GEORGE D. STRAGGAS, Bar No. 132231
STRAGGAS LAW GROUP, APC
6 Venture, Suite 235
Irvine, California 92618
Telephone: (949) 660-9100
Email: gds@straggaslaw.com

Attorneys for Plaintiff,
MARINA R. ABDELSHAHEED,
an individual

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE; CENTRAL JUSTICE CENTER

MARINA R. ABDELSHAHEED, an individual,

Plaintiff,

vs.

VAAN SHEAHAN, an individual; MEN ARE NOBLE, INC., a California corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 30-2025-01480156-CU-OE-CJC

Assigned for All Purposed to:
HON. LINDSEY MARTINEZ
DEPT. C24

SECOND AMENDED COMPLAINT FOR:

(1) Failure To Pay Wages (Labor Code §§204.11, 558.1, 1194, and 1199)
(2) Failure to Pay Overtime Compensation (Labor Code §§510, 558.1, 1194, and 1199)
(3) Failure to Pay Minimum Wage (Labor Code §§204.11, 1194, and 1197)
(4) Failure to Provide Meal Periods (Labor Code §§226.7, 512, and 558.1)
(5) Failure to Provide Rest Breaks (Labor Code §§226.7 and 558.1)
(6) Failure to Pay Wages on Separation of Employment (Labor Code §§201, 202 and 203)
(7) Failure to Issue Accurate Wage Statements and Maintain Records (Labor Code §§226, 226.3, 1174 and 1174.5)
(8) Unfair Business Practices (Business and Professions Code §17200, et seq.)
(9) Civil Penalties Pursuant to the Private Attorneys General Act of 2004 ("PAGA") (Labor Code §2698, et seq.)

UNLIMITED CIVIL CASE

NOW COMES Plaintiff, MARINA R. ABDELSHAHEED, an individual, and alleges as follows:

PARTIES

1. Plaintiff, MARINA R. ABDELSHAHEED is, and at all times herein of relevance was, an individual residing in the City of Irvine, County of Orange, State of California.

2. Defendant, VAAN SHEAHAN (hereinafter "SHEAHAN"), is, and at all times herein of relevance was, an individual, and the Chief Executive Officer and Secretary of Defendant, MEN ARE NOBLE, INC., and doing business in the County of Orange, State of California at 2300 SE Bristol Street, Suite A, Newport Beach, California 92660.

3. Defendant, MEN ARE NOBLE, INC., (hereinafter, "MANI") is, and at all times herein of relevance was, a corporation, duly organized and existing under the laws of the State of California and doing business in the County of Orange, State of California at 2300 SE Bristol Street, Suite A, Newport Beach, California 92660.

4. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual, or otherwise of Defendants named in this Complaint herein as DOES 1 through 25, inclusive, and therefore sues these Defendants by such fictious names. Plaintiff is informed and believes, and based thereon alleges that DOES 1 through 25, inclusive, are in some manner responsible for the acts, occurrences, and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek to amend this Complaint to set forth the true names and capacities of said fictitiously named Defendants when the same is ascertained.

5. Plaintiff is informed and believes and based thereon alleges that at all times relevant, each of the Defendants was the integrated enterprise, joint employer of Plaintiff and was engaged with some or all of the other Defendants in a joint enterprise for profit and bore such other relationships to some or all of the other Defendants so as to be liable for the conduct of them. Plaintiff performed services for each and every one of the Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as employers, either directly or indirectly, and of the manner in which Defendants' business was conducted.

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6. Plaintiff is further informed and believes and based thereon alleges that each of the Defendants acted pursuant to and within the scope of the relationships alleged above, and that all Defendants knew or should have known about, authorized, ratified, adopted, controlled, aided and abetted the conduct of all other Defendants as herein alleged.

7. Plaintiff is informed and believes, and based thereon alleges that there exists, and at all times herein mentioned there existed, a unity of ownership between Defendant SHEAHAN, on the one hand, and Defendant MANI, on the other hand, such that any individuality or separateness between them has ceased, and Defendant MANI is the alter ego of SHEAHAN, in that Plaintiff is informed and believes that SHEAHAN treats the assets of MANI as her own.

8. Plaintiff is further informed and believes, and based thereon alleges that, adherence to the fiction of the separate existence of MANI as an entity distinct from SHEAHAN would permit an abuse of the corporate privilege and would sanction a fraud in that and SHEHAN will be permitted to shift assets between and among herself and MANI in order to avoid payment of sums due and owing to Plaintiff.

VENUE

9. Pursuant to Code of Civil Procedure §395, venue is appropriate in this Court in that the wrongful acts causing injury to Plaintiff occurred in the County of Orange, and at least one of the Defendants resides or has its principal place of business in the County of Orange, State of California.

BACKGROUND FACTS

10. On or about November 12, 2016, Plaintiff became employed by MANI to provide services as a licensed cosmetologist to customers of Defendants. She remained employed with MANI until her employment was terminated on January 25, 2025. Throughout Plaintiff's employment with MANI, SHEAHAN was her supervisor, and was an owner and managing agent of MANI, and is therefore liable for Plaintiff's claims hereunder pursuant to Labor Code Section 558.1.

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11. Throughout her employment with MANI, Plaintiff held a valid barbering and cosmetology license from the State of California (License No. 499265) and was compensated by the payment of hourly wages, and a commission based upon a percentage of payments made to MANI by clients of MANI for cosmetology services provided by Plaintiff.

12. On January 1, 2018, Labor Code Section 204.11 was enacted which provides in relevant part as follows:

> Commission wages paid to any employee who is licensed pursuant to the Barbering and Cosmetology Act . . . are due and payable at least twice during each calendar month on a day designated in advance by the employer as the regular payday. For any employee who is licensed pursuant to the Barbering and Cosmetology Act . . ., wages that are paid to that employee for providing services for which such a license is required, when paid as a percentage or a flat sum portion of the sums paid to the employer by the client recipient of such service, and for selling goods, constitute commissions, provided that the employee is paid, in every pay period in which hours are worked, a regular base hourly rate of at least two times the state minimum wage rate for all hours worked in addition to commissions paid. The employee and employer may agree to a commission in addition to the base hourly rate. An employee may be compensated for rest and recovery periods at a rate of pay not less than the employee's regular base hourly rate. Nothing in this section shall be interpreted to limit any rights or remedies otherwise available under state or federal law, including the right to overtime compensation.

13. Beginning on or about January 1, 2018, and continuing from January 1, 2020 to January 25, 2025, MANI violated Labor Code §204.11 by paying commission compensation to Plaintiff as a percentage of payments made to MANI by its customers for licensed cosmetology services provided by Plaintiff, while not paying Plaintiff twice the minimum wage as a base salary as follows (all rates are hourly):

Year	**State Minimum Wage Rate**	**§204.11 Minimum Wage Rate**	**Wage Rate Paid by MANI**
2020	$12.00	$24.00	$13.00
2021	$13.00	$26.00	1/1 to 5/15 = $13.00 5/15 to 12/31 = $14.00
2022	$14.00	$28.00	1/1 to 2/19 = $14.00 2/20 to 12/31 = $16.00
2023	$15.50	$31.00	1/1 to 10/28 = $16.00 10/29 to 12/31 = $17.00

2024	$16.00	$32.00	$17.00
2025	$16.50	$33.00	$17.00

14. During her employment with MANI, Plaintiff often worked more than 8 hours in one workday, and/or one hour in one workweek. MANI failed to pay Plaintiff accurately for the overtime hours she worked in that:

(a) MANI did not always pay Plaintiff for overtime hours worked;

(b) When MANI did pay Plaintiff for overtime hours worked, MANI did not take into account the commission payments being made to Plaintiff when calculating her regular rate of pay for overtime purposes, and instead paid Plaintiff 1.5 times her base compensation rate; and

(c) When MANI did pay Plaintiff for overtime hours worked, MANI did not take into account the double minimum wage requirement of Labor Code Section 204.11 when calculating Plaintiff's regular rate of pay for overtime purposes, and instead paid Plaintiff 1.5 times her base compensation rate.

15. On March 13, 2025, Plaintiff made demand upon MANI to provide her with copies of her pay statements for the period from November 12, 2016 to January 25, 2025, but MANI only provided statements for the period from December 27, 2020 to January 25, 2025, and did not provide a pay statement for the period from January 8, 2023 through January 21, 2023. Each of those pay statements is "inaccurate" in that:

(a) All of them show that Plaintiff was paid a lower rate of pay than required by Labor Code Section 204.11.

(b) Some of them fail to show overtime hours worked by Plaintiff; and

(c) When overtime rates are shown, they are not shown as calculated by including Plaintiff's regular rate of pay, which should include her base rate of pay, commissions, and all other forms of compensation paid to her during the pay period.

16. On March 13, 2025, Plaintiff made demand upon MANI to provide all documents required to be provided under Labor Code Sections 432 and 1198.5, including, without limitation, all documents signed by Plaintiff related to obtaining or holding

employment, and all personnel records relating to any grievance concerning Plaintiff. MANI was required to produce these documents within 30 days of the demand, but did not provide the documents within that time frame.

FIRST CAUSE OF ACTION

Failure to Pay Wages (Labor Code §§204.11, 558.1, 1194, and 1199)

(Against All Defendants)

17. Plaintiff incorporates by reference herein each and every allegation of Paragraphs 1 through 16 of this Complaint as though the same were fully set forth at this point.

18. Plaintiff has not yet received from MANI all of the pay statements for Plaintiff's employment with MANI. Plaintiff has also not received from MANI her timesheets showing the daily details of hours worked by Plaintiff. Based upon the partial records provided to Plaintiff by MANI, Plaintiff is informed and believes, and based thereon alleges, that over the past three (3) years from the date of the filing of this complaint, MANI has failed to pay Plaintiff wages due for straight time hours worked as required by Labor Code Section 204.11 in an amount not less than $68,920.82 as follows:

(a) From May 8, 2022 to December 31, 2022: ($12.00 per hour x 1,139.73 hours) = $13,676.76;

(b) From January 1, 2023 to October 28, 2023: ($15.00 per hour x 1,474.8 hours) = $22,122.00;

(c) From October 29, 2023 to December 31, 2023: ($14.00 per hour x 275.11 hours) = $3,851.54;

(d) From January 1, 2024 to December 31, 2024: ($15.00 per hour x 1,780.2 hours) = $26,703.00; and

(e) From January 1, 2025 to January 25, 2025: ($16.00 per hour x 160.47 hours) = $2,567.52.

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19. All wages earned in employment are due and payable twice during each calendar month on dates designated in advance by the employer (Labor Code Section 204).

20. As described above, Plaintiff has not been compensated for all wages due to Plaintiff when employed by MANI in an amount not less than $68,920.82 and Plaintiff is entitled to recover from Defendants all wages due, plus interest, penalties and attorney's fees and costs pursuant to all relevant Labor Code Sections, including, without limitation, Sections 204, 204.11, 558.1, 1194 and 1199.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Compensation (Labor Code §§510, 558.1, 1194, and 1199)

(Against All Defendants)

21. Plaintiff incorporates by reference herein each and every allegation of Paragraphs 1 through 20 of this Complaint as though the same were fully set forth at this point.

22. Plaintiff estimates that from and after the date that is three (3) years prior to the date of the filing of this complaint, Plaintiff worked 1,560 hours for which overtime pay was due in the amount of 1.5 times her regular rate of pay pursuant to Labor Code Section 510. During that period, Plaintiff was not properly compensated for her overtime hours of work in that:

(a) MANI did not base Plaintiff's overtime pay on the two (2) times minimum wage standard required by Labor Code Section 204.11;

(b) MANI did not calculate separately for each pay period the regular rate to be used in the calculation of Plaintiff's overtime pay, which would have included all commissions and non-discretionary bonuses; and

(c) Plaintiff was only paid for 72.46 hours of overtime during the three-year period immediately preceding the filing of the Complaint totaling approximately $1,777.69.

23. Plaintiff has not yet received records from MANI sufficient to calculate her regular rate of pay, or her damages for unpaid overtime, but alleges that such damages are not less than the following (less than the $1,777.79 actually paid to Plaintiff):

(a) From May 8, 2022 to December 31, 2022: ($31.50 per hour x 320 hours) = $10,080.00;

(b) From January 1, 2023 to December 31, 2023: ($46.50 per hour x 500 hours) = $23,250.00;

(c) From January 1, 2024 to December 31, 2024: ($48.00 per hour x 500 hours) = $24,000.00.

