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8 SUPERIOR COURT OF CALIFORNIA  
9 COUNTY OF CONTRA COSTA  
10 UNLIMITED JURISDICTION

11  
12 LILLIAN SANDOVAL,

13 Plaintiff,

14 v.

15 SALKHI FAMILY HOLDINGS, INC., and  
16 DOES 1 through 10, inclusive,

17 Defendants.

Case No.

**COMPLAINT FOR DAMAGES.**

1. Failure to Pay Wages/Minimum Wages
2. Failure to Pay Overtime Wages
3. Failure to Provide Duty Free Meal Periods and Rest Breaks
4. Failure to Reimburse for Business Expenses
5. Failure to Provide Proper Pay Stubs
6. Retaliation
7. Unfair Competition Law

1 Plaintiff, LILIAN SANDOVAL, alleges as follows:

2 **JURISDICTION, VENUE, AND PARTIES**

3 1. Plaintiff, LILLIAN SANDOVAL (“MS. SANDOVAL”) at all times relevant,  
4 worked in Richmond, Pinole, and El Cerrito located in Contra Costa County, California and  
5 sometimes in San Rafael, located in Marin County, California.

6 2. Defendant, SALKI FAMILY HOLDINGS, INC. (“SALKHI FAMILY  
7 HOLDINGS”) is, and at all relevant times has been, a company doing business within the state of  
8 California and its principal address is 1777 Abram Court, #1678, San Leandro, CA 94577.  
9 SANDOVAL was employed by SALKHI FAMILY HOLDINGS at all times relevant to this  
10 dispute. SALKHI FAMILY HOLDINGS owns gas stations in Richmond, Pinole, and El Cerrito  
11 located in Contra Costa County, and San Rafael in Marin County.

12 3. SALKHI FAMILY HOLDINGS owns the gas station named, Chevron, located in  
13 Richmond, California located at 4838 Macdonald Ave., Richmond, CA, 94805. SANDOVAL  
14 primarily worked at this particular gas station. SANDOVAL was required to work at this gas  
15 station.

16 4. SALKHI FAMILY HOLDINGS owns the gas station named Grand Gasoline  
17 located in Pinole, California located at 1390 San Pablo Avenue, Pinole, CA 94564.

18 5. SALKHI FAMILY HOLDINGS owns the gas station named Valero in El Cerrito,  
19 California located at 11687 San Pablo Ave., El Cerrito, CA 94530. SANDOVAL was required to  
20 work at this gas station.

21 6. SALKHI FAMILY HOLDINGS owns the gas station named, Chevron in El  
22 Cerrito, California located at 11319 San Pablo Ave., El Cerrito, CA 94530. SANDOVAL was  
23 required to work at this gas station.

24 7. SALKHI FAMILY HOLDINGS owns the gas station named, Chevron, located in  
25 San Rafael, California located at 440 3<sup>rd</sup> St., San Rafael, CA 94901. SANDOVAL was required  
26 to work at this gas station.

27 8. Plaintiff does not know the true names or capacities, whether individual, corporate,  
28 associate, or otherwise of Defendants sued herein as DOES 1 through 10, inclusive. Plaintiff sues

1 said Defendants by such fictitious names and will seek leave to amend this Complaint when the  
2 true names and capacities of said Defendants have been ascertained.

3 9. Jurisdiction and venue are proper because a substantial portion of the acts giving  
4 rise to Defendants' Liability occurred in the County of Contra Costa, California.

5 10. The amount in controversy herein exceeds \$25,000.00, and thus this matter is  
6 properly designated within the jurisdiction of this court.

### 7 GENERAL ALLEGATIONS

8 11. On or around December 4, 2018, SALKHI FAMILY HOLDINGS hired  
9 SANDOVAL as a sales associate at one of its gas stations at a rate of \$15 per hour.

10 12. SANDOVAL began working swing shifts and graveyard shifts for SALKHI  
11 FAMILY HOLDINGS at various gas stations it owned.

12 13. SANDOVAL typically worked 8-hour shifts. On some days, SALKHI FAMILY  
13 HOLDINGS required her to work more than 8-hours in a day.

14 14. Most always, SANDOVAL was the only worker at the gas station during her  
15 shifts.

16 15. SALKHI FAMILY HOLDINGS management instructed SANDOVAL, "don't  
17 ever stand around. If there is nobody in the gas station, you have to clean." This restricted  
18 SANDOVAL from taking bona fide duty free 30-minute meal periods and 10-minute rest periods.

