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KING COUNTY
SUPERIOR COURT CLERK
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CASE #: 24-2-02706-8 SEA

The Honorable Mark Larrañaga

**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 GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Plaintiff, by her Motion for Preliminary Approval, has submitted a proposed Class Action Settlement Agreement (“Settlement Agreement”) to the Court for review. Having reviewed the Settlement Agreement and Plaintiff’s motion and supporting declaration, the Court FINDS, CONCLUDES, and ORDERS as follows:

1. Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms’ length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the

1 proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the
2 Settlement Class Members equitably, and all of the other factors required by Rule 23 and
3 relevant case law.

4 2. The Court concludes that the Settlement Agreement is the result of arm's-length
5 negotiations between the parties after contested litigation. The Settlement Agreement has no
6 obvious defects and is within the range of possible settlement approval, such that the terms are
7 reasonable and notice to the Class is appropriate. Capitalized terms appearing in this Order
8 have the same meaning as used in the Settlement Agreement.

9 3. The proposed notices to be sent to the Class and posted on the internet at a
10 settlement website to be established by the Settlement Administrator, examples of which are
11 attached to the Settlement Agreement, are sufficient in detail to provide sufficient notice of the
12 Settlement Agreement to the Settlement Class. The proposed plan of distribution of the notice
13 through mail and/or email and establishment of a website are likewise sufficient.

14 4. The forms of Notice fairly, plainly, accurately, and reasonably inform
15 Settlement Class members of: (1) appropriate information about the nature of this litigation, the
16 Settlement, the Settlement Class definition, the identity of Class Counsel, and the essential
17 terms of the Settlement; (2) appropriate information about Class Counsel's forthcoming
18 application for attorneys' fees and the proposed service awards to the Settlement Class
19 Representatives; (3) appropriate information about how to participate in the Settlement;
20 (4) appropriate information about this Court's procedures for final approval of the Settlement,
21 and about Settlement Class Members' right to appear through counsel if they desire;
22 (5) appropriate information about how to challenge or opt-out of the Settlement, if they wish to
23 do so; and (6) appropriate instructions as to how to obtain additional information regarding this
24 litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice informs
25 Settlement Class Members that any Settlement Class Member who fails to opt-out will be
26 prohibited from bringing a lawsuit against Defendants CellNetix Labs, LLC and CellNetix

1 Pathology, PLLC (collectively, “Defendants” or “CellNetix”) and certain entities related to
2 Defendants based on or related to any of the claims asserted by Plaintiff or any claims
3 substantively similar thereto.

4 5. This Preliminary Approval Order shall become null and void and shall be
5 without prejudice to the rights of the Parties, all of whom shall be restored to their respective
6 positions existing before the Court entered this Preliminary Approval Order and before they
7 entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval
8 Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with
9 the Settlement Agreement; (c) there is no Effective Date; or (d) otherwise consistent with the
10 terms of the Settlement Agreement. In such event, (i) the Parties shall be restored to their
11 respective positions in the Litigation and shall jointly request that all scheduled Litigation
12 deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party’s
13 counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force
14 and effect with respect to the Parties and shall not be used in the Litigation or in any other
15 proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance
16 with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

17 6. The Court finds that the factors of CR 23(a) are satisfied here. The proposed
18 class consists of approximately 1,310 individuals, and joinder is therefore impracticable. The
19 claims asserted by the Plaintiff are both common and typical of the claims of the class
20 members. The Court finds no conflict of interest presented among Class Counsel or Plaintiff
21 with the Settlement Class. In addition, the Court finds that the factors of CR 23(b) are also
22 satisfied. The Court finds both factual questions and legal issues that are common to the
23 Plaintiff’s claims and the Settlement Class that predominate over any individualized issues.
24 Certification of the Settlement Class for settlement purposes is superior to piecemeal litigation
25 of the Plaintiff’s and Settlement Class Members’ claims. The Court therefore certifies as the
26 Settlement Class the following:

All individuals residing in the United States to whom CellNetix or its authorized representative provided a notice concerning the December 2023 Data Security Incident.

