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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

CV-24-009741

RAMIRO TORRES, EPIFANIO ALVAREZ
CASTANEDA, and GILBERTO LUNA,

Plaintiffs,

vs.

BORGES FARMS, CANDIDO BORGES an
individual; and DOES 1 through 50, inclusive,

Defendant(s),

) COMPLAINT FOR DAMAGES AND
) INJUNCTIVE RELIEF

1. FAILURE TO PAY MINIMUM WAGES;
2. FAILURE TO PAY OVERTIME WAGES;
3. FAILURE TO PROVIDE COMPLIANT MEAL AND REST PERIODS;
4. FAILURE TO FURNISH WAGE STATEMENTS;
5. FAILURE TO REIMBURSE WORK-RELATED EXPENSES;
6. FAILURE TO PAY VACATION HOURS UPON TERMINATION;
7. WAITING TIME PENALTIES;
8. FAILURE TO PROVIDE EMPLOYEE RECORDS;
9. RETALIATION;
10. UNFAIR BUSINESS PRACTICES (UCL);
11. PRIVATE ATTORNEYS GENERAL ACT (PAGA);
12. BREACH OF WARRANTY OF HABITABILITY;
13. RETALIATORY EVICTION; and
14. BANE ACT.

DEMAND FOR JURY TRIAL

Sandhu, Sonny S.

This case has been assigned to Judge _____
Dept. 24
Department _____ for all purposes including Trial.

1 Plaintiffs Ramiro Torres, Epifanio Castaneda, and Gilberto Luna (collectively "Plaintiffs")
2 allege in their Complaint against Defendants Borges Farms and Candido Borges (collectively
3 "Defendants") as follows:

4 **NATURE OF THE CASE**

5 1. Plaintiffs were employed as dairy workers and ranch hands at Defendants' dairy farm located
6 in Modesto, California. Plaintiffs labored on Defendants' dairy and also resided on the dairy in
7 housing provided by Defendants.

8 2. Defendant Borges Farms ("Borges Farms") is a large dairy farm owned and operated by
9 Defendant Candido Borges.

10 3. Plaintiff Ramiro Torres ("Plaintiff Torres") was employed at Defendants' dairy for
11 approximately five years. Throughout his employment, his job duties consisted of milking dairy
12 cows on the farm. Epifanio Castaneda ("Plaintiff Castaneda") was employed at Defendants' dairy
13 farm for approximately two years. Throughout his employment with Defendants, his job duties also
14 consisted of milking dairy cows on the farm. Plaintiff Gilberto Luna ("Plaintiff Luna") was
15 employed with Defendants for approximately three years. Plaintiff Luna began his employment as a
16 dairy worker, but approximately one year after he began employment, his employment position
17 changed to general ranch hand at the dairy. As a ranch hand, his job duties consisted of doing
18 anything that was needed on the farm, including but not limited to feeding the livestock, handling
19 farm equipment, handling and applying various herbicides, and covering shifts for other workers at
20 the dairy, as needed.

21 4. Throughout Plaintiffs' employment and at all relevant times to this Complaint, Defendants
22 failed to comply with their obligations under the California Labor Code and Industrial Welfare
23 Commission Order No. 14-2001 ("Wage Order 14"). Defendants' failure to comply with state law
24 includes, but is not limited to, failure to pay the state minimum wage, pay overtime compensation,
25 provide compliant meal and rest periods, furnish accurate itemized wage statements, reimburse
26 employees for work-related expenses, and pay vacation hours upon termination.

27 5. Plaintiffs also bring this action under the California Business and Professions Code (§17200,
28

1 *et seq.*, Unfair Competition Law) and seek penalties and injunctive relief under the Private
2 Attorneys General Act ("PAGA")

3 6. Additionally, Plaintiffs Torres and Castaneda allege Defendants unlawfully retaliated against
4 each of them.

5 7. Defendants also failed to provide Plaintiff Luna and Castaneda with a habitable dwelling and
6 unlawfully evicted Plaintiffs Torres and Castaneda.

7 PARTIES

8 8. Defendant Borges Farms is a dairy farm doing business in Stanislaus County. Its principal
9 address is 5148 W. Grayson Rd., Modesto, California, 95358.

10 9. Defendant Candido Borges resides and conducts business in Modesto, California. Defendant
11 Candido Borges is the owner of Borges Farms in Stanislaus County at 5148 W. Grayson Rd.,
12 Modesto, California, 95358. At all times relevant to this Complaint, Defendant Candido Borges was
13 acting directly or indirectly in the interest of Borges Farms, and caused the violations of the state
14 labor protections suffered by Plaintiffs and other employees of Borges Farms. Defendant Candido
15 Borges was Plaintiffs' employer and liable to them, as hereinafter alleged.

16 10. Defendant Candido Borges violated or caused the violations of California law alleged
17 herein while acting on behalf of Borges Farms and is liable for the PAGA penalties under California
18 Labor Code section 558.

19 11. Plaintiffs are unaware of the true names and capacities of the Defendants sued herein under
20 the fictitious names Does 1 through 20, inclusive. Plaintiffs will seek leave to amend this Complaint
21 to allege the true names and capacities of said Does when ascertained. Plaintiffs are informed and
22 believe and thereon allege that each of the Doe Defendants was responsible in some manner for the
23 occurrences and injuries alleged in this Complaint.

24 JURISDICTION AND VENUE

25 12. The Court has jurisdiction over this action pursuant to article VI, section 10 of the California
26 Constitution and Code of Civil Procedure section 410.10.

27 13. Venue is proper in this district pursuant to Code of Civil procedure section 395, subdivision
28

1 (a). The unlawful acts, as well as the course of conduct alleged herein, occurred in Stanislaus
2 County, continues to employ individuals in Stanislaus County, and is otherwise within this Court's
3 jurisdiction for purposes of service of process.

4 **FACTUAL BACKGROUND**

5 14. Borges Farms is a family-owned dairy farm located in Modesto, California. Borges Farms
6 maintains over 1,000 dairy cows used in production of milk for retail. Borges Farms also maintains
7 several agriculture fields on the dairy farm that it uses to grow feed for the dairy cows. Upon
8 information and belief, Borges Farms employs approximately eight (8) employees.

9 15. Defendant Candido Borges owns and operates Borges Farms. Upon information and belief,
10 Defendant Candido Borges implemented and oversaw Borges Farms' policies and procedures in
11 place related to employees' meal and rest periods, expense reimbursements, wage statements, and
12 payment of wages. Furthermore, at all relevant times Defendant Candido Borges managed and
13 oversaw the day-to-day operations of Borges Farms. Defendant Candido Borges supervised
14 Plaintiffs and other aggrieved employees and directed their work.

15 16. Plaintiff Torres began his employment with Defendants on or about January 19, 2019.
16 Defendant Candido Borges fired Plaintiff Torres on April 23, 2024. Throughout his employment,
17 his job duties consisted of milking dairy cows on the farm.

18 17. Plaintiff Castaneda was employed with Defendants for approximately two years. Defendant
19 Candido Borges fired Plaintiff Castaneda on June 10, 2024. Throughout his employment with
20 Defendants, his job duties consisted of milking dairy cows at the farm.

