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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

RAFAEL SANTIAGO, an individual, and
MIGUEL GARCIA, an individual,

Plaintiffs,

v.

QUALITY CONSTRUCTION AND PAINTING,
LLC, a limited liability company, and DARIO
VILLICANA, an individual,

Defendants.

Case No. 25CV04225

SUMMONS

To: Quality Construction and Painting, LLC
Attention: Dario Villicana
1538 Eagle Cap St. SE
Salem, OR 97317

Dario Villicana
1538 Eagle Cap St. SE
Salem, OR 97317

You are hereby required to appear and defend the Complaint filed against you in the above entitled cause within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, plaintiffs will apply to the court for the relief demanded in the complaint.

NOTICE TO DEFENDANT: READ THESE PAPERS CAREFULLY!

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal document called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required

1 filing fee. It must be in proper form and have proof of service on the plaintiffs' attorney or, if the
2 plaintiffs do not have an attorney, proof of service on the plaintiffs.

3 If you have questions, you should see an attorney immediately. If you need help in
4 finding an attorney, you may contact the Oregon State Bar's Lawyer Referral Service online at
5 www.oregonstatebar.org or by calling (503) 684-3763 (in the Portland metropolitan area) or toll-
6 free elsewhere in Oregon at (800) 452-7636.

7 DATED this 22nd day of January, 2025.

8 

9 _____
10 Monet Gonnerman, OSB #224045
11 OREGON LAW CENTER
12 621 SW Morrison St., Suite 1450
13 Portland, OR 97205
14 Tel: (503) 473-8313
15 mgonnerman@oregonlawcenter.org

16 Attorney for Plaintiff

17 In the STATE OF OREGON, County of Marion:

18 I, the undersigned attorney of record for the plaintiff, certify that the foregoing is an exact
19 and complete copy of the original summons in the above entitled action.

20 

21 _____
22 Monet Gonnerman, Attorney for Plaintiff

23 TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby
24 directed to serve a true copy of this Summons, together with a true copy of Complaint in this
25 action, upon the individual or other legal entity to whom or which this Summons is directed, and
26 to make your proof of service upon a separate document and file with the court.



Monet Gonnerman, Attorney for Plaintiff

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QUALITY CONSTRUCTION AND
PAINTING, LLC, a limited liability
company, and DARIO VILLCANA, an
individual,

Defendants.

Case No. 25CV04225

COMPLAINT

Breach of Contract, Quantum Meriut, Oregon
Wage Claim, and Penalty Wages

SUBJECT TO MANDATORY
ARBITRATION

Prayer: \$24,301.31

For their complaint against Quality Construction and Painting, LLC, and Dario Villicana (collectively, “Defendants”), Rafael Santiago and Miguel Garcia (collectively, “Plaintiffs”) hereby allege as follows:

PARTIES, JURISDICTION AND VENUE

1.

Plaintiff Rafael Santiago is an individual residing in Marion County, Oregon.

2.

Plaintiff Miguel Garcia is an individual residing in Lincoln County, Oregon.

3.

Defendant Quality Construction and Painting, LLC, was and is a limited liability company doing construction and remodeling business in Oregon, with a registered address of

1 1538 Eagle Cap St. SE, Salem, Oregon 97317 in Marion County. Quality Construction and
2 Painting, LLC, conducts regular, sustained business activity in Marion County.

3 **4.**

4 Defendant Dario Villicana, an individual, was and is a registered member of Quality
5 Construction and Painting, LLC, and he resides at 1538 Eagle Cap St. SE, Salem, Oregon 97317.

6 **5.**

7 Jurisdiction and venue are proper in Marion County, Oregon, because this litigation arises
8 out of acts and omissions that took place in Marion County, because Defendant Quality
9 Construction and Painting, LLC's principal place of business is in Marion County, and because
10 Defendant Dario Villicana resided in Marion County at all relevant times.

11 **FACTUAL BACKGROUND**

12 **6.**

13 Defendant Dario Villicana runs a construction and remodeling business: Quality
14 Construction and Painting, LLC. Defendants contract with building owners to provide various
15 services at both residential and small commercial properties, including remodeling, painting, and
16 landscaping.

17 **7.**

18 A family friend, Fernando Lopez, worked as a team lead for Defendants and told Rafael
19 Santiago that Dario Villicana was looking for workers. Fernando Lopez, on Dario Villicana's
20 behalf, offered Rafael Santiago a job, and Rafael Santiago accepted. Rafael Santiago asked to be
21 paid \$25.00 per hour. Defendants did not object.

