

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
NO. 5:25-ct-3307-D

PAMELA CHAMBERS,

Plaintiff,

v.

LESLIE DISMUKES, *et al.*,

Defendants.

Settlement Agreement and Release

This Settlement Agreement and Release ("Agreement") is between Plaintiff Pamela Chambers and the North Carolina Department of Adult Correction ("NCDAC") for itself and for the benefit of Defendants Dismukes and Amos ("Defendants") (NCDAC and Defendants are collectively referred to as the "Released Parties"), in full and final settlement of all claims, actions, and causes of action between them, as set forth below, and as brought by Plaintiff in the above-captioned case.

Background

- A. Plaintiff, who at all times relevant was an offender in the custody of NCDAC, filed the above-captioned case under 42 U.S.C. §1983, and other sections, demanding a policy change and claiming damages for violations of her rights.
- B. Released Parties denied all of Plaintiff's claims.
- C. To avoid further controversy, expense, and inconvenience, Plaintiff and Released Parties have agreed upon a full and final settlement of all matters at issue between them and desire the settlement be memorialized in this Agreement upon the following terms.

Terms

1. **Dismissal of Case.** Within 15 days of Defendants' execution of all terms enumerated herein and providing notification to Plaintiff's counsel, Plaintiff will file a signed Joint Stipulation of Dismissal

with Prejudice as to all of Plaintiff's claims against the Released Parties in the above-referenced case. All parties will bear their own attorneys' fees and costs.

2. **Joint Motion to Stay.** Within 10 days of the execution of this settlement agreement and release, the parties shall file a joint motion to stay all proceedings in this case that will remain in effect until Defendants execute all their responsibilities contained herein.
3. **Payment to Plaintiff.** Within 45 days after execution of this Agreement, NCDAC will pay Plaintiff the amount of \$3,900.00 by placing the funds directly into her prison trust account.
4. **Policy Change:** NCDAC agrees to implement the following statewide policy: "Comprehensive Health Services medical providers shall make determinations and recommendations regarding cataract surgery for one or both eyes based on the individual offender's medical necessity and clinical presentation. Every case must be evaluated independently, and no categorical or blanket limitations on authorizing cataract surgery for both eyes may be imposed. Providers retain clinical discretion and decisions must reflect the patient's specific medical needs, supported by appropriate documentation and consistent with community standards of care." The new policy will be published in the regular course of new policy, procedure, and guidance within 12 months of this Agreement being signed by all parties. It will be publicly available and appear on the internal website for health services, where nurse protocols, guidelines, and procedures are published internally.
5. **Job Placement:** Within 30 days of executing this agreement, NCDAC agrees to facilitate and expedite an evaluation with a health care provider for the purpose of reviewing Plaintiff's medical restrictions related to employment. Any updates to Plaintiff's medical restrictions will be documented accordingly. Within 60 days of executing this agreement, NCDAC agrees to review Plaintiff for available job placement opportunities, including but not limited to her preference of a test kitchen or agriculture placement. NCDAC will review available job opportunities Plaintiff may be eligible for after Plaintiff has reviewed medical restrictions with a health care provider, and NCDAC agrees to review any updates to Plaintiff's medical restrictions prior to making decisions on available job opportunities. Nothing herein requires NCDAC to place Plaintiff into a job that does not have any available openings. Further, nothing

herein requires NCDAC to bypass existing waiting lists for immediate placement in positions that Plaintiff may be eligible for, and placement into the position may be contingent on other security or operational considerations such as housing availability.

LSG
DS **5.1 Name Change:** NCDAC agrees to make every effort to reflect Plaintiff's legal name, Pamela Chambers, in its OPUS and remove the name "Chamblis." Appropriate documentation will be placed in other systems, such as the electronic health system, to ensure that files with Plaintiff's currently listed last name, Chamblis, are able to be connected to the updated name within the system. NCDAC's general counsel's office will provide a memo with the pertinent name information to IT, Combined Records, and the Medical Records Sections of NCDAC so that they can initiate the appropriate changes and ensure the memo and settlement are documented in NCDAC systems and that the reason for the change is clear. However, records that were already created (such as medical records, court documents, etc.) that NCDAC has in its systems from before the name change was made will likely still appear as "Chamblis." The name "Chamblis" will also likely need to remain as one of Plaintiff's listed aliases. NCDAC will ensure that any "Chamblis" records that remain in the systems will be connected to the new "Chambers" documents created.

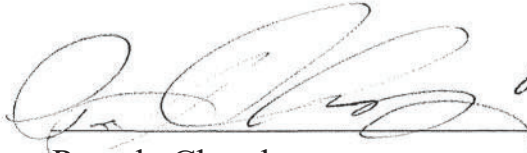
- 6. Release.** Upon execution of all Defendants' obligations in this Agreement and notification of Plaintiff's counsel, Plaintiff agrees to release, discharge, and waive any cause of action, known or unknown, including any administrative claim, or claim under State or Federal law, or other demand or proceeding of any kind against the Released Parties and all past or present agents and employees of NCDAC in their official or individual capacities, related to or arising from the facts as alleged in the above-referenced case.
- 7. No Admission of Liability.** Plaintiff and Released Parties understand and agree that this Agreement is a compromise settlement of disputed claims and is intended to terminate all claims and avoid further litigation. Settlement in this matter by Released Parties is not to be construed as an admission of any liability by any party. Each party to this agreement releases all other parties from all liability related to this case.

8. **Future Cooperation.** Plaintiff and Released Parties agree to cooperate to execute any reasonable and necessary supplementary documents, and to take all additional reasonable actions that may be necessary to give full force and effect to the terms of this Agreement within the spirit of this Agreement.
9. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties. All prior understandings, representations, and agreements are merged into this Agreement. This Agreement cannot be modified except in a writing signed by both parties.
10. **Severability.** If any nonmaterial part of this Agreement is held to be unenforceable, the rest of it remains fully enforceable.
11. **Reading of Agreement.** Plaintiff acknowledges that she has read this Agreement, fully understands its contents, consents to the settlement of the claim on the terms in this Agreement, and does so in reliance upon her own judgment, and not in reliance on any other representations or promises of NCDAC, its representatives, or attorneys, not expressly included in this Agreement.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original, but all of which constitute one and the same Agreement.
13. **Signatures.** A facsimile or pdf signature has the same effect as an original, wet signature.
14. **Effective Date.** This Agreement is effective on the date when all parties have signed it, as indicated by the last date in the signature blocks below.

[SIGNATURE PAGE TO FOLLOW]

For Plaintiff:

For Released Parties:

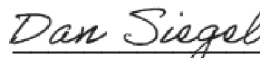
 08-10-2026

Pamela Chambers
Plaintiff (Date)

Orlando L. Rodriguez

Digitally signed by Orlando L. Rodriguez
Date: 2026.08.25 08:57:44 -04'00'

Orlando Rodriguez (Date)
General Counsel
N.C. Department of Adult Correction


Daniel K. Siegel 8.17.2026
Attorney for Plaintiff (Date)

 8.12.26

Laura S. Jenkins (Date)
Special Deputy Attorney General
N.C. Department of Justice
Attorney for Defendant