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14 *Attorneys for Plaintiff*

15
16 **DISTRICT COURT
CLARK COUNTY, NEVADA**

17 TAMMY ROBAIR, on behalf of herself
and all others similarly situated,

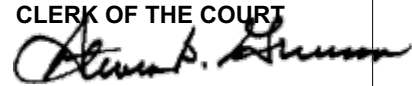
18 Plaintiff,

19 vs.

20 NUGENT L.L.C. d/b/a and a/k/a GREAT
21 CLIPS; DOES 1 through 50; inclusive,

22 Defendant(s).

Electronically Filed
2/14/2024 7:52 AM
Steven D. Grierson
CLERK OF THE COURT



CASE NO: A-24-887123-C
Department 11

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

1 Plaintiff Tammy Robair (“Plaintiff” or “Robair”) on behalf of herself and all others
2 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 her 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 February 8, 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 was
25 employed by Defendant as a non-exempt hourly employee from September 2021 to
26 November 2023.

27 7. Defendant Nugent L.L.C. d/b/a and a/k/a Great Clips is a domestic limited
28 liability company listed with the Nevada Secretary of State.

1 17. For instance, during the workweek of October 31, 2023, Defendant
2 scheduled Plaintiff to work and Plaintiff did work over 8 hours in a 24-hour period of time.
3 See a true and correct copy of Plaintiff's time records attached hereto as Exhibit I.

4 18. But despite having worked more than 8 hours in a 24-hour period of time,
5 Defendant failed to compensate Plaintiff at 1 ½ times her regular rate of pay for the
6 overtime hours she worked. See a true and correct copy of Plaintiff's paystub attached
7 hereto as Exhibit II.

8 19. Upon information and belief, Defendant maintains a company-wide policy
9 and practice of refusing to pay full daily overtime wages to Nevada employees who
10 worked over 8 hours in a workday.

11 20. This "no full daily overtime" policy has always been common to all non-
12 exempt hourly paid employees at Defendant's locations in the state of Nevada.

13 **CLASS ACTION ALLEGATIONS**

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

16 22. Plaintiff brings this action on behalf of herself and all other similarly situated
17 employees as a class action under Rule 23 of the Nevada Rules of Civil Procedure.

18 23. The **Nevada Overtime Class** is defined as "All hourly paid non-exempt
19 persons employed by Defendant in the state of Nevada who earned less than 1 ½ times
20 the applicable minimum wage and who worked over eight (8) hours in a workday at any
21 time within 3 years from February 8, 2024 until judgment."

22 24. The **Waiting Time Wages Class** is defined as "All Nevada Overtime Class
23 Members who are former employees of Defendant."

24 25. Class treatment is appropriate under Rule 23's class certification
25 mechanism because:

26 a. The Classes are Sufficiently Numerous: Upon information and belief,
27 Defendant employs, and has employed, in excess of 40 Nevada Overtime Class
28 Members within the applicable time period. Because Defendant is legally obligated to

1 keep accurate payroll records, Plaintiff alleges that Defendant's records will establish the
2 members of the Classes as well as their numerosity.

3 b. Plaintiff's Claim is Typical to Those of Fellow Class Members: Each
4 Class Member is and was subject to the same practices, plans, or policies as Plaintiff:
5 whether Defendant compensated Plaintiff and members of the Class daily overtime
6 wages when they worked over 8 hours in a workday and whether members of the
7 Waiting Time Wages Class are entitled to waiting time wages for the failure to pay them
8 minimum, regular, and overtime wages owed.

9 c. Common Questions of Law and Fact Exist: Common questions of
10 law and fact exist and predominate as to Plaintiff and the Class Members, including,
11 without limitation: whether Defendant failed to pay Plaintiff and the Class Members one
12 and one-half times their regular rate for all hours worked in excess of 8 hours a workday
13 and whether Defendant failed to pay the Waiting Time Wages Class Members all their
14 wages due and owing in violation of NRS § 608.020-050.

