsite resident manager in 2013 for wages from several property management
23 companies the Digius Defendants engaged long before the Digius Defendants engaged Utopia in
24 2019 and then Urban in 2022 to serve as the property manager of the Property.

25 13. Second, Utopia and Urban have indemnification agreements against the Digius
26 Defendants. As a result, any PAGA civil penalties that the Court might assess against Utopia and
27 Urban would not punish them because all the related costs would ultimately shift from them to the
28 Digius Defendants through the indemnification agreements.

1 14. Third, the maximum calculation of realistic PAGA civil penalties that Plaintiff
2 sought against the Digius Defendants was very small to begin with. It only accounted for about 1.5
3 percent of the total monies Plaintiff sought, compared to the much larger categories of unpaid wages,
4 interest, compensatory damages for retaliatory wrongful termination, attorney fees and costs. Also,
5 Plaintiff was not able to find any evidence that the Digius Defendants had any other employees
6 during the PAGA statute of limitations period, leaving Plaintiff as the sole PAGA allegedly
7 aggrieved employee with just 19 pay periods of Labor Code violations from February 2022 to
8 October 2022.

9 15. Fourth, Digius represented that he must take out a home equity line of credit on his
10 primary residence to pay the Settlement Payment in two installments to Plaintiff. This suggests the
11 Digius Defendants will be punished sufficiently by the Court ordering \$2,500 in civil penalties and
12 any higher amount may be oppressive. Any more than \$2,500 also jeopardizes the entire Agreement
13 and could force the parties to continue litigating and try this case. Digius Defendants are not willing
14 to put more new money into the settlement to cover additional civil penalties. Plaintiff already made
15 a significant sacrifice to accept the Digius Defendants' bottom line at mediation, which includes
16 unfavorable installment payments. Finally, the Parties all believe that the Digius Defendants will
17 experience a significant deterrence from any future Labor Code violations by losing almost
18 \$300,000 from this Settlement Agreement.

19 16. On or about June 25²⁷, 2024, Plaintiff provided notice of the PAGA Settlement to the
20 LWDA by electronically submitting a copy of the Settlement Agreement.

21 17. Attached hereto as Exhibit 2 and incorporated herein by reference is the email
22 confirmation from the LWDA confirming the submission of the PAGA Settlement.

23 18. The Parties agree that the Court shall retain jurisdiction to enforce the terms of this
24 Settlement pursuant to California Code of Civil Procedure section 664.6.

25 WHEREFORE, IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES
26 HERETO, THROUGH THEIR RESPECTIVE COUNSEL, AS FOLLOWS: The Settlement is fair,
27 adequate, and reasonable, as it represents a reasoned compromise reached through arm's-length
28 negotiations and considers the risks, complexity, and expense of further litigation.

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Dated:

VON ESCH LAW GROUP, ALC

By: _____

Rob A. von Esch, IV
*Counsel for Defendants, Digius Enterprises,
LLC, Ali Digius, and Urban Coast Properties,
Inc.*

Dated: 6/25/2024

CHARMASSON, BUCHACA & LEACH, LLP

/s/Rob G. Leach/

By: _____

Rob G. Leach
*Counsel for Defendant, Utopia Management,
Inc.*

Dated: 06/25/2024

W LAW

By: _____

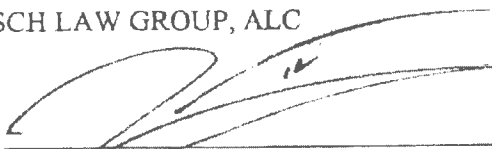

Jason Whooper
Counsel for Plaintiff, Stanley Singleton

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Dated: 6/25/24

VON ESCH LAW GROUP, ALC

By: 

Rob A. von Esch, IV
Counsel for Defendants, Digius Enterprises, LLC, Ali Digius, and Urban Coast Properties, Inc.

Dated:

CHARMASSON, BUCHACA & LEACH, LLP

By: _____

Rob G. Leach
Counsel for Defendant, Utopia Management, Inc.

