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Attorney for Plaintiffs

VALERIE STRAUSS, ELIZABETH STRAUSS, and KEVIN ROBBINS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

VALERIE STRAUSS, an individual;
ELIZABETH STRAUSS, an individual; and
KEVIN ROBBINS, an individual;

Plaintiffs,

v.

LE VENTURES, LLC, a California limited
liability company, KHOI LE, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Case Number: 24SMCV05654

Assigned to Honorable H. Jay Ford III

Dept.: O

**[Amended as a matter of right, pursuant to
Labor Code section 2699.3(a)(2)(C)]**

COMPLAINT FOR DAMAGES

- 1. FAILURE TO PROVIDE MEAL PERIODS [CAL. LABOR CODE §512]**
- 2. FAILURE TO PROVIDE REST PERIODS [CAL. LABOR CODE §226.7]**
- 3. FAILURE TO PAY OVERTIME COMPENSATION [CAL. LABOR CODE §§ 510 AND 1194]**
- 4. FAILURE TO PROVIDE SICK LEAVE [CAL. LABOR CODE §246]**
- 5. FAILURE TO PAY WAGES FOR ALL TIME WORKED [CAL. LABOR CODE §210]**
- 6. WAITING-TIME PENALTIES FOR FAILURE TO TIMELY PAY [CAL. LABOR CODE §203]**
- 7. INACCURATE WAGE STATEMENTS [CAL. LABOR CODE §226]**

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8. **FAILURE TO REIMBURSE BUSINESS EXPENSES [CAL. LABOR CODE §2802]**

9. **UNFAIR BUSINESS PRACTICES [CAL. BUS. & PROF. CODE §§ 17200, *et seq.*]**

10. **ENFORCEMENT OF LABOR CODE § 2698 *ET SEQ.* (“PAGA”)**

Date Filed: November 19, 2024

Trial Date: None Set

PLAINTIFFs VALERIE STRAUSS (“VALERIE”), ELIZABETH STRAUSS (“ELIZABETH”),
and KEVIN ROBBINS (“KEVIN”) (collectively “PLAINTIFFs”) alleges as follows:

PARTIES

1. At all times relevant herein, VALERIE was, and is now, an individual residing in the County of Brevard, State of Florida.

2. VALERIE was, and at all times relevant herein, an employee of DEFENDANT Le Ventures, LLC (“DEFENDANT”). DEFENDANT employed VALERIE from approximately August 2020 until March 2024.

3. At all times relevant herein, ELIZABETH was, and is now, an individual residing in the County of Brevard, State of Florida.

4. ELIZABETH was, and at all times relevant herein, an employee of DEFENDANT. DEFENDANT employed ELIZABETH from approximately January 2020 until March 2024.

5. At all times relevant herein, KEVIN was, and is now, an individual residing in the County of Brevard, State of Florida.

6. KEVIN was, and at all times relevant herein, an employee of DEFENDANT. DEFENDANT employed KEVIN from approximately April 2022 until March 2024.

7. PLAINTIFFs are informed and believe, and on that basis allege, that at all times relevant herein, DEFENDANT is a Limited Liability Company formed under the laws of California

1 with its principal place of business at 8605 Santa Monica Blvd, #84045, Los Angeles, CA 90069.

2 8. PLAINTIFFs are informed and believe, and on that basis allege, that at all times
3 relevant herein, Defendant Khoi Le (“KHOI LE”) was, and is now, an individual residing in Reno,
4 Nevada.

5 9. At all times relevant herein, KHOI LE was, and is now, the owner of DEFENDANT.
6 PLAINTIFFs further allege that KHOI LE violated, or caused to be violated, the above-referenced and
7 below referenced Labor Code provisions in violation of Cal. Labor Code §558.1.

8 10. PLAINTIFFs allege on information and belief that DEFENDANTs Does 1 through 20
9 were and are corporations or other business entities, which were authorized to and did business in
10 California. PLAINTIFFs further allege on information and belief that at all times mentioned herein,
11 DEFENDANTs Does 1 through 20 are citizens of California.