15 d. Plaintiff is Adequate Representative of the Class: Plaintiff will fairly
16 and adequately represent the interests of the Classes because Plaintiff is a member of
17 the Classes, she has issues of law and fact in common with all members of the Classes,
18 and her interests are not antagonistic to Class members. Plaintiff and her counsel are
19 aware of their fiduciary responsibilities to Class Members and are determined to
20 discharge those duties diligently by vigorously seeking the maximum possible recovery
21 for Class Members.

22 e. Predominance/Superior Mechanism: Class claims predominate and
23 a class action is superior to other available means for the fair and efficient adjudication of
24 this controversy. Each Class Member has been damaged and is entitled to recovery by
25 reason of Defendant's illegal policy and/or practice of failing to compensate its
26 employees in accordance with Nevada wage and hour law. The prosecution of individual
27 remedies by each Class Member will tend to establish inconsistent standards of conduct
28

1 for Defendant and result in the impairment of Class Members' rights and the disposition
2 of their interest through actions to which they were not parties.

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

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

8 27. NRS § 608.140 provides that an employee has a private right of action for
9 unpaid wages.

10 28. NRS § 608.018(1) provides as follows:

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

20 29. NRS § 608.018(2) provides as follows:

21 An employer shall pay 1 1/2 times an employee's regular
22 wage rate whenever an employee who receives
23 compensation for employment at a rate not less than 1 1/2
24 times the minimum rate prescribed pursuant to NRS 608.250
25 works more than 40 hours in any scheduled week of work.

26 30. As described above, Defendant maintains a policy and/or practice of illegal
27 shift jamming (i.e., refusing to pay daily overtime when Plaintiff and members of the
28 Nevada Overtime Class worked over 8 hours in a workday). As a result, Plaintiff and
29 Nevada Overtime Class Members have been denied overtime compensation according
30 to Nevada law.

31 31. Wherefore, Plaintiff demands for herself and all Nevada Overtime Class
32 Members that Defendant pay Plaintiff and Nevada Overtime Class Members one and
33 one-half times their "regular rate" of pay for all hours worked in excess of eight (8) hours
34 in a workday during the relevant time period together with attorneys' fees, costs, and
35 interest as provided by law.

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

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

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

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

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

36. NRS § 608.040(1) (a-b), in relevant part, imposes additional wages on an employer who fails to pay a discharged or quitting employee: “Within 3 days after the wages or compensation of a discharged employee becomes due; or on the day the wages or compensation is due to an employee who resigns or quits, the wages or compensation of the employee continues at the same rate from the day the employee resigned, quit, or was discharged until paid for 30-days, whichever is less.”

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

38. By failing to pay Waiting Time Wages Class Members their minimum, regular, and overtime wages in violation of state and federal law, Defendant has failed to timely remit all wages due and owing to the Waiting Time Wages Class Members.

1 39. Despite demand, Defendant willfully refused and continue to refuse to pay
2 Waiting Time Wages Class Members all the wages that were due and owing upon the
3 termination of their employment.

4 40. Wherefore, the Waiting Time Wages Class Members demand thirty (30)
5 days of pay as waiting wages under NRS §§ 608.040 and 608.140, and thirty (30) days
6 of pay as waiting wages under NRS §§ 608.050 and 608.140, together with attorneys'
7 fees, costs, interest, and punitive damages, as provided by law.

8 **THIRD CAUSE OF ACTION**
9 **Injunctive/Declaratory Relief**
10 **(On Behalf of Plaintiff and the Nevada Overtime Class)**

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

13 42. As Defendant has failed to compensate Plaintiff and members of the
14 Overtime Class at the correct overtime wage rate for all the overtime hours that they
15 worked pursuant to NRS § 608.018, Defendant has wrongfully withheld wages properly-
16 owed to the Plaintiff and the Overtime Class Members.

17 43. Plaintiff and the Nevada Overtime Class will suffer irreparable injury if
18 Defendant is not enjoined from the future wrongful retention of wages owed.

19 44. As a result of the aforementioned unlawful payment practices, Plaintiff
20 submits that there has been a likelihood of success on the merits that Plaintiff and the
21 Class Members have been damaged, that there is irreparable harm, and Plaintiff
22 requests that this Honorable Court enter an Order that restrains Defendant from
23 attempting to enforce the alleged unlawful payment practices.