24. As described above, Plaintiff has not been compensated for all overtime wages due to Plaintiff when employed by MANI in an amount not less than $57,330.00, and Plaintiff is entitled to recover from Defendants all wages due, plus interest, penalties and attorney's fees and costs pursuant to Labor Code Sections 558.1, 1194 and 1199.

THIRD CAUSE OF ACTION

Failure to Pay Minimum Wages (Labor Code §§204.11, 1194, and 1197)

(Against All Defendants)

25. Plaintiff incorporates by reference herein each and every allegation of Paragraphs 1 through 24 of this Complaint as though the same were fully set forth at this point.

26. At all times relevant to Plaintiff's claims, pursuant to the applicable Industrial Welfare Commission Wage order, MANI was required to pay to Plaintiff the minimum wages set forth in the chart in Paragraph 12, above, doubled in accordance with the provisions of Labor Code §204.11.

27. Employer routinely required Plaintiff to work without paying Plaintiff at least two (2) times the minimum wage in effect and applicable to Plaintiff, a working condition in violation of the Wage Order and in violation of Labor Code §§204.11 and 1197.

28. Through the date of the filing of this Complaint, MANI has failed to pay Plaintiff her rightfully earned minimum wage compensation.

29. Pursuant to Labor Code §1194, Plaintiff is entitled to recover the unpaid balance of Plaintiff's minimum wages and overtime in an amount according to proof at the time of trial, which Plaintiff is informed and believes, is not less than $126,250.82, plus interest at the legal rate, reasonable attorney's fees, and costs of suit, and all applicable penalties, pursuant to

Labor Code Sections 558.1, 1194 and 1199.

FOURTH CAUSE OF ACTION

Failure to Provide Meal Periods (Labor Code §§226.7, 512, and 558.1)

(Against All Defendants)

30. Plaintiff incorporates by reference herein each and every allegation of Paragraphs 1 through 29 of this Complaint as though the same were fully set forth at this point.

31. Labor Code Sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

32. Labor Code Section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section.

33. During the three (3) year period immediately leading up to the filing of this Complaint, Plaintiff alleges that she was deprived of uninterrupted meal periods on numerous days when she worked more than five (5) hours in one (1) shift, and was not compensated by MANI for those missed meal periods.

34. Pursuant to Labor Code Sections 226.7 and 558.1, Plaintiff is entitled to damages against all Defendants in the amount equal to one (1) hour of wages at Plaintiff's regular rate of pay for each workday that the meal period is not provided, in an amount to be proven at trial.

35. Pursuant to Labor Code Sections 226.7 and 558.1, Plaintiff requests recovery of meal period compensation, which she is owed beginning three (3) years prior to the filing of this Complaint, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code and/or other statutes. Pursuant to Code of Civil Procedure Section 1021.5, and any other provision of law, Plaintiff requests that the Court award reasonable attorneys' fees and costs incurred by Plaintiff in this action.

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FIFTH CAUSE OF ACTION

Failure to Provide Rest Breaks (Labor Code §§226.7 and 558.1)

(Against All Defendants)

36. Plaintiff incorporates by reference herein each and every allegation of Paragraphs 1 through 35 of this Complaint as though the same were fully set forth at this point.

37. Labor Code Section 226.7 and the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order provide that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

38. Labor Code Section 226.7(b) provides that if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Plaintiff consistently worked more than four (4) hours per shift without rest breaks, due to MANI's regular uniform policies and practices.

39. MANI failed to reasonably make available rest breaks to Plaintiff throughout the three-year period immediately preceding the filing of this Complaint. Plaintiff alleges that, during the relevant time period, she was deprived of rest breaks on numerous workdays.

40. As a result of MANI's failure to provide rest periods for every four (4) hours or major fraction thereof worked per workday to Plaintiff, and by its failure to provide compensation for such unprovided rest periods, Defendants willfully violated the provisions of Labor Code Sections 226.7 and 558.1, and Section 12 of the applicable IWC Wage Order.

41. Plaintiff is entitled to damages against Defendants in an amount equal to one (1) hour or wages calculated at Plaintiff's regular rate of pay for each workday that the rest break is not provided in a sum to be proven at trial. Pursuant to Code of Civil Procedure Section 1021.5, and any other provision of law, Plaintiff requests the Court award reasonable attorneys' fees and costs incurred in this action.

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SIXTH CAUSE OF ACTION

Failure to Pay Wages on Separation of Employment (Labor Code §§201, 202 and 203)

(Against All Defendants)

43. Plaintiff incorporates by reference herein each and every allegation of Paragraphs 1 through 42 of this Complaint as though the same were fully set forth at this point.

44. As is set forth more fully herein, as part of Defendants' ongoing unfair business practices, MANI failed to pay all employees all wages and other compensation earned during Plaintiff's employment at the time of Plaintiff's separation in violation of Labor Code Sections 200 and 201. Specifically, Plaintiff's employment was involuntarily terminated on January 25, 2025, and through the date of the filing of this Complaint, MANI has still not fully compensated Plaintiff as alleged herein.

45. Labor Code Section 201 provides that an employer is required to pay an employee whose employment is terminated by the employer for all wages earned and unpaid immediately upon termination. Labor Code Section 202 provides that an employer is required to pay an employee who quits her employment all wages earned and unpaid no later than 72 hours thereafter.

46. Labor Code Section 203 provides that when an employer who fails to pay all wages earned and due to an employee who is discharged or who quits within the timeframe set forth in Section 201 and 202, the wages of the employee shall continue as a penalty from the due date at the same rate of pay until paid, but not more than thirty (30) days. In other words, the employer owes the employee his or her daily rate of pay, calculated at the regular rate of pay, for each day that the full amount of wages is not paid, as a penalty of up to thirty (30) days' wages.

47. Plaintiff is therefore entitled to thirty (30) days of pay at Plaintiff's final, regular rate of pay as a waiting time penalty. Plaintiff's regular rate of pay, when calculated in accordance with Section 204.11, and taking into account her commission compensation, was not less than $46.58 per hour. Plaintiff seeks to recover all such amounts against all Defendants in

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an amount to be shown according to proof at trial, in accordance with Labor Code Sections 203 and 558.1.

48. As described above, Plaintiff has not been compensated for all wages due to Plaintiff when employed by MANI in an amount not less than $68,920.82 and Plaintiff is entitled to recover from Defendants all wages due, plus interest, penalties and attorney's fees and costs pursuant to all relevant Labor Code Sections, including, without limitation, Sections 204, 558.1, 1194 and 1199.

SEVENTH CAUSE OF ACTION

Failure to Issue Accurate Wage Statements and

Maintain Records (Labor Code §§226, 226.3, 1174 and 1174.5)

(Against All Defendants)

49. Plaintiff incorporates by reference herein each and every allegation of Paragraphs 1 through 48 of this Complaint as though the same were fully set forth at this point.

50. Labor Code Sections 226, 226.3, 1174 and 1174.5, and the applicable IWC Wage Order provide that an employer must keep records and provide employees with accurate itemized wage statements showing all hours worked and each applicable rate of pay in effect during the pay period with the corresponding number of hours worked at each hourly rate.

51. Labor Code Section 226(e) provides that if an employer knowingly and intentionally fails to provide a statement accurately itemizing the gross and net wages earned, the total hours worked by the employee, and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages, or fifty dollars ($50.00) for the initial violation and one hundred dollars ($100.00) for each subsequent violation up to four thousand dollars ($4,000.00). Plaintiff is informed and believes, and based thereon alleges, that Defendants willfully failed to make or keep accurate records related to Plaintiff.

52. An employee is deemed to suffer injury if the employer fails to provide an accurate wage statement containing all of the information required by Labor Code §226(e)(2). In addition to the omission of some of the hours worked by Plaintiff, MANI also failed to

include in each wage statement the proper rates of pay, records of missed meal and rest periods, and/or premium pay.

53. Plaintiff suffered injury as a result of MANI's knowing and intentional failure to provide an accurate, itemized wage statement, and Plaintiff is therefore entitled to recover the greater of actual damages or fifty dollars ($50.00) for the initial pay period in which a violation occurs, and one hundred dollars ($100.00) for each violation in a subsequent pay period.

54. Plaintiff is informed and believes, and based thereon alleges, that MANI's failure to keep accurate payroll records, as described above, violated Labor Code §§1174(d) and 226(a), and the applicable IWC Wage Order. Plaintiff therefore seeks penalties under Labor Code §2699(f)(2); and is entitled to a penalty of one hundred dollars ($100.00) for the initial violation and two hundred dollars ($200.00) for each subsequent violation, for every pay period during which these records and information were not kept by MANI.

55. Plaintiff is informed and believes that Defendant's failure to keep and maintain accurate records and information and provide to Plaintiff accurate itemized wage statements, as described above, was knowing and intentional, and that Plaintiff is entitled to statutory penalties for each pay period in which a violation occurred. Plaintiff further seeks recovery of attorneys' fees and costs pursuant to Labor Code §226(e), and as otherwise permitted by law.

EIGHTH CAUSE OF ACTION

Unfair Business Practices (Business and Professions Code §17200, et seq.)

(Against All Defendants)

56. Plaintiff incorporates by reference herein each and every allegation of Paragraphs 1 through 55 of this Complaint as though the same were fully set forth at this point.

57. Business and Professions Code §17200 et seq. (hereinafter, the "Unfair Competition Law" or "UCL") prohibits unfair competition in the form of any unlawful, unfair or fraudulent business practice.

58. Business & Professions Code §17204 allows "any person who has suffered injury in fact and has lost money or property as a result of such unfair competition" to prosecute a civil action for violation of the UCL.

59. Labor Code §90.5(a) states that it is the public policy of the State of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

60. During Plaintiff's employment with MANI, MANI was subject to the UCL, which expressly prohibits any fraudulent, unfair or unlawful business practices.

61. From and after the date that is four years prior to the filing of this lawsuit, Defendants have committed acts of unfair competitions as defined by the UCL, by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint, including, without limitation, violations of Labor Code §§201, 202, 203, 204.11, 226.7, 351, 510, 512, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, and 2802, as well as other statutes.

62. The violations of these laws and regulations, as well as fundamental California public policies protecting workers, serve as unlawful predicate acts and practices for purposes of the UCL.

63. The acts and practices described above constitute unfair, unlawful and fraudulent business practices, and unfair competition, within the meaning of the UCL. Among other things, the acts and practices have forced Plaintiff to labor for many hours without receiving the compensation to which she was entitled by law, and to work without compensation for missed meal periods and rest breaks.

64. As a direct and proximate result of Defendants' violations over the past four years, Plaintiff has suffered monetary losses, costs and attorney's fees. Plaintiff seeks restitution in the form of unpaid wages, premium wages due for missed meal periods and rest breaks, and accrued interest at the maximum legal rate, as well as special and general damages, all of which have accrued over the four (4) year period immediately preceding the filing of this Complaint. Plaintiff also seeks injunctive relief to prohibit Defendant from violating the laws and regulations alleged in this Complaint, as well as any other available remedies.

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65. Business and Professions Code §17203 provides that the Court may restore to any person in interest and money or property that may have been acquired by means of such unfair competition. Plaintiff is entitled to restitution pursuant to Business and Professions Code §17203 for payments unlawfully not paid, including minimum wages, wages, overtime, and premiums for missed meal and rest periods for the entire four (3) year period immediately preceding the filing of this Complaint.

66. Plaintiff seeks and is entitled to restitution, civil penalties, declaratory and injunctive relief, and all other legal and equitable remedies available to her.

67. Plaintiff has incurred costs and attorney's fees in bringing this action and seeks to recover those costs under Labor Code §§226(e) and 1194 of the Labor Code.

NINTH CAUSE OF ACTION

Civil Penalties Pursuant to the Private Attorneys General Act of 2004 ("PAGA")

(Labor Code §2698, Et Seq.)

68. Plaintiff incorporates by reference herein each and every allegation of Paragraphs 1 through 67 of this Complaint as though the same were fully set forth at this point.

69. Plaintiff brings this cause of action pursuant to the Private Attorneys General Act of 2004, Labor Code §2698, *et seq.* ("PAGA") as a representative action brought by Plaintiff on behalf of herself, and other current and former aggrieved employees of Defendants who worked as hourly non-exempt employees in California during the relevant period seeking civil penalties associated with Defendants' violation of the Labor Code, based on Defendants' failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay overtime wages at the proper overtime rate of pay; failure to authorize or permit legally required and/or compliant rest periods or pay rest period premium wages; statutory penalties for failure to timely pay earned wages during employment; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation of wages for failure to timely pay employees all wages due on separation of employment. Plaintiff experienced these violations personally and is informed and believes, and based thereon alleges, that other aggrieved employees did as well. Plaintiff seeks on a

representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorney's fees pursuant to Labor Code Section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California and others aggrieved.

70. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of thirty-five thousand dollars ($35,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred at Defendants' place of business located in the County of Orange, State of California at 2300 SE Bristol Street, Suite A, Newport Beach, California 92660.

71. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of herself and other current and former employees subject to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is filed include current, former and/or future employees of Defendants who work, worked, or will work for Defendants as direct employees as well as temporary employees through temp agencies as hourly non-exempt employees in California. At all times herein mentioned, the currently named Plaintiff is and was domiciled as a resident and citizen of the State of California, County of Orange, and was employed by Defendants in an hourly position at Defendants' location in Orange County as previously alleged herein.

72. Prior to filing this First Amended Complaint, on October 17, 2025, Plaintiff gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations as required by Labor Code Section 2699.3, subdivision (a)(1). A true and correct copy of the notice is attached hereto as Exhibit "A."

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73. The LWDA has not provided Plaintiff with any notice that it intends to investigate the alleged violations. Plaintiff does not anticipate that Defendants violated Labor Code Section 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197, 2802, and the applicable Industrial Welfare Commission Wage Orders in the manner set forth hereinabove in the prior causes of action set forth in this Complaint.

74. As to the allegations of Paragraphs 1 through 68, hereinabove, every violation of California law alleged therein, was engaged in by Defendants not only as to Plaintiff, but also as to all other current and former California-based hourly non-exempt employees, including, without limitation, all of the following:

(a) As to each of the current and former California-based hourly non-exempt employees, who, at relevant times, held a valid barbering and cosmetology license from the State of California, Defendants failed to pay such employees at the rate of two (2) times the state minimum wages for hours worked, despite the fact that Defendants paid such employees on a base hourly rate plus commission basis as required by Labor Code Section 204.11;

(b) As to each of the current and former California-based hourly non-exempt employees, who, at relevant times, held a valid barbering and cosmetology license from the State of California, Defendants improperly calculated and paid overtime compensation to such workers in that Defendants did not calculate overtime compensation based upon a regular rate of pay which included using a base rate of two (2) times the state minimum wages for hours worked, despite the fact that Defendants paid such employees on a base hourly rate plus commission basis as required by Labor Code Section 204.11;

(c) As to each of the current and former California-based hourly non-exempt employees, who, at relevant times, received base pay plus commissions and/or bonuses while working for Defendants, Defendants paid overtime compensation that was not calculated based upon an appropriate regular rate of pay in that commission compensation and bonuses were not accounted for when calculating the subject regular rate of pay;

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(d) As to each of the current and former California-based hourly non-exempt employees, who, at relevant times, held a valid barbering and cosmetology license from the State of California, Defendants failed to pay such employees at the rate of two (2) times the state minimum wages for hours worked, despite the fact that Defendants paid such employees on a base hourly rate plus commission basis as required by Labor Code Section 204.11, thereby failing to pay minimum wages to those employees;

(e) As to each of the current and former California-based hourly non-exempt employees, Defendants failed to provide legally required and compliant meal periods and/or failed to pay premium wages, in that such employees regularly worked shifts of more than five (5) hours in length without receiving uninterrupted thirty (30) minute meal periods;

(f) As to each of the current and former California-based hourly non-exempt employees, Defendants failed to provide legally required and compliant rest breaks and/or failed to pay premium wages, in that such employees were not provided uninterrupted ten (10) minute rest breaks for every four (4) hours of work or major fraction thereof.

(g) As to each of the current and former California-based hourly non-exempt employees, Defendants' refusal to provide compliant meal periods, rest breaks, and/or meal and rest period premium pay, was a policy maintained by Defendants through the employment of Plaintiff and each of the current and former California-based hourly non-exempt employees;

(h) As to each of the former California-based hourly non-exempt employees, Defendants failed to pay such employees all wages and other compensation earned by them at the time of their separation from employment with Defendants, and Defendants therefore owe them civil penalties equal to thirty (30) days' wages under Labor Code Section 203; and

(i) As to each of the current and former California-based hourly non-exempt employees, Defendants failed to provide such employees with accurate wage statements entitling them to civil penalties pursuant to Labor Code Section 226(e).

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and on behalf of other aggrieved employees, respectfully prays that this Court enter judgment as follows:

ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, AND EIGHTH CAUSES OF ACTION

1. For unpaid wages in an amount to be shown according to proof at the time trial;
2. For unpaid minimum wages in an amount to be shown according to proof at the time of trial;
3. For Labor Code §1194.2 statutory liquidated damages for failure to pay minimum wages for each hour worked in an amount to be shown according to proof at the time of trial;
4. For Labor Code §226.7 compensation for failure to provide lawful meal periods in an amount to be shown according to proof at trial;
5. For Labor Code §226.7 compensation for failure to provide lawful rest breaks in an amount to be shown according to proof at trial;
6. For Labor Code §226 noncompliant wage statement statutory damages in an amount to be shown according to proof at trial;
7. For Labor Code §203 waiting time penalties in an amount to be shown according to proof at trial;
8. For restitution to Plaintiff (and disgorgement from each of the Defendants) of all funds unlawfully withheld, acquired, and/or converted by each of the Defendants by means of any act, acts, practice or practices declared by this Court to constitute unfair or unlawful competition within the meaning of Business and Professions Code §17200 et seq.
9. For all other applicable statutory penalties, as provided by law;
10. For interest on all applicable unpaid wages, penalties, and other liabilities set forth herein, pursuant to Labor Code §1194 and Civil Code §3287, and to the fullest extent provided by law;

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11. For costs of suit, according to proof, pursuant to Code of Civil Procedure §1032, Labor Code §218.5, §1194 and §226(e), and to the fullest extent provided by law;

12. For reasonable attorney fees pursuant to Labor Code §218.5, §1194, §226(e), and Code of Civil Procedure §1021.5, and to the fullest extent provided by law; and

13. For such other and further relief as the court deems just and proper.

ON THE NINTH CAUSE OF ACTION

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wage Orders as to Plaintiff and the aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations period subject to any permissible tolling, including, without limitation, those recoverable under the California Labor Code, including sections 225.5, 226.3, 558, and 2699(f);

3. For attorneys' fees and costs of suit, including, without limitation, those recoverable under California Labor Code Section 2699(g); and

4. For such other and further relief, in law and/or equity, as the Court deems just and proper.

Dated: April 21, 2026

STRAGGAS LAW GROUP, APC

By: George Straggas

George D. Straggas, *Attorneys for Plaintiff*, MARINA R. ABDELSHAHEED, an individual

EXHIBIT A
to Second Amended Complaint

STRAGGAS
STRAGGAS LAW GROUP, APC

Matter No.