22 **8.**

23 Defendants employed Rafael Santiago from on or about December 4, 2023, to on or
24 about January 4, 2024.

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9.

From December 4, 2023, to December 8, 2023, Rafael Santiago worked forty-seven hours for Defendants at an office building located at 107 SE Swan Ave., Siletz, Oregon 97380 in Lincoln County.

10.

Rafael Santiago worked painting the offices. Defendants provided the painting supplies.

11.

Fernando Lopez, the team lead, and Dario Villicana supervised the work. For example, Fernando Lopez would tell Rafael Santiago what work needed to be done, or someone would leave a list for Rafael Santiago to complete.

12.

Defendants did not pay Rafael Santiago for the work. When Rafael Santiago asked about payment, he was told that a check had been written, but Rafael Santiago never received a check.

13.

After his first week of work, Defendants sent Rafael Santiago to a different jobsite: 5215 Logsdan Rd. (Country Rd. 410), Siletz, Oregon 97380 in Lincoln County.

14.

Defendants told Rafael Santiago that Defendants would pay him \$6,500.00 to complete the remodeling of a portion of the building.

15.

From December 11, 2023, to January 4, 2024, Rafael Santiago worked 135.5 hours at 5215 Logsdan Rd. (Country Rd. 410), Siletz, Oregon 97380, including one hour of overtime between December 11, 2023, and December 15, 2023.

16.

Defendants provided the materials for Rafael Santiago's work.

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17.

Rafael Santiago completed the majority of the remodeling project. He built new walls and painted them. All that remained was finishing the floors.

18.

At Defendants' request, Rafael Santiago regularly sent photographs of his progress to either Dario Villicana or to Fernando Lopez. Fernando Lopez would regularly check in on Rafael Santiago to see how the work was going or would text Rafael Santiago to ask for pictures.

19.

Rafael Santiago reached a point in the project where he was waiting for more materials. Rafael Santiago was told that Defendants would let him know when the materials were ready. Defendants never called Rafael Santiago back to finish the job. Rafael Santiago learned that Fernando Lopez had finished the project.

20.

Despite Rafael Santiago's requests to Fernando Lopez for his payment, Defendants never paid Rafael Santiago any wages.

21.

Defendants employed Miguel Garcia from on or about October 2, 2023, to on or about January 17, 2024.

22.

Defendants agreed to pay Miguel Garcia \$23.00 per hour.

23.

Miguel Garcia worked at six different locations throughout his employment with Defendants. In October and November 2023, he worked on a house at 2573 NE Crestview Ln., Newport, Oregon 97365 in Lincoln County. For four days in mid-October, he worked at a house at 59000 SW Hebo Rd, Grand Ronde, Oregon 97347 in Polk County. Then, he returned to work at the Newport house. Starting at the end of October and throughout the remaining duration of

1 his employment he split his time between 477 SW Ferry Ave., Siletz, Oregon 97380 and 107 SE
2 Swan Ave., Siletz, Oregon 97380 in Lincoln County. For one day in mid-November, he worked
3 at 5085 Windsor Island Rd N, Keizer, Oregon 97303 in Marion County. In early December he
4 spent some time working at 5215 Logsdan Rd. (Country Rd. 410), Siletz, Oregon 97380 in
5 Lincoln County. He worked at the different locations depending on where Dario Villicana
6 directed him to go on any given day.

7 **24.**

8 Miguel Garcia worked completing painting, remodeling, landscaping, and carpet
9 cleaning.

10 **25.**

11 Defendants provided the materials for the work.

12 **26.**

13 Dario Villicana supervised the work. For example, he would tell Miguel Garcia what
14 work to do the following day. Miguel Garcia would ask him questions, and Dario Villicana
15 would tell him what to do. At Defendants' request, Miguel Garcia regularly sent photographs of
16 his progress to Dario Villicana.

17 **27.**

18 Miguel Garcia also regularly texted Dario Villicana reporting two weeks at a time how
19 many hours he had worked. When he did receive payment, Miguel Garcia received it from Dario
20 Villicana. Once, Dario Villicana told Miguel Garcia to go to Dario's home address to pick up a
21 paycheck. When Miguel Garcia arrived, he discovered that Dario had failed to leave him a
22 check. Miguel Garcia received payment in the form of checks from Quality Construction, LLC.

23 **28.**

24 In total, Miguel Garcia worked 572 hours for Defendants, including 57 overtime hours.
25 For example, between October 16, 2023, and October 22, 2023, Miguel Garcia worked 46.5
26 hours.

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29.

On October 23, 2023, Defendants paid Miguel Garcia \$621.00. On November 4, 2023, Defendants paid him \$2,116.00. On November 18, 2023, Defendants paid him \$1,771.00. On December 11, 2023, Defendants paid him \$1,133.00. On December 17, 2023, Defendants wrote Miguel Garcia a final check for \$1,702.00. In total, Defendants paid Miguel Garcia \$7,343.00. Despite repeated messages asking to be paid, Defendants failed to pay Miguel Garcia for all of the hours worked.

30.

Dario Villicana would regularly send Miguel Garcia to hardware stores, such as Home Depot or Builders FirstSource, with a list of supplies for Miguel Garcia to purchase on his behalf. Dario Villicana told Miguel Garcia that he would repay him for the supplies.

31.

Defendants repaid Miguel Garcia for some supplies. However, Defendants failed to pay Miguel Garcia \$32.00 for outlet covers, \$100.74 for materials from Builders FirstSource, and \$56.67 for the rental of a steam rug shampooer and related supplies, as Defendants had agreed to. As a result, Defendants owe Miguel Garcia \$189.41 for supplies.

32.

At all relevant times, the standard minimum wage in Oregon outside the urban grown boundary and applicable in Benton, Clatsop, Columbia, Deschutes, Hood River, Jackson, Josephine, Lane, Lincoln, Linn, Marion, Polk, Tillamook, Wasco, Yamhill, and parts of Clackamas, Multnomah, & Washington counties was \$14.20 per hour.

33.

Plaintiffs, through their attorney, sent a written demand to Defendants for payment of gross unpaid wages on November 25, 2024. The letter set forth the allegations described herein, made a demand for payment, and notified Defendants of Plaintiffs' intent to pursue all legal remedies if Defendants failed to rectify their legal wrongdoings.

1 **FIRST CLAIM FOR RELIEF**

2 **Breach of Contract**

3 **(Rafael Santiago against All Defendants)**

4 **34.**

5 Plaintiffs reallege and incorporate all paragraphs above as if fully set forth herein.

6 **35.**

7 Plaintiff Rafael Santiago entered into a valid and enforceable contract under Oregon law
8 whereby Defendants agreed to pay Rafael Santiago for his labor at the first jobsite, completed
9 between December 4, 2023, and December 8, 2023.

10 **36.**

11 Rafael Santiago completed 47 hours of labor for Defendants in that week. Defendants
12 had agreed to pay Rafael Santiago \$25.00 per hour.

13 **37.**

14 Defendants materially breached the contract with Rafael Santiago by failing to pay his
15 wages as agreed.

16 **38.**

17 As a result, Defendants owe Rafael Santiago \$1,175.50.

18 **39.**

19 Pursuant to ORS 652.200(2) and ORS 20.082, Plaintiff is entitled to his reasonable
20 attorneys' fees.

21 **SECOND CLAIM FOR RELIEF**

22 **Breach of Contract**

23 **(Rafael Santiago against All Defendants)**

24 **40.**

25 Plaintiffs reallege and incorporate all paragraphs above as if fully set forth herein.

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41.

Plaintiff Rafael Santiago entered into a valid and enforceable contract under Oregon law whereby Defendants agreed to pay Rafael Santiago for his labor at the second jobsite.

42.

Defendants did not pay Rafael Santiago for any of his 135.5 hours of labor, including one hour of overtime, at the second jobsite.

43.

For his work at the first jobsite, Defendants had agreed to pay Rafael Santiago \$25.00 per hour. Further, \$25.00 per hour is a reasonable rate in the industry in Oregon for painting and remodeling services. \$25.00 per hour is a reasonable value of the services provided. At \$25.00 per hour, Rafael Santiago provided \$3,387.50 in value from his labor.

44.

Rafael Santiago provided a benefit to Defendants in the form of painting and remodeling services, fairly valued at \$3,387.50. He completed the majority of the work on a project that Defendants had contracted to complete. The labor was completed entirely for Defendants' benefit, and Rafael Santiago did not receive any resulting benefit. Defendants were aware of the benefit and were not mistaken in agreeing to receive the benefit.

45.

Defendants objectively manifested an understanding of the reasonable value of Rafael Santiago's services when they originally contracted to complete remodeling work at 5215 Logsden Rd. (Country Rd. 410), Siletz, Oregon 97380, when they paid other workers an hourly wage, and when they did not object to the quality of Rafael Santiago's work.

46.

Rafael Santiago may recover the reasonable value of his partial performance, and Defendants owe Rafael Santiago \$3,387.50.

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47.

Pursuant to ORS 652.200(2) and ORS 20.082, Plaintiff is entitled to his reasonable attorneys' fees.

