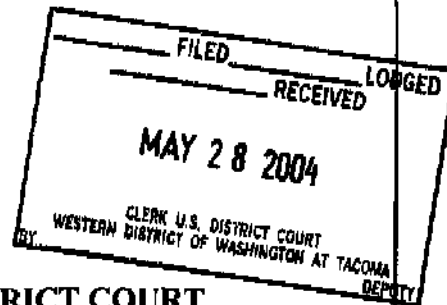


MAGISTRATE JUDGE MONICA J. BENTON



UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

SHANNON HALLETT, et al.,

NO. C93-5496FDB

Plaintiffs,

SETTLEMENT AGREEMENT

v.

BELINDA STEWART, et al.,

Defendants.

This is a Settlement Agreement for the above-referenced action. Based upon consideration and mutual promises, the Parties, including the named Plaintiffs and the class they represent (as defined by prior order of this Court), by and through their attorneys, Katrin E. Frank, and Patricia Arthur, and Defendants, by and through their attorneys, CHRISTINE O. GREGOIRE, Attorney General, and Assistant Attorneys General Carol Murphy and Aileen Miller, subject to approval of the court after notice to the class members agree to the following:

1. In consideration of the following provisions of the Settlement Agreement, Plaintiffs (meaning named Plaintiffs and all members of the plaintiff class), agree to dismiss all claims and contempt matter remaining in this lawsuit. This agreement does not constitute an admission of liability, wrongdoing or violation of any state or federal regulation, state or federal law, or state or federal constitutional provision by any party to this Agreement, or any other agent, officer, employee, or department of the State of Washington. This resolution shall not be considered a judgment against any individual defendant.



1 2. The State shall pay the sum of FIVE HUNDRED THOUSAND DOLLARS AND NO  
2 CENTS (\$500,000.00) as full and complete settlement of this case. This settlement sum includes  
3 payment for:

4 (1) costs;

5 (2) attorneys' fees; and

6 (3) money to be allocated into a fund for the benefit of class members (The Fund).

7 3. Plaintiffs' counsel is responsible for obtaining a neutral person to determine how the  
8 \$500,000.00 will be divided between costs, attorneys' fees and The Fund.

9 4. The settlement amount of \$500,000.00 will be payable by check or warrant to Plaintiffs'  
10 counsel and delivered to Plaintiffs' counsel within 10 business days of Defendants' counsel's  
11 receipt of an order approving the settlement agreement by the Court.

12 5. None of the \$500,000.00 is to be considered compensatory damages.

13 6. The terms of this Settlement Agreement shall be effective when signed by the legal  
14 representatives of the parties, subject to approval of the court after notice to class members.

15 7. The parties jointly agree that upon court approval of the settlement, dismissal with prejudice  
16 of this lawsuit is an appropriate resolution in consideration for the terms stated herein. Plaintiffs'  
17 counsel agree to recommend accepting this settlement by class members. The parties also agree  
18 to sign and file a stipulated motion for the entry of an order dismissing this action with prejudice,  
19 consistent with the provisions above and Fed. R.Civ.P. 23.

20 8. The undersigned declare that the terms of this Settlement Agreement are completely read,  
21 wholly understood, and voluntarily accepted for the purpose of making a full and final compromise,  
22 adjustment and settlement of any and all claims brought by plaintiffs in this action against any and  
23 all defendants. All counsel agree that this is a fair, reasonable and adequate settlement pursuant  
24 to Fed.R.Civ.P. 23.

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9. The parties agree that any pending deadlines are stayed pending approval of this settlement by the Court.

DATED this 13th day of November, 2003.

CHRISTINE O. GREGOIRE  
Attorney General

*Carol Murphy*

CAROL A. MURPHY, WSBA #21244  
AILEEN B. MILLER, WSBA #27943  
Assistant Attorneys General  
Attorneys for Defendants

COLUMBIA LEGAL SERVICES

*Patricia J. Arthur*      *Katrin E. Frank*

PATRICIA J. ARTHUR, WSBA #13769  
KATRIN E. FRANK, WSBA # 14786  
Attorneys for Plaintiffs

ACLU OF WASHINGTON  
AARON H. CAPLAN, WSBA # 22525

ACLU NATIONAL PRISON PROJECT  
DAVID C. FATHI, WSBA # 24893  
Attorneys for Plaintiffs