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Attorney for Plaintiff,
CONSUELO LEPE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL**

CONSUELO LEPE, an individual,

Plaintiff,

v.

CHARLES HAU LE, an individual; et al,

Defendants.

Case No. 24STCV31369

Assigned to the Hon. Holly J. Fujie, Dept. 56

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION TO APPROVE DISMISSAL OF
PAGA CLAIM WITHOUT PREJUDICE;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
CHRISTINA M. COLEMAN**

Date: January 13, 2026

Time: 8:30 a.m.

Dept.: 56

RES ID: 490839453577

Action filed: November 27, 2024

Trial date: October 12, 2026

TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

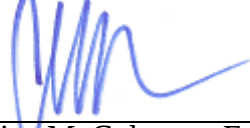
PLEASE TAKE NOTICE that, on January 13, 2026, or as soon thereafter as this matter may be heard in Department 56 of the above-entitled Court, located at 111 N. Hill Street, Los Angeles, California 90012, Plaintiff will and hereby does move to dismiss, without prejudice, her Eighth Cause of Action for Private Attorney General Act ("PAGA") (Cal. Labor Code §2699 et seq).

This motion is made pursuant to Labor Code §2699 (l)(2) on the grounds that settlements of PAGA claims must be approved by the Court, and is concurrently herewith being served on the Labor and Workforce Development Agency ("LWDA").

1 This motion will be based on this Notice, the attached Memorandum of Points and Authorities,
2 declaration of Christina M. Coleman and exhibits thereto, and all files, pleadings and records in this
3 matter, and on such other and further oral and documentary evidence as may be presented at the hearing
4 of the motion.

5
6 DATED: October 29, 2025

**LAW OFFICES OF CHRISTINA M. COLEMAN
A PROFESSIONAL CORPORATION**

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9 By: 

Christina M. Coleman, Esq.
Attorney for Plaintiff
CONSUELO LEPE

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2
3 **I. INTRODUCTION**

4 Plaintiff Consuelo Lepe moves the Court to approve the dismissal of her eighth cause of action
5 for Private Attorney General Act (PAGA) (Labor Code § 2699, et seq) without prejudice. Settlement
6 approval of PAGA claims is required by Labor Code §299(1)(2). Notice of the proposed settlement is
7 being provided to the Labor and Workforce Development Agency (“LWDA”) concurrently with the
8 filing of this motion, by uploading the settlement agreement and serving it with a copy of this motion
9 itself.

10 Plaintiff filed claims for wage and hour violations against Defendants Charles Hau Le (“Le”),
11 Beverly Hills Fabulous Estates Inc. (“BHFE”), and Beverly Hills Bentley Investments, Inc. (“BHBI”)
12 (collectively “Defendants”) based upon misclassification as independent contractor. Based on the
13 highly specific nature of Plaintiff’s claims based upon her position as nanny for Defendant Le’s
14 children, there is not support for extending Plaintiff’s individual wage and hour claims to a PAGA
15 claim involving other allegedly aggrieved employees. The parties engaged in extensive arm’s length
16 negotiations and reached a confidential settlement agreement to resolve Plaintiff’s individual claims
17 only. The settlement reached is reasonable in amount with respect to Plaintiff’s individual claims, as
18 outlined in greater detail below and in the attached declaration of Christina M. Coleman.

19 In light of the parties’ resolution of Plaintiff’s individual claims and the lack of evidence
20 supporting PAGA penalties for other aggrieved employees, Plaintiff requests the dismissal of the
21 PAGA claims, without prejudice.

22
23 **II. STATEMENT OF FACTS**

24 Plaintiff filed her complaint in this action on November 27, 2024, alleging claims for: 1.
25 Misclassification Of Employee As “Independent Contractor.” 2. Failure To Pay Wages (Cal. Labor
26 Code §§201, 1194); 3. Failure To Pay Minimum Wages (Cal. Labor Code §§1182.12, 1194, 1194.2,
27 1197); 4. Failure To Pay Overtime Compensation (Cal. Labor Code §§510, 1194); 5. Failure To
28 Provide Itemized Wage And Hour Statements (Cal. Labor Code §§226, Et Seq.); 6. Waiting Time

1 Penalties (Cal. Labor Code §§201-203); 7. Failure To Permit Inspection Of Personnel And Payroll
2 Records (Cal. Labor Code §§226 And 1198.5); 8. Private Attorney General Act (Cal. Labor Code
3 §2699, Et Seq); and 9. Unfair Competition (Bus. & Prof. Code §17200 Et Seq.). [Coleman Decl., ¶ 2.]

4 The wage and hour claims, including the PAGA, were based upon the following allegations of the
5 complaint:

- 6 • On or about March 6, 2024, Defendants hired Plaintiff to work as a live-in nanny, caring for
7 Defendant Le's newborn children at Le's home.
- 8 • Plaintiff was a domestic work employee who is a personal attendant, as such terms are
9 defined by Labor Code §1451, and whose right to overtime was therefore governed by
10 Labor Code §1454.
- 11 • Plaintiff was misclassified as an independent contractor throughout the entirety of her
12 employment, and paid only a flat rate of \$200 and later \$220 for 24-hour periods,
13 commencing at 9am and concluding at 9am the following day.
- 14 • During this time period, Plaintiff typically worked four days per week, but twice worked 7
15 days per week for two, 2-week periods when Le was short-staffed.
- 16 • Because payment of a fixed salary to a nonexempt employee shall be deemed to provide
17 compensation only for the employee's regular, nonovertime hours, notwithstanding any
18 private agreement to the contrary pursuant to Labor Code section 515(d)(2), Plaintiff's
19 hourly rate was \$22.22 (\$200 divided by 9 nonovertime hours) and later \$24.44 (\$220
20 divided by 9 nonovertime hours).
- 21 • Plaintiff contends she received no wages at all, not even minimum wages, for all hours
22 beyond 9 hours worked each shift, the entirety of which constituted overtime hours and
23 should have been paid at the rate of 1.5 her calculated hourly rate.

24 For her personal wage and hour claims, Plaintiff's complaint prayed for \$114,557.90, consisting of
25 unpaid wages, including minimum wages and overtime, paystub violations, liquidated damages, and
26 waiting time penalties. Plaintiff also prayed for PAGA penalties for herself alone of \$36,800, and
27 similar amounts on behalf of all of Defendants' aggrieved employees estimated to exceed \$300,000.
28 [Coleman Decl., ¶ 3.]

1 Though Plaintiff submitted the requisite pre-suit notice to the LWDA, the LWDA did not
2 respond to this notice and has not participated in this action. [Coleman Decl., ¶ 4.]

3 Defendants disputed any liability in this action, including as to all of the wage and hour claims.
4 Defendants' position was that Plaintiff was properly classified as an independent contractor, entered
5 into an independent contractor agreement, and was, concurrently with her engagement with Defendants,
6 conducting her own business. [Coleman Decl., ¶ 5.]

7 With respect to Plaintiff's PAGA claim, Plaintiff was unable to discover Labor Code violations
8 which would trigger liability for Defendants. Defendants BHFE and BHBI were entities owned by Le,
9 and through which Le paid certain of Plaintiff's wages, but did not act as her employer in any other
10 respect. [Coleman Decl., ¶ 6.] Further, during the short time period that Plaintiff worked for Defendant
11 Le, there were only 2-3 other nannies who worked for Defendant Le, some for only a few days, and
12 none of whom could be located to confirm they also worked 24-hours or their rate of pay. [Coleman
13 Decl., ¶ 7.]

14 On September 25, 2025, at a ResolveLaw LA Mandatory Settlement Conference, Plaintiff
15 negotiated a confidential settlement of her individual wage and hour claims, pursuant to which the
16 PAGA claims would be dismissed without payment. The settlement amount for the individual wage
17 and hour claims is approximately 65% of the amount Plaintiff prayed for in her complaint for these
18 same wage and hour claims. After factoring in attorneys' fees and costs, Plaintiff's net result from the
19 settlement is approximately 38% of the actual wages and damages prayed for. [Coleman Decl., ¶ 8.]

