

STATE OF IDAHO  
COUNTY OF KOOTENAI )SS  
FILED:

2014 AUG -5 PM 2: 38

CLERK DISTRICT COURT

DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

ELDON G. SAMUEL, III	)	
Petitioner,	)	
	)	CASE NO. CV-14-5614
v.	)	
	)	CONSENT DECREE
BEN WOLFINGER,	)	
In his official capacity as the Kootenai	)	
County Sheriff,	)	
Respondent,	)	
AND	)	
	)	
J.T. TAYLOR,	)	
In his official capacity as Director; AND the	)	
KOOTENAI COUNTY DISTRICT I	)	
JUVENILE DETENTION CENTER,	)	
Respondents.	)	

WHEREAS, the Petitioner, Eldon G. Samuel, III, filed on July 11, 2014, a Writ of Habeas Corpus pursuant to the Habeas Corpus and Institutional Litigation Procedures Act, I.C. § 19-4201, *et seq.*, in the First District of the State of Idaho, in and for the County of Kootenai, alleging that Respondent Ben Wolfinger, in his official capacity as Kootenai County Sheriff, violated the Petitioner's rights guaranteed by the Eighth and

CONSENT DECREE

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Fourteenth Amendment of the United States Constitution and by Article I § 6 and 13 of the Idaho Constitution;

WHEREAS, the Petitioner had been arrested on March 24, 2014, and charged with two counts of first degree murder;

WHEREAS, the Petitioner spent March and April of 2014, at the Kootenai County Jail, located at 5500 North Government Way, Coeur d'Alene, Idaho, where, because of his youth, Eldon remained in a in a ten-foot by twelve-foot medical holding cell with no open windows; in complete solitude and strictly segregated from any contact with other inmates;

WHEREAS, the Petitioner, due to these conditions and based on the opinions and no objection from the Respondent Ben Wolfinger in his official capacity as the Kootenai County Sheriff, Arthur Verharen, in his official capacity as Deputy Prosecutor for the County of Kootenai, and Respondent Kootenai County District I Juvenile Detention Center and Respondent J.T. Taylor, Director, was ordered moved to the Region One Juvenile Detention Center located at 210 E Dalton Avenue, Coeur d'Alene, Idaho, on May 19, 2014, and for the following six weeks was afforded treatment more amenable to his circumstances including schooling and physical education, and although he still spent much of his time in solitude he had some contact with other juveniles during scheduled class times;

WHEREAS, on July 1, 2014, First District Judge Simpson revoked the May 19, 2014, order, pursuant to I.C. § 20-509(2), on a finding of no good cause that the Petitioner be housed at the Juvenile Detention Center and further ordered the Petitioner returned to the jail and previous conditions;

WHEREAS, the Respondent, Ben Wolfinger, and the Petitioner, through his agents, attempted to locate another suitable location for the Petitioner's housing but were unable to locate one;

WHEREAS, the Respondent, Ben Wolfinger, in his official capacity as the Kootenai County Sheriff, filed a No Objection to the Petitioner's Writ on July 28, 2014;

WHEREAS, a status conference was held on the Petitioner's Writ on July 29, 2014, and the Petitioner and the Respondents agreed that the Petitioner should be housed at the Juvenile Detention Center, and Arthur Verharen, in his official capacity as Deputy Prosecutor for the County of Kootenai, and Respondent Kootenai County Region I Detention Center, through J.T. Taylor, in his official capacity as Director, did not object to the transfer in housing;

WHEREAS, nothing herein shall constitute an admission of liability;

WHEREAS, the Petitioner and the Respondents have agreed that settlement of this action is in the best interests of the Parties and in the public interest, that the housing of the Petitioner at the District One Juvenile Detention Center, in light of the allegations in the Writ, is the least intrusive means for resolving the issues alleged, that it goes no further than necessary to resolve the issues presented in the Writ;

WHEREAS, the Parties have agreed, and this Court by entering this Consent Decree finds as its Findings of Fact and Conclusions of Law in this matter, that this Consent Decree has been negotiated in good faith and at arm's length and that this Consent Decree is fair, reasonable, in the public interest, and consistent with the goals of the Habeas Corpus and Institutional Litigation Procedures Act, in that it is narrowly drawn to address the Petitioner's allegations of constitutional violations, does not go

further than necessary to resolve the allegations, and that it is the least intrusive means for resolving the constitutional issues alleged;

WHEREAS, the Parties have consented to entry of this Consent Decree without trial of any issues;

WHEREAS, this Court is operating under the requirements of I.C. § 19-4217, and more specifically, I.C. §19-4217(2)(e), which provides that the court shall give *substantial deference* to the discretion of administrators of the institution and/or the correctional facility;

NOW, THEREFORE, without any admission of fact or law,

JUDGMENT IS ENTERED AS FOLLOWS:

#### I. JURISDICTION

Pursuant to Idaho Code § 19-4202 the District Court of Kootenai County has original jurisdiction to consider a petition for writ of habeas corpus in this matter. Idaho Code § 19-4202 states the following:

The following courts of this state shall have original jurisdiction to consider a petition for writ of habeas corpus, grant the writ and/or order relief under this chapter:

- (1) The supreme court; or
- (2) The district court of the county in which the person is detained.

The District Court of Kootenai County has original jurisdiction to consider this petition because the Petitioner is detained in Kootenai County, Idaho. Respondent Ben Wolfinger and Respondent Kootenai County District I Juvenile Detention Center, through J.T. Taylor, Director, consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree. Notwithstanding the foregoing, should this Consent Decree not be entered by this

Court, then the waivers and consents set forth in this Section I (Jurisdiction) shall be null and void and of no effect.

Except as expressly provided for herein, this Consent Decree shall not create any rights in or obligations of any party other than the Parties to this Consent Decree.

## **II. APPLICABILITY**

Upon entry, the provisions of this Consent Decree shall apply to and be binding upon Ben Wolfinger in his official capacity as Kootenai County Sheriff and J.T. Taylor in his official capacity as Juvenile Detention Center Director and any successors, assigns, or other entities or persons otherwise bound by law.

## **III. DEFINITIONS**

Every term expressly defined by this Section shall have the meaning given that term herein. Every other term used in this Consent Decree that is also a term used under the Habeas Corpus and Institutional Litigation Procedures Act shall mean in this Consent Decree what such term means under the Act.

## **IV. TRANSFER**

The transfer of the Petitioner from the adult jail to the detention center shall occur at a mutually acceptable time to the Kootenai County Sheriff's Office and the Juvenile Detention Center but must occur within three (3) days from the Date of Approval by this Court.

## **V. HOUSING**

Commencing upon the successful transfer of the Petitioner to the Juvenile Detention Center pursuant to Section IV (Transfer) and continuing thereafter, the Petitioner shall be housed at the Kootenai County Juvenile Detention Center.

## VI. TRANSPORTATION

Commencing upon the Date of Entry of this Consent Decree and continuing thereafter, the Kootenai County Sheriff's Office shall be responsible for transporting the Petitioner to and from any and all court, medical or other appointments for which transport is required.

## VII. CONFINEMENT

When not expected to sleep, Petitioner may be subject to cell confinement only if Petitioner presents an immediate, serious threat to the safety of others, in which case he may be placed on cell confinement for a time period not to exceed 24 hours.

Confinement as intended by this section shall mean being enclosed in a cell for more than twenty hours a day.

This Section hereby is subject to the provisions of Idaho Code § 20-518.

## VIII. RETENTION OF JURISDICTION

Continuing Jurisdiction. The Court shall retain jurisdiction of this case after entry of this Consent Decree to enforce compliance with the terms and conditions of this Consent Decree, including the use of the Court's contempt of court authority and any other sanction available to the Court, and to take any action necessary or appropriate for its interpretation, construction, execution, modification, or adjudication of disputes. During the term of this Consent Decree, any Party to this Consent Decree may apply to the Court for any relief necessary to construe or effectuate this Consent Decree.

This Decree shall remain in effect until this Court, or another court of competent jurisdiction, otherwise orders, or until judgment is entered in Kootenai County Case No. CR 14-5178, or that case is dismissed and Petitioner is released from custody.

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## **IX. MODIFICATION**

The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all Parties. Where the modification constitutes a material change to any term of this Decree, it shall be effective only upon approval by the Court.

## **X. GENERAL PROVISIONS**

Compliance with the terms of this Consent Decree does not guarantee compliance with all applicable federal, state, or local laws or regulations.

In any subsequent administrative or judicial action initiated by the Parties for injunctive relief or civil penalties relating to the transfer, housing, or transportation service covered by this Consent Decree, the Parties shall not assert any defense or claim based upon principles of waiver, res judicata collateral estoppel, issue preclusion, claim preclusion, or claim splitting, or any other defense based upon the contention that the claims raised by the Plaintiffs in the subsequent proceeding were brought, or should have been brought, in the instant case; provided, however, that nothing in this Paragraph is intended to affect the validity of Section XI (Resolution of Claims).

Nothing in this Consent Decree shall relieve the Parties of their obligations to comply with all applicable federal, state, and local laws and regulations. Nothing contained in this Consent Decree shall be construed to prevent or limit the rights of the Petitioner to obtain penalties or injunctive relief under the Act or other federal, state, or local statutes, or regulations on the basis of

Each requirement established by or under this Decree is a separate, independent requirement.

The Petitioner's attorneys and experts shall be permitted to make all inspections necessary to resolve any questions relevant to this Consent Decree. It is understood by the Respondents that the Petitioner's attorneys have a need to conduct reasonable monitoring of this Consent Decree to ensure continued compliance. Therefore, Respondents must timely produce such records and answer such questions as reasonably requested by Petitioner's attorneys, at no cost to the Petitioner.

This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree, and supersedes all prior agreements and understandings among the Parties related to the subject matter herein. No document, representation, inducement, agreement, or understanding, or promise constitutes any part of this Decree or the settlement it represents, nor shall they be used in construing the terms of this Consent Decree.

Each Party to this action shall bear its own costs and attorneys' fees.

#### **XI. SIGNATORIES AND SERVICE**

Each undersigned representative of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document. This Consent Decree may be signed in counterparts, and such counterpart signature pages shall be given full force and effect. Each Party hereby agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rule 4 of the Idaho Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.



**XII. FINAL JUDGMENT**

Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the Petitioner Eldon Samuel, III, Respondent Ben Wolfinger, and Respondent J.T. Taylor and Respondent Kootenai County District I Juvenile Detention Center.

SO ORDERED, THIS 5 DAY OF AUGUST, 2014.

Lansing L. Haynes  
Lansing L. Haynes, District Judge

CERTIFICATE OF DELIVERY

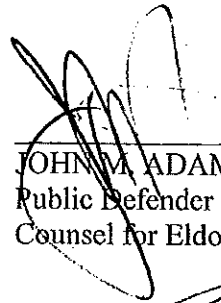
I hereby certify that a true and correct copy of the foregoing was personally served by placing a copy of the same as indicated below on the 5 day of August, 2014, addressed to:


- X Kootenai County Prosecuting Attorney via Interoffice Mail  
P.O. Box 9000  
Coeur d'Alene, Idaho 83816-9000
- X Ben Wolfinger via facsimile 208-446-1407  
Kootenai County Sheriff  
5500 N. Government Way  
Coeur d'Alene, ID 83815
- X Kootenai County Public Defender via Interofficemail  
P.O. Box 9000  
Coeur d'Alene, Idaho 83816-9000
- X JT Taylor Director via facsimile 208-446-1903  
Kootenai County, District I Juvenile  
Detention Center  
210 E. Dalton Ave.  
Coeur d'Alene, Idaho 83815
- X Robert Romero via facsimile 208-664-2193  
Eldon Samuel's Guardian ad Litem  
PO Box 1148  
Coeur d'Alene, Idaho 83816

Jim Brannon  
Clerk of the District Court

By: Heidi Clausen  
Deputy Clerk

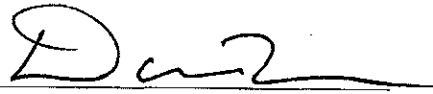
FOR ELDON GALE SAMUEL, III:

 5/14  
JOHN M. ADAMS  
Public Defender  
Counsel for Eldon Gale Samuel, III

 5/14  
Robert Romero  
Eldon Samuel, III's Guardian ad  
Litem

**FOR BEN WOLFINGER, IN HIS CAPACITY AS KOOTENAI COUNTY  
SHERIFF:**

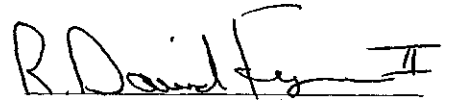
  
BEN WOLFINGER

  
DARRIN MURPHEY  
Counsel for Ben Wolfinger

FOR J.T. TAYLOR IN HIS CAPACITY AS KOOTENAI COUNTY DISTRICT I  
JUVENILE DETENTION CENTER DIRECTOR:

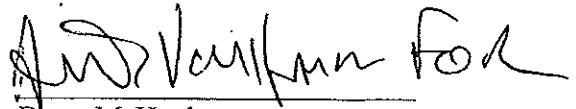


J.T. TAYLOR, Director



DAVID FERGUSON  
Counsel for J.T. Taylor and the  
Kootenai County District I Juvenile  
Detention Center

**FOR BARRY MCHUGH IN HIS CAPACITY AS KOOTENAI COUNTY  
PROSECUTOR:**

A handwritten signature in black ink, appearing to read "Barry McHugh", written over a horizontal line.

Barry McHugh