

The Honorable JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

DISABILITY RIGHTS WASHINGTON,

*Plaintiff,*

v.

WASHINGTON STATE DEPARTMENT OF  
CORRECTIONS and TIM LANG, Secretary of  
the Department of Corrections, in his official  
capacity,

*Defendants.*

No. C23-1553-JCC

~~[JOINT PROPOSED]~~ ORDER:

GRANTING JOINT MOTION TO APPROVE  
AMENDED SETTLEMENT AND  
ADMINISTRATIVELY CLOSE CASE

BEFORE THE COURT is the Parties’ Stipulation and Joint Motion to Approve Amended Settlement and Administratively Close Case. The Parties move this Court to (1) approve the Amended Settlement Agreement (“Agreement”), ECF No. 16, reached by the Parties; (2) issue a consent decree incorporating the Agreement into this Order; (3) award Plaintiff attorneys’ fees and costs as provided in the Agreement; and (4) administratively close the case during the Monitoring Term of the Agreement, provided the Parties may move to reopen the case to seek the Court’s assistance in enforcing the Agreement if necessary.

With one (1) month remaining in the Monitoring Term, the Parties shall submit a Status Report to the Court. If both Parties agree at the time the Status Report is filed that the

1 Department has achieved Substantial Compliance with the Agreement, this Agreement  
2 shall automatically terminate, the Court's jurisdiction shall end, and the Court shall dismiss the  
3 case with prejudice.

4 If, at the time the Status Report is filed, the Parties agree the Department has not achieved  
5 Substantial Compliance, the Parties shall amend this Agreement to provide for continued  
6 monitoring only of those substantive provisions with which the Department has not achieved  
7 Material Compliance for at least two (2) consecutive reporting periods.

8 If the Parties are unable to reach agreement regarding the determination of Substantial  
9 Compliance at the time the Status Report is filed, the Parties will submit their respective  
10 Compliance Assessments, with any supplemental briefs or materials the Party deems necessary.  
11 The Court will have the authority to make the final determination as to whether Substantial  
12 Compliance has been met and may order any additional briefings or evidence as necessary. If  
13 the Court determines that the Department achieved Substantial Compliance, the Court shall  
14 terminate the Agreement, the Court's jurisdiction shall end, and the Court shall dismiss the case  
15 with prejudice. If the Court determines that the Department has not achieved Substantial  
16 Compliance, the Parties shall amend this Agreement to provide for continued monitoring only  
17 of those substantive provisions with which the Department has not achieved Material  
18 Compliance for at least two (2) consecutive reporting periods, and the Court may impose any  
19 other relief as it determines appropriate.

20 The Court has reviewed the record and files herein, the completed briefing, and  
21 information presented at the hearing, and is fully informed.

22 The Parties' stipulated joint motion is **GRANTED**.

23 **ACCORDINGLY, IT IS HEREBY ORDERED:**

~~[JOINT PROPOSED]~~ ORDER GRANTING JOINT  
MOTION TO APPROVE AMENDED  
SETTLEMENT AND ADMINISTRATIVELY  
CLOSE CASE - 2  
Case No. C23-1553-JCC

Disability Rights Washington  
315 5th Avenue South, Suite 850  
Seattle, Washington 98104  
(206) 324-1521 • Fax: (206) 957-0729

1 1. All Parties are to abide by the Settlement Agreement, ECF No. 17-1, which is  
2 incorporated into this Order. Plaintiff is awarded attorneys' fees and costs as agreed to in  
3 the Settlement Agreement, ECF No. 17-1.

4 a. Defendants shall pay Plaintiff \$300,000 annually for Plaintiff's attorneys' fees and  
5 costs while this Agreement remains in effect. If the Parties mutually agree that the  
6 Department is in Material Compliance with all the substantive terms of Section B  
7 and C in this Agreement, Plaintiff agrees to reduce the annual monitoring fee to  
8 \$150,000 (one hundred and fifty thousand dollars and zero cents). As recognized by  
9 the Parties in the Settlement Agreement, the Monitoring Term may be shorter if  
10 Substantial Compliance is achieved at an earlier date. If the Agreement is  
11 successfully enforced or extended for any length, by mutual agreement of the Parties  
12 or after a determination of lack of compliance, the Parties or the Court will  
13 determine the appropriateness of future fees and expenses. For periods of time where  
14 this Agreement is not in effect for an entire year, the Parties agree that the amount  
15 for that year will be prorated based on the number of months during the year that this  
16 Agreement was in effect. For periods of time where Plaintiffs have reduced the  
17 annual monitoring fee due to Defendants' Material Compliance with Sections III.B  
18 and III.C, the Parties agree that the amount for that year will be prorated based on  
19 the portion of the year during which each applicable fee rate was in effect.

20 b. For purposes of calculating the annual payment, each one-year period will be  
21 measured from October 17, 2023, the date the Court entered the Consent Decree  
22 incorporating the original Settlement Agreement. Defendant shall pay Plaintiff's  
23 counsel on that date each year.

- 1 2. The Court will retain jurisdiction over the case. With one (1) month remaining in the  
2 Monitoring Term, the Parties shall submit a Status Report to the Court. If both Parties  
3 agree at the time the Status Report is filed that the Department has achieved Substantial  
4 Compliance with the Agreement, this Agreement shall automatically terminate, the  
5 Court's jurisdiction shall end, and the Court shall dismiss the case with prejudice.
- 6 3. If, at the time the Status Report is filed, the Parties agree the Department has not  
7 achieved Substantial Compliance, the Parties shall amend this Agreement to provide for  
8 continued monitoring only of those substantive provisions with which the Department  
9 has not achieved Material Compliance for at least two (2) consecutive reporting periods.
- 10 4. If the Parties are unable to reach agreement regarding the determination of Substantial  
11 Compliance at the time the Status Report is filed, the Parties will submit their respective  
12 Compliance Assessments, with any supplemental briefs or materials the Party deems  
13 necessary. The Court will have the authority to make the final determination as to  
14 whether Substantial Compliance has been met and may order any additional briefings or  
15 evidence as necessary. If the Court determines that the Department achieved Substantial  
16 Compliance, the Court shall terminate the Agreement, the Court's jurisdiction shall end,  
17 and the Court shall dismiss the case with prejudice. If the Court determines that the  
18 Department has not achieved Substantial Compliance, the Parties shall amend this  
19 Agreement to provide for continued monitoring only of those substantive provisions  
20 with which the Department has not achieved Material Compliance for at least two (2)  
21 consecutive reporting periods, and the Court may impose any other relief as it  
22 determines appropriate.
- 23

- 1 5. The file in this matter shall be administratively closed during the period of compliance  
2 and monitoring and shall be reopened by motion of Plaintiff's or Defendants' counsel.
- 3 6. The District Court Executive is directed to enter this Order, furnish copies to counsel,  
4 enter judgment as directed, and **close the file**.

5 Dated this 2nd day of April 2026.

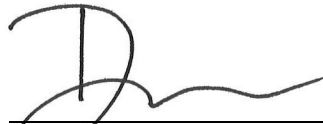
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JOHN C. COUGHENOUR  
United States District Judge

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Presented by:

**DISABILITY RIGHTS WASHINGTON**



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*/s/ Katherine Faber*

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