20 Pursuant to the terms of the non-PAGA settlement agreement, on October 28, 2025, Plaintiff
21 submitted a request for dismissal of all of her claims with prejudice, excepting only the eighth cause of
22 action for PAGA. [Coleman Decl., ¶ 9.] This case is currently scheduled for trial on October 12, 2026,
23 with the sole remaining cause of action being the eighth cause of action for PAGA, which this motion
24 seeks to dismiss without prejudice. [Coleman Decl., ¶ 10.]

25 Concurrently herewith, Plaintiff is electronically submitting a copy of the settlement agreement
26 to the LWDA only, as well as a copy of this motion. [Coleman Decl., ¶ 11.]

1 **III. THE SETTLEMENT IS FAIR AND REASONABLE IN LIGHT OF PLAINTIFF’S**
2 **INDIVIDUAL CLAIMS**

3 Plaintiff is moving for approval of the dismissal of the PAGA claim, without prejudice, pursuant
4 to Labor Code §2699(1)(2). As Plaintiff only sought PAGA penalties, no employees are prejudiced.

5 California law provides some general guidance concerning judicial approval of any settlement.
6 Public policy generally favors settlement. *Neary v. Regents of University of California* (1992) 3 Cal.4th
7 273. Further, in the context of evaluating a PAGA settlement, “a trial court should evaluate a PAGA
8 settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to
9 remediate present labor law violations, deter future ones, and to maximize enforcement of state labor
10 laws.” *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77,¹ citing *Williams v. Superior Court*
11 (2017) 3 Cal.5th 531, 546 [PAGA “sought to remediate present violations and deter future ones”] and
12 *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980 [the declared purpose of PAGA was to augment
13 state enforcement efforts to achieve maximum compliance with labor laws]. Many of the factors
14 relevant to evaluate class action settlements, such as “the strength of the plaintiff’s case, the risk, the
15 stage of the proceeding, the complexity and likely duration of further litigation, and the settlement
16 amount” can be “useful in evaluating the fairness of a PAGA settlement.” *Moniz*, 72 Cal.App.5th at 77.

17 Here, this is not a class action, there is not a waiver of rights by former and/or current alleged
18 employees, and the LWDA has not participated in this case. Plaintiff will advise this Court at the time
19 a reply brief is due whether the LWDA has objected to the settlement.

20 As to the strength of the case, Plaintiff believed the case for liability as to her individual claims
21 was strong, but it was unclear whether a jury would award Plaintiff wage damages for the entirety of
22 her 24-hour shifts, or would believe that Plaintiff was properly classified as an independent contractor.
23 This risk was a “swing” in Plaintiff’s potential damages of the full amount prayed for, or zero if the jury
24 found Plaintiff was properly classified as an independent contractor and no further payments were
25 owing. As to the strength of the case as to any other potentially aggrieved employees, there was no
26 evidence that Defendants would be liable at all, or that any other nanny was misclassified as an
27 independent contractor and/or not paid all amounts owing.

28

¹ Disapproved of on unrelated grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664

1 With respect to the stage of the proceeding, the complexity and likely duration of further
2 litigation, Plaintiff has already requested dismissal with prejudice of all claims except the eighth cause
3 of action for PAGA. This factor strongly favors approval of the settlement. The parties reached this
4 settlement after nearly a year of litigation. The parties have conducted extensive investigation,
5 discovery, and arms-length negotiation between experienced and informed counsel and with the
6 assistance of a seasoned and well-respected settlement officers through the Court's own ResolveLaw
7 LA MSC program. The current trial date is October 12, 2026, and the only claim that would be tried
8 are the PAGA claims which, as set forth above, there is no evidence of Defendants' liability to any
9 other potentially aggrieved employees. Further litigation would necessitate further expenses and costs
10 for both parties. Where a settlement provides timely, certain, and meaningful recovery, it ought to be
11 favored.

12 With respect to the settlement amount, the settlement reflects the parties' mutual agreement to
13 allocate zero dollars to Plaintiff's individual PAGA claim. The parties arrived at this amount based on
14 the exchange of substantial information and a settlement conference with two ResolveLaw LA
15 settlement officers. Plaintiff voluntarily entered into an agreement to accept a monetary benefit to settle
16 her individual claims and not pursue even her individual PAGA claim. Courts have previously
17 approved settlements where parties mutually agree to allocate zero dollars or another nominal amount
18 to a PAGA claim. See, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579 ["We conclude
19 the trial court did not abuse its discretion in approving a settlement which does not allocate any
20 damages to the PAGA claims"]. Moreover, Plaintiff's settlement does not impair the rights or release
21 the claims of other allegedly aggrieved employees, any or each of whom would still be entitled to bring
22 his or her own action, including another PAGA claim. Accordingly, this factor also favors approval.

23 Here, the proposed settlement of the wage and hour claims was reached through arms-length
24 bargaining. Plaintiff has sufficient evidence to substantiate her own personal claims, but insufficient
25 evidence to substantiate any PAGA claims. Settlement of Plaintiff's claims only with prejudice, and
26 dismissal of any PAGA representative claims without prejudice, is reasonable under such
27 circumstances.
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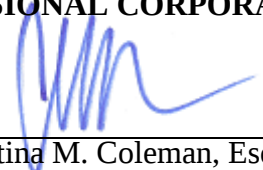
1 **IV. CONCLUSION**

2 Plaintiff's motion to approve dismissal without prejudice of her eighth cause of action for
3 PAGA should be approved. The settlement of Plaintiff's individual claims is reasonable, given the
4 consideration Plaintiff is receiving therefor, the lack of evidence supporting penalties owing to any
5 other aggrieved employees, and given that any other potential claimants are still able to pursue a PAGA
6 claim should they wish to do so.

7
8 DATED: October 29, 2025

**LAW OFFICES OF CHRISTINA M. COLEMAN
A PROFESSIONAL CORPORATION**

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11 By:



Christina M. Coleman, Esq.
Attorney for Plaintiff
CONSUELO LEPE

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- Because payment of a fixed salary to a nonexempt employee shall be deemed to provide compensation only for the employee's regular, nonovertime hours, notwithstanding any private agreement to the contrary pursuant to Labor Code section 515(d)(2), Plaintiff's hourly rate was \$22.22 (\$200 divided by 9 nonovertime hours) and later \$24.44 (\$220 divided by 9 nonovertime hours).
- Plaintiff contends she received no wages at all, not even minimum wages, for all hours beyond 9 hours worked each shift, the entirety of which constituted overtime hours and should have been paid at the rate of 1.5 her calculated hourly rate..

For her personal wage and hour claims, Plaintiff's complaint prayed for \$114,557.90, consisting of unpaid wages, including minimum wages and overtime, paystub violations, liquidated damages, and waiting time penalties. Plaintiff also prayed for PAGA penalties for herself alone of \$36,800, and similar amounts on behalf of all of Defendants' aggrieved employees estimated to exceed \$300,000.

4. Though I submitted the requisite pre-suit notice to the LWDA on Plaintiff's behalf, the LWDA did not respond to this notice and has not participated in this action.

5. Defendants disputed any liability in this action, including as to all of the wage and hour claims. Defendants' position was that Plaintiff was properly classified as an independent contractor, entered into an independent contractor agreement, and was, concurrently with her engagement with Defendants, conducting her own business.

6. With respect to Plaintiff's PAGA claim, Plaintiff was unable to discover Labor Code violations which would trigger liability for Defendants. Defendants BHFE and BHBI were entities owned by Le, and through which Le paid certain of Plaintiff's wages, but did not act as her employer in any other respect.

7. Further, during the short time period that Plaintiff worked for Defendant Le, there were only 2-3 other nannies who worked for Defendant Le, some for only a few days, and none of whom could be located to confirm they also worked 24-hours or their rate of pay.