24 45. Plaintiff requests that this Honorable Court enter a declaration of
25 rights/obligations in regards to all such unlawful payment practices in this matter.

26 46. Further, disputes and controversies have arisen between the parties
27 relative to the lawfulness of the payment practices, and Plaintiff is entitled to have an
28 order entered pursuant to Chapter 30 of the Nevada Revised Statutes construing the
payment practices and adjudging and declaring Plaintiff and the Class Members' rights

1 and remedies thereunder including such an Order stating that such payment practices
2 are unlawful.

3 47. Plaintiff has been required to retain the services of an attorney and is
4 entitled to a reasonable award of attorneys' fees and costs.

5 **PRAYER FOR RELIEF**

6 Wherefore Plaintiff, by herself and on behalf of all Class Members, prays for
7 relief as follows relating to her class action allegations:

- 8 1. For an order certifying this action as a class action on behalf the
9 proposed Classes and providing notice to all Class Members so they may
10 participate in this lawsuit;
- 11 2. For an order appointing Plaintiff as the Representative of the Classes and
12 her counsel as Class Counsel;
- 13 3. For damages according to proof for overtime compensation under NRS
14 §§ 608.018 and 608.140 for all hours worked over 8 hours per day;
- 15 4. For waiting time wages pursuant to NRS §§ 608.040-.050 and 608.140;
- 16 5. For a lien on the property where Plaintiff and all Nevada Class Members
17 labored pursuant to NRS § 608.050;
- 18 6. For interest as provided by law at the maximum legal rate;
- 19 7. For injunctive relief;
- 20 8. For declaratory relief;
- 21 9. For punitive damages;
- 22 10. For reasonable attorneys' fees authorized by statute;
- 23 11. For costs of suit incurred herein;
- 24 12. For pre-judgment and post-judgment interest, as provided by law; and,

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13. For such other and further relief as the Court may deem just and proper.
DATED: February 14, 2024

Respectfully submitted,

GABROY | MESSER

By: /s/ Christian Gabroy
Christian Gabroy
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Kaine Messer
Nev. Bar No. 14240
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Attorneys for Plaintiff

EXHIBIT I

Employee Daily Report for Robair, Tammy A

Sunset #6204

Monday, 10/30/2023

Generated at 1/9/2024 5:24 PM

Hours Worked or Entered

Floor	7.79
Admin	0.43
Closing	0.08
Receptionist	0.00
Training	0.00
Vacation	0.00
Holiday	0.00
Sick	0.00
Total	8.30

Workflow

Scheduled Shift	1:00 PM - 9:00 PM
Check In Time	12:26 PM
Unpaid Break	4:58 PM - 5:20 PM
Check In from Unpaid Break	5:20 PM
Check Out for the Day	9:04 PM
Number of Customers Waiting at time of checkout	0
Number of Times Checked In	4
Number of Times Checked Out	4

Services and Products

Customers Served	15
# of Customers Bypassed	0
# of Services < 2 Mins	0

Service Sales	\$236.98
Taxes on Service Sales	\$0.00
Product Sales	\$0.00
Taxes on Product Sales	\$0.00
Gift Card Sales	\$0.00
Total Amount to Account For	\$236.98

# of Service Discounts	2
Service Discount \$	\$11.02
Adjusted Service Sales	\$248.00
Productivity	\$31.84
Average Haircut Time	17.3
Cuts Per Hour	1.9

# of Products Sold	0
Stnd Product %	0.0%
Salon Product %	0.0%

Reported Tips

Charge	\$27.00
Cash	\$0.00
Check	\$0.00
Total	\$27.00

By signing this report, I acknowledge that it is my responsibility to accurately report tips. I certify to the best of my knowledge that the reported information is correct. I further acknowledge that I am employed solely by an independent franchisee and not by Great Clips, Inc.