12 11. PLAINTIFFs allege on information and belief that DEFENDANTs Does 21 through
13 50 were and are individuals who at all relevant times herein were and are employees, managers,
14 supervisors, managing agents or agents or officers of DEFENDANT’s, having the actual or apparent
15 authority to participate in or recommend decisions affecting PLAINTIFFs’ job benefits and
16 employment status. PLAINTIFFs further allege that at all times herein mentioned, DEFENDANTs
17 Does 21 through 50, were in the chain of command over PLAINTIFFs and had sufficient actual or
18 reasonably perceived power or control or direction in the work environment of PLAINTIFFs so as to
19 significantly affect PLAINTIFFs’ employment status.

20 12. PLAINTIFFs are ignorant of the true names and capacities of DEFENDANTs sued
21 herein as Does 1 through 50, inclusive, and therefore sues these DEFENDANTs by such fictitious
22 names. PLAINTIFFs will amend this Complaint to allege their true names and capacities when the
23 names are ascertained. PLAINTIFFs are informed and believe and thereon allege that each of the
24 fictitiously named DEFENDANTs are responsible in some manner for the occurrence, discriminatory
25 and wrongful acts alleged herein, and that PLAINTIFFs’ damages alleged herein were proximately
26 caused by these DEFENDANTs. The term “DEFENDANTs” herein includes Doe DEFENDANTs.

27 13. PLAINTIFFs are informed and believe and thereon allege that, each of the
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1 DEFENDANTS, including the fictitiously named DEFENDANTS, was the agent and employee of each
2 of the remaining DEFENDANTS, and in doing some of the things hereinafter alleged, was acting
3 within the scope and course of such agency. PLAINTIFFs further allege that the acts and conduct of
4 said DEFENDANTS, as hereinafter alleged, which were intentional, harassing and/or retaliatory.

5 14. PLAINTIFFs are informed and believe and thereon allege that at all relevant times
6 herein, DEFENDANTS were the agents, employees, and/or joint ventures of, or working in concert
7 with the other DEFENDANTS, and were acting within the course and scope of such agency,
8 employment, joint venture and/or concerted activity. To the extent that said conduct and omission were
9 perpetrated by DEFENDANTS and their agents, DEFENDANTS confirmed and ratified said conduct
10 and omissions.

11 15. At all times mentioned herein, DEFENDANTS, and each of them, were the agents,
12 servants, and alter-egos of each other, and such, the acts of one DEFENDANT are considered the acts
13 of all such DEFENDANTS. PLAINTIFFs are informed and believe, and thereon allege, that there is
14 such unity of interests and ownership between these DEFENDANTS that separate status no longer
15 exists and, further, observance of the fiction of separate existence among these DEFENDANTS would
16 sanction fraud and promote injustice.

17 16. Whenever and wherever reference is made in this Complaint to any act by a
18 DEFENDANT or DEFENDANTS, such allegations and references shall also be deemed to mean the
19 acts and failures to act of each DEFENDANT acting individually, jointly and severally.

20 17. Whenever and wherever reference is made to individuals who are not named as
21 PLAINTIFF or DEFENDANTS in this Complaint but were agents, servants, employees and/or
22 supervisors of DEFENDANTS, such individuals at all relevant times acted on behalf of
23 DEFENDANTS within the scope of their employment.

24 **VENUE AND JURISDICTION**

25 18. This Court has proper jurisdiction over this action.

26 19. PLAINTIFFs were employed by DEFENDANT located at 8605 Santa Monica Blvd.
27 #84045, Los Angeles, CA 90069.
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20. PLAINTIFFS were, and at all times relevant herein, residents of the State of Florida. PLAINTIFFS performed their work remotely or at a Le Ventures, LLC office located at 225 5th Avenue, Suite 1, Indialantic, FL 32903.

21. PLAINTIFFs engaged in employment with DEFENDANT under agreements for which California law governs. Pursuant to such agreements and as a result of disputes arising out of such agreements, this case is submitted to a state court sitting in Los Angeles County, California.

22. As such, this case is properly brought in this Superior Court of Los Angeles County.

23. PLAINTIFFs allege on information and belief that Does 1 through 20 were and are corporations or other business entities, which were authorized to and did business in Los Angeles County, California.

24. PLAINTIFFs allege on information and belief that Does 21 through 50 are individuals who at all times relevant herein were and are employees, managers, supervisors, managing agents, or officers of DEFENDANT.

