

Case Management Conference
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Edgar Mendieta Caseres

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN

EDGAR MENDIETA CASERES, individually
and on behalf of others similarly situated,

Plaintiff,

vs.

CREATIVE OUTDOOR ENVIRONMENTS,
INC., a California corporation; EUGENE
EDWARD SEUS, an individual; HANNA
SEUS, an individual; and DOES 1 through 50,
inclusive,

Case No. **STK-CV-UOE-2025-0011823**

- 1. Failure to Provide Compliant Meal Periods**
- 2. Failure to Provide Compliant Rest Periods**
- 3. Failure to Pay for All Hours Worked**
- 4. Failure to Pay All Overtime Owed**
- 5. Failure To Reimburse Work-Related Expenses**
- 6. Wage Statement Penalties**
- 7. Waiting Time Penalties**
- 8. Violation of Unfair Competition Law**
- 9. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

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8. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as alleged herein occurred in Sacramento, California and Plaintiff suffered damages from such conduct within Sacramento, California.

9. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* § 2699(a).)

11. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person* acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

12. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held that a corporate employer's owners, officers and directors, are subject to civil penalties for the employer's failure to pay appropriate wages to its employees, and, since liability under either 558 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v. Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203 Cal.App.4th 1112, 1145-1146.

13. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of them, are subject to civil penalties for their failure to pay Plaintiff and the Aggrieved Employees, defined below, the appropriate wages as complained of herein and proximately caused the complaints, injuries, and damages alleged herein.

14. At all relevant times, Defendants, whether named or fictitious, was the agent, employee or other person acting on behalf of each other Defendant, and, in participating in the acts alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts of the other.

15. Each Defendant, whether named or fictitious, exercised control over Plaintiff's wages, working hours, and/or working conditions.

16. Each Defendant, whether named or fictitious, acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy, and the acts of each Defendant are legally attributable to the other Defendants.

FACTUAL ALLEGATIONS

17. Plaintiff was employed by Defendants from February 6, 2024 to February 2025 as a non-exempt landscaper.

18. Defendants failed to provide Plaintiff with compliant meal breaks because meal breaks were regularly missed, late or short because of severe understaffing.

19. In addition, Plaintiff had to remain on premises, on call and on duty for his meal breaks.

20. Despite not being provided with compliant meal breaks, Defendants did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

21. Defendants failed to provide Plaintiff with compliant rest breaks because Plaintiff had to remain on premises, on call and on duty for his rest breaks.

22. Despite not being provided with compliant rest breaks, Defendants did not pay premium pay for these missed breaks at Plaintiff's regular rate of pay.

1 23. Defendants failed to pay Plaintiff for all hours worked because Plaintiff had to
2 clock out for meal breaks but continue working because he had to stay on call, on premises and on
3 duty for his meal breaks. Therefore, Plaintiff is owed 30 minutes of unpaid time per shift.

4 24. Defendants failed to pay Plaintiff all overtime owed because Plaintiff regularly
5 worked in excess of eight hours in a day. Since the Plaintiff was required to perform work off the
6 clock, it follows that this time was often overtime. Thus, Plaintiff was not paid all overtime wages
7 owed.

8 25. Defendants required Plaintiff to purchase several pairs of work boots to perform his
9 work duties, but Defendants did not reimburse Plaintiff for these expenses.

10 26. Defendants failed to provide Plaintiff with accurate wage statements because the
11 wage statements issued to Plaintiff did not accurately list total wages owed and hours worked,
12 among other things.

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

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

23 29. Due to Defendants’ failure to pay all wages due to Plaintiff during their
24 employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff’s
25 employment as well. Therefore, Defendant is liable to Plaintiff for waiting time penalties.

26 **PAGA ALLEGATIONS**

27 30. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which
28 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development

1 Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through
2 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
3 or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

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

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

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

16 34. On April 3, 2025, Plaintiff provided written notice by online filing to the LWDA
17 and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been
18 violated by Defendants, including the facts and theories to support the alleged violations.

19 35. The Aggrieved Employees are defined as “All other nonexempt, hourly employees,
20 current and former, who were employed by Defendants from April 3, 2024 through final
21 disposition of this action.”

22 **FIRST CAUSE OF ACTION**

23 **Failure to Provide Compliant Meal Periods**

24 **By Plaintiff Against All Defendants**

25 36. Plaintiff incorporates by reference the paragraphs above.

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

1 hours per day without providing the employee with a second meal period of not less than 30
2 minutes”.

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

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

10 40. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

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

15 42. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day
16 a meal break was missed.

17 43. Plaintiff is therefore entitled to recover premium pay for missed meal breaks,
18 interest, penalties, attorney fees, and costs.

19 **SECOND CAUSE OF ACTION**

20 **Failure to Provide Compliant Rest Periods**

21 **By Plaintiff Against All Defendants**

22 44. Plaintiff incorporates by reference the paragraphs above.

23 45. Labor Code section 226.7 and the Wage Orders requires employers to authorize
24 and permit its employees to take rest periods based on the total hours worked daily at the rate of
25 10 minutes net per four hours or major fraction thereof.

26 46. Furthermore, “[d]uring rest periods employers must relieve employees of all duties
27 and relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*,
28 2 Cal. 5th 257, 269 (2016)).

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

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

49. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest break was missed.

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

THIRD CAUSE OF ACTION

Failure to Pay for All Hours Worked

By Plaintiff Against All Defendants

51. Plaintiff incorporates by reference the paragraphs above.

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

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

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

FOURTH CAUSE OF ACTION

Failure to Pay All Overtime Owed

By Plaintiff Against All Defendants

55. Plaintiff incorporates by reference the paragraphs above.

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

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

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

3 **FIFTH CAUSE OF ACTION**

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

5 **By Plaintiff Against All Defendants**

6 59. Plaintiff incorporates by reference the paragraphs above.

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

10 61. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged
11 herein.

12 62. Plaintiff is therefore entitled to reimbursement for all work-related expenses,
13 penalties, attorney fees, and costs.

14 **SIXTH CAUSE OF ACTION**

15 **Wage Statement Penalties**

16 **By Plaintiff Against All Defendants**

17 63. Plaintiff incorporates by reference the paragraphs above.

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

22 65. As alleged herein, the wage statements that Defendants issued to Plaintiff were
23 inaccurate and incomplete.

24 66. Defendants knowingly and intentionally issued wage statements that were
25 inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused
26 injury to Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

27 67. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney
28 fees, and costs.

1 **SEVENTH CAUSE OF ACTION**

2 **Waiting Time Penalties**

3 **By Plaintiff Against All Defendants**

4 68. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

16 **EIGHTH CAUSE OF ACTION**

17 **Violation of Unfair Competition Law**

18 **By Plaintiff Against All Defendants**

19 73. Plaintiff incorporates by reference the paragraphs above.

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

21 75. Defendants engaged in the unlawful prong of the Unfair Competition Law, which
22 included taking Plaintiff's tips.

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

26 77. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution
27 of all wrongfully withheld wages.

28 78. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section

1 1021.5.

2 **NINTH CAUSE OF ACTION**

3 **Private Attorneys General Act**

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

5 79. Plaintiff incorporates by reference the paragraphs above.

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

8 81. As alleged herein, Defendants' conduct violates numerous sections of the Labor
9 Code.

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

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

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

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

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

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

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

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1ST Cause of Action

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

2ND Cause of Action

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

3RD Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
2. Liquidated damages
3. Interest
4. Attorneys' fees
5. Costs

1 6. Other relief the court deems proper

2 4TH Cause of Action

3 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194

4 2. Interest

5 3. Attorneys' fees

6 4. Costs

7 5. Other relief the court deems proper

8 5TH Cause of Action

9 1. Reimbursement of all work-related expenses

10 2. Attorneys' fees

11 3. Costs

12 4. Other relief the court deems proper

13 6TH Cause of Action

14 1. Penalties pursuant to Labor Code section 226

15 2. Attorneys' fees

16 3. Costs

17 4. Other relief the court deems proper

18 7TH Cause of Action

19 1. Penalties pursuant to Labor Code section 203

20 2. Attorneys' fees

21 3. Costs

22 4. Other relief the court deems proper

23 8TH Cause of Action

24 1. Restitution of all wrongfully withheld wages

25 2. Attorneys' fees

26 3. Costs

27 4. Other relief the court deems proper

28 9TH Cause of Action

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- 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
- 2. Attorneys' fees
- 3. Costs
- 4. Other relief the court deems proper

DATED: August 21, 2025

CALIFORNIA UNITED LAW GROUP, P.C.

By: Jared R. Sohn
Jared R. Sohn
Attorney for PLAINTIFF

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: August 21, 2025

CALIFORNIA UNITED LAW GROUP, P.C.

By: Jared R. Sohn
Jared R. Sohn
Attorney for PLAINTIFF