

1999 WL 232705

Only the Westlaw citation is currently available.
United States District Court, S.D. New York.

Julius BRYANT, Plaintiff,
v.
Thomas A. COUGHLIN, III, et al., Defendants.
Julius BRYANT, Plaintiff,
v.
Christopher ARTUZ, et al., Defendants.

No. 94 CIV. 2940 TPG. | April 21, 1999.

Opinion

OPINION

GRIESA, D.J.

*1 Plaintiff Julius Bryant moves to hold defendants in contempt for alleged violation of a settlement agreement entered on February 20, 1998 and of the so-called “Milburn Consent Decree.” Defendants, employees of the Department of Corrections (“DOC”) and employees of the Green Haven Correctional Facility (“Green Haven”), oppose plaintiff’s motion and cross-move to terminate the February 20, 1998 agreement.

Plaintiff’s motion is denied. Defendants’ motion also is denied. These rulings pertain only to the captioned actions. The “Milburn Consent Decree” is not before the undersigned judge, and this opinion will not deal with that matter.

Facts

Plaintiff, currently incarcerated in Green Haven, brought the two captioned actions against employees of the DOC and Green Haven, that were consolidated for trial, seeking damages for deliberate indifference to his medical needs. After trial commenced, the case was settled pursuant to an agreement reached between the parties on February 20, 1998. The agreement is contained in the transcript of that date and provides:

First, Julius Bryant will be admitted to the UPD [Unit for the Physically Disabled] at Green Haven upon his return to the Green Haven facility following the conclusion of this trial. He will remain at the UPD as long as he is entitled to remain there under the normal

rules and regulations pertaining to the UPD and in accordance with the statement issued by the Department of Corrections which has been referred to earlier.

He will be entitled to the benefits of treatment at the UPD in accordance with the rules and regulations of the prison and the statement of the Department of Corrections referred to.

It is contemplated without question by all parties that the prison authorities will carry out this agreement in good faith and without any disadvantage to Mr. Bryant that would involve treatment of Mr. Bryant different from what normally occur to any other prisoner in the UPD.

Second, it is expressly agreed that the prison personnel will in no way retaliate against Mr. Bryant or cause him to be disadvantaged in any way as a result of his filing of the two lawsuits and bringing these lawsuits to trial. This does not imply that there is or would be such retaliation or disadvantage.

The parties understand that it is the normal process of law for a party to a settlement agreement to have the right to bring to the Court’s attention any violation of such agreement, and it is the normal course for the Court to issue any order necessary to enforce the settlement agreement or prevent its violation. The court retains jurisdiction to carry out these normal legal responsibilities.

The plaintiff agrees to adhere to all of the rules and regulations of the New York State Department of Correctional Services relating to inmate behavior.

In agreeing to this settlement the defendants make no admissions of liability and the substance of this stipulation as well as its existence does not constitute and shall not be used as any evidence of liability in any other action or proceeding.

*2 The plaintiff himself and his successors in interest and assigns, hereby release and discharge each defendant, the New York State Department of Correctional Services and any of its employees from any and all claims, liabilities, causes of action, now or hereinafter, arising from any and all events or omissions occurring on or before the date of the execution of this stipulation regarding and arising out of the events alleged in these actions, and from all claims and liabilities for damages, attorneys’ fees, costs and disbursements in these actions.

This stipulation of settlement finally determines all

claims of the plaintiff in these actions, and these actions are hereby discontinued with prejudice. This stipulation and order of settlement embodies the entire agreement of the parties in this matter.

Since the time of the agreement, plaintiff has sought relief from the court on more than one occasion, the latest of which is the present motion for contempt now before the court. On the previous occasions, plaintiff has complained of the method and manner of medical treatment and/or the withholding of medical records. Plaintiff's current motion contains similar complaints, as discussed below.

Discussion

Plaintiff's Motion for Contempt

The settlement agreement of February 20, 1998 contained only one provision about the care of plaintiff. That is that plaintiff would be admitted to the UPD at Green Haven and would remain there, and be treated there, in accordance with the normal rules and regulations. It is clear that this was intended to deal with plaintiff's back condition and whatever disability resulted from that condition. The settlement agreement did not purport to cover any and all medical problems of plaintiff. It was in no sense intended to provide comprehensive directions for dealing with all of plaintiff's future medical needs.

Plaintiff was placed in the UPD following the settlement agreement and is still there. Plaintiff has not demonstrated any violation of the settlement agreement in the present motion or in past applications. The current contempt motion raises alleged medical problems going beyond the settlement agreement. The same is true with the previous applications.

