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EMILY B. WARTH
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D. GILBERT SCHUETTE

FRANK W. HUNGER[†]

[†]Also licensed in District of Columbia and Mississippi

July 1, 2013

Andrew C. Clarke
Law Office of Andrew C. Clarke
6250 Poplar Avenue, Second Floor
Memphis, Tennessee 38119

Re: Tennessee Public Records Act request

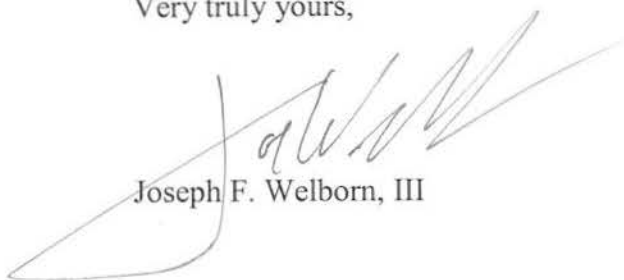
Dear Andy:

Enclosed please find a copy of settlement agreements that CCA is required to produce for the requested time period. CCA was unable to locate eight (8) of the settlement agreements or verdict forms for the time period. Nevertheless, because CCA is aware of these cases and for this particular production only and without waiving its rights going forward, CCA is providing information as to them below:

Facility	Matter Name	Nature of Action	Date of Loss	Settlement	Date Resolved	Form of Resolution
Hardeman Co. Correctional	Johnston, Joseph v CCA	False Arrest/Imprisonment	12/11/1999	1,000.00	7/19/2002	Settlement
Hardeman Co. Correctional	Key, Samuel L. v Governor Don Sundquist	False Arrest/Imprisonment	02/01/2001	3,000.00	12/21/2004	Judgment
Hardeman Co. Correctional	Kiningham, Dean v Larry Craven,	Religion	01/19/2001	750.00	08/05/2002	Settlement
Hardeman Co. Correctional	Willis, Rosetta v Mike Settle, CCA	Escape	08/16/1999	603,290.46	03/21/2005	Judgment
Metro-Davidson Co. Detention	Carver, Janelle v CCA	Employee/Harass/Sex	07/28/1998	25,000.00	03/21/2003	Settlement
Shelby Training Center	Chandler, Tony v CCA	Assault-Emp on Emp	07/20/2001	7,000.00	11/07/2003	Settlement
Tall Trees	Williams, Patrick and Dildred, et al	Auto Injury	06/01/1999	100,000.00	09/11/2003	Settlement
Metro-Davidson Co.	Williams, Lachaunti	Medical		10,000.00	10/14/2005	Settlement

Andy Clarke
July 1, 2013
Page 2

Very truly yours,

A handwritten signature in black ink, appearing to read 'JFW', with a large, sweeping flourish extending to the right and then looping back down and left.

Joseph F. Welborn, III

JFW/pkg
Enclosures

98323

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

The following is a Confidential Settlement Agreement and Release of All Claims (hereinafter "Agreement") by and between Teresa Allen (hereinafter "Plaintiff") and Hamilton County, Tennessee (and any and all political subdivisions thereof) and Corrections Corporation of America (and their current or former officers, directors, agents, employees, stockholders, divisions, attorneys, successors, affiliates, subsidiaries, surviving company or companies by reason of any merger or acquisition, heirs, executors, administrators, spouses, and assigns) (collectively "Defendants") regarding any and all past and present claims and their future effects that have arisen or could arise out of Plaintiff's incarceration at the Silverdale Detention Center and the treatment that she received from Defendants during that period of incarceration.

WITNESSETH:

WHEREAS, Plaintiff filed a civil action against Defendants, which civil action is currently pending in the Circuit Court of Hamilton County, Tennessee, bearing docket number 03-C-1178 and styled Teresa Allen v. Hamilton County, Tennessee and Corrections Corporation of America, (the "Civil Action"); and

WHEREAS, Plaintiff and Defendants now desire to resolve by compromise and settlement all claims sought to be enforced by Plaintiff against Defendants in the Civil Action, all claims which were or might have been made against Defendants in the Civil Action, as well as all claims in any manner arising from or connected with Plaintiff's incarceration at the Silverdale Detention Center and the treatment that she received from Defendants during that period of incarceration.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, Plaintiff and Defendants do hereby agree as follows:

1. **Settlement Amount.** In consideration for this Agreement, Defendants agree to pay the total amount of Sixty Two Hundred Fifty and No/100 (\$6,250.00) Dollars by check made payable to Teresa Allen and Copeland, Whittenburg & Meeks, which amount represents compensatory damages for personal injury claimed by Plaintiff as well as attorney fees. It is agreed that this check encompasses the total monetary consideration to be paid by Defendants to Plaintiff for this settlement, and is paid in full, final and complete settlement of all claims that were or could have been asserted by Plaintiff in the aforementioned Civil Action or in any other litigation. The parties agree that this amount does not represent lost wages, and that no payroll taxes will be withheld from this payment. Plaintiff agrees to accept all responsibility for paying the appropriate taxes, penalties and interest that may be assessed as a result of the payment of this amount to her by Defendants.

