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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

ADRIANA CRUZ, an individual, on behalf of  
herself and on behalf of all persons similarly  
situated,

Plaintiff,

vs.

NIKE RETAIL SERVICES, INC., a  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

CASE NO.: **37-2023-00012353-CU-OE-CTL**

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date: July 24, 2026  
Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn M. Caietti  
Dept.: 70

Date Action Filed: March 24, 2023  
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter has come before the Honorable Carolyn M. Caietti of the Superior Court of the  
2 State of California, in and for the County San Diego, on July 24, 2026, for the motion by Plaintiff  
3 Adriana Cruz (“Plaintiff”) for preliminary approval of the class and PAGA settlement with  
4 Defendant NIKE Retail Services, Inc. (“Defendant”). The Court, having considered the briefs,  
5 argument of counsel and all matters presented to the Court and good cause appearing, hereby  
6 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

7 **IT IS HEREBY ORDERED:**

8 1. The Court preliminarily approves the Class Action and PAGA Settlement  
9 Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in  
10 Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement.  
11 This is based on the Court’s determination that the Settlement set forth in the Agreement is within  
12 the range of possible final approval, pursuant to the provisions of Section 382 of the California  
13 Code of Civil Procedure and California Rules of Court, rule 3.769.

14 2. This Order incorporates by reference the definitions in the Agreement, and all  
15 terms in this Order shall have the same meaning as set forth in the Agreement.

16 3. The Gross Settlement Amount is One Million Three Hundred Fifty Thousand  
17 Dollars and Zero Cents (\$1,350,000.00). It appears to the Court on a preliminary basis that the  
18 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members  
19 when balanced against the probable outcome of further litigation and the significant risks relating  
20 to certification, liability and damages issues. It further appears that investigation and research  
21 have been conducted such that counsel for the Parties are able to reasonably evaluate their  
22 respective positions. It further appears to the Court that settlement at this time will avoid  
23 substantial additional costs by all Parties, as well as avoid the delay and risks that would be  
24 presented by the further prosecution of the Action. It further appears that the Settlement has been  
25 reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore  
26 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the  
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1 probable outcome of further litigation and the significant risks relating to certification, liability,  
2 and damages issues.

3         4.       The Agreement specifies an attorneys' fees award not to exceed one-third of the  
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$135,000, and  
5 proposed Class Representative Service Payment to Plaintiff in an amount not to exceed \$15,000.  
6 The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service  
7 award, until the Final Approval Hearing.

8         5.       The Court recognizes that Plaintiff and Defendant stipulate and agree to  
9 certification of a class for settlement purposes only. This stipulation will not be deemed  
10 admissible in this or any other proceeding should this Settlement not become final. For settlement  
11 purposes only, the Court conditionally certifies the following Class: "all individuals who are or  
12 previously were employed by Defendant who were classified as non-exempt, employees in the  
13 State of California at any time during the Class Period." The Class Period is March 24, 2019  
14 through July 22, 2025.

15         6.       The Court concludes that, for settlement purposes only, the Class meets the  
16 requirements for certification under section 382 of the California Code of Civil Procedure in that:  
17 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
19 community of interest amongst the members of the Class with respect to the subject matter of the  
20 litigation; (c) the claims of Plaintiff are typical of the claims of the members of the Class; (d)  
21 Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class  
22 action is superior to other available methods for the efficient resolution of this controversy; and (f)  
23 counsel for the Class is qualified to act as counsel for the Class and Plaintiff is an adequate  
24 representative of the Class.

25         7.       The Court recognizes that Plaintiff and Defendant stipulate and agree that the group  
26 of Aggrieved Employees subject to the Settlement is manageable for settlement purposes only.  
27 The group of Aggrieved Employees subject to the Settlement is defined as: "all individuals who  
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1 were employed by Defendant who were classified as non-exempt employees in the State of  
2 California at any time during the PAGA Period.” The PAGA Period means the period of time  
3 from January 12, 2022 through July 22, 2025.

4 8. The Court provisionally appoints Plaintiff as the representative of the Class. The  
5 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP and Gomez Trial  
6 Attorneys as Class Counsel for the Class.

7 9. The Court hereby approves, as to form and content, the Court Approved Notice of  
8 Proposed Settlement of Class and PAGA Action and Hearing Date for Final Court Approval  
9 (“Class Notice”) attached to the Agreement as Exhibit A. The Court finds that the Class Notice  
10 appears to fully and accurately inform the Class of all material elements of the proposed  
11 Settlement, of the Class Members’ right to be excluded from the Class by submitting a written opt-  
12 out request, and of each Class Member’s right and opportunity to object to the Settlement. The  
13 Court further finds that the distribution of the Class Notice substantially in the manner and form  
14 set forth in the Agreement and this Order meets the requirements of due process, is the best notice  
15 practicable under the circumstances, and shall constitute due and sufficient notice to all persons  
16 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to  
17 the terms set forth in the Agreement.

