LOYR, APC
YOUNG W. RYU, ESQ. (SBN 266372)
young.ryu@loywr.com
ZACHARIAH E. MOURA, ESQ. (SBN 279508)
zach.moura@loywr.com
KEE SEOK MAH, ESQ. (SBN 345736)
kee.mah@loywr.com
HARLEY M. PHLEGER, ESQ. (SBN 351851)
harley.phleger@loywr.com
GUANCHEN LIU, ESQ. (SBN 359768)
guanchen.liu@loywr.com
1055 Wilshire Blvd., Suite 1460
Los Angeles, California 90017
Telephone: (213) 318-5323
Facsimile: (800) 576-1170

Attorneys for Plaintiff ANN CAVANAUGH

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

ANN CAVANAUGH, individually and on behalf of all individuals similarly situated,

Plaintiff,

vs.

NEXT HEALTH CENTURY CITY, PC, which has operated under the name NEXTHEALTH CENTURY CITY, INC., a California corporation; NEXT HEALTH WEST HOLLYWOOD, PC, which has operated under the name NEXTHEALTH WEST HOLLYWOOD, INC., a California corporation; NEXT HEALTH MANAGEMENT GROUP, INC., a Delaware corporation; DARSHAN SHAH, an individual; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 26STCV15665

CLASS ACTION COMPLAINT

1. **FAILURE TO PAY OVERTIME COMPENSATION;**
2. **FAILURE TO PROVIDE PROPER WAGE STATEMENTS;**
3. **FAILURE TO PAY COMPENSATION UPON SEPARATION OF EMPLOYMENT;**
4. **VIOLATIONS OF CAL. B&P CODE §§ 17200, ET SEQ.;**
5. **VIOLATION OF LABOR CODE §§ 2698, ET SEQ. ("PAGA")**

DEMAND FOR JURY TRIAL

Plaintiff ANN CAVANAUGH, an individual and on behalf of all individuals similarly situated ("Plaintiff"), hereby brings this Class Action Complaint for Damages against Defendants NEXT HEALTH CENTURY CITY, PC, which has operated under the name NEXTHEALTH CENTURY CITY, INC. ("Century City"), a California corporation; NEXT HEALTH WEST HOLLYWOOD, PC, which has operated under the name NEXTHEALTH WEST HOLLYWOOD, INC. ("West Hollywood"), a California corporation; NEXT HEALTH MANAGEMENT GROUP, INC. ("Management Group"), a Delaware corporation; DARSHAN SHAH ("Shah"), an individual; and DOES 1 through 50, inclusive, (collectively, "Defendants") and states and alleges as follows:

THE PARTIES

1. Plaintiff was, at all times relevant to this Complaint, an adult individual working in Los Angeles County, California.

2. At all times relevant to this Complaint, Defendant NEXT HEALTH CENTURY CITY, PC, which has operated under the name NEXTHEALTH CENTURY CITY, INC., is and was a California professional corporation operating a business within the State of California, specifically in the County of Los Angeles. Century City's principal office is located at 8560 West Sunset Blvd, Suite 650, West Hollywood, California 90069.

3. At all times relevant to this Complaint, Defendant NEXT HEALTH WEST HOLLYWOOD, PC, which has operated under the name NEXTHEALTH WEST HOLLYWOOD, INC., is and was a California professional corporation operating a business within the State of California, specifically in the County of Los Angeles. West Hollywood's principal office is located at 8560 West Sunset Blvd, Suite 650, West Hollywood, California 90069.

4. At all times relevant to this Complaint, Defendant NEXT HEALTH MANAGEMENT GROUP, INC., is and was a Delaware corporation qualified to do business in the State of California, specifically in the County of Los Angeles. Management Group's principal office in California is located at 8560 West Sunset Blvd, Suite 650, West Hollywood, California 90069.

5. At all times relevant to this Complaint, Defendant DARSHAN SHAH is and was an individual and the Chief Executive Officer and Medical Director of Defendants Century City, West

Hollywood, and Management Group.

