

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
MIDDLE DISTRICT OF ALABAMA, NORTHERN DIVISION

EDWARD BRAGGS, et al.,)	
)	
Plaintiffs,)	
)	
v.)	CIVIL ACTION NO.
)	2:14cv601-MHT
)	(WO)
JEFFERSON S. DUNN, in his)	
official capacity as)	
Commissioner of)	
the Alabama Department of)	
Corrections, et al.,)	
)	
Defendants.)	

PHASE 2A INVOLUNTARY MEDICATION CONSENT DECREE

This matter having come before the court on the Joint Motion for Approval of the Parties' Settlement Agreement and Entry of Stipulated Order; the court having ordered the provision of adequate notice to members of the plaintiff class of the terms of this order, having received and considered the written objections from members of the plaintiff class related to the contents of this order, having held a fairness hearing on August 23, 2017, having reviewed the filings, documents, orders and/or admissible evidence

which are currently filed of record with the court, and having considered the arguments of counsel for the parties and the other premises herein; and for the reasons to be set forth in a separate opinion, it is ORDERED, ADJUDGED, and DECREED as follows:

1. Notice Pursuant to Rule 23(e)(1). Reasonable notice of the proposed settlement was provided to the plaintiff class in the manner directed by the court by separate order. Members of the plaintiff class were then afforded an opportunity to submit comments and

3. Revised Involuntary Medication Policy.

Pursuant to the terms and conditions of this order and the process identified herein, the Alabama Department of Corrections ("ADOC") will implement a revised policy and practice regarding the involuntary medication of inmates with mental illnesses. The court finds the revisions in the applicable Administrative Regulation ("AR") No. 621, if fully implemented, extend no further than necessary to resolve the violations of federal due process rights alleged by Quang Bui, the Alabama Disabilities Advocacy Program ("ADAP"), and the plaintiff class in the third cause of action in the fifth amended complaint, including, but not limited to, plaintiffs' allegations that:

- a. The ADOC failed to afford due process to those inmates who were subject to involuntary medication proceedings while in ADOC custody. (See Fifth Amended Complaint (doc. no. 805));

b. The ADOC's prior involuntary medication process "fell far short of what due process requires" (doc. no. 805, ¶ 4);

c. The ADOC and its mental health vendor allegedly maintained a "policy and practice of medicating mentally ill prisoners against their will without providing due process to determine whether the individuals can be forced to take medication" (doc. no. 0.24 15B0 58;

order will be construed as an admission by the ADOC, Commissioner Dunn, or Associate Commissioner Naglich of the violation of any law. To the contrary, ADOC, Commissioner Dunn, and Associate Commissioner Naglich deny every material allegation of the complaint, as amended, in this case and deny any liability to the

amended complaint or any subsequent evaluation by the court of any proposed remedial scheme.

6. Provision of Mental Health Records to ADAP.

- a. Starting on the fifth day of the second month after final approval of the Agreement, ADOC shall provide to ADAP a roster of all inmates who participated in an involuntary medication hearing, whether initial or renewal during the

four inmates whose mental health records shall
be produced by ADOC to ADAP. Within 14 days of
receipt of not

decision regarding their most recent involuntary medication proceedings;

(5) the documents containing the final decision upon any appeal from any of the four inmates regarding the prior month's involuntary medication proceedings; and

(6) any other documents provided to any of the four inmates by the Involuntary Medication Committee or regarding the prior month's involuntary medication hearings.

