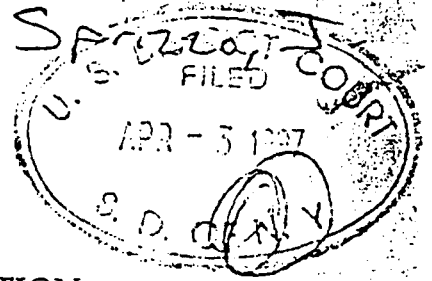




PC-NY-0007-0001

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



SALVADOR POU, et al.,

Plaintiffs,

STIPULATION
AND ORDER

-against-

THOMAS A. COUGHLIN III, Commissioner,
New York State Department of Correctional
Services, et al.,

94 Civ. 5831 (JES)

Defendants.

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WHEREAS plaintiff inmates SALVADOR POU, DIN# 90 D 0117, [REDACTED]; PEDRO CRUZ, DIN# 90 A 5283, [REDACTED]; ALONSO GREENE, DIN# 83 A 7761, [REDACTED]; HECTOR CLAUSSELL, DIN# 85 B 0790, [REDACTED]; NELSON GOMEZ, DIN 89-T-2226; [REDACTED]; ANDRE RAMPAL, DIN# 90 A 0293, [REDACTED]; LEROY BRUFF, DIN# 88 A 9545, [REDACTED]; and DAVID RODRIGUEZ, DIN# [REDACTED], commenced these actions by complaint dated August 11, 1994, alleging that defendants deprived them of their Eighth and Fourteenth Amendment right to be free of cruel and unusual punishment during the period August 1991 and April 1992, when plaintiffs were participants in a renovation project in the Sing Sing Correctional facility, and seeking declaratory and injunctive relief and compensatory and punitive damages; and

WHEREAS the parties wish to dispose of all remaining claims without a trial or further litigation, including any potential claim for attorney's fees and costs, and have negotiated, by their attorneys, in good faith for that purpose;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and

between the undersigned attorneys that:

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S. DISTRICT OF N.Y.

1. Nothing in this stipulation shall be construed as evidence or an admission of any wrongdoing on the part of any of the parties to this action.

2. This stipulation and order of settlement does not provide prospective injunctive relief in regard to the conditions of plaintiffs' confinement, and the parties agree that sections 802(a)(1) and (c)(1) of the Prison Litigation Reform Act are thus inapplicable to this settlement. The parties further stipulate that if plaintiffs' federal rights had been violated, the relief provided herein is narrowly drawn, extends no further than necessary to correct such violation, and would be the least intrusive means necessary to correct such violation.

3. Plaintiffs agree to withdraw all claims for attorneys' fees, costs and disbursements incurred in connection with this action, except as set forth below.

4. Defendants agree to pay for plaintiffs to be tested, within 60 days after receipt by counsel for defendants of a copy of this stipulation signed by the Court, to establish their current clinical status with regard to asbestos-related disease. The tests will be conducted at Mount Sinai-Irving J. Selikoff Center for Occupational and Environmental Medicine, 1 Gustave L. Levy Place, Box 1058, New York, N. Y. 10029, by physicians employed by that medical center.

5. Defendants agree to pay for plaintiffs to be tested by the physicians specified in paragraph 4 in the following sequence: five years after the tests in paragraph 4, ten years after the tests in paragraph 4, and then annually thereafter. The tests shall be those determined to be reasonably necessary for the detection of asbestos-related diseases by physicians experienced in the diagnosis and treatment of such diseases, and shall be consistent with contemporary medical standards. The tests, which will continue to be made available after plaintiffs are released from prison, may include physical examinations, blood and urine testing,

annual chest-x-rays, pulmonary function testing and any other examination or test deemed medically necessary for the detection of asbestos-related disease by the examining physicians on the basis of their clinical assessment.

6. Should any of the plaintiffs relocate to an area outside the New York City metropolitan area after their release from prison, defendants agree to pay for the tests described in the preceding paragraph to be conducted at a medical facility at the plaintiff's new location provided that said facility is selected by the physicians identified in paragraph 4, that the records of any prior testing be provided by the physicians identified in paragraph 4 to the physicians at the new facility, and that the medical personnel at the new facility confer with the physicians identified in paragraph 4 as to the appropriate tests to be performed.

7. Defendants agree to pay to plaintiffs and their counsel the amount of Fifty Thousand Two Hundred Ninety Dollars (\$50,290) in full settlement of all claims for damages for emotional distress arising out of the actions alleged in the complaints, and of all claims for attorneys' fees and costs relating to this action. In consideration of the payment of this sum, plaintiffs and their counsel, Prisoners' Legal Services of New York, for themselves, their heirs, executors, administrators, successors, and assigns, release the State of New York, the New York State Department of Correctional Services and its successors in interest, the named defendants and any and all present and former employees or agents of the New York State Department of Correctional Services, in their individual and official capacities, and their heirs, executors, administrators and assigns, from all claims for emotional distress arising out of the events alleged in the complaints, and for all claims for attorneys fees and costs related to these actions.

8. Payment of the amount specified in paragraph 7 shall be made as follows: One check, in the amount of Fifty Thousand Two Hundred Ninety Dollars (\$50,290) payable to Prisoners' Legal Services of New York, and mailed to Prisoners' Legal Services of New York, 105 Chambers Street, 2nd floor, New York, N.Y. 10007-1076, ATTN: Ferdinand Ubozoh, Esq. Prisoners' Legal Services shall arrange to have the appropriate sums paid to the inmate account (facility account) of each respective plaintiff inmate herein or paid to the plaintiff directly if said plaintiff is no longer incarcerated in a New York State Department of Correctional Services' facility.

9. Payment of the amount specified in paragraph 7 above will be made within ninety (90) days after the counsel for defendants receives a copy of this Stipulation and Order signed by the Court. If such sum shall not have been paid within said ninety (90) days, the amount specified in paragraph 7 above shall bear lawful interest until paid.

10. Prisoners' Legal Services will notify counsel for defendants in writing of the receipt of the payment specified in paragraphs 7 and 9 above within seven (7) days after receipt thereof.

11. No party hereto is an infant or incompetent person for whom a committee has been appointed, and no person not a party hereto has an interest in the subject matter of this action.

12. The damages claims in the complaint may be and hereby are dismissed without prejudice to the institution of a new action arising out of the events described in the complaints herein, by any plaintiff who is hereinafter diagnosed as suffering from an asbestos-related disease by a physician identified in paragraph 4 or 6 of this Stipulation and Order.

PRISONERS' LEGAL SERVICES
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So Ordered:

4-2-97

Dated: New York, New York
, 1997

[Signature]
U. S. J.
[Initials]