

Consent Decrees

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION

GILLESPIE, LEESON & CONNETT

CHRISTOPHER EPPS, et al.,)
)
 Plaintiffs,)
)
 v.) Civil No. A-C-86-162
)
 JAMES G. MARTIN, et al.,)
)
 Defendants.)

SETTLEMENT AGREEMENT

This agreement entered into on the _____ day of _____, 1987 between Christopher Epps and Gregory D. Galphin, individually and as representatives of a class of persons consisting of all persons who are now or who will be in the future inmates of Craggy Prison in Asheville, N.C., (sometimes hereinafter referred to as "plaintiffs") and the defendants, James G. Martin, Governor of the State of North Carolina; Aaron Johnson, Secretary of the North Carolina Department of Correction; and John Patseavouras, Director of the Division of Prisons (sometimes hereinafter referred to as "defendants"); all of whom were named as defendants solely in their official capacities and who are signing this agreement in their official capacities and not as individuals. Defendants' successors in office may be substituted as parties as appropriate under Rule 25(d) of the Federal Rules of Civil Procedure.

WHEREAS, the parties are currently engaged in litigation over the constitutionality of conditions at Craggy Prison in

Epps v. Martin



PC-NC-0002-0001

Asheville, N.C., and

WHEREAS, prior to the institution of this litigation, the North Carolina General Assembly was considering legislation to replace Craggy Prison, and enacted subsequent to the institution of this litigation such legislation, and thereafter enacted additional legislation to accelerate that process, and

WHEREAS, the construction of a new prison obviates the necessity of making widespread, permanent improvements to Craggy Prison,

IT IS THEREFORE AGREED that in consideration of the mutual promises contained herein:

1. Scope of the agreement. This agreement resolves all matters in dispute arising out of the civil action currently pending in the United States District Court for the Western District of North Carolina entitled "Christopher Epps, et al. v. James G. Martin, et al.", Civil Action No. A-C-86-162 (hereinafter referred to as Epps v. Martin).

2. Requirement of court approval. It is a condition precedent to the performance of this agreement that it be approved by an order in Epps v. Martin by a judge of the said court, it being recognized that this agreement represents a compromise settlement of a class action and that it is therefore subject to the provisions of Rule 23(e), F.R.Civ.P.

3. Reduction of population. No later than 30 days after court approval of this agreement, the defendants will reduce the inmate population at Craggy Prison to 119, and the inmate population at Craggy Prison will not exceed that number for the

duration of the time that the existing housing building is utilized for housing prison inmates. This population capacity is based on the assumption that all current sleeping areas of Craggy Prison remain available for use.

4. Elimination of triple bunking. Triple bunking at Craggy Prison will be eliminated no later than 30 days after court approval of this agreement.

5. Medical services. The defendants will maintain a contract with a registered nurse to work a minimum of 30 hours per week at Craggy Prison during the period of time that inmates are housed at Craggy Prison. Sick call will be conducted by the registered nurse. In the absence of the registered nurse, the Correctional Health Assistant II will conduct sick call at the prison. The physician providing health care services to Craggy Prison will review and sign all chart entries made by the Correctional Health Assistant during sick call at the prison and will review and sign a sample of at least 10% of the chart entries made by the registered nurse.

6. Special Diets. Special diets will be provided for inmates consistent with medical instructions. Such diets shall be prescribed by attending physicians, physician's assistants or dentists and the service of the special diets shall be reviewed by medical and dietary staff on a regular basis.

7. Mental health services. The defendants have requested funding from the North Carolina General Assembly in the Department of Correction's expansion budget to employ an additional full-time psychologist to be assigned to the Western

Area of the Division of Prisons, which includes Craggy Prison, for the purpose of providing additional clinical services to inmates in the mental health case load.

8. Fire prevention and evacuation. No later than 30 days after court approval of this agreement, the defendants will implement a fire response and evacuation plan which includes the following: (a) installation of smoke detectors in all spaces in which inmates are housed for sleeping; (b) fire drills held no less frequently than monthly, with some drills occurring after lock-down but before lights-out so that inmates are actually evacuated from their sleeping quarters to the area to which they would go in the event of fire; and (c) institution of procedures such that all inmates can be evacuated from the housing areas of the prison to the outdoors at all times of the day or night.

