

**GABROY | MESSER**  
170 South Green Valley Pkwy., Suite 280  
Henderson, Nevada 89012  
(702) 259-7777 FAX: (702) 259-7704

1 **COMJD**  
2 Christian Gabroy  
3 Nev. Bar No. 8805  
4 Kaine Messer  
5 Nev. Bar No. 14240  
6 GABROY | MESSER  
7 The District at Green Valley Ranch  
8 170 South Green Valley Parkway  
9 Suite 280  
10 Henderson, Nevada 89012  
11 Tel: (702) 259-7777  
12 Fax: (702) 259-7704  
13 christian@gabroy.com  
14 kmesser@gabroy.com

15  
16 Joshua D. Buck  
17 Nev. Bar No. 12187  
18 Leah L. Jones  
19 Nev. Bar No. 13161  
20 THIERMAN BUCK LLP  
21 325 West Liberty Street  
22 Reno, Nevada 89501  
23 Tel: (775) 284-1500  
24 Fax: (775) 703-5027  
25 josh@thiermanbuck.com  
26 leah@thiermanbuck.com

27 *Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

Plaintiff,

vs.

FRSCO CORPORATION d/b/a and a/k/a  
MCDONALD'S; DOES 1 through 50;  
inclusive,

Defendant(s).

Case No.:  
Dept. No.:

**CLASS ACTION COMPLAINT**

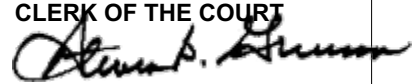
**Arbitration Exemption Claimed:  
Class Action**

- 1) Failure to Pay Overtime in Violation of NRS §§ 608.018 and 608.140;
- 2) Failure to Timely Pay All Wages Due and Owing in Violation of NRS §§ 608.020-050 and 608.140; and,
- 3) Injunctive Relief.

**LIEN REQUESTED PURSUANT TO  
NRS § 608.050**

**JURY TRIAL DEMANDED**

Electronically Filed  
2/1/2024 7:53 AM  
Steven D. Grierson  
CLERK OF THE COURT



CASE NO: A-24-886252-C  
Department 3

1 Plaintiff Trevor Allen-Ricksecker (“Plaintiff” or “Allen-Ricksecker”) on behalf of  
2 himself and all others similarly situated and alleges the following:

3 All allegations in the Complaint are based upon information and belief except for  
4 those allegations that pertain to the Plaintiff named herein and is counsel. Each  
5 allegation in the Complaint either has evidentiary support or is likely to have evidentiary  
6 support after a reasonable opportunity for further investigation and discovery.

7 **JURISDICTION AND VENUE**

8 1. This Court has original jurisdiction over the state law claims alleged herein  
9 because the amount in controversy exceeds \$15,000 and a party seeking to recover  
10 unpaid wages has a private right of action pursuant to the Nevada Constitution, Article  
11 15 Section 16, and Nevada Revised Statute (“NRS”) sections 608.050 and 608.140. See  
12 *Neville v. Eighth Judicial Dist. Court in & for County of Clark*, 406 P.3d 499, 502 (Nev.  
13 2017); *HG Staffing, LLC, et al. v Second Judicial District Court*, Nevada Supreme Court  
14 Case No. 79118 (May 7, 2020).

15 2. Plaintiff also claims a private cause of action to foreclose a lien against the  
16 property owner for wages due pursuant to NRS § 608.050.

17 3. Plaintiff made a proper demand for wages due pursuant to NRS § 608.140  
18 on January 26, 2024.

19 4. Venue is proper in this Court because the Defendants named herein  
20 maintain a principal place of business or otherwise are found in this judicial district and  
21 many of the acts complained of herein occurred in Clark County, Nevada.

22 5. Plaintiff demands a jury trial on all issues triable by jury herein.

23 **PARTIES**

24 6. Plaintiff was at all relevant times a resident of the State of Nevada and  
25 was employed by Defendant as a non-exempt hourly employee from September 2018  
26 to June 2023.

27 7. Defendant FRSCO Corporation d/b/a and a/k/a McDonald’s (“Defendant”)  
28 is a domestic corporation listed with the Nevada Secretary of State.



