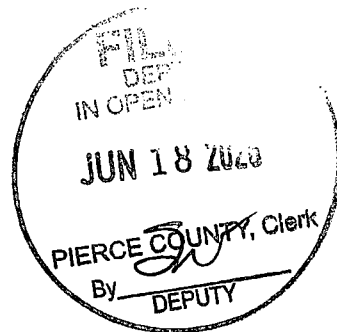




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Hon. Rebecca Reeder



SUPERIOR COURT OF THE STATE OF WASHINGTON
PIERCE COUNTY

Daniel Morris, individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

State of Washington; Department of
Corrections,

Defendants.

No. 23-2-09954-6

Order Granting Final Approval of
Class Action Settlement

On May 1, 2026, this Court entered an Order Granting Preliminary Approval of Class Action Settlement, Authorizing Notice, and Setting the Final Fairness Hearing ("Preliminary Approval Order"); and

Individual notice complying with Civil Rule 23 was sent to each class member as provided in the Settlement Agreement. This notice included (1) mailing the notice to the last known address of each member of the Settlement Class; (2) the creation of a Settlement Class website containing the long and short form notices; (3) the creation of an 800-number for the class to call; and (4) posting the short form notice at Stafford Creek Corrections Center; and

A fairness hearing on final approval of the Settlement was held before the Court on June 18, 2026; and

The Court, being advised, finds that good cause exists for entry of the below Order; now, therefore,

IT IS HEREBY FOUND, ORDERED, ADJUDGED AND DECREED THAT:

1. Unless otherwise provided herein, all capitalized terms in this Order shall have the same meaning as set forth in the Settlement Agreement attached as Exhibit A to the Declaration of Micah R. LeBank in Support of Plaintiffs Motion for Final Approval of Class Action Settlement.

2. The Court finds that notice to the Settlement Class has been completed in conformity with the Preliminary Approval Order. The Court finds that this notice was the best notice practicable under the circumstances, that it provided due and adequate notice of the proceedings and of the matters set forth therein, and that it fully satisfies all applicable requirements of law and due process.

3. The Court finds it has personal and subject matter jurisdiction over all claims asserted in this litigation with respect to all members of the Settlement Class.

4. Pursuant to Civil Rule 23; the Court has certified the following Class which constitutes the Settlement Class:

All persons who contracted latent tuberculosis while incarcerated at Stafford Creek Corrections Center in Aberdeen, Washington, between January 1, 2021, and December 31, 2022, as evidenced by a positive tuberculin skin test ("TST") or interferon-gamma release assay ("IGRA") blood test either during the above period of incarceration or within 60 days of an incarcerated person's release from DOC custody during the above time period. Any persons who have already initiated their own individual actions against the Department of Corrections based upon their contraction of latent tuberculosis are expressly excluded from the class.

The Settlement Class excludes anyone who timely opted out of the Settlement or previously opted out of the Classes following notice of class certification.

5. The Court appointed Theodore Rhone and Daniel Morris as class representatives for the Settlement Class. On February 24, 2026, Theodore Rhone withdrew as class representative. Mr. Rhone served as class representative throughout this litigation. Mr. Rhone was subject to a CR 35 examination, gave a deposition, and responded to discovery requests.

6. The Court has appointed Micah R. LeBank, Marta L. O'Brien, Colin Prince, and Jay McEntire and Connelly Law Offices, PLLC as Class Counsel for the Settlement Class.

7. The Court received five objections to the Settlement and finds that the small percentage of objections making up only 2% of the class favor approval. The Court has considered the objections, the basis, submissions by the parties, and the Court overrules those objections.

8. The Court hereby approves the terms set forth in the Settlement Agreement including Defendant's payment of the total Settlement Amount of \$11,500,000, as fair, adequate, and reasonable in light of the degree of recovery obtained in relation to the risks faced by the Settlement Class. The relief provided to the Settlement Class under the Settlement Agreement is appropriate as to the individual members of the Settlement Class as a whole.