Signed on 10/30/2023 at 9:04 PM

Employee Signature

Date

Employee Daily Report for Robhair, Tammy A

Sunset #6204
Tuesday, 10/31/2023

Role	Check In	Check Out	Hours Checked In	Hours Entered	Scheduled Start	Scheduled End	Hours
Stylist	7:51 AM	2:30 PM	6.65		8:00 AM	3:00 PM	7.00
Closing	2:30 PM	2:38 PM	0.14				
Floor							6.65
Closing							0.14
Total			6.79	6.79			6.79

Invoice #	Time In	Time Served	Time Out	Wait Mins	Service Mins	Services	Service Sales	Product Sales	Other Sales	Charge Tips	Invoice Total	Total Discounts Applied
1052635	8:19 AM	8:19 AM	8:48 AM	0.2	28.6	Senior Haircut	\$15.00			\$0.00	\$15.00	\$0.00
1052637	9:31 AM	9:32 AM	9:44 AM	0.1	12.2	Senior Haircut	\$15.00			\$0.00	\$15.00	\$0.00
1052638	9:51 AM	9:52 AM	10:06 AM	1.3	13.8	Senior Haircut	\$15.00			\$0.00	\$15.00	\$0.00
1052640	10:11 AM	10:12 AM	10:26 AM	0.3	14.1	Haircut	\$18.00			\$5.00	\$18.00	\$0.00
1052642	10:24 AM	10:28 AM	10:54 AM	4.0	26.0	Haircut	\$18.00			\$5.00	\$18.00	\$0.00
1052646	10:50 AM	10:57 AM	11:08 AM	6.5	11.3	Senior Haircut	\$15.00			\$5.00	\$15.00	\$0.00
1052647	11:05 AM	11:10 AM	11:21 AM	4.7	11.2	Haircut	\$18.00			\$5.00	\$18.00	\$0.00
1052649	11:31 AM	11:33 AM	11:42 AM	2.3	9.2	Haircut	\$18.00			\$0.00	\$18.00	\$0.00
1052653	11:56 AM	11:57 AM	12:08 PM	1.4	10.7	Senior Haircut	\$15.00			\$0.00	\$15.00	\$0.00
1052655	12:02 PM	12:11 PM	12:34 PM	8.4	23.6	Haircut	\$18.00			\$6.00	\$18.00	\$0.00
1052658	12:33 PM	12:36 PM	12:49 PM	3.4	13.3	Senior Haircut	\$15.00			\$0.00	\$15.00	\$0.00
1052660	12:46 PM	12:50 PM	1:06 PM	3.3	16.6	Haircut	\$10.99			\$8.00	\$10.99	\$7.01 DIGITAL_LVG_10.99_1119
1052662	1:28 PM	1:28 PM	1:39 PM	0.2	11.0	Senior Haircut	\$15.00			\$0.00	\$15.00	\$0.00
1052663	1:44 PM	1:45 PM	1:59 PM	0.2	14.4	Senior Haircut	\$15.00			\$2.00	\$15.00	\$0.00
Total							\$220.99	\$0.00	\$0.00	\$36.00	\$220.99	\$7.01

Employee Daily Report for Robair, Tammy A

Sunset #6204

Tuesday, 10/31/2023

Generated at 1/9/2024 5:24 PM

Hours Worked or Entered

Floor	6.65
Admin	0.00
Closing	0.14
Receptionist	0.00
Training	0.00
Vacation	0.00
Holiday	0.00
Sick	0.00
Total	6.79

Workflow

Scheduled Shift	8:00 AM - 3:00 PM
Check In Time	7:51 AM
Unpaid Break	
Check In from Unpaid Break	
Check Out for the Day	2:38 PM
Number of Customers Waiting at time of checkout	0
Number of Times Checked In	2
Number of Times Checked Out	2

Services and Products

Customers Served	14
# of Customers Bypassed	0
# of Services < 2 Mins	0
Service Sales	\$220.99
Taxes on Service Sales	\$0.00
Product Sales	\$0.00
Taxes on Product Sales	\$0.00
Gift Card Sales	\$0.00
Total Amount to Account For	\$220.99

Reported Tips

Charge	\$36.00
Cash	\$0.00
Check	\$0.00
Total	\$36.00

By signing this report, I acknowledge that it is my responsibility to accurately report tips. I certify to the best of my knowledge that the reported information is correct. I further acknowledge that I am employed solely by an independent franchisee and not by Great Clips, Inc.