2. **Confidentiality.** Plaintiff agrees to keep completely confidential the amount and terms of this Agreement and the circumstances giving rise to this Agreement, and will not disclose, directly or indirectly, any such information to any person or entity with the



exception that she may disclose information regarding this Agreement to her attorneys and to a professional tax advisor or tax return preparer for the limited purpose of obtaining advice regarding or preparing such tax return or returns as may be necessary. In the event that Plaintiff makes such limited disclosure to such persons as are authorized by this Agreement, she shall affirmatively instruct such persons to abide strictly by the conditions of confidentiality imposed hereunder. In the event that Plaintiff is asked about her claims against Defendants by some person or entity other than those specified in this paragraph, Plaintiff is authorized to divulge only that such claims have been resolved. Plaintiff further recognizes and acknowledges that strict confidentiality is of the essence of this Agreement, and that Defendants would suffer immediate and irreparable harm in the event of any breach of that confidentiality. In the event of a breach of this confidentiality provision, this Settlement Agreement shall not be void; however, Defendants may bring an action in a Court of appropriate jurisdiction to enforce the confidentiality provisions and to recover appropriate damages, attorney fees and costs.

3. **General Release.** Plaintiff, for and on behalf of himself, individually, and her heirs, executors, trustees, administrators, representatives and assigns, hereby fully, finally, completely, and forever RELEASES Defendants (including, without limitation, Hamilton County, Tennessee, Corrections Corporation of America, and CCA of Tennessee, Inc.) from any and all claims and causes of action under any federal, state or local statute, ordinance, or under the common law, which she has or might have against Defendants, including, without limitation, any claim based on express or implied contract; any claims of promissory estoppel; any action arising in tort, including, but in no way limited to, medical malpractice, libel, slander, defamation, intentional infliction of emotional distress, outrageous conduct or negligence; any claim for wrongful discharge, any constitutional claims, including any claim pursuant to 42 U.S.C. Section 1983, or any claim under all laws relating to the violation of public policy, retaliation or compensation; any claims arising under disability discrimination, including the Americans with Disabilities Act; any whistle-blower claims; or any claims under other applicable federal, state or local law, regulation, ordinance or order, at common law or otherwise arising out of Plaintiff's incarceration at the Silverdale Detention Center and treatment that she received while incarcerated there, which Plaintiff now has, owns or holds, or claims to have, own or hold, or which she at any time heretofore had, owned or held, or claimed to have, own or hold against Defendants. Plaintiff further releases Defendants from all claims which were alleged or which could have been alleged by Plaintiff against Defendants for any and all injuries, harm, damages, lost wages, medical expenses, penalties, costs, losses, expenses, attorney fees, and/or liability or other detriment, if any, whatsoever and whenever incurred, suffered or claimed by Plaintiff as a result of any and all alleged acts, omissions, or events arising from or in any way connected with any communications, negotiations, dealings, treatment and compensation between Plaintiff and Defendants that have or may have occurred from the beginning of time to the effective date of this Agreement.

4. **Final Order.** The parties agree that, commensurate with the execution of this Agreement, Plaintiff, through her attorneys of record in the Civil Action, shall cause to be entered an Order in the Circuit Court of Hamilton County, Tennessee, reciting the fact that all claims asserted by her in the Civil Action have been resolved, dismissing such claims on the merits and with prejudice.

5. **Disclaimer of Liability.** Plaintiff acknowledges that Defendants' payment of the sum described in paragraph 1 does not constitute and shall not be construed as an admission of any acts of discrimination, retaliation, misconduct, or negligence whatsoever against Plaintiff or any other person, and Defendants specifically disclaim any liability to, discrimination, retaliation, misconduct, or negligence against Plaintiff or any other person, on the part of themselves, their employees, or their agents, and the above-described payment is made in order to compromise and settle an unliquidated obligation which has been disputed by Defendants. Defendants expressly deny the claims made or which could have been made by Plaintiff.

6. **Tax Consequences of Settlement Payment.** The settlement amount referenced in paragraph 1 represents attorney fees and compensatory damages for personal injury. This payment does not represent lost wages. Consequently, Defendants are under no obligation to withhold taxes on this payment. In the event any taxes, penalties or liabilities of any kind are owed, assessed or incurred by Defendants on this payment, Plaintiff hereby agrees that such taxes, penalties, or liabilities will be her sole responsibility and she will fully and completely indemnify and hold harmless Defendants for such taxes, penalties or liabilities, and that Defendants will not be liable for the payment of any taxes, penalties, or liabilities on her behalf. Defendants will issue appropriate 1099 forms to Plaintiff and her attorney. Nothing herein shall be construed or relied upon as advice or opinion by or on behalf of Defendants regarding the tax treatment of the settlement payment, and Plaintiff hereby expressly acknowledges that she will rely solely on her own accountant, attorney or advisor for such advice or opinion.