25. The amount in controversy herein is within the jurisdiction of this Court.

FACTUAL ALLEGATIONS

26. DEFENDANT is an agency engaged in the business of providing programming and marketing support for its clients. KHOI LE is the owner of DEFENDANT's.

27. On or about August 2020, VALERIE was hired by DEFENDANT to perform work as a social media manager. Her job duties included implementing advertising techniques to assist DEFENDANT's clients to develop their brand and/or business utilizing various social media platforms. All of VALERIE's duties were done under the direction and control of DEFENDANT and KHOI LE. DEFENDANT and KHOI LE controlled which clients VALERIE would assist and what projects VALERIE would manage. She would also assist with service calls made on behalf of DEFENDANT and routed the details of those calls to the appropriate company personnel.

28. At all times relevant herein, VALERIE was misclassified as an independent contractor.

29. On or about January 2020, ELIZABETH was hired by DEFENDANT to perform work as a project manager for DEFENDANT's clients. Her responsibilities varied based on the client's

1 evolving requirements and involved certain tasks such as procuring promotional materials, product
2 pricing and launches, inventory management, and monitoring sales and promotional emails. All of
3 ELIZABETH's duties were done under the direction and control of DEFENDANT and KHOI LE.
4 DEFENDANT and KHOI LE controlled which clients ELIZABETH would assist and what projects
5 ELIZABETH would manage.

6 30. At all times relevant herein, ELIZABETH was misclassified as an independent
7 contractor.

8 31. On or about April 2022, KEVIN was hired by DEFENDANT to perform work as a
9 developer for DEFENDANT's clients. His job duties included website development, architecture and
10 maintenance, custom software development, systems architecting, and SEO/SERP monitoring and
11 administration. All of KEVIN's duties were done under the direction and control of DEFENDANT
12 and KHOI LE. DEFENDANT and KHOI LE controlled which clients KEVIN should assist and what
13 projects KEVIN would manage.

14 32. At all times relevant herein, KEVIN was misclassified as an independent contractor.

15 33. Additionally, on or about January 2024 through March 2024, DEFENDANT purposely
16 withheld PLAINTIFFS' wages for work performed, which remain due and outstanding.

17 34. At all times relevant herein, PLAINTIFFS were paid on a weekly basis, not per project
18 or job.

19 35. PLAINTIFFS terminated their employment with DEFENDANT on or about March 17,
20 2024.

21 36. At all times relevant herein and throughout their employment with DEFENDANT,
22 PLAINTIFFS have suffered damages as a result of DEFENDANT's and KHOI LE's actions.

23 37. PLAINTIFFS brings forth this Complaint as a result of DEFENDANT's and KHOI
24 LE's willful and unlawful conduct.

25 **FIRST CAUSE OF ACTION**

26 **FAILURE TO PROVIDE MEAL PERIODS**

27 **[Cal. Lab. Code §512]**

1 **[Against DEFENDANT, KHOI LE and DOES 1-50]**

2 38. PLAINTIFFs repeat and re-allege the allegations set forth above and incorporate the
3 same by reference as though fully set forth herein.

4 39. At all relevant times herein, PLAINTIFFs were individuals employed by
5 DEFENDANT.

6 40. California Labor Code §512 states, “An employer may not employ an employee for a
7 work period of more than five hours per day without providing the employee with a meal period of not
8 less than 30 minutes, except that if the total work period per day of the employee is no more than six
9 hours, the meal period may be waived by mutual consent of both the employer and employee. An
10 employer may not employ an employee for a work period of more than 10 hours per day without
11 providing the employee with a second meal period of not less than 30 minutes, except that if the total
12 hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of
13 the employer and the employee only if the first meal period was not waived.”

14 41. California Labor Code §226.7(b) states, “An employer shall not require an employee
15 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
16 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
17 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

18 42. California Labor Code §226.7(c) states, “If an employer fails to provide an employee a
19 meal or rest or recovery period in accordance with a state law, including, but not limited to, an
20 applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission,
21 the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
22 Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate
23 of compensation for each workday that the meal or rest or recovery period is not provided.”

24 43. California Labor Code §558.1(a) states “any employer or other person acting on behalf
25 of an employer, who violates, or causes to be violated, any provision regulating minimum wages or
26 hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to
27 be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
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1 such violation.”

