

Consent Decrees

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CLERK, U. S. DISTRICT COURT  
DISTRICT OF HAWAII

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

AGNES SPEAR, et al.,

Plaintiffs

v.

GEORGE ARIYOSHI, et al.

Defendants

Civil No. 84-1104

CONSENT DECREE

Spear v. Waihee



PC-HI-0001-0010

By agreement of the parties, the following consent decree shall be submitted for approval by the Court to resolve the issues being litigated in CA No. 84-1104 and the cases consolidated therein by the Court. The parties herein now waive hearing and agree to the provisions contained herein as follows:

I. GENERAL PROVISIONS

A. This agreement is entered into to resolve an existing dispute between plaintiffs, individually and those similarly situated as defined below, and the defendants concerning appropriate conditions in and policies, procedures and practices necessary to operate the Oahu Community Correctional Center (OCCC) and the Hawaii Women's Correctional Facility (HWCF) in a manner which will satisfy federal constitutional standards. This agreement satisfies and resolves the claims of the class of plaintiffs, excepting only any attorneys' fees and costs of plaintiffs' counsel. Defendants reserve the right to contest any application made by plaintiffs for fees and costs.

B. Defendants do not admit nor is there any finding that any constitutional rights of plaintiffs have been violated.

C. The plaintiffs brought this suit as a class action seeking to represent members of the class for purposes of securing declaratory and injunctive relief. For purposes of this agreement, the class shall be those persons which the court has previously identified and certified as members of the class pursuant to its order dated September 26, 1984. The class includes those inmates

who are confined at the Oahu Community Correctional Center (OCCC) and the Hawaii Women's Correctional Facility (HWCF), or who may be so confined in the future.

D. The defendants agree to operate all institutions housing class members in a manner consistent with the terms of this agreement, and the Constitution of the United States. This agreement in no way constitutes an adjudication or finding of any present or past unlawful practice by the defendants, it being fully understood that the defendants unequivocally deny that any such acts or practices exist or have occurred. The parties have entered into this Decree solely as a means to put a reasonable end to the controversy and to avoid the costs, time and risks which litigation would involve for both parties.

E. Defendants and plaintiffs shall agree upon a panel of experts for each of the substantive areas covered in this Decree. Each panel shall consist of a representative of the Division of Corrections, and two experts who are designated by the parties. The panel shall study the issues and develop specific implementation plans for the various substantive areas set forth in Sections III, IV, and V of this Decree within the periods of time and pursuant to the guidelines and principles as stated herein.

F. The implementation plans shall contain objectives, timetables, and mechanisms for action. In the event of a dispute amongst the panel members, the disputed issues shall be presented to a mediator for resolution. The parties have agreed upon Allen Breed as the mediator. The parties shall be given notice of any issue

submitted to the mediator. Upon completion the plans shall be submitted to the parties for their review and to the Court for approval and incorporation into the Decree. Any objections to completed plans by either party shall be submitted to the Court for resolution within thirty (30) days after their receipt.

G. Beginning April 1, 1986, the panels shall conduct semi-annual inspections and prepare reports indicating the state of defendants' compliance with the provisions of the respective plans which reports shall be provided to the Court and the parties. These inspections shall continue until December 1, 1988 unless a particular panel shall have certified that the defendants have achieved full compliance in their particular substantive area for one year.

H. The parties further agree that any dispute between panel members or the parties concerning implementation or compliance issues shall first be submitted to the mediator for resolution. These issues shall be submitted to the Court only if they have not been resolved by the mediator.

I. The Court shall retain jurisdiction in this case until all plans incorporated herein are fully implemented and satisfactory and sustained compliance has been demonstrated by defendants in all substantive areas. At such time the defendants may move the Court for abrogation of this Decree in whole or in part. Nothing stated herein shall prevent plaintiffs from moving the Court for additional or further relief upon a claim of non-compliance.

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J. Until the Court relinquishes jurisdiction in this case Counsel for plaintiffs shall have access to and shall receive copies of documents which effectuate the implementation of this Decree. Counsel for plaintiffs shall have access to all plaintiffs at reasonable times and under reasonable circumstances. Plaintiffs' counsel shall have access to all staff and institutions, upon reasonable notice to defendants' counsel. Defendants' counsel may be present at any meetings between plaintiffs' counsel and defendants' staff.

K. Defendants shall immediately explain the terms of this Decree to all of their agents, servants, representatives, and employees, including institutional staff, correctional officers and other personnel, in order to assure their understanding of the requirements of this Decree and the necessity for strict compliance therewith. Defendants shall require strict compliance with this Decree by said persons. Defendants shall require continued training of all staff regarding this Decree.