21 18. Plaintiff Luna was employed with Defendants from on or about September 1, 2021 to May
22 15, 2024. When he began his employment, his job duties consisted of milking dairy cows. However,
23 on or about November 2022, Defendant Candido Borges changed his position from dairy cow
24 milker to general ranch hand. In his position of ranch hand, Plaintiff Luna handled all aspects of
25 running the dairy, including but not limited to feeding the animals, handling agricultural equipment,
26 maintaining the fields owned and used by Defendants to grow feed for the dairy cows, interacting
27 with third party companies that harvested Defendants' fields on the dairy farm, and covering other
28

1 employee shifts, as needed. He did not oversee or otherwise manage any other employees in his
2 position of ranch hand.

3 19. California Rural Legal Assistance Foundation is a 501(c)(3) nonprofit organization, a
4 qualified support center under Business & Professions Code section 6213, and has served as counsel
5 of record for PAGA actions for at least five (5) years, as defined in Labor Code section 2699(c)(2).

6 20. On August 15, 2024, Plaintiff Torres sent a letter to Defendants requesting a copy of his
7 time and payroll records and of his personnel records. On September 11, 2024, Plaintiff Castaneda
8 sent a letter to Defendants requesting his time and payroll records and personnel records. On
9 September 30, 2024, Plaintiff Luna sent a letter to Defendants requesting his time and payroll
10 records and his personnel records.

11 21. To date, Defendants have not responded to Plaintiffs' request and have failed to provide any
12 Plaintiff with a copy of his respective time, payroll, and personnel records.

13 **Wages and Hours:**

14 22. Plaintiffs Torres and Castaneda, as well as other similarly aggrieved employees, worked a
15 split shift schedule that consisted of working two consecutive days and taking off two consecutive
16 days. On the first workday, Plaintiffs worked from 1:00 a.m. to 7:30 a.m. and again from 1:00 p.m.
17 to 7:30 p.m. On the second workday, they worked the same schedule beginning from 1:00 a.m. to
18 7:30 a.m. and again from 1:00 p.m. to 7:30 p.m. They were then off of work for the next two
19 consecutive days. When they returned to work, they would start again at 1:00 a.m. and repeat the
20 split shift work schedule for the next two consecutive days and so forth.

21 23. Plaintiffs Torres and Castaneda and others similarly situated did not have a set workweek.
22 They worked for two consecutive days and had two consecutive days off.

23 24. Plaintiff Luna also worked the split shift schedule when he began his employment with
24 Defendants. However, on or about November 2022, Defendant Candido Borges changed Plaintiff
25 Luna's employment position from dairy cow milker to general ranch hand. In this position as ranch
26 hand, his work schedule was from 5:00 a.m. to 6:00 p.m., six days per week. Even when he was
27 employed as a ranch hand, he frequently had to cover the work scheduled of other dairy cow
28 milkers working the split-shift schedule. This resulted in Plaintiff Luna working split shifts and

1 sometimes seven consecutive days per week. On information and belief, other aggrieved employees
2 who also worked as ranch hands had a similar schedule.

3 25. Defendants did not maintain any timekeeping system and did not require Plaintiffs or other
4 similarly situated employees to clock in and out of work, or track their time in any other way.
5 Plaintiffs and others similarly situated just reported to work at the set time.

6 26. Defendants paid Plaintiffs a fixed salary per pay period. Plaintiffs Torres and Castaneda
7 were paid \$900 via personal check and \$700 in cash, \$1,600 total each pay period. Plaintiff Luna
8 was paid \$900 via personal check each pay period.

9 27. Plaintiffs were paid semi-monthly on the first (1st) and fifteenth (15th) of each month.

10 28. Plaintiffs believe and thereon allege that Defendants willfully failed to pay overtime
11 compensation, as required by the California Labor Code and applicable IWC wage order.
12 Defendants' willfully paid Plaintiffs and other similarly situated employees a fixed salary that failed
13 to compensate them for all hours worked at least the minimum wage.

14 **Record Keeping:**

15 29. In addition to failing to keep accurate records pertaining to work hours and shifts,
16 Defendants also failed to maintain payroll records and records showing the names and addresses of
17 all employees as required by the Labor Code.

18 30. Plaintiffs believe and thereon allege that Defendants knowingly and intentionally failed to
19 provide accurate itemized wage statements each pay period to Plaintiffs and other aggrieved
20 employees. Defendants willfully failed to provide any wage statements whatsoever.

21 **Meal and Rest Breaks:**

22 31. Defendants failed to provide legally-compliant off-duty meal periods to Plaintiffs and
23 similarly situated employees working a split shift. Plaintiffs ate their lunch at home and the end of
24 the first shift of their split shift, six and a half hours after beginning work.

25 32. Plaintiff Luna received compliant meal periods when he worked as a ranch hand, but not
26 when Plaintiff Luna covered split shifts for the other workers. He also did not receive compliant
27 meal periods when he worked as a milker and had a split shift schedule.

1 33. Defendants failed to provide ten (10) minute rest breaks to Plaintiffs and other similarly
2 situated workers. Employees worked through their shift. They were allowed to use the restroom if
3 necessary, but had to return to work immediately.

4 34. Plaintiffs believe and thereon allege that Defendants willfully failed to pay Plaintiffs and
5 other similarly situated employees one-hour of premium wages for non-compliant rest and meal
6 periods.

7 **Out-of-Pocket Expenses:**

8 35. As part of their employment with Defendants, Plaintiffs needed certain equipment to carry
9 out the functions of their jobs. Defendants failed to provide Plaintiffs with the equipment necessary
10 to work at the dairy. As a result Plaintiffs purchased their own equipment, specifically boots,
11 gloves, and overalls. Plaintiffs incurred out-of-pocket expenses for these items, and, Plaintiffs
12 believe and thereon allege that, Defendants willfully failed to reimburse Plaintiffs for these
13 expenses.

14 36. Upon information and belief, other aggrieved employees at the dairy also incurred out-of-
15 pocket expenses for necessary work-related equipment, and were never reimbursed by Defendants
16 for these expenses.

17 **Vacation Days:**

18 37. Plaintiffs had accrued, and were entitled to, paid vacation days pursuant to Defendants'
19 vacation policy and California law.

20 38. When Plaintiff Torres began his employment with Defendants, Defendants informed him
21 orally that employees received eight (8) vacation days per year after one (1) year of working with
22 Defendants. Upon information and belief, according to Defendants' vacation policy, the eight
23 vacation days per year did not roll over. Employees were required to either take their vacation, or be
24 paid for the vacation days for that year, but the vacation days and pay did not accumulate yearly.
25 Upon information and belief, employees who did not use up their vacation days were entitled to an
26 additional \$1,000 of vacation pay for the year.

1 39. Plaintiff Torres typically used up his full vacation days in in the summer each year.
2 However, when Defendants terminated his employment in April, 2024, Plaintiff Torres still had not
3 used his eight days of vacation for that year.

4 40. Plaintiffs believe and thereon allege that Defendants terminated Plaintiff Torres and
5 willfully refused to pay his vacation days.

6 41. Plaintiff Castaneda also had his full eight days of vacation remaining for the year when he
7 was terminated in June 2024. Plaintiffs believe and thereon allege that Defendants also willfully
8 refused to pay Plaintiff Castaneda his vacation days after terminating him.