9. The Washington Supreme Court has recognized, "[i]n common fund cases, the size of the recovery constitutes a suitable measure of the attorneys' performance." *Bowles v. Department of Retirement Systems*, 121 Wn.2d 52, 72 (1993). The Washington Supreme Court has approved a contingency fee of 40% as reasonable. *Forbes v. Am. Bldg. Maint. Co. W.*, 170 Wash. 2d 157, 166, (2010) ("The Court of Appeals confirmed the trial court's approval of the 40 percent contingency fee."). The fee typically charged in a complex medical malpractice case is 40% or

higher. Tim Ford, an attorney with 50 years of experience supports a 40% fee in medical negligence and cases on behalf of inmates.

10. The Court finds that this is not a typical class action but instead is a medical negligence case on behalf of 244 individuals litigated as a class. This required that Plaintiffs' counsel retain experts regarding liability, causation, and damages. Discovery in this case was expensive and Plaintiffs' counsel took on substantial risk litigating this case with no guarantee of recovery. Courts in Washington and elsewhere have upheld these types of contingency fee agreements as reasonable in both individual cases as well as class actions. *See Forbes*, 170 Wn.2d at 166; *Voth Oil Company, Inc. v. United States*, 108 Fed. Cl. 98, 105 (2012).

11. Plaintiffs obtained an excellent result for the class members. The latent TB class would not have been able to obtain alternate representation. In fact, one individual filed a claim *pro se*. No other law firm was willing to take on the latent TB cases. The size of the recovery (\$11.5 million) is also a factor that the Court is to take into consideration. *Bowles*, 121 Wn.2d at 72 ("In common fund cases, the size of the recovery constitutes a suitable measure of the attorney's performance."). Without counsel's diligent work pursuing class discovery, obtaining class certification, winning a ruling granting partial summary judgment on breach, and defeating Defendants motion for summary judgment on causation the class members would have recovered nothing.

12. Class counsel took on substantial risk litigating this case for 2.5 years and invested over \$300,000 into the case. No other firm was willing to take on this case. Based on the risks, there was a real possibility Class Counsel would recover nothing for their work. Nonetheless,

counsel took their charge seriously and endeavored to represent the interests of the latent TB inmates.

13. The Court finds that an Attorney's Fee Award of 40% of the common fund Settlement Amount is fair and reasonable. The Court therefore approves the payment of \$4,600,000 in attorney's fees to Class Counsel based on the "percentage recovery" approach. This fee is within the range of reasonableness and is consistent with the fees charged by attorneys for pursuing medical malpractice cases. The Court reaches the conclusion that the 40 percent award to Class Counsel is reasonable after analyzing (1) the substantial financial recovery for Settlement Class Members; (2) the diligent effort utilized by Class Counsel in litigating the claims; (3) Class Counsel's substantial experience in medical negligence cases and the skill necessary to achieve the settlement; (4) the 2.5 years of litigation including substantial discovery, depositions, expert discovery, motions practice, and trial preparation; (5) the substantial risks Class Counsel took in litigating this case on a contingency basis, paying all costs, and foregoing other work; (6) the high-quality work Class Counsel performed; and (7) the duration and complexity of the litigation and scope of discovery.

14. For common fund settlements, reasonable litigation costs incurred by attorneys for a class are awarded in addition to percentage fee awards. *See Bowles*, 121 Wn.2d at 70. The settlement notices issued to Settlement Class Members indicated that litigation costs were estimated to be up to \$175,000.00. Class Counsel has incurred \$146,692.91 in costs to date. Because additional costs are sometimes received late, class counsel requests that an additional \$15,000.00 be reserved for late costs with any remaining funds being paid into the common fund

for the class. The Court approves payment of \$146,692.91 in litigation costs to Class Counsel as fair and reasonable to compensate Class Counsel for the relevant and necessary costs incurred.

