

1999 WL 983865

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

Julius BRYANT, Plaintiff,

v.

Thomas A. COUGHLIN, III, Commissioner,
Department of Corrections, Robert Griefinger,
Deputy Commissioner and Chief Medical Officer
of Docs, John Sheridan, Director of Health
Services for Doc, Larry Zwilling, Regional
Health Administrator for Docs, et. al., Defendants.

Julius BRYANT, Plaintiff,

v.

Christopher ARTUZ, Superintendent of Green
Haven Correctional Facility, Michael Pullen,
Corrections Officer, T. Meelroy, Captain,
Correction Officer, Catherine O. Metzler, Facility
Nurse, Brian Cowens, Correction Officer,
Defendants.

Nos. 94 Civ. 2940(TPG), 96 Civ. 3274(TPG). | Oct.
29, 1999.

Opinion

OPINION

GRIESA, J.

*1 On February 28 these cases were settled on the basis of an agreement which provided:

Julius Bryant will be admitted to the UPD 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 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 UPD.

Plaintiff Julius Bryant claims that defendants have violated the settlement agreement by removing him from the UPD and transferring him to the Shawangunk Correctional Facility.

Papers have been submitted by plaintiff and by defendants.

It appears clear beyond any question that unidentified inmates set fire to plaintiff's cell in the UPD on August 15, 1999. The prison staff concluded that there was a threat to Bryant's safety and removed him from the UPD. The staff recommended that Bryant be placed in protective custody, and Bryant refused. An administrative hearing was held to determine the issue. It was determined that Bryant's safety required him to be placed in involuntary protective custody ("IPC") and this was done. However, Bryant's medical condition could not be dealt with properly in IPC. Therefore, he was transferred to Shawangunk to meet his special medical needs.

The settlement agreement did not bar the prison authorities from normal steps to protect the safety of Bryant. Nor did the settlement agreement require that Bryant be kept permanently at Green Haven. The court rules that defendants have not violated the settlement agreement.

SO ORDERED.