

Consent Decrees

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

CASE Nos. 72-109-Civ-J-S
72-94-Civ-J-S

MICHAEL V. COSTELLO, et al.,
Plaintiffs,

v.

LOUIE L. WAINWRIGHT, et al.,
Defendants.

UNITED STATES OF AMERICA,
Amicus Curiae.

Costello v. Wainwright



PC-FL-001-002

CONSENT ORDER AND JUDGMENT

This cause having been heard pursuant to Rule 23(e), Federal Rules of Civil Procedure, upon the Settlement Agreement and Stipulation of Dismissal entered into by the parties, and the Court being advised in the premises through hearing, statements of counsel, and written statements of members of the class of Plaintiffs, the Court makes the following findings:

1. Notice to class members was distributed by posting the Notice attached as Appendix D to the Settlement Agreement in all housing areas under the jurisdiction of the Defendant. Notice was also provided by counsel for Plaintiffs visiting several institutions to meet with inmates and to answer questions regarding the proposed Settlement. The Court finds that the Notice which was given is reasonable and adequate under Rule 23(e).

2. This case began by complaint filed February 11, 1972, which was amended on January 2, 1973, and again on April 24, 1973. The second amended complaint alleges in paragraphs 12, 13, 14, 15, and 16, that the entire prison system is so severely overcrowded as to cause substantial harm to inmates in violation of the Eighth Amendment prohibition against cruel and unusual punishment. The complaint further alleges that

inmates do not receive minimally adequate medical care in alleged violation of the Eighth Amendment.

3. On May 22, 1975, the Court entered a preliminary injunction with respect to the claim of "overcrowding." An appeal was taken from that order, and a panel of the Fifth Circuit Court of Appeals affirmed the Court. Subsequently rehearing en banc was granted by the Fifth Circuit, and the preliminary injunction was reversed on the grounds that the injunction was one required to be issued by a three-judge court. In the spring of 1977, however, the United States Supreme Court reversed the en banc opinion of the Fifth Circuit Court of Appeals on the three-judge court issue, thereby reinstating the earlier decision by a panel of the Fifth Circuit affirming the preliminary injunction.

4. Upon entry of the preliminary injunction, state officials responded in the summer of 1975 by conducting a comprehensive space utilization survey of all prison facilities. As a result of the space survey, management standards were established for the "Design" and "Maximum" capacities of institutions.

5. Since 1972 when this litigation began, substantial changes have occurred in the Florida prison system. The number of inmates has increased from 10,000 to 20,000. The number of major institutions has also increased to 24.

6. In the seven years since this litigation began, the Legislature of the State of Florida has provided very substantial increases in funding of the prison system. Two significant indicia of substantial and real improvement can be illustrated by a comparison of funding for operation of the prison system in 1972 compared to funding for FY 1980-81. In 1972-73, the prison system was allocated \$35,935,680 for operations. By 1980-81, pursuant to adoption of the biennial budget, this will increase to \$151,446,672, an increase which more than accounts for increases in population and inflation. Moreover, the Legislature of the State of Florida has, since 1972, appropriated roughly \$141,000,000 to construct new prisons in Florida. These good faith improvements cannot be ignored.

7. The Court has not been aware of the immensity of the problems facing Defendant and the State during the unprecedented growth in inmate population from 1972 to 1977, nor of the seriousness of the responsibilities of the State to provide constitutionally adequate shelter and care for those persons committed to the custody of correctional officials. While the constitution guards against any condition that denies a human being the essentials of life, the Court also recognizes that the administration of Florida's prison system is first and foremost the responsibility of the Defendant, the Governor, and the Legislature of Florida. It is with this recognition that the Court is especially gratified by the spirit of good faith cooperation that has been demonstrated by the parties in reaching this Settlement Agreement.

8. The Court finds the terms and provisions of the Settlement Agreement and Stipulation of Dismissal to be reasonable, fair, and approves the same.

It is therefore,

ORDERED AND ADJUDGED

1. The Settlement Agreement and Stipulation of Dismissal are approved.

2. Pursuant to the Settlement Agreement and Stipulation of Dismissal, all claims herein with respect to "overcrowding," and in particular, paragraphs 12, 13, 14, 15, and 16, and paragraph 1 of the prayer for relief, all of the second amended complaint are dismissed with prejudice.

3. The parties shall comply with the terms of the Settlement Agreement, which does not include Section V of the Settlement Agreement, and the Settlement Agreement terms are incorporated herein by reference.

4. Beginning on July 15th, 1980, and on July 15th of each year thereafter, until July 15, 1985, the Defendant or his successor shall file with the Court a report of:

1. Design and Maximum Capacities available for occupancy on July 1st.

2. System Maximum Capacity on July 1st.
3. Changes to capacities since the last report.
4. Actual population on July 1st.

5. Upon motion of either party, or upon petition of any member of the class of Plaintiffs, the Court may at any time hold further hearings to determine compliance with this Consent Order and Judgment and with the Settlement Agreement, and may enter such other orders as may be necessary and within the Court's jurisdiction to enforce the provisions of this Order and the Agreement.

DONE AND ORDERED this ____ day of _____, 1979.

UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

CASE Nos. 72-109-Civ-J-S
72-94-Civ-J-S

MICHAEL V. COSTELLO, et al.,

Plaintiffs,

vs.

LOUIE L. WAINWRIGHT, et al.,

Defendants.

UNITED STATES OF AMERICA,

Amicus Curiae.

STIPULATION OF DISMISSAL PURSUANT TO RULE 41

The Plaintiffs and Defendant, by their respective counsel, stipulate and agree to the following, subject to approval of the Court after notice and an opportunity to be heard to be accorded to all class members pursuant to Rule 23(e), Federal Rules of Civil Procedure:

1. Final Consent Order and Judgment. Findings of fact and conclusions of law are waived by the parties. The parties consent to the entry by the Court of a final Consent Order and Judgment containing the provisions of the Settlement Agreement and in the form provided in Appendix B to the Settlement Agreement.

2. Dismissal of claims. All claims asserted with respect to the claim of "overcrowding," and in particular paragraphs 12, 13, 14, 15, and 16 of the Second Amended Complaint, including paragraph 1 of the prayer for relief, are hereby dismissed with prejudice upon approval by the Court of the Settlement Agreement, and the parties consent to entry by the Court of an Order dismissing these claims.

APPENDIX C

3. The Settlement Agreement and this Stipulation do not admit or establish constitutional standards. The parties expressly agree that this Stipulation and the Settlement Agreement are not admissions of constitutional violations, nor do they establish constitutional minimum standards with respect to the claim of "overcrowding." The parties have entered into these agreements solely as a means to put a reasonable end to the controversy, to avoid the costs, time, and risks which litigation would involve for both parties, and these agreements should not be construed in any manner as establishing constitutional standards, minimums, or thresholds of constitutional harm to Plaintiffs. Neither the Agreement nor the Stipulation nor the Judgment that may follow from this Stipulation or the Agreement, nor anything contained herein or therein, shall constitute or be construed as evidence or an admission or adjudication with respect to any allegation in the complaint or any fact or conclusion of law with respect to any matter alleged in or arising out of the complaint or of by wrongdoing or misconduct on the part of the Defendant, the Department, or its agents.

4. Release. Plaintiffs hereby release Defendant, the Department of Corrections, and any present or former employee or agent of the Department of Corrections from all claims, demands, actions, causes of action, federal, state, administrative, or otherwise, based upon allegations of harm caused by "overcrowding" in the entire prison system, an institution, or a facility, occurring at any time prior to approval of this Agreement by the Court. Release shall not apply to claims based upon allegations other than "overcrowding."


5. Agreement not to appeal. The parties each agree not to appeal the Consent Order and Judgment which is attached as Appendix B to the Settlement Agreement upon entry of such Order by the Court.

6. This Stipulation will be effective upon approval by the Court. This Stipulation shall not be effective until finally approved by the Court under the provisions of Rule 23(e).

Federal Rules of Civil Procedure. Should the Court disapprove any portion of this Stipulation, or should the Court determine not to enter the agreed Consent Order and Judgment, then the obligations under this Stipulation shall terminate, this Stipulation shall be void, and no portion of it shall be used against or prejudice either party in future portions of this or any other action.


The foregoing Stipulation was entered into this 23 day of October, 1979.

FOR THE PLAINTIFFS



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DEFENDANT




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