THIRD CLAIM FOR RELIEF

Quantum Meruit

(Rafael Santiago against All Defendants in the alternative to the Second Claim)

48.

Plaintiffs reallege and incorporate all paragraphs above as if fully set forth herein.

49.

Defendants did not pay Rafael Santiago for any of his 135.5 hours of labor at the second jobsite.

50.

For his work at the first jobsite, Defendants had agreed to pay Rafael Santiago \$25.00 per hour. Further, \$25.00 per hour is a reasonable rate in the industry in Oregon for painting and remodeling services. \$25.00 per hour is a reasonable value of the services provided. At \$25.00 per hour, Rafael Santiago provided \$3,387.50 in value from his labor.

51.

Rafael Santiago provided a benefit to Defendants in the form of painting and remodeling services, fairly valued at \$3,387.50. He completed the majority of the work on a project that Defendants had contracted to complete. The labor was completed entirely for Defendants' benefit, and Rafael Santiago did not receive any resulting benefit. Defendants were aware of the benefit and were not mistaken in agreeing to receive the benefit.

52.

Defendants objectively manifested an understanding of the reasonable value of Rafael Santiago's services when they originally contracted to complete remodeling work at 5215

1 Logsden Rd. (Country Rd. 410), Siletz, Oregon 97380, when they paid other workers an hourly
2 wage, and when they did not object to the quality of Rafael Santiago's work.

3 **53.**

4 Upon information and belief, the Confederated Tribes of Siletz Indians contracted with
5 Defendants to complete the project and paid Defendants for the work. Defendants were unjustly
6 enriched by receiving these services and society's reasonable expectations would be defeated by
7 allowing Defendants to retain this benefit.

8 **54.**

9 Rafael Santiago may recover the reasonable value of the performance of his labor. To
10 prevent unjust enrichment, Defendants owe Rafael Santiago \$3,387.50.

11 **55.**

12 Pursuant to ORS 652.200(2), Plaintiff is entitled to his reasonable attorneys' fees.

13 **FOURTH CLAIM FOR RELIEF**

14 **Breach of Contract**

15 **(Miguel Garcia against All Defendants)**

16 **56.**

17 Plaintiffs reallege and incorporate all paragraphs above as if fully set forth herein.

18 **57.**

19 Plaintiff Miguel Garcia entered into a valid and enforceable contract under Oregon law
20 whereby Defendants agreed to pay Miguel Garcia \$23.00 per hour for his labor.

21 **58.**

22 Miguel Garcia worked 572 hours for Defendants, including 57 hours of overtime. He
23 only received \$7,343.00 in compensation.

24 **59.**

25 Defendants breached the contract with Miguel Garcia by failing to pay him all of his
26 wages as agreed.

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60.

As a result, Defendants owe Miguel Garcia \$6,497.00.

61.

Pursuant to ORS 652.200(2) and ORS 20.082, Plaintiff is entitled to his reasonable attorneys' fees.

FIFTH CLAIM FOR RELIEF

Breach of Contract

(Miguel Garcia against All Defendants)

62.

Plaintiffs reallege and incorporate all paragraphs above as if fully set forth herein.

63.

Plaintiff Miguel Garcia entered into a valid and enforceable contract under Oregon law whereby Defendants agreed to pay Miguel Garcia in exchange for the materials that he purchased.

64.

Dario Villicana regularly sent Miguel Garcia to hardware stores, including Home Depot or Builders FirstSource, with a list of items to purchase. Sometimes Miguel Garcia would text Dario Villicana while Miguel Garcia was at the store, sending pictures and confirming which item Dario Villicana wanted him to buy.

65.

In early December 2023, Dario Villicana sent Miguel Garcia to hardware stores on three separate occasions to purchase materials. As directed, Miguel Garcia used his own money to buy \$32.00 outlet covers, \$100.74 in materials from Builders FirstSource, and \$56.67 for the rental of a steam rug shampooer and related supplies.

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66.

Defendants breached the contract with Miguel Garcia by failing to pay him for the materials and tools as agreed.

67.

As a result, Defendants owe Miguel Garcia \$189.41 for supplies.

68.

Pursuant to ORS 20.082, Plaintiff is entitled to his reasonable attorneys' fees.

SIXTH CLAIM FOR RELIEF

Failure to Pay Minimum Wage – ORS 653.025

(All Plaintiffs against All Defendants in the alternative to the First, Second, Third, and Fourth Claims)

69.

Plaintiffs reallege and incorporate all paragraphs above as if fully set forth herein.

70.