9 **Retaliation:**

10 42. On or about April 2024, Defendant Candido Borges demanded that Plaintiff Torres and
11 similarly situated employees work an extra hour per shift per day, or 1:00 a.m. to 8:30 a.m. and 1:00
12 p.m.to 8:30 p.m. Defendant Candido Borges refused to provide any additional pay for the extra
13 hours of work.

14 43. Plaintiff Torres complained to Defendant Candido Borges about this new proposed schedule
15 and asked to be paid for the additional hours of work. Rather than agreeing to pay the extra hours,
16 Defendant Candido Borges immediately terminated Plaintiff Torres and immediately served him
17 with an eviction notice. Plaintiff Torres was also not paid his vacation pay after he was terminated.

18 44. On or about June 2024, Plaintiff Castaneda began to feel ill at work. He began to feel nausea
19 when bending down to milk the cows. The dairy lacked adequate ventilation, and temperatures were
20 beginning to rise rapidly in June. As of result of not feeling well at work, Plaintiff Castaneda visited
21 the doctor and obtained a doctor's note to take sick days off from work to recover.

22 45. Upon requesting the sick days and presenting the doctor's note to Defendant Candido
23 Borges, Defendant Candido Borges immediately terminated Plaintiff Castaneda and immediately
24 evicted him.

25 46. Defendant Candido Borges paid Plaintiff Castaneda his last check of \$900, but failed to pay
26 him the cash amount of \$700 that Plaintiff Castaneda typically received. To date, Plaintiff
27 Castaneda is owed these wages. Defendants also failed to pay Plaintiff Castaneda his vacation pay
28 after he was terminated.

1 **Housing:**

2 47. Defendants provided Plaintiffs and similarly situated workers with employer-provided
3 housing on the dairy farm. Defendants did not have a written agreement in place with Plaintiffs
4 regarding the employer-provided housing. Plaintiffs had an oral agreement with Defendants to
5 receive housing on the dairy farm in exchange for their labor.

6 48. Plaintiffs and Defendants entered into a landlord-tenant relationship, subject to the
7 requirements and obligations set forth in county housing ordinances, state law, and federal law.

8 49. Upon information and belief, Defendant Candido Borges owned the housing provided to
9 Plaintiffs at all relevant times.

10 50. Plaintiff Torres resided in a 2 bedroom and 2 bathroom mobile home on the dairy during his
11 employment. Plaintiff Torres was residing in this home when Defendants terminated his
12 employment and immediately served him with a notice of eviction.

13 51. With respect to Plaintiffs Luna and Castaneda, the employer-provided housing they received
14 from Defendants was defective in many respects. Both Plaintiffs resided in a small two bedroom
15 and one bathroom house. The windows in the home were defective and not sealed properly,
16 resulting in excess moisture coming in through the windows. This led to the development of mold
17 throughout the home. The roof of the home also sagged downward towards the floor and fell in
18 parts. Plaintiffs Luna and Castaneda used tape to try to seal the windows and keep the roof from
19 sagging, to no avail.

20 52. The flooring in the home was also uneven, rotten, and defective. There were gaps and holes
21 throughout the floor of the home and in the bathroom the tub would noticeably sag down when
22 Plaintiffs stepped inside the tub to take a shower.

23 53. Neither Plaintiffs Luna nor Castaneda, nor anyone acting on their behalf, did anything to
24 cause, create, or contribute to the existence of the defective and dangerous conditions alleged
25 herein.

26 54. Plaintiffs Luna and Castaneda complained about the defects on multiple occasions and asked
27
28

1 Defendant Candido Borges to fix the defects, but Defendant Candido Borges failed to do so.
2 Defendant Candido Borges would either say he would fix the defects later, but never did, or he
3 would respond that he did not have enough money to fix the defects.

4 55. Defendants knew or should have known of the defective conditions of the house, but failed
5 and/or refused to correct said defects. Defendant Candido Borges sometimes visited Plaintiff Luna
6 at his home to give him instructions and orders related to his employment.

7 56. As a result of the aforementioned acts and omissions of Defendants, Plaintiffs Luna and
8 Castaneda were wrongfully deprived of their property right to a safe and habitable dwelling for the
9 duration of the time each spent living in the home. Therefore, as a proximate result of Defendants'
10 acts, Plaintiffs Luna and Castaneda have been damaged in an amount according to proof.

11 57. Plaintiff Castaneda resided in this home for approximately one year before being relocated
12 to a trailer on the same property. Plaintiff Castaneda was living in the trailer when he was
13 terminated and immediately evicted by Defendants.

14 58. Plaintiff Luna resided in this defective home throughout his employment with Defendants.

15 59. During Plaintiffs Luna and Castaneda's tenancy in the house, Plaintiffs Luna and Castaneda
16 should have received a dwelling with an equivalent market value of a habitable unit, in this case a
17 two bedroom and one bath home, provided in Modesto, California. The equivalent market value of
18 this unit would be in an amount according to proof.

19 **Intimidation and Violence:**

20 60. Defendant Candido Borges was known at work for his angry and violent outbursts at work.
21 He regularly yelled at workers and called the workers, including Plaintiffs, "fucking Mexicans." He
22 would lash out at the workers when he felt they were not being productive enough, or if they
23 refused to work longer hours without pay, or for any other problem at the dairy. His rage was
24 always directed at the workers.

25 61. On one occasion, Defendant Candido Borges was upset about the productivity of the milkers
26 at the dairy because, according to him, they were not working hard enough to produce more milk.
27 On this occasion he was talking to Plaintiff Luna, who was then employed as a ranch hand.
28 Defendant Candido Borges angrily noted that Plaintiff Luna was "buddies" with the milkers at the

1 dairy. Plaintiff Luna did not deny the allegation. Then, in a fit of anger against Plaintiff Luna and
2 the milkers, Defendant Candido Borges exclaimed he would kill him and the other milkers at the
3 dairy. He said he would bury them at the dairy beneath the cows, so no one would ever find their
4 bodies. He made the threat directly to Plaintiff Luna. Plaintiff Luna was afraid, but stayed quiet and
5 continued his work for fear of any further outbursts from Defendant Candido Borges.

6 62. On another occasion, when Plaintiff Castaneda had just began employment with Defendants,
7 Plaintiff Castaneda was performing his work milking the cows at the dairy when Defendant
8 Candido Borges entered the work area already visibly upset about something and yelling at the
9 milkers. At this time, Plaintiff Castaneda had not yet received his employer-provided housing as
10 promised by Defendants. Plaintiff Castaneda responded to Candido Borges' abuse, telling him to
11 stop yelling and that he still had not received his housing as promised by Defendants. He told
12 Defendant Candido Borges that if he did not receive his housing as promised, he would leave
13 employment. At this response, Defendant Candido Borges became enraged and punched Mr.
14 Castaneda on his chest. Plaintiff Castaneda was shocked and afraid, so he dropped the subject
15 immediately.

16 63. Plaintiffs lived in fear of Defendant Candido Borges' temper and threats. They tried to
17 ignore him and focus on their work, despite the physical and mental stress of working with a violent
18 employer.

19 **FIRST CAUSE OF ACTION**

20 (Failure to Pay the Minimum Wage for All Hours Worked)

21 (Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1197.2, and Wage Order 14)

22 (Against All Defendants)

23 64. Plaintiffs hereby incorporate by reference all paragraphs, as if fully set forth.

24 65. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiffs for all
25 hours worked. By their failure to pay compensation for each hour worked as alleged above,
26 Defendants willfully violated the provisions of section 1194, *et seq.* of the California Labor Code,
27 and the applicable Wage Order, which requires such compensation to non-exempt employees.
28

1 Accordingly, Plaintiffs are entitled to recover minimum wages for all non-overtime hours worked
2 for Defendants.

3 66. By and through the conduct described above, Plaintiffs have been deprived of their right to
4 be paid wages earned by virtue of their employment with Defendants.

5 67. By virtue of Defendants' unlawful failure to pay additional compensation to Plaintiffs for
6 their non-overtime hours worked, Plaintiffs suffered, and continue to suffer, damages in amounts
7 which are presently unknown to Plaintiffs, but which exceed the jurisdictional minimum of this
8 Court, and which will be ascertained according to proof at trial.

9 68. By failing to keep adequate time records required by California Labor Code section 1174(d),
10 Defendants have made it difficult to calculate the full extent of minimum wage compensation due
11 Plaintiffs.

12 69. Pursuant to Labor Code section 1194.2, Plaintiffs are entitled to recover liquidated damages
13 (double damages) for Defendants' failure to pay minimum wages.

14 70. Plaintiffs are entitled to seek recovery of all unpaid minimum wages, liquidated damages,
15 interest, and reasonable attorneys' fees and costs pursuant to Labor Code sections 218.5, 218.6,
16 1194(a), and 1194(2).

17 71. Defendant Candido Borges is individually liable under Labor Code section 558.1.

18 **SECOND CAUSE OF ACTION**

19 (For Failure to Pay Overtime Wages)

20 (Labor Code §§ 204, 510, 860, 1194, 1194.2, 1198, and Wage Order 14)

21 (Against All Defendants)

22 72. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.

23 73. Wage Order 14 specifies that, for employers with 25 or fewer employees, overtime
24 compensation must be paid to employees beginning on January 1, 2022. Per the Wage Order, in
25 2022 agricultural employees for employers with 25 or less employees were entitled to overtime
26 compensation after nine and one-half (9.5) hours of work in a workday or fifty five (55) hours of
27 work in a workweek. In 2023, agricultural employees for employers with 25 or less employees were
28 entitled to overtime compensation after nine (9) hours of work in a workday or fifty (50) hours of

1 work in a workweek. In 2024, agricultural employees for employers with 25 or less employees are
2 entitled to overtime compensation after eight and one-half (8.5) hours of work in a workday or forty
3 five (45) hours of work in a workweek. The overtime wage rate is one and one-half (1.5) times the
4 employee's regular rate of pay. The Wage Order prescribes a lower threshold for overtime
5 compensation for employers that employ 26 or more employees.

6 74. At all times herein mentioned, Defendants employed at least eight (8) employees. Plaintiffs
7 and similarly situated workers were non-exempt employees and subject to the overtime provisions
8 of Wage Order 14. Plaintiffs allege that, while working for Defendants, Plaintiffs and other
9 aggrieved employees worked days consisting of more than eight and one-half hours but Defendants
10 failed to pay overtime compensation in violation of the Wage Order. Plaintiffs are informed and
11 believe and thereon allege that Defendants willfully maintained a policy and/or practice of not
12 paying overtime wages for all the overtime hours they actually worked.

13 75. As a result of Defendants' failure to provide Plaintiffs with overtime pay in accordance with
14 California law, Plaintiffs and aggrieved employees have been deprived of wages due to them in
15 amounts to be proven at trial.

16 76. Pursuant to law, including Labor Code section 218.6, Plaintiffs are entitled to recover
17 prejudgment interest on the amount of overtime wages owed, in an amount to be proven at trial.

18 77. Pursuant to labor code section 1194, subdivision (a), Plaintiffs have not been paid overtime
19 compensation as required by the applicable Wage Order and Labor Code section 1198 and are
20 entitled to recover the full unpaid balance of such wages, interest thereon, reasonable attorneys'
21 fees, and the costs of suit.

22 78. Defendant Candido Borges is individually liable under Labor Code section 558.1.

23 **THIRD CAUSE OF ACTION**

24 (For Failure to Provide Compliant Meal and Rest Breaks)

25 (Labor Code §§ 226.7, 512, and Wage Order 14)

26 (Against All Defendants)

27 79. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.
28

1 80. Wage Order 14 states that an employer cannot employ worker for more than five (5) hours
2 without providing the employee with a meal period of not less than thirty (30) minutes. There is an
3 exception "when a work period of not more than six (6) hours will complete the day's work." In
4 such cases, the meal period may be waived only by "mutual consent" of the employer and the
5 employee.

6 81. Wage Order 14 also states that all employees shall "authorize and permit" employees to take
7 rest periods, "which in so far as practicable shall be in the middle of each work period. The
8 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
9 minutes net rest time per four (4) hours or major fraction thereof." Employers are prohibited from
10 requiring employees to work during their meal or rest periods. (Lab. Code § 226.7, subd. (b)).

11 82. Pursuant to Code section 226.7, subdivision (c), if an employer fails to provide an employee
12 a meal or rest period in accordance with an applicable statute or Wage Order, then the employer
13 must pay the employee one additional hour of pay at the employee's regular rate of compensation
14 for each day that the meal or rest period was not provided.

15 83. Defendants failed provide Plaintiffs and similarly situated dairy workers with meal and rest
16 periods as required by law.

17 84. Plaintiffs worked shifts long enough to be entitled to one or more rest periods, but
18 Defendants did not authorize or permit them to take any ten (10) minute rest periods.

19 85. Additionally, Plaintiffs regularly worked in excess of six hours during each segment of their
20 split shift in each day, but Defendants did not authorize or permit them to take any uninterrupted
21 thirty (30) minute meal periods.

22 86. Upon information and belief, other aggrieved employees were also denied their meal and
23 rest breaks.

24 87. Based on their conduct, Defendants are liable for an additional hour of pay for each day on
25 which a meal and rest period was not provided to Plaintiffs, as well as civil penalties and relief set
26 out in the prayer for relief.

27 88. Defendant Candido Borges is individually liable under Labor Code section 558.1.

28 **FOURTH CAUSE OF ACTION**

1 (For Failure to Furnish Wage Statements)

2 (Labor Code § 226)

3 (Against All Defendants)

4 89. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.

5 90. Labor Code section 226(a) requires an employer to provide each employee with an accurate
6 itemized statement each time wages are paid. This wage statement must show various matters,
7 including gross wages earned; total hours worked by the employee, with exceptions not relevant
8 here; all deductions; net wages earned; the inclusive dates of the period for which the employee is
9 paid; and all applicable hourly rates in effect during the pay period and the corresponding number
10 of hours worked at each hourly rate by the employee.

11 91. If an employer knowingly fails to comply with section 226, subdivision (a), then the
12 employee is entitled to recover the greater of all actual damages or \$50 for the initial violation and
13 \$100 for each subsequent violation, up to \$4,000. (Lab. Code, § 226, subd. (e)(1)).

