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7 Attorneys for Plaintiffs

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 FRANKIE ALVAREZ, FRIDA AQUINO,
11 CAREN AVEDON, SUSAN AVEDON,
12 CARLOS BARRERA, ANTONIETA
13 BERNAHOLA TALLEDO, ELSY
14 BORJA, PETER BOS, FIDELINA
15 CONTRERAS, CLAUDIA DE LA CRUZ,
16 ZENAIDA "ROSE" DE LEON,
17 ANTONIO DE LOS SANTOS, MERARI
18 DIAZ ORDAZ, LIZETTE ESPINOSA,
19 ESTELLA GARCIA, JOSEPH GARCIA,
20 CAROL ANNE GILLESPIE, SOLEDAD
21 GLOVA, DENNIS GRAY, BEATA G.
22 GRISSOM, EDWIN GUERRA
23 HERNANDEZ, KADI REAL ESTATE
24 PROPERTIES LLC, CHARIE GUZMAN,
25 SAMANTHA GUZMAN, SAMMY
26 GUZMAN, REMBERTO JARA JARA,
27 ROBERT KUSENDA, JANICE
28 LAGESSE, SAFFIYA LAKHANI,
PEARLE McDONALD, MARIA
METCALF, ANTHONY MILLOT,
ALEJANDRINA NAVARRO, ROSE
NORIEGA, DAVID NOVELLI,
MOHAMMAD PATEL, MAURICIO
POBLETE, MARC R. SARBARNECK,
CYNTHIA "CC" SUMMERFIELD,
GIUSEPPE VENEZIANO, LUIS
VIZCAINO, CORNELIUS WILLIAMS,
HAI YING "WENDY" ZHOU and YUN
CHUN "DONNA" ZHOU,

Plaintiffs,

Case No. _____

COMPLAINT FOR VIOLATION
OF:

SECURITIES AND
EXCHANGE ACT §10(b) and
RULE 10b-5;

SECURITIES ACT § 12; and

CAL. CORP. CODE §§ 25110,
25401 and 25504;

and FRAUD and BREACH OF
CONTRACT.

DEMAND FOR JURY TRIAL.

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vs.

LINH THUY LE, TRONG HOANG LUU, JOHN F. RILEY, CHRISTINE NGUYEN, INVENTIS VENTURES, LLC, a Utah limited liability company, INVENTIS VENTURES INC., a California corporation, INVENTIS VENTURES HOLDING INC., a California corporation, INVENTIS HOLDINGS, INC., a California corporation, INVENTIS VENTURES ELITE TRUST, a California corporation, WOW WIN ON WEALTH., a California corporation, GOLDEN TRADING G.R. INTERNATIONAL INC., a California corporation, GRUPO ONCE11 INC., a California corporation, VIVERE INICIO, a business of unknown form and origin, and DOES 1 through 10, inclusive,

Defendants.

INTRODUCTION

1. This case arises from a fraudulent scheme perpetrated by defendants Le and Luu, with the knowing material assistance and participation of defendants Riley and Nguyen, that induced hundreds of unwitting persons to “loan” large sums of money for “investments” to be made in or by a company called Inventis, which took the form of or later was succeeded by the companies named as the remaining defendants in the above caption (collectively with Le, Luu, Riley and Nguyen, “Defendants”). Defendants committed their fraud largely against persons elderly or otherwise vulnerable or of limited economic means, education and command of the English language, including the plaintiffs who bring this action (“Plaintiffs”). Defendants lured investors, including Plaintiffs, into providing money for an “investment portfolio” (the “Inventis Scheme” or “Inventis

1 Venture”) with false promises of guaranteed returns of as much as 15% per month
2 or over 400% per year, together with a return of principal after one year, if they
3 invested a minimum of \$5,000. Defendants told investors such as Plaintiffs that
4 their funds would go to “projects” and businesses that included real estate, health
5 insurance and banking, and that their investments were safe, legally “approved” or
6 compliant, “guaranteed” and “insured.” These materially false promises – made in
7 writing, including via contracts, as well as orally in presentations made largely by
8 Le, Riley and Nguyen – misled investors, including Plaintiffs, to part with funds
9 that Defendants used not for legitimate business activities as described, but rather
10 largely for their own personal benefit. Plaintiffs seek recovery of the money they
11 lost with or were promised by Defendants, together with interest thereon at the
12 statutory rate, costs, attorneys’ fees and punitive damages adequate to make an
13 example of and to punish Defendants for their fraudulent and despicable conduct
14 undertaken in conscious disregard of Plaintiffs’ safety and rights and which has
15 subjected them to cruel and unjust hardship.

16 **THE PARTIES**

17 **A. Plaintiffs**

18 2. Plaintiff Frankie Alvarez is an individual who resides in the County of
19 Los Angeles, State of California.

20 3. Plaintiff Frida Aquino is an individual who resides in the County of
21 Orange, State of California.

22 4. Plaintiff Caren Avedon is an individual who resides in the County of
23 Orange, State of California.

24 5. Plaintiff Susan Avedon is an individual who resides in the County of
25 Los Angeles, State of California.

26 6. Plaintiff Carlos Barrera is an individual who resides in the County of
27 Los Angeles, State of California.

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1 7. Plaintiff Antonieta Bernahola Talledo is an individual who resides in
2 the County of San Bernardino, State of California.

3 8. Plaintiff Elsy Borja is an individual who resides in the County of Los
4 Angeles, State of California.

5 9. Plaintiff Peter Bos is an individual who resides in the County of
6 Canyon, State of Idaho.

7 10. Plaintiff Fidelina Contreras is an individual who resides in the County
8 of Los Angeles, State of California.

9 11. Plaintiff Claudia De La Cruz is an individual who resides in the
10 County of Los Angeles, State of California.

11 12. Plaintiff Zenaida De Leon, also known as Rose De Leon, is an
12 individual who resides in the County of Los Angeles, State of California.

13 13. Plaintiff Antonio De Los Santos is an individual who resides in the
14 County of San Bernardino, State of California.

15 14. Plaintiff Merari Diaz Ordaz is an individual who resides in the County
16 of Kern, State of California.

17 15. Plaintiff Lizette Espinosa is an individual who resides in the County
18 of Los Angeles, State of California.

19 16. Plaintiff Estella Garcia is an individual who resides in the County of
20 San Bernardino, State of California.

21 17. Plaintiff Joseph Garcia is an individual who resides in the County of
22 San Bernardino, State of California.

23 18. Plaintiff Carol Anne Gillespie is an individual who resides in the
24 County of Orange, State of California.

25 19. Plaintiff Soledad Glova is an individual who resides in the County of
26 Los Angeles, State of California.

27 20. Plaintiff Dennis Gray is an individual who resides in the County of
28 San Diego, State of California.

1 21. Plaintiff Beata G. Grissom is an individual who resides in Las Vegas,
2 Nevada.

3 22. Plaintiff Edwin Guerra Hernandez is an individual who resides in the
4 County of Orange, State of California.

5 23. Plaintiff Kadi Real Estate Properties LLC is a limited liability
6 company organized and existing under the laws of the State of California.

7 24. Plaintiff Charie Guzman is an individual who resides in the County of
8 Orange, State of California

9 25. Plaintiff Samantha Guzman is an individual who resides in the County
10 of Orange, State of California.

11 26. Plaintiff Sammy Guzman is an individual who resides in the County
12 of Orange, State of California.

13 27. Plaintiff Remberto Jara Jara is an individual who resides in the
14 County of Los Angeles, State of California.

15 28. Plaintiff Robert Kusenda is an individual who resides in the County of
16 Riverside, State of California.

17 29. Plaintiff Janice LaGesse is an individual who resides in the County of
18 San Diego, State of California.

19 30. Plaintiff Saffiya Lakhani is an individual who resides in the County of
20 Orange, State of California.

21 31. Plaintiff Pearle McDonald is an individual who resides in the State of
22 Connecticut.

23 32. Plaintiff Maria Metcalf is an individual who resides in the County of
24 San Diego, State of California.

25 33. Plaintiff Anthony Millot is an individual who resides in the County of
26 Los Angeles, State of California.

27 34. Plaintiff Alejandrina Navarro is an individual who resides in the
28 County of San Diego, State of California.

1 35. Plaintiff Rose Noriega is an individual who resides in the County of
2 Los Angeles, State of California.

3 36. Plaintiff David Novelli is an individual who resides in the County of
4 Orange, State of California.

5 37. Plaintiff Mohammad Patel is an individual who resides in the County
6 of Orange, State of California.

7 38. Plaintiff Mauricio Poblete is an individual who resides in the County
8 of Los Angeles, State of California.

9 39. Plaintiff Marc R. Sarbarneck is an individual who resides in the State
10 of Idaho.

11 40. Plaintiff Cynthia Summerfield, also known as CC Summerfield, is an
12 individual who resides in the County of San Diego, State of California.

13 41. Plaintiff Giuseppe Veneziano is an individual who resides in the
14 County of Los Angeles, State of California.

15 42. Plaintiff Luis Vizcaino is an individual who resides in the County of
16 Riverside, State of California.

17 43. Plaintiff Cornelius Willams is an individual who resides in the County
18 of Los Angeles, State of California.

19 44. Plaintiff Hai Ying Zhou, also known as Wendy Zhou, is an individual
20 who resides in the County of Los Angeles, State of California.

21 45. Plaintiff Yun Chun Zhou, also known as Donna Zhou, is an individual
22 who resides in the County of Los Angeles, State of California.

23 **B. Defendants**

24 46. Defendant Le is an individual who resides in the County of Orange,
25 State of California. On information and belief, Le is the Manager of Ventures, the
26 CEO, CFO, Secretary and a Director of Holdings, a signatory to the bank accounts
27 for both entities and licensed in the state of California to sell life insurance.

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1 47. Defendant Luu is an individual who is married to Le and resides in the
2 County of Orange, State of California. On information and belief, Luu is a
3 manager of Ventures and a signatory to the bank accounts for it and Holdings; he
4 formerly held licenses under the auspices of the National Association of Securities
5 Dealers, Inc. (“NASD”) to sell securities under the laws of the United States and
6 the State of California, which the NASD revoked more than twenty years ago for
7 non-compliance, as a result of which Plaintiffs now understand he may no longer
8 associate with any NASD member.

9 48. Defendant Inventis Ventures, LLC is a limited liability company
10 organized and existing under the laws of the State of Utah, with its principal place
11 of business in the County of Orange, State of California, and, on information and
12 belief, is owned and controlled entirely by Le and Luu. The Utah Secretary of
13 State website reflects that it was “administratively dissolved” by July 17, 2024.
14 On information and belief, Le and Luu also utilized, as a successor to the dissolved
15 Utah LLC or otherwise an entity called Inventis Ventures Inc., a corporation
16 formed on May 21, 2023 and currently existing under the laws of the State of
17 California. The Utah LLC and California corporation are thus referred to as one,
18 and collectively, as “Ventures.” Both Le and Luu appear as managers on its Utah
19 LLC organizational documents and have signing authority over Venture’s bank
20 accounts. If Ventures ever had any corporate existence separate from Le and/or
21 Luu, it no longer does because, among other things, its registration with the Utah
22 Secretary of State has lapsed, its bank accounts have a zero balance and its office is
23 closed. Plaintiffs are further informed and believe and thereupon allege that
24 Ventures has never been registered with the SEC in any capacity and has not
25 registered any offering of its securities, notwithstanding that it claims to engage in
26 the business of “strategic assisted investment planning with progressive repeatable
27 return on investment.”

