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BRIAN WOLFE

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
02/17/2026
Clerk of the Court
BY: SHENEQUA GLADNEY
Deputy Clerk

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO **CGC-26-634114**

BRIAN WOLFE, an individual,

Plaintiff,

vs.

OCTAVE BEHAVIORAL, P.A., a Florida Corporation; OCTAVE BEHAVIORAL HEALTH, PC, a California Corporation; and Does 1-50, inclusive,

Defendants

Case No.:

COMPLAINT FOR CIVIL PENALTIES AND INJUNCTIVE RELIEF:

(1) CIVIL PENALTIES – LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")

[UNLIMITED CIVIL JURISDICTION]

Plaintiff Brian Wolfe, an individual ("Plaintiff") brings this action on behalf of the State of California, and all other Aggrieved Employees (as defined below), against Defendants Octave Behavioral, P.A., a Florida Corporation, Octave Behavioral Health, PC, a California Corporation and Does 1-50, inclusive, (collectively referred to herein as "Octave" or "Defendants").

INTRODUCTION

1. This is a representative action filed by Plaintiff on behalf of the State of California against Defendants pursuant to California's Private Attorney General Act, Labor Code section 2698 et. seq. ("PAGA"), to recover civil penalties for Defendants' violations of the California Labor Code as alleged below. Plaintiff seeks injunctive relief including,

but not limited to, an injunction prohibiting Defendants' unlawful practices.

PARTIES

2. Plaintiff is a natural person and is domiciled in California.

3. Defendant Octave Behavioral, P.A., a Florida Corporation, was at all relevant times doing business in San Francisco County, California.

4. Defendant Octave Behavioral Health, PC., a California Corporation, was at all relevant times doing business in San Francisco County, California.

5. Plaintiff is ignorant of the true names and capacities of the defendants sued under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show their true names and capacities when the same have been ascertained. Plaintiff is informed and believes that each of the fictitiously named Doe Defendants is legally responsible in some manner for the occurrences alleged and that Plaintiff's injuries and damages, as alleged, were proximately caused by these Doe Defendants' actions.

6. Plaintiff is informed and believes and thereon alleges that at all times pertinent hereto, each Defendant was the agent and employee of each of its co-Defendants, and in doing the things described herein, was acting within the course and scope of his/her authority as such agent and employee, and each Defendant ratified and approved the acts of his/her agents and employees. Defendants acted as Plaintiff's "employer" and are responsible for any and all damages claimed by Plaintiff in this action under Labor Code section 558.

7. Based on information and belief, Defendants Octave Behavioral, P.A. and Octave Behavioral Health, P.C. are related entities that operated as a single integrated enterprise and/or joint employer under the "Octave" brand during the relevant period. The entities share the same registered business address and held themselves out to the public and third parties as a unified behavioral health provider. At all relevant times, Defendants shared and/or jointly exercised common ownership, management, operations, and control over employment policies and the terms and conditions of Plaintiff's employment. Accordingly, each Defendant is responsible for the acts and omissions alleged herein.

PAGA ALLEGATIONS

8. Plaintiff brings this action under the PAGA on behalf of the State of California and other Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees.

9. On or about October 24, 2024, Plaintiff submitted a written notice to the Labor & Workforce Development Agency ("LWDA"), hereinafter referred to as PAGA Notice, and a copy was served on Octave in accordance with applicable law. A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 1** and incorporated herein by this reference.

10. The LWDA did not provide notice of its intention to investigate Defendants' violations after expiration of the 65-day waiting time period for the PAGA Notice, or at any time thereafter. Consequently, Plaintiff's right to file the instant lawsuit against Defendants has duly accrued.

SUMMARY OF RELEVANT FACTS

11. Plaintiff Brian Wolfe ("Plaintiff") is a 65-year-old, California-licensed Marriage and Family Therapist ("LMFT") who provided psychotherapy services to clients of Defendants Octave Behavioral, P.A. And Octave Behavioral Health, PC, doing business as Octave Mental Health ("Octave"), from approximately 2021 through August 2025, when Octave informed him that his contract would not be renewed.

12. During his engagement, Plaintiff maintained a full caseload of more than thirty active clients and consistently received the highest client satisfaction ratings.

13. Plaintiff performed core clinical work integral to Octave's regular business, providing therapy sessions to Octave's clients through Octave's telehealth platform. He did not control client acquisition, billing, or administrative operations, and had no independent authority to set his own rates, policies, or scheduling procedures.

14. Although Octave designated Plaintiff as an independent contractor and issued IRS Form 1099s, the terms of the Octave Consulting Agreement and Octave's day-to-day practices demonstrate that Plaintiff was misclassified and functioned as an

employee.

a. Octave required that all patient sessions occur via Octave's proprietary video platform, and consultants were prohibited from using other systems or methods without Octave's prior written authorization.

b. Octave controlled patient assignment, credentialing, billing, and fee collection, reserved the right to determine all payment and reimbursement terms, and required clinicians to assign all rights to payment to Octave.

c. Octave required clinicians to document and maintain patient records in accordance with its internal standards and partner requirements, including mandatory timelines for clinical notes (24–72 hours post-session) and uniform outcome assessments.

d. Octave controlled all intellectual property, client lists, and clinical documentation, declaring that such materials "shall remain the property of Octave," even when authored by the clinician.

15. Plaintiff was required to comply with Octave's scheduling, credentialing, and audit procedures and was subject to oversight by a Clinical Operations Manager. Plaintiff could not provide in-person services or modify his hours without Octave's prior approval.

16. In practice, Octave dictated the means and manner of Plaintiff's work by:

a. assigning patients through its internal platform;

b. managing billing, cancellations, and no-show fees;

c. mandating standardized client forms and telehealth tools; and

d. retaining authority to terminate the relationship without cause on thirty (30) days' notice.

17. Plaintiff did not operate a separate or independently established business offering psychotherapy services to the general public. Octave's systems, brand, telehealth platform, insurance credentialing, and billing infrastructure controlled the economic reality

of Plaintiff's work.

18. As a result of Octave's misclassification, Plaintiff suffered violations of the labor code described in his October 24, 2025 PAGA Notice attached hereto as Exhibit 1.

FIRST CAUSE OF ACTION
CIVIL PENALTIES – THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
(Plaintiff Against All Defendants)

19. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

20. Plaintiff brings this cause of action on behalf of Aggrieved Employees and seeks civil penalties for each and every violation alleged herein. Plaintiff is an Aggrieved Employee. Plaintiff was employed by Defendants and the violations alleged herein were committed against Plaintiff. At the time of each violation, Defendants employed one or more employees.

21. Plaintiff complied with all procedural requirements of Labor Code § 2699.3 before filing this Complaint.

22. As a result of the aforesaid wrongful and illegal conduct of the Defendants, and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at trial, costs, and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment solely on behalf of other Aggrieved Employees and the State of California as follows:

1. For civil penalties under Labor Code Section 2699 (65% payable to the LWDA and 35% payable to Aggrieved Employees);
2. For an order temporarily, preliminarily and permanently enjoining and restraining Defendants from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney's fees and costs of suit; and

///

4. For such other and further relief that the Court deems just and proper.

Dated: February 17, 2026

HAULK & HERRERA LLP



By: _____
Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Claimant
BRIAN WOLFE

EXHIBIT 1

HAULK & HERRERA LLP

Attorneys at Law

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October 24, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Brian Wolfe ("**Plaintiff**") with respect to Plaintiff's claims against Octave Behavioral, P.A. ("**Defendant**").

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency ("**LWDA**") of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California's Labor Code Private Attorneys General Act ("**PAGA**").

As used herein, the term "**Aggrieved Employees**" refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Plaintiff Brian Wolfe ("Plaintiff") is a 65-year-old, California-licensed Marriage and Family Therapist (LMFT) who provided psychotherapy services to clients of Octave Behavioral, P.A. dba Octave Mental Health ("Octave") from approximately 2021 through August 2025, when Octave informed him that his contract would not be renewed.

During his engagement, Plaintiff maintained a full caseload of more than thirty active clients and consistently received the highest client satisfaction ratings.

Plaintiff performed core clinical work integral to Octave's regular business, providing therapy sessions to Octave's clients through Octave's telehealth platform. He did not control client acquisition, billing, or administrative operations, and had no independent authority to set his own rates, policies, or scheduling procedures.

Although Octave designated Plaintiff as an independent contractor and issued IRS Form 1099s, the terms of the Octave Consulting Agreement and Octave's day-to-day practices demonstrate that Plaintiff was misclassified and functioned as an employee.

a. Octave required that all patient sessions occur via Octave's proprietary video platform, and consultants were prohibited from using other systems or methods without Octave's prior written authorization.

b. Octave controlled patient assignment, credentialing, billing, and fee collection, reserved the right to determine all payment and reimbursement terms, and required clinicians to assign all rights to payment to Octave.

c. Octave required clinicians to document and maintain patient records in accordance with its internal standards and partner requirements, including mandatory timelines for clinical notes (24–72 hours post-session) and uniform outcome assessments.

d. Octave controlled all intellectual property, client lists, and clinical documentation, declaring that such materials "shall remain the property of Octave," even when authored by the clinician.

Plaintiff was required to comply with Octave's scheduling, credentialing, and audit procedures and was subject to oversight by a Clinical Operations Manager. Plaintiff could not provide in-person services or modify his hours without Octave's prior approval.

In practice, Octave dictated the means and manner of Plaintiff's work by:

- assigning patients through its internal platform;
- managing billing, cancellations, and no-show fees;
- mandating standardized client forms and telehealth tools; and
- retaining authority to terminate the relationship without cause on thirty (30) days' notice.

Plaintiff did not operate a separate or independently established business offering psychotherapy services to the general public. Octave's systems, brand, telehealth platform, insurance credentialing, and billing infrastructure controlled the economic reality of Plaintiff's work.

As a result of Octave's misclassification, Plaintiff suffered violations of the labor code described herein.

SUMMARY OF CLAIMS

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:

a) **Willful Misclassification:** Defendant has engaged in the willful misclassification of the Aggrieved Employees as independent contractors in violation of Labor Code 226.8(a)(1), and has charged those Aggrieved Employees (or made deductions from their compensation) for purposes that would have violated the law if the individuals had not been misclassified in violation of Labor Code 226.8(a)(2).

b) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.

c) **Meal/Rest Breaks (Failure to Provide):** Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

d) **Meal/Rest Breaks (Failure to Pay Premium Pay)**: Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.

e) **Failure to Pay Wages (Intervals):** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.

f) **Wage Statement Violations:** Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

g) **Waiting Time Penalties**: Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

h) **Failure to Reimburse:** Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

i) **Violation of IWC Wage Order**: As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," Meal Periods," and "Rest Periods."

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 65 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,



Jose M. Herrera
cc: Octave Behavioral, P.A. - *via Certified Mail/Return Receipt Requested*

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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions