



PC-CT-007-002

U.S. DISTRICT COURT  
WATERBURY, CT 06702

UNITED STATES DISTRICT COURT MAY 22 10 10 AM '95

DISTRICT OF CONNECTICUT

FILED

EDWARD ROE, et al

Plaintiffs

v.

LARRY MEACHUM, et al.

Defendants

NO. 3:93CV-375 (TFGD)

APRIL 26, 1995

AGREEMENT OF SETTLEMENT

WHEREAS, the plaintiffs have brought the above-referenced action in the United States District Court for the District of Connecticut against defendants, alleging violations of their statutory and constitutional rights guaranteed by the Eighth and Fourteenth Amendments to the United States Constitution, 42 U.S.C. §1983, and §504 of the Rehabilitation Act, 29 U.S.C. §794, et seq.,

WHEREAS, simultaneous with the filing of this action, plaintiffs sought, pursuant to Rules 23(b)(1) and (b)(2) of the Federal Rules of Civil Procedure, certification of a class defined as:

- a. a class composed of all inmates who are now, have been since February 24, 1993, or will be, subject to defendants' care and custody at Bridgeport Community Correctional Center (BCCC) and who require, or will require, mental health services resulting from their mental illnesses;

b. a subclass composed of all inmates who are, or will be, subject to defendants' care and custody at BCCC and who require, or will require, mental health services resulting from their mental illnesses, whose primary language is Spanish and who read, write and speak very little, if any, English.

WHEREAS, a class, as defined above, is hereby certified,

WHEREAS, all defendants deny all allegations made by all plaintiffs, and

WHEREAS, all parties desire to resolve all their differences relating to the claims which were made or could have been made in connection with this lawsuit,

THEREFORE, the parties agree as follows:

1. This Agreement is entered into in consideration of the attached Stipulation of Voluntary Dismissal Without Prejudice, dated May 22, 1995, the approval and signature of that Voluntary Dismissal Without Prejudice by the United States District Court, and the performance of the terms contained herein.

2. All parties consider the terms of this settlement to be a fair and reasonable resolution of this case and wish to avoid further litigation and costs.

3. In consideration of plaintiffs' claims, defendants agree to the following at the BCCC:

a. Increase and maintain weekend staffing in the mental health unit so that a psychiatric nurse clinician or psychiatric

social worker shall be on site at a minimum of one shift every Saturday and one shift every Sunday.

b. Increase and maintain the number of on-site psychiatrist hours so that a psychiatrist(s) shall be on-site a minimum of thirty-five hours per week, and maintain the twenty-four hour on-call availability of a psychiatrist.

c. Maintain, in addition to b. above, existing positions as follows:

- One full-time psychologist, first shift
- Two full-time psychiatric nurse clinicians, one on first shift and one on the second shift
- Three full-time psychiatric social workers covering the first and second shifts, Monday through Friday
- Medical staffing as attached hereto as Exhibit A

d. Fill any existing vacant positions set forth in c. above with permanent staff in a timely manner and after reasonable efforts, and make every reasonable effort to fill any vacant mental health staff positions no later than July 1, 1995. Defendants shall report any unfilled vacancies to plaintiffs' counsel by July 7, 1995. Any decision not to fill vacancies shall be communicated to plaintiffs' counsel within two business days.

e. Adopt, no later than May 1, 1995, the Procedure Manual BCCC, Mental Health Unit, dated April 15, 1995, incorporated by reference herein, and attached hereto as Exhibit B upon its completion, and implement it after appropriate training, using all reasonable efforts to do so, by July 30, 1995.

f. Insure that the quality assurance division of the Department of Correction (DOC) conducts quarterly reviews of mental health records at BCCC.

g. Insure that translations for inmates in need of mental health care who do not speak English will be provided by bilingual medical or mental health staff, when such staff is on duty. Under no circumstances will other inmates be used to conduct translations for the provision of mental health services.

4. The defendants retain the option to unilaterally discontinue or to modify the intended measures set forth in ¶ 3 above. Prior to making any changes in ¶ a, b, however, they shall notify the plaintiffs' counsel thirty days in advance. Plaintiffs shall receive notice of any changes to ¶ c, d, e, f, and g within two business days of the decision to make such change. Plaintiffs shall receive copies of all changes made to the Procedure Manual outlined in 3.e above.

5. In the event plaintiffs believe any changes to 3 above or changed circumstances within the DOC rise to the level of a federal constitutional and/or federal statutory violation, plaintiffs may withdraw from this Agreement of Settlement and litigate the claim(s) made in this Court as part of this lawsuit pursuant to ¶ 11, infra. No sanctions of any kind shall be imposed on defendants for the failure to comply with this Agreement. The sole remedies will be to terminate the Agreement and to proceed with this action in this Court, pursuant to ¶11.

6. Neither the intention to establish and maintain such conditions by the defendants nor the acceptance of such intentions by the plaintiffs may be construed in any way or in any proceeding as arising from any legal obligation to do so. If this case or any other case proceeds to adjudication, the parties retain the right to make any claim they deem proper concerning their respective lawful rights and obligations and nothing in this agreement or in its approval by the Court shall prejudice that right.

7. The above stated intentions are subject to suspension or modification in part or in their entirety if the defendants determine that a genuine emergency exists. "Genuine emergency" means any circumstance, or combination of circumstances, under which it is reasonably necessary to conclude that there is an actual or potential threat to a) the security and order of BCCC, or to b) the safety of the staff, inmates, or other persons within BCCC; provided that, the existence of a genuine emergency may not be determined on the basis of the number of inmates confined at that time.

8. Defendants agree to permit plaintiffs' three experts to conduct a site visit once annually upon reasonable notice given to defendants. Plaintiffs' three experts may also conduct a site visit subsequent to notice of a change or proposed change given to plaintiffs by defendants pursuant to ¶ 4 above, if plaintiffs believe such site visit is necessary to determine their position on

such change. Defendants shall not be obligated to pay for such site visits.

9. Defendants shall pay to the Connecticut Civil Liberties Union Foundation the amount of \$62,500 in full satisfaction of any and all claims by all plaintiffs and all counsel for plaintiffs for all attorneys' fees and costs (including deposition costs owed to plaintiffs' experts) in this case. Defendants shall not be obligated to pay additional costs and attorneys' fees unless the plaintiffs exercise their option to litigate this case pursuant to ¶ 11 and the Court orders defendants to pay additional costs and attorneys' fees for such litigation.

10. Notice to the class shall be given as follows: A copy of the attached notice, in Spanish and English, shall be hand-delivered to all inmates at BCCC who are present at the facility on May 1, 1995 and shall be given to any inmate who enters the facility between May 1 and May 15, 1995. A hearing on the Agreement shall be scheduled during the week of May 22, 1995.

11. On signing the Agreement, the parties will seek approval of this Agreement from the Court pursuant to Rule 23(e), Federal Rules of Civil Procedure. The parties further agree that this action is withdrawn without prejudice except that if the plaintiffs seek to litigate the claims made in the Complaint dated February 23, 1993 pursuant to ¶ 5 above, they may do so without filing a new action and that the Court shall permit plaintiffs to reopen the case solely for the purposes of enforcing ¶s 5, 8, 9, 11.

12. Once the Court approves the Agreement, the parties shall submit to the Court a stipulation of dismissal of this action without prejudice pursuant to Federal Rules of Civil Procedure 41(a)(1)(ii). The parties shall submit a form of order of dismissal to the Court.

13. The Court's approval of the dismissal of this action is sought to comply with Rule 23(e) of the Federal Rules of Civil Procedure. This Settlement Agreement is not a consent decree nor do the parties intend it to be construed as such. It does not operate as an adjudication of the merits of this litigation.

14. Until or unless plaintiffs withdraw from this Agreement, and litigate their claims pursuant to ¶ 5 and 11 above, members of the plaintiff class may not litigate these class claims in separate individual actions.