18 10. The Court hereby appoints Apex Class Action LLC as the Administrator. No later  
19 than fifteen (15) business days after preliminary approval of the Settlement by the Court,  
20 Defendant shall provide to the Administrator an electronic spreadsheet with the Class Data. The  
21 Administrator will perform address updates and verifications as necessary prior to the mailing of  
22 the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than 14  
23 days after receiving the Class Data, the Administrator will mail the Class Notice Packets to all  
24 Class Members (and Aggrieved Employees) via first-class U.S. Mail. Before mailing Class  
25 Notices, the Administrator shall update Class Member addresses using the National Change of  
26 Address database.

1           11.     The Court hereby preliminarily approves the proposed procedure for exclusion  
2 from the Settlement. Any Class Member may individually choose to opt out of and be excluded  
3 from the Class as provided in the Class Notice by following the instructions for requesting  
4 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be  
5 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the  
6 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice  
7 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such  
8 person who chooses to opt out of and be excluded from the Class will not be entitled to any  
9 recovery under the Class Action aspect of the Settlement and will not be bound by the class  
10 portion of the Settlement or have any right to object, appeal or comment thereon. Class Members  
11 who have not requested exclusion shall be bound by all determinations of the Court, the  
12 Agreement, and the Judgment. A Request for Exclusion may only opt out that particular  
13 individual, and any attempt to effect an opt out of a group, class, or subclass of individuals is not  
14 permitted and will be deemed invalid. Subject to the Court's final approval of the Settlement,  
15 each Aggrieved Employee will be paid his/her allocation of the PAGA Penalties and will remain  
16 bound by the release of the Released PAGA Claims, even if also deemed to be a Class Member  
17 who opts out of the class aspect of the Settlement.

18           12.     Any Class Member who has not opted out ("Participating Class Member") may  
19 appear at the final approval hearing and may object or express their views regarding the  
20 Settlement and may present evidence and file briefs or other papers that may be proper and  
21 relevant to the issues to be heard and determined by the Court as provided in the Notice.  
22 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar  
23 days from the date of the mailing of the Class Notices, to submit their written objections to the  
24 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet  
25 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.  
26 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an  
27 oral objection.

1           13.     A Final Approval Hearing shall be held before this Court on December 4, 2026, at  
2 10:30 a.m. in Department 70 at the San Diego County Superior Court to determine all necessary  
3 matters concerning the Settlement, including: whether the proposed settlement of the Action on  
4 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and  
5 should be finally approved by the Court; whether the Final Approval Order and Judgment should  
6 be entered herein; whether the plan of allocation contained in the Agreement should be approved  
7 as fair, adequate and reasonable to the Class Members and to finally approve attorneys' fees and  
8 costs, the service award, and the expenses of the Administrator. All papers in support of the  
9 motion for final approval and for attorneys' fees, costs and service awards, to be heard at the Final  
10 Approval Hearing, shall be filed with the Court and served on all counsel no later than sixteen (16)  
11 court days before the hearing.

12           14.     Neither the Settlement nor any exhibit, document, or instrument delivered  
13 thereunder shall be construed as a concession or admission by Defendant in any way that the  
14 claims asserted have any merit or that this Action was properly brought as a class or representative  
15 action, and shall not be used as evidence of, or used against Defendant as, an admission or  
16 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or  
17 omission by Defendant or with respect to the truth of any allegation asserted by any person.  
18 Defendant has denied that it has done anything wrong and disputes all the claims in this Action.  
19 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,  
20 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts  
21 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or  
22 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,  
23 evidence of a presumption, concession, indication or admission by Defendant of any liability,  
24 fault, wrongdoing, omission, concession or damage.

25           15.     In the event the Settlement does not become effective in accordance with the terms  
26 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
27 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
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1 and the Parties shall revert to their respective positions as of before entering into the Agreement,  
2 and expressly reserve their respective rights regarding the prosecution and defense of this Action,  
3 including all available defenses and affirmative defenses, and arguments that any claim in the  
4 Action could not be certified as a class action and/or managed as a representative action. In such  
5 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or  
6 referred to in litigation for any purpose.

7 16. The Court reserves the right to adjourn or continue the date of the final approval  
8 hearing and all dates provided for in the Agreement without further notice to Class Members and  
9 retains jurisdiction to consider all further applications arising out of or connected with the  
10 proposed Settlement.

11 17. The Action is stayed and all trial and related pre-trial dates, if any, are vacated,  
12 subject to further orders of the Court at the Final Approval Hearing.

13 **IT IS SO ORDERED.**

14  
15 Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. CAROLYN M. CAIETTI  
JUDGE, SUPERIOR COURT OF CALIFORNIA