

December 19, 2025

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter on Behalf of RONALD SAMPSON and Aggrieved
Employees Under California Labor section 2699.3

Via Certified Mail Return Receipt Requested:

NIKE RETAIL SERVICES, INC.;
NIKE USA;
NIKE INC.
ONE BOWERMAN DRIVE
BEAVERTON, OR 97005
(CMRR Tracking #9414809898643076898232)

UNITED AGENT GROUP, INC.
Registered Agent for:
NIKE RETAIL SERVICES, INC.
7801 FOLSON BLVD., SUITE 202
SACRAMENTO, CA 95826
(CMRR Tracking #9414809898643076898577)

UNITED AGENT GROUP, INC.
Registered Agent for:
NIKE USA
7801 FOLSON BLVD., SUITE 202
SACRAMENTO, CA 95826
(CMRR Tracking #9414809898643076899000)

UNITED AGENT GROUP, INC.
Registered Agent for:
NIKE INC.
7801 FOLSON BLVD., SUITE 202
SACRAMENTO, CA 95826
(CMRR Tracking #9414809898643076899086)

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns RONALD SAMPSON's ("Employee") employment with Employee's former employers: Nike Retail Services, Inc., Nike USA, and Nike Inc. ("Employer"). Employee was a non-exempt hourly employee and worked for Employer as a machine operator at, without limitation, 20001 Ellipse Lake Forest, CA 92610. Employee worked for Employer from approximately February of 2025 through approximately April of 2025. Employee's duties included, but were not limited to, picking and storing items, as well as hanging clothes on racks for shipment.

Employee seeks to represent all Aggrieved Employees that worked for Employer during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 232, 232.5, 432.5, 2100, *et. seq.*, among others, Business and Professions Code sections 16600, 16700, as well as applicable Wage Orders, Employee seeks to represent all current and former employees of Employer's working during the PAGA Period. On all other claims mentioned herein, Employee seeks to represent only non-exempt current and former employees of Employer that worked during the PAGA Period. Collectively, these employees are referred to herein as "Aggrieved Employees." The "PAGA Period" covers the three years preceding the date this letter was submitted to the LWDA and continues past that date into perpetuity.

Failure to Provide Wage Theft Notices:

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment; any allowances claimed as part of the minimum wage; the regular payday designated by Employer; the name of the employer, including any "doing business as" names used by the employer; the physical address of the employer's main office and the telephone number of the employer; the name, address and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that Employer's failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is informed and believes that Employer violated Labor Code sections 1198 and 2810.5. Among other relief, Aggrieved Employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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Unlawful Non-Compete Clauses:

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employee and Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5(k), and 1198, and Employee and other Aggrieved Employees have personally suffered these violations. Employer would be liable for civil penalties pursuant to Labor Code sections 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Preventing the Disclosure of Violations of the Law:

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from disclosing violations of state and federal law, such as Employer's use of non-compete clauses, either to Employer and/or Employer's managers or to private attorneys or government officials, among others, in violation of Labor Code section 1102.5. Employee and other Aggrieved Employees personally suffered these violations of the Labor Code, and as such Employer is liable for civil penalties pursuant to Labor Code sections 1199 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Unlawful Terms and Conditions:

Employee is informed and believes, and based thereon alleges, that Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, purported confidentiality agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. For example, the Employee Invention and Secrecy Agreement, produced as document bate stamped as NIKE00006 – NIKE00008, contains illegal non-compete and confidentiality clauses that Employee, and upon information and belief, Aggrieved Employees were required to sign upon hire in violation of Labor Code sections 232, 232.5, and 432.5. Employer also required Employee and Aggrieved Employees to inform prospective employers of Employer's restrictions of Employee's and Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that

Employer violated Labor Code sections 432.5, 1198 and Government Code section 12952. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 432.5, 1199, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Violation of Warehouse Quota Laws:

Employee is informed and believes, and based thereon alleges, that Employer knew or should have known it imposed systematic quota and production demands on Employee and other Aggrieved Employees which violated the rights of Employee and Aggrieved Employees under Labor Code sections 2100, *et seq.* Specifically, Employee is informed and believes, and based thereon alleges, that Employer had a duty to ensure its production demands/quotas did not prevent Employee and Aggrieved Employees from complying with laws pertaining to meal periods, rest periods, bathroom breaks (including, without limitation, reasonable travel time to and from bathroom facilities), and/or exposing them to safety or Occupational Safety and Health Administration ("OSHA") hazards. Employer is a "covered employer" and its warehouse employees are "covered employees."

Employer implements quotas as defined in Labor Code section 2100, subdivision (h) and subjects Employee and Aggrieved Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore, Employer did not provide to Employee and Aggrieved Employees a written description of each quota that was applicable to Employee and Aggrieved Employees; maintained secret (undisclosed) quotas; and failed to provide written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly and/or monthly. This includes the number of tasks to be performed or materials that must be produced or handled within a time period, and any potential adverse employment action that could result from failing to meet the quota. While Employee was verbally informed that he and other employees were expected to produce eighty units per hour, with a unit defined as one article of clothing, this information has not been given by Employer to Employee and Aggrieved Employees, including when hired. Employer was also required to provide a new written quota disclosure each and every time the quota changed and failed to do so since the Notice was provided. Employer failed to produce Employee's written quota disclosure upon written request pursuant to Labor Code sections 2100 through 2112, and failed to provide written disclosures to Employee and Aggrieved Employees, including new hires, since January 1, 2022, as well as to current employees each time the quota changed. Employer had and has a policy and practice of taking adverse employment action against Employee and Aggrieved Employees for failing to meet a quota that does not allow Employee and Aggrieved Employees to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or Division Standards, or for failure to meet a quota that has not been disclosed to Employee and Aggrieved Employees pursuant to Labor Code section 2101. Employer thus violated Labor Code sections 2100 through 2112. Employee and the Aggrieved Employees personally suffered these violations. Thus, Employer would also be liable for civil penalties pursuant to Labor Code sections 226, 558, 1174.5, 1695.55, 1198.5, 1199 and 2699. Employee is

further informed and believes, and based thereon alleges, that Employer's conduct was malicious, fraudulent, and/or oppressive, making Employer subject to heightened civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If the LWDA or a court issued a finding or determination to the Employer within five (5) years of any of violations described above, that Employer's policy or practice giving rise to such violations was unlawful, Employer would be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as set forth above, Employee alleges Employer's conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Employer is additionally subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties for remedying violations either prior to or after the Employer's receipt of this notice.

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Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Molly DeSario

Molly DeSario