2 44. PLAINTIFFs were entitled to applicable meal periods as mandated by California Labor
3 Code §512.

4 45. At all times relevant herein, as a result of DEFENDANT’s and KHOI LE’s willful and
5 knowing misclassification of PLAINTIFFs as independent contractors, DEFENDANT failed to
6 maintain a lawful meal period policy to provide compliant meal periods as required by law.
7 PLAINTIFFs did not take timely meal periods and/or were not paid the adequate compensation in lieu
8 of a lawful meal period.

9 46. As a result of DEFENDANT’s and KHOI LE’s conduct, PLAINTIFFs have suffered
10 injury.

11 47. Pursuant to California Labor Code §§ 218, 218.5 and 218.6, PLAINTIFFs are entitled
12 to recover the full amount of their unpaid monies owed, prejudgment interest, reasonable attorney’s
13 fees and costs of suit.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PROVIDE REST PERIODS**

16 **[Cal. Lab. Code §226.7]**

17 **[Against DEFENDANT, KHOI LE and DOES 1-50]**

18 48. PLAINTIFFs repeat and re-allege the allegations set forth above and incorporate the
19 same by reference as though fully set forth herein.

20 49. At all relevant times herein, PLAINTIFFs were individuals employed by
21 DEFENDANT.

22 50. California Labor Code §226.7(b) states, “An employer shall not require an employee
23 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
24 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
25 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

26 51. California Labor Code §226.7(c) states, “If an employer fails to provide an employee a
27 meal or rest or recovery period in accordance with a state law, including, but not limited to, an
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1 applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission,
2 the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
3 Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate
4 of compensation for each workday that the meal or rest or recovery period is not provided.”

5 52. California Labor Code §558.1(a) states “any employer or other person acting on behalf
6 of an employer, who violates, or causes to be violated, any provision regulating minimum wages or
7 hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to
8 be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
9 such violation.”

10 53. PLAINTIFFs were entitled to applicable rest periods as mandated by California Labor
11 Code §226.7.

12 54. At all times relevant herein, as a result of DEFENDANT’s and KHOI LE’s willful and
13 knowing misclassification of PLAINTIFFs as independent contractors, DEFENDANT failed to
14 maintain a lawful rest period policy to provide compliant rest periods as required by law. PLAINTIFFs
15 did not take timely rest periods and/or were not paid the adequate compensation in lieu of a lawful rest
16 period.

17 55. As a result of DEFENDANT’s and KHOI LE’s conduct, PLAINTIFFs have suffered
18 injury.

19 56. Pursuant to California Labor Code §§ 218, 218.5 and 218.6, PLAINTIFFs are entitled
20 to recover the full amount of their unpaid monies owed, prejudgment interest, reasonable attorney’s
21 fees and costs of suit.

22 **THIRD CAUSE OF ACTION**

23 **FAILURE TO PROVIDE OVERTIME COMPENSATION**

24 **[Cal. Labor Code §§ 510 and 1194]**

25 **[Against DEFENDANT, KHOI LE and DOES 1-50]**

26 57. PLAINTIFFs repeat and re-allege the allegations set forth above and incorporate the
27 same by reference as though fully set forth herein.

1 58. At all relevant times herein, PLAINTIFF were individuals employed by
2 DEFENDANT.

3 59. California Labor Code §510(a) states, “Eight hours of labor constitutes a day’s work.
4 Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one
5 workweek and the first eight hours worked on the seventh day of work in any one workweek shall be
6 compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.
7 Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
8 regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day
9 of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
10 employee.”

11 60. California Labor Code §1194(a) states, “Notwithstanding any agreement to work for a
12 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
13 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of
14 the full amount of this minimum wage or overtime compensation, including interest thereon,
15 reasonable attorney's fees, and costs of suit.”

16 61. California Labor Code §558.1(a) states “any employer or other person acting on behalf
17 of an employer, who violates, or causes to be violated, any provision regulating minimum wages or
18 hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to
19 be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
20 such violation.”

21 62. PLAINTIFFs were entitled to overtime wages payable at the rate of at least one and
22 one-half times their regular rate for all work in excess of eight (8) hours in one (1) day or forty (40)
23 hours in one week as mandated by California Labor Code §§ 510 and 1194.

