

Assigned for All Purposes

Judge Layne H. Melzer

CX-102

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Attorneys for Plaintiff RONALD SAMPSON,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

RONALD SAMPSON, as an Aggrieved
Employee, and on behalf of all other
Aggrieved Employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff

v.

NIKE RETAIL SERVICES, INC., an Oregon
corporation; NIKE USA, an Oregon
corporation; NIKE INC., an Oregon
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 30-2026-01570737-CU-OE-CXC

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTION 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff RONALD SAMPSON (“Plaintiff”), as an Aggrieved Employee, and on behalf of
2 all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004,
3 alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Nike Retail Services,
7 Inc. an Oregon corporation, and any of its respective subsidiaries or affiliated companies within the
8 State of California (“Nike Retail”), Nike USA, an Oregon corporation, and any of its respective
9 subsidiaries or affiliated companies within the State of California (“Nike USA”) Nike Inc., an
10 Oregon corporation, and any of its respective subsidiaries or affiliated companies within the State
11 of California (“Nike Inc.”) (Nike Retail, Nike USA, and Nike Inc., hereinafter, collectively, with
12 DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
13 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
14 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
15 connection with any alleged claims for failure to comply with Labor Code sections 232, 232.5,
16 432.5, 1102.5, 1198, 1198.5, including restraints on competition, whistleblowing and freedom of
17 speech, and applicable Wage Orders, Plaintiff seeks to represent all current and former employees
18 that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff
19 seeks to represent only non-exempt current and former employees that worked for Defendants
20 during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved
21 Employees.” The “PAGA Period” refers to one year preceding the date notice was submitted to the
22 LWDA, continuing past the date of notice to the LWDA into perpetuity.

23 **PARTIES**

24 2. Plaintiff RONALD SAMPSON is a resident of the State of California. At all relevant
25 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 employed Plaintiff as a non-exempt employee. Plaintiff worked as a machine operator with duties
27 that included, but were not limited to, picking and storing items, as well as hanging clothes on racks
28 for shipment. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff RONALD

1 SAMPSON worked for Defendants from approximately February of 2025 through approximately
2 April of 2025.

3 3. Plaintiff is informed and believes and based thereon alleges that defendant Nike
4 Retail is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws
5 of the State of Oregon and doing business in the County of Orange, State of California. At all
6 relevant times herein, Nike Retail employed Plaintiff and Aggrieved Employees within the State of
7 California.

8 4. Plaintiff is informed and believes and based thereon alleges that defendant Nike USA
9 is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws of the
10 State of Oregon and doing business in the County of Orange, State of California. At all relevant
11 times herein, Nike USA employed Plaintiff and Aggrieved Employees within the State of California.

12 5. Plaintiff is informed and believes and based thereon alleges that defendant Nike Inc.
13 is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws of the
14 State of Oregon and doing business in the County of Orange, State of California. At all relevant
15 times herein, Nike Inc. employed Plaintiff and Aggrieved Employees within the State of California.

16 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
17 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
18 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
19 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
20 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
21 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
22 the defendants designated hereinafter as DOES when such identities become known.

23 **JOINT LIABILITY ALLEGATIONS**

24 7. Plaintiff is informed and believes, and based thereon alleges, that each defendant
25 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
26 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
27 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
28 to "Defendants," it shall include Nike Retail, Nike USA, and Nike Inc., and any of their parent,

1 subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100
2 identified herein.

3 8. Plaintiff is informed and believes and based thereon alleges that all the times
4 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
5 representative, joint venture or co-conspirator of each of the other defendants, either actually or
6 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
7 employment, joint venture, and conspiracy.

8 9. All of the acts and conduct described herein of each and every corporate defendant
9 was duly authorized, ordered, and directed by the respective and collective defendant corporate
10 employers, and the officers and management-level employees of said corporate employers. In
11 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
12 their said employees, agents, and representatives, and each of them; and upon completion of the
13 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
14 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
15 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
16 aforementioned corporate employees, agents and representatives.

17 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
18 thereon alleges that Defendants, and each of them, are joint employers.

19 **JURISDICTION**

20 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
21 of Civil Procedure section 410.10.

22 12. Venue is proper in Orange County, California pursuant to Code of Civil Procedure
23 sections 392, *et seq.* because, among other things, Orange County is where the causes of action
24 complained of herein arose; the county in which the employment relationship began; the county in
25 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
26 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
27 and Defendants was actually performed; and the county in which Defendants, or some of them,
28 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved

1 Employees in Orange County, and Defendants employ Aggrieved Employees in Orange County.

2 **PAGA REPRESENTATIVE ALLEGATIONS**

3 13. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
4 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
5 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
6 recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all
7 other Aggrieved Employees of Defendants during the PAGA Period.