Aside from what is set forth above, the settlement agreement is not a decree or court order, and contempt of court would not be the appropriate remedy even if plaintiff had shown a violation of the agreement.

Plaintiff's motion to hold defendants in contempt is denied.

Defendants' Motion to Terminate Relief

Defendants claim that the February 20, 1998 agreement violates the Prisoner Litigation Reform Act, 18 U.S.C. § 3626, and must be terminated. The following are the relevant portions of § 3626:

(a) Requirements for relief.-

(1) *Prospective relief.*-(A) Prospective relief in any civil action with respect to prison conditions shall extend no further than necessary to correct the violation of the Federal right of a particular plaintiff or plaintiffs. The court shall not grant or approve any prospective relief unless the court finds that such relief is narrowly drawn, extends no further than is necessary to correct the violation of the Federal right, and is the least intrusive means necessary to correct the violation of the Federal right.

(b) Termination of relief.-

*3 (2) *Immediate termination of prospective relief.*-In any civil action with respect to prison conditions, a defendant or intervener shall be entitled to the immediate termination of any prospective relief if the relief was approved or granted in the absence of a finding by the court that the relief is narrowly drawn, extends no further than necessary to correct the violation of the Federal right, and is the least intrusive means necessary to correct the violation of the Federal right.

(c) Settlements.-

(1) *Consent Decrees.*In any civil action with respect to prison conditions, the court shall not enter or approve a consent decree unless it complies with the limitations set forth in subsection (a).

(2) *Private settlement agreements.*-(A) Nothing in this section shall preclude parties from entering into a private settlement agreement that does not comply with the limitations on relief set forth in subsection (a), if the terms of that agreement are not subject to court enforcement other than the reinstatement of the civil proceeding that the agreement settled.

(g) Definitions.-As used in this section-

(1) the term "consent decree" means any relief entered by the court that is based in whole or in part upon the consent or acquiescence of the parties but does not include private settlements;

(6) the term "private settlement agreement" means an agreement entered into among the parties that is not subject to judicial enforcement other than the reinstatement of the civil proceeding that the agreement settled;

Defendants argue that the February 20 agreement is a

Bryant v. Coughlin, Not Reported in F.Supp.2d (1999)

consent decree and not a private settlement agreement. Defendants further argue that, as a consent decree, the agreement fails to meet the requirements of § 3626(a) because at the time the agreement was entered the court (1) did not find that the defendants violated any of plaintiff's Federal rights; and (2) did not find that the relief granted was narrowly drawn, or the least intrusive means necessary to correct a violation of plaintiff's Federal rights.

In looking at the terms of the agreement the court believes that the agreement is properly construed as a settlement agreement. None of the usual provisions of a consent decree are present in the agreement. Nevertheless, there is a problem under the statute with construing the agreement as a private settlement agreement, in that it provides that the court retains jurisdiction "to issue any order necessary to enforce the settlement agreement or prevent its violation." This is different from having the only judicial enforcement be "the reinstatement of the civil action that the agreement settled." See §§ 3626(c)(2) and (g)(6).

But defendants go too far in arguing that now, more than a year after the trial was terminated and the agreement was arrived at (after difficult negotiations), the agreement should be denominated a consent decree and should be terminated because it does not comply with the statutory requirements for such a decree.

*4 At the time the agreement was being negotiated and drafted, defendants did not suggest that it was a consent decree or that it should comply with the requirements of § 3626 regarding such a decree. Defendants never suggested that there was any reason in the substance or

form of the agreement which would prevent it from being what it was clearly intended to be—a settlement agreement. Specifically, defendants did not voice any objection to the enforcement provision of the agreement.

It would appear that what has precipitated the request of defendants to terminate the agreement is the desire to avoid having the agreement act as a permanent vehicle for plaintiff to obtain court supervision over his medical treatment in prison. But the remedy for this is to prevent plaintiff's illegitimate use of the agreement, not to terminate it. Moreover, if defendants wish to move to amend the enforcement provision to bring it into what they believe is conformity with the statute, they have leave to do so.

Conclusion

Plaintiff's motion to hold defendants in contempt is denied. Moreover, plaintiff is hereby directed to desist from making applications which do not have to do with the agreement but go beyond what is covered therein.

Defendants' motion to terminate the agreement is denied, without prejudice to the making of a motion to amend the enforcement provision of the agreement.

SO ORDERED.