

CONFIDENTIAL RELEASE AND SETTLEMENT AGREEMENT

This Confidential Release and Settlement Agreement (“Agreement”) is mutually made and entered into between Consuelo Lepe (“Plaintiff”), on the one hand, and Charles Hau Le, an individual, Beverly Hills Fabulous Estates, Inc., a California Corporation, and Beverly Hills Bentley Investments, Inc., a California Corporation (together “Defendants”) (collectively, the “Parties”), on the other hand to settle forever all claims. The Parties agree that:

WHEREAS, on November 27, 2024, Plaintiff commenced a civil class action against the Defendants, in the Superior Court of California, County of Los Angeles, Case number 24STCV31369 (“Civil Action”) alleging (1) Misclassification of Employee as “Independent Contractor”, 2) Failure to Pay Wages, 3) Failure to Pay Minimum Wages, 4) Failure to Pay Overtime Compensation, 5) Failure to Provide Itemized Wage and Hour Statements, 6) Waiting Time Penalties, 7) Failure to Permit Inspection of Personnel and Payroll Records, 8) Private Attorney General Act (PAGA), and 9) Unfair Competition, and seeking general, special, and punitive damages, prejudgment interest, and attorneys’ fees and costs; and;

WHEREAS, Defendants deny any and all liability whatsoever;

WHEREAS, following extended negotiations, the Parties have agreed to compromise and settle the entire Civil Action and the entire underlying dispute on a confidential basis and without any admission of liability by any party.

THEREFORE, the Parties for the good and sufficient consideration as set forth below hereby agree as follows:

1. CONSIDERATION FOR AGREEMENT: Defendants jointly agree to pay Plaintiff a total of \$75,000 within thirty (30) days of the execution of this Agreement by Plaintiff. The Check shall be made payable to “Law Offices of Christina M. Coleman APC Client Trust Account” and mailed directly to Law Offices of Christina M. Coleman, APC, 113 N. San Vicente Blvd., Suite 341, Beverly Hills, CA 90211, to be delivered on or before the above due date.

Defendants will issue an appropriate IRS Form 1099 to Plaintiff’s counsel reflecting the amount set forth above. Plaintiff’s counsel will issue a W-9 to Defendants’ counsel within 5 days of signing this Agreement.

Pursuant to California Code of Civil Procedure §664.6, both Parties agree that the Court may retain jurisdiction over this action and each of the Parties to enforce the settlement until performance in full of the terms of the settlement. This Agreement shall be admissible pursuant to Evidence Code §1123 for purposes of enforcement.

2. **TAX CONSEQUENCES:** It is further acknowledged and agreed between the Parties that this settlement agreement and release is in no respect contingent or dependent on the ultimate tax consequences of the settlement. The Defendants are not responsible or liable to Plaintiff in any respect whatsoever for the tax consequences or tax liabilities that may result from this settlement agreement and release. Plaintiff agrees to indemnify Defendants and holds it harmless for any reasonable damages that arise out of Plaintiff's failure to pay taxes from the payment described in section 1 above. In addition, Plaintiff agrees to give Defendants prompt notice of any threatened action or potential liability.

3. **CONFIDENTIALITY:** Plaintiff and anyone acting on her behalf shall not copy or disclose this Agreement to anyone, and shall keep its existence and terms including but not limited to, the fact and amount of payment made by the Defendants absolutely and forever confidential, except as follows: (i) Plaintiff may make such disclosures as are necessary to comply with a valid subpoena or court order, but only after giving the other party at least fifteen days advance written notice of the subpoena or court order before making any such disclosure; and (ii) Plaintiff may make such disclosures to her attorneys, accountants, tax advisors, immediate family, or spouse, at which time the individual receiving information about the terms of this Agreement shall be informed about the existence of this confidentiality provision and shall advise each recipient that the recipient will not make any improper use or disclosure contrary to this Agreement. If asked about this Agreement or any of the terms contained herein, Plaintiff shall provide no other statement than that "the matter has been resolved." Plaintiff acknowledges that this confidentiality provision was a material inducement for the Defendants to have entered in this Agreement since disclosure of the existence or terms of this Agreement will cause great prejudice to the Defendants in dealing with other past, present, and future employees. Accordingly, in the event of any proven breach of the provision of this paragraph, Plaintiff shall be liable to Defendants for liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per proven breach. Plaintiff acknowledges and agrees that said liquidated damages amount constitutes a reasonable estimate of the damages that would be caused to Defendants by any proven breach of the provisions of this paragraph by Plaintiff. The terms of this paragraph are not breached by any disclosures necessary to obtain dismissal of the PAGA representative claim.

