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FILED
Superior Court of California
County of Los Angeles
03/09/2026

David W. Slayton, Executive Officer / Clerk of Court
By: S. Drew Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MIRANDA ONUSIC, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

BEACH BABIES LLC, a California limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 25STCV23110

**FIRST AMENDED COMPLAINT FOR
CIVIL PENALTIES FOR VIOLATION OF
LABOR CODE § 2698 *ET SEQ.* (PRIVATE
ATTORNEYS GENERAL ACT OF 2004)**

1 Plaintiff Miranda Onusic (“Plaintiff”) hereby submit this Complaint against Defendants
2 Beach Babies LLC (“Defendants”), on behalf of Plaintiff and other current and former aggrieved
3 employees of Defendants for penalties as follows:

4 **INTRODUCTION**

5 1. This representative action is brought pursuant to Labor Code section 2698 *et*
6 *seq.* (Private Attorneys General Act of 2004 (“PAGA”)) for Defendants’ violations of Labor Code
7 sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551,
8 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

9 2. This Complaint challenges Defendants’ systemic illegal employment
10 practices resulting in violations of the stated provisions of the Labor Code against the identified
11 group of employees.

12 3. Plaintiff is informed and believes and thereon alleges Defendants jointly and
13 severally acted intentionally and with deliberate indifference and conscious disregard to the rights
14 of all employees in: (a) failing to pay all meal period wages and rest break wages, (b) failing to
15 properly calculate and pay all minimum and overtime wages, (c) failing to provide accurate wage
16 statements, (d) failing to pay all wages due and owing during employment and upon termination of
17 employment, and (e) failing to reimburse all necessary business expenses.

18 **JURISDICTION AND VENUE**

19 4. This action is brought pursuant to PAGA. The civil penalties sought by
20 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
21 according to proof at trial.

22 5. This Court has jurisdiction over this action pursuant to California
23 Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all
24 causes except those given by statute to other courts. The statutes under which this action is brought
25 do not specify any other basis for jurisdiction.

26 6. This Court has jurisdiction over the violations of PAGA and Labor Code
27 sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551,
28 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

1 7. This Court has jurisdiction over all Defendants because, upon information
2 and belief, each party has sufficient minimum contacts in California, or otherwise intentionally
3 avails itself of California law so as to render the exercise of jurisdiction over it by the California
4 courts consistent with traditional notions of fair play and substantial justice.

5 8. Venue is proper in this Court because, upon information and belief, the
6 named Defendants transact business and/or have offices in this county, and the acts and omissions
7 alleged herein took place in this county. Moreover, this action is brought on behalf of the State of
8 California as a private attorney general and has jurisdiction in this venue.

9 **PARTIES**

10 9. Plaintiff is an individual residing in the State of California. Plaintiff was
11 employed by Defendants within the statutory time period.

12 10. Plaintiff is informed and believes and thereon alleges that Defendants are
13 licensed to do business and are actually doing business in the State of California, including the
14 County of Los Angeles.

15 11. Plaintiff does not know the true names or capacities, whether individual,
16 partner or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that
17 reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend
18 this complaint when the true names and capacities are known. Plaintiff is informed and believes
19 and thereon alleges that each of Defendants designated as a DOE was responsible in some way for
20 the matters alleged herein and proximately caused Plaintiff and other current and former aggrieved
21 employees to be subject to the illegal employment practices, wrongs, and injuries complained of
22 herein.

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12. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators, and assigns and that all acts or omissions alleged herein were duly committed with ratification, knowledge, permission, encouragement, authorization, and consent of each Defendants designated herein.

13. Based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to PAGA and Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

CAUSE OF ACTION

VIOLATION OF PAGA

(AGAINST ALL DEFENDANTS BY PLAINTIFF)

14. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 13 as though fully set forth herein.

15. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of themselves, and other current or former employees.

16. On May 19, 2025, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code that Plaintiff contends were violated and the theories supporting the contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA. Plaintiff believes that on or about July 23, 2025, the sixty-five (65) days notice period expired as to all Defendants, and the LWDA did not take any action to investigate or prosecute this matter. Thus, Plaintiff exhausted the administrative remedies.

