

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

DENNIS E. JONES 'EL, MICHA'EL
JOHNSON, DE'ONDRE CONQUEST,
LUIS NIEVES, SCOTT SEAL, ALEX
FIGUEROA, ROBERT SALLIE, CHAD
GOETSCH, EDWARD PISCITELLO,
QUINTIN L'MINGGIO, LORENZO
BALLI, DONALD BROWN, CHRISTOPHER
SCARVER, BENJAMIN BIESE, LASHAWN
LOGAN, JASON PAGLIARINI, and
ANDREW COLLETTE, and
all others similarly situated,

Plaintiffs,

v.

RICHARD SCHNEITER and
MATTHEW FRANK,

Defendants.

MEMORANDUM

00-C-421-C

This was a class action of prisoners challenging the conditions of confinement at what is now called the Wisconsin Secure Program Facility in Boscobel, Wisconsin. In an order dated October 10, 2001, I granted a motion for a preliminary injunction enjoining prison officials from housing seriously mentally ill prisoners at the facility. Jones 'El v. Berge, 164 F. Supp. 2d 1096, 1126 (W.D. Wis. 2001). In March 2002, I approved a settlement agreement incorporating that prohibition. Dkt. #207. In May 2007, I approved a modified settlement agreement that included the same provision. Dkt. #526. In addition, the new

agreement allowed the Department of Corrections to begin transferring non-seriously mentally ill prisoners to the new general population unit at the Wisconsin Secure Program Facility. Id. at § 7.3. According to its terms, the modified settlement agreement “terminated automatically one year from the date of the Court’s order approving the modifications.” Id. at § 7.4. Since then, there have been no further proceedings in the case.

The court has received a letter from Benjamin Biese, one of the named plaintiffs in the case, who is now housed at the Waupun Correctional Institution. Dkt. #537. Biese asks the court to “remove the October 2001 provision” that prohibits him from being housed at the Wisconsin Secure Program Facility. He says that the PRC coordinator has “indicated an existing court order.” Although Biese’s letter could be clearer, I understand him to be saying that he wants to be transferred to the general population unit at the Wisconsin Secure Program Facility, but prison officials have refused to do so out of a belief that it would violate a court order.

It is not necessary to vacate the 2001 order or the settlement agreement because they are no longer in effect. The preliminary injunction expired when the parties entered into a settlement agreement, International Union, United Auto., Aerospace, Agriculture & Implement Workers of America v. Dana Corp., 697 F.2d 718, 721 (6th Cir. 1983), and the settlement agreement expired in 2008 under its own terms. EEOC v. Local 40, International Association of Bridge, Structural & Ornamental Iron Workers, Joint Apprenticeship Committee, Iron Workers Locals 40 & 361 & Allied Building Metal Industry, 76 F.3d 76, 80-81 (2d Cir. 1996) (court has no authority to enforce expired settlement agreement).

Accordingly, neither this court's orders or the parties' settlement agreements prevent Beise's transfer to the Wisconsin Secure Program Facility. Although I cannot order Biese to be placed at a particular prison, he is free to show this memorandum to prison officials if he believes that they are preventing him from transferring because of a misunderstanding of the law.

Entered this 13th day of December, 2013.

BY THE COURT:

/s/

BARBARA B. CRABB

District Judge