During the course of Rafael Santiago's employment, Defendants failed to pay for 182.5 hours of labor in wages equal to or greater than \$14.20 per hour, the applicable minimum wage in Lincoln County. Defendants owe Rafael Santiago unpaid minimum wages in the amount of \$2,591.50.

71.

During the course of Miguel Garcia's employment, Miguel Garcia worked 572 hours total. At the rate of \$14.20, he earned \$8,122.40 in minimum wages. Defendants only paid Miguel Garcia \$7,343.00. Defendants owe Miguel Garcia unpaid minimum wages in the amount of \$779.40.

72.

Defendants failed to pay Plaintiffs at the Oregon minimum hourly rate for hours worked, in violation of ORS 653.025.

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73.

Pursuant to ORS 653.055, Plaintiffs are entitled to recover unpaid minimum wages and attorneys' fees and costs.

SEVENTH CLAIM FOR RELIEF
Failure to Pay Overtime – ORS 653.261
(All Plaintiffs against All Defendants)

74.

Plaintiffs reallege and incorporate all paragraphs above as if fully set forth herein.

75.

During the course of their employment, Plaintiffs worked in excess of forty (40) hours in at least one work week.

76.

Rafael Santiago worked a total of eight hours of overtime. Defendants owe him \$100.00 in unpaid overtime wages.

77.

Miguel Garcia worked a total of 57 hours of overtime. Defendants owe him \$655.50 in unpaid overtime wages.

78.

Defendants violated ORS 653.261 and its implementing rules when they failed to pay Plaintiffs overtime wages at a rate of time and one half their hourly wage rate for all hours worked for Defendants in excess of forty hours per work week.

79.

Plaintiffs are entitled under ORS 653.055 to recover the unpaid overtime wages and reasonable attorneys' fees and costs.

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1 **EIGHTH CLAIM FOR RELIEF**

2 **Failure to Pay Wages Due Upon Termination – ORS 652.150**

3 **(All Plaintiffs against All Defendants)**

4 **80.**

5 Plaintiffs reallege and incorporate all paragraphs above as if fully set forth herein.

6 **81.**

7 On or about January 4, 2024, Rafael Santiago’s employment with Defendants ended.

8 **82.**

9 On or about January 17, 2024, Miguel Garcia’s employment with Defendants ended.

10 **83.**

11 Defendants violated ORS 652.140 and its implementing rules by failing to pay Plaintiffs’
12 unpaid wages when due.

13 **84.**

14 Pursuant to ORS 652.150 and 653.055(1)(b), Defendants are liable to Plaintiffs for
15 penalty damages in an amount equal to 240 times their hourly rate for unpaid wages and
16 overtime wages. Defendants owe Rafael Santiago \$6,000.00 in penalty wages. Defendants owe
17 Miguel Garcia \$5,520.00 in penalty wages.

18 **85.**

19 Pursuant to ORS 652.200(2), Plaintiffs are entitled to reasonable attorneys’ fees.

20 **PRAYER**

21 Plaintiffs hereby prays to the Court for the following relief:

- 22 1. On the First Claim for Relief, \$1,175.50;
23 2. On the Second or Third Claim for Relief, \$3,387.50;
24 4. On the Fourth Claim for Relief, \$6,497.00;
25 5. On the Fifth Claim for Relief, \$189.41;

6. On the Sixth Claim in the alternative to the First, Second, Third, and Fourth Claims for Relief, \$2,591.50 in Rafael Santiago's unpaid minimum wages, and \$779.40 in Miguel Garcia's unpaid minimum wages;
7. On the Seventh Claim for Relief, \$100.00 in Rafael Santiago's unpaid overtime wages, and \$655.50 in Miguel Garcia's unpaid overtime wages;
8. On the Eighth Claim for Relief, \$6,000 in statutory damages for Rafael Santiago's unpaid wages, and \$5,520.00 in statutory damages for Miguel Garcia's unpaid wages, pursuant to ORS 653.055(1) and ORS 652.150;
9. Award Plaintiffs their reasonable attorneys' fees and costs pursuant to ORS 652.200(2) and ORS 653.055; and
10. Any other and further relief as the Court deems appropriate.

DATED this 21st day of January, 2025.

OREGON LAW CENTER

Monet Gonnerman

Monet Gonnerman, OSB No. 224045
mgonnerman@oregonlawcenter.org
Marisa Samuelson, OSB No. 144234
msamuelson@oregonlawcenter.org
621 SW Morrison St., Suite 1450
Portland, OR 97205
Telephone: 503-473-8313

Attorneys for Plaintiffs