1 19. On many occasions, the number of hours he worked in any week of work  
2 under Nevada law was over 40 hours.

3 20. For instance, during the workweek of February 18, 2022, Defendant  
4 scheduled Plaintiff to work and Plaintiff did work over 8 hours in a 24-hour period of time  
5 and over 40 hours in a workweek. See a true and correct copy of Plaintiff's timecard  
6 attached hereto as Exhibit I.

7 21. But despite having worked more than 8 hours in a 24-hour period of time  
8 and over 40 hours in a workweek, Defendant failed to compensate Plaintiff at 1 ½ times  
9 his regular rate of pay for all the overtime hours he worked. See a true and correct copy  
10 of Plaintiff's pay statement history attached hereto as Exhibit II.

11 22. Specifically, during the workweek of February 18, 2022, Defendant failed to  
12 pay Plaintiff his due overtime premium for no less than 3.47 hours.

13 23. Similarly, during the workweek of February 26, 2022, Defendant scheduled  
14 Plaintiff to work and Plaintiff did work over 8 hours in a 24-hour period of time and over  
15 40 hours in a workweek. See Exhibit I.

16 24. But despite having worked more than 8 hours in a 24-hour period of time  
17 and over 40 hours in a workweek, Defendant failed to compensate Plaintiff at 1 ½ times  
18 his regular rate of pay for all the overtime hours he worked. See Exhibit II.

19 25. Specifically, during the workweek of February 26, 2022, Defendant failed to  
20 pay Plaintiff his due overtime premium for no less than 3.05 hours.

21 **CLASS ACTION ALLEGATIONS**

22 26. Plaintiff realleges and incorporates by this reference all the paragraphs  
23 above in this Complaint as though fully set forth herein.

24 27. Plaintiff brings this action on behalf of himself and all other similarly  
25 situated employees as a class action under Rule 23 of the Nevada Rules of Civil  
26 Procedure.

27 28. The **Nevada Overtime Class** is defined as "All hourly paid non-exempt  
28 persons employed by Defendants in the state of Nevada who (A) earned less than 1 ½

1 times the applicable minimum wage and who worked over eight (8) hours in a workday  
2 or (B) who worked over forty (40) hours in a workweek at any time within 3 years from  
3 January 26, 2024 until judgment.”

4 29. The **Waiting Time Wages Class** is defined as “All Nevada Overtime Class  
5 Members who are former employees of Defendants.”

6 30. Class treatment is appropriate under Rule 23’s class certification  
7 mechanism because:

8 a. The Classes are Sufficiently Numerous: Upon information and belief,  
9 Defendants employ, and have employed, in excess of 40 Nevada Overtime Class  
10 Members within the applicable time period. Because Defendant is legally obligated to  
11 keep accurate payroll records, Plaintiff alleges that Defendant’s records will establish the  
12 members of the Classes as well as their numerosity.

13 b. Plaintiff’s Claim is Typical to Those of Fellow Class Members: Each  
14 Class Member is and was subject to the same practices, plans, or policies as Plaintiff:  
15 whether Defendant compensated Plaintiff and members of the Class daily and/or  
16 overtime wages when they worked over 8 hours in a workday or over 40 hours in a  
17 workweek and whether members of the Waiting Time Wages Class are entitled to  
18 waiting time wages for the failure to pay them minimum, regular, and overtime wages  
19 owed.

20 c. Common Questions of Law and Fact Exist: Common questions of  
21 law and fact exist and predominate as to Plaintiff and the Class Members, including,  
22 without limitation: whether Defendant failed to pay Plaintiff and the Class Members one  
23 and one-half times their regular rate for all hours worked in excess of 8 hours a workday  
24 or in excess of 40 hours a workweek and whether Defendant failed to pay the Waiting  
25 Time Wages Class Members all their wages due and owing in violation of NRS §  
26 608.020-050.

27 d. Plaintiff is Adequate Representative of the Class: Plaintiff will fairly  
28 and adequately represent the interests of the Classes because Plaintiff is a member of

1 the Classes, he has issues of law and fact in common with all members of the Classes,  
2 and his interests are not antagonistic to Class members. Plaintiff and his counsel are  
3 aware of their fiduciary responsibilities to Class Members and are determined to  
4 discharge those duties diligently by vigorously seeking the maximum possible recovery  
5 for Class Members.