8 14. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
9 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
10 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
11 PAGA allegations described herein is not required.

12 15. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
13 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
14 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
15 PAGA Period.

16 16. Pursuant to Labor Code section 2699.3, on or around December 19, 2025, Plaintiff
17 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
18 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

19 17. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
20 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
21 calendar days of the PAGA Notice.

22 18. To the extent Defendants, or either of them, previously used the notice and cure
23 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
24 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
25 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
26 conference process pursuant to section 2699.3(f).

27 19. In the event that Defendants, or either of them, is/are determined to have satisfied
28 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have

1 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
2 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

3 20. In the event that Defendants, or either of them, is/are determined to have, prior to
4 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
5 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
6 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
7 section 2699(g)(1)-(3).

8 21. In the event that Defendants, or either of them is/are deemed to have adequately taken
9 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
10 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
11 Code section 2699(h)(1)-(3).

12 22. In the event, the LWDA and/or a court issued a finding or determination to the
13 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
14 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
15 any of them, would be subject to heightened penalties pursuant to Labor Code sections
16 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
17 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
18 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
19 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
20 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
21 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

22 **FACTUAL ALLEGATIONS**

23 23. Plaintiff is informed and believes, and based thereon alleges, as follows: Defendants
24 knew or should have known it imposed systematic quota and production demands on Plaintiff and
25 other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under
26 Labor Code sections 2100, *et seq.* Specifically, Plaintiff is informed and believes, and based thereon
27 alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff
28 and Aggrieved Employees from complying with laws pertaining to meal periods, rest periods,

1 bathroom breaks (including, without limitation, reasonable travel time to and from bathroom
2 facilities), and/or exposing them to safety or Occupational Safety and Health Administration
3 (“OSHA”) hazards. Defendants, or some of them, constitute a “covered employer” and its
4 warehouse employees are “covered employees.” Defendants, or some of them, implement quotas
5 as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiff and Aggrieved
6 Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore,
7 Defendants, or some of them, willfully, knowingly and intentionally established quotas that harmed
8 Plaintiff and Aggrieved Employees all to increase Defendants’ profits without concern for employee
9 safety. Defendants, in fact, tracked meals, rest, and recovery periods, that were not provided and
10 did nothing to change its policies and practices. Defendants also restricted and monitored the use
11 of bathroom facilities and charged the time Plaintiff and Aggrieved Employees used the bathroom
12 against their quota. In other words, Plaintiff and Aggrieved Employees who did not wait to use the
13 restroom during meal or rest periods or before or after their shift, were penalized for not meeting
14 the quota either through reprimands, warnings, and termination. Defendants maintained a point
15 system designed to prevent Plaintiff and Aggrieved Employees from complying with California law
16 as alleged in this Notice and systematically used to punish Plaintiff and Aggrieved Employees.
17 Furthermore, Defendants prevented compliance with California’s meal and rest break laws and
18 failed to consider meal and rest breaks as productive time when Plaintiff and Aggrieved Employees
19 were required to remain on call in violation of Labor Code section 2103, subdivision (b). Plaintiff
20 and Aggrieved Employees were not permitted to take compliant meal breaks, rest breaks, and/or
21 rest and recovery periods when requested, due to Defendants’ unlawful policy and practice to favor
22 production goals over the rights of Plaintiff and Aggrieved Employees. Consequently, Plaintiff and
23 other Aggrieved Employees were not provided with meal periods (or second meal periods); and/or
24 authorized or permitted to take rest periods (including second or third rest periods); and/or recovery
25 periods; and Defendants’ policies prevented Aggrieved Employees from taking these meal, rest
26 and/or recovery periods as required by California law. Furthermore, Defendants did not provide to
27 Plaintiff and Aggrieved Employees a written description of each quota that was applicable to
28 Plaintiff and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide

1 written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly
2 and/or monthly. This includes the number of tasks to be performed or materials that must be
3 produced or handled within a time period, and any potential adverse employment action that could
4 result from failing to meet the quota. This information has not been given by Defendants to Plaintiff
5 and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present.
6 Additionally, Defendants changed the “quota” regularly without notice, as often as per pay period.
7 Defendants were also required to provide a new written quota disclosure each and every time the
8 quota changed and failed to do so since the Notice was provided. Defendants failed to produce
9 Plaintiff’s written quota disclosure upon written request pursuant to Labor Code sections 2100
10 through 2112, and failed to provide written disclosures to Plaintiff and Aggrieved Employees,
11 including new hires, since January 1, 2022, as well as to current employees each time the quota
12 changed. Defendants had and has a policy and practice of taking adverse employment action against
13 Plaintiff and Aggrieved Employees for failing to meet a quota that does not allow Plaintiff and
14 Aggrieved Employees to comply with meal and rest periods, or occupational health and safety laws
15 in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed
16 to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101. Plaintiff thus violated
17 Labor Code sections 2100 through 2112. Plaintiff and the Aggrieved Employees personally suffered
18 these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties
19 prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil
20 penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Plaintiff further
21 informed and believes, and based thereon alleges, that Defendants’ conduct above gave rise to such
22 violations and was malicious, fraudulent, or oppressive, particularly given, among other reasons,
23 Defendants have been sued for these violations in the past. Thus, Defendants would further be liable
24 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 24. Plaintiff is further informed and believes, and based thereon alleges that Defendants
26 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
27 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
28 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay

1 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
2 payday designated by Defendants; the name of the employer, including any “doing business as”
3 names used by the employer; the physical address of the employer’s main office and the telephone
4 number of the employer; the name, address and telephone number of the workers’ compensation
5 insurance carrier; information regarding paid sick leave; and other pertinent information required to
6 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
7 Defendants’ failure to provide such information, including rates of pay that are in effect, has
8 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
9 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
10 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
11 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
12 thereon alleges, that Defendants’ conduct above gave rise to such violations and was malicious,
13 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
14 connection with these violations’ civil penalties pursuant to Labor Code sections 558, 1198 and
15 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
16 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 25. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
18 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
19 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
20 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
21 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
22 from disclosing who else works at Defendants and under what circumstances that they might be
23 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
24 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
25 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
26 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
27 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
28 Defendants’ conduct above gave rise to such violations and was malicious, fraudulent, or

1 oppressive. Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and
2 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
3 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 26. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
5 has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
6 violations of state and federal law, either within to their managers or outside to private attorneys or
7 government officials, among others, in violation of Labor Code section 1102.5. Plaintiff and other
8 Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed and
9 believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees from
10 disclosing information about unsafe or discriminatory working conditions, or about wage and hour
11 violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other Aggrieved
12 Employees personally suffered these violations of the Labor Code, and as such, these violations
13 would expose Defendants to liability for civil penalties pursuant to Labor Code sections 1198 and
14 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and
15 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
16 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
17 pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
19 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
20 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
21 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
22 limitation, non-compete agreements, purported confidentiality agreements, and other written
23 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
24 Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
25 employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work.
26 As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5
27 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
28 other Aggrieved Employees personally suffered these violations, and that Defendants violated,

1 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling
2 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
3 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
4 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
5 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
6 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

8 28. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
9 Code sections 2699 for the herein-described acts, which violate the California Labor Code as
10 described above, including on behalf of Plaintiff and other Aggrieved Employees pursuant to
11 PAGA.

12 **FIRST AND ONLY CAUSE OF ACTION**

13 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

14 29. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
15 preceding paragraphs as though fully set forth hereat.

16 **Civil Penalties Under Labor Code § 2699**

17 30. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
18 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
19 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
20 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
21 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
22 employees pursuant to the procedures specified in Labor Code section 2699.3.

23 31. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
24 each of them, violated the Labor Code sections described in the preceding paragraphs.

25 32. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
26 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
27 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
28 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

1 33. Moreover, Plaintiff and other Aggrieved Employees within the State of California
2 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
3 connection with their herein-described claims for civil penalties.

4 **PRAYER**

5 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
6 judgment against Defendants as follows:

- 7 A. An award of civil penalties pursuant to Labor Code section 2699;
8 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
9 210, 226.3, 558, 1174.5, 1197.1, and 2699;
10 C. For equitable, including, without limitation, injunctive relief;
11 C. Pre-judgment and post-judgment interest;
12 D. For costs of suit incurred herein; and
13 E. Such other and further relief as the Court deems just and proper.

14 Dated: May 18, 2026

BIBIYAN LAW GROUP, P.C.

15
16 BY: /s/ Bevin Pike

17 BEVIN PIKE

18 LAUREL N. HOLMES

19 Attorneys for Plaintiff RONALD SAMPSON
20 and on behalf of all other Aggrieved
21 Employees
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