1 49. Defendant Inventis Ventures Holding Inc., also referred to in
2 documents as Inventis Holdings, Inc. (“Holdings”), is a corporation organized and
3 existing under the laws of the State of California, with its principal place of
4 business in the County of Orange, State of California. On information and belief,
5 Holdings is owned and controlled entirely by Le and Luu – both of whom have
6 signing authority over its bank accounts – and that if it ever had any corporate
7 existence separate from Le and/or Luu, it no longer does because, among other
8 things, its registration with the California Secretary of State has lapsed, its bank
9 accounts have a zero balance and its office is closed. Plaintiffs are further
10 informed and believe and thereupon allege that Holdings has never been registered
11 with the SEC in any capacity and has not registered any offering of its securities,
12 notwithstanding that, together with Ventures, it claims to engage in the business of
13 “strategic assisted investment planning with progressive repeatable return on
14 investment.”

15 50. Defendant Inventis Ventures Elite Trust (“Trust”) is a corporation
16 organized and existing under the laws of the State of California, with its principal
17 place of business in the County of Orange, State of California. On information and
18 belief, Trust is owned and controlled entirely by Le and Luu and was used by them
19 to receive funds diverted from Plaintiffs’ loans to Ventures and Holdings for Le
20 and Luu to use personally.

21 51. Defendant Wow Win on Wealth (“WoW”) is a California corporation
22 formed in 2022 by Le, with its principal place of business in Tustin, California.
23 According to corporate records, Le is the CEO and Director, and Luu is the CFO,
24 Secretary, and agent for service of process. Le and Luu are also signatories to its
25 bank accounts. WoW purported to offer loans that would generate upfront cash
26 and be invested so that it could provide monthly payments to investors.

27 52. Defendant Golden Trading G.R. International Inc. (“Golden Trading”)
28 is a corporation organized and existing under the laws of the State of California.

1 Plaintiffs are informed and believe and on such grounds allege that Le and Luu
2 steered at least two Plaintiffs herein to make similar investments in Golden
3 Trading when the Inventis Scheme began to collapse, such that Golden Trading
4 itself became part of the Inventis Scheme.

5 53. Defendant Grupo Once11 Inc. (“GO11”) is a corporation organized
6 and existing under the laws of the State of California. Plaintiffs are informed and
7 believe and on such grounds allege that Le and Luu steered at least one Plaintiff
8 herein to make similar investments in GO11 when the Inventis Scheme began to
9 collapse, such that GO11 itself became part of the Inventis Scheme.

10 54. Defendant Vivere Inicio is a business of unknown form and domicile.
11 Plaintiffs are informed and believe and on such grounds allege that Le and Luu
12 steered at least one Plaintiff herein to make similar investments in Vivere Inicio
13 when the Inventis Scheme began to collapse, such that Vivere Inicio itself became
14 part of the Inventis Scheme.

15 55. The term “Inventis” as used hereinafter shall and does mean and refer
16 collectively to Ventures, Holdings, Trust, WoW, Golden Trading, GO11 and
17 Vivere Inicio, and to each of them.

18 **C. Doe Defendants and Co-Liability**

19 56. Plaintiffs do not presently know the true names and capacities of
20 defendants sued as Does 1 through 10, inclusive, and therefore sue them by such
21 fictitious names. Plaintiffs will amend this pleading to state the true names and
22 capacities of such fictitiously-named defendants if and when ascertained.
23 Plaintiffs are informed and believes and on that basis allege that each of the
24 fictitiously-named defendants is responsible in some manner for the occurrences,
25 acts and omissions alleged herein, and by their conduct proximately caused the
26 damages about which Plaintiffs complain. As such, all references to Defendants
27 hereinafter, including any or all of those sued by name, shall mean and include
28 Does 1 through 10, inclusive.

1 **ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF**

2 **A. Solicitation of Investors, Including Plaintiffs, for Inventis**

3 63. Starting approximately in March 2022, Le and Inventis, by employees
4 directed and controlled by Le, including Riley and Nguyen, solicited persons,
5 including Plaintiffs, to invest in their fraudulent securities offerings. Prior to
6 Inventis, Le and Luu ran a variety of businesses out of their Tustin office,
7 including insurance sales and sales of membership interests in WoW. At least
8 some Plaintiffs were told that they had to be members of WoW to invest in
9 Inventis.

10 64. As part of WoW, Le told prospective clients, including Plaintiffs, that
11 they could make loans through WoW which would get invested to generate returns
12 to cover the loan payments and provide income. She identified Inventis as a
13 vehicle to which a portion of the WoW loan proceeds would go to generate
14 investment returns.

15 65. By around March 2022, Le decided to allow investors, including
16 Plaintiffs, to loan money to and invest in Inventis directly without joining the
17 WoW program, and she and Luu began promoting Inventis. They did so on the
18 WoW website, and WoW investors were referred by Le, and by WoW employees
19 directed by her, to the Inventis Venture.

20 66. In some cases, Le personally met with potential Inventis investors.
21 Some such meetings took place at her home, and Luu attended at least some of
22 them. According to persons present at those meetings, Luu nodded approvingly
23 when Le made representations about the use of funds and source of returns, and
24 did not make any corrections to those representations.

25 67. By around December 2022, as the fraudulent securities offering
26 expanded, Le also recruited individuals in the local Latino community to work for
27 Inventis and to make pitches to additional investors. Le promised employees and
28 certain investors referral fees if they brought new investors into Inventis. Le set

1 the referral fee structure, which varied at her discretion, but it most commonly
2 provided for payments of: (1) a 5% monthly fee on amounts invested for a period
3 of one year, for employees who referred investors; and (2) 3% monthly on the
4 same basis for investors who referred other investors.

5 68. Inventis employees, largely Riley and Nguyen, conducted investor
6 presentations not run by Le. Plaintiffs are informed and believe and based thereon
7 allege that Le trained employees on what to say to prospective investors at such
8 meetings. The presentations often took place at the Inventis office and largely in
9 Spanish, English or Vietnamese. At times, Defendants would arrange for current
10 investors to line up to get envelopes representing their monthly earnings so that
11 prospective investors would see this when they arrived at the company office for
12 presentations.

13 69. Le herself or Inventis employees at her direction, and in particular
14 Riley and Nguyen, encouraged potential investors, including Plaintiffs, to invest
15 that day and to pay in cash. Many signed investment contracts immediately after
16 attending presentations. The agreements generally stated substantially as follows:

17 In Consideration of the Lender loaning certain monies for the
18 Corporate Capitalization to the Company, as a form of JVA
19 (Joint Venture Arrangement) this loan agreement is extended
20 with the explicit purpose of the Company investing in different
21 emerging projects in its investment portfolio.

22 They further set forth the amount of the funds to be loaned by the Inventis investor,
23 as well as an agreed return rate – typically a fifteen percent (15%) “monthly return
24 consideration” or a 360% “combined return” per year – over a fixed term (usually
25 a year), with the principal amount to be repaid in full at the defined term’s end.

26 70. Although later investors primarily spoke to Inventis employees,
27 including Riley and Nguyen, Le continued to meet directly to pitch Inventis to
28 investors who brought large amounts of money and/or who “looked professional.”

1 The contracts for some such investors bore “VIP” designations. Yet neither
 2 Inventis, Le, nor any of the employees she trained took any steps to verify the
 3 accredited status of the investors they solicited and, as a result, many unaccredited
 4 investors invested in Inventis. Nor did Defendants provide a prospectus or other
 5 disclosure, oral or written, laying out possible investment risks.

6 71. Investments were memorialized in contract signed by either Le or by
 7 an Inventis employee that Le specifically authorized to sign. The following
 8 Plaintiffs entered into the following numbered contracts on the dates, for the
 9 principal amounts loaned for investment, and on the terms set forth below:

10 a. Frankie Alvarez:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|-------------------------|-----------------|-----------------|
| 2022-10-20 | 169 | \$10,000 | 15%/mo for 1 yr |
| 2022-11-21 | 367 | \$5,000 | 15%/mo for 1 yr |
| 2023-01-19 | 853 | \$5,000 | 15%/mo for 1 yr |
| 2023-02-23 | 1187 | \$5,000 | 15%/mo for 1 yr |
| 2023-03-21 | 2303-00273 ¹ | \$5,000 | 15%/mo for 1 yr |
| 2023-07-21 | 2023-02034 | \$10,000 | 15%/mo for 1 yr |
| 2023-08-28 | 2023-02577 | \$10,000 | 15%/mo for 1 yr |
| TOTAL | | \$50,000 | |

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¹ Investor contracts in the early 2023 have numbers that begin with “2303” – likely meant to be “2023” – corrected later in 2023. This pleading designates contracts by numbers actually appearing on them, even though likely mistaken in early 2023.

b. Frida Aquino:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|------------------|---------------------|
| 2022-09-19 | 243 | \$10,000 | 20% per mo for 1 yr |
| 2023-01-05 | 680 | \$10,000 | 20% per mo for 1 yr |
| 2023-03-06 | S0032 | \$10,000 | 20% per mo for 1 yr |
| 2023-07-11 | S0099 | \$10,000 | 20% per mo for 1 yr |
| 2023-07-19 | S122 | \$40,000 | 20% per mo for 1 yr |
| 2023-08-36 | S129 | \$10,000 | 20% per mo for 1 yr |
| 2023-09-18 | S142 | \$10,000 | 20% per mo for 1 yr |
| TOTAL | | \$100,000 | |

c. Caren Avedon:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|------------------|---------------------|
| 2022-08-12 | 269 | \$108,000 | 15% per mo for 1 yr |
| 2023-01-05 | 270-1 | \$72,000 | 15% per mo for 1 yr |
| 2023-01-05 | 270-2 | \$36,000 | 15% per mo for 1 yr |
| 2023-01-05 | 735 | \$40,000 | 15% per mo for 1 yr |
| 2023-07-12 | 2023-01854 | \$72,000 | 15% per mo for 1 yr |
| 2023-08-11 | 2023-03680 | \$54,000 | 15% per mo for 1 yr |
| 2023-08-31 | 2023-02650 | \$60,000 | 15% per mo for 1 yr |
| TOTAL | | \$442,000 | |

d. Susan Avedon:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|----------------|---------------------|
| 2022-08-17 | 271 | \$6,000 | 15% per mo for 1 yr |
| TOTAL | | \$6,000 | |

e.