6 e. Predominance/Superior Mechanism: Class claims predominate and  
7 a class action is superior to other available means for the fair and efficient adjudication of  
8 this controversy. Each Class Member has been damaged and is entitled to recovery by  
9 reason of Defendant's illegal policy and/or practice of failing to compensate its  
10 employees in accordance with Nevada wage and hour law. The prosecution of individual  
11 remedies by each Class Member will tend to establish inconsistent standards of conduct  
12 for Defendant and result in the impairment of Class Members' rights and the disposition  
13 of their interest through actions to which they were not parties.

14 **FIRST CAUSE OF ACTION**  
15 **Failure to Pay Overtime Wages in Violation of NRS §§ 608.018 and 608.140**  
16 **(On Behalf of Plaintiff and the Nevada Overtime Class)**

17 31. Plaintiff realleges and incorporates by this reference all the paragraphs  
18 above in this Complaint as though fully set forth herein.

19 32. NRS § 608.140 provides that an employee has a private right of action for  
20 unpaid wages.

21 33. NRS § 608.018(1) provides as follows:

22 An employer shall pay 1 1/2 times an employee's  
23 regular wage rate whenever an employee who receives  
24 compensation for employment at a rate less than 1 1/2 times  
25 the minimum rate prescribed pursuant to NRS 608.250  
works: (a) More than 40 hours in any scheduled week of  
work; or (b) More than 8 hours in any workday unless by  
mutual agreement the employee works a scheduled 10  
hours per day for 4 calendar days within any scheduled  
week of work.

26 34. NRS § 608.018(2) provides as follows:

27 An employer shall pay 1 1/2 times an employee's regular  
28 wage rate whenever an employee who receives

1 compensation for employment at a rate not less than 1 1/2  
2 times the minimum rate prescribed pursuant to NRS 608.250  
works more than 40 hours in any scheduled week of work.

3 35. As described above, Defendant maintains a policy and/or practice of  
4 refusing to pay full daily and weekly overtime when Plaintiff and members of the Nevada  
5 Overtime Class worked over 8 hours in a workday or 40 hours in a workweek. As a  
6 result, Plaintiff and Nevada Overtime Class Members have been denied overtime  
7 compensation according to Nevada law.

8 36. Wherefore, Plaintiff demands for himself and all Nevada Overtime Class  
9 Members that Defendant pay Plaintiff and Nevada Overtime Class Members one and  
10 one-half times their “regular rate” of pay for all hours worked in excess of eight (8) hours  
11 in a workday and in excess of forty (40) hours in a workweek during the relevant time  
12 period together with attorneys’ fees, costs, and interest as provided by law.

13 **SECOND CAUSE OF ACTION**  
14 **Waiting Time Wages Pursuant to NRS §§ 608.020-.050 and 608.140**  
15 **(On Behalf of Plaintiff and the Waiting Time Wages Class)**

16 37. Plaintiff realleges and incorporates by this reference all the paragraphs  
above in this Complaint as though fully set forth herein.

17 38. NRS § 608.140 provides that an employee has a private right of action for  
18 unpaid wages.

19 39. NRS § 608.020 provides that “[w]henver an employer discharges an  
20 employee, the wages and compensation earned and unpaid at the time of such  
21 discharge shall become due and payable immediately.”

22 40. NRS § 608.030 provides that “[w]henver an employee resigns or quits his  
23 or her employment, the wages and compensation earned and unpaid at the time of the  
24 employee’s resignation or quitting must be paid no later than...[t]he day on which the  
25 employee would have regularly been paid the wages or compensation; or[s]even days  
26 after the employee resigns or quits...whichever is earlier.”

27 41. NRS § 608.040(1) (a-b), in relevant part, imposes additional wages on an  
28 employer who fails to pay a discharged or quitting employee: “Within 3 days after the

1 wages or compensation of a discharged employee becomes due; or on the day the  
2 wages or compensation is due to an employee who resigns or quits, the wages or  
3 compensation of the employee continues at the same rate from the day the employee  
4 resigned, quit, or was discharged until paid for 30-days, whichever is less.”