Signed on 10/31/2023 at 2:38 PM

Employee Signature

Date

# of Service Discounts	1
Service Discount \$	\$7.01
Adjusted Service Sales	\$228.00
Productivity	\$34.29
Average Haircut Time	15.4
Cuts Per Hour	2.1
# of Products Sold	0
Stnd Product %	0.0%
Salon Product %	0.0%

Invoice #	Time In	Time Served	Time Out	Wait Mins	Service Mins	Services	Service Sales	Products	Product Sales	Other Sales	Charge Tips	Invoice Total	Total Discounts Applied
1052712	4:08 PM	4:38 PM	4:55 PM	29.9	17.1	Haircut	\$18.00				\$10.00	\$18.00	\$0.00
Total							\$361.98		\$12.99	\$0.00	\$56.00	\$374.97	\$20.02

Employee Daily Report for Robair, Tammy A

Sunset #6204

Wednesday, 11/1/2023

Role	Check In	Check Out	Hours Checked In	Hours Entered	Scheduled Start	Scheduled End	Hours
Stylist	7:53 AM	1:47 PM	5.90		8:00 AM	4:00 PM	8.00
Stylist	2:08 PM	5:10 PM	3.04				
Floor				8.94			
Total			8.94	8.94			

Invoice #	Time In	Time Served	Time Out	Wait Mins	Service Mins	Services	Service Sales	Products	Product Sales	Other Sales	Charge Tips	Invoice Total	Total Discounts Applied
1052666	8:06 AM	8:06 AM	8:17 AM	0.3	11.1	Haircut	\$13.00				\$0.00	\$13.00	\$5.00 5-NAF1:1pm1B2GSPW1
1052668	9:25 AM	9:25 AM	9:42 AM	0.2	16.1	Senior Haircut	\$15.00				\$0.00	\$15.00	\$0.00
1052670	9:52 AM	9:52 AM	10:11 AM	0.1	19.3	Senior Haircut	\$15.00				\$5.00	\$15.00	\$0.00
1052672	10:05 AM	10:13 AM	10:23 AM	7.4	10.2	Senior Haircut	\$15.00				\$0.00	\$15.00	\$0.00
1052674	10:26 AM	10:37 AM	10:38 AM	11.3	0.3	Haircut	\$18.00				\$0.00	\$18.00	\$0.00
1052676	10:44 AM	10:44 AM	10:59 AM	0.1	14.9	Senior Haircut	\$15.00				\$0.00	\$15.00	\$0.00
1052678	11:09 AM	11:09 AM	11:33 AM	0.2	23.7	Haircut	\$18.00				\$8.00	\$18.00	\$0.00
1052681	11:31 AM	11:49 AM	11:53 AM	18.0	3.6	Haircut	\$10.99				\$0.00	\$10.99	\$7.01 DIGITAL_LVG_10.99_1119
1052683	11:56 AM	11:56 AM	12:20 PM	0.9	23.4	Haircut	\$18.00				\$6.00	\$18.00	\$0.00
1052685	12:17 PM	12:23 PM	12:37 PM	5.5	14.6	Senior Haircut	\$15.00				\$5.00	\$15.00	\$0.00
1052686	12:33 PM	12:39 PM	12:50 PM	6.0	10.4	Haircut	\$18.00				\$0.00	\$18.00	\$0.00
1052688	12:44 PM	12:52 PM	12:54 PM	8.1	2.2	Haircut	\$10.99				\$4.00	\$10.99	\$7.01 DIGITAL_LVG_10.99_1119
1052689*	12:55 PM	1:08 PM	1:24 PM	13.7	15.2	Senior Haircut	\$15.00				\$0.00	\$15.00	\$0.00
1052693	1:16 PM	1:25 PM	1:45 PM	9.4	20.0	Haircut	\$18.00	Deep Moisturizing Balm 6oz	\$12.99		\$0.00	\$30.99	\$1.00 SOLUTIONS STYLESS \$12.99
1052697	1:36 PM	2:08 PM	2:37 PM	31.8	29.7	Haircut	\$18.00	Shampoo	\$6.00		\$0.00	\$24.00	\$0.00
1052703	2:50 PM	2:58 PM	3:13 PM	8.3	15.5	Child Haircut	\$15.00				\$8.00	\$15.00	\$0.00
1052705	3:14 PM	3:17 PM	3:28 PM	3.3	11.1	Haircut	\$18.00				\$5.00	\$18.00	\$0.00
1052707	3:35 PM	3:35 PM	3:48 PM	0.1	12.5	Haircut	\$18.00				\$5.00	\$18.00	\$0.00
1052709	3:53 PM	3:53 PM	4:07 PM	0.1	14.3	Haircut	\$18.00				\$0.00	\$18.00	\$0.00
1052710	3:57 PM	4:11 PM	4:23 PM	13.6	11.9	Haircut	\$18.00				\$0.00	\$18.00	\$0.00
1052711	4:08 PM	4:25 PM	4:37 PM	17.0	12.4	Haircut	\$18.00				\$0.00	\$18.00	\$0.00

