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15 on behalf of the general public as private attorney general.

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

18 NATHANIEL CRAVEN-BAILEY, on behalf
19 of the general public as private attorney
20 general,

21 Plaintiff,

22 v.

23 AN LUXURY IMPORTS OF SAN DIEGO,
24 INC.; VISTACAL LUXURY IMPORTS,
25 INC., a Delaware Corporation; and DOES 1-
26 50, inclusive,

27 Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By F. Gonzalez , Deputy Clerk

CASE NO.: 25CU043373C

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

1 Plaintiff NATHANIEL CRAVEN-BAILEY (“Plaintiff”), on behalf the general public and
2 all non-exempt aggrieved employees, acting on behalf of the California Attorney General as
3 private attorney general, asserts claims against Defendants AN LUXURY IMPORTS OF SAN
4 DIEGO, INC.; VISTACAL LUXURY IMPORTS, INC., a Delaware Corporation; and DOES 1-
5 50, inclusive (collectively “Defendants”) as follows:

6 **I. INTRODUCTION**

7 1. This is a representative action for recovery of penalties under the Private Attorneys
8 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
9 employees” to bring a lawsuit as a representative action on behalf of the general public as private
10 attorney general and all other current and former aggrieved employees, to recover civil penalties
11 and address an employer’s violations of the California Labor Code.

12 2. In this case, Defendants violated various provisions of the California Labor Code.
13 As set forth below, Defendants implemented policies and practices which led to Defendants’:
14 (a) failure to pay wages, including overtime; (b) failure to provide meal periods for every work
15 period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional
16 hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c)
17 failure to provide rest breaks for every four hours or major fraction thereof worked and failure to
18 pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a
19 rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
20 accurate itemized wage statements; (f) failing to reimburse expenses; and (g) failing to pay vested
21 vacation pay at separation. As a result, Plaintiff seeks penalties under Labor Code 2698, *et seq.* on
22 behalf of the general public as private attorney general and all other aggrieved employees.

23 **II. JURISDICTION AND VENUE**

24 3. The California Superior Court has jurisdiction over this action pursuant to
25 California Constitution Article VI, Section 10, which grants the Superior Court “original
26 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under
27 which this action is brought do not give jurisdiction to any other court.

28 4. This Court has jurisdiction over Defendants because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendants are doing business throughout California, including but
6 not limited to Placer County, and each Defendant is within the jurisdiction of this Court for service
7 of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
8 aggrieved employees within the State of California. Defendants employ numerous aggrieved
9 employees in in the State of California.

10 6. On information and belief, Defendants have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present (“liability period”), Defendant consistently maintained and enforced against
21 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages,
23 including overtime; (b) failure to provide meal periods for every work period exceeding more than
24 five (5) or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay
25 an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
26 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
27 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay
28 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage

1 statements; (f) failing to reimburse expenses; and (g) failing to pay vested vacation pay at
2 separation.

3 9. Plaintiff on behalf of the general public as private attorney general and all other
4 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
5 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3,
6 432, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest,
7 attorneys' fees and costs.

8 **III. PARTIES**

9 **A. Plaintiff**

10 10. Plaintiff, NATHANIEL CRAVEN-BAILEY, was employed by Defendants in
11 approximately December 2022, as a Non-Exempt Employee with the title of Sales Consultant and
12 worked during the liability period for Defendants until his separation from Defendants' employ in
13 approximately July 3, 2024. Plaintiff's duties included, but were not limited to selling vehicles and
14 all duties and responsibilities associated with the car sales process, including conducting credit
15 applications.

16 11. As Defendant's employee, Plaintiff, and all other aggrieved employees were
17 regularly required to and subsequently suffered:

18 a) perform work subject to the control of the employer without being compensated all
19 wages including overtime and minimum wages, all in violation of California labor laws,
20 regulations, and the Industrial Welfare Commission Wage Order ("IWC");

21 b) work without being permitted or authorized a minimum ten-minute rest period for
22 every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his
23 regular rate of compensation for each workday that a rest period was not provided, all in violation
24 of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders
25 ("IWC");

26 c) work in excess of five and ten hours per day without being provided meal periods
27 and not compensated one (1) hour of pay at the regular rate of compensation for each workday that
28 a meal period was not provided, all in violation of California labor laws, regulations, and the

1 Industrial Welfare Commission Wage Orders (“IWC”);

2 a) failing to pay wages, including overtime and minimum wages;

3 b) failing to provide accurate itemized wage statements;

4 c) failing to timely pay Plaintiff and Aggrieved Employees;

5 d) failing to pay vested vacation pay; and

6 e) not reimbursed business expenses.

7 12. On information and belief, Defendants willfully failed to pay all earned wages in
8 the form regular wages, minimum wages, overtime wages, gratuity wages and meal and rest
9 period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have
10 Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from
11 employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor
12 Code 2698, *et seq.* on behalf of the general public as private attorney general and all other
13 aggrieved employees.

14 **B. Defendants**

15 13. Defendants AN LUXURY IMPORTS OF SAN DIEGO, INC. and VISTACAL
16 LUXURY IMPORTS, INC. operate as a car dealership business. Plaintiff estimates there are in
17 excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last
18 year.

19 14. Other than identified herein, Plaintiff is unaware of the true names, capacities,
20 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
21 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
22 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
23 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are
24 ascertained.

25 15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
26 or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved
27 Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is
28 informed and believes and thereon alleges that each defendant acted in all respects pertinent to this

1 action as the agent of the other defendants, carried out a joint scheme, business plan or policy in
2 all respects pertinent hereto, and the acts of each defendant are legally attributable to the other
3 defendants.

4 **IV. GENERAL ALLEGATIONS**

5 16. At all times set forth herein, Defendants employed Plaintiff and other persons in the
6 capacity of non-exempt positions, however titled, throughout the state of California.

7 17. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
8 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
9 rules and regulations of the IWC California Wage Orders.

10 18. Defendants continue to employ Non-Exempt Employees, however titled, in
11 California and implement a uniform set of policies and practices to all non-exempt employees, as
12 they were all engaged in the job duties related to Defendants' car dealership business.

13 19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
14 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
15 of the requirements of California's wage and employment laws.

16 20. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
17 Employees are citizens of the state of California.

18 21. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
19 Employees based upon an hourly rate.

20 22. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
21 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time
22 at the employee's correct rate of pay per hour for overtime.

23 23. Plaintiff regularly worked overtime hours, often times 11 hours per day, but
24 Defendants failed to properly pay Plaintiff double time pay.

25 24. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
26 excess of five hours without being provided a lawful meal period and over ten hours in a day
27 without being provided a second lawful meal period as required by law.

28 25. Plaintiff and Aggrieved Employees missed meal breaks often. Meal breaks were

1 often interrupted and lasted for less than the 30 minutes required by law. Defendants failed to pay
2 premium wages for missed, short or late meal breaks. Plaintiff was often required to clock out,
3 continue working, and then take his meal break later.

4 26. Indeed, during the relevant time, as a consequence of Defendants' staffing and
5 scheduling practices, work demands, and Defendants' policies and practices, Defendants
6 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
7 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

8 27. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
9 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
10 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
11 required by law.

12 28. On information and belief, Plaintiff and Aggrieved Employees did not waive their
13 rights to meal periods under the law.

14 29. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
15 meal periods.

16 30. Despite the above-mentioned meal period violations, Defendants failed to
17 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
18 one additional hour of pay at their regular rate as required by California law when meal periods
19 were not timely or lawfully provided in a compliant manner.

20 31. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
21 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
22 were entitled to receive premium wages based on their regular rate of pay under Labor Code
23 §226.7 but were not receiving such compensation.

24 32. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
25 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
26 period for every four hours worked or major fraction thereof, including third rest breaks which is a
27 violation of the Labor Code and IWC wage order. Plaintiff was not given a third rest break on the
28 aforementioned ten (10) hour and above work days.

1 33. Defendants maintained and enforced scheduling practices, policies, and imposed
2 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
3 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
4 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
5 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

6 34. Plaintiff never received a rest period, despite working 9 hour to 11 hour shifts,
7 entitling him to at least two rest periods per shift, if not more.

8 35. Despite the above-mentioned rest period violations, Defendants did not compensate
9 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
10 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
11 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
12 permitted.