5 42. NRS § 608.050 grants an “employee lien” to each discharged or laid-off  
6 employee for the purpose of collecting the wages or compensation owed to them “in the  
7 sum agreed upon in the contract of employment for each day the employer is in default,  
8 until the employee is paid in full, without rendering any service therefore; but the  
9 employee shall cease to draw such wages or salary 30 days after such default.”

10 43. By failing to pay Waiting Time Wages Class Members their overtime wages  
11 in violation of state law, Defendant has failed to timely remit all wages due and owing to  
12 the Waiting Time Wages Class Members.

13 44. Despite demand, Defendant willfully refused and continue to refuse to pay  
14 Waiting Time Wages Class Members all the wages that were due and owing upon the  
15 termination of their employment.

16 45. Wherefore, the Waiting Time Wages Class Members demand thirty (30)  
17 days of pay as waiting wages under NRS §§ 608.040 and 608.140, and thirty (30) days  
18 of pay as waiting wages under NRS §§ 608.050 and 608.140, together with attorneys’  
19 fees, costs, interest, and punitive damages, as provided by law.

20 **THIRD CAUSE OF ACTION**  
21 **Injunctive/Declaratory Relief**  
22 **(On Behalf of Plaintiff and the Nevada Overtime Class)**

23 46. Plaintiff realleges and incorporates by this reference all the paragraphs  
24 above in this Complaint as though fully set forth herein.

25 47. As Defendant has failed to compensate Plaintiff and members of the  
26 Overtime Class at the correct overtime wage rate for all the overtime hours that they  
27 worked pursuant to NRS § 608.018, Defendant has wrongfully withheld wages properly-  
28 owed to the Plaintiff and the Overtime Class Members.





- 1 4. For waiting time wages pursuant to NRS §§ 608.040-.050 and 608.140;
- 2 5. For a lien on the property where Plaintiff and all Nevada Class Members
- 3 labored pursuant to NRS § 608.050;
- 4 6. For interest as provided by law at the maximum legal rate;
- 5 7. For injunctive relief;
- 6 8. For declaratory relief;
- 7 9. For punitive damages;
- 8 10. For reasonable attorneys' fees authorized by statute;
- 9 11. For costs of suit incurred herein;
- 10 12. For pre-judgment and post-judgment interest, as provided by law; and,
- 11 13. For such other and further relief as the Court may deem just and proper.

12 DATED: February 1, 2024

13 Respectfully submitted,

14 GABROY | MESSER

15 By: /s/ Christian Gabroy

16 Christian Gabroy  
17 Nev. Bar No. 8805  
18 Kaine Messer  
19 Nev. Bar No. 14240  
20 The District at Green Valley Ranch  
21 170 South Green Valley Parkway  
22 Suite 280  
23 Henderson, NV 89012  
24 Tel: (702) 259-7777  
25 Fax: (702) 259-7704  
26 christian@gabroy.com  
27 kmesser@gabroy.com

28 Joshua D. Buck  
Nev. Bar No. 12187  
Leah L. Jones  
Nev. Bar No. 13161  
THIERMAN BUCK LLP  
325 West Liberty Street  
Reno, Nevada 89501  
Tel: (775) 284-1500  
Fax: (775) 703-5027  
josh@thiermanbuck.com  
leah@thiermanbuck.com

*Attorneys for Plaintiff*

# EXHIBIT I

Employee Name	Timecard #	GEID	Minor Age	Date	Scheduled Shift	Clock In	Clock Out	Start Break	End Break	Break Length	Paid H:MM	HOURS
				02/18/2022	09:00-17:00	09:00	17:01	11:16	11:46	30	7:31	7.52
								13:07	13:20	13		
								15:14	15:24	10		
				02/19/2022	16:00-23:00	16:00	23:02	18:03	18:16	13	7:02	7.03
								21:36	21:46	10		
				02/21/2022	10:00-17:00	10:00	17:00	12:26	12:39	13	7:00	7.00
								16:18	16:33	15		
				02/24/2022	12:00-16:00	12:01	16:13	13:53	14:05	12	4:12	4.20
				02/25/2022	15:00-23:00						0:00	
				02/26/2022	15:00-23:00	15:00	23:03	18:22	18:54	32	7:31	7.52
								20:06	20:16	10		
								20:37	20:47	10		
				02/28/2022	08:00-16:00	07:59	16:02	11:20	11:59	39	7:24	7.40
								13:58	14:09	11		
								15:43	15:55	12		
				03/01/2022	08:00-16:00	08:00	16:07	12:07	12:39	32	7:35	7.58
								14:10	14:22	12		
								14:56	15:09	13		
				03/04/2022	15:00-23:00	15:01	23:01	17:08	17:43	35	7:25	7.42
								19:18	19:28	10		
								21:16	21:28	12		
				03/05/2022	16:00-23:00	17:55	23:03	20:00	20:12	12	5:08	5.13
				03/11/2022	17:00-23:00						0:00	
				03/12/2022	17:00-23:00	17:00	23:00	19:11	19:21	10	6:00	6.00
								TOTAL			193:50	193.83
TREVOR ALL	049	6226600		01/14/2022	05:00-13:00	04:58	13:05	08:12	08:44	32	7:35	7.58
								11:43	11:53	10		
								12:36	12:46	10		
				01/17/2022	07:00-15:00						0:00	
				01/18/2022	05:00-13:00						0:00	
				01/19/2022	06:00-15:00						0:00	
				01/20/2022	06:00-14:00						0:00	
				01/21/2022	06:00-14:00						0:00	
				01/24/2022	07:00-15:00	07:00	15:40	09:05	09:35	30	8:10	8.17
								11:46	11:56	10		
								13:29	13:39	10		
				01/25/2022	10:00-18:00	09:00	18:04	13:09	13:40	31	8:33	8.55
								16:05	16:15	10		
								16:55	17:05	10		
				01/26/2022	06:00-14:00	06:00	14:14	08:41	09:11	30	7:44	7.73
								11:20	11:30	10		
								12:44	12:54	10		
				01/27/2022	05:00-13:00	05:00	13:09	08:05	08:35	30	7:39	7.65
								09:30	09:40	10		
								11:44	11:54	10		
				01/28/2022	05:00-13:00	05:01	14:07	07:56	08:26	30	8:36	8.60
								10:56	11:06	10		
								12:27	12:37	10		
				01/31/2022	07:00-15:00	06:55	15:43	09:32	10:02	30	8:18	8.30

The material contained herein is business confidential information of FRSCO and may not be used or copied without the prior written permission of Kristen Vlcek, unless it is being used in Employee Protected Communications. Employee Protected Communications are communications by non-supervisory employees regarding terms and conditions of employment, such as wages and benefits, hours, working conditions and personnel actions.