24 63. At all times relevant herein, as a result of DEFENDANT’s and KHOI LE’s willful and
25 knowing misclassification of PLAINTIFFs as independent contractors, DEFENDANT failed to pay
26 PLAINTIFFs for all overtime wages as required by law.

27 64. As a result of DEFENDANT’s and KHOI LE’s conduct, PLAINTIFFs have suffered
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1 injury.

2 65. Pursuant to California Labor Code §1194, PLAINTIFFs are entitled to recover their
3 unpaid overtime wages, prejudgment interest and reasonable attorney's fees and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE SICK LEAVE**

6 **[Cal. Lab. Code §246]**

7 **[Against DEFENDANT, KHOI LE and DOES 1-50]**

8 66. PLAINTIFFs repeat and re-allege the allegations set forth above and incorporate the
9 same by reference as though fully set forth herein.

10 67. At all relevant times herein, PLAINTIFFs were individuals employed by
11 DEFENDANT.

12 68. California Labor Code §246(a) states, "An employee who, on or after July 1, 2015,
13 works in California for the same employer for 30 or more days within a year from the commencement
14 of employment is entitled to paid sick days as specified in this section."

15 69. California Labor Code §246(b)(1) states, "An employee shall accrue paid sick days at
16 the rate of not less than one hour per every 30 hours worked, beginning at the commencement of
17 employment or the operative date of this article, whichever is later, subject to the use and accrual
18 limitations set forth in this section.

19 70. California Labor Code §246(c) states, "An employee shall be entitled to use accrued
20 paid sick days beginning on the 90th day of employment, after which day the employee may use paid
21 sick days as they are accrued."

22 71. California Labor Code §246(h) states, "An employer shall provide an employee with
23 written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer
24 provides in lieu of sick leave, for use on either the employee's itemized wage statement described in
25 Section 226 or in a separate writing provided on the designated pay date with the employee's payment
26 of wages."

27 72. California Labor Code §558.1(a) states "any employer or other person acting on behalf
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1 of an employer, who violates, or causes to be violated, any provision regulating minimum wages or
2 hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to
3 be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
4 such violation.”

5 73. PLAINTIFFS were entitled to paid sick days and/or paid time off leave in lieu of sick
6 leave pursuant to California Labor Code §246.

7 74. At all times relevant herein, as a result of DEFENDANT’s and KHOI LE’s willful and
8 knowing misclassification of PLAINTIFFS as independent contractors, DEFENDANT failed to
9 provide PLAINTIFFS with such sick leave benefits as mandated by law. Additionally, PLAINTIFFS
10 were never notified of the amount of their accrued sick leave time, either in their wage statements or
11 in a separate writing provided on the designated pay date.

12 75. As a result of DEFENDANT’s and KHOI LE’s conduct, PLAINTIFFS have suffered
13 injury.

14 76. Pursuant to California Labor Code §§ 218, 218.5 and 218.6, PLAINTIFFS are entitled
15 to recover the full amount of their unpaid monies owed, prejudgment interest, reasonable attorney’s
16 fees and costs of suit.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PAY WAGES FOR ALL TIME WORKED**

19 **[Cal. Lab. Code §210]**

20 **[Against DEFENDANT, KHOI LE and DOES 1-50]**

21 77. PLAINTIFFS repeat and re-allege the allegations set forth above and incorporate the
22 same by reference as though fully set forth herein.

23 78. At all relevant times herein, PLAINTIFFS were individuals employed by
24 DEFENDANT.

25 79. California Labor Code §210(a)(1)-(2) states, “In addition to, and entirely independent
26 and apart from, any other penalty provided in this article, every person who fails to pay the wages of
27 each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5,
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1 shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
2 each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
3 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
4 amount unlawfully withheld.”

5 80. California Labor Code §210(b) states, “The penalty shall either be recovered by the
6 employee as a statutory penalty pursuant to Section 98 or by the Labor Commissioner as a civil penalty
7 through the issuance of a citation or pursuant to Section 98.3.”

8 81. California Labor Code §558.1(a) states “any employer or other person acting on behalf
9 of an employer, who violates, or causes to be violated, any provision regulating minimum wages or
10 hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to
11 be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
12 such violation.”