13 36. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
14 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
15 work to conduct pre-shift work activities. For instance, Plaintiff would work off-the-clock prior to
16 his scheduled shift by speaking with clients on the phone and answering questions to customers
17 for approximately 10 minutes prior to clocking in. Plaintiff was not compensated for this time
18 spent working off the clock.

19 37. Similar to his pre-shift work activities, Plaintiff is informed and believes that
20 Plaintiff and Aggrieved Employees were not compensated for all time worked as Plaintiff and
21 Aggrieved Employees as a result of off-the-clock work to conduct post-shift work activities. For
22 instance, Plaintiff would often times move cars for approximately 30 minutes after he clocked out,
23 as it was required by management. This would occur approximately three (3) times per week.
24 Defendants failed to pay Plaintiff and Aggrieved Employees for all time spent working.

25 38. Plaintiff and Aggrieved Employees were not compensated for all time worked as
26 Plaintiff and Aggrieved Employees as a result of off-the-clock work on the weekends. For
27 instance, Plaintiff worked off the clock because Defendants would communicate with Plaintiff on
28 his personal cell phone every day, whether Plaintiff was working on the clock or not. Plaintiff

1 would also communicate with customers on a daily basis on his personal cell phone while off the
2 clock.

3 39. Defendants also failed to provide accurate, lawful itemized wage statements to
4 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
5 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
6 worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from
7 Plaintiff and the Aggrieved Employees' wage statements.

8 40. On information and belief, during the relevant time frame, Defendants failed to
9 adequately reimburse Plaintiff and Aggrieved Employees for the tools necessary for their job.
10 Plaintiff was required to provide himself with protective gear including gloves and boots to safely
11 do his job. Plaintiff was required to provide his own tools, including screwdrivers to perform his
12 job – attaching license plates to vehicles and taking them off. Such business expenditures incurred
13 were incurred in direct consequence of Plaintiff's and Aggrieved Employees' duties pursuant to
14 Labor Code § 2802.

15 41. On information and belief, during the relevant time frame, Defendants failed to
16 adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for
17 the required use of personal cell phones. Plaintiff was required to use his personal cell phone on a
18 daily basis for every shift, for work related purposes. In fact, Plaintiff had to clock-in using an app
19 on her personal cell phone. Such business expenditures incurred were incurred in direct
20 consequence of Plaintiff's and Aggrieved Employees' duties pursuant to Labor Code § 2802.
21 Despite this personal cell phone use for work related purposes, Defendants failed to reimburse
22 Plaintiff and Aggrieved Employees for such business expenditures.

23 42. Further, Defendants also failed to reimburse Plaintiff and Aggrieved Employees for
24 the maintenance and upkeep of their Company uniforms. Defendants required Plaintiff and
25 Aggrieved Employees wear company uniforms consisting of a polo shirt with the company
26 name/logo and a hat.

27 43. During the relevant time frame, Defendants shaved Plaintiff's and on information
28 and belief Aggrieved Employees' time. For instance, Plaintiff had to use an application on his

1 phone to track time as well as a paper time sheet to record time worked. The phone application
2 time clock took the time to exactly the minute, however, the paper timesheet reflected rounded
3 times to his scheduled shift. Over time, this resulted in an underpayment of minimum and
4 overtime wages. On information and belief, Defendants failed to properly compensate Plaintiff
5 and Aggrieved Employees by impermissibly rounding down and/or failing to round up Plaintiff's
6 pay.

7 44. At all times relevant, Defendants implemented a rounding system, which over time
8 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

9 45. Plaintiff is informed and believes, and thereon alleges, that at all times herein
10 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
11 thereof for resignations without prior notice as the case may be) they had a duty to accurately
12 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
13 meal and rest period premiums, and that Defendants had the financial ability to pay such
14 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
15 because of the above-specified violations.

16 46. Plaintiff did not receive his final pay until he received a paper check on August 8,
17 2024, approximately one month and 5 days following his termination on July 3, 2024. Plaintiff
18 was required to receive his final pay on the same date of his termination. Plaintiff did not receive
19 any waiting time penalties included in his final pay for the time spent waiting.

20 47. Plaintiff did not receive his accrued PTO upon his separation from Defendants'
21 employ. Plaintiff did not receive any of his accrued vacation/PTO balance at the time of
22 separation, despite paystubs showing an available balance.