1 17. Plaintiff and the other non-exempt employees are “aggrieved employees” as
2 defined by California Labor Code section 2699(c) in that they all current and former hourly-paid or
3 non-exempt employees who worked for Defendants within the State of California at any time during
4 the period from May 19, 2024 through March 1, 2026, and one or more of the alleged violations
5 was committed against them.

6 **Failure to Pay Minimum and Overtime Wages**

7 18. At all times relevant herein, Defendants were required to compensate their
8 nonexempt employees minimum wages for all hours worked and overtime wages for all hours
9 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
10 mandate of Labor Code sections 510, 1194, 1197, and 1198.

11 19. As a policy and practice, Defendants failed to compensate Plaintiff and the
12 other aggrieved current and former employees for all hours worked, resulting in a failure to pay all
13 minimum wages and overtime wages, where applicable.

14 **Failure to Provide Meal Periods and Rest Breaks**

15 20. At all times relevant herein, Defendants were required to authorize and
16 permit their non-exempt employees to take a 10-minute rest break for every four (4) hours worked
17 or major fraction thereof and were further required to provide their non-exempt employees with a
18 30-minute meal period for every five (5) hours worked, pursuant to the mandates of Labor Code
19 sections 226.7 and 512(a).

20 21. As a policy and practice, Defendants failed to provide Plaintiff and the other
21 aggrieved current and former employees with legally mandated meal periods and rest breaks and
22 failed to pay proper compensation for this failure.

23 **Failure to Timely Pay Wages During Employment**

24 22. At all times relevant herein, Defendants were required to pay their employees
25 within a specified time period pursuant to the mandate of Labor Code section 204.

26 23. As a policy and practice, Defendants failed to pay Plaintiff and the other
27 aggrieved current and former employees all wages due and owing within the required time period.

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1 **Failure to Timely Pay Wages Upon Termination**

2 24. At all times relevant herein, Defendants were required to pay their employees
3 all wages owed in a timely fashion at the end of employment pursuant to the mandates of Labor
4 Code sections 201 and 202.

5 25. As a policy and practice, as a result of Defendants' Labor Code violations
6 alleged above, Defendants failed to pay Plaintiff and the other aggrieved current and former
7 employees their final wages, pursuant to the mandates of Labor Code sections 201 and 202.
8 Accordingly, Defendants owe waiting time penalties pursuant to Labor Code section 203.

9 **Failure to Provide Complete and Accurate Wage Statements**

10 26. At all times relevant herein, Defendants were required to keep *accurate*
11 records regarding their California employees, pursuant to the mandates of Labor Code sections 226
12 and 1174.

13 27. As a result of Defendants' various Labor Code violations, Defendants failed
14 to keep accurate records regarding Plaintiff and the other aggrieved current and former employees.
15 For example, Defendants failed in their affirmative obligation to keep accurate records regarding
16 Plaintiff and the other aggrieved current and former employees' gross wages earned, total hours
17 worked, all deductions, net wages earned, and all applicable hourly rates and the number of hours
18 worked at each hourly rate.

19 **Failure to Provide and Properly Pay Paid Sick Days**

20 28. At all times relevant herein, Defendants were required to provide their
21 employees with paid sick days at their regular rate of pay pursuant to Labor Code section 246, *et*
22 *seq.*

23 29. As a policy and practice, Defendants failed to provide Plaintiff and the other
24 aggrieved current and former employees with paid sick days at the proper rate of pay pursuant to
25 Labor Code section 246, *et seq.*

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31. As a policy and practice, Defendants regularly failed to reimburse Plaintiff and the other aggrieved current and former employees for all business expenses incurred and owed to them within the required time period.

32. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, including but not limited to:

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- 1 d. Penalties under Labor Code section 1197.1 in the amount of a hundred
2 dollars (\$100) for each aggrieved employee per pay period for the initial
3 violation, and two hundred fifty dollars (\$250) for each aggrieved employee
4 per pay period for each subsequent violation;
5 e. Any and all additional penalties as provided by the Labor Code and/or other
6 statutes; and
7 f. Attorneys' fees and costs pursuant to Labor Code sections 218.5, 1194, and
8 2699, and any other applicable statute.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, on Plaintiff's own behalf and as representative of other
11 current and former aggrieved employees pursuant to PAGA, prays for judgment as follows:

- 12 1. Upon the Cause of Action, for civil penalties pursuant to statute as set forth in Labor
13 Code section 2698 *et seq.*, for Defendants' violations of Labor Code sections 201,
14 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551,
15 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802;
16 2. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code
17 sections 210, 218.5, 1194, and 2699, and any other applicable statute; and
18 3. For such other and further relief the court may deem just and proper.

19
20 Dated: March 9, 2026

JUSTICE LAW CORPORATION

21 By: 
22 Douglas Han
23 William Wilkinson
24 Attorneys for Plaintiff
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EXHIBIT 1

May 19, 2025

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: Beach Babies LLC

Dear Representative:

We have been retained to represent Miranda Onusic against Beach Babies LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "Beach Babies LLC").

Ms. Onusic is pursuing her California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Onusic may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Beach Babies LLC is a California limited liability company located at 1775 Artesia Blvd, Manhattan Beach, CA 90266.

Beach Babies LLC employed Ms. Onusic as an hourly-paid non-exempt Teacher within one year of the date of this letter (until in or around August of 2024) in the State of California. Beach Babies LLC directly controlled the wages, hours and/or working conditions of Ms. Onusic's and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

¹ Ms. Onusic does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Onusic will amend this notice when the true names and capacities are known. Ms. Onusic is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Onusic and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Ms. Onusic may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Beach Babies LLC within the State of California.

Beach Babies LLC failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Beach Babies LLC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay time-and-a-half or double-time overtime wages and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Onusic and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Beach Babies LLC failed to compensate Ms. Onusic and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Beach Babies LLC also failed to include non-discretionary bonuses into Ms. Onusic’s and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Ms. Onusic and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee’s regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, Beach Babies LLC failed to pay Ms. Onusic and other aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee’s regular rate of pay or at a rate calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512(a) require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Beach Babies LLC routinely required Ms. Onusic and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Beach Babies LLC's policies and expectations and fulfill orders. Beach Babies LLC failed to provide coverage to Ms. Onusic and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Beach Babies LLC failed to authorize and permit Ms. Onusic and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Beach Babies LLC failed to compensate Ms. Onusic and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." Beach Babies LLC required Ms. Onusic and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Beach Babies LLC required Ms. Onusic and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Beach Babies LLC failed to pay Ms. Onusic and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Beach Babies LLC failed to pay Ms. Onusic and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Beach Babies LLC did not provide Ms. Onusic and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Beach Babies LLC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Onusic and other aggrieved employees, (2) total hours worked by Ms. Onusic and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by aggrieved employees, (4) all deductions for Ms. Onusic and other aggrieved employees, (5) net wages earned by Ms. Onusic and other aggrieved employees, (6) the inclusive dates of the period for which aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Onusic and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Beach Babies LLC failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Ms. Onusic and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Beach Babies LLC did not provide Ms. Onusic and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Ms. Onusic and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Beach Babies LLC, including for using their personal cellular phones and vehicles for work-related purposes.

We believe that Ms. Onusic and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Onusic will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Beach Babies LLC within one year of the date of this letter, as allowed by law.

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LWDA
May 19, 2025
Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Denise Tyner
c/o Beach Babies LLC
1775 Artesia Blvd
Manhattan Beach, CA 90266
Agent for Service of Process for Beach Babies LLC

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is dmather@justicelawcorp.com

**FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES FOR VIOLATION OF
LABOR CODE § 2698 *ET SEQ.* (PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 11, 2026, at Pasadena, California.

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Drew Mather