19 16. The flow of customers in the gas station to which SANDOVAL worked was  
20 constant and many times, did not allow her to take a bona-fide duty free meal period in the day.

21 17. For example, customers of the gas station frequently entered the gas station. Most  
22 times, SANDOVAL was the only employee in the gas station and had no colleagues to relieve her  
23 from work and provide her a duty free break.

24 18. On at least one occasion, when SANDOVAL attempted to take a bona fide duty  
25 free rest period, she closed the gas stations doors so her break would not be interrupted. When  
26 SALKHI FAMILY HOLDINGS learned that SANDOVAL closed the doors, even to take a rest  
27 break, SALKHI FAMILY HOLDINGS management instructed her not to close the doors during  
28 business hours. Most all of the breaks she took were interrupted.

1           19.     Many times, after SANDOVAL began taking a lunch period or rest period, it  
2 would be interrupted by a customer coming in to the gas station or a vendor needing assistance  
3 from her.

4           20.     SALKHI FAMILY HOLDINGS management told SANDOVAL not to take  
5 breaks when no customers were in the gas station. Instead, SALKHI FAMILY HOLDINGS  
6 directed SANDOVAL to clean the gas station, go out to the parking lot and empty the trash cans,  
7 and restock items if there was a lull in the day, prohibiting her from taking any duty free bona-  
8 fide rest periods and meal breaks.

9           21.     SANDOVAL estimates that she was not provided a bona fide duty-free meal  
10 periods at least four times per work week, most weeks, five times per work week.

11          22.     SANDOVAL estimates that that she was not provided a bona fide-duty free rest  
12 period at least 8 times per week, most weeks, 10 times per week.

13          23.     SALKHI FAMILY HOLDINGS required SANDOVAL fill out a time sheet during  
14 each work week. The time sheets she filled out had a portion that required her to state that she  
15 took her rest periods and meal periods. If SANDOVAL filled out her timesheet truthfully and  
16 indicated that she did not take meal periods or rest periods, SALKHI FAMILY HOLDINGS  
17 management would chastise SANDOVAL that her timesheet was not filled out correctly.

18          24.     SALKHI FAMILY HOLDINGS would then require her to fill out the time sheet  
19 indicating she took the meal periods or rest periods, even when she did not. SALKHI FAMILY  
20 HOLDINGS management threatened SANDOVAL that if she did not indicate on her time sheet  
21 that she took her required meal periods and rest periods, it would withhold her pay. SANDOVAL,  
22 in fear of losing her job and not receiving her pay, succumbed to SALKHI FAMILY HOLDINGS  
23 management's unlawful time sheet requirement.

24          25.     SANDOVAL estimates that she was forced to incorrectly indicate that she took  
25 meal periods and rest periods each and every week of her employment at SALKHI FAMILY  
26 HOLDINGS.

27          26.     On or around December 12, 2020, SALKHI FAMILY HOLDINGS promoted  
28 SANDOVAL to the position of Assistant Manager. SALKHI FAMILY HOLDINGS promised

1 SANDOVAL that she would undertake 1 week of training and be given a raise in pay to \$16.00  
2 per hour.

3 27. On or around January 2, 2021, SANDOVAL accepted SALKHI FAMILY  
4 HOLDINGS's offer promoting her to assistant manager. SALKHI FAMILY HOLDINGS only  
5 increased her hourly rate to \$15.21 per hour.

6 28. SALKHI FAMILY HOLDINGS promised SANDOVAL that her promotion to  
7 assistant manager came with 1-week of paid vacation after working that position for 1 year.

8 29. After SALKHI FAMILY HOLDINGS promoted SANDOVAL to assistant  
9 manager, it required her to use her cell phone for business purposes without reimbursement.  
10 SALKHI FAMILY HOLDINGS required SANDOVAL to use her personal vehicle for business  
11 purposes without reimbursement. SALKHI FAMILY HOLDINGS required SANDOVAL travel  
12 to SALKHI FAMILY HOLDINGS's four (4) separate gas stations and take pictures of those gas  
13 stations gas prices. In addition to the gas stations owned by the SALKHI FAMILY HOLDINGS,  
14 SALKHI FAMILY HOLDINGS required SANDOVAL travel to two separate gas stations owned  
15 by competitors and take pictures of the gas prices at those stations. After SANDOVAL took  
16 pictures of the gas prices of all six stations, SALKHI FAMILY HOLDINGS required her to use  
17 her cellular phone's service plan to send those pictures to SALKHI FAMILY HOLDINGS  
18 management. SALKHI FAMILY HOLDINGS failed to reimburse SANDOVAL for using her  
19 personal cellular phone for business purposes.