6. Plaintiff is unaware of the true names or capacities of Defendants sued herein under the fictitious names DOES 1-50 but prays for leave to amend and serve such fictitiously named Defendants pursuant to California Code of Civil Procedure section 474 once their names and capacities become known.

7. Plaintiff is informed and believes, and thereon alleges, that DOES 1-50 are the partners, agents, owners, shareholders, managers, principals or employees of Defendants and/or were acting on behalf of Defendants.

8. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by or is attributable to Defendants and/or DOES 1-50, each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent the policy of, all Defendants.

9. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages herein alleged.

10. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently or otherwise responsible for the acts, omissions, breaches of contract, breaches of duty, and injuries herein alleged, and that the injuries proximately caused and complained of herein were proximately caused by said Defendants.

JURISDICTION AND VENUE

11. This action is properly filed in Los Angeles County because the acts and omissions that give rise to Plaintiff's claims took place in Los Angeles County, California, as Plaintiff was employed by Defendants in Los Angeles County, California, and Defendants transact business in this County.

12. This Court has jurisdiction over Defendants because Defendants have sufficient minimum contacts with and regularly conduct business within the State of California, specifically in the County of Los Angeles.

13. Pursuant to California Code of Civil Procedure section 395(a), venue is proper in the County of LOS ANGELES because DEFENDANTS' obligations and liability arose, at least in part, therein, and because the alleged injuries sustained by PLAINTIFF occurred in the County of LOS ANGELES.

ALTER EGO, AGENCY, AND JOINT EMPLOYER ALLEGATIONS

14. DARSHAN SHAH owned and/or controlled the businesses operated by Century City, West Hollywood, and Management Group, and furthermore, DARSHAN SHAH exercised control over the labor practices of each and every one of the employees (inclusive of Plaintiff) of each and every one of their said interests, and caused the violations at issue in this Complaint.

15. Based on the foregoing allegations, DARSHAN SHAH, in fact, caused violations at issue in this Complaint, thereby creating individual liability under Labor Code § 558.1.

16. Pursuant to the provisions of Labor Code § 558, the liability of DARSHAN SHAH would include any and all amounts sufficient to recover any and all unpaid wages, overtime wages, and penalties to Plaintiff and the Class Members.

17. As further referenced hereinbelow, the viability of obtaining liability of individuals by this method was discussed by the California Supreme Court in *Reynolds v. Bement* (2005) 36 Cal.4th 1075, 1089 where the court noted that individual liability against non-employers could be obtained through the use of § 558.

18. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Century City, West Hollywood, Management Group, DARSHAN SHAH, and DOES 1-50 that the individuality and separateness of defendants has ceased to exist.

19. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, Century City, West Hollywood, Management Group, DARSHAN SHAH, and DOES 1-50 are, in reality, one and the same, including, but not limited to because:

a. Century City, West Hollywood, and Management Group are or were completely dominated and controlled by DARSHAN SHAH and DOES 1-50, who personally committed the frauds

and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Century City, West Hollywood, and Management Group to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

b. DARSHAN SHAH and DOES 1-50 have acted on behalf of Century City, West Hollywood, and Management Group, who violate, or cause to be violated, the provisions regulating overtime wages or hours and days of work in any order of the Industrial Welfare Commission, or violate, or cause to be violated, California Labor Code Sections 200, 201, 202, 203, 226, 226.7, 500, 510, 511, 1194, 1194.2, 1197, and 1198.

c. DARSHAN SHAH and DOES 1-50 derive actual and significant monetary benefits by and through Century City, West Hollywood, and Management Group as the funding source for their own personal expenditures.

d. Plaintiff is informed and believes that DARSHAN SHAH, Century City, West Hollywood, Management Group, and DOES 1-50, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose.

e. Plaintiff is informed and believes that Century City, West Hollywood, and Management Group do not or did not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

f. Plaintiff is informed and believes, and based thereon alleges, that the business affairs of DARSHAN SHAH, Century City, West Hollywood, Management Group, and DOES 1-50 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion.

i. Century City, West Hollywood, and Management Group are, and at all times relevant hereto were, used by DARSHAN SHAH and DOES 1-50 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter egos of DARSHAN SHAH and DOES 1-50. The recognition of the separate existence of Century City, West Hollywood, Management Group, and/or DARSHAN SHAH would not promote justice, in

that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the Labor Code. The corporate existence of DARSHAN SHAH, Century City, West Hollywood, Management Group, and DOES 1-50 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

20. Accordingly, Century City, West Hollywood, and Management Group constitute the alter egos of DARSHAN SHAH and DOES 1-50, and the fiction of their separate corporate existence must be disregarded.

21. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Century City, West Hollywood, Management Group, DARSHAN SHAH, and DOES 1-50 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Century City, West Hollywood, Management Group, DARSHAN SHAH, and DOES 1-50. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

22. Century City, West Hollywood, Management Group, and DARSHAN SHAH owned and/or controlled the businesses operated by DOES 1 through 50 and furthermore, Century City, West Hollywood, Management Group, and DARSHAN SHAH exercised control over the labor practices of each and every one of the employees (inclusive of Plaintiff), of each and every one of their said interests, and caused the violations at issue in this Complaint.

23. Based on the foregoing allegations, even if DOES 1 through 50 are not found to be the "employer(s)" of Plaintiff (by way of direct employment, alter ego, or otherwise), in fact, caused the violations at issue in this Complaint, thereby creating individual liability under Labor Code § 558.1.

24. Pursuant to the provisions of Labor Code § 558, the liability of DOES 1 through 50 (even if they were considered to be "non-employer(s)") would include any and all amounts sufficient to recover any and all unpaid wages and penalties to Plaintiff and the Class Members.

25. Plaintiff is informed and believes that Century City, West Hollywood, Management

Group, DARSHAN SHAH, and DOES 1 through 50 do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

26. Plaintiff is informed and believes, and based thereon alleges, that the business affairs of Century City, West Hollywood, Management Group, DARSHAN SHAH, and DOES 1 through 50 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Century City, West Hollywood, Management Group, and DARSHAN SHAH are, and at all times relevant hereto were, used by DOES 1 through 50 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter egos of DOES 1 through 50. The recognition of the separate existence of Century City, West Hollywood, Management Group, DARSHAN SHAH, and DOES 1 through 50 would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the Labor Code. The corporate existence of Century City, West Hollywood, Management Group, and DARSHAN SHAH should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

27. Accordingly, Century City, West Hollywood, Management Group, DARSHAN SHAH, and DOES 1 through 50 constitute the alter ego of each other, and the fiction of their separate corporate existence must be disregarded.

28. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Century City, West Hollywood, Management Group, DARSHAN SHAH, and DOES 1 through 50 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Century City, West Hollywood, Management Group, DARSHAN SHAH, and DOES 1 through 50. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

FACTUAL ALLEGATIONS

29. Plaintiff was employed by Defendants in the position of Registered Nurse from on or around June 2, 2025, until February 4, 2026. Plaintiff initially worked full-time and transitioned to part-

time employment in or around November 2025. Plaintiff worked primarily at Defendants' workplace located at 10250 Santa Monica Blvd, Suite 1440, Los Angeles, California 90067.

30. Plaintiff's job duties included but were not limited to providing IV hydration and vitamin therapies to Defendants' patients. Plaintiff was classified as a non-exempt, hourly employee. Plaintiff's regular schedule consisted of four (4) ten (10) to ten and one-half (10.5) hour shifts per week, typically from 8:30 a.m. to about 7:00 p.m.

31. During Plaintiff's onboarding on or around May 7, 2025, Defendants required Plaintiff to sign an "Alternative Work Schedule Agreement" ("AWS Agreement"). The AWS Agreement stated that Plaintiff would work ten (10) hour shifts and that overtime compensation would begin only after ten (10) hours worked per day, rather than after eight (8) hours as required by California law.

32. However, Defendants never held a secret ballot election to adopt an alternative workweek schedule as required by California Labor Code section 511 and Industrial Welfare Commission Wage Order No. 4. Defendants never provided proper notice to Plaintiff or other similarly situated employees regarding any such election. Defendants never filed the results of any election with the Division of Labor Standards Enforcement or the Division of Labor Statistics and Research as required by California Labor Code section 511 and Industrial Welfare Commission Wage Order No. 4.

33. Because Defendants never adopted a valid alternative workweek schedule, all hours worked by Plaintiff and the Class Members in excess of eight (8) hours per day should have been compensated at the overtime rate of one and one-half times their regular rate of pay. However, Defendants failed to pay Plaintiff and the Class Members overtime compensation for hours worked, instead paying only their regular rate of pay for such hours.

37. Throughout their employment with Defendants, Plaintiff and the Class Members regularly worked shifts of ten (10) to ten and one-half (10.5) hours or more but received overtime compensation only for hours worked beyond ten (10) hours per day.

38. As a result of Defendants' failure to pay proper overtime wages for all hours worked in excess of eight (8) hours per day, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff and the Class Members.

39. Upon Plaintiff's and other Class Members' separation of employment with Defendants, Defendants failed to pay all final wages due at the time of separation, including unpaid overtime compensation for hours worked between eight (8) and ten (10) hours per day.

40. Defendants have engaged in, and continue to engage in, unfair business practices in California by practicing, employing, and utilizing the employment practices and policies outlined above. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competitors. Defendants' utilization of such unfair business practices deprives Plaintiff and the Class Members of the general minimum working standards and entitlements due to them under California law and the Industrial Welfare Commission wage orders as described herein.

41. As a direct result of the wage and hour violations herein alleged, Plaintiff and the Class Members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at the time of trial.

CLASS ACTION ALLEGATIONS

42. Plaintiff brings this action as a class action on behalf of the following defined Class:

The Class: All individuals employed by Defendants as non-exempt healthcare employees during the Class Period.

43. "Class Period" is defined as the time from May 15, 2022, through the date that judgment is entered, based upon information and belief that the violations, as described more fully hereinafter, began long before May 15, 2022, and are continuing. Plaintiff and members of Class herein reserve the right to amend this Complaint to reflect a different Class Period as discovery in this matter proceeds.

44. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the Class Period, dozens of Class members have been employed by Defendants as non-exempt healthcare

employees in the State of California. Because so many persons have been employed by Defendants in this capacity, the members of Plaintiff's Class are so numerous that joinder of all members is impossible and/or impracticable.

45. Commonality: Common questions of law and fact exist as to all members of Plaintiff's Class and predominate over any questions affecting solely individual members of Plaintiff's Class. Among the questions of law and fact that are relevant to the adjudication of Class members' claims are as follows:

a. Whether Defendants had/have policies and/or practices that result in hours worked not being properly compensated;

b. Whether Defendants' purported Alternative Workweek Schedule was invalid under California Labor Code section 511 and Industrial Welfare Commission Wage Order No. 4;

c. Whether Defendants unlawfully failed to pay overtime compensation for hours worked in excess of eight (8) hours per day in violation of California Labor Code sections 510, 511, 1194, 1194.2, 1197, 1198, and Industrial Welfare Commission Wage Order No. 4;

d. Whether Defendants' overtime policy and/or practice violates applicable provisions of California law, including Labor Code sections, applicable Industrial Welfare Commission Orders, and applicable State Regulations;

e. Whether Defendants had/have a policy and/or practice that results in the presentation of inaccurate wage statements to Plaintiff and the Class in violation of Labor Code section 226;

f. Whether Defendants failed to pay all final wages due to Class Members upon their separation of employment in violation of Labor Code sections 201, 202, and 203;

g. Whether Plaintiff and Class members sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief; and

h. Whether Defendants violated the Unfair Competition Law of California, Business and Professions Code section 17200, *et seq.*, by violating the above-cited provisions, and treating Plaintiff and Class members unlawfully by failing to pay all wages due and for all hours worked;

failing to pay proper overtime compensation; failing to provide meal and rest breaks; and failing to furnish accurate, itemized wage statements upon payment of wages.

46. Typicality: Plaintiff's claims are typical of the members of Plaintiff's Class. Plaintiff, like other members of the Class working for Defendants in California, was subjected to Defendants' policies and/or practices set forth above. Plaintiff's job duties were, and are, typical of those of other Class members, and Plaintiff was subject to the same invalid Alternative Workweek Schedule and the same policies regarding overtime compensation, meal and rest breaks, and wage statements as other Class members.

47. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests of the members of the Class and has retained counsel competent and experienced in both class action and employment litigation.

48. Questions of law or fact common to Class members predominate over any questions solely affecting individual Class members and class action is superior to other available methods for the fair and efficient adjudication of this controversy.

49. Class action treatment will allow a large number of similarly situated Class members to simultaneously and efficiently prosecute their common claims in a single forum without the needless duplication of effort and expense that numerous individual actions would entail.

50. In addition, a class action will serve the important public interest of permitting Class members harmed by Defendants' unlawful policies and/or practices to effectively pursue recovery of the sums owed to them and to vindicate their rights under California law.

51. Plaintiff knows of no difficulty which will be encountered in the management of this litigation as a class action.

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FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME IN VIOLATION OF INDUSTRIAL WELFARE COMMISSION ORDER NO. 4 AND CAL. LABOR CODE §§ 200, 226, 500, 510, 1194, 1197, AND 1198

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

52. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein, the allegations contained in all preceding paragraphs.

53. Pursuant to Industrial Welfare Commission Order No. 4 and Labor Code sections 200, 226, 500, 510, 1194, 1197, and 1198, Defendants were required to compensate Plaintiff and the Class for all overtime work performed for the benefit of Defendants, calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day.

54. At all times relevant herein, Plaintiff and the Class were non-exempt employees entitled to the protections of Industrial Welfare Commission Order No. 4 and Labor Code sections 200, 226, 500, 510, 1194, 1197, and 1198.

55. As alleged above, throughout their employment with Defendants, Plaintiff and the Class regularly worked shifts of ten (10) to ten and one-half (10.5) hours or more. However, Defendants failed to pay Plaintiff and the Class overtime compensation for hours worked beyond eight (8) hours per day. Instead, Defendants paid Plaintiff and the Class only their regular rate of pay for such hours, and overtime compensation was paid only for hours worked beyond ten (10) hours per day.

56. In violation of state law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Class for all overtime wages earned and all hours worked. Defendants' failure to pay proper overtime wages was deliberate and systematic, affecting all members of the Class throughout the Class Period.

57. As a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and

expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at time of trial.

58. Defendants have committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Class, from improper motives amounting to malice, and in conscious disregard of Plaintiff's and the Class' rights. Plaintiff and the Class are thus entitled to recover nominal, actual and compensatory damages in amounts according to proof at time of trial.

59. Defendants' conduct described herein violates Industrial Welfare Commission Order No. 4 and Labor Code sections 200, 226, 500, 510, 1197, and 1198. Therefore, pursuant to Labor Code sections 203, 218.5, 226, 558, and 1194, Plaintiff and the Class are entitled to recover the unpaid balance of overtime compensation Defendants owe Plaintiff and the Class, plus interest, liquidated damages, penalties, reasonable attorneys' fees, expenses, and costs of suit.

60. WHEREFORE, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE PROPER WAGE STATEMENTS IN VIOLATION OF CAL. LABOR CODE § 226

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

61. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein, the allegations contained in all preceding paragraphs.

62. Labor Code § 226(a) sets forth reporting requirements for employers when they pay wages, as follows: "Every employer shall, semimonthly or at the time of each payment of wages, furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee ... (5) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee ..." Section (e) provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100)

per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees."

63. As alleged above, Defendants failed to pay Plaintiff and the Class overtime compensation for hours worked beyond eight (8) hours per day, instead paying only the regular rate of pay for such hours. As a result, Defendants knowingly and intentionally failed to provide accurate itemized wage statements to Plaintiff and the Class because the wage statements understated the total overtime hours worked and the total overtime wages earned.

64. Plaintiff and the Class were injured and damaged by this knowing and intentional failure to provide accurate wage statements because, among other things, Plaintiff and the Class were unable to determine from the wage statements whether they had received full and proper compensation for all hours worked, including overtime compensation owed for hours worked in excess of eight (8) hours per day.

65. Plaintiff and the Class request recovery of Labor Code § 226(e) penalties of fifty dollars ($50) for the initial pay period in which a violation occurred and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000) per employee, according to proof, as well as interest, reasonable attorneys' fees and costs pursuant to Labor Code § 226(e), and all other damages, attorneys' fees, costs, expenses and interest permitted by statute.

66. WHEREFORE, Plaintiff requests relief as hereinafter provided.

THIRD CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON SEPARATION OF EMPLOYMENT IN VIOLATION OF CAL. LABOR CODE §§ 201-203

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

67. Plaintiff repeats and re-alleges the allegations set forth above and incorporates the same by reference as though fully set forth herein.

68. Labor Code § 201 provides, in relevant part, "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

69. Labor Code § 202 provides, in relevant part, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

70. Pursuant to Labor Code §§ 201 and 202, upon Class members' separations from employment with Defendants, whether by discharge or voluntary quit, Defendants were required to timely pay all earned wages due, including all unpaid overtime wages.

71. Defendants failed to timely pay separated Class members all wages due at the time of separation. Specifically, Defendants failed to pay separated Class members all unpaid overtime wages owed. These wages remained unpaid even after separation from employment.

72. As a result of Defendants' willful failure to timely pay all final wages due, the separated Class Members are entitled to waiting time penalties under Labor Code § 203 in an amount equal to their daily rate of pay for each day the wages remain unpaid, up to a maximum of thirty (30) days.

73. WHEREFORE, Plaintiff requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION

VIOLATIONS OF CAL. B&P CODE §§ 17200, ET SEQ.

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

74. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein, the allegations contained in all preceding paragraphs.

75. Section 17200 of the California Business and Professions Code prohibits any unlawful, unfair or fraudulent business act or practice.

76. Defendants' conduct as described herein constitutes "unlawful" practices within the meaning of Business and Professions Code § 17200 because it violates California Labor Code sections 511, 510, 200, 226, 226.7, 512, 201, 202, 203, 558, 1194, 1194.2, 1197, and 1198, and Industrial Welfare Commission Wage Order No. 4, as alleged in the preceding causes of action, including but not limited to: (a) implementing an invalid alternative workweek schedule; (b) failing to pay overtime

wages for hours worked in excess of eight (8) hours per day; (c) failing to provide accurate itemized wage statements; and (d) failing to pay all final wages due upon separation of employment.

77. Defendants' conduct as described herein constitutes "unfair" practices within the meaning of Business and Professions Code § 17200 because the harm to Plaintiff and the Class from being wrongfully denied lawfully earned wages outweighs any utility, if any, of Defendants' policies and practices.

78. Defendants' conduct described herein threatens an incipient violation of California's wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly threatens or harms competition.

79. Defendants' practices described herein give Defendants an unfair competitive advantage over their competitors who comply with California labor laws, including laws requiring payment of proper overtime wages, provision of meal and rest periods, and accurate wage statements.

80. Plaintiff and the Class have suffered and continue to suffer injury in fact and monetary damages as a result of Defendants' unlawful and unfair conduct. Defendants' actions have damaged Plaintiff and the Class by denying them wages due and payable, and by failing to provide proper wage statements. Defendants' actions are thus substantially injurious to Plaintiff and the Class, causing them injury in fact and loss of money.

81. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies due to Plaintiff and the Class.

82. The amount of wages due Plaintiff and the Class can be readily determined from Defendants' records. Plaintiff and the Class are entitled to restitution of monies obtained by Defendants during the last four years as a result of Defendants' unlawful and unfair conduct.

83. Defendants' course of conduct, acts, and practices in violation of California law as mentioned in each cause of action above constitutes a separate and independent violation of Business and Professions Code § 17200 et seq.

84. As a result of Defendants' conduct described herein, Plaintiff and the Class are entitled to equitable relief including restitution, disgorgement, declaratory relief, and accounting.

85. WHEREFORE, Plaintiff requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 2698, ET SEQ. ("PAGA")

(BY PLAINTIFF AS PAGA REPRESENTATIVE AGAINST ALL DEFENDANTS)

86. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein, the allegations contained in all preceding paragraphs.

87. On February 27, 2026, Plaintiff filed a notice with the Labor Workforce and Development Agency ("LWDA") at their website pursuant to the Private Attorney General Act, California Labor Code §§ 2698, et seq. ("PAGA") regarding Defendants. This notice was also sent to the Defendants that same day via certified mail. PAGA permits Plaintiffs to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. More than 65 days have elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice.

88. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code described in this Complaint.

89. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code including, but not limited to, the following:

a. Defendants violated Industrial Welfare Commission Order No. 4 and Labor Code §§ 200, 226, 226.7, 500, 510, 511, 1197, 1194, and 1198 by failing to pay Plaintiff and similarly aggrieved employees for all hours worked including overtime;

b. Defendants violated Labor Code § 226 by failing to provide Plaintiff and similarly aggrieved employees with accurate and compliant itemized wage statements;

c. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final wages due, including, but not limited unpaid wages due to Plaintiff and similarly aggrieved employees upon their separation of employment.

90. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf

of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee." Labor Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

91. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiffs' rights by violating various sections of the California Labor Code as set forth above. As set forth above, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable order of the IWC. Accordingly, Plaintiff seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees.

92. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the State of California against Defendant, in addition to other remedies, for violations of California Labor Code sections 200, 201, 202, 203, 226, 226.7, 510, 511, 558, 1194, 1194.2, 1197, 1197.1, and 1198.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For certification of the Class, and for appointment of Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;

2. For nominal damages;

3. For compensatory damages;

4. For equitable relief in the nature of declaratory relief, restitution of all monies due to Plaintiff and the Class, disgorgement of profits from the unlawful business practices of Defendants, and accounting;

5. For penalties permitted by Labor Code §§ 200, 201, 202, 203, 226, 226.7, 510, 511, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 et seq. and all other applicable sections;

8. For interest accrued to date;

10. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226, 1194, and 2698;

11. For reasonable attorneys' fees pursuant to Labor Code §§ 218.5, 226, 226.7, 1194, and 2698; and

12. For all such other and further relief that the Court may deem just and proper.

DATED: May 15, 2026

LOYR, APC



By:_____
Young W. Ryu, Esq.
Zachariah E. Moura, Esq.
Kee Seok Mah, Esq.
Harley M. Phleger, Esq.
Guanchen Liu, Esq.
Attorneys for Plaintiff
ANN CAVANAUGH

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for themselves on all claims so triable.

DATED: May 15, 2026

LOYR, APC

By: 

Young W. Ryu, Esq.
Zachariah E. Moura, Esq.
Kee Seok Mah, Esq.
Harley M. Phleger, Esq.
Guanchen Liu, Esq.
Attorneys for Plaintiff
ANN CAVANAUGH