L. Members of the plaintiff class agree not to engage in any acts which would result in non-compliance with any terms of this Consent Decree through no fault of the defendants. Members of the plaintiff class will assist the defendants in maintaining public property in the best condition possible by not damaging or destroying public property in the institutions.

M. Notice to the plaintiff class shall be provided in accordance with the notice provisions approved by the Court and appended hereto.

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N. By entering into this Decree, plaintiffs and members of the plaintiff class are not waiving any rights to pursue individual claims for declaratory, injunctive, and/or monetary relief. The only claims against defendants settled herein are claims for injunctive relief of a general nature as detailed in the complaint filed in this case and which are applicable to more than the individual circumstances of a particular plaintiff class member.

O. Unless specific provision for extension is otherwise made in this Decree, any timetable proposed in this Decree may be subject to extension by the Court upon a showing of reasonable grounds for such extension by the defendants so long as the need for delay is not caused by the neglect or dereliction or actions of defendants. Plaintiffs reserve the right to object in good faith, and to oppose any requests for extension of time by the defendants.

P. The parties agree that nothing in this Decree is intended to prevent defendants from implementing new programs or changes in physical conditions which benefit plaintiffs; nor is the Decree intended to, and it shall not, have the effect of decreasing or abrogating the rights, programs or conditions which existed prior to this Decree pursuant to defendants' policies, procedures or other lawsuit settlements; nor shall it abrogate any substantive rights or procedural protection plaintiffs may now have or hereafter acquire under state or federal statutes. The defendants shall carry out every provision of this Decree in good faith.

## II. POPULATION

### OCCC

A. The defendants agree to reduce the population of the Oahu Community Correctional Center (OCCC) to a number no greater than 1018 by December 15, 1987, the date presently scheduled for the completion and occupancy of the Halawa Medium Security Facility (HMSF). For purposes of this paragraph, OCCC shall include all of the housing units set forth in paragraph B below. The maximum population of 1018 shall not be exceeded after this date. The maximum population figures for OCCC are derived from a study commissioned by defendants and completed in 1983 by Dr. Allen Ault (incorporated herein by reference). Increases from the original Ault figures are as a result of additional housing construction at OCCC since 1983, and the parties agree that revision of the maximum population level as a result of any future construction at OCCC shall be made consistent with the criteria set out by Dr. Ault or otherwise by agreement of the parties.

B. The defendants agree that the following maximum population figures for the following respective housing areas shall not be exceeded on or after December 15, 1987:

1) Old cellblock (Block A): 226

Dormitories in Block A shall house no more than the following numbers of inmates:

Dormitory 1 - 21

Dormitory 2 - 21

Dormitory 4 - 21

Dormitory 5 - 21

- Dormitory 3 - 23
- Dormitory 6 - 23
- Dormitory 7 - 15
- Dormitory 8 - 23
- 2) Old Administration Building (Block B): 73
- 3) Keehi Annex - 84
- 4) Panabode - 32
- 5) Laumaka - 15
- 6) Holding Unit - 36
- 7) Module 1 - 48
- Module 2 - 48
- Module 3 - 60
- Module 4 - 60
- Module 7 - 24
- Module 8 - 24
- Module 11 - 48
- Module 13 - 48
- Module 17 - 48
- Module 18 - 72
- Module 19 - 72

C. The following housing provisions shall take effect at the times set forth herein and shall not be abrogated in the future.

- 1) Effective immediately, except under extraordinary circumstances, inmates in the module areas may be multiple celled only if they are confined to their cells for no more than ten (10) hours a day.



2) As of September 15, 1985:

- a) no inmate shall be required to sleep on a mattress on the floor due to lack of space for a bunk in Block A.
- b) as a general rule, no mentally ill or disturbed inmate shall be housed in Block A or the Holding Unit until the panel created under section III herein has completed its plan.

3) No later than December 15, 1987 shall:

- a) any inmate be multiple-celled in Block A or the Holding Unit.
- b) any inmate classified as administrative or management segregation, disciplinary segregation or protective custody be housed other than in single cells.
- c) any inmate be required to sleep on a mattress on the floor due to lack of space for a bunk in any housing unit.
- d) any more than two (2) inmates be housed in any single room in the module areas.

4) Notwithstanding any of the foregoing any two inmates may elect voluntarily to be double-celled.

D. By October 1, 1985, the population at OCCC shall not exceed 1270.

E. The defendants agree that no dormitory or corridor unit in Block A shall be used for inmate housing after August 1, 1988 unless such housing unit therein is renovated and brought into compliance with all relevant environmental standards of the

American Correctional Association (Standards for Adult Correctional Institutions) and the American Public Health Association (Standards for Health Services in Correctional Institutions).