4. **MUTUAL NON-DISPARAGEMENT CONVENANT:** Plaintiff agrees that she will not, at any time in the future, in any way disparage Defendants or its current and former officers, directors and employees, verbally or in writing, or make any statements to the press or to third parties that may be derogatory or detrimental to Defendants' good name or business reputation. This includes any social media, Yelp or other website postings. Likewise, the officers and directors of Defendants will not, at any time in the future, make any derogatory or disparaging statements to any third parties about Plaintiff, verbally or in writing. If any inquiries are made as to Plaintiff's employment, Defendants agrees to provide only the Plaintiff's dates of employment and job title.

5. EMPLOYMENT STATUS: Plaintiff acknowledges that her employment with the Defendants ended, and by this agreement she has received all benefits and been paid all wages, vacation, reimbursement, and any other amounts due from her employment by the Defendants.

6. DISMISSAL OF THE CIVIL ACTION: Plaintiff shall within 10 days of written confirmation of receipt of the full payment of the Settlement dismiss her individual claims in full from the Civil Action with prejudice as to all Defendants. Plaintiff and Defendants shall bear their own costs and attorneys' fees in the Civil Action and hereby waive any right to appeal or move for reconsideration in the Civil Action.

7. DISMISSAL OF REPRESENTATIVE CLAIMS. The parties agree that this settlement includes a dismissal of all claims Plaintiff has alleged on behalf of a putative Class or Aggrieved Employees or claims under the Private Attorney General Act (PAGA), Labor Code §2699, et. seq. This settlement does not include any amounts for PAGA penalties, nor has Plaintiff, by virtue of this settlement, recovered on behalf of herself or any other person, any PAGA penalties, and the parties understand and agree that Labor Code §2699(s)(2) is not implicated. The plaintiff is giving up all rights raised under PAGA, and the PAGA claims, to the extent they exist, shall be dismissed without prejudice as to all unnamed putative representative members in this action. Toward that end, Plaintiff and her counsel shall file a Request for Dismissal of the PAGA claims, including any declarations that may be required by the court, and the Defendants and Defendants' counsel will agree to cooperate to ensure that a dismissal is obtained.

8. GENERAL RELEASE: In consideration for this Agreement and for other valuable consideration, Plaintiff hereby fully and forever releases and discharges Defendants, and their parent, subsidiary, and affiliated or related companies, and respective past, present, and future officers, directors, shareholders, employees, attorneys, accountants, insurers, consultants, administrators, agents, successors, and assigns from any and all claims, demands, complaints, charges, causes of actions, contracts, promises, rights, or liabilities ("Released Claims"), that she or any spouse, dependent, or other person acting on her behalf now holds, or has held, or may hereafter hold, whether known or unknown, including but not limited to those relating to Plaintiff's employment, compensation, or termination by the Defendants or arising under any California, municipal or Federal statute, ordinance, regulation, order or common law such as Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(a), et seq.; the Civil Rights Act of 1966, as amended 42 U.S.C. §1981, et seq.; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; the California Fair Employment and Housing Act, as amended, California Government Code §12900 et seq.; the Unruh Civil Rights Act, as amended, California Civil Code §51, et seq.; all provisions of the California Labor Code; the Employee Retirement Income Security Act, 29 U.S.C. §1001, et seq.; and any action based on contract, quasi-contract, implied contract, wrongful or constructive discharge, breach of the covenant of good faith and fair dealing, libel, slander, assault, battery, invasion of privacy, negligent or intentional infliction of emotional distress, discrimination on any basis prohibited by statute, ordinance, or public policy, negligence, interference with business opportunity or with contracts, or unfair insurance

practices, and any other cause of action whatsoever which arose on or before the date of the complete execution of this Agreement.

9. AGE DISCRIMINATION: Plaintiff acknowledges that she is knowingly and voluntarily waiving and releasing any rights she may have under the Age Discrimination in Employment Act of 1967 ("ADEA"). Plaintiff also acknowledges that the consideration given for the waiver and release in the preceding paragraph hereof is in addition to anything of value to which she is already entitled. Plaintiff further acknowledges that she has been advised by this writing, as required by the Older Workers' Benefit Protection Act, that: (a) the waiver and release does not apply to any rights or claims that may arise after the Effective Date of this Agreement; (b) the Plaintiff is advised to consult with an attorney prior to executing this Agreement; (c) the Plaintiff has at least twenty-one (21) days to consider this Agreement (although she may by her own choice execute this Agreement earlier); (d) the Plaintiff has seven (7) days following the execution of this Agreement by the parties to revoke the Agreement; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired ("Effective Date"). Plaintiff may revoke this provision of Release only by giving Defendants' Counsel formal, written notice of Plaintiff's revocation of this Release to be received by the close of business on the seventh day following Plaintiff's execution of this Release.