13 82. At all times relevant herein, as a result of DEFENDANT’s and KHOI LE’s willful and
14 knowing misclassification of PLAINTIFFs as independent contractors, DEFENDANT failed to pay
15 PLAINTIFFs all wages owed as mandated by law.

16 83. In addition, as stated above, on or about January 2024 through March 2024,
17 DEFENDANT and KHOI LE willfully and knowingly withheld wages from PLAINTIFFs for work
18 performed, which remain due and outstanding.

19 84. DEFENDANT and KHOI LE willfully and knowingly failed to pay PLAINTIFFs all
20 wages owed.

21 85. As a result of DEFENDANT’s and KHOI LE’s conduct, PLAINTIFFs have suffered
22 injury.

23 86. Pursuant to California Labor Code §§ 218, 218.5 and 218.6, PLAINTIFFs are entitled
24 to recover the full amount of their unpaid monies owed and prejudgment interest.

25 87. Pursuant to California Labor Code §210, PLAINTIFFs are entitled to recover the full
26 amount of penalties under the California Labor Code and reasonable attorneys’ fees and costs.

1 **SIXTH CAUSE OF ACTION**

2 **WAITING-TIME PENALTIES FOR FAILURE TO TIMELY PAY WAGES**

3 **[Cal. Lab. Code §203]**

4 **[Against DEFENDANT, KHOI LE and DOES 1-50]**

5 88. PLAINTIFFs repeat and re-allege the allegations set forth above and incorporate the
6 same by reference as though fully set forth herein.

7 89. At all relevant times herein, PLAINTIFFs were individuals employed by
8 DEFENDANT.

9 90. California Labor Code §201(a) states that if an employer discharges an employee, the
10 wages earned and unpaid at the time of discharge are due and payable immediately.

11 91. California Labor Code §203(a) states that if an employer willfully fails to pay any
12 wages of an employee who is discharged, in accordance with Section 201, the wages of the employee
13 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
14 therefore is commenced; but the wages shall not continue for more than 30 days.

15 92. California Labor Code §558.1(a) states “any employer or other person acting on behalf
16 of an employer, who violates, or causes to be violated, any provision regulating minimum wages or
17 hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to
18 be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
19 such violation.”

20 93. At all times relevant herein, as a result of DEFENDANT’s and KHOI LE’s willful and
21 knowing misclassification of PLAINTIFFs as independent contractors, DEFENDANT failed to pay
22 PLAINTIFFs all wages owed as mandated by law.

23 94. In addition, as stated above, on or about January 2024 through March 2024,
24 DEFENDANT and KHOI LE willfully and knowingly withheld wages from PLAINTIFFs for work
25 performed, which remain due and outstanding.

26 95. DEFENDANT and KHOI LE willfully and knowingly failed to pay PLAINTIFFs all
27 wages owed.
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1 96. As a result of DEFENDANT's and KHOI LE's conduct, PLAINTIFFs have suffered
2 injury.

3 97. PLAINTIFFs are entitled to a penalty in the amount of their daily wage rate for a
4 maximum of 30 days pursuant to California Labor Code §203(a).

5 98. Pursuant to California Labor Code §203, PLAINTIFFs are entitled to recover the full
6 amount of penalties under the California Labor Code and reasonable attorneys' fees and costs.

7 **SEVENTH CAUSE OF ACTION**

8 **INACCURATE WAGE STATEMENTS**

9 **[Cal. Lab. Code §226]**

10 **[Against DEFENDANT, KHOI LE and DOES 1-50]**

11 99. PLAINTIFFs repeat and re-allege the allegations set forth above, and incorporate the
12 same by reference as though fully set forth herein.

13 100. At all relevant times herein, PLAINTIFFs were individuals employed by
14 DEFENDANT.

15 101. California Labor Code §226(a) states that employees are entitled to receive,
16 semimonthly or at the time of each payment of wages, an accurate itemized statement in writing
17 showing, inter alia, (1) gross wages earned, (2) the total hours worked by the employee ... (4) all
18 deductions. ... (5) net wages earned ... and (9) all applicable hourly rates in effect during the pay
19 period and the corresponding number of hours worked at each hourly rate by the employee.

20 102. California Labor Code §558.1(a) states "any employer or other person acting on behalf
21 of an employer, who violates, or causes to be violated, any provision regulating minimum wages or
22 hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to
23 be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for
24 such violation."

25 103. At all times relevant herein, DEFENDANT and KHOI LE provided PLAINTIFFs
26 incomplete and inaccurate wage statements. Specifically, no wage statements were provided by
27 DEFENDANT and KHOI LE to PLAINTIFFs.

104. DEFENDANT's failure to provide accurate itemized wage statements was a knowing and intentional act, in violation of California Labor Code §226.

105. As a result of DEFENDANT's and KHOI LE's conduct, PLAINTIFFs have suffered injury.

106. Pursuant to California Labor Code §226(e), PLAINTIFFs are entitled to recover the greater of all actual damages or \$50.00 for the initial pay period within the applicable limitations period in which a violation occurred and \$100.00 per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000.

107. Pursuant to California Labor Code §226(e), PLAINTIFFs are entitled to recover the full amount of penalties under the California Labor Code and reasonable attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

[Cal. Labor Code §2802]

[Against DEFENDANT, KHOI LE and DOES 1-50]

108. PLAINTIFFs repeat and re-allege the allegations set forth above, and incorporate the same by reference as though fully set forth herein.

109. At all relevant times herein, PLAINTIFFs were individuals employed by DEFENDANT.

110. California Labor Code §2802 states, "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

111. California Labor Code §558.1(a) states "any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation."

1 112. At all times relevant herein, in following the directions issued by DEFENDANT and
2 KHOI LE or in order to carry out their job duties, PLAINTIFFs have been required to purchase various
3 items or services including but not limited to: phone, internet, computers, mileage/gas for travel, meals
4 during travel, various office supplies.

5 113. PLAINTIFFs are entitled to reimbursement for such necessary expenditures or losses,
6 with interest at the statutory rate, and any recovery of penalties under this section pursuant to California
7 Labor Code §98.

8 114. At all times relevant herein, DEFENDANT and KHOI LE failed to provide
9 PLAINTIFFs reimbursement for such necessary expenditures or losses as mandated by law.

10 115. As a result of DEFENDANT's and KHOI LE's conduct, PLAINTIFFs have suffered
11 injury.

12 116. Pursuant to California Labor Code §2802(c), "necessary expenditures or losses" shall
13 include all reasonable costs, including, but not limited to, attorneys' fees incurred by the employee
14 enforcing the rights granted by this section.

15 **NINTH CAUSE OF ACTION**

16 **UNFAIR BUSINESS PRACTICES**

17 **[California Business and Professions Code §§ 17200, *et seq.*]**

18 **[Against DEFENDANT, KHOI LE and DOES 1-50]**

19 117. PLAINTIFFs repeat and re-allege the allegations set forth above and incorporate the
20 same by reference as though fully set forth herein.

21 118. At all relevant times herein, PLAINTIFFs were individuals employed by
22 DEFENDANT.

23 119. California Business & Professions Code §17200 states that unfair competition shall
24 mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive,
25 untrue or misleading advertising or any act prohibited by Chapter 1.

26 120. DEFENDANT is a California Limited Liability Company. DEFENDANT advertises
27 its business online on their website "leventures.com." As such, DEFENDANT is a covered entity as
28

1 defined in Business and Professions Code.

2 121. DEFENDANTS, and each of them, are "persons" as defined under Business and
3 Professions Code §17021. Each of the directors, officers and/or agents of DEFENDANT are equally
4 responsible for the acts of the others as set forth in Business and Professions Code §17095.

5 122. As more fully alleged herein, DEFENDANT engaged in unfair business practices by
6 failing to properly classify employees and pay them all wages owed as required by the California Labor
7 Code. DEFENDANT's acts and omissions constitute violations of, without limitation, the California
8 Labor Code §§ 226.8, 512, 226.7, 510, 1194, 246, 210, 203, 226, 2802, 558.1 and California Business
9 & Professions Code §§ 17200, *et seq.*

10 123. As a result of DEFENDANT's unfair business practices, DEFENDANT has reaped
11 unfair benefits and illegal profits at the expense of PLAINTIFFs and members of the public.
12 DEFENDANT should be made to disgorge their ill-gotten gains and restore such monies to
13 PLAINTIFFs.

