

**SUPREME COURT OF THE STATE OF NEW YORK
QUEENS COUNTY**

**HUI X. RUAN, JIAN R. XIAO, MEI Z. XIAO, and BI
Y. ZHENG,**

Plaintiffs,

v.

**BARBARA WANG, 40 ROAD T7E LLC, QUEENS
11N LLC, BARBARA WANG, IN HER CAPACITY
AS TRUSTEE FOR THE BARBARA WANG LIVING
TRUST, and JIAN PENG, IN HIS CAPACITY AS
TRUSTEE FOR THE BARBARA WANG LIVING
TRUST,**

Defendants.

AMENDED COMPLAINT

Index No. 70993/2026

Plaintiffs Hui X. Ruan, Jian R. Xiao, Mei Z. Xiao, and Bi Y. Zheng (collectively, “Plaintiffs”), by their attorneys, allege as follows:

PRELIMINARY STATEMENT

1. Plaintiffs are all home care aides who provided 24-hour, “live-in” services to elderly, vulnerable, and disabled Medicaid recipients while employed by GreatCare, Inc. (“GreatCare”), a licensed home-care services agency that was under the control and direction of Defendant Barbara Wang.

2. GreatCare and Defendant Wang required the Plaintiffs to work 24-hour shifts, but then only paid them for 13 hours, in violation of the New York Labor Law (“NYLL”) as set forth by the Court of Appeals in *Andryeyeva v. New York Health Care, Inc.*, 33 N.Y.3d 152, 182 (2019).

3. On October 1, 2024, Plaintiffs, together with other home care aides who had also been employed by GreatCare, commenced an action, *Li, et al. v. GreatCare, Inc., et al.*, No. 24-cv-7401 (LTS) (KHP), in the United States District Court for the Southern District of New York (the “Federal Action”). The Plaintiffs’ complaint in the Federal Action alleges violations of the Fair Labor Standards Act (“FLSA”), NYLL, and Home Care Worker Wage Parity Act (“Wage Parity Act”), Pub. Health Law § 3614-c, arising from the Federal Action defendants’ practice of paying for only 13 hours of every 24-hour shift worked. The complaint was subsequently amended on August 18, 2025.

4. The federal court complaint names three defendants, GreatCare, Inc., CenterLight Healthcare, Inc., and Senior Whole Health of New York, Inc., who are alleged to have jointly employed the aides at various time periods. The complaint did not name Barbara Wang as an individual defendant.

5. However, in January 2026, facts that had not been previously disclosed revealed that Barbara Wang had near-total control over all of GreatCare’s operations, including those decisions affecting the terms and conditions of the aides’ employment.

6. Although the aides in the federal court action did not become aware of Barbara Wang’s role at GreatCare until January 2026, Barbara Wang was clearly aware of the risk that she might be found personally liable for the aides’ claims.

7. Therefore, in an attempt to render herself judgment-proof, exactly one month after the Federal Court complaint was served on GreatCare, Defendant Wang and Defendant Jian Peng transferred their ownership of a residential property in Dix Hills, NY to Barbara Wang Living Trust, a trust for which Barbara Wang and Jian Peng were the trustees. No consideration

was provided by the trust to Defendants Wang and Peng even though the property had a fair market value of approximately \$2 million.

8. Then in the summer and fall of 2025, Defendant Wang transferred her ownership of three residential properties located in Flushing, NY to limited-liability companies for which she was the Managing Member at the time of the transfers and which were each registered to her home address in Dix Hills, NY.

9. Although the three properties have a collective value of at least \$2.3 million, Defendant Wang transferred the three properties for \$0.

10. Since then, one of the Queens properties has been listed for sale with an asking price of \$1.3 million.

11. Plaintiffs therefore commence this action to hold Defendant Wang individually liable as an employer under the NYLL for Plaintiffs' unpaid wages, overtime, spread of hours pay, and Wage Parity Act damages. Plaintiffs also assert claims under the N.Y. Debtor and Creditor Law against Defendant Wang as the transferor, and against Defendants Wang and Peng as trustees for the Barbara Wang Living Trust, and against the two Limited Liability Companies that received the three Queens properties: Queens 11N LLC and 40 Road T7E LLC.

JURISDICTION AND VENUE

12. The Court has subject matter jurisdiction over the causes of action set forth in this Verified Complaint.

13. Plaintiffs bring causes of action based solely on and arising under New York law, including the NYLL, the Wage Parity Act, the N.Y. Debtor and Creditor Law, and common law principles of contract and unjust enrichment.

