

5 Fed.Appx. 45
This case was not selected for publication in the
Federal Reporter.
United States Court of Appeals,
Second Circuit.

Julius BRYANT, Plaintiff-Appellant,
v.
Thomas A. COUGHLIN, III, Commissioner,
Department of Corrections, et al., Defendants-
Appellees.
Julius BRYANT, Plaintiff-Appellant,
v.
Christopher ARTUZ, Superintendent of Green
Haven Correctional Facility, et al., Defendants-
Appellees.

Nos. 00-0020, 00-0054. | March 9, 2001.

*45 Appeal from the United States District Court for the
Southern District of New York, Thomas P. Griesa, Chief
Judge.

Attorneys and Law Firms

Julius Bryant, Wallkill, NY, pro se.

Eliot Spitzer, N.Y. State Atty. Gen., New York, NY, for
appellees.

Present NEWMAN, LEVAL, and SACK, Circuit Judges.

Opinion

SUMMARY ORDER

ON CONSIDERATION WHEREOF, IT IS HEREBY
ORDERED, ADJUDGED AND DECREED that the
order of the District Court is AFFIRMED.

Julius Bryant appeals *pro se* from the November 1, 1999,

order of the United States District Court for the Southern
District of New York (Thomas P. Griesa, then-Chief
Judge), denying his claim that the defendant corrections
officials violated a settlement agreement entered into on
February 20, 1998. The agreement assured Bryant fair
treatment in admission to the Unit for the Physically
Disabled *46 (“UPD”) at Green Haven Prison, where he
was then incarcerated. Following an incident in which one
or more prisoners set fire to Bryant’s cell, Green Haven
officials initially placed him in involuntary protective
custody (“IPC”) for his own safety, and then, upon
determination that his medical condition could not be
properly dealt with in IPC, transferred him to
Shawangunk Correctional Facility, where he is now
incarcerated.

Bryant contends that the transfer violated the settlement
agreement because it was made in retaliation for
complaints he had made about his treatment in the UPD.
In support, he alleged that other inmates (unnamed) had
told him that another inmate had been “put up” to setting
the fire by a prison officer in retaliation for Bryant’s
helping inmates file grievances against the officer. The
defendant prison officials responded with sworn affidavits
that the transfer to Shawangunk was made in order to
provide adequate care and facilities for Bryant’s medical
condition.

As Bryant’s allegations were based on speculation or at
best supported by double hearsay, the District Court
properly denied Bryant’s claim that the settlement
agreement had been violated, which was the only claim
properly presented to the District Court. The agreement
provided no limitation upon a transfer for legitimate
reasons.

Parallel Citations

2001 WL 246042 (C.A.2 (N.Y.))