7. **Complete Defense and Indemnification.** Plaintiff acknowledges and agrees that this Agreement may be used by Defendants as a complete defense to any past, present, or future claim or entitlement which Plaintiff has against Defendants for or on account of any matter or thing whatsoever arising out of her relationship with Defendants and which has been set forth herein. Plaintiff also understands and agrees to indemnify Defendants for any costs, damages, and attorney fees which it may incur in defending or prosecuting claims arising out of or caused by Plaintiff's breach of this Agreement. Defendants understand and agree to indemnify Plaintiff for any costs, damages, and/or attorney fees which she may incur in defending or prosecuting any claims arising out of or caused by Defendants' breach of this Agreement.

8. **Full Knowledge and Volition.** Plaintiff represents and acknowledges that, in executing this Agreement, she does not rely and has not relied upon any other representation or statement made by Defendants or by any of Defendants' agents, representatives, or attorneys with regard to the subject matter, basis, or fact of this Agreement (other than the payment of the settlement amounts stated in paragraph 1 herein). Plaintiff further represents and acknowledges that she has thoroughly discussed all aspects of this Agreement with her attorneys, that she has carefully read and understands all of the provisions of this Agreement, and that she is voluntarily entering into this Agreement. Plaintiff acknowledges and confirms that the only consideration for her signing this Agreement are the terms and conditions stated in this Agreement, that no other promise or agreement of any kind, except those set forth in this Agreement, has been made to her by any person to cause her to sign this document.

9. **No Assignment.** Plaintiff represents and warrants that she is the sole owner of and has not sold, pledged, assigned, granted or otherwise transferred part or all of any claims that have or could have been pursued by Plaintiff against Defendants.

10. **Governing Law.** This Agreement is made and delivered in the State of Tennessee, and shall in all respects be interpreted, enforced, and governed under the laws of said state.

11. **Severability of Provisions.** The parties agree that, should any part, term or provision of this Agreement be declared or determined by any agency or court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

12. **Complete Agreement.** This Agreement contains the entire agreement between Plaintiff and Defendants, and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. This Agreement supersedes any other agreement, either oral or in writing, between the parties. There will also be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

WHEREFORE, the undersigned have caused this Confidential Settlement Agreement and Release to be executed on the dates indicated below.

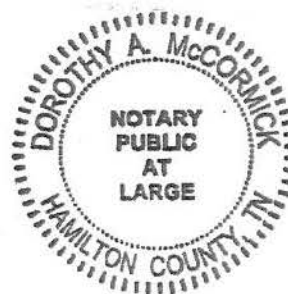
By: Teresa Allen
Teresa Allen

Date: 5/23/05

Sworn to and subscribed before
me this 23 day of May, 2005.

Dorothy A. McCormick
Notary Public

My Commission Expires December 21, 2008



Hamilton County, Tennessee and Corrections
Corporation of America

By: Steve H. [Signature]
Title: Deputy General Counsel
Date: 6-3-05

Sworn to and subscribed before
me this 3rd day of JUNE, 2005.

[Signature]
Notary Public

My Commission Expires: January 27, 2007

FINAL RELEASE AND SETTLEMENT AGREEMENT

1. For the sole consideration of Three Hundred Fifty-Nine Thousand and 00/100 (\$359,000.00) Dollars which is sufficient, satisfactory and accepted by William Bass, individually and as natural parent having sole custody and being the legal guardian of Alex Bass, and Forty-One Thousand and 00/100 (\$41,000.00) Dollars which is sufficient, satisfactory and accepted by Methodist Healthcare, they do hereby forever and absolutely release, acquit and discharge Corrections Corporation of America, Danny Scott, Glenn Harris, Albert Jones and Shelby County, Tennessee, and their heirs, personal and elected representatives, agents, servants, employees, successors and assigns from any and all liability whether in contract or in tort for any and all injuries, damages, claims, losses or demands of whatsoever kind, type and character which may have been sustained, experienced or incurred by Alex Bass or by the death of Alex Bass, whether known or unknown at this time, and whether in existence or not in existence at this time, or which may develop, appear or other consequences in the future or arise or appear in the future, all allegedly arising from negligent acts and/or omissions, accident, event, breach of contract, service or occurrence which occurred on February 14, 2003 in Shelby County, Tennessee as to the death and/or medical care of Alex Bass.

2. Corrections Corporation of America, Danny Scott, Glenn Harris, Albert Jones and Shelby County, Tennessee, and their heirs, personal and elected representatives, agents, servants, employees, successors and assigns, hereby do not admit any liability to William Bass or Methodist Healthcare, but to the contrary do specifically deny that they are in any way liable to William Bass or Methodist Healthcare, for any sum whatsoever and specifically deny that they are in any way guilty of any tort, breach of contract, negligent act or omission. It is understood and agreed that the payment of the hereinabove described consideration is not to be construed as an admission of liability on the part of the Corrections Corporation of

America, Danny Scott, Glenn Harris, Albert Jones and Shelby County, Tennessee, and their heirs, personal and elected representatives, agents, servants, employees, successors and assigns, and Corrections Corporation of America, Danny Scott, Glenn Harris, Albert Jones and Shelby County, Tennessee vigorously maintain that they acted appropriately and in a reasonable manner. Any payment made hereunder is in compromise and settlement of the parties' claims, which are not admitted.