14 124. DEFENDANT's unfair business practices entitle PLAINTIFFs to seek preliminary and
15 permanent injunctive relief, including, but not limited to, orders that DEFENDANT account for,
16 disgorge, and restore to PLAINTIFFs unpaid wages and other money and benefits unlawfully withheld
17 from PLAINTIFFs.

18 125. PLAINTIFFS are entitled to an award of reasonable attorneys' fees and costs.

19 **TENTH CAUSE OF ACTION**

20 **VIOLATION OF THE PRIVATE ATTORNEY GENERALS ACT**

21 **[Labor Code §§ 2698 *et seq.* ("PAGA")]**

22 **[Against DEFENDANT, KHOI LE and DOES 1-50]**

23 126. Plaintiffs hereby re-allege and incorporate by reference the previous paragraphs as
24 though fully set forth herein.

25 127. At all times herein mentioned, Defendants were subject to the Labor Code of the State
26 of California and the applicable Industrial Welfare Commission Orders.

27 128. During the PAGA period (one year and sixty-five days from the filing of this First
28

Amended Complaint), Defendants subjected Plaintiff and similarly situated non-exempt Aggrieved Employees to the foregoing unlawful Labor Code/Wage Order practices as discussed herein.

129. Under Labor Code section 2699.3, the LWDA must give written notice to the parties it intends to investigate the alleged violations within 60 days of the date of the Plaintiff's written notice. As of the filing of this Complaint, the LWDA has not provided the parties with any notice of its intention to investigate these claims.

130. Plaintiffs complied with the procedures for bringing suit specified in Labor Code sections 2699.3 and 2699.5 by letter dated February 12, 2025. Plaintiffs gave written notice to the LWDA via electronic submission, and via certified mail to all Defendants, of the specific provisions of the Labor Code and applicable Wage Order allegedly violated, including the facts and theories to support the alleged violations.

131. Under Labor Code section 2699.3, Defendants have 33 days after the date of written notice to cure the alleged violations. As of the filing of this Complaint, Defendants have not responded to Plaintiff's PAGA notice in an attempt to cure.

132. Plaintiffs have exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

133. Plaintiffs, as "aggrieved employees" within the meaning of Labor Code § 2698, et seq., bring this representative action against Defendants to recover the civil penalties due to Plaintiffs, other Aggrieved Employees, and the State of California, according to proof, pursuant to Labor Code § 2699(a) and (f) for Defendants' violations of the Labor Code, including but not limited to penalties under §§ 210, 226.3, 558, 1197.1, and 2699(f), with distribution as required by § 2699(i). The following Labor Code violations form the basis for Plaintiffs' PAGA claim:

- a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation of Labor Code § 558, 1194, 1197, and 1198;
- b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 510, 558, 1194, and 1198;

- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 558, and 1198;
- e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failure to reimburse Aggrieved Employees for all necessary business expenses in violation of Labor Code § 2802;
- g. Failure to pay all sick leave wages due to Aggrieved Employees in violation of Labor Code § 246;
- h. Failure to permit Aggrieved Employees' inspection of employment records in violation of Labor Code § 226;
- i. Violation Labor Code §§ 226.8 for willful misclassification of Aggrieved Employees as independent contractors;

134. Plaintiff seeks civil penalties in the amounts set forth in the Labor Code for each of the aforesaid violations and/or default penalties as provided by Labor Code section 2699.

135. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

136. For bringing this action, Plaintiffs are entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for judgment against DEFENDANT and KHOI LE as follows:

1. For such general, special and compensatory damages as may be appropriate, all damages alleged above;

2. For past and future last income and benefits;
3. For pre-judgment and post-judgment interest as available by law;
4. For punitive damages;
5. For attorneys' fees;
6. For injunctive relief;
7. For an award of penalties;
8. For an award of statutory damages;
9. For civil penalties under PAGA, including but not limited to penalties pursuant to Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f);
10. For civil penalties for violations where no specific penalty is provided, in accordance with Labor Code § 2699(f)(2);
11. For penalties under Labor Code § 203, as applied through PAGA, for failure to pay wages at termination;
12. Restitution under Business & Professions Code § 17200;
13. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and
14. For such other and further relief that the Court may deem just and proper.

Dated: April 21, 2025

FOROOTAN LAW CORP.



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Elizabeth Strauss
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