In addition to the foregoing, the ADOC will also produce for each of the four selected inmates the last seven months of their medical records included in the records tabbed as: Mental Health, IVM, Orders and Labs and the current Master Problem List.

b. ADAP may prepare and submit to ADOC a written, monthly report regarding ADOC's efforts to meet the requirements of the Agreement, specifically its efforts to comply with the revised AR 621. See Ex. 1. Any such report shall be limited to

ADOC's efforts to comply with the Agreement.

provision or provisions. ADOC will then have 30 days to provide written comments, objections, or remedial action plans in response to the monthly report. In the event of any disagreement among the parties related to any remedial actions, the parties will meet and confer within 10 days of ADOC's written response to attempt to resolve any such disagreement.

that such payment shall be made payable to "The Southern Poverty Law Center." The parties acknowledge and agree that the payments reflected in this paragraph constitute payment in full for any and all attorneys' fees and expenses claimed by Bui, ADAP and/or any other party to the litigation for the claims resolved herein. Excluding the payment of attorneys' fees and expenses provided herein and any attorneys' fees or expenses recoverable in any action to enforce the terms of the Agreement or this order, Bui, ADAP and their respective counsel voluntarily, completely and unconditionally waive any and all right to seek the recovery of any monies of any kind from any defendant in this action for any and all attorneys' fees and/or expenses incurred, charged and/or otherwise generated by counsel for the Plaintiff IVM Class after the date of the Agreement for the claims resolved herein. Moreover, nothing in the Agreement or this order requires ADOC to remit payment to any party for the recovery of attorneys' fees inconsistent with the limitations

imposed under the Prison Litigation Reform Act or the restrictions imposed within the United States District Court for the Middle District of Alabama.

8. Resolution of All Involuntary Medication Claims. In exchange for the promises, covenants, terms and conditions set forth in the parties' Agreement and described herein, the IVM Class, Bui and ADAP agreed that this order resolves any and all claims for prospective injunctive relief which were asserted in the "Third Cause of Action: Deprivation of Due Process Prior to Involuntarily Medicating Prisoners" of the fifth amended complaint (doc. no. 805) and/or which could have been raised in this action related to the process of involuntarily medicating any individual in the custody of the ADOC.

Services in her official capacity, the ADOC's agents, employees, representatives, vendors and/or contractors of any kind during the term of this Agreement. Furthermore, Bui shall not assert any substantive due process claims seeking prospective injunctive relief under the Fourteenth Amendment against the Alabama Department of Corrections, the ADOC Commissioner in his official capacity, the ADOC Associate Commissioner for Health Services in her official capacity, the ADOC's agents, employees, representatives, vendors and/or contractors of any kind during the term of the Agreement and this order.

and/or the Alabama Department of Corrections to compensate, pay or otherwise provide any monetary payment of any kind to any inmate formerly housed, currently housed or housed in the future in any correctional facility operated by or at the direction of the Alabama Department of Corrections. Moreover, nothing in this order creates any basis for any purported or actual class member to seek any financial recovery or monetary benefit of any kind from any defendant, the State of Alabama and/or the Alabama Department of Corrections.

11. No Appeal. All parties have waived all rights to seek any appeal from and/or appellate review of this order.

12. Court's Retention of Jurisdiction to Enforce the Order. Upon the entry of this order, the clerk of court for the United States District Court for the Middle District of Alabama is to administratively close

consistent with the normal procedures of the United States District Court for the Middle District of Alabama, but the court shall retain jurisdiction to enforce this order.

13. Expiration of Order. Unless otherwise agreed in writing by the parties or extended by order of the court or unless a motion to extend the term of this order is then pending, this order shall expire by its own terms at 12:00 p.m. (Central Daylight Savings Time) on September 6, 2019. In the event that any such pending motion identified above (as of September 6,

shall be dismissed without prejudice pending the outcome of mediation.

17. No Additional Employment Obligations. Nothing in the parties' Agreement or this order shall be construed in any way as creating any obligation of any kind upon any defendant, the State of Alabama or the Alabama Department of Corrections to hire, retain and/or employ any consultant, advisor, correctional officer, medical professional or other individuals of any kind. Nothing in this paragraph shall excuse or negate any obligation of the ADOC to comply with Administrative Regulation 621.

18. No Violation of any Other Applicable Orders. Nothing in this order is intended to create any obligation or requirement which would result in the violation of any other currently existing order entered by a court of competent jurisdiction.

DONE, this the 6th day of September, 2017.

/s/ Myron H. Thompson
UNITED STATES DISTRICT JUDGE