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David W. Slayton,
Executive Officer/Clerk of Court,
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Attorneys for Plaintiff
FARAZ ATAEIROSHTI,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FARAZ ATAEIROSHTI, individually and on
behalf of all others similarly situated,

Plaintiff(s),

v.

OREMOR OF WOODLAND HILLS, LLC; and
DOES 1 through 100,

Defendant(s).

Case No. **25VECVO1447**

COMPLAINT

- 1. Failure to Provide Compliant Meal Breaks**
- 2. Failure to Provide Complaint Rest Breaks**
- 3. Failure to Pay All Hours Worked**
- 4. Failure to Pay All Overtime Owed**
- 5. Failure to Pay Non-Productive Time**
- 6. Failure to Reimburse Work-Related Expenses**
- 7. Wage Statement Violation**
- 8. Waiting Time Penalties**
- 9. Violation of Unfair Competition**
- 10. Private Attorneys General Act**
- 11. Retaliation**

RELEVANT PARTIES

1. Plaintiff Faraz Ataeiroshti ("Plaintiff") is an adult resident of Los Angeles County, California, and was at all times relevant residing in Los Angeles County, California.

2. Defendant Oremor of Woodland Hills, LLC ("Defendant") is a California corporation with its principal place of business located in San Bernardino County, California Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of

1 California. All acts and omissions of Defendant employees as alleged herein occurred while they
2 were acting within the course and scope of their employment.

3 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
4 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
5 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
6 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
7 informed and believes, and based on such information and belief alleges, that each of the fictitiously
8 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
9 below and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
10 and Doe Defendants are collectively referred to as “Defendants”.

11 **JURISDICTION AND VENUE**

12 4. This action is properly filed in Los Angeles County because the acts and omissions that give
13 rise to Plaintiff’s claims took place in Los Angeles County, and Defendants transact substantial
14 business in this County.

15 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
16 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
17 such conduct within Los Angeles County, California.

18 **FACTUAL ALLEGATIONS**

19 6. At all times relevant, Plaintiff was Defendants’ employee.

20 7. Plaintiff was employed by Defendants from November 2023 to April 2024.

21 8. Plaintiff was paid \$16.75 per hour or commission, whichever was higher.

22 9. Plaintiff made repeated complaints about missing wages.

23 10. As retaliation to Plaintiff’s complaints about missing wages, Defendants delayed payment of
24 wage corrections for over a week.

25 Defendants failed to provide Plaintiff with compliant meal breaks because meal breaks were
26 regularly missed or short due to customer demands. Also, Defendant interrupted breaks to require
27 Plaintiff to attend to arriving customers. Despite not being provided with compliant meal breaks,
28 Defendant did not pay premium pay for these missed breaks at Plaintiff’s regular rate of pay.

1 11. Defendant failed to provide Plaintiff with compliant rest breaks because rest breaks were
2 regularly missed. Despite not being provided with compliant rest breaks, Defendant did not pay
3 premium pay for these missed breaks at Plaintiff's regular rate of pay.

4 12. Defendants failed to pay Plaintiff for all hours worked because Defendants required Plaintiff
5 to be present at work despite not being clocked-in. Further, meal breaks were unpaid, but Plaintiff
6 was required to be on duty during meal breaks. Thus, Employer owns Plaintiff 30 minutes of unpaid
7 time per shift.

8 13. Defendants failed to pay Plaintiff all overtime owed because Plaintiff regularly worked 8
9 hours in a day and 40 hours in a week. Therefore, any unpaid time was necessarily overtime.

10 14. Defendants failed to pay Plaintiff for non-productive time. Plaintiff was required to perform
11 work such as answering calls and setting up appointments, which should have been separately
12 compensated on an hourly basis. Further, Plaintiff failed to pay separately rest break time.
13 Defendants failed to accurately list the total hours of compensable rest, recovery periods and the
14 total hours of other nonproductive time in Plaintiff's wage statements.

15 15. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
16 required to pay for transportation fees (Uber rides) when delivering vehicles to customers, but
17 Defendants did not reimburse Plaintiff for these expenses.

18 16. Defendants failed to provide Plaintiff with accurate wage statements because the wage
19 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
20 other things.

21 17. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
22 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
23 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

24 18. The applicable Wage Order provides that "[a]ll working employees shall be provided with
25 suitable seats when the nature of the work reasonably permits the use of seats." It further states that
26 "[w]hen employees are not engaged in the active duties of their employment and the nature of the
27 work requires standing, an adequate number of suitable seats shall be placed in reasonable
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1 proximity to the work area and employees shall be permitted to use such seats when it does not
2 interfere with the performance of their duties.”

3 19. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties
4 while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the
5 Aggrieved Employees should have been provided with seats for use while not actively performing
6 their work duties, but such seating was not provided.

7 **PAGA ALLEGATIONS**

8 20. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
9 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
10 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil
11 action brought by an aggrieved employee on behalf of himself or herself and other current or former
12 employees pursuant to the procedures outlined in Labor Code section 2699.3.

13 21. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
14 under PAGA after the following requirement have been met:

15 22. The aggrieved employee has provided written notice by online filing to the LWDA and by
16 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the
17 Labor Code alleged to have been violated, including the facts and theories to support the alleged
18 violations; and

19 23. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
20 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
21 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
22 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
23 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
24 to any other penalties to which the employee may be entitled.

25 24. On October 30, 2024, Plaintiff provided written notice by online filing to the LWDA and by
26 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
27 by Defendants, including the facts and theories to support the alleged violations.

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1 25. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
2 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
3 PAGA Penalties on behalf of all Aggrieved Employees.

4 26. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
5 and former, who were employed by Defendants within one year prior to October 30, 2024, through
6 final disposition of this action.”

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Compliant Meal Periods**

9 **By Plaintiff Against All Defendants**

10 27. Plaintiff incorporates by reference the paragraphs above.

11 28. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
12 employee for a work period of more than five hours per day without providing the employee with a
13 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
14 without providing the employee with a second meal period of not less than 30 minutes”.

15 29. An employer provides compliant meal breaks to its employees “if it relieves its employees
16 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
17 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
18 1004, 1040 (2012)).

19 30. Not only must an employer affirmatively relieve its employees of all duty during their meal
20 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
21 (*Brinker*, supra).

22 31. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

23 32. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
24 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
25 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
26 11 Cal. 5th 858 (2021)).

27 33. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
28 break was missed.

1 34. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
2 penalties, attorney fees, and costs.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Compliant Rest Periods**

5 **By Plaintiff Against All Defendants**

6 35. Plaintiff incorporates by reference the paragraphs above.

7 36. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
8 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
9 per four hours or major fraction thereof.

10 37. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
11 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
12 5th 257, 269 (2016)).

13 38. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

14 39. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
15 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
16 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
17 11 Cal. 5th 858 (2021)).

18 40. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
19 break was missed.

20 41. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
21 penalties, attorney fees, and costs.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Pay for All Hours Worked**

24 **By Plaintiff Against All Defendants**

25 42. Plaintiff incorporates by reference the paragraphs above.

26 43. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
27 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
28 40 hours in a workweek.

1 44. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

2 45. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
3 penalties, attorney fees, and costs.

4 **FOURTH CAUSE OF ACTION**

5 **Failure to Pay All Overtime Owed**

6 **By Plaintiff Against All Defendants**

7 46. Plaintiff incorporates by reference the paragraphs above.

8 47. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
9 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
10 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
11 one-half times the regular rate of pay for an employee.”

12 48. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

13 49. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
14 interest, penalties, attorney fees, and costs.

15 **FIFTH CAUSE OF ACTION**

16 **Failure to Pay Non-productive Time**

17 **By Plaintiff Against All Defendants**

18 50. Plaintiff incorporates by reference the paragraphs above.

19 51. Labor Code section 226.2(a)(1) provides that employees compensated on a piece-rate or
20 commission only basis shall be compensated for rest and recovery periods and other nonproductive
21 time separate from other earnings. Under subparagraph (3), this compensation should be at the
22 regular hourly rate that is determined by dividing the total compensation for the workweek,
23 exclusive of compensation for rest and recovery periods and overtime, by the total hours worked
24 during the workweek, exclusive of rest and recovery periods.

25 52. Defendants failed to separately compensate Plaintiff for non-productive time.

26 53. Defendant failed to accurately list this information on the Plaintiff’s wage statements in
27 violation of Labor Code section 226, and is thus subject to the civil penalties listed in Labor Code
28 sections 226.3 and 2699.

1 **SIXTH CAUSE OF ACTION**

2 **Failure To Reimburse Work-Related Expenses**

3 **By Plaintiff Against All Defendants**

4 54. Plaintiff incorporates by reference the paragraphs above.

5 55. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
6 all necessary expenditures or losses incurred by the employee in direct consequence of the
7 employee's discharge of his or her duties.

8 56. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

9 57. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
10 attorney fees, and costs.

11 **SEVENTH CAUSE OF ACTION**

12 **Wage Statement Penalties**

13 **By Plaintiff Against All Defendants**

14 58. Plaintiff incorporates by reference the paragraphs above.

15 59. Labor Code section 226(a) requires employers to provide itemized wage statements to its
16 employees that identify accurate information regarding their compensation. Defendants, as a matter
17 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
18 statements to Plaintiff in violation of Labor Code section 226(a).

19 60. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
20 and incomplete.

21 61. Defendants knowingly and intentionally issued wage statements that were inaccurate and
22 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
23 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

24 62. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
25 costs.

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1 **EIGHTH CAUSE OF ACTION**

2 **Waiting Time Penalties**

3 **By Plaintiff Against All Defendants**

4 63. Plaintiff incorporates by reference the paragraphs above.

5 64. Labor Code sections 201 and 202 require that an employer provide an employee with all
6 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
7 employee's resignation.

8 65. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
9 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
10 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
11 thirty days.

12 66. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
13 conclusion of employment.

14 67. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
15 and costs.

16 **NINTH CAUSE OF ACTION**

17 **Violation of Unfair Competition Law**

18 **By Plaintiff Against All Defendants**

19 68. Plaintiff incorporates by reference the paragraphs above.

20 69. Defendants' conduct described herein constitutes unfair competition.

21 70. Specifically, Defendants have gained an unfair advantage over other similarly situated
22 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
23 owed.

24 71. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
25 wrongfully withheld wages.

26 72. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

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1 **TENTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 73. Plaintiff incorporates by reference the paragraphs above.

5 74. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 75. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 76. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
10 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 77. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
13 the penalties in Labor Code section 2699 apply.

14 78. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
15 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
16 sections 1197.1 and 2699 apply.

17 79. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
18 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
19 sections 558, 1197.1, and 2699 apply.

20 80. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
22 and 2699 apply.

23 81. With respect to violations of Labor Code section 203 for failure to pay all wages due to
24 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
25 Labor Code section 2699 apply.

26 82. With respect to violations of Labor Code section 226.2 for failure to pay non-productive
27 time of Plaintiff and the Aggrieved Employees, the penalties in Labor Code section 226.3 and 2699.

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1 83. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
2 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
3 apply.

4 84. With respect to violations of Labor Code section 1198 and the relevant wage order for
5 failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in
6 Labor Code section 2699 apply.

7 85. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
8 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
9 the manner alleged herein.

10 86. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
11 to Labor Code section 2699(g).

12 **ELEVENTH CAUSE OF ACTION**

13 **Violation of California Government Code § 12940 (h) - Retaliation**

14 **By Plaintiff Against All Defendants**

15 87. Plaintiff incorporates by reference the paragraphs above.

16 88. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
17 employee who opposes or makes a complaint for practices forbidden by FEHA.

18 89. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

19 90. Defendants retaliated against Plaintiff in violation of California Government Code §
20 12940(h).

21 91. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
22 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

25 **First Cause of Action**

- 26 1. Damages and/or penalties pursuant to Labor Code section 226.7
27 2. Interest
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- 1 3. Attorneys' fees
2 4. Costs
3 5. Other relief the court deems proper

4 Second Cause of Action

- 5 1. Damages and/or penalties pursuant to Labor Code section 226.7
6 2. Interest
7 3. Attorneys' fees
8 4. Costs
9 5. Other relief the court deems proper

10 Third Cause of Action

- 11 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
12 2. Liquidated damages
13 3. Interest
14 4. Attorneys' fees
15 5. Costs
16 6. Other relief the court deems proper

17 Fourth Cause of Action

- 18 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
19 2. Interest
20 3. Attorneys' fees
21 4. Costs
22 5. Other relief the court deems proper

23 Fifth Cause of Action

- 24 1. Penalties pursuant to Labor code section 226.3 and 2699
25 2. Attorneys' fees
26 3. Costs
27 4. Other relief the court deems proper

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1 Sixth Cause of Action

- 2 5. Reimbursement of all work-related expenses
3 6. Attorneys' fees
4 7. Costs
5 8. Other relief the court deems proper

6 Seventh Cause of Action

- 7 1. Penalties pursuant to Labor Code section 226
8 2. Attorneys' fees
9 3. Costs
10 4. Other relief the court deems proper

11 Eighth Cause of Action

- 12 1. Penalties pursuant to Labor Code section 203
13 2. Attorneys' fees
14 3. Costs
15 4. Other relief the court deems proper

16 Ninth Cause of Action

- 17 1. Restitution of all wrongfully withheld wages
18 2. Attorneys' fees
19 3. Costs
20 4. Other relief the court deems proper

21 Tenth Cause of Action

- 22 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
23 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
24 violate the California Labor Code in the manner alleged herein
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

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1 Eleventh Cause of Action

- 2 1. Compensatory damages
- 3 2. Punitive damages
- 4 3. Attorneys' fees
- 5 4. Costs
- 6 5. Other relief the court deems proper

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8 DATED: March 13, 2025

FRONTIER LAW CENTER

9 */s/ Daniel Ginzburg*

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DANIEL GINZBURG

11 Attorney for Plaintiff
12 FARAZ ATAEIROSHTI,
13 individually and on behalf of all
14 others similarly situated

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