10. WAIVER OF CIVIL CODE §1542: The Parties specifically intend that the release contained in this Agreement shall bar all Released Claims, including those which are currently unknown to them. Plaintiff understands and accepts the risk that she may later discover a claim encompassed by the Release in this Agreement which she did not know or suspect to exist, or which she could not have known or suspected to exist. Plaintiff hereby specifically waives the protection of Civil Code section 1542 which reads as follows:

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

11. NO ADMISSION OF LIABILITY: This Agreement embodies a mutual compromise that the parties have entered into for the purpose of achieving peace and avoiding the risk and expense of litigation. Nothing in this Agreement shall be construed or offered as evidence of liability or wrongdoing by either party, and each party hereby denies having engaged in any wrongdoing or incurred any liability to the other party, as alleged in the Civil Action or otherwise.

12. NO OTHER CLAIMS FILED OR PENDING: Plaintiff further affirms that she has not filed, caused to be filed, or is presently a party to or assigned any claim, charge, complaint of action against any of the Releasees in any forum or form.

13. VOLUNTARY AGREEMENT AND REPRESENTATION BY COUNSEL: Plaintiff represents that she is of sound mind and not acting under duress or undue influence, and that she has read and understood every word of this Agreement. Plaintiff further represents that she has entered into this Agreement freely and voluntarily, with a full understanding of its force and effect including the general release of claims in this Agreement. Plaintiff further acknowledges that she has been represented by able counsel throughout this dispute and in negotiations for this Agreement, and that she has discussed the benefits and terms of this Agreement with her counsel.

14. SEVERABLE PROVISIONS: The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

15. ATTORNEY'S FEES: All parties shall bear their own attorney fees and costs with respect to the litigation and reaching this Agreement. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall recover all costs and attorneys' fees incurred in such enforcement.

16. SUCCESSORS: The terms of this Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

17. COUNTERPARTS: This Agreement and any amendment or supplement hereto may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures by facsimile, photocopy, Docusign, pdf and/or e-mail delivery shall constitute original signatures for all purposes.

18. AMENDMENTS: This Agreement can be modified or amended only in writing signed by all parties.

19. GOVERNING LAW: This Agreement shall be interpreted under the laws of the State of California.

20. LANGUAGE: The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party hereto.

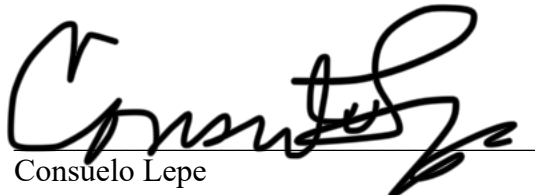
21. CONSTRUCTION: The agreement shall be construed as if all parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one party. The parties agree that all parties (or their counsel) were involved in the preparation and drafting of this agreement. The parties each waive and relinquish in connection with this agreement any and all rights or claims pursuant to California Civil Code Section 1654, and the parties each agree that such law shall not be asserted in this or any subsequent proceedings among the parties.

22. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, negotiations and other dealings between the parties.

THE PARTIES HAVE READ AND FULLY CONSIDERED THIS AGREEMENT AND GENERAL RELEASE AND ARE MUTUALLY DESIROUS OF ENTERING INTO SUCH AGREEMENT AND GENERAL RELEASE TO SETTLE AND RELEASE ALL CLAIMS EACH HAS OR MIGHT HAVE AGAINST THE OTHER PARTY.

PLAINTIFF

Dated: 09/26/2025



Consuelo Lepe

DEFENDANTS

Dated: _____

Charles Hau Le

Dated: _____

Beverly Hills Fabulous Estates, Inc.
By Charles Hau Le, President

Dated: _____

Beverly Hills Bentley Investments, Inc.
By: Charles Hau Le, President

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PLAINTIFF

Dated: _____

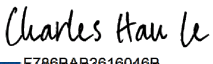
DEFENDANTS

Dated: 9/26/2025

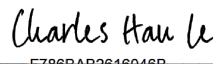
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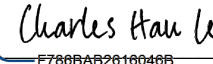
Consuelo Lepe

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Charles Hau Le

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Beverly Hills Fabulous Estates, Inc.
By Charles Hau Le, President

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Beverly Hills Bentley Investments, Inc.
By: Charles Hau Le, President