14 92. Plaintiffs believe and thereon allege that Defendants knowingly and intentionally failed to
15 furnish any itemized wage statements to Plaintiffs and other similarly situated workers.

16 93. Plaintiffs further demand reasonable attorneys' fees and costs, pursuant to Labor Code
17 section 226, subdivision (e)(1).

18 94. Defendant Candido Borges is individually liable under Labor Code section 558.1.

19 **FIFTH CAUSE OF ACTION**

20 (For Failure to Reimburse Work-Related Expenses)

21 (Labor Code § 2802)

22 (Against All Defendants)

23 95. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.

24 96. Employers must indemnify their employees for all necessary expenditures or losses incurred
25 by the employees in direct consequence of the discharge of their duties..." (Lab. Code § 2802).

26 97. Plaintiffs and similarly situated employees purchased gloves, boots, and overalls because
27 they needed these items to perform their work at the dairy, thus incurring costs in the discharge of
28 their employment with Defendants.

1 98. Defendants willfully failed to indemnify or reimburse Plaintiffs and similarly situated
2 employees for these work-related expenditures and have therefore violated and continue to violate
3 California Labor Code section 2802.

4 99. As a result of Defendants' conduct, Plaintiffs and other aggrieved employees have
5 necessarily incurred substantial expenses and losses as a direct result of performing their job duties
6 for Defendants.

7 100. Plaintiffs seek any and all available remedies in an amount to be proven at trial, including
8 but not limited to reimbursement of all expenses incurred in the performance of their work duties,
9 interest, reasonable attorneys' fees and costs.

10 101. Defendant Candido Borges is individually liable under Labor Code section 558.1.

11 **SIXTH CAUSE OF ACTION**

12 (For Failure to Pay Vacation Hours Upon Termination)

13 (Labor Code § 227.3)

14 (Against Defendant Borges Farms)

15 102. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.

16 103. Labor Code section 227.3 provides in relevant part as follows: "[W]henever a contract for
17 employment or employer policy provides for paid vacations, and an employee is terminated without
18 having taken his vested vacation time, all vested vacation shall be paid to him as wages at his final
19 rate in accordance with such contract of employment or employer policy respecting eligibility or
20 time served."

21 104. The California Supreme Court has declared: "The right to a paid vacation, when offered in
22 an employer's policy or contract of employment, constitutes deferred wages for services rendered.
23 Case law from this state and others, as well as principles of equity and justice, compel the
24 conclusion that a proportionate right to a paid vacation 'vests' as the labor is rendered. Once vested,
25 the right is protected from forfeiture by section 227.3. On termination of employment, therefore, the
26 statute requires that an employee be paid in wages for a pro rata share of his vacation pay." (*Suastez*
27 *v. Plastic Dress-Up Co.* (1982) 31 Cal. 3d 774, 784).

1 105. Defendants violated Labor Code section 227.3 by failing to pay all vested "vacation"
2 wages to Plaintiffs Torres and Castaneda upon termination of their employment.

3 106. Defendants did not maintain a proper vacation accrual provision and did not properly pay
4 out vacation wages upon termination.

5 107. Upon information and belief, other aggrieved employees were also denied their vacation
6 pay after termination or resignation.

7 108. Pursuant to Labor Code section 227.3, Plaintiffs are entitled to recover from Defendants all
8 "vested" vacation wages that were unpaid and/or forfeited, as well as interests, costs, and attorneys'
9 fees.

10 **SEVENTH CAUSE OF ACTION**

11 (For Waiting Time Penalties)

12 (Labor Code §§ 201, 202, and 203)

13 (Against All Defendants)

14 109. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.

15 110. Defendants willfully and intentionally failed to pay plaintiffs and similarly situated
16 aggrieved employees all outstanding wages due upon separation from employment with
17 Defendants, in violation of Labor Code sections 201, 202, and 203.

18 111. To date, Defendants have failed to pay Plaintiffs and other aggrieved employees their
19 wages owed including but not limited to, payment for all hours worked, minimum and overtime
20 wages, premium pay for denied meal and rest periods, and payment for vested vacation days.

21 112. By failing to compensate Plaintiffs and other aggrieved employees who have quit, been
22 discharged, or ceased to have employment as required under the Labor Code and Wage Order 14,
23 Defendants have willfully failed to make timely payment of the full wages due to their former
24 employees in violation of Labor Code sections 201 and 202.

25 113. Under Labor Code section 203, Plaintiffs are entitled to waiting time penalties up to thirty
26 (30) days' wages. Plaintiffs also request that the court order appropriate declaratory relief.

27 114. Defendant Candido Borges is individually liable for violations of Labor Code section 203,
28 pursuant to Labor Code section 558.1.

1 **EIGHTH CAUSE OF ACTION**

2 (For Failure to Provide Employee Records)

3 (Labor Code §§ 226, 1198.5, 432)

4 (Against All Defendants)

5 115. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.

6 116. On August 15, 2024 Plaintiff Torres sent a letter to Defendants requesting a copy of his
7 time and payroll records and of his personnel records. On September 11, 2024, Plaintiff Castaneda
8 sent a letter to Defendants requesting his time and payroll records and personnel records. On
9 September 30, 2024, Plaintiff Luna sent a letter to Defendants requesting his time and payroll
10 records and his personnel records.

11 117. To date, Defendants have not responded to Plaintiffs' request and have failed to provide
12 any Plaintiff with a copy of his respective time, payroll, and personnel records, in violation of Labor
13 Code §§ 226(b), 1198.5, 432, and Wage Order 14.

14 118. Labor Code section 226(f) provides that if an employer fails to permit a former employee
15 to inspect or copy time and payroll records within twenty one (21) days of the request, then the
16 employee is entitled to recover \$750 from the employer.

17 119. Labor Code section 1198.5(k) provides that if an employer fails to permit a former
18 employee to inspect or copy personnel records within thirty (30) days of receipt of the request, then
19 the employee is entitled to recover \$750 from the employer.

20 120. Plaintiffs seek to recover the damages set forth in Labor Code sections 226(f) and
21 1198.5(k).

22 121. Defendant Candido Borges is individually liable for violations of Labor Code section 226,
23 pursuant to Labor Code section 558.1.

24 **NINTH CAUSE OF ACTION**

25 (For Retaliation as to Plaintiffs Torres and Castaneda)

26 (Labor Code §§ 1102.5, 233)

27 (Against All Defendants)

28 122. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.

1 123. Under Labor Code section 1102.5, an employer may “not retaliate against an employee for
2 disclosing information [...] to a person with authority over the employee [...]” (Lab. Code §
3 1102.5(b)). Employers also cannot “retaliate against an employee for refusing to participate in an
4 activity that would result in a violation” of the law. (Lab. Code § 1102.5(c)).

5 124. In addition to other remedies available, an employer who violates this section is liable for a
6 civil penalty not exceeding \$10,000.00 per employee for each violation of this section to be
7 awarded to the employee who was retaliated against. (Lab. Code § 1102.5(f)(1)).

8 125. Plaintiff Torres complained about not receiving any additional payment for additional
9 hours of work. He also refused to work more hours without additional pay. He made this disclosure
10 to Defendant Candido Borges. Immediately upon complaining, Defendants terminated his
11 employment and proceeded to evict him from employer-provided housing.