f. Carlos Barrera:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-09-07 | 2023-02918 | \$10,000 | 15% per mo for 1 yr |
| TOTAL | | \$10,000 | |

g. Antonieta Bernahola Talledo:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2022-12-19 | 548 | \$10,000 | 15% per mo for 1 yr |
| 2023-06-27 | 2023-01575 | \$10,000 | 15% per mo for 1 yr |
| TOTAL | | \$20,000 | |

h. Elsy Borja:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|---------------------|----------------------|
| 2022-06-16 | 386 | \$5,000 | 435% annual for 1 yr |
| 2022-07-14 | 21 | \$12,000 | 435% annual for 1 yr |
| 2022-09-23 | 385 | \$10,000 | 15% per mo for 1 yr |
| 2022-10-21 | 119 | \$20,000 | 435% annual for 1 yr |
| 2023-02-22 | 1203 | \$5,000 | 360% annual for 1 yr |
| 2023-07-14 | 2023-01415 | \$53,502.50 | 15% per mo for 1 yr |
| TOTAL | | \$105,502.50 | |

i. Peter Bos:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|------------------|---------------------|
| 2023-01-06 | 740 | \$10,000 | 15% per mo for 1 yr |
| 2023-02-02 | 987 | \$10,000 | 15% per mo for 1 yr |
| 2023-03-02 | 2303-00209 | \$10,000 | 15% per mo for 1 yr |
| 2023-03-31 | 2303-00462 | \$10,000 | 15% per mo for 1 yr |
| 2023-04-05 | 2023-00512 | \$10,000 | 15% per mo for 1 yr |
| 2023-05-08 | 2023-00954 | \$10,000 | 15% per mo for 1 yr |
| 2023-06-02 | 2023-01231 | \$20,000 | 15% per mo for 1 yr |
| 2023-07-07 | 2023-01731 | \$10,000 | 15% per mo for 1 yr |
| 2023-07-27 | 2023-03146 | \$10,000 | 15% per mo for 1 yr |
| 2023-08-03 | 2023-02326 | \$10,000 | 15% per mo for 1 yr |
| 2023-09-01 | 2023-02828 | \$10,000 | 15% per mo for 1 yr |
| 2023-12-31 | | \$50,000 | 15% per mo for 1 yr |
| TOTAL | | \$170,000 | |

Mr. Bos entered into two contracts, Nos. 2303-00462 and 2023-02146, in the name of his son-in-law, J.D. Royer, but paid the principal himself.

j. Fidelina Contreras:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2022-12-14 | 539 | \$10,000 | 15% per mo for 1 yr |
| 2023-04-04 | 2303-00496 | \$10,000 | 15% per mo for 1 yr |
| 2023-08-01 | 2023-02273 | \$10,000 | 15% per mo for 1 yr |
| TOTAL | | \$30,000 | |

k. Claudia De La Cruz:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|------------------|---------------------|
| 2022-11-28 | 386 | \$50,000 | 15% per mo for 1 yr |
| 2022-12-20 | 576 | \$5,000 | 15% per mo for 1 yr |
| 2023-02-02 | 990 | \$60,000 | 15% per mo for 1 yr |
| 2023-05-12 | 2023-01-73 | \$10,000 | 15% per mo for 1 yr |
| 2023-07-01 | 2023-01990 | \$100,000 | 15% per mo for 1 yr |
| 2023-08-14 | 2023-02491 | \$30,000 | 15% per mo for 1 yr |
| TOTAL | | \$255,000 | |

l. Zenaida "Rose" De Leon:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|----------------------|
| 2023-02-08 | S015 | \$10,000 | 20% per mo for 1 yr |
| 2023-07-07 | S126 | \$30,000 | 20% per mo for 1 yr |
| 2023-07-07 | S127 | \$10,000 | 445% annual for 1 yr |
| TOTAL | | \$50,000 | |

m. Antonio De Los Santos:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-09-14 | 2023-02980 | \$10,000 | 15% per mo for 1 yr |
| TOTAL | | \$10,000 | |

n. Merari Diaz Ordaz:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-04-11 | 2023-00586 | \$10,000 | 15% per mo for 1 yr |
| 2023-04-19 | 2023-00682 | \$5,000 | 15% per mo for 1 yr |
| 2023-06-12 | 2023-01377 | \$20,000 | 15% per mo for 1 yr |
| TOTAL | | \$35,000 | |

o. Lizette Espinosa

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-03-17 | 2303-00250 | \$8,300.00 | 15% per mo for 1 yr |
| 2023-04-04 | 2303-00495 | \$10,000.00 | 15% per mo for 1 yr |
| 2023-08-03 | 2023-02319 | \$40,000.00 | 15% per mo for 1 yr |
| TOTAL | | \$58,300 | |

p. Estella Garcia:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|----------------------|
| 2023-08-28 | G-0161 | \$10,000 | 360% annual for 1 yr |
| 2024-01-11 | | \$5,000 | 600% annual for 1 yr |
| TOTAL | | \$15,000 | |

q. Joseph Garcia:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|----------------------|
| 2023-03-16 | 2303-00238 | \$15,000 | 15% per mo for 1 yr |
| 2023-08-25 | G-0154 | \$10,000 | 360% annual for 1 yr |
| TOTAL | | \$25,000 | |

r. Carol Anne Gillespie:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|----------------------|
| 2023-01-04 | 693 | \$5,000 | 15% per mo for 1 yr |
| 2023-02-01 | 982 | \$30,000 | 360% annual for 1 yr |
| 2023-02-01 | 987 | \$20,000 | 15% per mo for 1 yr |
| TOTAL | | \$55,000 | |

s. Soledad Glova:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2022-09-22 | 247 | \$5,000 | 15% per mo for 1 yr |
| 2023-08-24 | 2023-02740 | \$11,000 | 15% per mo for 1 yr |
| TOTAL | | \$16,000 | |

t. Dennis Gray:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|----------------------|
| 2023-02-28 | 1027 | \$20,000 | 360% annual for 1 yr |
| TOTAL | | \$20,000 | |

u. Beata G. Grissom:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-08-22 | 2023-02640 | \$15,000 | 15% per mo for 1 yr |
| TOTAL | | \$15,000 | |

v. Edwin Guerra Hernandez:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-05-17 | 2023-01021 | \$20,000 | 15% per mo for 1 yr |
| 2023-09-05 | 2023-02752 | \$50,000 | 15% per mo for 1 yr |
| TOTAL | | \$70,000 | |

Mr. Guerra Hernandez entered into the second contract listed above through his company, plaintiff Kadi Real Estate Properties LLC.

w. Charie Guzman:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2022-11-07 | 260 | \$10,000 | 15% per mo for 1 yr |
| 2022-12-01 | 436 | \$10,000 | 15% per mo for 1 yr |
| 2023-01-03 | 630 | \$10,000 | 15% per mo for 1 yr |
| 2023-01-15 | 800 | \$10,000 | 15% per mo for 1 yr |
| 2023-05-03 | 2023-00838 | \$10,000 | 15% per mo for 1 yr |
| 2023-06-02 | 2023-01206 | \$10,000 | 15% per mo for 1 yr |
| 2023-06-29 | 2023-01580 | \$10,000 | 15% per mo for 1 yr |
| 2023-08-24 | 2023-02628 | \$10,000 | 15% per mo for 1 yr |
| TOTAL | | \$80,000 | |

x. Samantha Guzman:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-06-29 | 2023-01581 | \$5,000 | 15% per mo for 1 yr |
| 2023-08-24 | 2023-02625 | \$10,000 | 15% per mo for 1 yr |
| TOTAL | | \$15,000 | |

y. Sammy Guzman:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-02-02 | 966 | \$10,000 | 15% per mo for 1 yr |
| 2023-06-02 | 2023-01204 | \$10,000 | 15% per mo for 1 yr |
| TOTAL | | \$20,000 | |

z. Remberto Jara Jara:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-08-16 | 2023-02567 | \$10,000 | 15% per mo for 1 yr |
| TOTAL | | \$10,000 | |

aa. Robert Kusenda:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-08-02 | 2023-02181 | \$50,000 | 15% per mo for 1 yr |
| 2023-08-03 | 2023-02305 | \$30,000 | 15% per mo for 1 yr |
| TOTAL | | \$80,000 | |

bb. Janice LaGessee:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|----------------------|
| 2022-11-08 | 289 | \$7,000 | 15% per mo for 1 yr |
| 2023-01-10 | 168 | \$25,000 | 360% annual for 1 yr |
| 2023-01-19 | 849 | \$25,000 | 360% annual for 1 yr |
| TOTAL | | \$57,000 | |

1 cc. Saffiya Lakhani:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-05-03 | 2023-00847 | \$10,000 | 15% per mo for 1 yr |
| 2023-08-24 | 2023-02626 | \$15,000 | 15% per mo for 1 yr |
| TOTAL | | \$25,000 | |

6 dd. Pearle McDonald:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|----------------|---------------------|
| 2022-11-08 | 288 | \$5,000 | 15% per mo for 1 yr |
| TOTAL | | \$5,000 | |

10 ee. Maria Metcalf:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|----------------------|
| 2023-02-28 | 1026 | \$10,000 | 360% annual for 1 yr |
| TOTAL | | \$10,000 | |

14 ff. Anthony Millot:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2022-10-04 | | \$50,000 | 15% per mo for 1 yr |
| TOTAL | | \$50,000 | |

18 gg. Alejandrina Navarro:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-01-09 | 763 | \$15,000 | 15% per mo for 1 yr |
| TOTAL | | \$15,000 | |

22 hh. Rose Noriega:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2022-08-12 | | \$50,000 | 15% per mo for 1 yr |
| TOTAL | | \$50,000 | |

ii. David Novelli:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2022-07-01 | 165 | \$10,000 | 15% per mo for 1 yr |
| 2022-08-26 | 166 | \$30,000 | 15% per mo for 1 yr |
| TOTAL | | \$40,000 | |

jj. Mohammad Patel:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-05-03 | 2023-00848 | \$15,000 | 15% per mo for 1 yr |
| 2023-08-24 | 2023-02627 | \$30,000 | 15% per mo for 1 yr |
| TOTAL | | \$45,000 | |

kk. Mauricio Poblete:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2023-08-29 | 2023-02739 | \$11,000.00 | 15% per mo for 1 yr |
| TOTAL | | \$11,000 | |

ll. Marc R. Sarbarneck:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|---------------------|
| 2022-12-05 | 464 | \$10,000 | 15% per mo for 1 yr |
| 2023-03-07 | 2303-00107 | \$20,000 | 15% per mo for 1 yr |
| 2023-07-14 | 2023-01895 | \$30,000 | 15% per mo for 1 yr |
| TOTAL | | \$60,000 | |

mm. Cynthia "CC" Summerfield:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|-----------------|----------------------|
| 2022-10-17 | 88 | \$25,000 | 435% annual for 1 yr |
| 2022-10-17 | 89 | \$25,000 | 15% per mo for 1 yr |
| TOTAL | | \$50,000 | |