3. It is agreed and understood by the parties hereto that the suits styled "William Bass, individually and as next of friend of Alex Eugene Bass, deceased v. Corrections Corporation of America, et al." pending in the Circuit Court, at Shelby County, Tennessee, No. CT-005752-03, and "Methodist Healthcare v. David and William Bass; William Bass v. Shelby County and CCA" pending in the Chancery Court, at Shelby County, Tennessee, No. CH-06-0446, will be, as part of the consideration for this Final Release and Settlement Agreement, dismissed with prejudice by the appropriate Orders executed by the undersigned and their attorneys and entered and filed with the appropriate Court.

4. The undersigned William Bass, hereby promises, declares and confirms that the terms of this Final Release and Settlement Agreement, have been completely read by him and the terms and provisions thereof are fully understood and are voluntarily accepted by him as in his best interest individually and as natural parent having sole custody and being the legal guardian of Alex Bass and for the Estate of Alex Bass for the purposes of making a full and final compromise adjustment and settlement of any and all claims he, in any capacity, may have against Corrections Corporation of America, Danny Scott, Glenn Harris, Albert Jones and Shelby County, Tennessee and their heirs, personal and elected representatives, agents, servants, employees, successors and assigns. The undersigned Methodist Healthcare, hereby promises, declares and confirms that the terms of this Final Release and Settlement

Agreement, have been completely read by them and the terms and provisions thereof are fully understood and are voluntarily accepted by them as in their best interest for the purposes of making a full and final compromise adjustment and settlement of any and all claims they may have against Corrections Corporation of America and Shelby County, Tennessee and their heirs, personal and elected representatives, agents, servants, employees, successors and assigns.

5. The said William Bass, does hereby promise, declare and confirm that he has had legal counsel, legal advise, recommendations and legal services of legal counsel in the person of Ronald Krelstein, Attorney at Law, of Germantown, Shelby County, Tennessee, and that said attorney has counseled and advised him in connection with the suit that he individually, and as natural parent having sole custody and being the legal guardian of Alex Bass, previously instituted against Corrections Corporation of America, Danny Scott, Glenn Harris, and Albert Jones, and that said attorney has also specifically counseled and advised him in connection with his decision whether to accept this settlement and sign this Final Release and Settlement Agreement and said attorney has fully explained the terms, provisions, legal effect, legal ramifications and finality of this Final Release and Settlement Agreement and the results of the execution thereof by him and said attorney has fully advised him and explained to him all of his rights regarding any claims and suit against Corrections Corporation of America, Danny Scott, Glenn Harris, Albert Jones and Shelby County, Tennessee and their heirs, personal and elected representatives, agents, servants, employees, successors and assigns in any capacity. William Bass, individually, and as natural parent having sole custody and being the legal guardian of Alex Bass understands that upon the execution of this Final Release and Settlement Agreement all of his claims or any parties claims concerning the injuries and death of Alex Bass against Corrections Corporation of America, Danny Scott,

Glenn Harris, Albert Jones and Shelby County, Tennessee and their heirs, personal and elected representatives, agents, servants, employees, successors and assigns will be forever released, barred, discharged, acquitted and terminated.

6. The undersigned William Bass, agrees that he will accept a draft in the amount of Three Hundred Fifty-Nine Thousand and 00/100 (\$359,000.00) Dollars, payable to William Bass, individually, and as natural parent having sole custody and being the legal guardian of Alex Bass, and his attorney, Ronald Krelstein, in full and final settlement, satisfaction and payment of the consideration for this Final Release and Settlement Agreement as hereinabove set forth and understood that the settlement draft will be delivered to his attorney, Ronald Krelstein, at or after the time of the execution of this Final Release and Settlement Agreement. The undersigned Methodist Healthcare, agrees that they will accept a draft in the amount of Forty-One Thousand and 00/100 (\$41,000.00) Dollars, payable to Methodist Healthcare/Revenue Assurance, in full and final settlement, satisfaction and payment of the consideration for this Final Release and Settlement Agreement as hereinabove set forth and understood that the settlement draft will be delivered to them, at or after the time of the execution of this Final Release and Settlement Agreement. The parties agree that this Agreement may be executed in multiple counterparts, each of which shall be considered an original instrument, but all of which together shall be considered one and the same instrument.

7. The undersigned William Bass, Methodist Healthcare, and Methodist Healthcare/Revenue Assurance covenants, agrees and understands that, as part of the consideration for this settlement and the execution of this Final Release and Settlement Agreement the terms and provisions of this settlement and the fact thereof are to be regarded as confidential and shall not be disclosed or publicized to any third party whomever including,

