

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA**

JERRY BAKER, et al.,

Plaintiffs,

vs.

DONAL CAMPBELL, et al.,

Defendants.

Case No. CV 03-C-1114-M

**PRELIMINARY INJUNCTION SETTLEMENT AGREEMENT**

WHEREAS on May 13, 2003, plaintiffs filed suit challenging the constitutional adequacy of the medical care provided to persons with serious illnesses by the Alabama Department of Corrections (ADOC) and Naphcare, Inc.; and

WHEREAS on May 23, 2003, the plaintiffs filed a motion for a preliminary injunction seeking immediate relief; and

WHEREAS the plaintiffs and defendants agree that it is in their best interests to resolve the motion for preliminary injunction;

NOW THEREFORE the parties, by and through their respective counsel, hereby stipulate and agree to the following provisions:

1. The defendants have hired a full-time, forty-hour per-week primary care physician who is assigned exclusively to St. Clair Correctional Facility. The defendants agree to maintain this full-time position at St. Clair pending the outcome of this litigation. This full-time position is separate and apart from the part-time oncologist, nephrologist, and dentist who also serve the inmates at St. Clair.

2. The defendants agree to hire and/or maintain the following qualified and competent nursing staff:

- a. (2) RN's on first shift on M-F - forty hours per week each
- b. (1) RN on second shift on M-F - forty hours per week
- c. (1) RN on first shift on weekends - sixteen hours per week
- d. (8) LPN's - staffing for all three shifts
- e. (1) Nurse Practitioner / Physician's Assistant - 20 hours per week
- f. (1) RN to administer chemotherapy - 8 hours per week
- g. (2) RN's assigned exclusively to dialysis patients - 40 hours per week each

This staffing agreement does not include additional necessary non-nursing staff, such as dialysis technicians and medical clerks. To the extent that additional staffing is required to comply with the terms of this agreement, NaphCare, upon execution of this agreement, will immediately engage in a good faith effort to fill any additional staff positions in a timely manner. Within two weeks of the execution of this agreement, counsel for NaphCare will notify plaintiffs' counsel of NaphCare's effort and the results of that effort. Until all required staff are hired, counsel for NaphCare will continue on a bi-weekly basis to keep plaintiffs' counsel apprised of NaphCare's effort.

3. The defendants agree to provide all prescribed medication and necessary medical supplies within a medically appropriate period of time.

4. The defendants agree to provide all necessary off-site medical specialty consultations and treatment within a medically appropriate period of time.

5. The plaintiffs agree to waive all fees and costs associated with the preparation and litigation of the preliminary injunction motion.

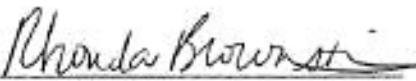
6. The parties expressly acknowledge and agree that this agreement does not constitute an admission of liability by the defendants.

7. The parties agree that the relief agreed upon here is narrowly drawn, extends no further than necessary to correct the violation, if any, of a federal right, and is the least intrusive means necessary to correct the violation, if any, of a federal right.


8. The parties agree that this preliminary injunction settlement agreement is limited only to the plaintiff's preliminary injunction motion and does not resolve any other issues in this litigation. This agreement will terminate upon the final resolution of this litigation. The parties agree that this preliminary settlement agreement is enforceable by this federal court.

Agreed upon this 26<sup>th</sup> day of June 2003.

  
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**ORDER**

The parties' Preliminary Injunction Settlement Agreement is hereby approved. The Court has reviewed the agreement and finds that the stipulated relief is narrowly drawn, extends no further than necessary to correct the violation of a federal right, is the least intrusive means necessary to correct the violation of a federal right, and will not adversely impact the public safety or the operation of the criminal justice system. The agreement will remain in effect during the pendency of this litigation and will terminate upon resolution of the case.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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UNITED STATES DISTRICT JUDGE