12 126. Under Labor Code section 233, an employer may “not deny an employee the right to use
13 sick leave or discharge [...] an employee for using, or attempting to exercise the right to use, sick
14 leave to attend an illness.” (Lab. Code § 233(c)).

15 127. Employees aggrieved by a violation of this section are entitled to one day’s pay and to
16 appropriate equitable relief. (Lab. Code § 233(c)).

17 128. Plaintiff Castaneda became ill and sought medical treatment on or about June 2024. He
18 obtained a doctor’s note advising that he take days off of work to recover. Upon presenting the note
19 to Defendant Candido Borges and requesting paid sick days, Defendants immediately terminated
20 Plaintiff Castaneda and evicted him from employer-provided housing. Defendants also failed to pay
21 him his full wages in his final paycheck.

22 129. Plaintiffs seek one day’s pay, penalties, injunctive relief, and attorneys’ fees and costs.

23 **TENTH CAUSE OF ACTION**

24 (For Unfair Business Practices)

25 (Bus. & Prof. Code § 17200, *et seq.*)

26 (Against All Defendants)

27 130. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.
28

1 131. Plaintiffs bring this claim on behalf of themselves and similarly situated employees,
2 alleging that Defendants have acted contrary to public policy, violated specific provisions of the
3 California Labor Code, and engaged in other unlawful and unfair business practices in violation of
4 California Business and Professions Code sections 17200, *et seq.*, depriving Plaintiffs and all
5 persons similarly situated of rights, benefits, and privileges guaranteed under law. Specifically,
6 Defendants have:

- 7 a. Failed to pay the minimum wage for every hour worked, contrary to Labor Code §§
8 1182.12 – 1182.13, 1194, 1197, and Wage Order 14 (8 Cal. Code Regs. § 11140);
- 9 b. Failed to pay overtime premiums; contrary to the applicable provisions of the Labor
10 Code § 1198 and Wage Order 14 (8 Cal. Code Regs. § 11140);
- 11 c. Failed to provide and authorize meal and rest periods as required by Labor Code §
12 226.7 and Wage Order 14 (8 Cal. Code Regs. § 11140);
- 13 d. Failed to provide accurate itemized wage statements and maintain complete and
14 itemized wage statements, contrary to California Labor Code § 226;
- 15 e. Failed to maintain “payroll records” and “records showing the names and addresses
16 of all employees,” contrary to California’s record keeping requirements under
17 California Labor Code § 1174;
- 18 f. Failed to indemnify employees for work-related expenses incurred, in violation of
19 Labor Code § 2802;
- 20 g. Failed to provide paid sick days to employees and maintain required postings and
21 records regarding paid sick days, contrary to Labor Code §§ 246, 247, and 247.5;
- 22 h. Failed to pay out vested vacation hours upon termination, contrary to Labor Code §
23 227.3;
- 24 i. Failed to provide written information to employees upon hire regarding payroll, sick
25 days, and workers’ compensation, among other information, contrary to Labor Code
26 § 2810.5;

- j. Failed to provide Plaintiffs, upon written request, their records relating to their employment, including time and payroll records and personnel records, contrary to Labor Code § 226, 1198.5, and 432; and
- k. Failed to pay all wages when due and waiting time penalties, in violation of Labor Code §§ 201-203.

132. Plaintiffs allege that at all times material to this action, Defendants' conduct injured their interests by depriving them of their rights as workers and by causing them, and other aggrieved employees, economic harm through deprivation of wages and other monies owed to them.

133. By perpetuating these unfair business practices, Defendants received funds that rightfully belong to Plaintiffs and other aggrieved employees. These unlawfully obtained funds have allowed Defendants to generate more profits than they otherwise would have obtained had they complied with California law, ultimately resulting in Defendants' unjust enrichment.

134. These unlawfully obtained funds also constitute an unfair advantage over Defendants; legitimate business competitors. Defendants gained this advantage at the expense of Plaintiffs and similarly situated employees and the public at large.

135. Through this claim, Plaintiffs seek all appropriate relief as may be necessary to restore Defendants' ill-gotten gains to all employees who were adversely affected by these unfair and unlawful business practices.

136. Plaintiffs request that the Court issue an order enjoining the unlawful and/or unfair activities as alleged herein and requiring Defendants to pay restitution to Plaintiffs and similarly situated workers due to Defendants unlawful and/or unfair activities, pursuant to Cal. Business and Professions Code section 17200, *et seq.*

137. In addition, because Plaintiffs are enforcing important rights affecting the public interest within within the meaning of California Code of Civil Procedure section 1021.5, they seek payment of attorneys' fees associated with this suit.

ELEVENTH CAUSE OF ACTION

(For Violation of California's Private Attorneys General Act)

(Labor Code § 2699, *et seq.*)

(Against All Defendants)

138. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.

139. Plaintiffs bring this claim on behalf of themselves and all aggrieved employees and/or on behalf of similarly situated employees, as well as the general public of the State of California.

140. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3. These civil penalties are in addition to any other relief available under the California Labor Code.

141. Plaintiffs allege that Defendants have violated the following provisions of the California Labor Code and IWC Wage Order that are actionable through the California Labor Code and PAGA:

- a. Failure to pay the minimum wage (Lab. Code §§1197, 1197.1);
- b. Failure to pay overtime wages (Lab. Code §§ 204, 510, 860, 1194, 1194.2, 1198);
- c. Failure to provide accurate itemized wage statements (Lab. Code § 226);
- d. Failure to maintain records (Lab. Code §§ 1174, 1174.5);
- e. Failure to provide mandated meal and rest periods (Lab. Code §§ 226.7, 512);
- f. Failure to reimburse for work-related expenses (Lab. Code § 2802);
- g. Failure to pay vacation hours (Lab. Code § 227.3); and
- h. Failure to provide paid sick days, post required information required sick days, and maintain records regarding sick pay (Lab. Code §§ 246, 247, 247.5).

142. Defendant Candido Borges is individually liable for civil penalties under Labor Code section 558.

143. Plaintiffs were employed by Defendants and suffered one or more violations during their employment. Plaintiffs are therefore aggrieved employees as defined by Labor Code section 2699(c)(1).

1 144. California Rural Legal Assistance Foundation is a 501(c)(3) nonprofit organization, a
2 qualified support center under Business & Professions Code section 6213, and has served as counsel
3 of record for PAGA actions for at least five (5) years, as defined in Labor Code section 2699(c)(2).

4 145. Upon information and belief, Defendants did not employ at least one hundred (100)
5 employees in total during the relevant time period and Plaintiffs and other aggrieved employees
6 have not been made whole. (Lab. Code § 2699.3(c)(f)).

7 146. Pursuant to Labor Code section 2699(f)(2)(a), the civil penalty recoverable in a PAGA
8 action is that of one hundred dollars (\$100) for each aggrieved employee per pay period. The civil
9 penalty is fifty dollars (\$50) for each aggrieved employee per pay period for isolated, nonrecurring
10 violations. (Lab. Code § 2699(f)(2)(a)(ii)). The civil penalty is two hundred dollars (\$200) for each
11 aggrieved employee per pay period if within the last five years there was a finding or determination
12 to the employer that its practices were unlawful or the employer engaged in “malicious, fraudulent,
13 or oppressive” conduct. (Lab. Code § 2699(f)(2)(b)).

14 147. Plaintiffs seek the maximum civil penalties permitted by law for Defendants’ violations of
15 the Labor Code and IWC Wage Order 14. The Court is authorized to exercise the same discretion as
16 the Labor and Work Place Development Agency (“LWDA”), subject to the same limitations and
17 conditions, to assess a civil penalty. (Lab. Code § 2699(e)(1)).

18 148. Plaintiffs also request to be “awarded injunctive relief in a civil action pursuant to the
19 procedures specified in Section 2699.3 filed on behalf of the employee and other current or former
20 employees against whom a violation of the same provision was committed.” (Lab. Code §
21 2699(k)(1)). PAGA permits Plaintiffs to seek injunctive relief under the same conditions and
22 limitations as the Labor Commissioner. (Lab. Code §§ 2699(e)(1); 2699(k)(1)). This Court is
23 authorized to exercise the same discretion, subject to the same limitations and conditions, to award
24 injunctive relief. (Lab. Code § 2699(e)(1)).

25 149. Plaintiffs seek injunctive relief under Labor Code section 1194.5, under which the
26 Legislature specifically authorized the Labor Commissioner to seek injunctive relief for future
27 violations of the Labor Code and Wage Orders. As set forth above, Defendants willfully failed to
28 pay minimum wage; pay overtime; provide compliant rest and meal periods and pay respective

1 premium wages; provide accurate itemized wage statements; maintain records; pay vacation when
2 an employee is terminated or quits; and reimburse employees for employment related expenses.
3 Given Defendants' willful violations, Plaintiffs seek injunctive relief against any further violations
4 of the Labor Code and Wage Order.

5 150. Plaintiffs also seek attorneys' fees and costs pursuant to Labor Code section 2699(k)(1).

6 151. On September 6, 2024, Plaintiffs provided written notice via the online submission system
7 to the LWDA and via certified mail to Defendants regarding the specific provisions of the Labor
8 Code that Plaintiffs allege Defendants violated, including facts and theories to support their
9 allegations. On September 26, 2024, Plaintiffs amended their written notice to include additional
10 Plaintiffs and allegations to their written notice, and provided the amended notice to the LWDA via
11 the online submission system and via certified mail to Defendants.

12 152. Upon information and belief, Defendants have taken no reasonable steps to come into
13 compliance with the provisions identified in the written notice.

14 153. As of the date of this Complaint, the LWDA has not provided written notice that it intends
15 to investigate Plaintiffs' allegations. Accordingly, Plaintiffs have satisfied the administrative
16 prerequisites of Labor Code section 2699.3 to bring an action to recover penalties against
17 Defendants.

18 154. Plaintiffs and other current and former employees have been harmed as set forth above and
19 request relief as hereafter provided.

20 **TWELFTH CAUSE OF ACTION**

21 (For Breach of Warranty of Habitability as to Plaintiffs Luna and Castaneda)

22 (Civil Code §§ 1941, 1941.1; Health and Safety Code § 17920.3)

23 (Against All Defendants)

24 155. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.

25 156. Plaintiffs Luna and Castaneda had an oral agreement with Defendants for the occupancy of
26 a dwelling on the dairy farm. Defendants failed to provide Plaintiffs Luna and Castaneda with a
27 habitable dwelling. The home had mold due to the defective windows, a defective roof, and
28

1 defective flooring. Consequently, Defendants violated various statutes pertaining to the warranty of
2 habitability under California law.

3 157. Neither Plaintiffs Luna and Castaneda, nor anyone acting on their behalf, did anything to
4 cause, create, or contribute to the existence of the defective and dangerous conditions alleged
5 herein.

6 158. Defendants were aware of the defective and dangerous conditions of the dwelling and
7 failed to take all necessary steps to provide Plaintiffs Luna and Castaneda with a dwelling fit for
8 human habitation.

9 159. Plaintiffs Luna and Castaneda should have received a dwelling with the equivalent market
10 value of a habitable unit. The equivalent market value of this unit would be in an amount according
11 to proof.

12 160. As a direct and proximate result of Defendants' conduct alleged herein, the dwelling was
13 not in a condition fit for habitation and Plaintiffs Luna and Castaneda suffered damages, including
14 substantial discomfort, annoyance, economic loss, diminished use of the dwelling, and general
15 damages in an amount to be determined at trial.

16 **THIRTEENTH CAUSE OF ACTION**

17 (For Retaliatory Eviction as to Plaintiffs Torres and Castaneda)

18 (Civil Code § 1942.5)

19 (Against All Defendants)

20 161. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.

21 162. California Civil Code section 1942.5(d) prohibits retaliation against tenant's lawful and
22 peaceful exercise of "any rights under the law."

23 163. Defendants caused Plaintiff Torres to quit his home involuntarily after Plaintiff Torres
24 complained about having to work extra hours of work per day without additional pay and refused to
25 work more time without additional pay.

26 164. Defendants also caused Plaintiff Castaneda to quit his home involuntarily after Plaintiff
27 Castaneda became sick and requested time off of work to treat his illness.

1 165. As a direct and proximate cause of Defendants' conduct, Plaintiffs Torres and Castaneda
2 suffered special and general damages. In addition, Defendants' conduct was oppressive, malicious,
3 and done with the conscious disregard of the rights of Plaintiffs Torres and Castaneda. As such,
4 Defendants' conduct also justifies the imposition of punitive damages.

5 **FOURTEENTH CAUSE OF ACTION**

6 (For Violation of the Bane Act as to Plaintiff Castaneda)

7 (Civil Code § 52.1)

8 (Against All Defendants)

9 166. Plaintiffs hereby incorporate by reference all preceding paragraphs, as if fully set forth.

10 167. The Tom Bane Civil Rights Act is codified at California Civil Code section 52.1. Section
11 52.1(c) provides a private right of action for damages against any person who interferes or threatens
12 to interfere, "by threat, intimidation, or coercion," with the exercise or enjoyment of rights under
13 California or federal law. The California Supreme Court defines a Bane Act violation as "an
14 attempted or completed act of interference with a legal right, accompanied by a form of coercion."
15 (*Jones v. Kmart Corp.* (1998) 17 Cal.4th 329, 334.). "To obtain relief under Civil Code section
16 52.1, a plaintiff need not allege the defendant acted with discriminatory animus or intent; a
17 defendant is liable if he or she interfered with the plaintiff's [statutory] rights by the requisite
18 threats, intimidation, or coercion." (*O'Toole v. Superior Court* (2006) 140 Cal.App.4th 488, 502.).

19 168. Defendant Candido Borges violated the Bane Act when he physically hit Plaintiff
20 Castaneda after Plaintiff Castaneda asserted his right to a safe workplace free from abuse and when
21 he asserted his right to inquire about his employer-provided housing that Defendants had promised
22 to provide.

23 169. Plaintiff Castaneda is entitled to statutory damages under Civil Code section 52, injunctive
24 relief, and other appropriate equitable relief to protect the peaceable exercise or enjoyment of rights.
25 (Civ. Code § 52.1(c)). Pursuant to Civil Code section 52, the minimum amount of statutory
26 damages to be awarded pursuant to the Bane Act is four thousand dollars (\$4,000).

27 **PRAYER FOR RELIEF**

1 WHEREFORE, Plaintiffs pray for relief against all of the Defendants herein, and each of
2 them, as follows:

3 (1) Under the First Cause of Action:

- 4 a. Grant judgment against Defendants in favor of Plaintiffs and similarly situated
5 employees for violations of Labor Code §§1194, 1194.2, 1197, 1197.1, 1197.2, and
6 Wage Order 14.
- 7 b. Award Plaintiffs the unpaid balance of the full amount of minimum wages owed to
8 them and award Plaintiffs liquidated damages in the amount of the minimum wages
9 owed to them under California Labor Code §§ 1194, 1194.2, and 1197.
- 10 c. Award attorneys' fees and costs under Labor Code §1194(a).

11 (2) Under the Second Cause of Action:

- 12 a. Grant judgment against Defendants in favor of Plaintiffs and similarly situated
13 employees for violations of Labor Code §§ 204, 510, 860, 1194, 1194.2, 1198, and
14 Wage Order 14.
- 15 b. Award Plaintiffs the unpaid balance of the full amount of overtime and double time
16 wages.
- 17 c. Award attorneys' fees and costs under Labor Code § 1194(a).

18 (3) Under the Third Cause of Action:

- 19 a. Grant judgment against Defendants and in favor of Plaintiffs and similarly situated
20 employees for violations of Labor Code §§ 226.7, 512, and Wage Order 14.
- 21 b. Award Plaintiffs all premium payments owed for missed meal and rest periods in the
22 four years prior to this action.
- 23 c. Award attorneys' fees and costs under Labor Code § 1194(a).

24 (4) Under the Fourth Cause of Action:

- 25 a. Grant judgment against Defendants and in favor of Plaintiffs and similarly situated
26 employees for violations of Labor Code § 226.
- 27
- 28

1 b. Award Plaintiffs actual damages and statutory penalties in the amount of \$50 for the
2 first inadequate paystub, and \$100 for each subsequent one, up to the amount of
3 \$4,000 per employee, whichever is greater.

4 c. Award attorneys' fees and costs under Labor Code § 226.

5 (5) Under the Fifth Cause of Action:

- 6 a. Grant judgement against Defendants and in favor of Plaintiffs and similarly situated
7 employees for violations of Labor Code § 2802.
8 b. Award Plaintiffs restitution for all monies spent on work-related expenses in the four
9 year prior to this action.

10 (6) Under the Sixth Cause of Action:

- 11 a. Grant judgment against Defendants and in favor of Plaintiffs and similarly situated
12 employees for violations of Labor Code § 227.3.
13 b. Award Plaintiffs penalties and other relief as this Court deems appropriate.

14 (7) Under the Seventh Cause of Action:

- 15 a. Grant judgment in against Defendants and in favor of Plaintiffs and similarly situated
16 employees for violation of Labor Code §§ 201 and 202.
17 b. Award Plaintiffs damages pursuant to Labor Code § 203 in the amount of one day's
18 wages, up to a maximum of 30 day's wages, per employee who was terminated or
19 left their employment with Defendants without receiving all outstanding wages due
20 to them.

21 (8) Under the Eighth Cause of Action:

- 22 a. Grant judgment against Defendants and in favor of Plaintiffs for violations of Labor
23 Code §§ 226(b), 1198.5, and 432.
24 b. Award each Plaintiff damages pursuant to Labor Code §§ 226(f) and 1198.5(k) in the
25 amount of \$750 per Labor Code violation.

26 (9) Under the Ninth Cause of Action:

- 27 a. Grant judgment against Defendants and in favor of Plaintiffs Torres for violation of
28 labor Code § 1105.2.

- b. Grant judgment against Defendants and in favor of Plaintiff Castaneda for violation of Labor Code § 233.
- c. Award Plaintiff Castaneda one day's pay, whichever is greater, as well as equitable relief as the Court deems appropriate pursuant to Labor Code § 233(d).
- d. Award Plaintiff Torres a civil penalty of \$10,000 pursuant to Labor Code § 1105.2(f)(1).
- e. Award attorneys' fees and costs pursuant to Labor Code §§ 1102.5(j) and 233(e).

(10) Under the Tenth Cause of Action:

- a. Grant judgment against Defendants and in favor of Plaintiffs and all similarly situated employees for violations of Cal. Business and Professions Code § 17200.
- b. Award Plaintiffs and similarly situated employees all wages that they were unlawfully deprived of due to Defendants' unfair business practices.
- c. Award attorneys' fees and costs pursuant to California Code of Civil Procedure § 1021.5, as the Plaintiffs are enforcing an important right affecting the public interest.

(11) Under the Eleventh Cause of Action:

- a. Grant judgment against Defendants and in favor of Plaintiffs and similarly situated employees for violations of the Private Attorney General Act, Labor Code § 2699, *et seq.*
- b. Award Plaintiffs and aggrieved employees penalties pursuant to Labor Code § 2699(f).
- c. Award Plaintiffs and aggrieved employees injunctive relief pursuant to Labor Code § 2699(e)(1).
- d. Award attorneys' fees and costs pursuant to Labor Code 2699(k)(1).

(12) Under the Twelfth Cause of Action:

- a. Grant judgment against Defendants and in favor of Plaintiffs Luna and Castaneda for violations of Civil Code §§ 1941, 1941.1 and Health and Safety Code § 17920.3.
- b. Award actual damages in an amount to be proven at trial.

(13) Under the Thirteenth Cause of Action:

1 a. Grant judgment against Defendants and in favor of Plaintiffs Torres and Castaneda
2 for violations of Civil Code § 1942.5.

3 b. Award Plaintiffs general and punitive damages in an amount to be proven at trial.

4 (14) Under the Fourteenth Cause of Action:

5 a. Grant judgment against Defendants and in favor of Plaintiff Castaneda for violation
6 of Civil Code § 52.1.

7 b. Award Plaintiff Castaneda statutory damages and equitable relief pursuant to Civil
8 Code § 52.

9 (15) Award Plaintiffs and similarly situated employees pre and post judgment interest as
10 allowed by law, including as allowed by California Civil Code §§ 3287(a) and 3289(b) and
11 California Labor Code §§ 218.6 and 1194, and/or any other applicable provision providing
12 for interest.

13 (16) Grant declaratory relief as appropriate.

14 (17) Coast all costs upon Defendants.

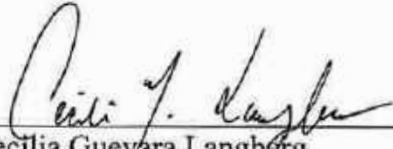
15 (18) Award Plaintiffs such further relief, at law or in equity, as this Court deems just and proper.

16 **REQUEST FOR JURY TRIAL**

17 Plaintiffs further requests a trial by jury on all issues properly belonging before a jury.

20 DATED: November 26, 2024

**CALIFORNIA RURAL LEGAL
ASSISTANCE FOUNDATION**

21
22 
23 Cecilia Guevara Langberg
24 Veronica Melendez
25 *Attorneys for Plaintiffs*

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