Specifically excluded from the Settlement Class are:

(1) the judge presiding over this Action, and members of their direct families; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers and directors; and (3) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

7. The Court appoints Joan M. Pradhan of Tousley Brain Stephens and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP as Class Counsel.

8. The Court appoints Nicole Whitcraft as Settlement Class Representative.

9. The Court appoints RG2 Claims Administration LLC as the Settlement Administrator in accordance with the terms of the Settlement Agreement, and finds that it has sufficient knowledge, skill and expertise to effectively distribute the Notice and to handle the administration of claims to be submitted by the Settlement Class. The Settlement Administrator shall distribute Notice to the Settlement Class as provided by the Settlement Agreement.

10. Before disseminating the Settlement Class Notice, the Settlement Administrator shall establish a settlement website for the posting of Notices and the Claim Form as provided in the Settlement Agreement. A copy of this Order; the operative complaint; Class Counsel's motion for attorneys' fees, costs, and service awards (when filed); and motion for final approval (when filed) shall also be posted on the settlement website. Additional filings in the case may be posted on the site at the request of one or more of the parties.

1 11. Within 30 days of the date of entry of this Order, the Settlement Administrator
2 shall have commenced the Notice Program as provided for in the Settlement Agreement using
3 the Notice and Claim Form substantially in the form specified in the Settlement Agreement.

4 12. Class Counsel shall file their motions for Final Approval and for attorneys' fees,
5 costs, and class representative service awards at least 14 days before the Opt-Out and Objection
6 Deadlines.

7 13. The Final Approval Hearing is scheduled for [at least 120 days after the date of
8 this Order], **Friday, January 30, 2026 at 9:00 a.m.** at the **King County Superior**
9 **Courthouse, 401 4th Avenue N, Courtroom 4H, Kent, Washington 98032.** Class Counsel
10 and/or Defendant may file a reply to any objections to the Settlement Agreement or opposition
11 to Class Counsel's fee request no later than seven days before the Final Approval Hearing.

12 14. All Notice required by this Order and the Settlement Agreement shall notify the
13 Class of the Objection/Opt-Out Deadline, which shall be the date which is the 60th day after
14 the first date the Settlement Administrator has sent Notice.

15 15. All Notice required by this Order and the Settlement Agreement, as well as the
16 Claim Form, shall notify the Class of the Claims Deadline, which shall be a date that is 90 days
17 after the first date Notice is sent to the class as specified in paragraph 9 of this Order.

18 DATED this 25th day of September, 2025.

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21 Mark A. Larrañaga
22 The Honorable Mark Larrañaga
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1 Presented by:

2 /s/Joan M. Pradhan

Joan M. Pradhan, WSBA #58134

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135 S. LaSalle, Suite 3210

9 Chicago, Illinois 60603

Tel: 312.782.4880/Fax: 312.782.4485

10 *Attorneys for Plaintiff*

1 **CERTIFICATE OF SERVICE**

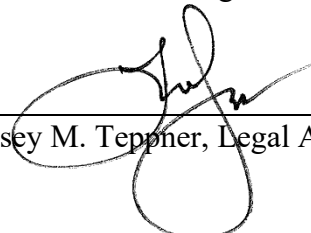
2 I declare and say that I am a citizen of the United States and resident of the state of
3 Washington, over the age of 18 years, not a party to the above-entitled action, and am
4 competent to be a witness herein. My business address and telephone number are 1200 Fifth
5 Avenue, Suite 1700, Seattle,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

6 On September 24, 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 Sean Hoar
9 Younjin (Jennifer) Lee
10 Xuan Zhou
11 CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
12 3420 Bristol Street, 6th Floor
13 Costa Mesa, California 92626
shoar@econstanzy.com
jlee@constangy.com
xzhou@constargy.com

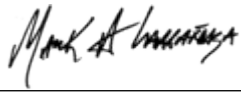
14 I declare under penalty of perjury under the laws of the state of Washington and the
15 United States that the foregoing is true and correct.

16 Executed this 24th day of September, 2025, at Seattle, Washington.

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18
19 
20 _____
21 Linsey M. Teppner, Legal Assistant
22
23
24
25
26

**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: 09/25/2025



Judge: Mark Larrañaga

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