Employee Daily Report for Robair, Tammy A

Sunset #6204
 Wednesday, 11/1/2023
 Generated at 1/9/2024 5:24 PM

Hours Worked or Entered	
Floor	8.94
Admin	0.00
Closing	0.00
Receptionist	0.00
Training	0.00
Vacation	0.00
Holiday	0.00
Sick	0.00
Total	8.94

Workflow	
Scheduled Shift	8:00 AM - 4:00 PM
Check In Time	7:53 AM
Unpaid Break	1:47 PM - 2:08 PM
Check In from Unpaid Break	2:08 PM
Check Out for the Day	5:10 PM
Number of Customers Waiting at time of checkout	0
Number of Times Checked In	2
Number of Times Checked Out	2

Services and Products	
Customers Served	22
# of Customers Bypassed	0
# of Services < 2 Mins	1

Reported Tips	
Charge	\$56.00
Cash	\$0.00
Check	\$0.00
Total	\$56.00

Service Sales	\$361.98
Taxes on Service Sales	\$0.00
Product Sales	\$12.99
Taxes on Product Sales	\$1.08
Gift Card Sales	\$0.00
Total Amount to Account For	\$376.05

By signing this report, I acknowledge that it is my responsibility to accurately report tips. I certify to the best of my knowledge that the reported information is correct. I further acknowledge that I am employed solely by an independent franchisee and not by Great Clips, Inc.

Signed on 11/01/2023 at 5:10 PM

# of Service Discounts	3
Service Discount \$	\$19.02
Adjusted Service Sales	\$381.00
Productivity	\$42.62
Average Haircut Time	13.3
Cuts Per Hour	2.5

# of Products Sold	1
Std Product %	3.4%
Salon Product %	3.4%

Employee Signature _____

Date _____

EXHIBIT II

Pay Summary: 2023 - 45 - 1

This summary is a record of a payment issued and not an image of the actual pay statement.

Nugent LLC

Period Beginning Date
10/21/2023

Pay Date
11/10/2023

Co.
7P9

Clock

Home Dept
623500

Tammy A Robair

Period Ending Date
11/3/2023

WGPS Advance Pay Date

File #
586888

Number
00450090

Worked In Dept
620400

Gross Pay				\$ 2,162.17
OVERTIME (field 3)				\$ 115.13
PRODUCT BONUS (field 3)				\$ 25.31
FLOOR (field 3)	Rate: 14.0000		Hours: 92.92	\$ 1,300.88
ADMIN (field 3)	Rate: 14.0000		Hours: 1.48	\$ 20.72
CLOSING (field 3)	Rate: 14.0000		Hours: 1.04	\$ 14.56
TIPS (field 3)				\$ 623.00
INCENTIVE (field 4)				\$ 43.96
PRODUCTIVITY (field 4)				\$ 18.61

Total Hours Worked: 95.44

Basis of Pay: HOURLY

Taxes				\$ 352.48
Federal Income Tax				\$ 187.07
Social Security				\$ 134.06
Medicare				\$ 31.35

Deductions				\$ 689.16
EEP - EE PURCHASE				\$ 66.16
T - TIPS				\$ 623.00

Take Home				\$ 1,120.53
CHECKING				\$ 1,120.53

Other Details

Memos

408p Max Elig/c				1,539.17
401k Max Elig/c				1,539.17