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nn. Giuseppe Veneziano:

| Date | No. | Amount | Terms |
|--------------|------------|-----------------|---------------------|
| 2022-11-21 | 366 | \$10,000 | 15% per mo for 1 yr |
| 2023-04-04 | 2023-00598 | \$10,000 | 15% per mo for 1 yr |
| TOTAL | | \$20,000 | |

oo. Luis Vizcaino:

| Date | No. | Amount | Terms |
|--------------|------------|------------------|---------------------|
| 2022-06-21 | 119 | \$10,000 | 15% per mo for 1 yr |
| 2022-07-15 | 118 | \$40,000 | 15% per mo for 1 yr |
| 2023-01-13 | 798 | \$50,000 | 15% per mo for 1 yr |
| 2023-01-13 | 799 | \$50,000 | 15% per mo for 1 yr |
| 2023-05-01 | 2023-00830 | \$50,000 | 15% per mo for 1 yr |
| 2023-09-15 | 2023-03158 | \$200,000 | 15% per mo for 1 yr |
| TOTAL | | \$400,000 | |

pp. Cornelius Willams:

| Date | No. | Amount | Terms |
|--------------|------------|-----------------|------------------------------|
| 2023-02-16 | 1081 | \$8,000 + 400 | 15% per mo for 1 yr + 5% fee |
| 2023-04-05 | 2023-00518 | \$13,400 + 670 | 15% per mo for 1 yr + 5% fee |
| 2023-08-15 | 2023-02518 | \$20,000 | 15% per mo for 1 yr |
| TOTAL | | \$42,470 | |

qq. Yun Chun “Donna” Zhou:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|------------------|---------------------|
| 2022-09-01 | 194 | \$20,000 | 15% per mo for 1 yr |
| 2022-10-04 | 191 | \$15,000 | 15% per mo for 1 yr |
| 2023-02-07 | 1003 | \$5,000 | 15% per mo for 1 yr |
| 2023-08-01 | 2023-02235 | \$40,000 | 15% per mo for 1 yr |
| 2023-08-01 | 2023-02236 | \$5,000 | 15% per mo for 1 yr |
| 2023-08-01 | 2023-02237 | \$55,000 | 15% per mo for 1 yr |
| 2023-08-12 | 2023-02422 | \$40,000 | 15% per mo for 1 yr |
| 2023-08-12 | 2023-02423 | \$15,000 | 15% per mo for 1 yr |
| 2023-08-25 | 2023-02677 | \$22,000 | 15% per mo for 1 yr |
| TOTAL | | \$217,000 | |

rr. Hai Ying “Wendy” Zhou:

| <u>Date</u> | <u>No.</u> | <u>Amount</u> | <u>Terms</u> |
|--------------|------------|------------------|---------------------|
| 2023-03-02 | 1314 | \$30,000.00 | 15% per mo for 1 yr |
| 2023-03-03 | 1337 | \$13,000.00 | 15% per mo for 1 yr |
| 2023-03-07 | 2303-00109 | \$15,000.00 | 15% per mo for 1 yr |
| 2023-03-08 | 2303-00127 | \$20,000.00 | 15% per mo for 1 yr |
| 2023-03-13 | 2303-00208 | \$10,000.00 | 15% per mo for 1 yr |
| 2023-03-14 | 2303-00226 | \$20,000.00 | 15% per mo for 1 yr |
| 2023-05-04 | 2023-00922 | \$10,000.00 | 15% per mo for 1 yr |
| 2023-07-20 | 2023-02013 | \$40,000.00 | 15% per mo for 1 yr |
| 2023-08-04 | 2023-02356 | \$10,000.00 | 15% per mo for 1 yr |
| 2023-08-28 | 2023-02733 | \$20,000.00 | 15% per mo for 1 yr |
| 2023-09-18 | 55 | \$15,000.00 | 15% per mo for 1 yr |
| TOTAL | | \$203,000 | |

1 **B. Defendants' Investment Contracts and Notes Were "Securities"**

2 72. Investors, including Plaintiffs, "loaned" money for Inventis to
3 "invest," as detailed above.

4 73. Plaintiffs loaned money to invest in a common enterprise.
5 Specifically, their funds were pooled in Inventis accounts and returns were to be
6 awarded in proportion to the amounts they invested. Defendants promoted the
7 investment as one in which Plaintiffs' returns fortunes were tied to the promoters'
8 success. For example, Le told at least some investors that she had access to a bank
9 that generated 40% returns, which, in turn, allowed her to keep 20%, pay investors
10 15% and pay referral fees of 5%.

11 74. Investors, including Plaintiffs, depended on Inventis to deploy their
12 money in a manner that would be mutually beneficial. Defendants were to perform
13 all of the services necessary for the generation of returns for investors, all of whom
14 were entirely passive.

15 75. The foregoing elements satisfy the test for what constitutes a
16 "security" under *Securities and Exchange Commission v. W. J. Howey Co.*, 328
17 U.S. 293 (1946): (1) an investment of money, (2) in a common enterprise, (3) with
18 the expectation of profit, (4) to be derived from the efforts of others (the "Howey"
19 test).

20 76. Further, the Inventis agreements constitute investment contracts. As
21 such, they satisfy that definition of "securities" under 15 U.S.C. §§ 77b(a)(1) and
22 78c(a)(10) and Cal. Corp. Code § 25019.

23 77. Each of the investment contracts also reflects a written promise by
24 one party to pay principal and a "return consideration" to another party and,
25 therefore, fall within the ordinary meaning of the term "notes" and, as such,
26 likewise falls within the statutory definition of a "security" under 15 U.S.C. §§
27 77b(a)(1) and 78c(a)(10) and Cal. Corp. Code § 25019.

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1 78. As investors, Plaintiffs were primarily motivated by the generation of
2 profits, and Le and employees at her direction acting for and on behalf of Inventis,
3 including Riley and Nguyen, represented that investor funds would be used for
4 business enterprises in the Inventis Venture. Plaintiffs expected, as promised, to
5 receive monthly “return consideration” of 15% or 20% or, alternatively, at least
6 360% in “combined return” paid after a year, high rates of return that far exceed
7 the rates available on loans or traditional investments. Le told investors on behalf
8 of Inventis that it would use their funds to invest in various business ventures that
9 would she represented would generate sufficient returns to pay the promised rates
10 of return.

11 79. The notes were form documents that Plaintiffs had no opportunity to
12 negotiate, and they had no restrictions regarding assignment or transfer. A
13 reasonable member of the investing public would deem the notes an investment,
14 given their marketing as high return opportunities, the statements of investors that
15 they viewed the funds as investments, and the language of the contracts stating that
16 the loans were for the “explicit purpose of the Company investing in different
17 emerging projects.” The agreements were not collateralized or insured and there is
18 no other risk-reducing factor, such as another regulatory scheme, that would render
19 the application of the securities laws unnecessary.

20 **C. The Inventis Securities and Their Offering Were Not Registered**

21 80. The offering of Inventis securities was not registered with the SEC or
22 with the California Department of Financial Protection and Innovation and did not
23 qualify for any exemption from registration under either federal or California law.

24 81. Inventis and the individual Defendants offered and sold the securities
25 through interstate commerce to investors, including Plaintiffs, in multiple states,
26 and also within California. They did so through general solicitation by promoting
27 Inventis on the WoW website and through referrals from investors and employees
28 to anyone in the community, ultimately reaching over 1,400 investors across

1 multiple states, all or most of whom had no pre-existing substantive relationship
2 with Le or Luu.

3 82. The Inventis securities offering far exceeded \$10 million. Inventis did
4 not provide, and Plaintiffs as investors had no access to, audited financial
5 statements or other information that registration would have required.

6 **D. Defendants Made Misrepresentations in Selling Inventis Securities**

7 83. Le, with the assistance and/or approval of Luu, made knowingly false
8 representations concerning the terms of Plaintiff's investments in Inventis, and
9 trained Inventis employees, including Riley and Nguyen, to make false promises
10 regarding the same, which they did. Le, Riley, Nguyen and other employees Le
11 trained with the knowledge and approval of Luu made such promises during in-
12 person conversations and presentations held at numerous times starting as early as
13 November 2021 and continuing through 2023, usually at the Inventis offices in
14 Tustin, Orange County, California.

15 84. The central promise of the Inventis Scheme that Defendants pitched to
16 investors, including Plaintiffs, was that, for a minimum investment of \$5,000 in
17 Inventis, investors would receive returns of either 15% paid monthly or 360% paid
18 after one year, together with a return of principal after one year. The investment
19 contract between investors and Ventures echoed these promises, referring to
20 investors as "lenders" and stating that the company "agrees to repay the Lender" in
21 one of two ways as selected by the investor: a 15% rate in "monthly return
22 consideration" or, depending on the agreement, either "a single premium to the
23 Lender a 360% combined return as a Balloon payment at the end of the term of 12
24 months" or "a 15% rate compounded monthly in a 1 year term . . . [a]t the end of
25 12 months," which is effectively a 435% annual rate of return.

26 85. The investment agreements also stated that they could be renewed at
27 the end of the term. Le, Luu and Inventis employees at their direction also
28

1 promised investors, including Plaintiffs, that their investments and returns thereon
2 were “guaranteed,” “safe,” “insured” and/or completely legal.

3 86. Defendants also made materially false statements concerning the use
4 of funds from investors, including Plaintiffs. On different occasions Defendants
5 would represent that investor funds would go toward “building and construction,”
6 “commercial real estate,” “startups,” “investments in other countries” and “health
7 insurance investments,” among other things. Le also led investors and employees
8 to believe that she had a relationship with an unnamed bank that was providing her
9 with sufficient returns to make the payments, such that, for example, if Le “gave a
10 bank \$100,000 that could be leveraged for \$1 million.” She led some to believe
11 that she in fact had her own bank, or a “foreign” or “Native American” bank, and
12 told numerous investors, including Plaintiffs, at minimum that she “had access” to
13 a bank that provided 40% returns, of which 20% went to Le, 5% went to referral
14 fees and 15% to investors.

15 87. Specifically regarding use of funds, the “Inventis Ventures LLC
16 Contract Agreement” provided to investors and signed on behalf of Inventis by Le,
17 or employees that Le authorized to sign on her behalf, stated that “in Consideration
18 of the Lender loaning certain monies to the Company, as a form of JVA (Joint
19 Venture Arrangement) this agreement is extended with the explicit purpose of the
20 Company investing in different emerging projects in its investment portfolio.”

21 88. At other times, Le and Inventis employees at her direction, including
22 Riley and Nguyen, told people that the specific use of funds by Inventis did not
23 matter because the funds were “guaranteed” and “safe.” Investors were told to
24 “Trust me,” that “all will be okay,” and “this is not a scam” or has been reviewed
25 and confirmed legal. These and other representations regarding use of funds
26 described in the above paragraphs were made on multiple occasions starting as
27 early as November 2021 and continuing through late 2023 and early 2024,
28 typically at Inventis’s offices in Tustin, California. Based such representations,

1 investors such as Plaintiffs understood that Inventis would use investor money to
2 generate returns for them.

3 **1) Defendants' Representations Regarding the Terms of Plaintiffs'**
4 **Investments and Use of Their Funds Were False and Misleading.**

5 89. Representations such as those set forth above that Le made, and
6 trained employees such as Riley and Nguyen to make, and which Luu knew of and
7 allowed to be made, to Plaintiffs as investors regarding the terms of their
8 investments in Inventis and the sources of the returns on their investments, were
9 false and misleading.

10 90. The representations about the use of investors' funds and source of
11 their returns were false and misleading because Plaintiffs' funds in fact were used
12 to pay returns to other investors, referral fees and for the personal benefit of Le and
13 Luu and, on information and belief, to reward Riley and Nguyen for convincing so
14 many unsuspecting individuals to part with their money.

15 91. The representations about the terms of an investment in Inventis –
16 high monthly or annual investment gains in combination with a return of their
17 invested principal – were false and misleading to Plaintiffs because they did not
18 receive either their promised returns or return of capital, and Defendants knew
19 them to be false because they knew they had no means to pay such returns or to
20 return principal.

21 92. The representations that investor funds were guaranteed and safe were
22 false and misleading because, in light of the foregoing, an investment in Inventis
23 was neither guaranteed nor safe.

24 **2) The False and Misleading Representations Were Material.**

25 93. The representations regarding the use of funds and sources of returns
26 made by Inventis through Le, Luu and their employees, including Riley and
27 Nguyen, were material to Plaintiffs in that they were important to them as investors
28 in deciding whether to provide funds to Inventis in order to obtain such returns.

1 94. The representations regarding the terms of Plaintiffs' investments
2 made by Inventis through Le, Luu and their employees also were material to
3 Plaintiffs, as the represented high returns were important to them in determining
4 whether to invest in Inventis.

5 95. The representations regarding the "safety" of Plaintiffs' investments
6 made by Inventis through Le, Luu and their employees, including Riley and
7 Nguyen, also were material to Plaintiffs since believing their funds would be safe
8 was important to them as investors in deciding whether to make their investments.

9 **E. The Inventis Securities and Defendants' Misrepresentations Concerning**
10 **Them Constituted a Scheme to Defraud Plaintiffs and Other Investors**

11 96. Le, Luu, Riley, Nguyen and Inventis engaged in a course of conduct
12 to deceive investors, including Plaintiffs. They made and disseminated false and
13 misleading statements to investors about the use of their funds, the source of their
14 promised investment returns, and the safety of their investments. They also
15 engaged in additional deceptive acts in furtherance of their scheme. For example,
16 contrary to Defendants' representations to investors, Inventis used the money that
17 it raised from investors to make distributions to earlier investors, to pay referral
18 fees for recruiting investors, and for the personal benefit of Le and Luu and, on
19 information and belief, to reward Riley and Nguyen for helping to bring so much
20 money in.

21 97. Rather than a legitimate business focused on investing in "different
22 emerging projects," Inventis amounted to a Ponzi-like scheme. From statements
23 made by the Securities and Exchange Commission ("SEC") in its own lawsuit
24 against Le and Luu, SECURITIES AND EXCHANGE COMMISSION v. LINH
25 THUY LE and TRONG HOANG LUU, U.S. Dist. Ct. (C.D. Cal.) Case No. 8:25-
26 cv-02324, filed October 15, 2025 (the "SEC Case"), Plaintiffs are informed and
27 believe and based thereon allege that Inventis raised at least \$26.5 million from at
28 least 1,400 investors from 12 or more states, distributed about \$16.5 million to

1 investors in purported returns on their investments and approximately \$1.5 million
2 to Inventis employees and others as referral fees, and thus netted at least \$8.5
3 million in investor funds.

4 98. Also according to the SEC Case, Luu signed more than 95% of the
5 checks issued from Inventis's bank accounts, including 96% of the checks used to
6 make Ponzi-like interest payments to investors and to pay referral fees for finding
7 investors, in an amount totaling over \$18 million. Luu was an active, knowing
8 participant in the scheme to defraud Plaintiffs and other investors.

9 99. Rather than running a legitimate business focused on investing in
10 "different emerging projects," Le and Luu misappropriated investor funds for their
11 own benefit. For example, the SEC Case reveals that bank records show Luu
12 transferring approximately \$4.7 million to entities controlled by him and Le, about
13 \$1 million net to their personal accounts, and more than \$880,000 net to purchase
14 real estate and pay mortgages. Reports from employees alleged in the SEC Case
15 also claim that, during the period of the Inventis Scheme, Le catered monthly
16 parties at restaurants and described travel to Dubai with Luu where she posted
17 photos of limousines, luxury meals and paintings that she had purchased. These
18 represent just some of the many misuses of funds Inventis received from investors.

19 100. The Inventis Scheme began to fall apart in about September 2023,
20 when checks issued to investors started bouncing and Inventis eventually stopped
21 making payments altogether. While these things happened, Le and Luu
22 misappropriated substantial amounts of money from Inventis' bank accounts for
23 their personal use rather than use those funds to pay investors or make investments
24 for the benefit of investors. For example, according to the SEC Case, on October
25 20, 2023, a wire transfer moved \$679,913.28 from an Inventis account to an
26 account Le and Luu controlled in the name of TBD Miracles Production ("TBD").
27 On November 16, 2023, another \$350,000 moved from Inventis to TBD. Over the
28 course of December 2023 and January 2024, over \$1,000,000 in Inventis funds got

1 moved to other accounts controlled by Le and Luu, including to Wow Construction
2 (\$500,000) and the Luu Le Family Trust (approximately \$300,000).

3 101. During this time, even though Inventis had ceased making regular
4 distributions, Le and Luu directed employees to continue to sign investors up to
5 new contracts. The SEC Case notes, for example, that Le met with an investor in
6 her home on or about November 1, 2023, where she promised the investor monthly
7 returns and encouraged him to invest \$200,000. Bank records described in the
8 SEC Case reflect that Inventis received over 130 additional investments, totaling
9 nearly \$4.4 million, from September to the end of 2023 and into 2024.

10 102. Le and Inventis employees at Le's direction, including Riley and
11 Nguyen, made false and misleading statements to investors and engaged in other
12 deceptive acts to lull investors into thinking they would recoup their funds. For
13 example, according to the SEC Case, Le and Inventis employees at Le's direction,
14 including Riley and Nguyen, told investors that "bank audits" and "banking
15 compliance issues" caused Inventis to cease payments and restructure, and that
16 with additional time Inventis would resume the program and pay people back.

17 103. Inventis then pivoted to directing investors to other schemes so that
18 they could recover the funds previously invested in Inventis. First, beginning in or
19 around November 2023, Le directed investors to open and fund an account at Apex
20 Bank, a purported "sovereign bank," to recover their funds. The Georgia
21 Department of Banking and Finance had already issued an order in September
22 2023 mandating that Apex Bank cease and desist conducting business as a bank
23 because it had never been registered as a bank.

24 104. Next, when a group of investors met Le and Luu at their home, both
25 Le and Luu told those investors that, in order for them to receive the funds they
26 were promised under the Inventis scheme, those investors had to open and fund
27 accounts with Trage Technologies, Ltd. ("Trage"), a digital asset scheme. Luu told
28 an investor, as alleged in the SEC Case, that the investor would only receive the

1 promised Inventis payments to the Trage account if the investor did not withdraw
2 funds from that account. Trage was later charged with being an unregistered
3 offering and fraud by the California Department of Financial Protection and
4 Innovation in violation of California Corporations Code Sections 25110 and
5 25401, and by the Texas State Securities Board for violations of Texas Securities
6 Act Sections 4003.001 and 4004.051.

7 105. At another point, the SEC Case alleges that Inventis advertised a
8 different digital asset scheme involving “USDT,” a stable coin, that would
9 purportedly provide 36% returns. Le additionally told employees that she was
10 immune from prosecution, and threatened that if investors pursued legal action or
11 complained to law enforcement they would not receive their money back.

12 106. A venture called “Vivere Inicio,” about which Plaintiffs could find no
13 information, was also presented as an opportunity similar to Inventis to at least one
14 Plaintiff in December 2023. Also late in 2023 and into 2024, at least two other
15 Plaintiffs were steered to similar investments in Golden Trading, and at least one
16 other to GO11. As such, Plaintiffs are informed and believe and on such grounds
17 allege that Vivere Inicio, Golden Trading and GO11 were or became part of the
18 Inventis Scheme, and for that reason have been named as Defendants herein.

19 **F. Le and Luu Acted with Scienter, or at Least Recklessly and Negigently**

20 107. Le, Luu, Riley and Nguyen acted with scienter in carrying out the
21 scheme to defraud and, for Le, Riley and Nguyen, in making the false and
22 misleading statements to investors, including Plaintiffs. They also acted
23 negligently in carrying out the Inventis Scheme and, for Le, Riley and Nguyen, in
24 making the false and misleading statements. That is, Le, Luu, Riley and Nguyen
25 failed to exercise the level of care that a reasonable person would have exercised
26 under the same circumstances.

27

28

1 108. The facts supporting that Le, Luu, Riley and Nguyen acted with
2 scienter or at least failed to act reasonably under the circumstances include the
3 following:

4 a. Le, Riley and Nguyen, acted with scienter, or at a minimum,
5 were deliberately and consciously reckless. They made false and misleading
6 statements to investors, including Plaintiffs, regarding the terms of the
7 investment, the use of funds by Inventis, the source of returns and the safety
8 of investment. Le signed agreements with investors making false and
9 misleading statements regarding the terms of the investment, the use of
10 funds by Inventis and the source of returns. She instructed Inventis
11 employees, including Riley and Nguyen, to make false and misleading
12 statements regarding the terms of the investment, the use of funds by
13 Inventis, the source of returns and the safety of investment. They continued
14 to make these false and misleading statements after Inventis was no longer
15 able to make payments to investors. Le personally benefitted by receiving
16 investor funds to her and Luu's bank accounts and using investor monies to
17 fund the purchase of properties and for other personal uses and, on
18 information and belief, Riley and Nguyen similarly so benefitted personally.

19 b. Luu also acted with scienter, or at a minimum, was deliberately
20 and consciously reckless. He was present while Le and others made false
21 statements to investors, including Plaintiffs, and he monitored camera feeds
22 showing interactions between employees, including Riley and Nguyen, and
23 investors. He controlled Inventis's bank accounts, he received and handled
24 investor funds, directed misuse of new investor funds to pay previous
25 investors, and personally benefitted by transferring investor funds to his and
26 Le's bank accounts and using investor monies to fund the purchase of
27 properties and for other personal uses.

28

1 **G. Le, Luu, Riley and Nguyen Obtained Money and Property as a Result**
2 **of the Scheme**

3 109. Le and Luu obtained money and property as a result of the Inventis
4 Scheme. They transferred about \$4.7 million, net, of Inventis funds to entities
5 controlled by them, and approximately \$1 million, net, of Inventis funds to their
6 personal accounts. They also used more than \$880,000, net, of Inventis funds to
7 purchase real estate and pay for mortgages. On information and belief, Riley and
8 Nguyen also gained financially as a reward for duping so many into funneling so
9 much money into the Inventis Scheme.

10 110. These amounts do not include all of the funds Inventis received from
11 investors in the form of cash or all of the cash payments for distributions, referral
12 fees, and to Le, Luu, Riley and Nguyen personally. Plaintiffs are informed and
13 believe and based thereon allege that discovery in this action will reveal more
14 diversion and personal use of Inventis funds by Le, Luu, Riley and Nguyen.

15 **FIRST CAUSE OF ACTION**

16 Fraud in Connection with Sale of Securities in Violation of Exchange Act §10(b),
17 15 U.S.C. § 78j, and Rule 10b-5 Thereunder

18 (Against All Defendants)

19 111. Plaintiffs reallege and incorporate by this reference each and every
20 allegation in paragraphs 1 through 110, above, as though fully set forth at this
21 point.

22 112. In connection with the purchase or sale of securities, Defendants made
23 material misstatements, false statements and omissions to investors. They made
24 numerous false and misleading statements both in the investment agreements at
25 issue and in oral statements made or directed during the securities offering,
26 including: (i) statements in the agreements that Inventis would use the funds to
27 “invest in different emerging projects in its investment portfolio” and oral
28 statements describing the use of funds for various investments, when in fact the

1 funds were used to pay investor returns, referral fees, and for Defendants' own
2 benefit; (ii) written and oral promises that Inventis would pay monthly returns of
3 15% or annual returns of at least 360% and a return of capital at the end of one
4 year when, in reality, Plaintiffs did not receive either their returns or the return of
5 capital; and (iii) statements that investor funds were guaranteed and safe and
6 constituted a legal investment when, in reality the funds were neither guaranteed
7 nor safe and the Inventis Scheme in fact violated federal securities laws.

8 113. In connection with the purchase or sale of securities, Defendants
9 engaged in a course of conduct to deceive investors. They made and disseminated
10 false and misleading statements about the use of funds, the source of the returns,
11 and the safety of the investments. Le and Luu were signatories to Inventis bank
12 accounts, made payments out of the accounts, handled investor funds, took money
13 to the bank, and engaged in Ponzi-like payments, passing the payments off as
14 returns on investment when, in fact, they were payments of other investor's capital.
15 Defendants furthered the scheme by lulling investors, including Plaintiffs, into
16 feeling their investments were secure after the initial investments were made and
17 after the scheme collapsed, reassuring investors that they would pay their promised
18 returns and referring them to various schemes that would allegedly allow them to
19 recoup the funds they had invested in Inventis.

20 114. By engaging in the conduct described above, Defendants, directly or
21 indirectly, in connection with the purchase or sale of a security, by the use of
22 means or instrumentalities of interstate commerce, of the mails, or of the facilities
23 of a national securities exchange: (a) employed devices, schemes, or artifices to
24 defraud; (b) made untrue statements of a material fact or omitted to state a material
25 fact necessary in order to make the statements made, in the light of the
26 circumstances under which they were made, not misleading; and (c) engaged in
27 acts, practices, or courses of business which operated or would operate as a fraud
28 or deceit upon other persons. In doing so, Defendants acted with scienter.

1 115. By engaging in the conduct described above, Defendants violated, and
2 unless restrained and enjoined will continue to violate, Section 10(b) of the
3 Exchange Act of 1934, 15 U.S.C. § 78j(b), and Rules 10b-5(a), 10b-5(b), and 10b-
4 5(c) thereunder, 17 C.F.R. §§ 240.10b-5(a), 240.10b-5(b) & 240.10b-5(c).

5 116. As a direct and proximate result of Defendants' violations, Plaintiffs
6 suffered damages in the form of funds they provided to Defendants and lost, in an
7 amount totaling nearly \$3 million dollars, allocable to each Plaintiff as set forth in
8 paragraph 71, above.

9 **SECOND CAUSE OF ACTION**

10 Control Person Liability Under 15 U.S.C. § 78t

11 (Against Defendants Le and Luu)

12 117. Plaintiffs reallege and incorporate by this reference each and every
13 allegation in paragraphs 1 through 116, above, as though fully set forth at this
14 point.

15 118. If and to the extent not otherwise liable directly for the violations of
16 Exchange Act section 10(b) and Rule 10b-5 thereunder, Le and Luu have liability
17 as control persons of Inventis, jointly and severally, for its acts in violation thereof,
18 and for all damages directly and proximately caused to Plaintiffs, and each of
19 them, thereby.

20 **THIRD CAUSE OF ACTION**

21 Sale of Securities by False Statements in Violation of Securities Act § 12,

22 15 U.S.C. § 771

23 (Against All Defendants)

24 119. Plaintiffs reallege and incorporate by this reference each and every
25 allegation in paragraphs 1 through 110, above, as though fully set forth at this
26 point.

27 120. In connection with the offer or sale of securities, Defendants made to
28 investors, including Plaintiffs, untrue statements of material fact, and/or omitted to

1 state material facts necessary in order to make the statements, in the light of the
2 circumstances under which they were made, not misleading, in violation of Section
3 12 of the Securities Act of 1933. They did so by means of communication in
4 interstate commerce, by wire, mail and orally, including by delivering Plaintiffs'
5 investment contracts containing such untrue and misleading statements by such
6 means.

7 121. Defendants' untrue or misleading statements of material fact, or
8 omissions to state material facts so that statements made would not mislead,
9 include the following among many other material false statements and omissions:
10 (i) statements in the agreements that Inventis would use the funds to "invest in
11 different emerging projects in its investment portfolio" and oral statements
12 describing the use of funds for various investments, when in fact the funds were
13 used to pay investor returns, referral fees, and for Defendants' own benefit; (ii)
14 written and oral promises that Inventis would pay monthly returns of 15% or
15 annual returns of at least 360% and a return of capital at the end of one year when,
16 in reality, Plaintiffs did not receive either their returns or the return of capital; and
17 (iii) statements that investor funds were guaranteed and safe and constituted a legal
18 investment when, in reality the funds were neither guaranteed nor safe and the
19 Inventis Scheme in fact violated federal securities laws. Such untrue statements of
20 material fact or omissions of fact to make statements not false or misleading
21 violate Section 12 of the Securities Act of 1933, 15 U.S.C. § 771(a)(2).

22 122. As a direct and proximate result of their statements and omissions in
23 violation of the cited statute, Defendants are liable to Plaintiffs for the
24 consideration they paid for the securities that were misrepresented to them, in a
25 total amount of approximately \$3 million, allocable to each Plaintiff as set forth
26 above in paragraph 71 hereof.

FOURTH CAUSE OF ACTION

Sale of Unregistered Securities in Violation of Cal. Corp. Code § 25110
(Against All Defendants)

123. Plaintiffs reallege and incorporate by this reference each and every allegation in paragraphs 1 through 110, above, as though fully set forth at this point.

124. The investment contracts into which Plaintiffs entered with Inventis constitute “securities” under federal and California law. Inventis issued and/or offered to and in fact did sell these securities by offering its investment contracts to Plaintiffs in exchange for the consideration provided for in each. Plaintiffs purchased those securities by paying the consideration specified in their investment contracts as detailed above in paragraph 71 hereof.

125. No registration statements have been filed with any state or federal government entity or have been in effect with respect to any offering of securities by Inventis through its investment contracts. The offering in connection with each investment contract thus violates Cal. Corp. Code section 25110, which makes it “unlawful for any person to offer or sell in this state any security in an issuer transaction (other than in a transaction subject to Section 25120), whether or not by or through underwriters, unless such sale has been qualified” by a federal or state registration statement.

126. “Any person who violates Section 25110 ... shall be liable to any person acquiring from them the security sold in violation of that section, who may sue to recover the consideration they paid for that security with interest thereon at the legal rate, and reasonable attorney’s fees” Cal. Corp. Code § 25503. Plaintiffs collectively paid approximately \$3 million to purchase the unregistered securities of Inventis, which Plaintiffs are entitled to recover, plus interest thereon and the fees incurred by their attorneys to obtain such recovery.

FIFTH CAUSE OF ACTION

Sale of Securities by False Statements in Violation of Cal. Corp. Code § 25401
(Against All Defendants)

127. Plaintiffs reallege and incorporate by this reference each and every allegation in paragraphs 1 through 110, above, as though fully set forth at this point.

128. California Corporations Code section 25401 makes it illegal to “offer or sell a security in this state . . . by means of any written or oral communications which includes an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made . . . not misleading.”

129. As established above, the investment contracts into which Defendants induced Plaintiffs to enter constitute “securities” as that term is understood and used under federal and California law. Plaintiffs have detailed above the false and misleading statements Defendants made in connection with their sale of such securities, including without limitation their representations that: (i) Inventis would use the funds to “invest in different emerging projects in its investment portfolio” for various investments, when in fact the funds were used to pay investor returns, referral fees, and for Defendants’ own benefit; (ii) Inventis would pay monthly returns of 15% or annual returns of at least 360% and a return of capital at the end of one year when, in reality, Plaintiffs did not receive either their returns or the return of capital; and (iii) investor funds were guaranteed and safe and constituted a legal investment when, in reality the funds were neither guaranteed nor safe and the Inventis Scheme in fact violated federal and state securities laws.

130. “Any person who violates Section 25401 shall be liable to the person who purchases a security from . . . that person, who may sue either for rescission or for damages Upon rescission, a purchaser may recover the consideration paid for the security, plus interest at the legal rate Damages recoverable under this section by a purchaser shall be an amount equal to the difference between (a) the

1 price at which the security was bought plus interest at the legal rate from the date
2 of purchase and (b) the value of the security In addition to the relief described
3 above, the court *shall* award reasonable attorney’s fees and costs to a prevailing
4 purchaser or seller who succeeds in establishing a right to the relief provided by
5 this section.” Cal. Corp. Code § 25501 (emphasis added).

6 131. Plaintiffs paid the prices established by their contracts as set forth
7 above in paragraph 71 hereof, and their purchases had a value of zero because
8 Defendants did not pay Plaintiffs what their investment contracts promised, or at
9 all. Plaintiffs thus have a right to recover the nearly \$3 million they expended for
10 the worthless securities Defendants sold to them, plus interest from the dates of
11 their losses at the legal rate and the fees incurred by their attorneys to obtain such
12 recovery.

13 **SIXTH CAUSE OF ACTION**

14 Control Person Liability Under Corp. Code § 25504

15 (Against Defendants Le and Luu)

16 132. Plaintiffs reallege and incorporate by this reference each and every
17 allegation in paragraphs 1 through 110 and 123 through 131, above, as though
18 fully set forth at this point.

19 133. If and to the extent not otherwise liable directly for the violations of
20 Cal. Corp. Code sections 25110, 25501 and 25503, Le and Luu have liability as
21 control persons of Inventis, jointly and severally, for its acts in violation thereof,
22 and for all damages directly and proximately caused to Plaintiffs, and each of
23 them, thereby. Specifically, “Every person who directly or indirectly controls a
24 person liable under Section 25501 or 25503, every partner in a firm so liable, every
25 principal executive officer or director of a corporation so liable, every person
26 occupying a similar status or performing similar functions, every employee of a
27 person so liable who materially aids in the act or transaction constituting the
28

1 violation ..., are also liable jointly and severally with and to the same extent as
2 such person” Cal. Corp. Code § 25504.

3 **SEVENTH CAUSE OF ACTION**

4 Common Law Fraud

5 (Against All Defendants)

6 134. Plaintiffs reallege and incorporate by this reference each and every
7 allegation in paragraphs 1 through 110, above, as though fully set forth at this
8 point.

9 135. Defendants made numerous false representations and promises to
10 Plaintiffs, and each of them. These false representations and promises included the
11 following made in or in connection with the written investment contracts that
12 Defendants provided to every Plaintiff on or near the date that each contract bears:
13 (i) that Inventis would use the funds to “invest in different emerging projects in its
14 investment portfolio” for various investments; and (ii) that Inventis would pay
15 monthly returns of 15% or annual returns of at least 360% and a return of capital at
16 the end of one year. To induce Plaintiffs to sign the investment contract containing
17 these false statements, Defendants represented to each Plaintiff at or near the date
18 on which each signed his or her contract(s) that their funds were “guaranteed” and
19 “safe” and constituted an investment compliant with law.

20 136. The foregoing representations and promises were false when made,
21 and Defendants knew them to be false, in that: (i) Defendants used the funds they
22 received from Plaintiffs to pay investor returns, referral fees, and for Defendants’
23 own benefit rather than for Inventis to “invest in different emerging projects in its
24 investment portfolio” as represented and promised; (ii) Defendants did not provide
25 Plaintiffs the percentages promised on their investments or the return of their
26 principal despite having promised both, which they intended not to honor when
27 making the promises because they intended to use Plaintiffs’ funds for themselves
28 or for uses other than making “investments” that Defendants knew did not exist;

1 and (iii) Defendants knew Plaintiffs' funds were neither "guaranteed" and nor
2 "safe" when they represented them as such, because they knew the funds would
3 not be used to make the investments they promised but rather would go to pay
4 back other investors or for Defendants' own use.

5 137. Defendants made the foregoing promises with the intent to induce
6 Plaintiffs to rely upon them by providing money to Inventis to obtain the promised
7 return from such investments. Plaintiffs reasonably so relied because they saw
8 other investors collecting on their investments and believed that the explanations
9 of how their funds would be used were true and would yield the returns they were
10 promised.

11 138. As a direct and proximate result of their reasonable reliance on
12 Defendants' false representations and promises, Plaintiffs suffered damages in the
13 amounts they invested and lost in Inventis as detailed above in paragraph 71 hereof
14 as to each Plaintiff, collectively totaling approximately \$3 million for all Plaintiffs
15 combined.

16 139. Defendants made the false and misleading representations and
17 promises intentionally for the purpose of stealing Plaintiffs' funds and converting
18 them to their own use. Most of the Plaintiffs in this case have little education,
19 business experience and command of the English language. Many are elderly and
20 lost most if not all the money they had saved to live out the rest of their lives.
21 Defendants took advantage of these vulnerabilities to deprive most Plaintiffs of
22 nearly everything they had. As such, Defendants acted with malice, oppression
23 and fraud as those terms are defined in Cal. Civ. Code § 3294(c) – that is: (1)
24 "conduct which is intended by the defendant to cause injury to the plaintiff or
25 despicable conduct which is carried on by the defendant with a willful and
26 conscious disregard of the rights or safety of others;" (2) "despicable conduct that
27 subjects a person to cruel and unjust hardship in conscious disregard of that
28 person's rights;" and (3) "intentional misrepresentation, deceit, or concealment of a

1 material fact known to the defendant with the intention on the part of the defendant
2 of thereby depriving a person of property or legal rights or otherwise causing
3 injury.”

4 140. Moreover, the entity Inventis liable co-extensively with Le and Luu
5 for punitive damages because it acted solely and entirely through those individuals
6 and thus “had advance knowledge of the unfitness of [Le and Luu] and employed
7 him [and] her with a conscious disregard of the rights or safety of others,” and
8 Inventis itself “was personally guilty of oppression, fraud, or malice,” and its
9 “advance knowledge and conscious disregard, authorization, ratification or act of
10 oppression, fraud, or malice [was] on the part of an officer, director, or managing
11 agent of the corporation” so as to make it fully liable for punitive damages to the
12 maximum amount allowed by law, which our courts have readily found awardable
13 and constitutional in amounts up to nine times actual damages.

14 **EIGHTH CAUSE OF ACTION**

15 Breach of Contract

16 (Against Ventures, Holdings, Golden Trading, GO11 and Vivere Inicio)

17 141. Plaintiffs reallege and incorporate by this reference each and every
18 allegation in paragraphs 1 through 110, above, as though fully set forth at this
19 point.

20 142. Plaintiffs all had written contracts with Inventis, each of which is
21 identified in paragraph 71, above.

22 143. Plaintiffs all performed their contracts with Inventis. Each Plaintiff
23 provided to Inventis the funds that their contracts specified for them to turn over to
24 Inventis.

25 144. Inventis breached each of the contracts with Plaintiffs identified above
26 in paragraph 71 hereof. More specifically, Inventis failed to provide the return
27 promised in the contracts and also did not give Plaintiffs back any of their principal
28 at the end of their contract terms.

1 145. As a direct and proximate result of the breach by Inventis of its
 2 contracts with Plaintiffs, each Plaintiff suffered damages in the amount of
 3 unrealized gains and return of principal as set forth below:

4 a. Frankie Alvarez:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|------------|--------------------|-----------------|------------------|
| 169 | \$10,000 | 15%/mo for 1 yr | \$28,000 |
| 367 | \$5,000 | 15%/mo for 1 yr | \$14,000 |
| 853 | \$5,000 | 15%/mo for 1 yr | \$14,000 |
| 1187 | \$5,000 | 15%/mo for 1 yr | \$14,000 |
| 2303-00273 | \$5,000 | 15%/mo for 1 yr | \$14,000 |
| 2023-02034 | \$10,000 | 15%/mo for 1 yr | \$28,000 |
| 2023-02577 | \$10,000 | 15%/mo for 1 yr | \$28,000 |
| | \$50,000 | | \$140,000 |

14 b. Frida Aquino:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| 243 | \$10,000 | 20% per mo for 1 yr | \$34,000 |
| 680 | \$10,000 | 20% per mo for 1 yr | \$34,000 |
| S0032 | \$10,000 | 20% per mo for 1 yr | \$34,000 |
| S0099 | \$10,000 | 20% per mo for 1 yr | \$34,000 |
| S122 | \$40,000 | 20% per mo for 1 yr | \$136,000 |
| S129 | \$10,000 | 20% per mo for 1 yr | \$34,000 |
| S142 | \$10,000 | 20% per mo for 1 yr | \$34,000 |
| TOTALS | \$100,000 | | \$340,000 |

c. Caren Avedon:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|--------------------|
| 269 | \$108,000 | 15% per mo for 1 yr | \$302,400 |
| 270-1 | \$72,000 | 15% per mo for 1 yr | \$201,600 |
| 270-2 | \$36,000 | 15% per mo for 1 yr | \$100,800 |
| 735 | \$40,000 | 15% per mo for 1 yr | \$112,000 |
| 2023-01854 | \$72,000 | 15% per mo for 1 yr | \$201,600 |
| 2023-03680 | \$54,000 | 15% per mo for 1 yr | \$151,200 |
| 2023-02650 | \$60,000 | 15% per mo for 1 yr | \$168,000 |
| TOTALS | \$442,000 | | \$1,237,600 |

d. Susan Avedon:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 271 | \$6,000 | 15% per mo for 1 yr | \$16,800 |
| TOTALS | \$6,000 | | \$16,800 |

e. Carlos Barrera:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 2023-02918 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| TOTALS | \$10,000 | | \$28,000 |

f. Antonieta Bernahola Talledo:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 548 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-01575 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| TOTALS | \$20,000 | | \$56,000 |

g. Elsy Borja:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|---------------------|----------------------|---------------------|
| 386 | \$5,000 | 435% annual for 1 yr | \$26,750 |
| 21 | \$10,000 | 435% annual for 1 yr | \$53,502.50 |
| 385 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 119 | \$20,000 | 435% annual for 1 yr | \$107,000 |
| 1203 | \$5,000 | 360% annual for 1 yr | \$23,000 |
| 2023-01415 | \$53,502.50 | 15% per mo for 1 yr | \$149,807 |
| TOTALS | \$103,502.50 | | \$388,059.50 |

h. Peter Bos:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| 740 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 987 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2303-00209 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2303-00462 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-00512 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-00954 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-01231 | \$20,000 | 15% per mo for 1 yr | \$56,000 |
| 2023-01731 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-03146 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-02326 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-02828 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| | \$50,000 | 15% per mo for 1 yr | \$140,000 |
| TOTALS | \$170,000 | | \$476,000 |

Mr. Bos entered into two contracts, Nos. 2303-00462 and 2023-02146, in the name of his son-in-law, J.D. Royer, but paid the principal himself and so suffered the damages on those contracts.

i. Fidelina Contreras:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 539 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2303-00496 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-02273 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| TOTALS | \$30,000 | | \$84,000 |

j. Claudia De La Cruz:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| 386 | \$50,000 | 15% per mo for 1 yr | \$140,000 |
| 576 | \$5,000 | 15% per mo for 1 yr | \$14,000 |
| 990 | \$60,000 | 15% per mo for 1 yr | \$168,000 |
| 2023-01-73 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-01990 | \$100,000 | 15% per mo for 1 yr | \$280,000 |
| 2023-02491 | \$30,000 | 15% per mo for 1 yr | \$84,000 |
| TOTALS | \$255,000 | | \$714,000 |

k. Zenaida "Rose" De Leon:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|----------------------|------------------|
| S015 | \$10,000 | 20% per mo for 1 yr | \$34,000 |
| S126 | \$30,000 | 20% per mo for 1 yr | \$102,000 |
| S127 | \$10,000 | 445% annual for 1 yr | \$54,500 |
| TOTALS | \$50,000 | | \$190,500 |

l. Antonio De Los Santos:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 2023-02980 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| TOTALS | \$10,000 | | \$28,000 |

m. Merari Diaz Ordaz:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 2023-00586 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-00682 | \$5,000 | 15% per mo for 1 yr | \$14,000 |
| 2023-01377 | \$20,000 | 15% per mo for 1 yr | \$56,000 |
| TOTALS | \$35,000 | | \$98,000 |

n. Lizette Espinosa:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| 2303-00250 | \$8,300.00 | 15% per mo for 1 yr | \$23,240 |
| 2303-00495 | \$10,000.00 | 15% per mo for 1 yr | \$28,000 |
| 2023-02319 | \$40,000.00 | 15% per mo for 1 yr | \$112,000 |
| TOTALS | \$58,300 | | \$163,240 |

o. Estella Garcia:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|----------------------|-----------------|
| G-0161 | \$10,000 | 360% annual for 1 yr | \$46,000 |
| | \$5,000 | 600% annual for 1 yr | \$35,000 |
| TOTALS | \$15,000 | | \$81,000 |

p. Joseph Garcia:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|----------------------|-----------------|
| 2303-00238 | \$15,000 | 15% per mo for 1 yr | \$42,000 |
| G-0154 | \$10,000 | 360% annual for 1 yr | \$46,000 |
| TOTALS | \$25,000 | | \$88,000 |

1 q. Carol Anne Gillespie:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|----------------------|------------------|
| 693 | \$5,000 | 15% per mo for 1 yr | \$14,000 |
| 982 | \$30,000 | 360% annual for 1 yr | \$138,000 |
| 987 | \$20,000 | 15% per mo for 1 yr | \$56,000 |
| TOTALS | \$55,000 | | \$208,000 |

7 r. Soledad Glova:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 247 | \$5,000 | 15% per mo for 1 yr | \$14,000 |
| 2023-02740 | \$11,000 | 15% per mo for 1 yr | \$30,800 |
| TOTALS | \$16,000 | | \$44,800 |

12 s. Dennis Gray:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|----------------------|-----------------|
| 1027 | \$20,000 | 360% annual for 1 yr | \$92,000 |
| TOTALS | \$20,000 | | \$92,000 |

16 t. Beata G. Grissom:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 2023-02640 | \$15,000 | 15% per mo for 1 yr | \$42,000 |
| TOTALS | \$15,000 | | \$42,000 |

20 u. Edwin Guerra Hernandez:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| 2023-01021 | \$20,000 | 15% per mo for 1 yr | \$56,000 |
| 2023-02752 | \$50,000 | 15% per mo for 1 yr | \$140,000 |
| TOTALS | \$70,000 | | \$196,000 |

v. Charie Guzman:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| 260 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 436 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 630 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 800 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-00838 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-01206 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-01580 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-02628 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| TOTALS | \$80,000 | | \$224,000 |

w. Samantha Guzman:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 2023-01581 | \$5,000 | 15% per mo for 1 yr | \$14,000 |
| 2023-02625 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| TOTALS | \$15,000 | | \$42,000 |

x. Sammy Guzman:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 966 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-01204 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| TOTALS | \$20,000 | | \$56,000 |

y. Remberto Jara Jara:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 2023-02567 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| TOTALS | \$10,000 | | \$28,000 |

z. Robert Kusenda:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| 2023-02181 | \$50,000 | 15% per mo for 1 yr | \$140,000 |
| 2023-02305 | \$30,000 | 15% per mo for 1 yr | \$84,000 |
| TOTALS | \$80,000 | | \$224,000 |

aa. Janice LaGessee:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|----------------------|------------------|
| 289 | \$7,000 | 15% per mo for 1 yr | \$19,600 |
| 168 | \$25,000 | 360% annual for 1 yr | \$115,000 |
| 849 | \$25,000 | 360% annual for 1 yr | \$115,000 |
| TOTALS | \$57,000 | | \$249,600 |

bb. Saffiya Lakhani:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 2023-00847 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-02626 | \$15,000 | 15% per mo for 1 yr | \$42,000 |
| TOTALS | \$25,000 | | \$70,000 |

cc. Pearle McDonald:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 288 | \$5,000 | 15% per mo for 1 yr | \$14,000 |
| TOTALS | \$5,000 | | \$14,000 |

dd. Maria Metcalf:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|----------------------|-----------------|
| 1026 | \$10,000 | 360% annual for 1 yr | \$46,000 |
| TOTALS | \$10,000 | | \$46,000 |

1 ee. Anthony Millot:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| | \$50,000 | 15% per mo for 1 yr | \$140,000 |
| TOTALS | \$50,000 | | \$140,000 |

5 ff. Alejandrina Navarro:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 763 | \$15,000 | 15% per mo for 1 yr | \$42,000 |
| TOTALS | \$15,000 | | \$42,000 |

9 gg. Rose Noriega:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| | \$50,000 | 15% per mo for 1 yr | \$140,000 |
| TOTALS | \$50,000 | | \$140,000 |

13 hh. David Novelli:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| 165 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 166 | \$30,000 | 15% per mo for 1 yr | \$84,000 |
| TOTALS | \$40,000 | | \$112,000 |

18 ii. Mohammad Patel:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| 2023-00848 | \$15,000 | 15% per mo for 1 yr | \$42,000 |
| 2023-02627 | \$30,000 | 15% per mo for 1 yr | \$84,000 |
| TOTALS | \$45,000 | | \$126,000 |

23 jj. Mauricio Poblete:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|-----------------|
| 2023-02739 | \$11,000.00 | 15% per mo for 1 yr | \$30,800 |
| TOTALS | \$11,000 | | \$30,800 |

1 kk. Marc R. Sarbarneck:

| No. | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|---------------------------|---------------------|-----------------------|
| 464 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2303-00107 | \$20,000 | 15% per mo for 1 yr | \$56,000 |
| 2023-01895 | \$30,000 | 15% per mo for 1 yr | \$84,000 |
| TOTALS | \$60,000 | | \$168,000 |

7 ll. Cynthia "CC" Summerfield:

| No. | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|---------------------------|----------------------|-----------------------|
| 88 | \$25,000 | 435% annual for 1 yr | \$133,750 |
| 89 | \$25,000 | 15% per mo for 1 yr | \$70,000 |
| TOTALS | \$50,000 | | \$203,750 |

12 mm. Giuseppe Veneziano:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|-------------------|---------------------------|---------------------|-----------------------|
| 366 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 2023-00598 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| TOTALS | \$20,000 | | \$56,000 |

17 nn. Luis Vizcaino:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|-------------------|---------------------------|---------------------|-----------------------|
| 119 | \$10,000 | 15% per mo for 1 yr | \$28,000 |
| 118 | \$40,000 | 15% per mo for 1 yr | \$112,000 |
| 798 | \$50,000 | 15% per mo for 1 yr | \$140,000 |
| 799 | \$50,000 | 15% per mo for 1 yr | \$140,000 |
| 2023-00830 | \$50,000 | 15% per mo for 1 yr | \$140,000 |
| 2023-03158 | \$200,000 | 15% per mo for 1 yr | 560,000 |
| TOTALS | \$400,000 | | \$1,120,000 |

oo. Cornelius Willams:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|------------------------------|------------------|
| 1081 | \$8,000 + 400 | 15% per mo for 1 yr + 5% fee | \$22,800 |
| 2023-00518 | \$13,400 + 670 | 15% per mo for 1 yr + 5% fee | \$38,190 |
| 2023-02518 | \$20,000 | 15% per mo for 1 yr | \$56,000 |
| TOTALS | \$42,470 | | \$116,990 |

pp. Yun Chun "Donna" Zhou:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| 194 | \$20,000 | 15% per mo for 1 yr | \$56,000 |
| 191 | \$15,000.00 | 15% per mo for 1 yr | \$42,000 |
| 1003 | \$5,000.00 | 15% per mo for 1 yr | \$14,000 |
| 2023-02235 | \$40,000.00 | 15% per mo for 1 yr | \$112,000 |
| 2023-02236 | \$5,000.00 | 15% per mo for 1 yr | \$14,000 |
| 2023-02237 | \$55,000.00 | 15% per mo for 1 yr | \$154,000 |
| 2023-02422 | \$40,000.00 | 15% per mo for 1 yr | \$112,000 |
| 2023-02423 | \$15,000.00 | 15% per mo for 1 yr | \$42,000 |
| 2023-02677 | \$22,000.00 | 15% per mo for 1 yr | \$61,600 |
| TOTALS | \$207,000 | | \$579,600 |

qq. Hai Ying “Wendy” Zhou:

| <u>No.</u> | <u>Princ. Amt.</u> | <u>Terms</u> | <u>Damages</u> |
|---------------|--------------------|---------------------|------------------|
| 1314 | \$30,000.00 | 15% per mo for 1 yr | \$84,000 |
| 1337 | \$13,000.00 | 15% per mo for 1 yr | \$36,400 |
| 2303-00109 | \$15,000.00 | 15% per mo for 1 yr | \$42,000 |
| 2303-00127 | \$20,000.00 | 15% per mo for 1 yr | \$56,000 |
| 2303-00208 | \$10,000.00 | 15% per mo for 1 yr | \$28,000 |
| 2303-00226 | \$20,000.00 | 15% per mo for 1 yr | \$56,000 |
| 2023-00922 | \$10,000.00 | 15% per mo for 1 yr | \$28,000 |
| 2023-02013 | \$40,000.00 | 15% per mo for 1 yr | \$112,000 |
| 2023-02356 | \$10,000.00 | 15% per mo for 1 yr | \$28,000 |
| 2023-02733 | \$20,000.00 | 15% per mo for 1 yr | \$56,000 |
| 55 | \$15,000.00 | 15% per mo for 1 yr | \$42,000 |
| TOTALS | \$203,000 | | \$568,400 |

146. Contract damages for all Plaintiffs thus total nearly \$9 million, and Plaintiffs have the right to statutory 10% simple annual interest on their respective damages from the date of each breach.

PRAYER

WHEREFORE, Plaintiffs pray for judgment in their favor and against Defendants as follows:

1. On the First Cause of Action:

a. For damages in the amounts lost by each Plaintiff, totaling approximately \$3 million for all Plaintiffs combined, allocated among each Plaintiff as set forth above in paragraph 71 hereof; and

b. For interest thereon at the statutory rate of ten percent (10%) simple per annum.

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2. On the Second Cause of Action:

- a. For damages from Le and Luu in the amounts lost by each Plaintiff, totaling approximately \$3 million for all Plaintiffs combined, allocated among each Plaintiff as set forth above in paragraph 71 hereof; and
- b. For interest thereon at the statutory rate of ten percent (10%) simple per annum.

3. On the Third Cause of Action:

- a. For damages in the amounts lost by each Plaintiff, totaling approximately \$3 million for all Plaintiffs combined allocated among each Plaintiff as set forth above in paragraph 71 hereof; and
- b. For interest thereon at the statutory rate of ten percent (10%) simple per annum.

4. On the Fourth Cause of Action:

- a. For damages in the amounts lost by each Plaintiff, totaling approximately \$3 million for all Plaintiffs combined allocated among each Plaintiff as set forth above in paragraph 71 hereof;
- b. For interest thereon at the statutory rate of ten percent (10%) simple per annum;
- c. For reasonable attorneys' fees according to proof.

5. On the Fifth Cause of Action:

- a. For damages in the amounts lost by each Plaintiff, totaling approximately \$3 million for all Plaintiffs combined allocated among each Plaintiff as set forth above in paragraph 71 hereof;
- b. For interest thereon at the statutory rate of ten percent (10%) simple per annum;
- c. For reasonable attorneys' fees according to proof.

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6. On the Sixth Cause of Action:

- a. For damages from Le and Luu in the amounts lost by each Plaintiff, totaling approximately \$3 million for all Plaintiffs combined allocated among each Plaintiff as set forth above in paragraph 71 hereof;
- b. For interest thereon at the statutory rate of ten percent (10%) simple per annum;
- c. For reasonable attorneys' fees according to proof.

7. On the Seventh Cause of Action:

- a. For damages in the amounts lost by each Plaintiff, totaling approximately \$3 million for all Plaintiffs combined allocated among each Plaintiff as set forth above in paragraph 71 hereof; and
- b. For punitive and exemplary damages adequate in light of the net worth of each Defendant, including as enhanced by the money they stole from Plaintiffs, to make an example of and to punish each of them for their malicious, oppressive and fraudulent conduct.

8. On the Eighth Cause of Action:

- a. For damages measured by the loss by each Plaintiff of the benefit of the bargain provided by each or his or her contract(s), totaling approximately \$9 million for all Plaintiffs combined, and allocated among each Plaintiff as set forth above in paragraph 145 hereof.

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9. On all causes of action:

a. For costs of suit; and

b. For such other and further relief as this Court may find just and proper.

DATED: February 20, 2026

/s/ John Genga

John M. Genga
GENGA & ASSOCIATES
Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs hereby demand trial by jury on all issues so triable.

DATED: February 20, 2026

/s/ John Genga

John M. Genga
GENGA & ASSOCIATES
Attorneys for Plaintiffs