20 30. SALKHI FAMILY HOLDINGS's duty of driving to those six (6) different gas  
21 stations required traveling approximately 25 – 30 miles, and crossing the Richmond – San Rafael  
22 Bridge, a toll bridge before finally allowing her to arrive to her primary work site, in San Rafael.  
23 SALKHI FAMILY HOLDINGS failed to compensate SANDOVAL for the tolls she paid to cross  
24 the bridge for work purposes. SALKHI FAMILY HOLDINGS required SANDOVAL complete  
25 this task daily. Sometimes SALKHI FAMILY HOLDINGS required SANDOVAL cross the  
26 Richmond – San Rafael Bridge multiple times per day. SALKHI FAMILY HOLDINGS failed to  
27 reimburse SANDOVAL for the milage used when completing this additional work using her  
28 work vehicle.



1 attorney's fees, and costs of suit.

2 41. Defendant is an "employer" as defined under the California Labor Code and  
3 Industrial Welfare Commission Order 15-2001, which protect SANDOVAL's employment.

4 WHEREFORE, SANDOVAL prays for judgment against Defendant as set forth below.

5 **SECOND CAUSE OF ACTION**

6 **(Failure to Pay Overtime Wages, as against SALKHI FAMILY HOLDINGS)**

7 42. SANDOVAL realleges and incorporates by reference all prior paragraphs.

8 43. SANDOVAL worked daily and weekly overtime hours for which she was never  
9 paid as indicated above. Defendant required SANDOVAL work hours beyond eight hours in a  
10 day, or forty hours in one week, and did not pay for those hours. Defendants failed to pay  
11 overtime rates for those overtime hours.

12 44. Under California Labor Code Section 1194, any employee receiving less than  
13 overtime wage compensation is entitled to recover in a civil action the unpaid balance of the full  
14 amount of this unpaid compensation, including interest thereon, reasonable attorney's fees, and  
15 costs of suit. This action is also brought under California Labor Code Section 510 and Section  
16 3(A) of Wage Order No. 15-2001, which requires employers to pay one-and-one-half (1 - ½)  
17 times the regular hourly rate for all those hours worked in excess of forty (40) hours in one work  
18 week and/or in excess of eight (8) in one work day, and two (2) times the regular rate of pay for  
19 hours worked in excess of twelve (12) hours per day, unless such employees are exempt from the  
20 requirements of Wage Order No. 15.

21 45. Defendant is an "employer" as defined under California Labor Code and Industrial  
22 Welfare Commission Order, which protects SANDOVAL's employment.

23 WHEREFORE, SANDOVAL prays for judgment against Defendants as set forth below.

24 **THIRD CAUSE OF ACTION**

25 **(Failure to Provide Meal Periods and Rest Breaks, as against SALKHI FAMILY**  
26 **HOLDINGS)**

27 46. SANDOVAL realleges and incorporates by reference all preceding allegations.

28 47. As indicated above, SANDOVAL was required to indicate she took bona fide duty

1 free meal breaks and rest periods, when not actually being granted those meal breaks and rest  
2 periods.

3 48. Applicable IWC Wage Orders provide that no employer shall employ any person  
4 for a work period of more than five (5) hours without a meal period of not less than thirty (30)  
5 minutes, and that rest periods of at least ten (10) minutes must be provided to employees per  
6 four (4) hours of work or major fraction thereof. California Labor Code Section 226.7 provides  
7 that no employer shall require any employee to work during any meal or rest period mandated  
8 by an applicable order of the Industrial Welfare Commission.

9 49. Applicable IWC Wage Orders and California Labor Code Section 226.7 further  
10 provide that if an employer fails to provide an employee with a required meal or rest period,  
11 the employer shall pay the employee one (1) hour's wages at the employee's regular rate of  
12 compensation for each workday that a meal period is not provided, and one (1) hour's wages at  
13 the employee's regular rate of compensation for each workday that a rest period is not  
14 provided, payment is often referenced as premium pay.

15 50. As a direct and foreseeable result of Defendant's misconduct, SANDOVAL has  
16 suffered damages in amounts according to proof.

17 WHEREFORE, SANDOVAL prays for judgment against Defendant as set forth below.

18 **FOURTH CAUSE OF ACTION**

19 **(Failure to Reimburse for Business Expenses, as against SALKHI FAMILY HOLDINGS)**

20 51. SANDOVAL realleges and incorporates by reference all preceding allegations.

21 52. Plaintiff incurred expenditures as referenced above as a direct consequence of her  
22 job duties and obeying the directions of Defendant.

23 53. The expenditures were necessary and reasonable.

24 54. That Defendant failed to reimburse Plaintiff for the expenditures.

25 WHEREFORE, SANDOVAL prays for judgment against Defendant as set forth below.

26 **FIFTH CAUSE OF ACTION**

27 **(Failure to Provide Proper Pay Stubs, as against SALKHI FAMILY HOLDINGS)**

28 55. SANDOVAL realleges and incorporates by reference all preceding allegations





1 fair dealing, SANDOVAL was injured by receiving a lesser hourly rate of pay than promised,  
2 in an amount according to proof at the time of trial.

3 WHEREFORE, SANDOVAL prays for judgment against Defendant as set forth below.

4 **SEVENTH CAUSE OF ACTION**

5 **(Violation of the California Business and Professions Code as against SALKHI FAMILY**  
6 **HOLDINGS)**

7 66. SANDOVAL realleges and incorporates by reference all preceding allegations

8 67. At all times relevant herein through Defendant's acts and omissions alleged herein,  
9 Defendant committed unlawful acts that violated Business and Professions Code Section  
10 17200 et seq.

11 68. Defendant's unlawful acts included violating the California Labor Code, Wage  
12 Order 5, and General Minimum Wage Order, as alleged herein, including Labor Code Section  
13 1194, 201-3, 1197-5, 226, and 1185.

14 69. Defendant's violations of these statutes, regulations, and ordinances independently  
15 and separately constitute an unlawful business practice within the meaning of Business and  
16 Professions Code Section 17200 et seq.

17 70. As a result of the aforementioned acts, Plaintiff has lost and continues to lose  
18 money or property, and has suffered and continues to suffer injury in fact.

19 71. Plaintiff is entitled to restitution pursuant to Business and Professions Code  
20 Sections 17203 and 17208 for, among other things, all unpaid wages, and interest since four  
21 (4) years prior to filing of the Complaint.

22 72. Plaintiff is informed and believes, and based upon such information and belief  
23 alleges, that by engaging in the unfair and unlawful business practices complained of herein,  
24 Defendant's lowered their labor costs and thereby obtained a competition advantage over law-  
25 abiding employers with which they compete.

26 73. Plaintiff takes upon herself the enforcement of the aforementioned laws and lawful  
27 claims. Enforcement of California's laws is in the public interest. There is a financial burden  
28 incurred in pursuing this action. Plaintiff therefore seeks recovery of attorney's fees as

1 provided by Code of Civil Procedure Section 1021.5

2 74. Plaintiff is entitled to restitution in the amount unlawfully withheld by  
3 Defendant's, with interest; and an award of attorney's fees and costs.

4 **PRAYER**

5 WHEREFORE, SANDOVAL prays for judgment against Defendant as set forth below

- 6 1. Compensatory damages including lost wages, lost benefits, fringe benefits, lost  
7 business opportunities, mental and emotional distress, and other special and general damages;  
8 including according to proof, but not less than \$25,000;
- 9 2. Minimum wages, overtimes wages, and liquidated damages, according to proof;
- 10 3. Interest as allowed by law;
- 11 4. Premium pay per Labor Code Section 226.7;
- 12 5. Reimbursements for necessary expenditures per Labor Code 2802(a);
- 13 6. Penalties authorized by Labor Code Section 226(e)(1);
- 14 7. Liquidated damages per Labor Code Section 1197.2 equal to the amounts not paid  
15 at all for hours worked;
- 16 8. Penalties as authorized by Labor Code Section 203;
- 17 9. Reasonable attorneys' fees as allowed by law, under Labor Code Section 1194 and  
18 California Code of Civil Procedure Section 1021.5;
- 19 10. Cost of suit; and
- 20 11. Such other and further relief as this court may deem just and proper.

21 **DEMAND FOR JURY TRIAL**

22 PLAINTIFF demands a trial by jury on all claims alleged herein and via amended  
23 pleadings, if any.

24  
25 DATED: September 2, 2022

/s/ Adam S. Juratovac, Esq.

26 \_\_\_\_\_  
ADAM S. JURATOVAC, Esq.  
27 JURATOVAC LAW  
Attorney for Plaintiff,  
28 Lillian Sandoval