Respectfully Submitted,

RICHARD BLUMENTHAL  
ATTORNEY GENERAL

BY: Martha Stone  
Martha Stone ct 00080

BY: Stephen O'Neill  
Stephen O'Neill

BY: JoNel Newman  
JoNel Newman ct 02179  
Connecticut Civil Liberties  
Union Foundation  
32 Grand Street  
Hartford, CT 06106

BY: Steven Strom  
Steven Strom  
Assistant Attorneys General  
MacKenzie Hall  
110 Sherman Street  
Hartford, CT 06105

Stuart H. Adams, Jr.  
American Civil Liberties  
Union Foundation  
The National Prison Project  
1875 Connecticut Ave., NW  
Washington, DC 20009

Attorneys for Plaintiffs

Attorneys for Defendants

John Armstrong  
John Armstrong, Commissioner  
Department of Correction  
340 Capitol Avenue  
Hartford, CT 06106

So Ordered this 22nd day of May, 1995.

Murray K. ... (TFGD)  
United States District Judge



ATTACHMENT TO ROE V. MEACHUM,  
CIVIL NO. 3:93CV00375 (TFGD)

Bridgeport CCC  
Medical Staff

Staffing as of 4/12/95

<u>No.</u>	<u>Title</u>
1	Correctional Hospital Nurse Supervisor
10	Correctional Head Nurses
4	Correctional Nurses (LPN)
4	Correctional Medical Attendants
1	Physician

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

EDWARD ROE, et al	:	
Plaintiffs	:	
v.	:	NO. 3:93CV-375 (TFGD)
	:	
LARRY MEACHUM, et al.	:	
Defendants	:	APRIL 26, 1995
	:	

LEGAL NOTICE TO ALL INMATES OF PROPOSED  
SETTLEMENT OF CLASS ACTION

TO ALL INMATES:

A settlement has been proposed by the parties for the issues in this case regarding the Department of Correction's (DOC) practices about mental health care for inmates at the Bridgeport Community Correctional Center (BCCC). This proposed Agreement of Settlement must now be reviewed and approved by the Court.

THIS IS TO TELL YOU THAT THERE WILL BE A HEARING on this proposed settlement on May 22, 1995 at 9:30 a.m. at the United States District Courthouse, 14 Cottage Place, Waterbury, Connecticut before the Honorable T.F. Gilroy Daly, United States District Judge, so that the Court can decide whether or not to approve this proposed Settlement as being fair, reasonable and adequate.

If you want to read the whole Agreement of Settlement, copies will be in the school, the medical unit, the library, and the counsellor supervisor's office. If you still have questions after reading this Notice and the full Agreement of Settlement, write or call your attorneys: Martha Stone and JoNel Newman at the Connecticut Civil Liberties Union Foundation, 32 Grand Street, Hartford, CT 06106 ((203) 247-9823).

You also have a right to object to this proposed Agreement of Settlement and tell the Court before it decides whether to approve the Settlement why you think it should not be approved. If you want to object to this Settlement, you must send your objection to Judge T.F. Gilroy Daly so that it is received by May 18, 1995, at United States District Court, 14 Cottage Place, Waterbury, CT 06702. You should put the name of this case and the docket number on your letter. Please also send a copy of your objection to your attorneys, Martha Stone and JoNel Newman, at the above address. If you file a written objection, the Court may wish to hear the objection in person. If you would like to be heard in person, call your attorneys by May 17, 1995 so that they can make the necessary requests.

The people who will be affected by this proposed Agreement of Settlement are all inmates who are now, have been since February 24, 1993, or will be in DOC custody at the BCCC. If the Court approves the proposed Settlement, what it says will be the final decision about these issues. In relevant part, the Agreement of Settlement provides:

1. Defendants shall:

a. Increase and maintain weekend staffing in the mental health unit so that a psychiatric nurse clinician or psychiatric social worker shall be on site at a minimum of one shift every Saturday and one shift every Sunday.

b. Increase and maintain the number of on-site psychiatrist hours so that a psychiatrist(s) shall be on-site a minimum of thirty-five hours per week, and maintain the twenty-four hour on-call availability of a psychiatrist.

c. Maintain, in addition to b. above, existing positions as follows:

- One full-time psychologist, first shift
- Two full-time psychiatric nurse clinicians, one on first shift and one on the second shift
- Three full-time psychiatric social workers covering the first and second shifts, Monday through Friday
- Medical staffing as follows: One correctional hospital nurse supervisor; ten correctional head nurses; four correctional nurses, four correctional medical attendants; one physician.

d. Fill any existing vacant positions set forth in c. above with permanent staff in a timely manner and after reasonable efforts, and make every reasonable effort to fill any vacant mental health staff positions no later than July 1, 1995. Defendants shall report any unfilled vacancies to plaintiffs' counsel by July 7, 1995. Any decision not to fill vacancies shall be communicated to plaintiffs' counsel within two business days.

e. Adopt, no later than May 1, 1995, the Procedure Manual BCCC, Mental Health Unit, dated April 15, 1995, and implement it after appropriate training, using all reasonable efforts to do so, by July 30, 1995.

f. Insure that the quality assurance division of the Department of Correction (DOC) conducts quarterly reviews of mental health records at BCCC.

g. Insure that translations for inmates in need of mental health care who do not speak English will be provided by bilingual medical or mental health staff, when such staff is on duty. Under no circumstances will other inmates be used to conduct translations for the provision of mental health services.

2. The defendants retain the option to unilaterally discontinue or to modify the intended measures set forth in ¶ 1 a-g above. Prior to making any changes in ¶ a, b, however, they shall notify the plaintiffs' counsel thirty days in advance. Plaintiffs shall receive notice of any changes to ¶ c, d, e, f, and g within two business days of the decision to make such change. Plaintiffs shall receive copies of all changes made to the Procedure Manual outlined in 1.e above.

3. In the event plaintiffs believe any changes to 1 above or changed circumstances within the DOC rise to the level of a federal constitutional and/or federal statutory violation, plaintiffs may withdraw from this Agreement of Settlement and litigate the claim(s) made in this Court as part of this lawsuit pursuant to ¶ 11 of the Agreement. No sanctions of any kind shall be imposed on defendants for the failure to comply with this Agreement. The sole remedies will be to terminate the Agreement and to proceed with this action in this Court, pursuant to ¶ 11 of the Agreement.

4. Neither the intention to establish and maintain such conditions by the defendants nor the acceptance of such intentions by the plaintiffs may be construed in any way or in any proceeding as arising from any legal obligation to do so. If this case or any other case proceeds to adjudication, the parties retain the right to make any claim they deem proper concerning their respective lawful rights and obligations and nothing in this agreement or in its approval by the Court shall prejudice that right.

5. The above stated intentions are subject to suspension or modification in part or in their entirety if the defendants determine that a genuine emergency exists. "Genuine emergency" means any circumstance, or combination of circumstances, under which it is reasonably necessary to conclude that there is an actual or potential threat to a) the security and order of BCCC, or to b) the safety of the staff, inmates, or other persons within BCCC; provided that, the existence of a genuine emergency may not be determined on the basis of the number of inmates confined at that time.

6. Defendants agree to permit plaintiffs' three experts to conduct a site visit once annually upon reasonable notice given to defendants. Plaintiffs' three experts may also conduct a site visit subsequent to notice of a change or proposed change given to plaintiffs by defendants pursuant to ¶ 4 of the Agreement, if plaintiffs believe such site visit is necessary to determine their position on such change. Defendants shall not be obligated to pay for such site visits.

7. Defendants shall pay to the Connecticut Civil Liberties Union Foundation the amount of \$62,500 in full satisfaction of any and all claims by all plaintiffs and all counsel for plaintiffs for all attorneys' fees and costs (including deposition costs owed to plaintiffs' experts) in this case. Defendants shall not be obligated to pay additional costs and attorneys' fees unless the plaintiffs exercise their option to litigate this case pursuant to ¶ 11 of the Agreement and the Court orders defendants to pay additional costs and attorneys' fees for such litigation.

8. The parties further agree that this action is withdrawn without prejudice except that if the plaintiffs seek to litigate the claims made in the Complaint dated February 23, 1993 pursuant to ¶ 5 of the Agreement, they may do so without filing a new action and that the Court shall permit plaintiffs to reopen the case solely for the purposes of enforcing ¶s 5, 8, 9, 11 of the Agreement.

9. This Settlement Agreement is not a consent decree nor do the parties intend it to be construed as such. It does not operate as an adjudication of the merits of this litigation.

10. Until or unless plaintiffs withdraw from this Agreement, and litigate their claims pursuant to ¶ 5 and 11 of the Agreement, members of the plaintiff class may not litigate these class claims in separate individual actions.

This Notice is given to you by Order of the United States District Judge, Honorable T.F. Gilroy Daly.

NOTIFICACION LEGAL A TODOS LOS CONFINADOS  
DEL PROPUESTO ARREGLO DE  
LA DEMANDA DE CLASE  
ROE V. MEACHUM, CASO CIVIL 3: 93CV - 375 (TFCD)

A todos los confinados:

Se ha propuesto un arreglo final sobre los asuntos siguientes en este caso contra las prácticas del Departamento de Corrección (DOC) acerca del servicio de salud mental de los confinados en el Centro Comunal de Corrección de Bridgeport. La corte tiene que revisar y aprobar el arreglo propuesto sobre estos asuntos.

ESTA NOTIFICACION ES PARA INFORMARLES QUE HABRA UNA VISTA JUDICIAL sobre este propuesto arreglo el día 22 de Mayo de 1995 a las 9:30 A.M. en la Corte Federal, 14 de la calle Cottage Place, en Waterbury, CT. antes el Honorable T.F. Gilroy Daly, El Juez de los Estados Unidos, para que la corte decida si el arreglo es justo, razonable y adecuado. Usted puede someter objeciones a este arreglo en escrito hasta el 18 de Mayo de 1995 (vea las instrucciones abajo).

Si quiere leer el acuerdo de arreglo completo habrán copias en varios sitios en su facilidad--incluyendo: la unidad médica, la biblioteca y las oficinas de los consejeros. Si aun tiene preguntas después de leer esta noticia y el Acuerdo de Arreglo completo, escriba o llame a sus abogados: Martha Stone y Jonel Newman, CGLU ,32 de la calle Grand, en Hartford, CT. 06106 ((203) 247-9823).

Usted también tiene el derecho de oponerse a este propuesto arreglo y representárselo a la corte, antes de que la corte lo apruebe, el por qué usted piensa que no debe ser aprobado. Si usted quiere oponerse al arreglo usted debe enviar una carta de oposición al Juez T.F. Gilroy Daly para que sea recibida antes del 18 de Mayo de 1995, a la Corte del Distrito de los Estados Unidos, 14 de la calle Cottage Place, en Waterbury, CT. 06702. Por favor, también envíe una copia de su carta de oposición a sus abogados a la dirección dada arriba. Si usted archiva en el registro su oposición en escrito, puede que la corte oiga su oposición en persona. Si quiere hacer su oposición en persona llame a sus abogados antes del 17 de Mayo de 1995, para que ellos puedan hacer los arreglos necesarios.

Las personas que van a ser beneficiarias por este arreglo propuesto son todos los confinados(as), que desde el 24 de Febrero de 1993, han estado, están o estarán confinados en el Centro Comunal de Corrección de Bridgeport. Si la corte aprueba este acuerdo de arreglo será la decisión final sobre estos asuntos. En resumen el acuerdo de arreglo provee:

1. Los demandados han de hacer lo siguiente:

a. Aumentar y mantener el número de empleados durante los fines de semana en la Unidad de Salud Mental para que un(a) enfermero(a) Psiquiatra o un(a) tabajador(a) social clínica psiquiatra este presente en el local por lo menos durante un turno cada Sábado y un turno cada Domingo.

b. Aumentar y mantener el número de horas de el(la) Psiquiatra en el local para que un(a) psiquiatra este presente en el local por lo menos treinta-y-cinco horas a la semana, y que haya la habilidad de que este de turno de llamada las veinte-y-cuatro horas como psiquiatra.

c. Además de la sección b. arriba, mantener las condiciones que existen así:

- Un(a) Psicólogo(a) de tiempo completo durante el primer turno.

Doce enfermeros(as) clínicos( , psiquiatras de tiempo completo, uno(a) en el primer turno y uno(a) en el segundo turno.

- Tres trabajadores(as) Sociales psiquiatras de tiempo completo abarcando el primer y segundo turno de Lunes a Viernes.

- Mantener empleados médicos delimitado como lo siguiente: Una enfermera correccional supervisora; diez enfermeras correccionales jefes; cuatro enfermeras correccionales; cuatro asistentes médicos y un médico.

d. Ocupar los puestos vacantes existentes, como detallado en la sección c. arriba, con empleados permanentes de pronta manera y con esfuerzos razonables, y que hagan todo esfuerzo razonable para ocupar los puestos vacantes que existen de empleados de salud mental antes del primero de Julio de 1995. Los demandados han de reportar cualquier vacancia que no haya sido ocupada a los abogados de los demandantes antes del 7 de Julio de 1995. Cualquier decisión de no ocupar vacancias debe ser comunicada a los abogados de los demandantes dentro de dos días de trabajo.

e. Aceptar, no más tarde del primero de Mayo de 1995, el Manual de Procedimiento BCCC de la Unidad de Salud Mental, fechado 15 de Abril de 1995, y se implemente después de entrenamiento adecuado usando todos los esfuerzos razonables para hacerlo antes del 30 de Julio de 1995.

f. Asegurarse de que, cada cuarto de año, la división de seguridad de calidad del Departamento de Corrección (DOC) revise los registros de salud mental en BCCC.

g. Asegurarse de que las traducciones, para aquellos confinados que requieren tratamiento de salud mental y que no hablan inglés, sean proveídas por empleados médicos o de salud mental bilingüe cuando ellos(as) están de turno. Bajo ninguna circunstancia se utilizarán otros confinados para conducir traducciones de las provisiones del Servicio de Salud Mental.

2. Los demandados retienen la opción unilateral de discontinuar o modificar los medidas intentados proveídos en p 1 a-g arriba. Sin embargo, antes de hacer cualquier cambio a p a, b, ellos tienen que informar a los abogados de los demandantes treinta días en anticipo. Los demandantes serán notificados de cualquier cambio a p c, d, e, f, o g, dentro de dos días de trabajo desde el día en que se decidió hacer el cambio. Los demandantes recibirán copias de todos los cambios al Manual de Procedimiento descrito en 1.e arriba.

3. En el caso de que los demandantes consideren de que cualquiera de los cambios a la sección 1. arriba, o que cambios en las circunstancias dentro del DOC han llegado a un nivel en el que constituyen una violación de la Constitución Federal y/o Estatuto Federal, pueden retirarse de este acuerdo de arreglo y litigar dicha queja(s) en corte como parte de esta demanda de acuerdo a p 11 del acuerdo. Ninguna clase de sanción se le impondrá a los demandados por la falta de cumplir con este acuerdo. El único remedio será: terminar el acuerdo y proceder en la corte con esta acción de acuerdo a p 11.

4. Ninguno de los dos, ni la intención de establecer y mantener tales condiciones por los demandados, ni el acepto por los demandantes de tales condiciones será interpretado en ninguna manera o en ningún procedimiento como que haya surgido de alguna obligación legal para hacerlo. Si este o cualquier otro caso procede hasta adjudicación, los litigantes mantendrán el derecho de hacer cualquier demanda que ellos consideren apropiada en lo que concierne a

sus respectivos derechos lícitos y obligaciones y nada en este acuerdo o en su aprobación por la Corte ha de perjudicar tal derecho.

5. Las intenciones mencionadas arriba están sujetas a suspensión o modificación en parte o en su totalidad si los demandados consideran de que existe un estado de emergencia genuina. 'Emergencia Genuina' significa cualquier circunstancia, o combinación de circunstancias, bajo las cuales es razonablemente necesario concluir de que veridicamente existe o hay una amenaza potencial hacia: a) La seguridad y el orden de BCCC, o hacia b) La seguridad de los empleados, confinados, u otras personas dentro de BCCC; y con tal que la existencia de tal emergencia genuina no sea determinada a base de el número de confinados encarcelados en ese instante.

6. Los demandados permitirán a los tres expertos de los demandantes hacer una visita una vez anualmente después de darles a los demandados noticia razonable. Los tres expertos de los demandantes también puedan hacer una visita después de recibir noticia de un cambio o un cambio propuesto según el p 4 del acuerdo, si los demandantes creen que tal visita es necesaria para determinar su posición en cuanto a tal cambio. Los demandados no tienen ninguna obligación de pagar por tal visitas.

7. Los demandados pagarán al CCLUF la suma de \$ 62,500.00 en satisfacción completa de cualquier y todas las reclamaciones de todos los demandantes y las tarifas y los costos de todos los abogados de los demandantes (incluyendo todos los costos debidos a las deposiciones de los expertos de los demandantes) en esta acción. Los demandados no están obligados a pagar costos ni tarifas adicionales a menos de que los demandantes empiecen a litigar esta acción según p 11 del acuerdo y la corte ordene que los demandados paguen costos y tarifas adicionales por tal litigación.

8. Los litigantes también estarán de acuerdo de que esta acción es destituida sin perjuicio con la excepción de que si los demandantes solicitan litigar la queja hecha en la demanda fechada 23 de Febrero de 1995 de acuerdo a p 5 del acuerdo, ellos pueden hacerlo sin asentar en el registro una nueva acción y que la corte volverá a abrir la demanda por el único propósito de hacer cumplir con p 5,8,9,11 del acuerdo.

9. Este Acuerdo de Arreglo no es una declaración de consentimiento ni los litigantes intentan de que sea interpretado de tal manera. Ni funciona como un adjudicamento de los méritos de este litigio.

10. Hasta que, o a menos que, los demandantes se retiren de este acuerdo y litigen sus demandas en corte de acuerdo a p 5 y p 11 del acuerdo, miembros de la clase de los demandantes no pueden litigar estas demandas de clase en acciones individualmente separadas.

ESTA NOTICIA SE LE DA A USTED POR ORDEN DEL JUEZ DE LOS ESTADOS UNIDOS,  
EL HONORABLE T.F. Gilroy Daly.



State of Connecticut  
HOUSE OF REPRESENTATIVES  
STATE CAPITOL  
HARTFORD, CONN. 06106-1591

RECORDED  
MAY 22 10 49 AM '95  
OFFICE OF  
T.F. GILROY DALY  
U.S. DISTRICT JUDGE

**REPRESENTATIVE ROBERT M. WARD**

MINORITY LEADER  
EIGHTY-SIXTH DISTRICT

817 TOTOKET ROAD  
NORTHFORD, CONNECTICUT 06472  
TELEPHONE  
CAPITOL: 1-800-842-1423  
HOME: 484-0339

MINORITY LEADER  
LEGISLATIVE MANAGEMENT  
REGULATION REVIEW  
COMMITTEE-MEMBER

May 19, 1995

Honorable T.F. Gilroy Daly  
United States District Judge  
United States District Courthouse  
14 Cottage Place  
Waterbury, CT 06702

RE: Roe et al v Meachum et al

Dear Judge Daly:

I am writing to object to the proposed settlement in the above referenced matter.

I apologize for not meeting the May 18th deadline, however, I read the legal notice in The Connecticut Law Tribune, today.

As the Minority Leader of the Connecticut House of Representatives, I must object to this proposal being put into effect at this time.

As I read it, the proposal requires the state to put in place certain personnel, by way of filling currently vacant positions and by creating new positions. This settlement would therefore require the state to expend funds in the fiscal year beginning July 1, 1995 and beyond.

As you are probably aware, the legislature has not yet adopted a budget for the fiscal year beginning July 1, 1995. I can not say with any accuracy, nor do I believe that any other legislator can say with any accuracy, whether the cost of this proposed settlement has been taken into account in the budget deliberations or if it is included in any budget proposals.

Furthermore, since the substance of this settlement will have an impact on the financial situation of the state, the General Assembly should have time to consider the ramifications of the proposals and its fiscal impact.



Therefore, I respectfully request that you withhold accepting this settlement until such time as the General Assembly has the opportunity to review it and has the opportunity to consider and adopt a budget, which will clearly be impacted by this proposal.

Thank you for your consideration and again, please accept my apologies for this letter being sent to you after the May 18th deadline.

Sincerely,

A handwritten signature in black ink, appearing to read 'RW', with a long, sweeping flourish extending to the right.

Robert Ward  
Minority Leader

cc: Senator M. Adela Eads  
Senator James Fleming  
Senator William DiBella  
Representative Tom Ritter  
Representative Moria Lyon

May 05, 1995

RECEIVED

MAY 9 9 02 AM '95

Honorable T.F. Gilroy Daly  
U.S. District Court Judge  
14 Cottage Place  
Waterbury, Connecticut

CHAMBERS OF  
T.F. GILROY DALY  
U.S. DISTRICT JUDGE

Re: EDWARD ROE, ET AL. v. LARRY MEACHUM, ET AL.  
No. 3:93cv375 (TFGD)

Dear Judge Daly:

Please be advised that I desire to appear and be heard in person in connection with the proposed Agreement of Settlement, and to submit written objections for the court's consideration.

To date, the proposed Agreement of Settlement has not been made available to any inmate at the Bridgeport Correctional Center despite indications to the contrary contained in the legal notice distributed to the population on or about April 28, 1995. No one seems to know anything about when and where disclosure may effect.

In any event, it is circumstances such as this that force me to objection to the sanctionless Agreement of Settlement. The attorneys for the parties have a flawed perception how the facility operates which does not dovetail with reality. For example, if the agreement was available, most inmates would not be able to peruse it because neither the school nor hospital have the space or staff (to monitor) to allow such readings. Moreover, despite the fact that BCC inmate population exceeds 900 men, only four (4) inmates are allowed access to the law library at any given session; that means only eight (8) inmates are allowed access. Because BCC is a pre-trial facility, inmates in need of criminal research will always be called ahead of inmates wanting to review a civil legal notices. As indicated, the lawyers believe one things but reality favors another diametrical result.

As soon as the proposed Agreement of Settlement and/or Procedure Manual are made available, I shall finalize my objections and reduce same to writing.

By copy letter I inform plaintiffs' counsel of the within and foregoing.

Sincerely,



Morris Allen Smith III  
POB 6490  
Bridgeport, Connecticut 06606

9/18

5-11-95 RECEIVED

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CHAMBERS OF  
T.H. GEORGE DALY  
U.S. DISTRICT COURT

MORTON ALLEN SMITH <sup>MS</sup>  
#57101  
BCC

RE: EDWARD ROE, et al. v. LARRY  
MEACHUM, et al., No. 3:93 CV 375  
(TFGD)

DEAR Judge DALY:

Today I received a copy of the Agreement of Settlement for the above matter. The DOC staff who delivered it seemed to suggest that (a) the Agreement was Available the whole time and (b) I never requested to review it. Please see the enclosed note from the medical unit, indicating the Agreement was not Available to inmates.

Since I cannot, timely, get to the law library to type my objections, I suggest that it is All the more important that I be allowed to present oral testimony. I just don't want A

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1/1  
MSM

(2)

day away from the jail. In fact, because of serious medical problems, all outside trips are an inconvenience, but I consider this case as important to many inmates and worth some inconvenience.

I plan to discuss the lack of sanctions for non-compliance and the DOC's history of non-compliance in DOE v. MEACHUM, a consent judgment almost 5 years old; the failure to provide for an inmate-patient advocate to look out for the interests of medicated inmates who are unable to help themselves. (I opine that Yale or UConn Schools of Social Work have students seeking advanced degrees who would volunteer for this position for MSW or Ph.D. credits); the lack of in-person review by the plaintiffs' experts with affected inmates and the shortcomings of file-only reviews.

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In view of the above, I  
reaffirm my request to appear  
to oppose said Agreement.

Sincerely

MOTARR ALLEN SMITH

5/1/45.

DEAR MOLLIE:

I received your note today and for your request I would like to make the following suggestions.

1. Regarding the Consent judgement for Joe Meachum I suggest you get in touch with the Nursing Supervisor in the Medical ~~Department~~ Dept.

2. In regards to Joe Meachum and the agreement of settlement when completed copies will be given to the inmates.

Any further questions please contact me.

MARY DENEHY RNC  
RT 613.