Dated: 06/25/2024

W LAW

By: 

Jason Whooper
Counsel for Plaintiff, Stanley Singleton

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1 ~~PROPOSED~~ ORDER

2 This Court has reviewed the joint stipulation requesting approval of PAGA Settlement
3 submitted by Plaintiff Stanley Singleton ("Plaintiff" or "Singleton") and Defendants Digius
4 Enterprises, LLC ("Enterprises"), Ali Digius ("Digius"), Utopia Management, Inc. ("Utopia"), and
5 Urban Coast Properties, Inc. ("Urban") (collectively, the "Defendants" and collectively referred to
6 with Plaintiff as the "Parties") in support of approval of a Labor Code Private Attorneys General
7 Act of 2004 ("PAGA") civil penalties settlement ("PAGA Settlement") pursuant to Labor Code
8 section 2698 et seq. The PAGA Settlement is contained in the Parties' Settlement Agreement
9 ("Agreement"), attached hereto as Exhibit 1 and incorporated by reference in this order. Based upon
10 this review, and the findings below, the Court finds good cause to enter this order.

11 **FINDINGS:**

12 1. Unless otherwise specified, defined terms in this order granting approval of the
13 PAGA Settlement (the "Order") have the same definition as the terms in the Agreement.

14 2. The Court has jurisdiction over the subject matter and Parties of this litigation, during
15 the PAGA claims one-year statute of limitations period from February 9, 2022, to the date of this
16 Order, and over those persons or entities undertaking affirmative obligations under the Agreement.

17 3. The Parties expressly acknowledge in the Agreement that the PAGA Settlement is
18 entered into solely for the purpose of compromising significantly disputed claims, and that nothing
19 contained therein is an admission of liability or wrongdoing by Defendants.

20 4. The Court determines that there is sufficient evidence to suggest that the PAGA
21 Settlement was entered into in good faith, that the PAGA Settlement is fair, reasonable, and adequate
22 under the circumstances, and that the Parties have satisfied the standards and applicable
23 requirements for approval of a settlement of claims brought under PAGA.

24 5. The Court finds that pursuant to California Labor Code Section 2699(1)(2) and (1)(4),
25 the LWDA was given timely notice of the PAGA Settlement. On June 25, 2024, Plaintiff gave
26 notice to the LWDA by submitting a copy of the Agreement to the LWDA. Plaintiff's notice of the
27 PAGA Settlement complied with the requirements of California Labor Code Section 2699(1)(2).
28

1 **IT IS HEREBY ORDERED THAT:**

2 1. The terms of the Settlement are fair, adequate, and reasonable, and the PAGA
3 Settlement is approved under California Labor Code Section 2699(1)(2).

4 2. The Court affirms approval of the PAGA Settlement in the Agreement attached as
5 **Exhibit 1** as to the following “Aggrieved Employee(s)” specifically described in the PAGA
6 Settlement as: all employees of Digius Enterprises, LLC and Ali Digius from February 9, 2022,
7 through the date of this Order approving the Agreement, which as of the date of the Agreement is
8 only one (1) Aggrieved Employee(s), Plaintiff Stanley Singleton (“PAGA Settlement Scope”).

9 3. “Effective Date” means the date the Court enters the Order approving the PAGA
10 PAGA Settlement with the PAGA Settlement Scope described in the Parties’ Agreement and Joint
11 Stipulation Requesting Approval of PAGA Settlement.

12 4. Upon the approval by the Court, effective on the Effective Date, the Aggrieved
13 Employee(s), shall, for the PAGA Settlement Scope, fully release and forever release and discharge
14 Defendants, their past or present officers, directors, shareholders, members, owners, employees,
15 agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers,
16 and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and
17 attorneys, if any, and any individual or entity which could be jointly liable with Defendants (all such
18 released persons and entities, collectively, “Released Parties”) from any and all PAGA civil penalty
19 claims under California Labor Code section 2698 *et seq.* for the time period starting on February 9,
20 2022, and ending on the Effective Date that have been or could have been asserted in the Action or
21 in the notice letters that Plaintiff sent to the Labor and Workforce Development Agency regarding
22 his claims against Defendants based on the facts and legal theories asserted therein.

23 5. The total PAGA Settlement amount of \$2,500 in accordance with the PAGA
24 Settlement, is approved under California Labor Code Section 2699(1)(2).

25 6. Seventy-five (75) percent of the PAGA Settlement, which is \$1,875 shall be
26 delivered to the California Labor and Workforce Development (“LWDA”) by Plaintiff within ten
27 (10) days after Plaintiff receives the first installment of the Settlement Payment. Twenty-five (25)
28

1 percent of the PAGA Settlement, which is \$625 shall be retained by Plaintiff as the sole Aggrieved
2 Employee(s).

3 7. Pursuant to Code of Civil Procedure Section 664.6, the Court shall have authority
4 and continuing jurisdiction enforce the Settlement.

5 8. Nothing in the Order, PAGA Settlement, or Agreement is intended or will be
6 construed as an admission of liability or wrongdoing by Defendants. The Agreement and the fact
7 that Plaintiff and Defendant were willing to settle the PAGA claims will have no bearing on, and
8 will not be admissible in connection with, any litigation (other than solely in connection with the
9 Agreement).

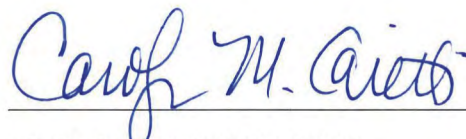
10 9. Within ten (10) calendar days after entry of this Order approving the PAGA
11 Settlement, Plaintiff shall submit a copy of the Order to the LWDA in compliance with California
12 Labor Code Section 2699(1)(3).

13 10. Within ten (10) calendar days after Plaintiff confirms receipt of the full Settlement
14 Payment in the Agreement, Plaintiff shall file a request for dismissal with prejudice of the entire
15 action.

16 **IT IS SO ORDERED.**

17
18 Dated: _____

7/16/24



HON. CAROLYN CAIETTI

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement and Release (hereinafter referred to as the "Agreement"), consisting of seven (7) pages including the signature lines, is effective as of May 30, 2024 by and between Plaintiff, Stanley Singleton (hereinafter referred to as the "Plaintiff") on the one hand and Digius Enterprises, LLC, Ali Digius, Utopia Management, Inc., and Urban Coast Properties, Inc. (hereinafter collectively referred to as the "Defendants") on the other hand. Plaintiff and Defendants may hereinafter individually be referred to as a "Party" or collectively as the "Parties."

Recitals

Plaintiff was an onsite property manager for a property located at 4086 Swift Avenue, San Diego, California 92104 (hereinafter referred to as the "Property").

The Property is owned by Digius Enterprises, LLC. Digius Enterprises, LLC is owned by Ali Digius.

Urban Coast Properties, Inc. and Utopia Management, Inc worked as outside property managers for Digius Enterprises, LLC and managed the Property.

Plaintiff was notified that he was terminated as the onsite property manager on or about July 20, 2022.

Plaintiff thereafter said that he had not been paid the appropriate amount of wages for his services from 2013 through 2022.

Plaintiff thereafter filed a Complaint on February 9, 2023, entitled Singleton v. Digius Enterprises, LLC et al, in the San Diego Superior Court, Case Number 37-2023-00005824-CU-OE-CTL, for Failure to Pay Wages – LC § 1194, Waiting Time Penalty – LC § 203, Failure to Provide Compliant Wage Statements and Keep Records – LC § 226, Unfair Business Practices – BPC § 17200, Whistleblower Retaliation – LC § 1102.5, Civil Penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA") – LC § 2699.

All of the Defendants filed an Answer to this Complaint, denying liability and asserting various affirmative defenses.

Utopia Property Management, Inc. also filed a Cross-Complaint against Digius Enterprises, LLC, Ali Digius, and Does 1-10 for Indemnification, Apportionment of Fault, Declaratory Relief, Express Indemnity, and Breach of Contract.

Digius Enterprises, LLC and Ali Digius filed an Answer to this Cross-Complaint, denying liability and asserting various affirmative defenses.

The above described documents, events, and occurrences shall be referred to as the "Dispute."

The Parties engaged in meaningful written discovery.

The Parties thereafter agreed to mediate this matter before Retired Judge James Di Cesare on May 30, 2024.

Without admitting any wrongdoing or liability, the Parties desire to settle the Dispute per the terms below.

1. Consideration. In consideration of the promises and releases made herein, Digius Enterprises, LLC and Ali Digius agrees to pay Plaintiff Two Hundred & Fifty Thousand Dollars (\$250,000) as follows: 1) a first payment in the amount of Seventy Five Thousand Dollars (\$75,000) within five (5) days after the Court approves this Agreement and agrees to retain jurisdiction over the Parties to enforce the terms of this Agreement as per California Code of Civil Procedure Section 664.6; and 2) a payment in the amount One Hundred & Seventy Five Thousand Dollars (\$175,000) within sixty (60) days after the deadline for the first payment. The settlement payment checks shall be made payable to W Law Inc. Client Trust Account, and personally delivered to Plaintiff's counsel at 1916 3rd Avenue, San Diego, California 92101 by hand or overnight delivery with a tracking number emailed to Plaintiff's counsel ("Settlement Payment").

Plaintiff shall allocate Two Thousand & Five Hundred Dollars (\$2,500) of this settlement payment to the Labor Code Private Attorneys General Act of 2004 ("PAGA") claims civil penalties ("PAGA Settlement"). Seventy-five (75) percent of the PAGA civil penalties shall be distributed to the California Labor and Workforce Development Agency ("LWDA"). Twenty-five (25) percent of the PAGA civil penalties shall be distributed to the PAGA aggrieved employee(s). The Parties acknowledge and agree that although Plaintiff alleged claims against all Defendants for purposes of liability, normally an employee would have a single employer who satisfies all obligations to comply with the Labor Code which includes, but is not limited to, paying the employee wages. As a result, the Parties further agree that it would be unjust, arbitrary and oppressive, or confiscatory to assess PAGA civil penalties against all Defendants here or to assess more than the amount of PAGA civil penalties identified above. As a further result, the parties agree that for purposes of settlement and without Defendants admitting any liability, Plaintiff was the sole PAGA aggrieved employee of Digius Enterprises, LLC which is supported by discovery responses from Digius Enterprises, LLC and Ali Digius denying that they employed any other persons during the PAGA statute of limitation period from February 9, 2022, through the date of the Court's Order approving this Agreement ("PAGA Settlement Scope"). Plaintiff's counsel shall, at no additional charge, prepare all necessary documents to obtain the Court's approval of this Agreement and retention of jurisdiction over the Parties as set forth herein, and attend any necessary hearings in order to obtain the Court's approval of such. The Parties shall proceed diligently and cooperate in good faith to prepare and execute all documents to seek approval from the Court and to do all things reasonably necessary to

consummate the Agreement as expeditiously as possible. Further the Parties intend to seek approval by stipulation and order.

Ali Digius and Digius Enterprises, LLC shall also allow Plaintiff to occupy Unit 16 of the Property at a reduced rental rate in the amount of nine hundred dollars (\$900) per month for a period of one (1) year, commencing June 1, 2024. Plaintiff shall abide by all other rent terms, rules, and laws as a tenant and may be subject to eviction if he fails to pay the rent or comply with the lease, rules, and laws as a tenant. After this one (1) year term, Plaintiff's rental rate shall adjust to the normal prevailing rate in the complex for the Property, and Plaintiff will sign a current lease if deemed necessary by Ali Digius and Digius Enterprises, LLC or the current owner of the Property.

The Parties all understand and agree that Utopia Management is not obligated under this Agreement to pay Plaintiff anything, and Utopia Management does not guarantee or warranty, and is not in any other way responsible for, the performance obligations of Ali Digius and/or Digius Enterprises under this Agreement, including without limitation their payment and discounted rent obligations toward the Plaintiff.

Plaintiff shall file a dismissal of his Complaint, with prejudice, as to all Defendants within ten (10) days after Plaintiff's counsel confirms receipt of all payments due in paragraph 1 above. NO SEPARATE PAYMENT WILL BE DUE FROM UTOPIA MANAGEMENT, INC. THE PAYMENT FROM DIGIUS ENTERPRISES, LLC AND ALI DIGIUS IS TO SETTLE THIS MATTER FOR ALL DEFENDANTS.

Utopia Management, Inc. incurred approximately Sixty-Seven thousand dollars (\$67,000) in attorney fees and costs to defend itself in this lawsuit. Ali Digius Enterprises, LLC has agreed to pay Utopia Management, Inc. Thirty-Five Thousand Dollars (\$35,000) for their attorney fees and costs associated with defending this lawsuit. This payment shall be made payable to Utopia Management, Inc. and is due to be paid on or before the second payment due to Plaintiff as per Section 1 of this Agreement. This check shall be delivered to Rob G. Leach, Esq. at 2635 Camino Del Rio South, #102, San Diego, CA 92108. Within five (5) days of successfully cashing this check, Utopia Management, Inc. shall dismiss its cross-complaint with prejudice.

2. General Release of All Claims. In consideration of the promises made herein and the consideration pursuant to paragraph 1 of this Agreement, Plaintiff on behalf of himself, his heirs, agents, successors and assigns, voluntarily and of his own free will, hereby forever releases, discharges and holds harmless the Defendants and each portfolio company or investment vehicle of or affiliated with any of the foregoing, and each of their affiliated and related entities, parents and subsidiaries, and each of their respective current and former subsidiaries, affiliates, related entities and parent companies, and each of their current and former officers, partners, members, managers, principals, shareholders, owners, directors, trustees, insurers, employees, agents, consultants, benefit plans, fiduciaries and administrators of the benefit plans, representatives, and attorneys, any of the prior property managers including but not limited to Buchanan Property Management Corp. and Noble Real Estate Services, and each of their predecessors, successors and assigns (the "Released Parties") from the Dispute, any and all claims, rights, causes of action and demands of whatever nature, whether known or unknown, that he had, has, or may have against the Defendants or the other Released Parties arising from any act, event or omission

which has occurred up through the date you execute this agreement. This general release includes, but is not limited to, claims under the following statutes (each as amended): Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; Sections 1981 and 1983 of the Civil Rights Act of 1866; Executive Order 11246; the Family and Medical Leave Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act ("WARN") and any applicable state WARN Act; the National Labor Relations Act; the Occupational Safety and Health Act; the Securities Exchange Act of 1934; the Sarbanes-Oxley Act of 2002; the Dodd-Frank Wall Street Reform and Consumer Protection Act; the Fair Credit Reporting Act; the Genetic Information Nondiscrimination Act of 2008; the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; the Equal Pay Act; the Rehabilitation Act of 1973; the Americans With Disabilities Act of 1990 and subsequent amendments; the California Government and Business & Professions Codes; the California Family Rights Act; the United States and California Constitutions; the Labor Code Private Attorneys General Act of 2004; the California Fair Employment and Housing Act; the Fair Pay Act; the California Industrial Welfare Commission (Wage) Orders; the California Labor Code including Section 132a and Section 4553; and any other federal, state and local law, regulation or common law. This release also includes, without limitation, claims for wrongful termination, constructive discharge, harassment, discrimination, and/or retaliation including based on race, age, religion, disability, engaging in a protected activity or any other protected characteristic; claims for failure to accommodate and/or denial of accommodation; claims for defamation, invasion of privacy, personal injury, assault and battery, and/or intentional or negligent infliction of emotional distress; claims for fraud, misrepresentation, securities fraud, violation of public policy, whistleblowing, breach of fiduciary duty and/or tort; claims for breach of contract (oral, written, express or implied), including claims arising from any offer or employment letter, tortious interference with contract, breach of the implied covenant of good faith and fair dealing and/or promissory estoppel; claims arising under or from any employee-related agreement, stock option, restricted stock, stock appreciation rights, or other equity or equity-related rights or securities agreement or plan, equity incentive plan, benefit plan, retirement, pension plan or severance plan, or company program of any kind; claims for wages, overtime, bonuses, on call pay, pay in lieu of notice, equity, options, remuneration of any kind, commissions and/or severance pay; claims for costs, penalties, damages, interest and/or attorneys' fees; and any other claims arising from or relating to his employment with the Defendants based on any theory now or hereafter recognized.

The Defendants also hereby release and discharge Plaintiff and his respective past and present heirs, beneficiaries, alter egos, attorneys, predecessors, successors, assigns, and each of them, and all persons acting by, through, under or in concert with such persons, from any and all actual or potential claims, obligations, debts and causes of action of any kind or nature whatsoever, whether known or unknown, anticipated, suspected, fixed, conditional, or contingent based on, arising out of, in connection with, or relating in any way to any dealings between the Defendants on the one hand, and Plaintiff, on the other hand, prior to the effective date of this Agreement, including without limitation of the generality of the foregoing, the subject matter of his employment with the Defendants and the Dispute.

The Defendants also hereby release and discharge one another and their respective past and present employees, officers, owners, agents, successors, assigns, attorneys, insurance carriers, and all persons acting by, through or in concert with such persons, from any and all actual or potential

claims, obligations, debts and causes of action of any kind or nature whatsoever, whether known or unknown, anticipated, suspected, fixed, conditional, or contingent based on, arising out of, in connection with, or relating in any way to any dealings between the Defendants prior to the effective date of this Agreement, including without limitation of the generality of the foregoing, the subject matter of Plaintiff's employment with the Defendants and the Dispute.

This Agreement does not release Plaintiff's obligations to pay rent, comply with the terms of his lease, rules, and the law that apply to him as a tenant at the Property.

3. **Release of Unknown Claims.** The Parties understand that the foregoing releases shall be effective as a full and final accord and satisfaction and general release of all claims, whether known or unknown, against one another and the other Released Parties. acknowledge that they have been advised of and fully waive, Section 1542 of the Civil Code of the State of California which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties waive any right which they have or may fully have under the above-mentioned Section 1542 or any other similar law that they may lawfully waive all such rights pertaining to the subject matter of this agreement. The Parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to exist with respect to the subject matter of this agreement which if they had known, may have affected their decision to sign this agreement; however, they hereby settle and release all the claims which they, had, have, or may have against one another and the other Released Parties including arising out of such additional or different facts.

4. **No Claims.** Plaintiff agrees that he has not, on behalf of himself, in cooperation or participation with any other person, entity or governmental agency, individually or collectively or in any capacity whatsoever, filed or in any manner voluntarily participated in any claim, charge, or action against the Defendants or the other Released Parties concerning any matter which was or could have been raised in connection with any matter released in this Agreement, and he agrees he will not do so, in any capacity, to the fullest extent permitted by law.

5. **Work Injuries/Leaves.** Plaintiff affirms that he has no known workplace injuries or occupational diseases which would be compensable under the California Workers' Compensation laws, and that he has been provided and/or have not been denied or retaliated against for requesting any leave under the Family and Medical Leave Act or the California Family Rights Act, other than the claims identified in the Recitals above.

6. **No Admission.** The Parties agree that this Agreement shall not be construed or used as, and is not evidence of, any admission by the Defendants or any of the other Released Parties of any violation of any federal, state or local statute, ordinance or regulation, any wrongdoing, or any duty allegedly owed by one Party to the other Party.

7. Entire Agreement/No Oral Modification. This agreement sets forth the entire understanding and agreement of the parties as to the subject matter herein and fully supersedes all prior and contemporaneous understandings and agreements between the parties pertaining to the subject matter herein. This agreement may not be modified, altered, or changed except in a written document signed by you and an authorized representative of the Parties.

8. No Inducements/Waiver/Severability/Construction. The Parties agree that neither Party or their representatives has made any representation or inducement to either Party relating to this agreement that is not expressed herein. The failure of either Party to enforce any provision of this agreement will not constitute a waiver of that party's right to subsequently enforce such provision or any other provision in this agreement. Should any provision of this agreement be declared unenforceable by a court of competent jurisdiction, such provision shall immediately become null and void and the remainder of this agreement shall not be affected thereby. However, the release is a material consideration for all the Parties, and the money and reduced rent in paragraph 1 are also material consideration for Stanley Singleton and Utopia Management, Inc. Should the Court not approve this Agreement or the release and Civil Code Section 1542 waiver be declared null and void, then the money paid (if any) to Stanley Singleton and Utopia Management, Inc. shall be returned to Digius Enterprises, LLC and Ali Digius by the respective Party, this Agreement shall be considered null and void, and all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. The language of this agreement shall not be construed strictly for or against any Party, but rather according to its fair meaning.

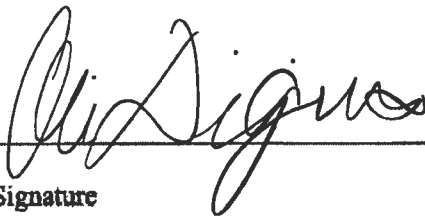
9. Successors and Assigns. This Agreement shall bind the heirs, administrators, executors, successors and assigns of each party, and inure to the benefit of the Defendants and their successors and assigns. The Parties agree that they have not assigned any of the claims that they are releasing herein to any third party. The Parties agree that each of the Released Parties is a third-party beneficiary of the provisions of this Agreement that benefit him, her or it.

10. Jurisdiction and Attorney Fees. The Parties agree and acknowledge that the San Diego County Superior Court shall retain jurisdiction over the Parties to enforce the terms of the Agreement pursuant to California Code of Civil Procedure section 664.6. The Parties also agree that if one party institutes any legal action or other proceeding against any other party to enforce the provisions of this Agreement or to declare rights and obligations under the Agreement, then the prevailing or otherwise successful party will be entitled to recover reasonable attorney's fees and costs from the non-prevailing or otherwise unsuccessful party or parties.

11. Taxes. Each Party shall bear his or its own tax liability associated with any of the payments required by this Agreement.

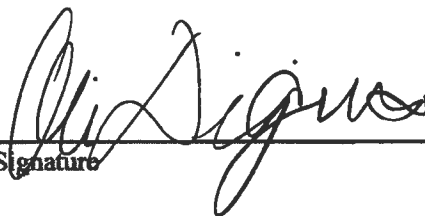
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF THIS AGREEMENT.

Ali Digius


Signature

6/26/2024
Date

Digius Enterprises, LLC


Signature

6/26/2024
Date and Title of Signing Person

Urban Coast Properties, Inc.


Signature

6/24/24
Date and Title of Signing Person

Utopia Management, Inc.

Signature

Date and Title of Signing Person

Signature

Digius Enterprises, LLC

Date and Title of Signing Person Signature

Urban Coast Properties, Inc.



Date and Title of Signing Person Signature
6/25/24
EVP, Utopia Management

Utopia Management, Inc.

Date and Title of Signing Person Signature

Stanley Singleton

Stanley Singleton



Signature

06/25/2024

Date

EXHIBIT 2

Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, June 27, 2024 at 9:22:22 AM Pacific Daylight Time
From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: Jason Whooper <jason@wlawinc.com>

06/27/2024 09:21:54 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm