

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
JACKSON DIVISION

conditions, practices and policies of WGYCF, and an order fr



evidence and argument in support of their request for entry of the proposed consent decrees.

6. During the hearing, the Court received the arguments of counsel for the parties, testimony of certain class members, and statements from two parents of children who served sentences at WGYCF. Additionally, the Court reviewed all pleadings filed in this action, including a Report of Investigation of the Walnut Grove Youth Correctional Facility Walnut Grove, Mississippi, conducted by the United States Department of Justice, Civil Rights Division under the authority of the Civil



that these claims or any of the infractions, which clearly violate state and federal law, are forwarded to law enforcement for investigation. In fact, there is no evidence that the allegations of abuse and misconduct even have been forwarded to the Mississippi Department of Human Services, which has the responsibility to investigate allegations of abuse against children.

10. The misconduct is widespread and frequent, and WGYCF is deliberately indifferent to the serious and substantial risk of harm to which these youth are subjected. And to add one final insult to these injuries, State officials repeatedly failed to monitor the contracts with GEO and simply rewarded the company by either extending or offering new contracts, or by not revoking the existing contract despite “systemic, egregious, and dangerous practices exacerbated by a lack of accountability and controls.” [Docket 74-1]. State officials are “aware of and disregard an excessive risk to youth health and safety.” *Id. See, e.g.*, Complaint at ¶ 30 (“[The Commissioner receive[d] reports regarding operations at WGYCF, and has knowledge of all the conditions described in the complaint.”). They have been derelict in their duties and remain deliberately indifferent to the serious medical and mental health needs of the offenders. The sum of these actions and inactions by WGYCF, WGDA, the State, the Department of Corrections, GEO and Health Assurance, L.L.C., paints a picture of such horror as should be unrealized anywhere in the civilized world. Court intervention, as proposed by the parties, is undoubtedly necessary.

11. The settlement agreement “secures an adequate advantage for the class in return for the surrender of litigation rights against the defendants.” *See In re Katrina Canal Breaches Litigation*, 628 F.3d 185, 196 (5th Cir. 2010) (quoting 4 Alba Conte & Herbert Newberg, *Newberg on Class Actions* § 11:46); *Reed v. Gen. Motors Corp.*, 703 F.2d 170, 172 (5th Cir.

1983). Equally important to the Court is the fact that this agreement does not “bar[ ] a member of the Plaintiff class from bringing an individualized suit seeking damages or prospective relief under state and/or federal law.” Nor does the agreement in any way inhibit state and federal authorities from pursuing breaches of state and federal statutes, including criminal law. Certainly, where there is evidence of such violations, law enforcement has the authority, duty and obligation to seek justice. But law enforcement cannot respond unless and until they are

SO ORDERED, ADJUDGED, AND DECREED this Twenty-Sixth day of March 2012.