Electronically Filed by Superior Court of California, County of Orange, 10/30/2026 04:29:00 PM.
30-2026-01570737-CU-OE-CXC - ROA # 51 - DAVID H. YAMASAKI, Clerk of the Court By B. Sanchez, Deputy Clerk.

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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

FIRST AMENDED 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]

Plaintiff RONALD SAMPSON ("Plaintiff"), as an Aggrieved Employee, and on behalf of all other Aggrieved Employees under the Labor Code Private Attorneys' General Act of 2004, alleges as follows:

INTRODUCTION

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Nike Retail Services, Inc. an Oregon corporation, and any of its respective subsidiaries or affiliated companies within the State of California ("Nike Retail"), Nike USA, an Oregon corporation, and any of its respective subsidiaries or affiliated companies within the State of California ("Nike USA") Nike Inc., an Oregon corporation, and any of its respective subsidiaries or affiliated companies within the State of California ("Nike Inc.") (Nike Retail, Nike USA, and Nike Inc., hereinafter, collectively, with DOES 1 through 100, as further defined below, "Defendants") as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 232, 232.5, 432.5, 1102.5, 1198, 1198.5, including restraints on competition, whistleblowing and freedom of speech, and applicable Wage Orders, Plaintiff seeks to represent all current and former employees that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees that worked for Defendants during the PAGA Period. Collectively, these employees are herein referred to as "Aggrieved Employees." The "PAGA Period" begins on March 13, 2025 and continues through the present.

PARTIES

2. Plaintiff RONALD SAMPSON is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee. Plaintiff worked as a machine operator with duties that included, but were not limited to, picking and storing items, as well as hanging clothes on racks for shipment. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff RONALD SAMPSON worked for Defendants from approximately February of 2025 through approximately

April of 2025.

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

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

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

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

JOINT LIABILITY ALLEGATIONS

7. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall include Nike Retail, Nike USA, and Nike Inc., and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100

identified herein.

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

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

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

JURISDICTION

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

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

PAGA REPRESENTATIVE ALLEGATIONS

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

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

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

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

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

18. To the extent Defendants, or either of them, previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly, are 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).

19. In the event that Defendants, or either of them, is/are determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to

Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

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

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

22. In the event, the LWDA and/or a court issued a finding or determination to the Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or any of them, would be subject to heightened penalties pursuant to Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **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 the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

FACTUAL ALLEGATIONS

23. Plaintiff is informed and believes, and based thereon alleges, as follows: Defendants knew or should have known it imposed systematic quota and production demands on Plaintiff and other Aggrieved Employees which violated the rights of Plaintiff and Aggrieved Employees under Labor Code sections 2100, *et seq*. Specifically, Plaintiff is informed and believes, and based thereon alleges, that Defendants had a duty to ensure its production demands/quotas did not prevent Plaintiff 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. Defendants, or some of them, constitute a "covered employer" and its warehouse employees are "covered employees." Defendants, or some of them, implement quotas as defined in Labor Code section 2100, subdivision (h) and subjects Plaintiff and Aggrieved Employees to adverse employment actions as defined in Labor Code section 2102. Furthermore, Defendants, or some of them, willfully, knowingly and intentionally established quotas that harmed Plaintiff and Aggrieved Employees all to increase Defendants' profits without concern for employee safety. Defendants, in fact, tracked meals, rest, and recovery periods, that were not provided and did nothing to change its policies and practices. Defendants also restricted and monitored the use of bathroom facilities and charged the time Plaintiff and Aggrieved Employees used the bathroom against their quota. In other words, Plaintiff and Aggrieved Employees who did not wait to use the restroom during meal or rest periods or before or after their shift, were penalized for not meeting the quota either through reprimands, warnings, and termination. Defendants maintained a point system designed to prevent Plaintiff and Aggrieved Employees from complying with California law as alleged in this Notice and systematically used to punish Plaintiff and Aggrieved Employees. Furthermore, Defendants prevented compliance with California's meal and rest break laws and failed to consider meal and rest breaks as productive time when Plaintiff and Aggrieved Employees were required to remain on call in violation of Labor Code section 2103, subdivision (b). Plaintiff and Aggrieved Employees were not permitted to take compliant meal breaks, rest breaks, and/or rest and recovery periods when requested, due to Defendants' unlawful policy and practice to favor production goals over the rights of Plaintiff and Aggrieved Employees. Consequently, Plaintiff and other Aggrieved Employees were not provided with meal periods (or second meal periods); and/or authorized or permitted to take rest periods (including second or third rest periods); and/or recovery periods; and Defendants' policies prevented Aggrieved Employees from taking these meal, rest and/or recovery periods as required by California law. Furthermore, Defendants did not provide to Plaintiff and Aggrieved Employees a written description of each quota that was applicable to Plaintiff 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. This information has not been given by Defendants to Plaintiff and Aggrieved Employees, including when hired, commencing on January 1, 2022 to the present. Additionally, Defendants changed the "quota" regularly without notice, as often as per pay period. Defendants were 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. Defendants failed to produce Plaintiff's written quota disclosure upon written request pursuant to Labor Code sections 2100 through 2112, and failed to provide written disclosures to Plaintiff and Aggrieved Employees, including new hires, since January 1, 2022, as well as to current employees each time the quota changed. Defendants had and has a policy and practice of taking adverse employment action against Plaintiff and Aggrieved Employees for failing to meet a quota that does not allow Plaintiff 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 Plaintiff and Aggrieved Employees pursuant to Labor Code section 2101. Plaintiff thus violated Labor Code sections 2100 through 2112. Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive, particularly given, among other reasons, Defendants have been sued for these violations in the past. Thus, Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24. Plaintiff is further informed and believes, and based thereon alleges that Defendants failed and refused, and continue 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 Plaintiff 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 Defendants; 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 Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that Defendants' failure to provide such information, including rates of pay that are in effect, has permitted Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Defendants in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

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

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants, including their agents, managers, superintendents, and/or officers, required Plaintiff and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (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 Plaintiff and/or Aggrieved Employees by Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees personally suffered these violations, and that Defendants violated, without limitation, Labor Code section 432.5 and Government Code section 12952, entitling

Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

FIRST AND ONLY CAUSE OF ACTION

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

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

Civil Penalties Under Labor Code § 2699

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

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

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

33. Moreover, Plaintiff and other Aggrieved Employees within the State of California

whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

PRAYER

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

A. An award of civil penalties pursuant to Labor Code section 2699;

B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

C. For equitable, including, without limitation, injunctive relief;

C. Pre-judgment and post-judgment interest;

D. For costs of suit incurred herein; and

E. Such other and further relief as the Court deems just and proper.

Dated: October 30, 2026

BIBIYAN LAW GROUP, P.C.

BY: _____

BEVIN PIKE
LAUREL N. HOLMES
Attorneys for Plaintiff RONALD SAMPSON and on behalf of all other Aggrieved Employees

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, CA 90024.

On **October 30, 2026,** I caused a true and correct copy of the document(s) described as: **FIRST AMENDED COMPLAINT UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR CIVIL PENALTIES UNDER LABOR CODE SECTION 2699** , to be served by electronic transmission to the below referenced electronic e-mail address as follows:

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☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:**
Based on a Court order or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) described above to be electronically served to the persons at the e-mail address listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **October 30, 2026,** at Los Angeles, California

Xochitl Tapia