0129.001

October 17, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

MEN ARE NOBLE, INC.
c/o Helen You, Esq.
453 South Spring Street, Suite 614
Los Angeles, California 90013

Vaan Sheahan, Agent for Service of Process
MEN ARE NOBLE, INC.
2300 SE Bristol Street, Suite A
Newport Beach, California 92660

Daniel Robert Sheahan, CFO
MEN ARE NOBLE, INC.
2300 SE Bristol Street, Suite A
Newport Beach, California 92660

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2698 ET SEQ.

Re: Marina R. Abdelshaheed vs. Vaan Sheahan; Men Are Noble, Inc.; Orange County Superior Court; Case No. 30-2025-01480156-CU-OE-CJC

To Whom It May Concern:

Please be advised that I have been retained by Marina R. Abdelshaheed ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§2699, et seq.) against her former employer, Men Are Noble, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees. The above-referenced lawsuit does not contain a PAGA claim, but any PAGA lawsuit by Plaintiff would be brought by amending the Complaint in that action.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of other current and former employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (the "Aggrieved Employees"). Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates a men's only hair salon within the State of California at 2300 SE Bristol Street, Suite A, Newport Beach, California 92660 under the brand names "Press Men's Hair" and "Space Products USA." As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission.

At all relevant times, Plaintiff has held a valid barbering and cosmetology license from the State of California (License No. 499265). Plaintiff became employed by Defendant on November 12, 2016, to provide services as a licensed cosmetologist to customers of Defendant. Plaintiff's employment was terminated by Defendant on January 25, 2025.

Throughout their respective employment with Defendant, Plaintiff and the Aggrieved Employees were paid for their work on an hourly rate plus commission basis. Attached hereto as Exhibit A is a true and correct copy of Plaintiff's paystub for the period of 9/29/2024 through 10/12/2024, which is typical of the paystubs she received throughout her employment. The paystub shows that Plaintiff's compensation included the following:

- Regular Pay at 17.00 per hour
- Overtime Pay at 25.50 per hour
- Bonus Pay of $800.00
- Commission of $1,147.60
- Product Commission of $69.50
- Tips of $1,057.70

During Plaintiff's employment with Defendant (effective January 1, 2018) the California Legislature enacted Labor Code §204.11, which provides in relevant part as follows:

> Commission wages paid to any employee who is licensed pursuant to the Barbering and Cosmetology Act . . . are due and payable at least

> twice during each calendar month on a day designated in advance by the employer as the regular payday. For any employee who is licensed pursuant to the Barbering and Cosmetology Act . . . , wages that are paid to that employee for providing services for which such a license is required, when paid as a percentage or a flat sum portion of the sums paid to the employer by the client recipient of such service, and for selling goods, constitute commissions, provided that the employee is paid, in every pay period in which hours are worked, a regular base hourly rate of at least two times the state minimum wage rate for all hours worked in addition to commissions paid. The employee and employer may agree to a commission in addition to the base hourly rate. An employee may be compensated for rest and recovery periods at a rate of pay not less than the employee's regular base hourly rate. Nothing in this section shall be interpreted to limit any rights or remedies otherwise available under state or federal law, including the right to overtime compensation.

Throughout Plaintiff's employment, Defendant committed numerous Labor Code violations. As discussed below, Plaintiff's experience working with Defendant was typical and illustrative of the working conditions of the Aggrieved Employees.

<u>Individual Liability Under Labor Code §558.1</u>

Labor Code §558.1 permits joint and several liability as to both an individual and employer for violation of Labor Code §§203, 204.11, 226, 226.7, 1194 and 2802. Defendant's sole shareholder, Vaan Sheahan, and Defendant, at all relevant times, were employers or persons acting on behalf of employers who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the Labor Code. The Legislature defines "other person acting as an employer" as a "natural person who is an owner, director, officer, or managing agent of the employer." Attached hereto as Exhibit B is a true and correct copy of the Statement of Information for Defendant filed with the Secretary of State on December 23, 2024, showing that Vaan Sheahan is the Chief Executive Officer & Secretary of Defendant, and that Daniel Robert Sheahan is its Chief Financial Officer.

Failure to Pay Minimum Wages, and Failure to Pay for All Hours Worked, Including Overtime

Labor Code §1197 provides as follows:

> The minimum wage for employees fixed by the commission ***or by any applicable state or local law***, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity. (emphasis added)

Labor Code §204.11 is an "applicable state law" which sets the minimum wage to be paid to licensed cosmetologists compensated on an hourly rate plus commission basis. Pursuant to Labor Code §204.11, because Defendant compensated Plaintiff on a basis of hourly wages plus commission, Defendant was required to pay Plaintiff at an hourly rate that was twice the State minimum wage. The following chart shows that Plaintiff was not paid the required minimum wage under Labor Code §204.11:

Year	State Minimum Wage Rate	§204.11 Minimum Wage Rate	Wage Rate Paid by Defendant
2020	$12.00	$24.00	$13.00
2021	$13.00	$26.00	1/1 to 5/15 = $13.00 5/15 to 12/31 = $14.00
2022	$14.00	$28.00	1/1 to 2/19 = $14.00 2/20 to 12/31 = $16.00
2023	$15.50	$31.00	1/1 to 10/28 = $16.00 10/29 to 12/31 = $17.00
2024	$16.00	$32.00	$17.00
2025	$16.50	$33.00	$17.00

Moreover, during her employment with Defendant, Plaintiff often worked more than 8 hours in one workday, and/or one hour in one workweek. Defendant failed to pay Plaintiff accurately for the overtime hours she worked in that:

(a) Defendant did not always pay Plaintiff for overtime hours worked;

(b) When Defendant did pay Plaintiff for overtime hours worked, Defendant did not take into account the commission payments and non-discretionary bonuses being made to Plaintiff when calculating her Regular Rate of Pay for overtime purposes, and instead paid Plaintiff 1.5 times her base compensation rate; and

(c) When Defendant did pay Plaintiff for overtime hours worked, Defendant did not take into account the double minimum wage requirement of Labor Code §204.11 when calculating Plaintiff's regular rate of pay for overtime purposes, and instead paid Plaintiff 1.5 times her base compensation rate.

Under California law, an employer must pay employees for all "hours worked," which is defined as the time during which the employee is subject to the control of the employer, and includes all time the employee is suffered or permitted to work. In addition, Labor Code §510 provides that employees shall not be employed more than eight (8) hours in any workday nor forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages as required by law.

Labor Code §1194(a) provides as follows:

> (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Labor Code §210 (which specifically references violations of §204.11) provides for a civil penalty of $100 per employee for the first violation, and $250 for each subsequent violation, of Defendant's failure to pay wages when due. Labor Code §218.5 referenced the right of employees to recover interest and reasonable attorney's fees and costs. Labor Code §558 provides for civil penalties for underpayment of overtime in the amount of $50 per underpaid employee for the first violation, and $100 for each subsequent violation. Labor Code §1197.1 provides for civil penalties for failure to pay minimum wages in the amount of the unpaid wages, liquidated damages under Labor Code §1194.2, and $100 per employee for the first violation, and $250 per employee for each subsequent violation.

<u>Failure to Provide Meal Periods</u>

Under the applicable wage orders, employers have an affirmative obligation to relieve employees of all duty in order to take a 30-minute uninterrupted and duty-free meal period no later than the start of the sixth hour in a workday. Employees are entitled to be paid one hour of additional wages for each workday they were not provided with required meal periods.

During the relevant period leading up to this notice, Plaintiff, and the Aggrieved Employees, were each deprived of uninterrupted meal periods on numerous days when working more than five (5) hours in one shift, and were not compensated by Defendant for those missed meal periods. Pursuant to Labor Code §226.7, Plaintiff and each of the Aggrieved Employees are entitled to one premium hour of pay for each missed meal period. They are also entitled to civil penalties under §§210, 218.5, 203, 226, 226.6, 1197.1 and 1194.2, as described hereinbelow.

Failure to Permit Rest Periods

Under the applicable wage orders, employers are required to permit breaks of ten uninterrupted minutes to each employee for each four hours of work or major faction thereof. Employees are entitled to be paid one hour of additional wages for each workday they were not provided with required rest periods. During the relevant period leading up to this notice, Plaintiff, and the Aggrieved Employees, were each deprived of uninterrupted rest periods on numerous workdays, and were not compensated by Defendant for those missed rest periods. Pursuant to Labor Code §226.7, Plaintiff and each of the Aggrieved Employees are entitled to one premium hour of pay for each missed rest period. They are also entitled to civil penalties under §§210, 218.5, 203, 226, 226.6, 1197.1 and 1194.2, as described hereinbelow.

Failure to Pay Wages upon Separation of Employment

Labor Code §§201 and 292 provide that when an employee separates from employment (either by termination or resignation), the employer must timely pay all earned and unpaid wages at the time of discharge. If the separation is by resignation, the employer has 72 hours to provide such payment.

Because of the payment practices of Defendant set forth above, Plaintiff and those of the Aggrieved Employees who no longer work for Defendant, were not paid the total compensation due to them at the time of their separation from employment with Defendant. Defendant's willful misconduct violates §§201 and 202; and pursuant to §203, the wages of Plaintiff and said Aggrieved Employees continued to accrue for 30 days beyond the date of their separation. In addition, Defendant is liable to Plaintiff and the relevant Aggrieved Employees for civil penalties under Labor Code

§2699(f)(2) for failing to timely pay wages, and under §226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code §226(a) requires employers to furnish each employee with an accurate wage statement showing, *inter alia,* the gross wages earned, the net wages earned, and all applicable hourly rates in effect during the pay period. As discussed above, Defendant:

- Understated the gross wages earned on every wage statement because it failed to properly pay Plaintiff and the Aggrieved Employees in accordance with §204.11, failed to pay premium payments for missed meal and rest periods, and failed to pay the proper amount of overtime wages;
- Understated the net wages earned on every wage statement for the same reasons; and
- Failed to show the various hourly rates that were attributable to the pay period, which would have varied from pay period to pay period because the commission and non-discretionary bonus compensation was variable and affected the calculation of Regular Rate of Pay (and therefore the calculation of the overtime rate of pay).

Pursuant to §226, an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 for each subsequent violation, with the total penalty not to exceed $4,000 per employee. In addition, §226.3 provides additional penalties of $250 per employee for the first citation, and $1,000 per employee for each additional violation. Also, §226.6 provides for a $1,000 fine for knowing violations of §226.

Failure to Pay All Earned Wages Twice Per Month

Based on Defendant's failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code §204 which required Defendant to pay them all earned wages at least two times per month. In addition to the wages not properly paid, Defendant is liable for civil penalties in accordance with §210, as described more fully above.

Violation of Required Labor Conditions

Labor Code §§1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the wage orders, and any violation, refusal, or neglect to comply with any provision of Part 4, Chapter 1 of the Labor Code, including §§1174, 1197 or 1198, or any order or ruling of the commission. Defendant's violations, including, without limitation, with respect to meal periods, rest periods, minimum wages, and overtime wages as described herein, result in separate violations of §§1198 and 1199, which subject Defendant to civil penalties under Labor Code §§1197.1 and 2699.

Action for Civil Penalties under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to Plaintiff and the Aggrieved Employes, including, without limitation, Labor Code §§201-203, 204, 204.11, 226, 226.3, 226.6, 510, 512, 558, 558.1, 1174, 1194, 1197,1, 1198, and 1199 and all applicable Wage Orders.

Defendant has violated the above-referenced Labor Code provisions, the applicable Wage Orders, as well as other laws and is liable for wages, premium wages, statutory and civil penalties, interest, attorney's fees and costs. The civil penalties Plaintiff seeks to recover on behalf of herself and the Aggrieved Employees include, but are not limited to, the statutory and civil penalties described hereinabove.