but not limited to, the news media and agree they will always refrain from disclosing and revealing to any third party, including, but not limited to, the news media, any of the terms and provisions of this settlement and the fact thereof and this Final Release and Settlement Agreement. Further, the undersigned William Bass and Methodist Healthcare, covenants, agrees and understands that the terms and provisions of this settlement and the fact thereof are to be regarded as confidential and shall not be disclosed by any of their agents, assigns, servants, relatives, and representatives including, but not limited to, their attorneys or any one acting on their behalf. Should William Bass and Methodist Healthcare or their attorneys be asked about the outcome of these cases, William Bass and Methodist Healthcare and/or their attorneys are limited to disclosing that "the case has been resolved" or "the case has been dismissed with prejudice." Nothing in this Paragraph shall prevent William Bass and Methodist Healthcare from disclosing to their attorneys and/or tax advisors and/or financial advisors the fact of this Settlement and Release, but said attorneys and/or tax advisors and/or financial advisors are also bound by the terms of this Paragraph. Further, it is William Bass' and Methodist Healthcare's duty and responsibility to advise their attorneys, tax advisors and/or financial advisors that this Settlement and Release is confidential in nature. Nothing in this Paragraph prevents William Bass and Methodist Healthcare and/or their attorneys from disclosing the terms of this Settlement as may be required by a Court Order, but William Bass and Methodist Healthcare and their attorneys agree to seek to have the Court (whether federal or state) keep the fact and amount of the Settlement under seal. Should William Bass, Methodist Healthcare and/or Methodist Healthcare/Revenue Assurance disclose or attempt to disclose any matter that the parties have hereinabove agreed to keep confidential, then Corrections Corporation of America shall have the right to seek injunctive relief, in addition to monetary damages.

8. The undersigned, William Bass and Methodist Healthcare, further understand, declare and agree that no other promise, inducement or agreement not herein expressed has been made to them and that this Final Release and Settlement Agreement contains the entire agreement between the parties hereto and that the terms of this Final Release and Settlement Agreement are contractual and not merely recital; and this Final Release and Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee. The parties further agree that Corrections Corporation of America and/or Shelby County, Tennessee are in no way Alex Bass' insurer or an entity responsible for paying decedent's medical expenses under a primary plan. The parties also agree that no "plan," "primary plan," "self insurance plan," or "arrangement for paying medical expenses" exists between the parties.

9. That the undersigned, William Bass and Methodist Healthcare, warrants that they have or will satisfy any and all claims of third parties, including but not limited to, claims for subrogation, unpaid medical bills, intestate rights or otherwise by settlement, payment or other forms of satisfaction and that the undersigned's will indemnify and save harmless said Corrections Corporation of America, Danny Scott, Glenn Harris, Albert Jones and Shelby County, Tennessee and their heirs, personal and elected representatives, agents, servants, employees, successors and assigns of and from any and every claim or demand of every kind or character, which may be asserted by reason of said injuries or the effects or consequences thereof whether by tort of contract or by third parties claiming by or through Alex Bass, William Bass and Methodist Healthcare, either individually or as to the wrongful death or Estate of Alex Bass. William Bass and Methodist Healthcare expressly agree that they are solely responsible for the payment of any and all applicable federal and/or state income taxes that may be due and owing as a result of this settlement and the payment to each party

as stated above. William Bass and Methodist Healthcare specifically agree to hold Corrections Corporation of America, Danny Scott, Glenn Harris, Albert Jones and Shelby County, Tennessee and their heirs, personal and elected representatives, agents, servants, employees, successors and assigns harmless and to indemnify them for any and all claims for unpaid taxes that might be brought against them as a result of this settlement. Further, William Bass and Methodist Healthcare specifically agree that they will cooperate with, and cause to be executed, any necessary paperwork, documents or items necessary to effectuate the terms of this Final Release and Settlement Agreement, including but not limited to, agreeing to open and administer an Estate in the name of Alex Bass, should such proceeding be deemed necessary by any party.

10. The undersigned releases and discharges the released parties from all liability for contribution or non-contractual indemnity to any other tortfeasor, and agrees to make whole, save harmless and indemnify the released parties for all expenses incurred and amounts paid, including costs and attorney's fees, on account of or arising out of any claim against the released parties for contribution or non-contractual indemnity by any tortfeasor.

11. It is further understood and agreed that, pursuant to the provisions of the Rules of Evidence, including but not limited to Rule 408, this Settlement Agreement and Release shall not be admitted into evidence against the parties. The Parties may use this Compromise Settlement Agreement and Release in evidence in defense of any suit or claim brought or asserted against any party to show accord and satisfaction of the dispute or claims.

IN WITNESS WHEREOF, William Bass and Methodist Healthcare, have hereunto voluntarily signed this Final Release and Settlement Agreement for the purposes mentioned above and have done so in the presence of two witnesses whose names and

addresses appear beneath their signatures, and do hereby promise, confirm and state that they have read this Final Release and Settlement Agreement before executing it and have had it fully explained to us understanding and entire satisfaction by their attorneys.

This the 28 day of December, 2006.

William S. Bass
WILLIAM BASS, Individually and as natural parent and as sole and legal guardian of Alex Bass and for the Estate of Alex Bass

ACKNOWLEDGMENT

STATE OF TENNESSEE:

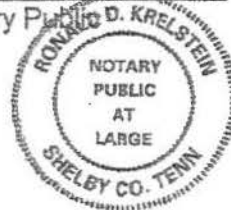
COUNTY OF Shelby:

PERSONALLY appeared before me a Notary Public, in and for the county and state above mentioned, the within named William Bass who was personally known to me, and who upon his oath stated that he has read the foregoing Final Release and Settlement Agreement and were/was executing it as his free and voluntary act and deed and then did in my presence proceed to execute the foregoing Final Release and Settlement Agreement.

WITNESS my hand and Notarial Seal at office in said county and state on this the 28 day of December, 2006.

Ronald D. Krelstein

Notary Public



My Commission Expires:

Sept 16, 2009

METHODIST HEALTHCARE

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TENNESSEE:

COUNTY OF _____:

PERSONALLY appeared before me a Notary Public, in and for the county and state above mentioned, the named _____, being the proper corporate and legal representative of Methodist Healthcare having the corporate capacity to execute said document, and who upon their oath stated that they have read the foregoing Final Release and Settlement Agreement and were/was executing it as their free and voluntary act and deed and then did in my presence proceed to execute the foregoing Final Release and Settlement Agreement.

WITNESS my hand and Notarial Seal at office in said county and state on this the ___ day of _____, 2006.

Notary Public

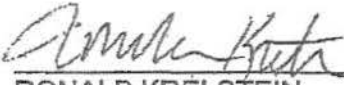
My Commission Expires:

CERTIFICATION

I, Ronald Krelstein, Attorney for William Bass, and a member of the Shelby County Bar, have read the foregoing Final Release and Settlement Agreement and have approved the same on behalf of my client, William Bass, and I hereby certify that I have counseled with the said William Bass on all issues pertaining to the settlement of the claims and matters mentioned herein and all matters pertaining to the execution of this Final Release and Settlement Agreement and have explained the legal effects and legal ramifications thereof to them and I do hereby certify that I secured their voluntary execution of this Final Release and Settlement Agreement as evidenced by their signatures hereinabove appearing.

This the 16 day of Jan, 2008

RONALD KRELSTEIN

By: 
RONALD KRELSTEIN
Attorney for William Bass

CERTIFICATION

I, Ronald Krelstein, Attorney for William Bass, and a member of the Shelby County Bar, have read the foregoing Final Release and Settlement Agreement and have approved the same on behalf of my client, William Bass, and I hereby certify that I have counseled with the said William Bass on all issues pertaining to the settlement of the claims and matters mentioned herein and all matters pertaining to the execution of this Final Release and Settlement Agreement and have explained the legal effects and legal ramifications thereof to them and I do hereby certify that I secured their voluntary execution of this Final Release and Settlement Agreement as evidenced by their signatures hereinabove appearing.

This the ___ day of _____, 2006.

RONALD KRELSTEIN

By:

RONALD KRELSTEIN
Attorney for William Bass

CERTIFICATION

I, Bill Wade, Attorney for Methodist, and a member of the Shelby County Bar, have read the foregoing Final Release and Settlement Agreement and have approved same on behalf of my client, Methodist Healthcare, and I hereby certify that I have counseled with the said Methodist Healthcare, on all issues pertaining to the settlement of the claims and matters mentioned therein and all matters pertaining to the execution of this Final Release and Settlement Agreement and have explained the legal effects and legal ramifications thereof to them and I do hereby certify that I secured their voluntary execution of this Final Release and Settlement Agreement as evidenced by their signatures hereinabove appearing.

This the ___ day of _____, 2006.

BILL WADE

By:

BILL WADE
Attorney for Methodist Healthcare

RELEASE

In consideration for the payment by Corrections Corporation of America to Philip Dowell ("Plaintiff") of the amount of One Thousand Two Hundred Dollars (\$1,200.00) after the execution of this release, Plaintiff hereby releases and forever discharges Corrections Corporation of America and the Metropolitan Government of Nashville Davidson County, Tennessee ("Defendants") and their agents, officers, directors, successors and assigns from any causes of action of any kind, known and unknown, that he now has or hereafter may have against Defendants, including but not limited to those claims asserted or that could have been asserted in the civil action entitled Philip Dowell v. Corrections Corporation of America and the Metropolitan Government of Nashville Davidson County, Tennessee, Eighth Circuit Court for Nashville, Davidson County, Tennessee, Case No. 01C-1967 (the "Litigation"). This release expresses a full and complete release of a liability claimed and denied, regardless of the adequacy of the above consideration. Plaintiff further agrees to a dismissal of the Litigation with prejudice.

Plaintiff agrees that the construction, interpretation and enforcement of this Release shall be governed by Tennessee law. Plaintiff further agrees and stipulates that any cause of action regarding the validity, construction or interpretation of this Release shall be brought only in the Chancery Court for Davidson County, Tennessee.

Plaintiff hereby acknowledges that he has read and understands the terms of this release.

Philip Dowell
PHILIP DOWELL

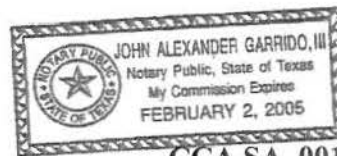
STATE OF ~~TENNESSEE~~ ^{TEXAS})
COUNTY OF COLLIN)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Philip Dowell, with whom ~~I am personally acquainted~~ or proven to me on the basis of satisfactory evidence, who acknowledged that he has executed the foregoing instrument of his own free will, and that he did so for the purposes and considerations therein expressed.