Employee Name	Timecard #	GEID	Minor Age	Date	Scheduled Shift	Clock In	Clock Out	Start Break	End Break	Break Length	Paid H:MM	HOURS
							-	11:48	- 11:58	10		
							-	14:03	- 14:14	11		
				02/01/2022	11:00-19:00	10:59	- 19:05	14:25	- 14:56	31	7:35	7.58
							-	16:07	- 16:17	10		
							-	17:26	- 17:37	11		
				02/02/2022	06:00-15:00	06:01	- 15:13	09:10	- 09:41	31	8:41	8.68
							-	10:32	- 10:42	10		
							-	13:07	- 13:17	10		
				02/03/2022	06:00-15:00	05:52	- 16:04	08:06	- 08:36	30	9:42	9.70
							-	10:53	- 11:03	10		
							-	14:38	- 14:48	10		
				02/04/2022	05:00-13:00	04:59	- 13:11	07:46	- 08:18	32	7:40	7.67
							-	10:53	- 11:03	10		
							-	11:48	- 11:58	10		
				02/05/2022		14:20	- 22:18	16:22	- 16:52	30	7:28	7.47
							-	18:56	- 19:06	10		
							-	20:09	- 20:19	10		
				02/07/2022	07:00-15:00	07:00	- 15:48	08:50	- 09:20	30	8:18	8.30
							-	11:47	- 11:57	10		
							-	14:06	- 14:18	12		
				02/08/2022	10:00-18:00	10:00	- 19:03	14:46	- 15:16	30	8:33	8.55
							-	16:07	- 16:18	11		
							-	16:50	- 17:00	10		
				02/09/2022	08:00-16:00	07:59	- 16:07	10:16	- 10:46	30	7:38	7.63
							-	14:04	- 14:14	10		
							-	14:55	- 15:06	11		
				02/10/2022	06:00-15:00	06:00	- 09:36	09:00	- 09:30	30	3:06	3.10
				02/11/2022	07:00-15:00	06:59	- 15:12	09:05	- 09:35	30	7:43	7.72
							-	12:19	- 12:29	10		
							-	14:02	- 14:12	10		
				02/12/2022		05:00	- 13:27	08:38	- 09:09	31	7:56	7.93
							-	10:54	- 11:04	10		
				02/14/2022	09:00-17:00	08:56	- 18:20	14:39	- 15:10	31	8:53	8.88
				02/15/2022	10:00-18:00	09:59	- 18:54	15:23	- 15:54	31	8:24	8.40
							-	16:07	- 16:18	11		
				02/16/2022	08:00-17:00	08:00	- 17:35	10:32	- 11:02	30	9:05	9.08
							-	13:32	- 13:43	11		
							-	16:13	- 16:23	10		
				02/17/2022	06:00-15:00	06:00	- 15:07	09:02	- 09:32	30	8:37	8.62
							-	11:12	- 11:22	10		
							-	14:11	- 14:22	11		
				02/18/2022	07:00-15:00	06:00	- 15:01	08:48	- 09:19	31	8:30	8.50
							-	10:45	- 10:55	10		
							-	13:03	- 13:14	11		
				02/21/2022	07:00-15:00	07:00	- 15:48	09:50	- 10:21	31	8:17	8.28
							-	12:10	- 12:21	11		
							-	13:54	- 14:04	10		
				02/22/2022	10:00-18:00						0:00	
				02/23/2022	08:00-17:00	08:01	- 17:59	09:49	- 10:20	31	9:27	9.45

The material contained herein is business confidential information of FRSCO and may not be used or copied without the prior written permission of Kristen Vlcek , unless it is being used in Employee Protected Communications. Employee Protected Communications are communications by non-supervisory employees regarding terms and conditions of employment, such as wages and benefits, hours, working conditions and personnel actions.