Therefore, on behalf of herself and all Aggrieved Employees, Plaintiff seeks applicable penalties related to the above violations pursuant to PAGA. These include, without limitation, Labor Code §§203, 210, 218.5, 226, 226.3, 226.6, 226.7, 558, 558.1, 1174.5, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and to its agent for service of process. Notice has also been provided to Defendant's attorney of record in the pending litigation.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or the Aggrieved Employees, or any additional facts, Plaintiff expressly reserves the right to revise these facts and add any new claims by amending this claim letter of by adding applicable causes of action to the Complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. Please call me if you have any questions.

Sincerely,

George D. Straggas

George D. Straggas

Enclosures
cc: client

Exhibit A

Men Are Noble Inc.
2300 SE Bristol suite A
Newport Beach CA 92660

Pay Stub Detail
PAY DATE: 10/15/2024
NET PAY: $2,995.80

*Marina R. Abdelshaheed
[redacted]

EMPLOYER
Men Are Noble Inc.
2300 SE Bristol suite A
Newport Beach CA 92660

EMPLOYEE
*Marina R. Abdelshaheed
[redacted]

SS#: ...[redacted]

BENEFITS	Accrued	Used	Available
Sick	0.00	0.00	16.00
Paid time off	0.00	0.00	-45.50

MEMO:

PAY PERIOD

Period Beginning	09/29/2024
Period Ending:	10/12/2024
Pay Date:	10/15/2024
Total Hours:	73.78

OTHER PAY/CONTRIBUTIONS	Current	Year To Date
Dental Insurance - SimplyInsured	0.00	0.00
Medical Insurance - SimplyInsurec	0.00	0.00
Guideline Traditional 401(k)	0.00	0.00
Guideline Roth 401(k)	0.00	0.00

NET PAY:	**$2,995.80**
Acct#....[redacted]	$2,995.80

PAY	Hours	Rate	Current	YTD
Regular Pay	73.37	17.00	1,247.29	24,211.23
Overtime Pay	0.41	25.50	10.46	368.04
Paid time off	-	17.00	0.00	408.00
Sick Pay	-	17.00	0.00	136.00
Bonus	-	-	800.00	8,000.00
Commission	-	-	1,147.60	22,454.72
Product Commission	-	-	69.50	1,708.18
Paycheck Tips	-	-	1,057.70	20,026.75

DEDUCTIONS	Current	YTD
Dental Insurance - SimplyInsured	0.00	0.00
Medical Insurance - SimplyInsured	0.00	0.00
Guideline Traditional 401(k)	0.00	0.00
Guideline Roth 401(k)	0.00	0.00

TAXES	Current	YTD
Federal Income Tax	677.14	11,193.06
Social Security	268.62	4,793.40
Medicare	62.82	1,121.04
CA Income Tax	280.51	4,496.64
CA State Disability Ins	47.66	850.43

SUMMARY	Current	YTD
Total Pay	$4,332.55	$77,312.92
Taxes	$1,336.75	$22,454.57
Deductions	$0.00	$0.00

Net Pay **$2,995.80**

Exhibit B

BA20242252231

B3291-9482 12/23/2024 2:08 PM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only
-FILED-
File No.: BA20242252231
Date Filed: 12/23/2024

Entity Details

Corporation Name	MEN ARE NOBLE, INC.
Entity No.	3621508
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	2300 SE BRISTOL ST. STE A NEWPORT BEACH, CA 92660

Mailing Address of Corporation

Mailing Address	2300 SE BRISTOL ST. STE A NEWPORT BEACH, CA 92660
Attention	

Street Address of California Office of Corporation

Street Address of California Office	2300 SE BRISTOL ST. STE A NEWPORT BEACH, CA 92660

Officers

Officer Name	Officer Address	Position(s)
VAAN SHEAHAN	2300 SE BRISTOL ST. STE A NEWPORT BEACH, CA 92660	Chief Executive Officer, Secretary
Daniel Robert Sheahan	2300 SE Bristol St. STE A Newport Beach, CA 92660	Chief Financial Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
Dan Sheahan	2300 SE Bristol St. STE A Newport Beach, CA 92660

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	VAN SHEAHAN
Agent Address	2300 SE BRISTOL ST. STE A NEWPORT BEACH, CA 92660

Type of Business

Type of Business	HAIR SALON

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

ADDIE MENDEZ	*12/23/2024*
Signature	Date

B3291-9483 12/23/2024 2:08 PM Received by California Secretary of State

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, Sarah Borghese Pentoney, am employed by Straggas Law Group, APC in the County of Orange, State of California and my business address is 6 Venture, Suite 235, Irvine, CA 92618. I am over the age of 18 and not a party to the within action.

On April 21, 2026, I served the within document described as **SECOND AMENDED COMPLAINT OF PLAINTIFF MARINA R. ABDELSHAHEED** on all interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

PLEASE SEE ATTACHED SERVICE LIST

☐ (BY U.S. MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Irvine, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ (BY ELECTRONIC SERVICE) I caused the above document to be served by electronic transmission to each party at their email address listed on the attached service list, pursuant to Code of Civil Procedure §1010.6.

☒ (BY ELECTRONIC SERVICE PROVIDER) I caused the above document to be served via One Legal's "e-service" by electronic transmission to each party at their email address listed on the attached service list, pursuant to Code of Civil Procedure §1010.6.

☐ (BY EXPRESS SERVICE CARRIER) At Irvine, California, I caused such envelope(s) to be served by a method of delivery providing for overnight delivery by depositing such envelope in a box or other facility maintained by Federal Express with delivery fees paid or provided for.

☐ (BY PERSONAL SERVICE) I caused such envelope(s) to be delivered by hand only to counsel for the interested parties at the address listed below:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed at Irvine, California, on April 21, 2026.

Sarah Borghese Pentoney

SERVICE LIST

Helen Mei You, Esq.
LAW OFFICE OF HELEN YOU
3006 S. Vermont Ave., #508
Los Angeles, CA 90007
helen@helenyoulegal.com

Attorneys for Defendants,
VAAN SHEAHAN, an individual; and, MEN ARE NOBLE, INC., a California corporation