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[Additional Counsel on Following Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

TRICIA TAYLOR, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

OCEAN PSYCHOLOGICAL SERVICES INC, a
California corporation; OCEAN PSYCHIATRY,
INC, a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2025-10157

**JOINT STIPULATION FOR LEAVE TO
FILE FIRST AMENDED COMPLAINT;
~~PROPOSED~~ ORDER**

Complaint Filed: July 25, 2025

1 Plaintiff, Tricia Taylor, on the one hand, and Defendants Ocean Psychological Services Inc. and
2 Ocean Psychiatry, Inc., on the other hand, hereby stipulate, through their counsel of record, as follows:

3 WHEREAS on July 25, 2025, pursuant to the Labor Code Private Attorneys General Act of
4 2004, Labor Code section 2698 et seq. ("PAGA"), Plaintiff notified Defendants and the Labor and
5 Workforce Development Agency ("LWDA") of alleged Labor Code violations;

6 WHEREAS on July 25, 2025, Plaintiff initiated this lawsuit by filing a class action complaint;

7 WHEREAS on September 24, 2025, Defendants filed an answer to the complaint; and

8 WHEREAS the LWDA has not indicated that it would investigate the alleged Labor Code
9 violations that Plaintiff identified and Plaintiff thus seeks to pursue claims under PAGA.

10 IT IS HEREBY STIPULATED that good cause exists for Plaintiff to be granted leave to file the
11 First Amended Complaint attached as Exhibit A, which shall be deemed to have been filed and served
12 upon the Court's approval of the stipulation.

13 DATED: October 20, 2025

DIVERSITY LAW GROUP, P.C.

14 By: /s/ Simon L. Yang
15 Simon L. Yang
16 Attorneys for Plaintiff

17 DATED: October 20, 2025

JACKSON LEWIS P.C.

18 By: /s/ Gabriel N. Rubin
19 Gabriel N. Rubin
20 Liam N. Gaarder-Feingold
21 Attorneys for Defendants
22
23
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1 **[PROPOSED] ORDER**

2 Before the Court is the Parties' joint stipulation for leave to file a first amended complaint.
3 Good cause being shown, it is hereby ordered that Plaintiff is granted leave to file the First Amended
4 Complaint attached as Exhibit A, which shall be deemed to have been filed and served upon the Court's
5 approval of the stipulation.

6 IT IS SO ORDERED this 24 day of October 2025.

7
8 
9 JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

TRICIA TAYLOR, as an individual and on behalf
of all others similarly situated, and as a private
attorney general,

Plaintiff,

vs.

OCEAN PSYCHOLOGICAL SERVICES INC, a
California corporation; OCEAN PSYCHIATRY,
INC, a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2025-10157

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

- (1) Unpaid Wages
(Lab. Code § 1182.12, 1197);
- (2) Unpaid Overtime
(Lab. Code §§ 510, 1198)
- (3) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a));
- (4) Unfair or Unlawful Business Practices
(Bus. & Prof. Code §§ 17200 et seq.); and
- (5) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)

DEMAND OVER \$35,000.00

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13 Attorneys for Plaintiff

1 On behalf of herself and other similarly situated current and former employees of Defendant,
2 and as a proxy for the State of California, Plaintiff, Tricia Taylor, submits this First Amended Class and
3 Representative Action Complaint against Defendants Ocean Psychological Services Inc., Ocean
4 Psychiatry, Inc., and Does 1 through 50 (collectively, "Defendants").

5 INTRODUCTION

6 1. This class and representative action concerns systemic employment practices that violate
7 the California Labor Code. The Complaint seeks penalties, damages, and other relief pursuant to,
8 among other provisions, Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 510, 558, 1174,
9 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 et seq.,¹ and the Unfair Competition Law,
10 codified at Business and Professions Code sections 17200 et seq. (the "UCL").

11 2. Plaintiff is informed and believes that Defendants have jointly and severally acted
12 intentionally and with deliberate indifference and conscious disregard to the rights of employees by
13 failing to pay wages for all hours worked, failing to pay all overtime wages due, failing to timely pay
14 wages during employment or upon termination, and failing to furnish accurate itemized wage
15 statements.