8. On September 25, 2025, at a ResolveLaw LA Mandatory Settlement Conference, Plaintiff negotiated a confidential settlement of her individual wage and hour claims, pursuant to which the PAGA claims would be dismissed without payment. The settlement amount for the individual wage and hour

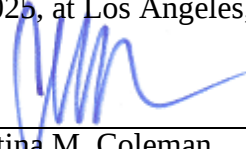
1 claims is approximately 65% of the amount Plaintiff prayed for in her complaint for these same wage and
2 hour claims. After factoring in attorneys' fees and costs, Plaintiff's net result from the settlement is
3 approximately 38% of the actual wages and damages prayed for.

4 9. Pursuant to the terms of the non-PAGA settlement agreement, on October 28, 2025,
5 Plaintiff submitted a request for dismissal of all of her claims with prejudice, excepting only the eighth
6 cause of action for PAGA. As of the making of this motion, the dismissal is still pending.

7 10. This case is currently scheduled for trial on October 12, 2026, with the sole remaining
8 cause of action being the eighth cause of action for PAGA, which this motion seeks to dismiss without
9 prejudice..

10 11. Concurrently herewith, I am electronically submitting a copy of the settlement agreement
11 to the LWDA only, as well as a copy of this motion. Service on the LWDA is being accomplished by
12 electronic submission through its portal. The entered order of dismissal will likewise be served on the
13 LWDA via electronic submission through its portal should the court approve the request for dismissal. I
14 am not submitting a copy of the settlement agreement to the Court, because the settlement agreement is
15 confidential and the parties do not wish it to be made part of the public record. However, I will have a
16 copy of the signed settlement agreement available at the hearing for the Court's review, should the Court
17 desire.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing is
19 true and correct. Executed this 29th day of October 2025, at Los Angeles, California.

20
21 
22 _____
23 Christina M. Coleman
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 113 N. San Vicente Blvd., Suite 341, Beverly Hills, CA 90211, and my electronic service address is: christina@christinacolemanlaw.com.

On October 29, 2025, I served the foregoing documents described as PLAINTIFF'S NOTICE OF MOTION AND MOTION TO APPROVE DISMISSAL OF PAGA CLAIM WITHOUT PREJUDICE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF CHRISTINA M. COLEMAN on the interested parties in this action as follows:

Laurie M. Cortez, Esq.
Emilio Law Group APC
Email: lauriecortez@emiliolaw.com

*Attorneys For Defendants Charles Hau Le,
Beverly Hills Fabulous Estates Inc., and
Beverly Hills Bentley Investments, Inc.*

Rachel E. Thomas, Esq.
Emilio Law Group APC
Email: rachelthomas@emiliolaw.com

Courtesy copies to:
madicampbell@emiliolaw.com
EthanDickinson@emiliolaw.com

Labor and Workforce Development Agency
Electronic submission through portal

☒ BY ELECTRONIC MAIL: Pursuant to Code of Civil Procedure §§ 1010.6(a)(2), 1010.6(e), and 1013(g), and/or California Rules of Court 2.251(b)(1)-(2), I transmitted a copy of the aforementioned document to each addressee above to the email address(es) indicated.

Executed on October 29, 2025, at Los Angeles, California.

☒ STATE I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ FEDERAL I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Christina M. Coleman



Journal Technologies Court Portal

Make a Reservation

CONSUELO LEPE vs CHARLES HAU LE, et al.

Case Number: 24STCV31369 Case Type: Civil Unlimited Category: Other Employment Complaint Case

Date Filed: 2024-11-27 Location: Stanley Mosk Courthouse - Department 56

Reservation

Case Name: CONSUELO LEPE vs CHARLES HAU LE, et al.	Case Number: 24STCV31369
Type: Motion to Dismiss	Status: RESERVED
Filing Party: Consuelo Lepe (Plaintiff)	Location: Stanley Mosk Courthouse - Department 56
Date/Time: 01/13/2026 8:30 AM	Number of Motions: 1
Reservation ID: 490839453577	Confirmation Code: CR-AI3S7PCAQOX8KX3D3

Fees

Description	Fee	Qty	Amount
Motion to Dismiss	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount: \$0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

Print Receipt

Reserve Another Hearing

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