23 48. Upon information and belief, Defendants knew and or should have known that it is
24 improper to implement policies and commit unlawful acts such as:

25 (a) requiring employees to work four (4) hours or a major fraction thereof without
26 being provided a minimum ten (10) minute rest period and without compensating the employees
27 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
28 rest period was not provided;

1 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
2 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
3 and without compensating employees with one (1) hour of pay at the regular rate of compensation
4 for each workday that such a meal period was not provided;

5 (c) failing to pay overtime and minimum wages;

6 (d) failing to provide accurate itemized wage statements;

7 (e) failing to timely pay Plaintiff and Aggrieved Employees;

8 (f) failing to pay vested vacation pay; and

9 (g) failing to reimburse business expenses;

10 49. In addition to the violations above, and on information and belief, Defendants knew
11 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
12 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
13 knowingly, recklessly, and/or intentionally failed to do so.

14 Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants
15 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
16 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable
17 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

18 **REPRESENTATIVE CLAIMS**

19 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

20 50. Plaintiff incorporates by reference and re-alleges each and every allegation
21 contained above, as though fully set forth herein.

22 51. On June 11, 2025, Plaintiff complied with notice requirements pursuant to Labor
23 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
24 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
25 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
26 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
27 representative capacity. The substance and violations set forth in this Complaint of which the
28 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative

1 Action Complaint to the LWDA.

2 52. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
3 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
4 Employees of Defendants.

5 53. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
6 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
7 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3,
8 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage
9 Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

10 54. At all times relevant, Plaintiff and all other aggrieved employees regularly
11 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
12 rest break requirements of the applicable IWC wage order and the Labor Code.

13 55. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
14 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
15 aggrieved Employees to work off-the-clock as outlined above.

16 56. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
17 overtime wages owed as discussed above due to Defendants' failure to accurately pay overtime
18 wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as
19 outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its
20 Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in
21 a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at
22 the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8)
23 hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular
24 rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
25 in a day on the seventh day of work in a particular work week.

26 57. Defendants failed to provide Plaintiff and all other aggrieved employees
27 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
28 and enforced policies of on duty meal period practices which required employees to work during

1 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
2 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
3 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
4 time of trial.

5 58. Plaintiff, and on information and belief, all aggrieved employees, were
6 systematically not permitted or authorized to take ten minute rest periods for every four hours
7 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
8 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
9 hour of wages for every day in which a rest period was missed or untimely as a result of
10 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
11 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
12 Employees, and by failing to provide compensation for such non-provided or shortened rest
13 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
14 226.7, 512 and the applicable IWC Wage Order.

15 59. Defendants also willfully violated Labor Code sections 201-203 by failing to
16 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
17 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
18 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
19 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
20 the subject employee's wages until the back wages are paid in full or an action is commenced.
21 The penalty cannot exceed 30 days of wages.

22 60. Plaintiff and all other aggrieved employees who were separated from employment
23 are entitled to compensation for all forms of wages earned, including but not limited to
24 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
25 have not received such compensation, therefore entitling them to penalties under PAGA for
26 violations of Labor Code sections 201-203.

27 61. On information and belief, Defendants willfully failed to pay all wages due and
28 owing upon separation from employment. These wages include but are not limited to regular and

1 overtime wages, and meal and rest period premiums.

2 62. In addition, upon information and belief, Plaintiff alleges that Defendants failed to
3 pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate, as Defendants
4 failed to factor all forms of compensation into the regular rate.

5 63. On information and belief, Defendants failed to provide accurate itemized wage
6 statements which failed to include the rate of pay and total hours worked per pay period, failed to
7 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
8 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
9 to Labor Code section 226(a).

10 64. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
11 and the hours for which they worked for any given pay period.

12 65. Defendants have failed to accurately record all time worked.

13 66. Defendants have also failed to accurately record the meal and rest period premiums
14 owed and all wages owed per pay period.

15 67. Defendants have also failed to pay vested vacation pay.

16 68. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
17 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
18 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
19 for each violation in a subsequent citation, for which the employer fails to provide the employee a
20 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

21 69. Labor Code section 1197 makes it unlawful to pay an employee less than the
22 minimum wage as established by the Industrial Welfare Commission.