14. Defendant Barbara Wang is subject to personal jurisdiction because she is domiciled in the State of New York.

15. Defendant Jian Peng is subject to personal jurisdiction because he is domiciled in the State of New York.

16. Defendant 40 Road T7E LLC is a Limited Liability Company formed and existing under the laws of New York, has conducted significant business in New York, and is subject to personal jurisdiction.

17. Defendant Queens 11N LLC is a Limited Liability Company formed and existing under the laws of New York, has conducted significant business in New York, and is subject to personal jurisdiction.

18. Venue is proper pursuant to CPLR §§ 503(a) and 507 because at least one of the parties resides in Queens County, the voidable transactions giving rise to the claims in this action took place in Queens County, and the properties that are the subject of the voidable transactions are located in Queens County, NY.

PARTIES

19. Plaintiff Hui X. Ruan is a 72-year-old woman who resides in Staten Island, New York. Ms. Ruan was employed by GreatCare and Defendant Barbara Wang from approximately March 29, 2015 until September 2, 2023 as a home care aide providing in-home personal care services.

20. Plaintiff Jian R. Xiao is a 56-year-old woman who resides in Queens, New York. Ms. Xiao was employed by GreatCare and Defendant Barbara Wang from approximately November 10, 2020 until approximately August 20, 2023.

21. Plaintiff Mei Z. Xiao is a 65-year-old woman who resides in New York, New York. Ms. Xiao was employed by GreatCare and Defendant Barbara Wang from approximately May 2, 2018 to approximately August 18, 2023 as a home care aide providing in-home personal care services.

22. Plaintiff Bi Y. Zheng is a 54-year-old woman who resides in New York, New York. Ms. Zheng was employed by GreatCare and Defendant Barbara Wang from approximately October 18, 2018 to approximately August 20, 2021 as a home care aide providing in-home personal care services.

23. Defendant Barbara Wang is the majority owner and operator of GreatCare, Inc., a New York corporation that specializes in providing in-home care personal care services to care recipients, also referred to as members, across the greater New York area. At all relevant times, Defendant Wang was Plaintiffs' employer.

24. Defendant Wang is also sued as a trustee and representative of the Barbara Wang Living Trust.

25. Defendant Jian Peng is a trustee and representative of the Barbara Wang Living Trust.

26. Defendant 40 Road T7E LLC is a Domestic Limited Liability Company formed and existing under the laws of New York, with a NY Department of State Service of Process address at 126 Elmwood Drive, Dix Hills, NY 11746.

27. At all relevant times, Defendant Wang was the Managing Member of 40 Road T7E LLC.

28. Defendant Queens 11N LLC is a Domestic Limited Liability Company formed and existing under the laws of New York, with a NY Department of State Service of Process address at 126 Elmwood Drive, Dix Hills, NY 11746.

29. At all relevant times, Defendant Wang was the Managing Member of Queens 11N LLC.

STATEMENT OF FACTS

Working Conditions of Hui X. Ruan

30. Plaintiff Hui X. Ruan was employed by GreatCare and Defendant Barbara Wang from approximately March 2015 until approximately September 2023.

31. From approximately June 2019 until approximately January 2022, Ms. Ruan provided 24-hour care services to Ms. C.¹, an elderly woman who lived in Manhattan, New York during the time that Plaintiff Ruan provided care.

32. During this period, Ms. Ruan worked two consecutive 24-hour shifts per week.

33. Ms. C. suffered from dementia and experienced hallucinations and delusions. Her formal care plan required that she receive supervision at all times to protect her health and safety. Ms. C. was unable to move and ambulate independently. Ms. C. also required total assistance with all activities of daily living, including eating and toileting.

34. Ms. C. lived in a studio apartment, and Ms. Ruan was provided with only a sofa on which to sleep.

¹ The full names of the people that the Plaintiffs cared for are not used here due to the need to describe some of their health conditions.

35. While providing 24-hour care services to Ms. C., Ms. Ruan did not receive 8 hours of sleep per 24-hour shift and Ms. Ruan did not receive five continuous, uninterrupted hours of sleep per 24-hour shift.

36. While providing 24-hour care services to Ms. C., Ms. Ruan did not receive three full hours of completely duty-free meal breaks.

37. Though all 24-hours of Ms. Ruan's shifts were compensable, while providing care services to Ms. C., Ms. Ruan was not paid for more than 13 hours when she worked a "live-in" shift; Ms. Ruan received no compensation for 11 hours of each 24-hour shift.

38. Ms. Ruan did not receive wage notices or complete and accurate pay statements while she was employed by GreatCare and Defendant Wang. As a result, Ms. Ruan was not aware of how much she was being paid, what her hourly rate of pay was, whether she was receiving overtime wages, and what allowances or deductions GreatCare and Defendant Wang were claiming.

39. As a result of GreatCare's and Defendant Wang's failures to provide Ms. Ruan with the notices and statements required by Section 195 of the NYLL, Ms. Ruan did not become aware that GreatCare and Defendant Wang were violating her rights to receive the minimum wage and overtime for all 24-hours of the shifts she worked until approximately 2022.

40. Throughout the time she was employed by GreatCare and Defendant Wang, Ms. Ruan did not receive "spread of hours" pay though she worked a spread of more than ten hours per shift.

41. Throughout the time she was employed by GreatCare and Defendant Wang to work 24-hour, "live-in" shifts, Ms. Ruan was paid less than the statutory minimum wage.

42. Throughout the time she was employed by GreatCare and Defendant Wang, Ms. Ruan was paid less than the total hourly compensation required by the Wage Parity Act.

Working Conditions of Jian R. Xiao, Mei Z. Xiao, and Bi Y. Zheng

43. Plaintiffs Jian R. Xiao, Mei Z. Xiao, and Bi Y. Zheng were employed by GreatCare and Defendant Wang to work as a care team, providing care services to Ms. Y., an elderly woman who lived in Manhattan, New York during the time that Plaintiffs provided care.

44. Ms. Jian R. Xiao first started providing care services to Ms. Y. three consecutive 24-hour shifts per week in November 2020.

45. Ms. Mei Z. Xiao first started providing care services to Ms. Y. three consecutive 24-hour shifts per week in May 2018. Ms. Mei Z. Xiao took an approximately one-year leave of absence from work between May 2022 to May 2023.

46. Ms. Zheng provided care services to Ms. Y. from October 2018 to August 2021 during which time she worked three consecutive 24-hour shifts per week.

47. Throughout the time that Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng provided services to Ms. Y., Ms. Y. required toileting assistance approximately 5 to 7 times per night. Ms. Y. also suffered pains and cramps during the night, requiring Plaintiffs to massage her or assist her with medication.

48. A second bed was placed next to Ms. Y.'s bed for Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng to use to rest. Plaintiffs' bed and Ms. Y.'s bed were separated by just Ms. Y.'s bedside commode.

49. While providing care services to Ms. Y., Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng did not obtain eight hours of sleep per 24-hour shift. Plaintiffs also did not obtain five hours of continuous, uninterrupted sleep per 24-hour shift.

50. While providing care services to Ms. Y., Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng did not receive three hours of completely duty-free meal breaks per 24-hour shift.

51. Twice, prior to February 2019, Ms. Mei Z. Xiao went to GreatCare's headquarters on 34th Street to report to a coordinator that she was unable to sleep at night because of Ms. Y.'s frequent toileting needs. Ms. Xiao stated her belief that the taxing nature of the work was affecting her health and requested that she be assigned to a different care recipient.

52. GreatCare's coordinator, at the direction of Defendant Wang, refused to reassign Ms. Y. Instead, the coordinator responded, "That's what doing this work is like. That's what caring for old people is like."

53. In February 2019, Ms. Mei Z. Xiao collapsed from cardiac arrest and received emergency bypass surgery. Ms. Mei Z. Xiao's doctor attributed her dangerously poor health to her inability to obtain sleep at night.

54. Ms. Mei Z. Xiao took approximately one to two months off to recuperate. During this time, she again requested that she be assigned to a different care recipient. Ms. Xiao was again refused. Ms. Mei Z. Xiao was told that she should get another job if she did not want to continue providing care services to Ms. Y.

55. Unable to endure any additional loss of income, after her period of recuperation, Ms. Mei Z. Xiao returned to work. However, in May 2022, Ms. Mei Z. Xiao suffered another cardiac incident that required a second emergency bypass surgery.

56. After Ms. Mei Z. Xiao recuperated for approximately one year, and in or about May 2023, she returned to work for GreatCare providing care services to Ms. Y.

57. Though all 24-hours of Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng's shifts are compensable, while providing care services to Ms. Y., they were not paid for more than 13

hours when they worked a “live-in” shift; Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng received no compensation for 11 hours of each 24-hour shift.

58. At the end of each 24-hour shift, Plaintiffs were required to dial-in activity codes by phone. The codes Plaintiffs dialed-in were assigned to them by GreatCare, under Defendant Wang’s direction, and did not include codes for reporting night work, inadequate sleep, or inadequate meal breaks.

59. During the time that Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng were employed by GreatCare, GreatCare supervisors, under Defendant Wang’s direction, often required Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng to sign or check documents that were in English and that they did not understand and for which no explanation was provided.

60. GreatCare and Defendant Wang did not inform Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng that they had a right to be paid for all hours of a 24-hour shift if they did not receive adequate sleep or meal breaks.

61. Ms. Jian R. Xiao did not receive wage notices or complete and accurate pay statements while she was employed by GreatCare and Defendant Wang. Ms. Xiao M. Zheng and Ms. Zheng did not receive wage notices or pay statements while they were employed by GreatCare and Defendant Wang. As a result, Plaintiffs were not aware of how much they were being paid, what their hourly rate of pay was, whether they were receiving overtime wages, and what allowances or deductions GreatCare and Defendant Wang were claiming.

62. As a result of GreatCare’s failures to provide Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng with the notices and statements required by Section 195 of the NYLL, Plaintiffs did not become aware that GreatCare and Defendant Wang were violating their rights to receive

the minimum wage and overtime for all 24-hours of the shifts worked until approximately 2022 or 2023.

63. Throughout the time they were employed by GreatCare and Defendant Wang, Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng never received overtime pay when they worked more than forty hours per week.

64. Throughout the time they were employed by GreatCare, Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng never received “spread of hours” pay when they worked a spread of more than ten hours per shift.

65. Throughout the time they were employed by GreatCare, Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng were paid less than the statutory minimum wage and less than the total hourly compensation required by the Wage Parity Act.

66. Ms. Jian R. Xiao, Ms. Mei Z. Xiao, and Ms. Zheng each filed complaints with the New York State Department of Labor (“NYS DOL”) regarding GreatCare’s NYLL violations: Ms. Jian R. Xiao and Ms. Mei Z. Xiao filed their complaints on or about May 18, 2023; Ms. Zheng filed her complaint on or about November 21, 2022.

67. In July 2023, a person believed to be Defendant Wang called Ms. Jian R. Xiao. Defendant Wang said to Ms. Jian R. Xiao, “Do we owe you money? You are sleeping and you want to get paid? You’re fired! Don’t come back to work tomorrow!”

68. That same day, a person believed to be Defendant Wang called Ms. Y.’s daughter and told the daughter that she was giving Ms. Y. one month to switch to a different home care services provider.

69. As a result, Ms. Jian R. Xiao and Ms. Mei Z. Xiao continued to work their usual weekly schedules for GreatCare until August 2023, when Ms. Y. moved to non-defendant Queens Homecare Agency.

Operational Control of Defendant Barbara Wang

70. Throughout the period of Plaintiffs' employment, Defendant Barbara Wang was the Vice-President of GreatCare and controlled and oversaw every aspect of its operation.

71. Throughout the period of Plaintiffs' employment, Defendant Wang had ultimate decision-making authority and control over all aspects of GreatCare's operations and business. During that period, no other GreatCare employee had more control over GreatCare's operations and business than Defendant Wang.

72. In addition to home care aides, GreatCare also employs office staff, including coordinators and human resources staff. Throughout the period of Plaintiffs' employment, Defendant Wang directly supervised all office staff.

73. Most of Plaintiffs' interactions with GreatCare were with GreatCare's coordinators, who assigned Plaintiffs to specific care recipients. However, Plaintiffs were also directed to call the office whenever issues arose with their care recipients during business hours. Plaintiffs would receive direction on how to resolve those issues from any member of the office staff under the direct supervision of Defendant Wang.

74. Whenever issues arose with their care recipients outside of business hours, Plaintiffs were directed to call Defendant Wang's personal cell phone. Plaintiffs would receive direction on how to resolve those issues directly by Defendant Wang.

75. Defendant Wang was responsible for the decisions at GreatCare that resulted in Plaintiffs being paid for only 13 hours per every 24-hour shift worked at rates that fell below the statutory minimum wage.

76. Defendant Wang was responsible for the decisions at GreatCare that resulted in Plaintiffs being deprived of their overtime wages, spread of hours pay, and Wage Parity Act benefits.

77. Defendant Wang was responsible for the decisions at GreatCare that resulted in Plaintiffs receiving no, or inaccurate, notice of wage statements and paystubs.

78. Additionally, Defendant Wang was the sole person at GreatCare responsible for negotiating rates of reimbursement with the managed long-term care companies GreatCare contracted with, which had direct influence over Plaintiffs' rates of pay and wage benefits.

79. Defendant Wang had the power to hire employees of GreatCare and exercised that authority.

80. Defendant Wang had the power to determine compensation for Plaintiffs and exercised that authority.

81. Defendant Wang had the power to maintain Plaintiffs' employment records and exercised that authority.

82. Defendant Wang had the power to supervise Plaintiffs and exercised that authority.

83. Defendant Wang was the sole person at GreatCare who had the power to fire GreatCare's employees, including GreatCare's home care aides.

Defendant Barbara Wang's Transfer of Assets

84. On October 1, 2024, Plaintiffs, along with 10 other home care aides formerly employed by GreatCare, initiated the Federal Action. In their complaint, the federal court

plaintiffs alleged that they were jointly employed by GreatCare and managed long-term care companies (“MLTCs”) under contract with the New York State Department of Health to provide long-term care services to the federal court plaintiffs’ care recipients.

85. The Federal Action Complaint was served on GreatCare on or about October 21, 2024. Upon information and belief, Barbara Wang became aware of the Federal Action at that time or shortly thereafter.

86. The federal court plaintiffs did not name Barbara Wang as a defendant in the Complaint because they did not have sufficient information at that time to allege that Barbara Wang was an “employer” within the meaning of the NYLL or Fair Labor Standards Act.

First Voidable Transaction: Transfer of Property Located at 126 Elmwood Drive, Dix Hills, NY 11746 (Suffolk County District 0400; Section 243.00, Block 05.00, Lot 067.000)

87. On November 21, 2024, Defendants Wang and Peng executed an indenture between themselves as transferors, and the Barbara Wang Living Trust, as transferee (the “126 Elmwood Drive Indenture”). The 126 Elmwood Drive Indenture stated that Defendants Wang and Peng transferred their ownership of the property located at 126 Elmwood Drive, Dix Hills, NY 11746 (Suffolk County District 0400; Section 243.00, Block 05.00, Lot 067.000) (the “126 Elmwood Drive Property”) to the Barbara Wang Living Trust.

88. The 126 Elmwood Drive Indenture further states that Defendants Wang and Peng were trustees of the Barbara Wang Living Trust, and that the Barbara Wang Living Trust had an address of 126 Elmwood Drive, Dix Hills, NY 11746.

89. The 126 Elmwood Drive Indenture was recorded with the Clerk of Suffolk County on or about December 12, 2024. The documents recorded with the Clerk of Suffolk County state that the consideration provided by the transferee for the 126 Elmwood Drive Property was \$0.

The Limited Liability Companies

90. In the Summer and Fall of 2025, Defendant Wang, through her control of GreatCare, took a series of actions to delay disclosing information in the Federal Action that may have led to her being named as a Defendant. She used those delays to transfer three additional properties.

91. Due to the vertical nature of the joint employment relationship between GreatCare and the MLTCs, many of the federal court plaintiffs did not know the identity of their MLTC-joint-employer. Therefore, GreatCare was ordered by the federal magistrate judge overseeing the federal court action to provide the federal court plaintiffs information sufficient to identify their putative joint employer. However, GreatCare refused to comply with the federal magistrate judge's order, and the federal court plaintiffs were forced to employ third-party subpoenas to identify the specific MLTCs implicated by their federal court complaint.

92. On July 24, 2025, Magistrate Judge Katharine Parker ordered the federal court plaintiffs to amend their complaint to join the newly identified MLTC employers by August 25, 2025.

93. On August 18, 2025, the federal court plaintiffs amended their complaint, adding a previously unnamed MLTC defendant to the action.

94. On August 29, 2025, the federal court plaintiffs noticed the deposition of Barbara Wang (who was designated as GreatCare's corporate representative) for October 22, 2025. However, GreatCare's counsel was completely unresponsive, despite multiple attempts by the federal court plaintiffs to reach counsel and also seek the intervention of Magistrate Judge Parker. It was not until November 19, 2025 that counsel for GreatCare proposed that Barbara Wang's depositions be scheduled for January 23 and January 28, 2026. Barbara Wang's first deposition eventually took place on January 7, 2026.

95. Defendant Wang used these discovery delays as the opportunity to fraudulently convey three real properties located in Flushing, NY. First, Defendant Wang created two New York Limited Liability Companies, and then she subsequently transferred to those LLC's the three properties that she owned either as sole owner or joint owner. All of the transfers were for zero dollars.

96. Upon information and belief, on or about July 30, 2025, Defendant Wang filed or caused to be filed documents with the New York Department of State to create the Limited Liability Company 40 Road T7E LLC. According to the New York Department of State, 40 Road T7E LLC's creation was effective on that date.

97. The address on record with the New York Department of State for service of process on the Secretary of State as agent for 40 Road T7E LLC is 126 Elmwood Drive, Dix Hills, NY 11746. Upon information and belief, Defendant Wang owns the real property located at 126 Elmwood Drive, Dix Hills, NY 11746.

98. Defendant Wang has at all relevant times been the Managing Member of 40 Road T7E LLC.

99. Upon information and belief, on or about July 30, 2025, Defendant Wang filed or caused to be filed documents with the New York Department of State to create Queens 11N LLC. According to the New York Department of State, Queens 11N LLC's creation was effective on that date.

