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2026 JAN 30 09:08 AM  
KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE #: 24-2-02706-8 SEA

The Honorable Mark Larranaga  
Hearing Date: January 30, 2026  
Hearing Time: 9:00am

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN AND FOR KING COUNTY

NICOLE WHITCRAFT, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

CELLNETIX LABS, LLC and CELLNETIX  
PATHOLOGY, PLLC,  
Defendants.

NO. 24-2-02706-8 SEA

ORDER AND FINAL JUDGMENT  
GRANTING PLAINTIFF'S MOTIONS  
FOR FINAL APPROVAL AND FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS

**(Clerk's Action Required)**

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

This matter is before the Court on Plaintiff's Motion for Final Approval of Class Action Settlement (the "Final Approval Motion") and Plaintiff's Motion for Attorneys' Fees, Costs, Expenses, and Service Awards (the "Fees, Costs, and Service Awards Motion").

WHEREAS, Plaintiff Nicole Whitcraft individually and on behalf of all others similarly situated, and Defendant CellNetix Labs, LLC and CellNetix Pathology, PLLC ("CellNetix") have entered into a Settlement Agreement<sup>1</sup> that settles and provides for a complete dismissal with prejudice of the claims asserted against Defendant CellNetix on the terms and conditions set forth in the Settlement;

<sup>1</sup> The terms of the settlement are set forth in a Settlement Agreement with accompanying exhibits attached as Exhibit A to Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement.

1           WHEREAS, Plaintiff made an application, pursuant to Rule 23 of the Washington  
2 Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance  
3 with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement  
4 only, appointing Plaintiff as Class Representatives, appointing the undersigned as counsel for  
5 the Settlement Class, appointing RG/2 Claims Administration LLC as settlement administrator,  
6 and allowing notice to Settlement Class Members as more fully described herein;

7           WHEREAS, on September 25, 2025, the Court entered an order (the “Preliminary  
8 Approval Order”) granting preliminary approval to the Settlement and approving the form and  
9 manner for providing notice to the Settlement Class;

10           WHEREAS, following the Court’s Preliminary Approval Order, and in accordance with  
11 notice plan set forth in the Settlement Agreement and the Preliminary Approval Order, the  
12 Settlement Class was apprised of the nature and pendency of the Litigation, the terms of the  
13 settlement, and their rights to request exclusion, object, and/or appear and the Final Approval  
14 Hearing;

15           WHEREAS, on December 12, 2025, Plaintiff filed a Motion for an Award of Attorneys’  
16 Fees, Costs, and Service Awards, with an accompanying declaration from Joan M. Pradhan  
17 setting forth Class Counsel’s time and expenses (the “Fee, Costs, and Service Awards  
18 Motion”);

19           WHEREAS, on December 12, 2025, Plaintiff filed her Motion for Final Approval of  
20 Class Action Settlement (“Final Approval Motion”) and accompanying Declaration from  
21 Melissa Baldwin.

22           WHEREAS, on January 30, 2026, the Court held a Final Fairness Hearing to determine  
23 whether the proposed settlement is fair, reasonable and adequate and whether judgment should  
24 be entered dismissing this Action with prejudice;

25           WHEREAS the Court has read and considered (a) Plaintiff’s Final Approval Motion  
26 and Plaintiff’s Fee, Costs, and Service Awards Motion (together, the “Motions”) and all

1 supporting materials, including but not limited to the Settlement Agreement and the exhibits  
2 thereto; (b) any objections filed with or presented to the Court; and (c) the Parties' responses to  
3 any objections; and

4 WHEREAS the Court, having given an opportunity to be heard to all requesting persons  
5 in accordance with the Preliminary Approval Order; having heard the presentation of Class  
6 Counsel; having held a Final Fairness Hearing; having determined that the settlement is fair,  
7 reasonable, and adequate; having considered the application made by Class Counsel for  
8 attorneys' fees, costs, and service awards to the Class Representatives, and having reviewed the  
9 materials in support of that application; and finding good cause appearing in the record to grant  
10 the Motions,

11 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND**  
12 **DECREEED that:**

13 1. The Final Approval Motion and the Fees, Costs, and Service Awards Motion are  
14 **GRANTED** as stated herein;

15 2. The Court has jurisdiction over the subject matter of this Litigation, all claims  
16 raised therein, and all Parties thereto, including the Settlement Class.

17 3. The Settlement Agreement is fair, reasonable, adequate and in the best interests  
18 of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in  
19 good faith and without collusion by capable and experienced counsel with full knowledge of  
20 the facts, the law, and the risks inherent in litigating the Action, and with the active  
21 involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on  
22 the Settlement Class Members, is not contrary to the public interest, and will provide the  
23 Parties with repose from litigation. The Parties faced significant risks, expense, and uncertainty  
24 from continued litigation of this matter, which further supports the Court's conclusion that the  
25 settlement is fair, reasonable, adequate and in the best interests of the Settlement Class  
26 Members;







1 Settlement Agreement and this Final Approval Order and Judgment shall have maximum res  
2 judicata, collateral estoppel, and all other preclusive effects in any and all causes of action,  
3 claims for relief, suits, demands, petitions, or any other challenges or allegations for any of the  
4 Released Claims.

