

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

ANAHITA BANIHASHEMI, on behalf of herself
and all others similarly situated,

Case No.

Plaintiff,

v.

ANGEL OAK MORTGAGE SOLUTIONS LLC,

Defendant.

_____ /

COLLECTIVE ACTION COMPLAINT

Plaintiff, Anahita Banihashemi (“Plaintiff”), individually and on behalf of all others similarly situated, by her attorneys Shavitz Law Group, P.A., upon personal knowledge as to herself and upon information and belief as to other matters, alleges as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action under the Fair Labor Standards Act of 1938, as amended (“FLSA”), 29 U.S.C. §§ 201, *et seq.* on behalf of all current and former Account Executives and non-exempt employees entitled to non-discretionary commissions/bonuses, regardless of exact title, who were employed by Defendant Angel Oak Mortgage Solutions LLC (“Angel Oak” or “Defendant”) within the United States (collectively, “AO Employees”).

2. By the conduct described in this Complaint, Defendant willfully violated the FLSA by failing to pay its employees, including Plaintiff, proper wages as required by law.

3. Plaintiff, on behalf of herself and other current and former AO Employees who elect to opt into this action pursuant to the FLSA (collectively, “Collective Action Members”) seeks: (i) unpaid wages for all hours worked including those above 40 in a workweek at one and one-half times their regular rates of pay, as required by law, (ii) liquidated damages and/or prejudgment interest, and (iii) attorney’s fees and litigation expenses.

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over the Defendant, pursuant to Fla. Stat. § 48.193(1)(a).
5. Jurisdiction is vested in the Circuit Court in that the damages of the Collective Action Members, as aggregated, meet the monetary jurisdictional minimum of the Circuit Court.
6. Venue is proper in this Court pursuant to contract of the parties.

THE PARTIES

Plaintiff

7. Plaintiff was employed by Defendant as an AO Employee at all times relevant to this matter.
8. Plaintiff regularly worked in excess of 40 hours per workweek.
9. Plaintiff was not paid proper compensation for all hours worked, including overtime compensation for all hours worked over 40 in a workweek.
10. Plaintiff has retained the Shavitz Law Group, P.A. to represent her and the putative collective, and seeks to recover unpaid wages, liquidated damages, and attorneys' fees and costs, pursuant to 29 U.S.C. § 216(b).
11. A written consent to join form for Plaintiff is attached hereto as Exhibit A.

Defendant

12. Defendant Angel Oak Mortgage Solutions LLC is a Delaware corporation and maintains its corporate headquarters in Atlanta, Georgia.
13. Defendant operates throughout the United States, including in Orange County, Florida.
14. During all relevant times, Defendant employed Plaintiff and other Collective Action Members and controlled and directed the terms of employment and compensation of Plaintiff and other Collective Action Members.

15. During all relevant times, Defendant was Plaintiff's employer within the meaning of the FLSA.

16. Defendant has gross revenues exceeding \$500,000 for all relevant periods herein.

COLLECTIVE ACTION ALLEGATIONS

17. Plaintiff and other Collective Action Members are similarly situated in that they are subject to Defendant's common compensation policies, patterns, and/or practices of failing to compensate them for all hours worked including those above 40 in a workweek at one and one-half times their regular rates of pay.

18. Defendant is liable under the FLSA for, *inter alia*, failing to properly compensate Plaintiff and other Collective Action Members. There are many similarly situated current and former Collective Action Members who have been underpaid in violation of the FLSA who would benefit from the issuance of a court-supervised notice regarding this lawsuit and the opportunity to join it. Those similarly situated employees are known to Defendant, are readily identifiable, and can be located through Defendant's records, such that notice should be sent to them pursuant to 29 U.S.C. § 216(b).

COMMON FACTUAL ALLEGATIONS

19. Pursuant to a centralized, company-wide policy, pattern, and/or practice, Plaintiff and other Collective Action Members consistently worked overtime hours for which they were not compensated at a rate of one and one-half times their regular rates of pay.

20. Defendant failed to include in the regular rate of pay for overtime wage calculation purposes the non-discretionary bonuses and commissions earned by Plaintiff and other Collective Action Members.

21. Defendant misclassified Account Executives as exempt workers during their training period at the start of their employment, resulting in Account Executives not being paid for overtime hours worked during their training weeks.

22. All of the work that Plaintiff and other Collective Action Members have performed was assigned by Defendant, and/or Defendant was aware or should have been aware of all of the work that Plaintiff and other Collective Action Members have performed.

23. As part of its regular business practice, Defendant intentionally, willfully, and repeatedly engaged in a policy, pattern, and/or practice of violating the FLSA. This policy, pattern, and/or practice includes but is not limited to:

- a. willfully failing to pay Plaintiff and other Collective Action Members proper overtime wages for hours that they worked in excess of 40 hours in a workweek;
- b. willfully failing to properly compensate for all of the time that Plaintiff and other Collective Action Members have worked for Defendant's benefit.

24. Defendant should have been aware that the FLSA required it to pay Plaintiff and other Collective Action Members an overtime premium at one and one-half times their regular rate of pay for hours worked in excess of 40 hours per workweek.

25. Defendant's conduct alleged herein has been widespread, repeated, and consistent, and it is contrary to the FLSA.

FIRST CAUSE OF ACTION
Fair Labor Standards Act: Unpaid Overtime Wages
Brought by Plaintiff Individually and on Behalf of the Collective

26. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

27. At all relevant times, Plaintiff and Collective Action Members were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. § 207(a).

28. The overtime wage provisions set forth in §§ 201 *et seq.* of the FLSA apply to Defendant.

29. Defendant was, and is, Plaintiff's and all Collective Action Members' employer, and is engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

30. At all relevant times, Plaintiff and all Collective Action Members were and are employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

31. Defendant failed to pay Plaintiff and all Collective Action Members the wages to which they were entitled under the FLSA.

32. Defendant's violations of the FLSA, as described in this Collective Action Complaint, were willful and intentional.

33. Because Defendant's violations of the FLSA were willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255, as it may be tolled or extended by agreement, equity or operation of law.

34. As a result of Defendant's willful violations of the FLSA, Plaintiff and all Collective Action Members have suffered damages by being denied wages in accordance with 29 U.S.C. §§ 201 *et seq.*, in amounts to be determined at trial or through undisputed record evidence, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION

California Labor Code Private Attorney General Act: Civil Penalties Sought by Plaintiff on Behalf of Herself, All California Aggrieved Employees, and the State of California

35. Plaintiff realleges and incorporates by reference all allegations in all proceeding paragraphs.

36. On November 18, 2024, and December 2, 2024, Plaintiff exhausted all administrative requirements necessary to assert the Second Cause of Action, including submitting letters to the California Labor and Workforce Development Agency (“LWDA”) describing the allegations set forth in this Complaint, and serving a copy of same on Defendant via certified mail. The LWDA has not provided any notice to Plaintiff that it intends to investigate Plaintiff’s claims.

37. All of the work that Plaintiff and other aggrieved employees in California have performed has been assigned by Defendant, and/or Defendant has been aware or should have been aware of all of the work that Plaintiff and other aggrieved employees in California have performed.

38. As part of their regular business practice, Defendants have intentionally, willfully, and repeatedly engaged in a policy, pattern, and/or practice of violating the California Labor Code. This policy, pattern, and/or practice includes but is not limited to:

- a. willfully failing to pay Plaintiff and other aggrieved employees in California proper overtime wages for hours that they worked in excess of eight hours in a day or 40 hours in a workweek;

- b. willfully failing to record and properly compensate for all of the time that Plaintiff and other aggrieved employees in California have worked for the benefit of Defendant;

- c. willfully failing to provide Plaintiff and other aggrieved employees in California accurate itemized wage statements;

- d. willfully failing to provide Plaintiff and other aggrieved employees in California 30-minute, uninterrupted meal periods before the end of the fifth hour of every period of work or otherwise provide a meal period premium payment;

- e. willfully failing to authorize and permit Plaintiff and other aggrieved employees in California to take rest breaks of 10 minutes net rest time per four hour work period or major fraction thereof or otherwise provide a rest period premium payment;

f. willfully failing to pay all wages owed to Plaintiff and other aggrieved employees in California upon discharge, including overtime and meal and rest period premium; and

g. willfully failing to reimburse Plaintiff and other aggrieved employees in California for all necessary business expenses incurred in the performance of their job duties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other similarly situated persons, pray for the following relief:

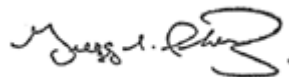
- A. Designation of this action as a collective action on behalf of the Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b);
- B. A declaratory judgment that the practices complained of herein are unlawful under the FLSA;
- C. An award of damages, according to proof, including liquidated damages, to be paid by Defendant;
- D. Civil penalties under PAGA for each violation of the California Labor Code alleged herein;
- E. Pre-judgment and post-judgment interest, as provided by law;
- F. Attorneys' fees and costs of action incurred herein, including expert fees;
- G. Payment of a service award to Plaintiff, in recognition of the services she has rendered, and will continue to render, to the FLSA Collective; and
- H. Such other relief as this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury on all questions of fact raised by this Collective Action Complaint.

Dated: April 11, 2025
Boca Raton, FL

Respectfully submitted,



Gregg I. Shavitz (Bar No. 11398)
Paolo C. Meireles (Bar No. 91551)
Tamra C. Givens (Bar No. 657638)
SHAVITZ LAW GROUP, P.A.
622 Banyan Trail, Suite 200
Boca Raton, FL 33431
Telephone: (561) 447-8888
Facsimile: (561) 447-8831

Attorneys for Plaintiff and the Putative Collective

EXHIBIT A

CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s), Angel Oak Mortgage and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.



Signature

ANAHITA BANIHASHEMI

Print Name