# EXHIBIT II

## Pay Statement History

### Current year

First Name	Last Name	Employee Status	Pay Date	Gross	Deductions (EE)	Taxes (EE)	Net Payment	Actual Work Hours	Base Hourly Rate
TREVOR	ALLEN-RICKSECKER	Terminated	07/07/2023	\$175.44	\$17.95	\$12.04	\$145.45	10.32	\$17.00
TREVOR	ALLEN-RICKSECKER	Terminated	06/23/2023	\$1,356.52	\$109.02	\$212.45	\$1,035.05	79.47	\$17.00
TREVOR	ALLEN-RICKSECKER	Terminated	06/09/2023	\$1,002.49	\$87.08	\$147.19	\$768.22	59.85	\$16.75
TREVOR	ALLEN-RICKSECKER	Terminated	05/26/2023	\$1,242.60	\$107.14	\$190.42	\$945.04	76.67	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	05/12/2023	\$1,233.86	\$106.41	\$188.85	\$938.60	73.15	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	04/28/2023	\$632.68	\$56.17	\$81.57	\$494.94	40.17	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	04/14/2023	\$432.81	\$39.46	\$49.22	\$344.13	27.48	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	03/31/2023	\$1,049.42	\$91.00	\$155.65	\$802.77	31.12	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	03/17/2023	\$1,002.49	\$87.08	\$147.18	\$768.23	63.65	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	03/03/2023	\$1,100.45	\$95.26	\$164.83	\$840.36	65.87	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	02/17/2023	\$1,177.79	\$101.73	\$178.75	\$897.31	74.78	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	02/03/2023	\$1,316.46	\$109.02	\$204.57	\$1,002.87	82.00	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	01/20/2023	\$1,156.92	\$95.01	\$175.97	\$885.94	69.68	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	01/06/2023	\$1,125.25	\$89.73	\$170.79	\$864.73	61.67	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	12/31/2022	-	-	-	-	-	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	12/23/2022	\$1,238.43	\$109.02	\$193.96	\$935.45	78.53	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	12/09/2022	\$927.05	\$81.99	\$138.07	\$706.99	57.00	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	11/25/2022	\$1,199.84	\$98.16	\$188.49	\$913.19	75.68	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	11/10/2022	\$27.07	-	\$2.07	\$25.00	-	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	11/10/2022	\$967.05	\$88.06	\$144.75	\$734.24	61.40	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	10/28/2022	\$1,001.39	\$91.07	\$150.90	\$759.42	63.58	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	10/14/2022	\$1,055.72	\$95.83	\$160.64	\$799.25	67.03	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	09/30/2022	\$979.18	\$89.12	\$146.91	\$743.15	62.17	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	09/16/2022	\$1,225.75	\$98.16	\$193.59	\$934.00	77.69	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	09/02/2022	\$1,339.54	\$98.16	\$215.94	\$1,025.44	81.94	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	08/19/2022	\$1,207.71	\$98.16	\$190.06	\$919.49	76.68	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	08/05/2022	\$1,242.20	\$98.16	\$196.82	\$947.22	78.87	\$15.75
TREVOR	ALLEN-RICKSECKER	Terminated	07/22/2022	\$931.00	\$84.90	\$138.27	\$707.83	66.50	\$14.00
TREVOR	ALLEN-RICKSECKER	Terminated	07/08/2022	\$926.40	\$84.50	\$137.46	\$704.44	67.06	\$13.75
TREVOR	ALLEN-RICKSECKER	Terminated	06/24/2022	\$1,008.98	\$91.74	\$152.26	\$764.98	73.38	\$13.75
TREVOR	ALLEN-RICKSECKER	Terminated	06/10/2022	\$1,129.63	\$98.16	\$174.71	\$856.76	79.42	\$13.75
TREVOR	ALLEN-RICKSECKER	Terminated	05/27/2022	\$1,113.34	\$98.16	\$171.50	\$843.68	80.25	\$13.25
TREVOR	ALLEN-RICKSECKER	Terminated	05/13/2022	\$801.42	\$73.54	\$115.04	\$612.84	59.70	\$13.25
TREVOR	ALLEN-RICKSECKER	Terminated	04/29/2022	\$901.00	\$82.27	\$132.90	\$685.83	68.00	\$13.25
TREVOR	ALLEN-RICKSECKER	Terminated	04/15/2022	\$1,072.13	\$97.27	\$163.58	\$811.28	71.60	\$14.50
TREVOR	ALLEN-RICKSECKER	Terminated	04/01/2022	\$1,257.14	\$98.16	\$199.77	\$959.21	82.82	\$14.25
TREVOR	ALLEN-RICKSECKER	Terminated	03/18/2022	\$1,237.97	\$98.16	\$196.00	\$943.81	83.49	\$14.25
TREVOR	ALLEN-RICKSECKER	Terminated	03/04/2022	\$1,423.86	\$98.16	\$232.51	\$1,093.19	94.53	\$14.25
TREVOR	ALLEN-RICKSECKER	Terminated	02/18/2022	\$1,424.58	\$98.16	\$232.66	\$1,093.76	92.63	\$14.25
TREVOR	ALLEN-RICKSECKER	Terminated	02/04/2022	\$608.12	\$57.45	\$80.46	\$470.21	40.70	\$14.25
TREVOR	ALLEN-RICKSECKER	Terminated	01/21/2022	\$1,231.63	\$98.16	\$194.76	\$938.71	81.83	\$14.25
TREVOR	ALLEN-RICKSECKER	Terminated	01/07/2022	\$1,145.86	\$97.91	\$177.94	\$870.01	81.46	\$12.25
TREVOR	ALLEN-RICKSECKER	Terminated	12/31/2021	-	-	-	-	-	\$12.25