

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

JAMES HIGGASON,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 1:24-cv-01154-TWP-MKK
	)	
DENNIS REAGLE,	)	
ANDREW COLE,	)	
CHARLIE FOX,	)	
COOPRIDER,	)	
ARAMARK CORRECTIONAL SERVICES LLC,	)	
IDOC,	)	
TRENT ALLEN,	)	
	)	
Defendants.	)	

**ORDER SCREENING COMPLAINT AND DIRECTING FURTHER PROCEEDINGS**

Plaintiff James Higgason is currently incarcerated at Pendleton Correctional Facility ("PCF"). He filed this 42 U.S.C. § 1983 action alleging that Defendants violated his Eighth Amendment rights by depriving him of adequate food, hygiene, and sanitation. Dkt. 2. Because Mr. Higgason is a "prisoner," this Court must screen the complaint before service on the defendants. 28 U.S.C. § 1915A(a), (c).

**I. Screening Standard**

When screening a complaint, the Court must dismiss any portion that is frivolous or malicious, fails to state a claim for relief, or seeks monetary relief against a defendant who is immune from such relief. 28 U.S.C. § 1915A(b). To determine whether the complaint states a claim, the Court applies the same standard as when addressing a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6). *See Schillinger v. Kiley*, 954 F.3d 990, 993 (7th Cir. 2020). Under that standard, a complaint must include "enough facts to state a claim to relief that is

plausible on its face." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). The Court construes *pro se* complaints liberally and holds them to a "less stringent standard than pleadings drafted by lawyers." *Cesal v. Moats*, 851 F.3d 714, 720 (7th Cir. 2017).

## **II. The Complaint**

The Court accepts Mr. Higgason's factual allegations as true at the pleading stage but not his legal conclusions. *See Iqbal*, 556 U.S. at 678 ("we must take all of the factual allegations in the complaint as true," but "we 'are not bound to accept as true a legal conclusion couched as a factual allegation'") (quoting *Twombly*, 550 U.S. at 555)).

Mr. Higgason names seven Defendants: (1) Warden Dennis Reagle; (2) Andrew Cole; (3) Charlie Fox; (4) Coopridier; (5) Aramark Correctional Services LLC; (6) Indiana Department of Correction ("IDOC"); and (7) Warden Trent Allen. Dkt. 2.

Beginning in October 2023, PCF entered a facility-wide lockdown that lasted until January of 2024. *Id.*, ¶ 1. Mr. Higgason and other inmates were restricted from purchasing food and hygiene items and had to rely on Defendants for these items. *Id.*, ¶ 5. Specifically, Defendant Lt. Coopridier was responsible for providing hygiene kits to inmates in "H Cellhouse," where Mr. Higgason was housed during the lockdown. *Id.* ¶ 6. When Mr. Higgason requested a hygiene kit from Lt. Coopridier, he was refused. *Id.* This means that, even though he could shower once or twice a week, he did not have any soap to shower with. *Id.*

Furthermore, the "lockdown meals" were too small to provide adequate nutrition, and the food was consistently spoiled, rotten, and/or contaminated. *Id.*, ¶¶ 7–24. Meals were delivered by inmates who could not comply with food-safety protocols because hygiene and soap products were

not available. *Id.*, ¶ 13. When Mr. Higgason told Defendants Cole, Fox, and Reagle about the condition of the food, they either ignored him or responded, "not my problem" and "this is above me." *Id.*, ¶ 10. Even though Defendants Cole, Fox, and Reagle had the power to intervene in these problems, they "either facilitated it, condoned it, approved it, or turned a blind eye" to the violations. *Id.*, ¶¶ 15–16, 25. Mr. Higgason often became ill due to the condition of the food. *Id.*, ¶ 18.

The IDOC contracted with Aramark to provide food services to inmates at PCF. *Id.*, ¶ 26. Aramark routinely served small food portions, watered down, spoiled and rotten food, and food that lacked sufficient calories and nutrition, to save money. *Id.*, ¶¶ 27–29. Aramark's food during this time did not conform with the IDOC's published dietary menus. *Id.*, ¶ 31.

Defendants Reagle, Cole, and Fox placed restrictions on access to the medical wing during the lockdown, which resulted in limiting documentation of the weight loss and pain and suffering experienced by Mr. Higgason and others. *Id.*, ¶ 44.

During the lockdown, Mr. Higgason suffered weight loss, severe stomach issues, anxiety, and depression. *Id.*, ¶ 46.

Throughout the lockdown, Mr. Higgason notified Defendants Reagle, Cole, and Fox of the food service, sanitation, and hygiene problems noted above. These Defendants all had authority to intervene and correct the problems but chose not to do so.

Mr. Higgason seeks any relief that the Court deems just, and he wants to ensure that no one else at PCF suffers from these conditions in future lockdowns. *Id.* at 7.

### **III. Discussion of Claims**

The action **will proceed** with Eighth Amendment claims against Defendants Reagle, Cole, Fox, Coopridier, and Aramark. These claims will proceed under 42 U.S.C. § 1983. Claims against

Aramark will proceed under the doctrine of *Monell v. Dep't of Soc. Servs.*, 436 U.S. 658 (1978). Mr. Higgason wants to ensure that this does not happen again and in the event of another lockdown, current Warden Trent Allen does not allow similar deprivations to occur. Although the lockdown is now over, the claim for injunctive relief against Warden Allen shall proceed for the present. Additionally, a state-law breach of contract claim shall proceed for the present against Aramark on the theory that Mr. Higgason is a third-party beneficiary to the contract between Aramark and IDOC to provide constitutionally adequate food to inmates. *See Dodd v. Wexford Med. Inc.*, 2021 WL 1634424, at \*4 (N.D. Ind. Apr. 27, 2021) (permitting similar claim to proceed, but noting that plaintiff may not be able to demonstrate that he is an intended beneficiary of the contract); *Harper v. Corizon Health Inc.*, 2018 WL 6019595, at \*8-9 (S.D. Ind. Nov. 16, 2018) (dismissing a breach of contract claim against Corizon on summary judgment because the plaintiff did not demonstrate that he was a third-party beneficiary of the contract between Corizon and the IDOC).

Claims against the IDOC are **dismissed**. The IDOC, as an agency of the State of Indiana, is immune to suits for damages under the Eleventh Amendment. *See Nuñez v. Indiana Dep't of Child Servs.*, 817 F.3d 1042, 1044 (7th Cir. 2016); *Joseph v. Board of Regents of Univ. of Wis. Sys.*, 432 F.3d 746, 748 (7th Cir. 2005).

The claims discussed herein are the only claims the Court identified in the complaint. If Mr. Higgason believes he asserted additional claims that were not discussed by the Court, he must notify the Court no later than **June 30, 2025**.

#### **IV. Conclusion and Service of Process**

The action will proceed with the Eighth Amendment claims against Defendants Dennis Reagle, Andrew Cole, Charlie Fox, Coopridier, Trent Allen (for injunctive relief), and Aramark.

The **clerk is directed** to terminate defendant IDOC on the docket.

The **clerk is directed** to issue process to Defendants electronically in the manner specified by Rule 4(d). Process will consist of the complaint, dkt. [2], applicable forms (Notice of Lawsuit and Request for Waiver of Service of Summons and Waiver of Service of Summons), and this Order.

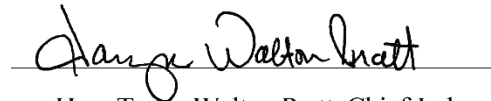
The **clerk is directed** to send a courtesy copy of this Order to attorney Chris Cody.

Mr. Higgason's motion for clarification, dkt. [7], is **granted** to the extent that, although this case is related to cases filed by other inmates,<sup>1</sup> he is responsible for all filings in this case. The Court will only rule on motions filed by Mr. Higgason in this case.

Nothing in this Order prohibits the filing of a proper motion pursuant to Rule 12 of the Federal Rules of Civil Procedure.

**IT IS SO ORDERED.**

Date: 5/30/2025



Hon. Tanya Walton Pratt, Chief Judge  
United States District Court  
Southern District of Indiana

Distribution:

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PENDLETON - CF  
PENDLETON CORRECTIONAL FACILITY  
Electronic Service Participant – Court Only

Electronic service to Indiana Department of Correction employees:

Dennis Reagle  
Andrew Cole  
Charlie Fox  
Coopriider  
Trent Allen (All at Pendleton Correctional Facility)

ARAMARK CORRECTIONAL SERVICES, LLC  
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<sup>1</sup> See Case Numbers 1:24-cv-00292-TWP-MKK; 1:24-cv-01153-TWP-MKK; and 1:24-cv-00303-TWP-MKK.

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