HWCF

E. The defendants agree that the maximum population figures for the respective housing areas at HWCF shall be determined by the Corrections panel designated in paragraph V(A) below on or before October 1, 1985 and the population limits as determined by the panel shall become effective on or before December 15, 1985. The housing areas referred to herein are Hookipa Cottage, Maluhia Cottage, and Interim Facility.

F. The Detention Unit at HWCF in its present configuration shall no longer be used for the housing of inmates as of July 1, 1985 except for limited use as "time-out" housing for no more than 48 hours. In addition, the continued use of this Unit for such purpose shall be reviewed and finally determined by the Medical and Corrections panels established in this Decree by October 1, 1985.

G. The maximum population figures set forth in this Section shall be effectuated through, but not limited to, a combination of the following measures:

1) Transfer of inmates to other institutions; 2) a review of the sentenced population by the Hawaii Paroling Authority to determine the appropriateness of parole in individual cases; 3) a review by the Circuit Court of the

non-sentenced population to determine the appropriateness of present bail levels; and 4) a review of furlough eligibility by the Corrections Division for all appropriate inmates. The reduction of the OCCC population by the agencies described herein shall be coordinated by the Governor's Task Force on Prison Overcrowding and the defendants shall make a good faith effort to continually reduce the population between October 1, 1985 and December 15, 1987. It is understood and agreed by parties that no inmate will be released prior to the expiration of his or her sentence if it is determined that he or she represents a danger to society.

### III. MEDICAL AND MENTAL HEALTH SERVICES

A. A medical/mental health panel is hereby created and shall consist of one representative from the Division of Corrections and Ronald Shansky, M.D., and Armond Start, M.D. The panel in consultation with selected representatives of the Hawaii Medical Association, the Hawaii Psychiatric Society, and the Hawaii Psychological Association, shall evaluate medical and mental health needs at OCCC and HWCF. The panel shall develop a specific plan to address those needs and to ensure adequacy in, inter alia, the following areas: physician, dental, mental health and nursing coverage; emergency care; training of medical staff and correctional officer staff as to medical and mental health related areas; development of policies, procedures and protocols; medication distribution and pharmacy services; dental coverage; medical and mental health admission screening; provision of physical examinations; provision of special therapeutic diets and coverage by a dietician; medical records and sufficient records personnel; housing, assessment, and treatment of mentally disturbed

and suicidal inmates; and a sick call system and follow-up procedures to ensure routine access to medical care. The plan shall be completed by October 1, 1985 and shall be fully implemented by August 1, 1986.

#### IV. FOOD SERVICES AND ENVIRONMENTAL HEALTH AND SAFETY

A. A food services and environmental health panel is hereby created and shall consist of one representative of the Division of Corrections and Ward Duel and Jerrold Michael. The panel shall evaluate food services operations at OCCC and HWCF and develop a specific plan in order to address and ensure adequacy in, inter alia, the following areas: staff and inmate worker training in the food service area; staff supervision; food storage, transportation and preparation; dishwashing procedures and maintenance of safe temperatures; record keeping and written policies and procedures; the proper feeding of inmates in all satellite feeding operations; and appropriate upkeep and cleaning of equipment and facilities. The plan shall also provide for regular inspections by appropriate state authorities and for daily inspections by the food service staff at the prisons.

B. The panel shall also develop a specific plan to address and ensure adequacy at OCCC and HWCF in all aspects of the following environmental health and safety areas: ventilation, lighting, plumbing and sanitary facilities, electrical, fire safety, general sanitation, vermin control, bedding, laundry and general preventative institutional maintenance. The plan shall also

provide for regular inspections by appropriate state and local authorities as well as by maintenance personnel.

C. The food service and environmental plans shall be completed by October 1, 1985 and shall be fully implemented by August 1, 1986.

D. The panel, in developing the aforementioned plans, shall be guided by the relevant standards of the ACA, the APHA and the National Fire Protection Association.

V. CORRECTIONS

A. A corrections panel is hereby created and shall consist of one representative from the Division of Corrections and Patrick McManus and Jerry Enomoto. The panel shall evaluate correctional services at OCCC and HWCF. The panel shall develop a specific plan to address needs and ensure adequacy in, inter alia, the following areas: security staffing and training, classification and inmate activity. In addition, the defendants agree that the hours for inmate recreation shall hereafter be no less than what is provided under the current schedule, a copy of which is appended hereto.