16 3. Defendants underpay Plaintiff and other non-exempt employees all hours worked.
17 Specifically, Plaintiff and other non-exempt employees were required to travel from one client
18 appointment to another. But Plaintiff and other non-exempt employees were not paid for downtime that
19 they incurred while waiting for their next appointments. Defendants thus fail to pay at least the
20 minimum wage for such work hours and fail to pay overtime wages when such hours would exceed
21 eight in a day or 40 in a week. Because Plaintiff and other non-exempt employees are not paid all of
22 their wages, Defendants also routinely fail to timely pay Plaintiff and other non-exempt employees all
23 of their wages during employment or timely pay all due wages upon separation of employment.
24 Similarly, Defendants also thus fail to furnish Plaintiff and other non-exempt employees with itemized
25 wage statements that accurately show the number of hours worked at each hourly rate by the employee,
26 the gross wages earned, the net wages earned, and the total hours worked.

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¹ Except as otherwise noted, all "Section" references are to the Labor Code.

4. Independently, Defendants fail to furnish Plaintiff and other non-exempt employees with accurate itemized wage statements for other reasons. First, whenever Plaintiff and other non-exempt employees are paid for Drive Time, Defendants provide wage statements that fail to identify the applicable hourly rate and the corresponding number of hours worked at each applicable hourly rate; instead, the wage statements fail to show how such wages were calculated. Second, whenever Plaintiff and other non-exempt employees are paid for Drive Time, Defendants provide wage statements that fail to accurately itemize either the gross wages earned or the total hours worked. Third, whenever Plaintiff and other non-exempt employees are issued reimbursements, Defendants provide wage statements that fail to accurately itemize the net wages earned. As a result of the above practices, Defendants fail to furnish Plaintiff and other non-exempt employees with wage statements that accurately itemize and show all applicable hourly rates and the corresponding number of hours worked at each applicable hourly rate, the gross wages earned, the net wages earned, and the total hours worked.

5. Plaintiff is informed and believes that Defendants have engaged in, among other things, a system of willful violations of the Labor Code by creating and maintaining policies, practices, and customs that knowingly deny its employees the above stated rights and benefits.

6. The policies, practices, and customs of Defendants resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that comply with the Labor Code.

JURISDICTION AND VENUE

7. The Complaint seeks relief exceeding \$35,000.00. The Court has jurisdiction of Defendants' violations of Sections 201-204, 210, 218.5, 218.6, 226, 510, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, and the UCL.

8. Venue is proper in the County of San Joaquin. Plaintiff worked for Defendants in Stockton, California.

PARTIES

9. Until June 2025, Plaintiff worked for Defendants as non-exempt employee as a Behavioral Technician. Even though Plaintiff was paid on an hourly basis, Defendants did not pay at least minimum wages to Plaintiff for all hours that Plaintiff worked. Instead, Defendant would not pay any wages to Plaintiff whenever Plaintiff traveled from one client appointment to another and incurred

1 downtime while waiting for her next appointment. As a result, Plaintiff was not paid wages for all hours
2 worked and not paid overtime wages when Plaintiff worked more than eight hours in a day or 40 hours
3 in a week. Moreover, Plaintiff was not timely paid all due wages during employment or upon separation
4 of employment. Plaintiff also was furnished wage statements that inaccurately showed all applicable
5 hourly rates and the corresponding number of hours worked at each applicable hourly rate, the gross
6 wages earned, the net wages earned, and the total hours worked. Plaintiff thus is a victim of the policies,
7 practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff
8 of the rights guaranteed by the Labor Code and the UCL.

9 10. Plaintiff is informed and believes that Ocean Psychological Services Inc was and is a
10 California corporation. Plaintiff also is informed and believes that Ocean Psychiatry, Inc. was and is a
11 California corporation. Plaintiff is informed and believes that at all times herein mentioned Ocean
12 Psychological Services Inc, Ocean Psychiatry, Inc., and Does 1 through 50, are and were corporations,
13 business entities, individuals, or partnerships that were and are licensed to do business and actually
14 doing business in the State of California. The facts and circumstances of Defendants' business subject
15 Defendants to Sections 201-204, 210, 218.5, 218.6, 226, 510, 1174, 1182.12, 1194, 1194.2, 1197,
16 1197.1. and 1198, and the UCL.

17 11. Plaintiff does not know the true names or capacities of the defendants sued herein as
18 Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are
19 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names
20 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was
21 responsible in some way for the matters alleged herein and proximately caused the illegal employment
22 practices, wrongs, and injuries complained of herein.

23 12. At all times mentioned herein, each of said Defendants participated in the doing of the
24 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
25 the other Defendants, as well as the agents of all Defendants, and were acting within the course and
26 scope of said agency and employment.

27 13. Plaintiff is informed and believes that at all times material hereto, each of said
28 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,

each of the other Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or omissions of the acting Defendants.

14. Plaintiff is informed and believes that at all times material hereto each of the Defendants (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in pursuance of, a joint venture, partnership, or common enterprise.

CLASS ACTION ALLEGATIONS

15. **Definition:** Pursuant to Code of Civil Procedure section 382, Plaintiff seeks class certification of the following classes and subclass: (i) all current and former non-exempt employees of Defendants in the State of California who since July 25, 2021, have traveled to client appointments (the "Travel Class"), (ii) all current and former non-exempt employees of Defendants in the State of California who since July 25, 2021, have traveled to client appointments in workweeks in which they work more than 8.0 hours in a day or 40.0 hours in a workweek (the "Overtime Sub-Class"), (iii) all current and former non-exempt employees of Defendants in the State of California who have been paid Drive Time since July 25, 2024 (the "Drive Time Statement Class"), and (iv) all current and former non-exempt employees of Defendants in the State of California who have been issued reimbursements since July 25, 2024 (the "Reimbursement Statement Class"). The Travel Class, Overtime Sub-Class, Drive Time Statement Class, and Reimbursement Statement Class are collectively referred to as the "Class."

16. **Numerosity and Ascertainability:** The members of the Class are so numerous that joining all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendants' records, including payroll records. Plaintiff is informed and believes that Defendants violated Sections 201-204, 210, 218.5, 218.6, 226, 510, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1. and 1198, and the UCL against Plaintiff and the Class by failing to pay wages for all hours worked, failing to pay all overtime wages due, failing to timely pay wages during employment or upon termination, and failing to furnish accurate itemized wage statements.

1 **17. Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
2 represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready,
3 willing, and fully and adequately able to represent Plaintiff and the Class. Plaintiff's attorneys have
4 prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-
5 and-hour class actions currently pending in California state and federal courts.

6 **18. Common Question of Law and Fact:** There are predominant common questions of law
7 and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is
8 informed and believes that Defendants uniformly administer a corporate policy and practice of routinely
9 failing to pay wages for all hours worked, failing to pay all overtime wages due, failing to timely pay
10 wages during employment or upon termination, and failing to furnish accurate itemized wage
11 statements.

12 **19. Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
13 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class
14 suffered. As with other members of the Class, Defendants did not pay at least minimum wages to
15 Plaintiff for all hours that Plaintiff worked. Instead, Defendant would not pay any wages to Plaintiff
16 whenever Plaintiff traveled from one client appointment to another and incurred downtime while
17 waiting for her next appointment. As a result, Plaintiff was not paid wages for all hours worked and not
18 paid overtime wages when Plaintiff worked more than eight hours in a day or 40 hours in a week.
19 Moreover, Plaintiff was not timely paid all due wages during employment or upon separation of
20 employment. Plaintiff also was furnished wage statements that inaccurately showed all applicable
21 hourly rates and the corresponding number of hours worked at each applicable hourly rate, the gross
22 wages earned, the net wages earned, and the total hours worked. Plaintiff thus is a member of the Class
23 and has suffered the alleged violations of the Labor Code.

24 **20.** The Labor Code is broadly remedial in nature. Its laws serve an important public interest
25 in establishing minimum working conditions and requirements in California. These labor standards
26 protect employees from onerous terms and conditions of employment or exploitation by employers who
27 have superior economic and bargaining power.
28

1 21. The nature of this action and the format of laws available to Plaintiff and members of the
2 Class make the class action format a particularly efficient and appropriate procedure to redress the
3 wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate
4 Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and
5 overwhelm the limited resources of each individual plaintiff with their vastly superior financial and
6 legal resources. Requiring each member of the Class to pursue an individual remedy would also
7 discourage the assertion of lawful claims by employees who would be disinclined to file an action
8 against their former or current employer for real and justifiable fear of retaliation and permanent
9 damage to their careers at their current or subsequent employment.

10 22. The prosecution of separate actions by individual members of the Class, even if possible,
11 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
12 members of the Class that would establish potentially incompatible standards of conduct for
13 Defendants, or (b) adjudications with respect to individual members of the Class that would, as a
14 practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests
15 of other members of the Class not parties to the adjudications. Further, the claims of the individual
16 members of the Class are not sufficiently large to warrant vigorous individual prosecution considering
17 the concomitant costs and expenses.

18 23. Defendants' pattern, practice, and uniform administration of corporate policy in violation
19 of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the
20 rights of Plaintiff and the Class under Sections 201-204, 210, 218.5, 218.6, 226, 510, 1174, 1182.12,
21 1194, 1194.2, 1197, 1197.1. and 1198, applicable IWC Wage Orders, the UCL, and Code of Civil
22 Procedure section 1021.5 to recover damages and restitution, including unpaid wages and interest
23 thereon, applicable penalties, reasonable attorneys' fees, and costs of suit.

24 24. This action is brought for the benefit of the Class, which is commonly entitled to a
25 specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class
26 is commonly entitled to restitution of those funds being improperly withheld by Defendant.
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FIRST CAUSE OF ACTION

Unpaid Wages (Lab. Code §§ 1182.12 and 1197)

(By Plaintiff and the Travel Class Against All Defendants)

25. The preceding paragraphs are re-alleged and incorporated by this reference.

26. Sections 1182.12 and 1197 provide a minimum wage to be paid to employees and make unlawful the payment of a lesser wage. The applicable IWC Wage Order defines compensable time as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining “Hours Worked”). California law thus generally requires that employers pay employees for all hours worked and pay at least the minimum wage for all hours worked.

27. As a matter of policy and practice, Defendants fail to pay at least minimum wage for all hours worked by Plaintiff and the Travel Class. Specifically, whenever Plaintiff and the Travel Class traveled from one client appointment to another, Plaintiff and the Travel Class were not paid for downtime that they incurred while waiting for their next appointments. As such, Plaintiff and the Travel Class are owed unpaid minimum wages.

28. Moreover, Section 204 provides that wages are generally due and payable no later than seven days after the end of a pay period or at least twice during each calendar month, on days designated in advance as the regular paydays. Section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (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. Section 203 provides that if an employer willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

29. Based on Defendants’ failure to pay all wages to Plaintiff and the Travel Class, and as a matter of policy and practice, Defendants fail to timely pay all due wages during employment and fail to

1 timely pay all due wages upon separation of employment. On information and belief, Defendants were
2 advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it
3 relates to Plaintiff's allegations. Because Defendants willfully fail to timely pay Plaintiff and the Travel
4 Class all wages due, Defendants are subject to applicable penalties.

5 30. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
6 entitles Plaintiff and the Travel Class to recover unpaid wages, including interest thereon, liquidated
7 damages, applicable penalties, attorneys' fees, and costs of suit.

8 SECOND CAUSE OF ACTION

9 Unpaid Overtime (Lab. Code §§ 510, 1198)

10 (By Plaintiff and the Overtime Sub-Class Against All Defendants)

11 31. The preceding paragraphs are re-alleged and incorporated by this reference.

12 32. Section 510 and the applicable IWC Wage Order provide that "[a]ny work in excess of
13 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
14 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no
15 less than one and one-half times the regular rate of pay for an employee" and that "[a]ny work in excess
16 of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
17 an employee." Section 1198 makes unlawful conditions of labor that are prohibited by the applicable
18 IWC Wage Order.

19 33. As a matter of policy and practice, Defendants fail to pay overtime wage for all overtime
20 hours worked by Plaintiff and Overtime Sub-Class. Specifically, whenever Plaintiff and the Overtime
21 Sub-Class traveled from one client appointment to another in workweeks in which they work more than
22 eight hours in a day or 40 hours in a workweek, Plaintiff and the Overtime Sub-Class were not paid for
23 downtime that they incurred while waiting for their next appointments. As such, Plaintiff and the
24 Overtime Sub-Class are owed unpaid overtime wages.

25 34. Based on Defendants' failure to pay overtime wages to Plaintiff and the Overtime Sub-
26 Class as a matter of policy and practice, Defendants fail to timely pay Plaintiff and the Overtime Sub-
27 Class all due wages during employment and fail to timely pay all due wages upon separation of
28 employment. On information and belief, Defendants were advised by skilled lawyers and knew, or

1 should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Because
2 Defendants willfully fail to timely pay Plaintiff and the Overtime Sub-Class all wages due, Defendants
3 are subject to applicable penalties.

4 35. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
5 entitles Plaintiff and the Overtime Sub-Class to recover unpaid overtime and interest thereon, applicable
6 penalties, attorneys' fees, and costs of suit.

7 **THIRD CAUSE OF ACTION**

8 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

9 **(By Plaintiff, the Drive Time Statement Class, and**

10 **the Reimbursement Statement Class Against All Defendants)**

11 36. The preceding paragraphs are re-alleged and incorporated by this reference.

12 37. Section 226(a) requires an employer to furnish to its employees itemized wage
13 statements that show accurate information, including without limitation, all applicable hourly rates and
14 the corresponding number of hours worked at each rate, the gross wages earned, the net wages earned,
15 and the total hours worked.

16 38. As a result of Defendants' failure to pay all minimum wages and overtime wages, and as
17 a matter of policy and practice, Defendants fail to provide accurate itemized wage statements to Plaintiff
18 and the Drive Time Statement Class. Specifically, based on Defendants' failure to pay all minimum
19 wages and overtime wages, Defendants also fail to furnish Plaintiff and the Drive Time Statement Class
20 with itemized wage statements that accurately show the number of hours worked at each hourly rate by
21 the employee, the gross wages earned, the net wages earned, and the total hours worked.

22 39. Independently, and also as a matter of policy and practice, Defendants fail to furnish
23 Plaintiff, the Drive Time Statement Class, and the Reimbursement Statement Class with accurate
24 itemized wage statements for other reasons. First, whenever Plaintiff and the Drive Time Statement
25 Class are paid for Drive Time, Defendants provide wage statements that fail to identify the applicable
26 hourly rate and the corresponding number of hours worked at each applicable hourly rate; instead, the
27 wage statements fail to show how such wages were calculated. Second, whenever Plaintiff and the
28 Drive Time Statement Class are paid for Drive Time, Defendants provide wage statements that fail to

1 accurately itemize either the gross wages earned or the total hours worked. Third, whenever Plaintiff
2 and the Reimbursement Statement Class are issued reimbursements, Defendants provide wage
3 statements that fail to accurately itemize the net wages earned.

4 40. As a result of the above practices, Defendants fail to furnish Plaintiff, the Drive Time
5 Statement Class, and the Reimbursement Statement Class with wage statements that accurately itemize
6 and show all applicable hourly rates and the corresponding number of hours worked at each applicable
7 hourly rate, the gross wages earned, the net wages earned, and the total hours worked.

8 41. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
9 entitles Plaintiff, the Drive Time Statement Class, and the Reimbursement Statement Class to recover
10 applicable penalties, attorneys' fees, and costs of suit.

11 **FOURTH CAUSE OF ACTION**

12 **Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)**

13 **(By Plaintiff and the Class Against All Defendants)**

14 42. The preceding paragraphs are re-alleged and incorporated by this reference.

15 43. Plaintiff is informed and believes that at Defendants have engaged and continue to
16 engage in unfair and unlawful business practices in California by utilizing the employment policies and
17 practices alleged herein, including the failures to pay wages for all hours worked and failures to pay
18 lawful overtime wages.

19 44. Defendants' utilization of such unfair and unlawful business practices constitutes unfair
20 and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed
21 by the UCL. Defendants have deprived Plaintiff and the Class the minimum working condition
22 standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

23 45. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
24 entitles Plaintiff and the Class to full restitution of all monies withheld, acquired, or converted by
25 Defendants by means of the unfair practices complained of herein, including interest thereon, attorneys'
26 fees, and costs of suit.

1 **FIFTH CAUSE OF ACTION**

2 **Violations of California Labor Code (Lab. Code §§ 2698 et seq.)**

3 **(By Plaintiff as a Proxy for the State Against All Defendants)**

4 46. The preceding paragraphs are re-alleged and incorporated by this reference.

5 47. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698
6 et seq. ("PAGA"), Plaintiff brings this cause of action as a proxy for the State of California. In this
7 capacity, Plaintiff seeks penalties for Defendants' violations of Sections 201-204, 210, 218.5, 218.6,
8 226, 226.3, 510, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 committed since July 22,
9 2024, against all aggrieved employees. As stated herein, Defendants fail to pay wages for all hours
10 worked, to pay all overtime wages due, to timely pay wages during employment or upon termination,
11 and to furnish accurate itemized wage statements. Under Section 2699(c), Plaintiff is an "aggrieved
12 employee," as one or more of the alleged violations were committed against Plaintiff as an employee of
13 Defendants.

14 48. On or about July 22, 2025, Plaintiff sent written notice to the Labor & Workforce
15 Development Agency ("LWDA") of specific facts and theories for Defendants' above violations.
16 Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing
17 of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the
18 allegations in the written notice.

19 49. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all
20 applicable penalties pursuant to Section 2699(a), (f), and (g) for Defendants' violations against all
21 aggrieved employees for the period described above.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for judgment for Plaintiff and all others on whose behalf this suit
24 is brought against Defendants, jointly and severally, as follows:

- 25 1. For an order certifying the proposed Class;
26 2. For an order appointing Plaintiff as the representative of the Class;
27 3. For an order appointing Counsel for Plaintiff as Class Counsel;
28

4. Upon the First Cause of Action for damages, including unpaid wages and interest thereon, penalties, liquidated damages, and costs and attorneys' fees;

5. Upon the Second Cause of Action for damages, including unpaid overtime wages and interest thereon, penalties, and costs and attorneys' fees;

6. Upon the Third Cause of Action for penalties and for costs and attorneys' fees;

7. Upon the Fourth Cause of Action for restitution of all funds unlawfully acquired by Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon, and for costs and attorneys' fees;

8. Upon the Fifth Cause of Action for penalties pursuant to Section 2699(a), (f), and (g), and for attorneys' fees and costs;

9. Upon each cause of action for costs and attorneys' fees as provided by the Labor Code, UCL, and Code of Civil Procedure section 1021.5; and

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

DATED: October 20, 2025

DIVERSITY LAW GROUP, P.C.

By:

Larry W. Lee
Simon L. Yang
Attorneys for Plaintiff

Attorneys for Plaintiff

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On October 20, 2025, I served the following document(s) described as: **JOINT STIPULATION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT; [PROPOSED] ORDER** on the interested parties in this action as follows:

Gabriel R. Rubin Liam N. Gaarder-Feingold Jackson Lewis P.C. 50 California Street 9 th Floor San Francisco, California 94111	<i>Attorneys for Defendant Ocean Psychological Services Inc. and Ocean Psychiatry, Inc.</i> <u>Gabriel.Rubin@jacksonlewis.com</u> <u>liam.gaarderfeingold@jacksonlewis.com</u>
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 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 20, 2025, at Los Angeles, California.



Erika Mejia