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THE HONORABLE TONY HAZEL  
Noted for Consideration: December 5, 2025  
Without Oral Argument

**FILED**

**DEC 05 2025**

Timothy W. Fitzgerald  
SPOKANE COUNTY CLERK

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

RANDI SYCKS, individually and on behalf of  
all others similarly situated,

Plaintiff,

v.

INCYTE PATHOLOGY, INC., a Washington  
corporation,

Defendant.

NO. 24-2-02294-32

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

WHEREAS, Plaintiff Randi Sycks has applied for an order preliminarily approving the settlement of this action as stated in the Settlement Agreement (attached as Exhibit 1 to the Declaration of Erika Lane in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement), which sets forth the terms and conditions for a proposed class action settlement and for dismissal of the action with prejudice upon the terms and conditions set forth therein;

WHEREAS, the Court has read and considered the Settlement Agreement attached as Exhibit 1 to the Declaration of Erika Lane, and the briefing submitted in support of preliminary approval of the settlement and is fully advised, as well as the declarations of counsel submitted in support of Plaintiff's unopposed motion:

1           NOW, THEREFORE, IT IS HEREBY ORDERED:

2           Unless otherwise provided herein, all capitalized terms in this Order shall have the  
3 same meaning as set forth in the Settlement Agreement.

4           1.       The Court finds class certification for settlement purposes is proper. The  
5 proposed Settlement Class satisfies the requirements of CR 23(a) and CR 23(b)(3). The  
6 proposed settlement class is composed of more than 800 people such that numerosity is  
7 satisfied. There are common questions of law and fact regarding the settlement class'  
8 alleged claims, including whether Defendant's alleged common practices violated the law,  
9 which question would also predominate over individual questions, if any, such that  
10 commonality and predominance are satisfied. The claims of Plaintiff are typical of the  
11 claims of the proposed settlement class. And Plaintiff and her counsel are adequate and  
12 qualified to protect the interests of the settlement class. For these reasons, the Court  
13 certifies the following Settlement Class:

14           All current and former non-exempt employees who worked at least one  
15 hourly/non-exempt shift for Incyte in Washington at any time from May 9,  
2021 through May 29, 2025, as already identified by Incyte.

16           2.       The Court preliminarily approves the Settlement Agreement and the terms  
17 set forth therein—including the relief afforded the Settlement Class, the service award to  
18 the Plaintiff, the attorneys' fees and costs award to Class Counsel, and the Settlement  
19 Administration expenses award—as being fair, reasonable and adequate. The Settlement  
20 Agreement is the result of arm's length negotiations between experienced attorneys who  
21 are familiar with class action litigation in general and with the legal and factual issues of  
22 this case in particular.

23           3.       The Court appoints CAC Services Group as Settlement Administrator. The  
24 Court approves the Settlement Administrator to perform the functions required by the  
25 terms of the Settlement Agreement. The Court also approves reasonable compensation and  
26 costs to the Settlement Administrator in accordance with the Settlement Agreement.

1           4.     A final fairness hearing (“Final Fairness Hearing”) for purposes of  
2 determining whether the Settlement should be finally approved, shall be held before the  
3 Court on \_\_\_\_\_, 2026, at \_\_\_\_\_ a.m./p.m. in the courtroom of the Honorable  
4 Tony Hazel at Spokane County Superior Court, 1116 W Broadway Avenue, Spokane,  
5 WA 99260. At the hearing, the Court will hear arguments concerning whether the  
6 proposed Settlement and the terms and conditions provided for in the Settlement  
7 Agreement should be granted final approval by the Court as fair, reasonable and adequate.  
8 The Court will also consider Class Counsel’s request for attorneys’ fees and costs and for a  
9 service payment to the Class Representative, and rule on any other matters that the Court  
10 deems appropriate.

11           5.     The Court approves, as to form and content, the Notice of Settlement to be  
12 sent to the members of the Settlement Class, which is attached to the Settlement Agreement  
13 as Attachment A. In addition, the Court finds that distribution of the Notices in the manner  
14 set forth in Paragraph 6 of this Order and Section 6 of the Settlement Agreement will meet  
15 the requirements of due process and applicable law, will provide the best notice practicable  
16 under the circumstances, and will constitute due and sufficient notice to all individuals  
17 entitled thereto.

18           6.     The procedure for distributing notice shall be as follows:

19           a.     Within 21 days of the date of this Order, Defendant shall provide the  
20 Settlement Administrator with the name, last known address, last known telephone  
21 number, last known non-work email address (if any), and social security number of each  
22 Class Member.

23           b.     No later than 14 days after receiving the Employee Data, the  
24 Settlement Administrator shall issue notice to all Settlement Class Members (“Class  
25 Notice”) by regular mail, including notice by email, if applicable. The date on which Class  
26 Notices are sent shall be deemed the “Initial Mailing Date.”

1 c. Before mailing the Class Notices, the Settlement Administrator will  
2 perform normal and customary address updates and verifications as necessary.

3 d. The Class Notice shall provide that Class Members may exclude  
4 themselves from the Settlement by submitting a written request which must be  
5 postmarked and received by the Settlement Administrator within forty-five (45) days from  
6 the Initial Mailing Date. If a Class Notice is re-mailed, the Class Member shall have an  
7 additional 14 days to exclude themselves in accordance with the Settlement Agreement.

8 e. If a Class Notice is returned as undeliverable with a forwarding  
9 address provided by the United States Postal Service, the Settlement Administrator will  
10 promptly resend the Class Notice to that forwarding address. If a Class Notice is returned  
11 as undeliverable and without a forwarding address, the Settlement Administrator will  
12 perform a reasonable skip trace, and if it obtains a more recent address, will resend the  
13 Class Notice.

14 f. The Settlement Administrator shall also mail a Class Notice to any  
15 Class Member who contacts the Settlement Administrator or one of the Parties and  
16 requests a Class Notice.

17 7. Class Counsel shall timely file a motion requesting that the Court grant final  
18 approval of the Settlement Agreement and enter final judgment as to Defendant in the  
19 Action.

20 8. The Court reserves the right to adjourn the date of the Final Fairness Hearing  
21 without further notice to the members of the Settlement Class and retains jurisdiction to  
22 consider all further applications arising out of or connected with the proposed Settlement  
23 Agreement.

24 9. If the Court does not enter an order finally approving the Settlement, or if the  
25 Settlement does not become final for any other reason, then the action shall proceed as if  
26 the Settlement Agreement had not been executed.



1 Presented by:

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19 *Attorneys for Plaintiff*

20 Approved as to form, notice of presentation  
21 waived:

22 **LEWIS BRISBOIS BISGAARD & SMITH**

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