B. The plan shall be completed by October 1, 1985 and shall be fully implemented by August 1, 1986.


C. The panel, in developing their plan, shall be guided by the relevant standards of the ACA.

VI. MODIFICATION

This consent decree shall be approved by the Court with the provision that the Court has the power to modify the Decree upon proper motion for modification by one or both of the parties or their successors and after notice and hearing before the Court.

Agreed to this 12 day of June, 1985.

  
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JAMES H. DANNENBERG  
Deputy Attorney General

  
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MARY E. McCLYMONT  
ALVIN J. BRONSTEIN  
National Prison Project of the  
American Civil Liberties  
Union Foundation, Inc.

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MARK S. DAVIS  
PAMELA J. BERMAN  
ERIC A. SEITZ  
DANIEL R. FOLEY  
Counsel for ACLU of Hawaii  
Foundation

Counsel for Plaintiffs

APPROVED AND SO ORDERED:

  
\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

AGNES SPEAR, et al., individually and on behalf of all other persons similarly situated, Plaintiffs, vs. GEORGE ARIYOSHI, et al., Defendants - Civil No. 84-1104 - STIPULATION OF PARTIAL SETTLEMENT AND ORDER.

CARD COMMUNITY CORRECTIONAL CENTER

(Rev. 6/3/85)

RECREATION HALL SCHEDULE

\*Mod 7 in courtyard Mon - Fri. 11 - 12

\*\*Mod 8 in courtyard Mon - Fri. 12 - 1

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	
8:15am to 9:15am	X	Dorm 2 Dorm 3	Corr. B Corr. D Dorm 5	Dorm 4 Dorm 6	Corr. A Dorm 1	Dorm 2 Dorm 3	X	
10:00am to 11:00 N		Corr. C	Corr. C	Corr. C	Corr. C	Corr. C		
12:15pm to 1:15pm		Dorm 4 Dorm 6	Corr. A Dorm 1	Dorm 2 Dorm 3	Corr. B Corr. D Dorm 5	Dorm 4 Dorm 6		X
2:10pm to 3:00pm		Module 7 * Module 8 **	Dorm 8	Dorm 8	Dorm 8	Dorm 8		
3:30pm to 4:30pm	Church Service 5:00pm-6:00pm	Corr. B Corr. D Dorm 5	Dorm 4 Dorm 6	Corr. B Corr. D Dorm 5	Dorm 4 Dorm 6	Corr. B Corr. D Dorm 5	Dorm 7	
	A-Block Movie							
4:30pm to 5:30pm	Alternate Floors Every other week	Dorm 7 Corr. A Dorm 1	Dorm 2 Dorm 3	Dorm 7 Corr. A Dorm 1	Dorm 2 Dorm 3	Dorm 7 Corr. A	Block B movies 2nd/4th week 1st/3rd week	

RECREATION FIELD SCHEDULE

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
10:30 am to 12:00 am	Module 11 Module 13 Module 18	Module 4 Module 19	Module 1 Module 2 Module 3	Module 11 Module 13 Module 18	Module 4 Module 19
12:30 noon to 1:00 pm	Module 4 Module 19	Module 11 Module 13 Module 18	Module 4 Module 19	Module 1 Module 2 Module 3	Module 1 Module 2 Module 3
1:10 pm to 2:10 pm	B Block Module 17	Module 1 Module 2 Module 3	B-Block Module 17	B-Block Module 17	Module 11 Module 13 Module 18
2:00 pm to 3:00 pm	Module 1 Module 2 Module 3	B-Block Module 17	Module 11 Module 13 Module 18	Module 4 Module 19	B-Block Module 17
3:30 pm to 4:00 pm	Annex	Annex	Annex	Annex	Annex



DEPARTMENT OF SOCIAL SERVICES AND HOUSING  
CORRECTIONS DIVISION

OAHU COMMUNITY CORRECTIONAL CENTER

MEMORANDUM

Date June 3, 1985.

TO All Concerned

FROM Deanna Espinas  
Deanna Espinas, ASSA

SUBJECT Revised Recreation Schedule  
Effective JUNE 3, 1985.

Attached is the revised schedule for Recreation Field, Recreation Hall, and Courtyard. Please note that only the Recreation Unit has authority to cancel the field or hall activity. They will contact Central Control to inform them of any cancellation. Reports of recreational activities and cancellations will be submitted to OCA via ASSA.

We would appreciate your assistance in this matter.

Submitted by:

Marcus Dacanay  
Marcus Dacanay, Recreation Unit

Noted:

Fred Ragasa 6/4/85  
Fred Ragasa, CS Date

Noted:

Miles Murakami JUN 3 1985  
Miles Murakami, APCA Date

Approved:

Edwin T. Shimoda 6/3/85  
Edwin T. Shimoda, OCA Date