9. CPR training. The defendants will, no later than 30 days after court approval of this agreement, ensure that at least one correctional officer on every shift at the prison has been trained in and is currently certified in the administration of cardio-pulmonary resuscitation.

10. Kitchen Sanitation. The defendants will, no later than 30 days after court approval of this agreement, implement and maintain a standard operating procedure for maintaining the sanitation and cleanliness of the dining hall, kitchen and food storage areas, and for ensuring the appropriate refrigeration, food service line and dishwashing temperatures.

11. Cessation of use of Craggy Prison. The defendants will not house inmates at the existing Craggy housing building after

the replacement prison is occupied.

12. Ventilation and heating. No later than 30 days after court approval of this agreement, the defendants will commence renovations to upgrade the heating and ventilation systems at Craggy Prison. This will include the addition of heating units, ceiling fans and exhaust fans. These renovations are designed to ensure even distribution of heat and ventilation.

13. Library. The defendants will, not later than 30 days after court approval of this agreement, increase the number of books in the Craggy Prison recreational library to 4,000 volumes.

14. Availability of clean clothing. Beginning no later than 30 days after court approval of this agreement, the defendants will ensure that each inmate housed at Craggy Prison will be issued clean clothing for both outer and underwear at least two times per week. The laundry schedule will ensure that each inmate has available seven clean sets of socks and underwear and three clean sets of outer clothing per week.

15. Blankets and mattresses. On or about July 23, 1987, the defendants replaced all mattresses then in use at Craggy Prison with new mattresses and issued a South Piedmont style blanket for each inmate at Craggy Prison. Mattress covers and blankets will be cleaned when assigned to a different inmate.

16. Window and door screens. No later than 30 days after court approval of this agreement, the defendants will equip all windows and doors of the housing building connecting to the outside with screens of 16 x 18 gauge mesh or finer and will

promptly repair all damage occurring to such screens.

17. Disciplinary Actions. Class members shall be subject to disciplinary actions as provided by Department of Correction rules and regulations for intentional acts which damage the physical and personal property of Craggy Prison, including but not limited to, damage to screens, plumbing, clothing, bedding materials, kitchen equipment and cleaning equipment. Class members shall be subject to disciplinary actions as provided by Department of Correction rules and regulations for intentional acts which interfere with the defendants' implementation and compliance with the terms of this agreement.

18. Enforcement. This agreement may be enforced in the United States District Court for the Western District, Asheville Division, or in the appropriate state court.

19. Dismissal of pending civil action. Upon the execution of this agreement and upon its approval by the United States District Court, the pending civil action of Epps v. Martin will be dismissed without prejudice. The action will be dismissed with prejudice upon the closing of Craggy Prison for the housing of prison inmates if there are no pending claims of non-compliance with the Settlement Agreement.

20. Reports. The defendants will notify the plaintiffs as each paragraph of this Settlement Agreement is accomplished and, until this action is dismissed with prejudice, will provide plaintiffs' attorneys and their experts and consultants with reasonable access to the facility and to relevant records of the Department of Correction for the limited purpose of verifying

performance of the agreement. Defendants will provide plaintiff's counsel with quarterly reports on the number of inmates housed at Craggy, commencing 30 days after court approval of this agreement.

21. Attorney fees. The defendants agree to pay reasonable attorneys fees and costs to plaintiffs' counsel pursuant to 42 U.S.C. § 1988, for expenses incurred in this litigation and in reaching this settlement agreement, and for services to be rendered in verifying performance of the agreement. If the parties are unable to reach an agreement about the amount of attorneys' fees and costs, they may petition the U. S. District Court for the Western District of North Carolina for a determination of the amount of such fees and costs. All parties agree to bear their own costs involved in the implementation of this agreement, provided that, should plaintiffs institute a proceeding alleging defendants' failure to perform this agreement, and should plaintiffs be judged prevailing parties pursuant to 42 U.S.C. § 1988 in connection with such proceeding, defendants will pay additional reasonable attorneys fees and costs incurred in such proceedings.

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Approved:

David B. Sentelle
United States District Judge

_____, 1987