15. The Court approves payment of up to \$15,000 from the Settlement Amount to the Settlement Administrator, CPT Group, Inc. This payment is fair and reasonable to compensate the Settlement Administrator for its work and costs incurred in administering the settlement.

16. The Court approves service awards of \$15,000 each for Plaintiffs Theodore Rhone and Daniel Morris. These awards reasonably compensate Plaintiffs for the risks that they took in bringing the case and their time and effort in serving as class representatives, assisting with the investigation, participating actively in the litigation.

17. Each Settlement Class Member who did not file a timely request for exclusion shall be entitled to receive a proportional share of the Class Fund as described in **Section H** of the Settlement Agreement after deduction of the Court-Approved Deductions provided in **Section G(3)** (attorney's fees, Litigation Costs, Service Awards, Settlement Administrator Costs, and Reserve Fund).

18. As provided in **Section G(2)** of the Settlement Agreement, within **five** days of the entry of this Order, the Parties will cause a Stipulated Judgment to be filed with the Court.

19. As provided in **Section G(2)** of the Settlement Agreement, within 30 days of entry of the Stipulated Judgment, DOC shall pay the gross Settlement Fund (\$11,500,000) to be deposited into an escrow account established by the CPT Group (the Settlement Administrator).

20. As provided in **Section M(4)** of the Settlement Agreement, within **five** business days of receiving payment of the Settlement Amount, the Settlement Administrator shall pay to

Class Counsel the Attorney's Fees and Costs Awards detailed above and shall pay the Service Awards to Plaintiffs as detailed above.

21. As provided in **Section Q** of the Settlement Agreement the Settlement Administrator shall distribute Settlement Payments to Valid Claimants as soon as reasonable and completing distributions within 120 days.

22. If a Settlement Award check remains uncashed after 120 days following issuance of the check to a Settlement Class Member who has not provided an updated mailing address as provided in the Settlement Agreement, the funds will be returned to the common fund and will be distributed on a pro-rata basis to the class members.

23. The Settlement Administrator will maintain a Reserve Fund of \$100,000 from the Class Fund, which it will use to pay out any claims for which Defendant did not provide accurate Class Member data or for any Settlement Class Members who were inadvertently left off the initial list produced by Defendant (or for any other purposes agreed by the parties to ensure Settlement Class Members receive appropriate payments).

24. All settlement Class Members, except any who have submitted a timely and valid request for exclusion in response to notice of class certification in October 2025 or in response to the Settlement Notice, are bound by the terms of the Settlement Agreement, including the Release in **Section P** of the Agreement. As of the Effective Date, the Settlement constitutes a full and final settlement and release of all "Released Claims" as defined in **Section P(2)** of the Settlement Agreement.

25. The parties and their counsel shall implement and consummate the Settlement Agreement according to its terms and provision, including all payments to be made by Defendant and the Settlement Administrator under the Agreement.

26. This Court hereby dismisses with prejudice all "Released Claims" as defined by the Settlement Agreement. This dismissal shall be without costs or attorneys fees, except as otherwise ordered here, to any party.

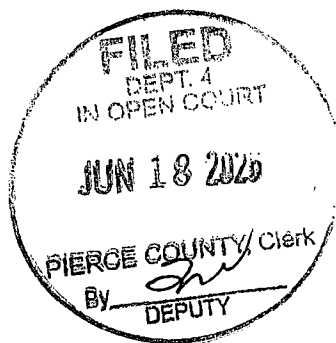
27. The dismissal of the "Released Claims" against Defendant is without prejudice to the rights of the parties to enforce the terms of the Settlement Agreement and the rights of Class Counsel to seek the payment of fees and costs as provided for in this Order.

28. The Court retains jurisdiction over the parties, the Settlement Class Members, and the Settlement with respect to all future performance of the terms of the Settlement Agreement including the administration and enforcement of the Agreement, to ensure that all payments and other actions required by the Settlement are properly carried out.

Done in open court this 18 day of June, 2026.

Rebecca K. Reeder

The Honorable Rebecca Reeder



Presented by:
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