5 **OTHER PROVISIONS**

6 17. The Court directs the Parties and their counsel to implement and consummate  
7 the Settlement Agreement and make available to Settlement Class Members the relief provided  
8 for therein, in accordance with the Settlement Agreement's terms and provisions.

9 18. The Settlement Agreement and this Final Approval Order and Judgment, and all  
10 documents, supporting materials, representations, statements and proceedings relating to the  
11 settlement, are not, and shall not be construed as, used as, or deemed evidence of, any  
12 admission by or against Defendant CellNetix of liability, fault, wrongdoing, or violation of any  
13 law, or of the validity or certifiability for litigation purposes of the Settlement Class or any  
14 claims that were or could have been asserted in the Action against Defendant CellNetix.

15 19. The Settlement Agreement and this Final Approval Order and Judgment, and all  
16 documents, supporting materials, representations, statements and proceedings relating to the  
17 settlement shall not be offered or received into evidence, and are not admissible into evidence,  
18 in any action or proceeding, except that the Settlement Agreement and this Final Approval  
19 Order and Judgment may be filed in any action by any Defendant or the Settlement Class  
20 Members seeking to enforce the Settlement Agreement or the Final Approval Order and  
21 Judgment.

22 20. If the Effective Date does not occur for any reason, the Action will revert to the  
23 status that existed before the Settlement Agreement's execution date, and the Parties shall be  
24 restored to their respective positions in the Action as if the Settlement Agreement had never  
25 been executed. No term or draft of the Settlement Agreement, or any part of the Parties'  
26 settlement discussions, negotiations, or documentation, will have any effect or be admissible in

1 evidence for any purpose in the Litigation, the Settlement Agreement shall be terminated unless  
2 Proposed Settlement Class Counsel and CellNetix's counsel mutually agree in writing to  
3 proceed with the Settlement Agreement.

4 21. Without affecting the finality of this Final Approval Order and Judgment, the  
5 Court will retain jurisdiction over this Action and the Parties with respect to interpretation,  
6 implementation and enforcement of the Settlement Agreement for all purposes.

7 22. The Court will retain jurisdiction over Plaintiff's pending claims against  
8 Defendant CellNetix, which remain pending and are not resolved or otherwise affected by this  
9 Settlement or this Final Approval Order and Judgment.

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11 NOW, THEREFORE, the Court hereby enters judgment in this matter pursuant to the  
12 Washington Rules of Civil Procedure.

13 DATED this 30<sup>th</sup> day of January, 2025.

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16 Mark A. Larrañaga  
17 The Honorable Mark Larrañaga  
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1 Presented by:

2 /s/Joan M. Pradhan

3 Joan M. Pradhan, WSBA #58134

4 jpradhan@tousley.com

5 **TOUSLEY BRAIN STEPHENS PLLC**

6 1200 Fifth Avenue, Suite 1700

7 Seattle, Washington 98101

8 Tel: 206.682.5600/Fax: 206.682.2992

9 Nickolas J. Hagman (pro hac vice)

10 nhagman@caffertyclobes.com

11 **CAFFERTY CLOBES MERIWETHER**

12 **& SPRENGEL LLP**

13 135 S. LaSalle, Suite 3210

14 Chicago, Illinois 60603

15 Tel: 312.782.4880/Fax: 312.782.4485

16 *Attorneys for Plaintiff*

1 **CERTIFICATE OF SERVICE**

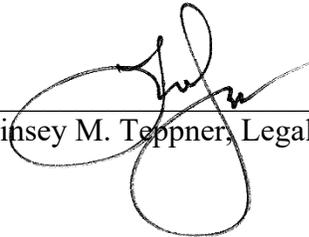
2 I declare and say that I am a citizen of the United States and resident of the state of  
3 Washington, over the age of 18 years, not a party to the above-entitled action, and am  
4 competent to be a witness herein. My business address and telephone number are 1200 Fifth  
5 Avenue, Suite 1700, Seattle, Washington 98101, telephone 206.682.5600.

6 On December 12, 2025, I caused to be served the foregoing document on the individual  
7 named below via King County E-Filing and E-Service System and email:

8 Younjin (Jennifer) Lee  
9 Xuan Zhou  
10 Laguna Hills Carlota Plaza  
11 23046 Avenida de la Carlota, Suite 600  
12 Laguna Hills, CA 92653

13 I declare under penalty of perjury under the laws of the state of Washington and the United  
14 States that the foregoing is true and correct.

15 Executed this 12<sup>th</sup> day of January, 2026, at Seattle, Washington.

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18 \_\_\_\_\_  
19 Linsey M. Teppner, Legal Assistant  
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**King County Superior Court  
Judicial Electronic Signature Page**

Case Number: 24-2-02706-8 SEA  
Case Title: WHITCRAFT VS CELLNETIX LABS ET ANO  
Document Title: Order  
Date Signed: 01/30/2026



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Judge: Mark Larrañaga

Key/ID Number: \*336590851\*  
Page Count: This document contains 10 page(s) plus this signature page.