23 70. Labor Code section 1198 provides that the maximum hours of work and the
24 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
25 standard conditions of labor by the commission shall be the maximum hours of work and the
26 standard conditions of labor for employees. The employment of any employee for longer hours
27 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

28 71. The applicable reporting time wages are fixed by the IWC in Wage Order 1.

1 72. In relevant part, Section 5 of the applicable wage order provides:

2 (A) Each workday an employee is required to report for work and does report,
3 but is not put to work or is furnished less than half said employee's usual or scheduled
4 day's work, the employee shall be paid for half the usual or scheduled day's work, but in
no event for less than two (2) hours nor more than four (4) hours, at the employee's regular
rate of pay, which shall not be less than the minimum wage.

5 73. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
6 Employees for business expenses incurred as described above. Labor Code § 2802 requires
7 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
8 direct consequences of the discharge of his or her duties. Despite these realities of the job,
9 Defendants failed to provide reimbursements.

10 74. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
11 implied, made by any employee to waive the benefits of this article or any part thereof is null and
12 void, and this article shall not deprive any employee or his or her personal representative of any
13 right or remedy to which he is entitled under the laws of this State.

14 75. Additionally, Defendants have no accurate records relating to aggrieved
15 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
16 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
17 maintain accurate records relating to hours worked daily in violation of Labor Code sections
18 1174(d), 1174.5.

19 76. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
20 implied, made by any employee to waive the benefits of this article or any part thereof is null and
21 void, and this article shall not deprive any employee or his or her personal representative of any
22 right or remedy to which he is entitled under the laws of this State."

23 77. Labor Code §1198.5(a) provides that "[e]very current and former employee, or his
24 or her representative, has the right to inspect and receive a copy of the personnel records that the
25 employer maintains relating to the employee's performance or to any grievance concerning the
26 employee."

27 78. 1198.5(b)(1) the employer shall make the contents of those personnel records
28 available for inspection to the current or former employee, or his or her representative, at

1 reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the
2 employer receives a written request, unless the current or former employee, or his or her
3 representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the
4 records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of
5 the written request. Upon a written request from a current or former employee, or his or her
6 representative, the employer shall also provide a copy of the personnel records, at a charge not to
7 exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer
8 receives the request, unless the current or former employee, or his or her representative, and the
9 employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as
10 long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the
11 written request. Except as provided in paragraph (2) of subdivision (c), the employer is not
12 required to make those personnel records or a copy thereof available at a time when the employee
13 is actually required to render service to the employer, if the requester is the employee.

14 79. 1198.5(k) if an employer fails to permit a current or former employee, or his or her
15 representative, to inspect or copy personnel records within the times specified in this section, or
16 times agreed to by mutual agreement as provided in this section, the current or former employee or
17 the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the
18 employer. Here, Defendant failed to furnish such records upon Plaintiff's request.

19 80. Additionally, Defendant have no accurate records relating to aggrieved employees'
20 work periods, total daily hours worked, total hours worked per payroll period and applicable pay
21 rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate
22 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

23 81. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are
24 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
25 worked.

26 82. Plaintiff and the Representative aggrieved Employees are entitled to recover
27 Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.
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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: August 18, 2025

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff NATHANIEL
CRAVEN-BAILEY, on behalf of the general
public as private attorney general

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EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

June 11, 2025

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

AN LUXURY IMPORTS OF SAN DIEGO, INC.

Agent for Service:

CSC – LAWYERS INCORPORATING SERVICE

Koy Saechao

2710 Gateway Oaks Drive, Suite 150N

Sacramento, California 95833

Receipt No.: 9589 0710 5270 0078 0196 04

Via Certified Mail

VISTACAL LUXURY IMPORTS, INC.

Agent for Service:

CSC – LAWYERS INCORPORATING SERVICE

Koy Saechao

2710 Gateway Oaks Drive, Suite 150N

Sacramento, California 95833

Receipt No.: 9589 0710 5270 0078 0196 11

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff NATHANIEL CRAVEN-BAILEY, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, AN LUXURY IMPORTS OF SAN DIEGO, INC.; and VISTACAL LUXURY IMPORTS, INC. through its agent for service of process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the San Diego County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint