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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Amy Woolf, Deputy Clerk

Attorneys for Plaintiff ISSA SAKHEL, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former aggrieved employees.

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

ISSA SAKHEL, on behalf of himself and all
others aggrieved employees,

Plaintiff,

v.

ONE WORLD BEEF, LLC, a California
Limited Liability Company; ONE WORLD
MEAT COMPANY, LLC, a California Limited
Liability Company; OWB PACKERS, LLC, a
California Limited Liability Company;
BRANDT BEEF L.L.C., a California Limited
Liability Company; ONE WORLD CATTLE
CO., LLC, a California Limited Liability
Company; ONE WORLD VENTURES, LLC, a
California Limited Liability Company; ERIC
BRANDT, an individual; and DOES 1- 50,
Inclusive,

Defendant,

Case No.

COMPLAINT

37-2021-00043571-CU-OE-NC

**1. Civil Penalties under the Private
Attorneys General Act (PAGA), Labor
Code § 2698, et seq.**

1 Plaintiff, ISSA SAKHEL, as a representative of the State of California and the Labor and
2 Workforce Development Agency (LWDA), on behalf of himself and all other current and former
3 aggrieved employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of Plaintiff and other aggrieved employees, to collect
7 civil penalties for Defendants' Labor Code violations.

8 2. Defendants and Employers, ONE WORLD BEEF, LLC, ONE WORLD MEAT
9 COMPANY, LLC, OWB PACKERS, LLC, BRANDT BEEF L.L.C., ONE WORLD CATTLE
10 CO., LLC, ONE WORLD VENTURES, LLC, and ERIC BRANDT (collectively referred to as
11 "Defendants") violated numerous wage and hour laws with respect to Plaintiff and other
12 aggrieved employees by failing to provide, for example: accurate and itemized wages statements,
13 payment for all hours worked (including regular wages and overtime), failure to provide a
14 minimum wage lawful meal periods, lawful rest periods, timely payment during employment,
15 failure to reimburse for expenses incurred during the course and scope of employment, and
16 payment upon separation of employment.

17 **PARTIES**

18 **The Plaintiff**

19 3. Plaintiff ISSA SAKHEL ("Plaintiff" or "SAKHEL") is, and at all times mentioned
20 herein, was a resident of the County of San Diego in the State of California.

21 4. Similarly aggrieved, former and/or current employees are those exempt and non-
22 exempt workers employed by Defendants during the relevant time period who were subject to the
23 same wage and hour policies and practices as Plaintiff, and thereby, suffered similar or
24 substantially similar violations (hereinafter "Aggrieved Employees").

25 **The Defendants**

26 5. Defendant ONE WORLD BEEF, LLC is a California limited liability company
27 which at all times mentioned herein, was an existing company doing business and employing
28 individuals in the County of San Diego, State of California.

1 6. Defendant ONE WORLD MEAT COMPANY, LLC is a California limited
2 liability company which at all times mentioned herein, was an existing company doing business
3 and employing individuals in the County of San Diego, State of California.

4 7. Defendant OWB PACKERS, LLC is a California limited liability company which
5 at all times mentioned herein, was an existing company doing business and employing individuals
6 in the County of San Diego, State of California.

7 8. Defendant BRANDT BEEF L.L.C. is a California limited liability company which
8 at all times mentioned herein, was an existing company doing business and employing individuals
9 in the County of Imperial, State of California.

10 9. Defendant ONE WORLD CATTLE CO., LLC is a California limited liability
11 company which at all times mentioned herein, was an existing company doing business and
12 employing individuals in the County of San Diego, State of California.

13 10. Defendant ONE WORLD VENTURES, LLC is a California limited liability
14 company which at all times mentioned herein, was an existing company doing business and
15 employing individuals in the County of San Diego, State of California.

16 11. Defendant ERIC BRANDT ("BRANDT") is an individual over the age of 18
17 years, and based on information and belief, was residing at all times mentioned herein in the
18 County of San Diego, State of California.

19 12. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
20 herein, Defendants, and each of them, exercised control over Plaintiff and Aggrieved Employees'
21 wages, hours, or working conditions.

22 13. The true names and capacities, whether individual, corporate, associate, or
23 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
24 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
25 amend this Complaint to insert the true names and capacities of said Defendants when the same
26 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
27 the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and are
28

1 therefore liable to Plaintiff as alleged hereinafter.

2 14. Plaintiff is informed and believes, and based thereupon alleges, that at all times
3 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
4 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
5 the other Defendants, and each of them, and in doing the things alleged herein, were acting at
6 least in part within the course and scope of said agency, employment, conspiracy, joint
7 employment, alter ego status, and/or joint venture and with the permission and consent of each of
8 the other Defendants.

9 15. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each
10 of them, including those Defendants named DOES 1-50, acted in concert with one another to
11 commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or coerced
12 one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further
13 informed and believes, and thereon alleges, that the Defendants, and each of them, including
14 those Defendants named as DOES 1-50, formed and executed a conspiracy or common plan
15 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged
16 herein done as part of and pursuant to said conspiracy, intended to and actually causing Plaintiff
17 harm.
18

19 16. Plaintiff is further informed and believes, and thereon alleges, that at all times
20 mentioned herein, Defendants and each of them, were and are the alter ego of each other, that
21 there exists a unity of interest and ownership between each of them, such that any individuality
22 and separateness between them have ceased. Plaintiff is informed and believe, and thereon
23 allege, that at all times mentioned herein, each Defendant exercised control and dominion over
24 each other with a disregard for the separate legal status of each entity in an attempt to commit
25 the violations set forth herein. Adherence to the separate existence of each Defendant would
26 permit an abuse of the corporate privilege and would sanction fraud and promote injustice.
27 Plaintiff is further informed and believes, and thereon alleges, that at all times mentioned herein,
28 Defendants operated a single integrated enterprise with joint ownership and/or management,

1 shared or common business operations, and shared or common control over Plaintiff and
2 Aggrieved Employees' employment.

3 17. Whenever and wherever reference is made in this Complaint to any act or failure
4 to act by a Defendant or co-defendant, such allegations and references shall also be deemed to
5 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

6 **JURISDICTION AND VENUE**

7 18. Venue is proper in San Diego County because Defendants maintain its locations
8 and transacts business in this county, the obligations and liability primarily arise in this county,
9 and work was primarily performed by Plaintiff and other Aggrieved Employees in this county.

10 19. The California Superior Court has jurisdiction over this matter. The individual
11 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for federal
12 court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional amount
13 required for diversity removal. Further, there is no federal question at issue as the issues herein
14 are based solely on California statutes and law, including, but not limited to, the California Labor
15 Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure, and
16 California Rules of Court.

17 **GENERAL ALLEGATIONS**

18 20. Defendants employed Plaintiff as a "Pricing Manager" from on or about August
19 1, 2014 to about May 17, 2021. Plaintiff's job duties consisted primarily of pricing beef,
20 scheduling and selling products. For more than half of Plaintiff's working time, Plaintiff did not
21 perform duties with discretion and judgment. Plaintiff did not have the authority to fire or hire
22 employees.

23 21. At all relevant times mentioned herein, Defendants employed Plaintiff and other
24 Aggrieved Employees as exempt and non-exempt employees. Aggrieved Employees mean and
25 refer to all persons who worked for Defendants as all exempt and non-exempt employees at any
26 time during the specified relevant time period and were subject to the same wage and hour
27 practices and policies as Plaintiff ("Aggrieved Employees").
28

1 22. Plaintiff is informed and believes, and thereon alleges that Defendants, and each
2 of them, controlled his wages, hours, and/or working conditions, and therefore, were Plaintiff's
3 employers.

4 23. On many occasions, Plaintiff and Aggrieved Employees would work more than 8
5 hours per day or 40 hours per week without overtime pay. Plaintiff and similarly Aggrieved
6 Employees would not receive all compensable work time or their work time was illegally
7 rounded. Plaintiff is informed and believes, and thereon alleges that similarly Aggrieved
8 Employees would be paid overtime at an illegally calculated rate.

9 24. Plaintiff is informed and believes, and thereon alleges that in an effort curtail labor
10 costs, Defendants regularly and consistently did not staff enough employees to provide sufficient
11 coverage to both maintain their business operations and provide legally mandated meal and rest
12 periods, despite reasonably foreseeable work load, so Plaintiff and similarly Aggrieved
13 Employees could not take complete, timely, and uninterrupted meal and rest breaks because
14 Defendants prioritized completion of daily duties ahead of meal and rest period compliance.

15 25. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
16 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
17 departments, divisions, commissions, boards, agencies or employees for violation of the code
18 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
19 behalf of himself or herself and other current or former employees pursuant to the procedures
20 specified in Labor Code section 2699.3.

21 26. For all provisions of the Labor Code except those for which a civil penalty is
22 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendants a
23 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
24 initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period
25 for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

26 27. Defendants' conduct during the PAGA period with respect to Plaintiff and the
27 Aggrieved Employees violates numerous Labor Code sections as detailed herein.
28

1 28. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and
2 hour violations under the California Labor Code and IWC Wage Orders.

3 29. At all relevant times mentioned herein, Defendants employed Plaintiff and other
4 Aggrieved Employees as exempt and non-exempt employees holding various positions and who
5 experienced the violations set forth in this Complaint.

6 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
7 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for
8 all hours worked, including the applicable minimum, regular, and overtime wages, and that they
9 were not receiving all wages earned for work that was required to be performed. In violation of
10 the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and Aggrieved
11 Employees for all hours worked. Accordingly, Defendants failed to pay Plaintiff and Aggrieved
12 Employees all earned minimum, regular, and/or overtime compensation.

13 31. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
14 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required
15 meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'
16 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In
17 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy
18 of not providing timely meal periods. Defendants failed to pay an additional hour of pay to
19 Plaintiff and Aggrieved Employees for late meal periods. As a result of Defendants' unlawful
20 policy and practice, Plaintiff and Aggrieved Employees did not receive all meal periods or
21 payment of one (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular rate
22 of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.

23 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
24 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required
25 rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'
26 regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In
27 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy
28

1 of not providing timely rest periods. Defendants failed to pay an additional hour of pay to Plaintiff
2 and Aggrieved Employees for each rest periods was not provided or was interrupted. As a result
3 of Defendants' unlawful policy and practice, Plaintiff and Aggrieved Employees did not receive
4 all required rest periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
5 Employees' regular rate of pay when they did not receive a timely, uninterrupted 10 minute off-
6 duty rest period.

7 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
8 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely
9 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
10 and certain Aggrieved Employees did not receive payment of all wages due, within permissible
11 time periods, upon separation of employment.

12 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
13 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
14 wage statements that accurately showed their actual hours worked, total hours worked, number
15 of hours worked at each hourly rate, gross and net wages earned, and correct employer
16 information in accordance with California law. In violation of the Labor Code, Plaintiff and
17 Aggrieved Employees were not provided with accurate itemized wage statements that accurately
18 reported their gross and net wages earned, total hours worked, each applicable rate of pay in effect
19 during the pay period with the corresponding number of hours worked, and the address of the
20 legal entity that is the employer, among other things.

21 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Defendants were required to maintain accurate records of the hours
23 worked by Plaintiff and Aggrieved Employees. In violation of the Labor Code, Defendants failed
24 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its
25 unfair rounding practices, among other things.

26 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
27 or should have known that Plaintiff and Aggrieved Employees were entitled to receive business
28

1 reimbursements for necessary expenditures incurred in connection with the performance and
2 execution of their job duties. Defendants required Plaintiff and Aggrieved Employees to use their
3 internet, computer, and at-home office space to conduct company business. In violation of the
4 Labor Code, Defendants failed to reimburse Plaintiff and Aggrieved Employees for these
5 business-related expenditures.

6 **FIRST CAUSE OF ACTION**

7 **(Civil Penalties Under the Private Attorneys General Act,**
8 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

9 37. By this complaint, Plaintiff brings this case as a representative action seeking
10 penalties for himself, the Aggrieved Employees, and the State of California in a representative
11 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an aggrieved
12 employee who was employed by Defendants and subject to at least one of the Labor Code
13 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
14 his notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,
15 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.
16

17 38. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
18 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
19 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
20 not to investigate, or after 65 days have passed without notice from the LWDA.

21 39. Prior to filing this complaint, on April 23, 2021 and July 20, 2021, Plaintiff gave
22 written notice of the specific provisions alleged to have been violated, including the facts and
23 theories to support the alleged violations, as required by Labor Code section 2699.3. The written
24 notice was given via certified mail to Defendants, and the LWDA by electronically filing the
25 notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case
26 number of LWDA-CM-830111-21. A true and correct copy of Plaintiff's notice to the LWDA
27 and Defendant(s), dated April 23, 2021 and July 20, 2021, are attached hereto as **Exhibit A**.
28

40. The LWDA has not provided Plaintiff with any notice that it intends to investigate

1 the violations as alleged in Plaintiff's PAGA notice.

2 41. More than 65 calendar days have elapsed since the postmark date on the notice.

3 42. California Labor Code §§2698-2699.5, in relevant part provides, "any provision
4 of this code that provides for a civil penalty to be assessed and collected by the Labor and
5 Workforce Development Agency...for a violation of this code, may, as an alternative, be
6 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
7 and other current or former employees pursuant to the procedures specified in Section 2699.3."

8 43. As an aggrieved employee, Plaintiff brings this civil action to recover civil
9 penalties for Defendants' Labor Code violations.

10 **FIRST VIOLATION**

11 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

12 44. Under California Labor Code §512(a), "An employer may not employ an
13 employee for a work period of more than five hours per day without providing the employee with
14 a meal period of not less than 30 minutes, except that if the total work period per day of the
15 employee is no more than six hours, the meal period may be waived by mutual consent of both
16 the employer and employee."

17 45. Defendants violated Labor Code § 512 by failing to provide Plaintiff, and other
18 qualifying employees who worked shifts of greater than five hours, meal periods within the first
19 five hours of the shifts worked. Defendants failed to pay Plaintiff one hour's pay at Plaintiff's
20 regular rate of pay for each day Defendants failed to provide a meal period in compliance with
21 section 512.

22 **SECOND VIOLATION**

23 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

24 46. Under California Labor Code §226.7(b), "An employer shall not require an
25 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
26 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission"

27 47. Industrial Welfare Commission (IWC) provides, "Every employer shall authorize
28

1 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
2 of each work period. The authorized rest period time shall be based on the total hours worked
3 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

4 48. Defendants failed to authorize and permit Plaintiff and other Aggrieved
5 Employees to take rest periods and mandated by the Wage Order.

6 49. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee
7 one additional hour of pay at the employee’s regular rate of compensation for each workday that
8 the meal or rest or recovery period is not provided.”

9 50. Defendants failed to pay Plaintiff and other Aggrieved Employees who were not
10 provided rest periods one hour of pay at their regular rate of pay.

11 **THIRD VIOLATION**

12 **(Failure to Provide Complete and Accurate Wage Statements,**
13 **in Violation of Labor Code Section 226)**

14 51. Under California Labor Code §226(a), an employer is legally obligated to provide
15 its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement
16 in writing...”

17 52. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
18 for Defendants’ Labor Code violations alleged herein, as well as attorney’s fees and costs, under
19 Labor Code § 2699.

20 **FOURTH VIOLATION**

21 **(Failure to Pay Overtime Wages)**

22 53. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an
23 employer is required to compensate employees for all overtime, which is calculated at one and
24 one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per
25 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
26 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
27 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
28

any workweek.

54. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

FIFTH VIOLATION

(Failure to Pay Minimum Wages)

55. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

56. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

SIXTH VIOLATION

(Failure to Timely Pay Wages During Employment)

57. Pursuant to California Labor Code § 204, for all labor performed between the 1st and 15th days of any calendar month, an employer is required to pay its employees between the 16th and 26th day of the month during which the labor was performed. California Labor Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar month, Defendants are required to pay their employees between the 1st and 15th day of the following calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the next regular payroll period.

58. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

SEVENTH VIOLATION

(Failure to Pay All Wages Due to Discharged and Quitting Employees)

59. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

60. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

EIGHTH VIOLATION

(Failure to Reimburse Business Expenses)

(Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 68.

61. Labor Code section 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

62. Defendants failed to indemnify Plaintiff and aggrieved employees for all necessary expenditures or losses incurred by Plaintiff and Aggrieved Employees in direct consequence of the discharge of their duties. Specifically, Defendants failed to indemnify Plaintiff and Aggrieved Employees for expenditures they incurred on their behalf, including, but not limited to use of computers, Wi-Fi, and space at home to conduct company business. In violation of the Labor Code, Defendants failed to reimburse Plaintiff and aggrieved employees for these business-related expenditures.

63. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial.

64. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved employees and the State of California for violations of Labor Code section 2802 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

65. Plaintiff, individually and on behalf of the aggrieved employees and the State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g) and Code of Civil Procedure section 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. For penalties in an amount according to proof;
2. For reasonable attorney's fees and costs pursuant to the PAGA; and
3. For such other and further relief as this Court may deem just and proper.

Dated: October 8, 2021

WORK LAWYERS, PC



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Attorneys for Plaintiff ISSA SAKHEL