

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.

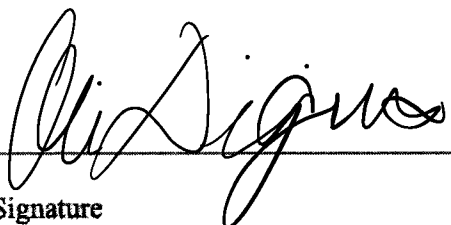
9. Successors and Assigns. This Agreement shall bind the heirs, administrators, executors, successors and assigns of each party, and inure to the benefit of the Defendants and their successors and assigns. The Parties agree that they have not assigned any of the claims that they are releasing herein 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.

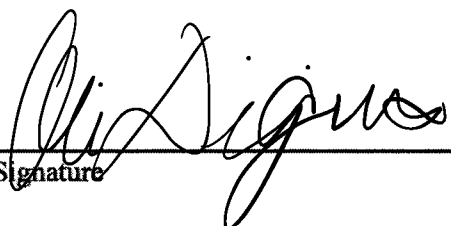
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF THIS AGREEMENT.

Ali Digius


Signature

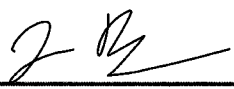
6/26/2024
Date

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

Signature
Date and Title of Signing Person

Urban Coast Properties, Inc.



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

Utopia Management, Inc.

Signature
Date and Title of Signing Person

Stanley Singleton

Stanley Singleton



06/25/2024

Signature

Date