100. The address on record with the New York Department of State for service of process on the Secretary of State as agent for Queens 11N LLC is 126 Elmwood Drive, Dix Hills, NY 11746. Upon information and belief, Defendant Wang owns the real property located at 126 Elmwood Drive, Dix Hills, NY 11746.

101. Defendant Wang has at all relevant times been the Managing Member of Queens 11N LLC.

Second Voidable Transaction: 131-01 40th Road, Unit 11N, Flushing, NY 11354 (Block 5066, Lot 3061)

102. By deed dated February 13, 2018, and duly recorded and filed with the City Register of the City of New York on or about February 27, 2018, Defendant Wang purchased a condominium located at 131-01 40th Road, Unit 11N, Flushing, NY 11354. The property is also recorded as Block 5066, Lot 3061 and referred to herein as “The 131-01 40th Road Property.” According to the deed, Defendants Wang and Jian Peng purchased the 131-01 40th Road Property as Tenants by the Entirety.

103. According to the Real Property Transfer Report recorded with the City of New York, the full sale price paid by Defendants Wang and Jian Peng was \$1,286,292.

104. By deed dated August 19, 2025, and duly recorded and filed with the City Register of the City of New York on or about November 5, 2025, identified as Doc. ID No. 2025110500309001, Defendants Wang and Peng transferred full ownership of the 131-01 40th Road Property to Queens 11N LLC. According to the Real Property Transfer Report recorded with the City of New York, the full sale price paid by Defendant Queens 11N LLC was “\$0.”

105. At the time that the 131-01 40th Road Property was transferred to Queens 11N LLC it had significant monetary value. In March, 2026, the property was listed for sale at a price of \$1,333,000.

106. On the document recorded with the City Register of the City of New York, Doc. ID No. 2025110500309001, both the address listed for the sellers (Defendants Wang and Peng) and the buyer (Queens 11N LLC) are listed as 126 Elmwood Drive, Dix Hills, NY 11746.

107. On the deed recorded with the City Register of the City of New York, Defendant Barbara Wang signed as both a seller and as the Managing Member of Queens 11N LLC.

108. Notably, the deed is dated August 19, 2025, which was six days before the federal court deadline for Plaintiffs to file their amended complaint.

Third Voidable Transaction: 131-05 40th Road, Unit 10T, Flushing, NY 11354 (Block 5066, Lot 1749)

109. By deed dated December 21, 2016, and duly recorded and filed with the City Register of the City of New York on or about January 4, 2017, Defendant Wang purchased a condominium located at 131-05 40th Road, Unit 10T, Flushing, NY 11354. The property is also recorded as Block 5066, Lot 1749 and referred to herein as “The 131-05 40th Road Property.”

110. According to the Real Property Transfer Report recorded with the City of New York, the full sale price paid by Defendant Wang was \$497,608.

111. By deed dated August 19, 2025, and duly recorded and filed with the City Register of the City of New York on or about November 5, 2025, identified as Doc. ID No. 2025110500294001, Defendant Wang transferred full ownership of the 131-05 40th Road Property to 40 Road T7E LLC. According to the Real Property Transfer Report recorded with the City of New York, the full sale price paid by Defendant 40 Road T7E LLC was “\$0.”

112. At the time that the 131-05 40th Road Property was transferred to 40 Road T7E LLC it had significant monetary value. In March, 2026, the property was valued by Zillow at \$591,600.

113. On the document recorded with the City Register of the City of New York, Doc. ID No. 2025110500294001, both the address listed for the seller (Defendant Wang) and the buyer (40 Road T7E LLC) are listed as 126 Elmwood Drive, Dix Hills, NY 11746.

114. On the deed recorded with the City Register of the City of New York, Defendant Barbara Wang signed as both the seller and as the Managing Member of 40 Road T7E LLC.

115. Notably, the deed is dated August 19, 2025, which was six days before the federal court deadline for Plaintiffs to file their amended complaint.

Fourth Voidable Transaction: 39-16 Prince Street, Unit 7E, Flushing, NY 11354 (Block 4973, Lot 1064)

116. By deed dated December 9, 2014, and duly recorded and filed with the City Register of the City of New York on or about December 16, 2014, Defendants Wang and Jian Peng purchased a condominium located at 39-16 Prince Street, Unit 7E, Flushing, NY 11354. The property is also recorded as Block 4973, Lot 1064 and referred to herein as “The 39-16 Prince Street Property.” The deed states that the buyers were: “Jian Peng & Barbara Wang, Husband & Wife.”

117. According to the Real Property Transfer Report recorded with the City of New York, the full sale price paid by Defendants Wang and Peng was \$511,161.

118. By deed dated November 25, 2025, and duly recorded and filed with the City Register of the City of New York on or about December 3, 2025, identified as Doc. ID No. 2025120300099001, Defendants Wang and Peng transferred full ownership of the 39-16 Prince Street Property to 40 Road T7E LLC. According to the Real Property Transfer Report recorded with the City of New York, the full sale price paid by Defendant 40 Road T7E LLC was “\$0.”

119. At the time that the 39-16 Prince Street Property was transferred to 40 Road T7E LLC it had significant monetary value. In March, 2026, the property was valued by Zillow at \$499,300.

120. On the document recorded with the City Register of the City of New York, Doc. ID No. 2025120300099001, both the address listed for the sellers (Defendants Wang and Peng) and the buyer (40 Road T7E LLC) are listed as 126 Elmwood Drive, Dix Hills, NY 11746.

121. On the Customer Registration Form for Sewer and Water Billing for the 39-16 Prince Street Property, Defendant Wang signed as “Member” of 40 Road T7E LLC.

CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

For Failure to Pay Minimum Wage Under the New York Labor Law

122. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

123. At all times relevant to this action, Plaintiffs were employees within the meaning of the NYLL, including but not limited to NYLL §§ 2 and 651.

124. NYLL requires that employers pay their employees specified minimum hourly wages. NYLL § 652.

125. Defendant Wang failed to pay Plaintiffs at the applicable legal minimum hourly wage, in violation of NYLL § 652 and supporting regulations and orders of the NYSDOL.

126. Due to Defendant Wang’s NYLL violations, Plaintiffs are entitled to recover from Defendant Plaintiffs’ unpaid minimum wages and liquidated damages, as well as reasonable attorneys’ fees, costs associated with this action, and interest.

SECOND CAUSE OF ACTION

For Failure to Pay Overtime Wages Under the New York Labor Law

127. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

128. At all times relevant to this action, Plaintiffs were employed by Defendant Wang within the meaning of the NYLL, including but not limited to NYLL §§ 2 and 651.

129. Since January 1, 2015, home care aides, including those providing personal care services, employed by third-party agencies or employers must be paid overtime compensation at an hourly rate of 150% the minimum wage or regular rate of pay, whichever is greater, for all hours worked in excess of 40 per week. NYLL § 652; 12 N.Y.C.R.R. §§ 142-2.2, 142-3.2; 29 C.F.R. § 551.109(a).

130. Defendant Wang failed to pay Plaintiffs overtime wages at an hourly rate of 150% of at least the minimum wage for each hour worked in excess of 40 per week, in violation of NYLL § 652 and 12 N.Y.C.R.R. §§ 142-2.2 and 142-3.2.

131. Due to Defendant Wang's NYLL violations, Plaintiffs are entitled to recover from Defendant Plaintiffs' unpaid overtime wages and liquidated damages, as well as reasonable attorneys' fees, costs associated with this action, and interest.

THIRD CAUSE OF ACTION
For Failure to Pay Spread of Hours Under the New York Labor Law

132. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

133. Plaintiffs were employed by Defendant Wang within the meaning of the NYLL, including but not limited to NYLL §§ 2 and 651.

134. Employees are entitled to receive one hour's pay at the basic minimum wage rate for any day in which the spread of hours exceeds 10 hours. 12 N.Y.C.R.R. §§ 142-2.4, 142-3.4.

135. Defendant Wang failed to pay Plaintiffs spread of hours pay each day Plaintiffs worked a spread in excess of 10 hours.

136. Due to Defendant Wang's NYLL violations, Plaintiffs are entitled to recover from Defendant Plaintiffs' unpaid spread of hours pay and liquidated damages, as well as reasonable attorneys' fees, costs associated with this action, and interest.

FOURTH CAUSE OF ACTION
For Failure to Comply with Notice Requirements (Plaintiff Jian R. Xiao)

137. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

138. Defendant Wang failed to comply with NYLL § 195, which sets out notice and recordkeeping requirements governing employers in the State of New York, and 12 N.Y.C.R.R. §§ 142-2.6 and 142-3.6 governing the records that Defendant Wang is required to maintain and preserve.

139. Defendant Wang failed to provide Plaintiff Jian R. Xiao with wages notices in English and/or their primary language setting forth Plaintiff's rate of pay, the basis for determining that rate, and any allowances claimed against Defendant Wang's minimum wage obligations, in violation of NYLL § 195(1)(a).

140. Due to these violations, Plaintiff Jian R. Xiao is entitled to recover from Defendant Wang \$50 for each workday that the violations occurred, up to a total of \$5,000, together with costs and reasonable attorneys' fees, and any other relief that this Court deems necessary and appropriate. NYLL § 198(1-b).

FIFTH CAUSE OF ACTION
For Failure to Comply with Wage Statement Requirements

141. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

142. Defendant Wang failed to provide Plaintiffs with detailed and accurate wage statements with each payment of wages, in violation of NYLL § 195(3).

143. Due to these violations, Plaintiffs are entitled to recover from Defendant Wang \$250 for each workday that the violations occurred, up to a total of \$5,000 per Plaintiffs, together with costs and reasonable attorneys' fees, and any other relief that this Court deems necessary and appropriate. NYLL § 198(1-d).

SIXTH CAUSE OF ACTION
For Breach of Contract and Unjust Enrichment for Failure to Pay Wages as Required by
the New York Home Care Worker
Wage Parity Act

144. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

145. Pursuant to the New York Home Care Worker Wage Parity Act ("Wage Parity Act"), N.Y. Pub. Health Law § 3614-c, and state contractual obligations, Defendant Wang was required to certify and did certify that GreatCare, at her direction, paid Plaintiffs wages and/or wage supplements as specified by the Act.

146. The agreements to pay Plaintiffs as required by the Wage Parity Act were made for the benefit of Plaintiffs.

147. By failing to pay Plaintiffs for each hour worked, Defendant Wang breached her obligation to pay Plaintiffs all wages they were due as required by the Wage Parity Act and cause injury to Plaintiffs.

148. Plaintiffs, as third-party beneficiaries of GreatCare and Defendant Wang's contracts to pay wages as required by the Wage Parity Act, are entitled to relief for this breach of contractual obligation plus interest.

**SEVENTH CAUSE OF ACTION
N.Y. Debtor and Creditor Law § 273**

149. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

150. Defendant Wang violated N.Y. Debtor and Creditor Law § 273 by transferring the 126 Elmwood Drive Property, 131-05 40th Road Property, 131-01 40th Road Property and 39-16 Prince Street Property without fair consideration and with intent to hinder, delay or defraud the Plaintiffs and other creditors of Defendant Wang.

151. The Plaintiffs were creditors of Defendant Wang at the time she transferred the 131-05 40th Road Property, 131-01 40th Road Property and 39-16 Prince Street Property.

152. Defendants Wang and Peng, in their capacity as trustees of the Barbara Wang Living Trust, and Defendants Queens 11N LLC and 40 Road T7E LLC, are liable to Plaintiffs as transferees in the voidable transactions. Defendant Wang is also liable to Plaintiffs as the transferor.

**EIGHTH CAUSE OF ACTION
N.Y. Debtor and Creditor Law § 274**

153. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs as if fully set forth herein.

154. Defendant Wang violated N.Y. Debtor and Creditor Law § 274 by transferring the 126 Elmwood Drive Property, 131-05 40th Road Property, 131-01 40th Road Property and 39-16 Prince Street Property without receiving a reasonably equivalent value in exchange for the transfers, and she was insolvent at the time of the transfers or became insolvent as a result of the transfers.

155. The Plaintiffs were creditors of Defendant Wang at the time she transferred the 131-05 40th Road Property, 131-01 40th Road Property and 39-16 Prince Street Property.

156. Defendants Wang and Peng, in their capacity as trustees of the Barbara Wang Living Trust, and Defendants Queens 11N LLC and 40 Road T7E LLC, are liable to Plaintiffs as transferees in the voidable transactions. Defendant Wang is also liable to Plaintiffs as the transferor.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that a judgment be granted as follows:

- (a) Declaring Defendant Wang's conduct complained of herein to be in violation of Plaintiffs' rights under the NYLL, the Wage Parity Act, the NY Debtor and Creditor Law, and New York common law;
- (b) Awarding Plaintiffs unpaid minimum wages and overtime wages due under the NYLL, and New York common law;
- (c) Awarding Plaintiffs spread of hours pay under the NYLL;
- (d) Awarding Plaintiffs damages due to notice of pay rate violations under the NYLL;
- (e) Awarding Plaintiffs damages due to wage statement violations under the NYLL;
- (f) Awarding Plaintiffs liquidated damages;
- (g) Awarding Plaintiffs pre-judgment and post-judgment interest;
- (h) Awarding Plaintiffs damages for violations of the N.Y. Debtor and Creditor Law, and in the alternative, voiding the property transfers complained of herein;
- (i) Awarding Plaintiffs an attachment of the Defendants' properties, and enjoining the transfer of such properties;

- (j) Awarding Plaintiffs the costs associated with this action, together with reasonable attorneys' fees, pursuant to and including but not limited to N.Y. Labor Law §§ 198 and 663, and N.Y. Debtor and Creditor Law § 276-a; and
- (k) Awarding such other relief as this Court deems just and proper.

Dated: April 8, 2026
New York, New York

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