Sworn to and subscribed before me on this 11th day of December, 2002.

John Alexander Garrido, III
Notary Public [SEAL]

My commission expires:
2/2/05



**CONFIDENTIAL SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

The following is a Confidential Settlement Agreement and Release of All Claims (hereinafter "Agreement") by and between Katie J. Farr (hereinafter "Plaintiff") and Corrections Corporation of America (and their current or former officers, directors, agents, employees, stockholders, divisions, attorneys, successors, affiliates, subsidiaries, surviving company or companies by reason of any merger or acquisition, heirs, executors, administrators, spouses, and assigns) and Hamilton County, Tennessee (and any and all political subdivisions thereof) (collectively "Defendants") regarding any and all past and present claims and their future effects that have arisen or could arise out of Plaintiff's incarceration at the Silverdale Detention Center and the treatment that she received from Defendants during that period of incarceration.

WITNESSETH:

WHEREAS, Plaintiff filed a civil action against Defendants, which civil action is currently pending in the Circuit Court of Hamilton County, Tennessee, bearing docket number 05-C-753 and styled Katie J. Farr v. Corrections Corporation of America d/b/a Silverdale Detention Facility, (the "Civil Action"); and

WHEREAS, Plaintiff and Defendants now desire to resolve by compromise and settlement all claims sought to be enforced by Plaintiff against Defendants in the Civil Action, all claims which were or might have been made against Defendants in the Civil Action, as well as all claims in any manner arising from or connected with Plaintiff's incarceration at the Silverdale Detention Center and the treatment that she received from Defendants during that period of incarceration.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, Plaintiff and Defendants do hereby agree as follows:

1. **Settlement Amount.** In consideration for this Agreement, Defendants agree to pay the total amount of Twelve Thousand Five Hundred (\$12,500.00) Dollars which amount represents compensatory damages for personal injury claimed by Plaintiff as well as attorney fees. This amount will be paid by check made payable to Katie J. Farr in the amount of Eight Thousand Three Hundred Thirty Three and 33/100 (\$8,333.33) Dollars and check made payable to Michael M. Raulston in the amount of Four Thousand One Hundred Sixty Six and 67/100 (\$4,166.67) Dollars. It is agreed that these checks encompass the total monetary consideration to be paid by Defendants to Plaintiff for this settlement, and are paid in full, final and complete settlement of all claims that were or could have been asserted by Plaintiff in the aforementioned Civil Action or in any other litigation. The parties agree that this amount does not represent lost wages, and that no payroll taxes will be withheld from this payment. Plaintiff agrees to accept all responsibility for paying the appropriate taxes, penalties and interest that may be assessed as a result of the payment of this amount to her by Defendants.



2. **Confidentiality.** Plaintiff agrees to keep completely confidential the amount and terms of this Agreement and the circumstances giving rise to this Agreement, and will not disclose, directly or indirectly, any such information to any person or entity with the exception that she may disclose information regarding this Agreement to her attorneys and to a professional tax advisor or tax return preparer for the limited purpose of obtaining advice regarding or preparing such tax return or returns as may be necessary. In the event that Plaintiff makes such limited disclosure to such persons as are authorized by this Agreement, she shall affirmatively instruct such persons to abide strictly by the conditions of confidentiality imposed hereunder. In the event that Plaintiff is asked about her claims against Defendants by some person or entity other than those specified in this paragraph, Plaintiff is authorized to divulge only that such claims have been resolved. Plaintiff further recognizes and acknowledges that strict confidentiality is of the essence of this Agreement, and that Defendants would suffer immediate and irreparable harm in the event of any breach of that confidentiality. In the event of a breach of this confidentiality provision, this Settlement Agreement shall not be void; however, Defendants may bring an action in a Court of appropriate jurisdiction to enforce the confidentiality provisions and to recover appropriate damages, attorney fees and costs.

3. **General Release.** Plaintiff, for and on behalf of herself, individually, and her heirs, executors, trustees, administrators, representatives and assigns, hereby fully, finally, completely, and forever RELEASES Defendants (including, without limitation, Hamilton County, Tennessee, Corrections Corporation of America, and CCA of Tennessee, Inc.) from any and all claims and causes of action under any federal, state or local statute, ordinance, or under the common law, which she has or might have against Defendants, including, without limitation, any claim based on express or implied contract; any claims of promissory estoppel; any action arising in tort, including, but in no way limited to, medical malpractice, libel, slander, defamation, intentional infliction of emotional distress, outrageous conduct or negligence; any claim for wrongful discharge, any constitutional claims, including any claim pursuant to 42 U.S.C. Section 1983, or any claim under all laws relating to the violation of public policy, retaliation or compensation; any claims arising under disability discrimination, including the Americans with Disabilities Act; any whistle-blower claims; or any claims under other applicable federal, state or local law, regulation, ordinance or order, at common law or otherwise arising out of Plaintiff's incarceration at the Silverdale Detention Center and treatment that she received while incarcerated there, which Plaintiff now has, owns or holds, or claims to have, own or hold, or which she at any time heretofore had, owned or held, or claimed to have, own or hold against Defendants. Plaintiff further releases Defendants from all claims which were alleged or which could have been alleged by Plaintiff against Defendants for any and all injuries, harm, damages, lost wages, medical expenses, penalties, costs, losses, expenses, attorney fees, and/or liability or other detriment, if any, whatsoever and whenever incurred, suffered or claimed by Plaintiff as a result of any and all alleged acts, omissions, or events arising from or in any way connected with any communications, negotiations, dealings, treatment and compensation between Plaintiff and Defendants that have or may have occurred from the beginning of time to the effective date of this Agreement.

4. **Final Order.** The parties agree that, commensurate with the execution of this Agreement, Plaintiff, through her attorneys of record in the Civil Action, shall cause to be entered an Order in the Circuit Court of Hamilton County, Tennessee, reciting the fact that all

claims asserted by her in the Civil Action have been resolved, dismissing such claims on the merits and with prejudice.

5. **Disclaimer of Liability.** Plaintiff acknowledges that Defendants' payment of the sum described in paragraph 1 does not constitute and shall not be construed as an admission of any acts of discrimination, retaliation, misconduct, or negligence whatsoever against Plaintiff or any other person, and Defendants specifically disclaim any liability to, discrimination, retaliation, misconduct, or negligence against Plaintiff or any other person, on the part of themselves, their employees, or their agents, and the above-described payment is made in order to compromise and settle an unliquidated obligation which has been disputed by Defendants. Defendants expressly deny the claims made or which could have been made by Plaintiff.

6. **Tax Consequences of Settlement Payment.** The settlement amount referenced in paragraph 1 represents attorney fees and compensatory damages for personal injury. This payment does not represent lost wages. Consequently, Defendants are under no obligation to withhold taxes on this payment. In the event any taxes, penalties or liabilities of any kind are owed, assessed or incurred by Defendants on this payment, Plaintiff hereby agrees that such taxes, penalties, or liabilities will be her sole responsibility and she will fully and completely indemnify and hold harmless Defendants for such taxes, penalties or liabilities, and that Defendants will not be liable for the payment of any taxes, penalties, or liabilities on her behalf. Defendants will issue appropriate 1099 forms to Plaintiff and her attorney. Nothing herein shall be construed or relied upon as advice or opinion by or on behalf of Defendants regarding the tax treatment of the settlement payment, and Plaintiff hereby expressly acknowledges that she will rely solely on her own accountant, attorney or advisor for such advice or opinion.

7. **Complete Defense and Indemnification.** Plaintiff acknowledges and agrees that this Agreement may be used by Defendants as a complete defense to any past, present, or future claim or entitlement which Plaintiff has against Defendants for or on account of any matter or thing whatsoever arising out of her relationship with Defendants and which has been set forth herein. Plaintiff also understands and agrees to indemnify Defendants for any costs, damages, and attorney fees which it may incur in defending or prosecuting claims arising out of or caused by Plaintiff's breach of this Agreement. Defendants understand and agree to indemnify Plaintiff for any costs, damages, and/or attorney fees which she may incur in defending or prosecuting any claims arising out of or caused by Defendants' breach of this Agreement.

8. **Full Knowledge and Volition.** Plaintiff represents and acknowledges that, in executing this Agreement, she does not rely and has not relied upon any other representation or statement made by Defendants or by any of Defendants' agents, representatives, or attorneys with regard to the subject matter, basis, or fact of this Agreement (other than the payment of the settlement amounts stated in paragraph 1 herein). Plaintiff further represents and acknowledges that she has thoroughly discussed all aspects of this Agreement with her attorneys, that she has carefully read and understands all of the provisions of this Agreement, and that she is voluntarily entering into this Agreement. Plaintiff acknowledges and

confirms that the only consideration for her signing this Agreement are the terms and conditions stated in this Agreement, that no other promise or agreement of any kind, except those set forth in this Agreement, has been made to her by any person to cause her to sign this document.

9. **No Assignment.** Plaintiff represents and warrants that she is the sole owner of and has not sold, pledged, assigned, granted or otherwise transferred part or all of any claims that have or could have been pursued by Plaintiff against Defendants.

10. **Governing Law.** This Agreement is made and delivered in the State of Tennessee, and shall in all respects be interpreted, enforced, and governed under the laws of said state.

11. **Severability of Provisions.** The parties agree that, should any part, term or provision of this Agreement be declared or determined by any agency or court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

12. **Complete Agreement.** This Agreement contains the entire agreement between Plaintiff and Defendants, and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. This Agreement supersedes any other agreement, either oral or in writing, between the parties. There will also be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

WHEREFORE, the undersigned have caused this Confidential Settlement Agreement and Release to be executed on the dates indicated below.

By: Katie J. Farr
Katie J. Farr
Date: Nov 4 2005

Sworn to and subscribed before
me this 8 day of November, 2005.

Brandy Spurgin
Notary Public

My Commission Expires: 3/29/09



CCA of Tennessee, Inc. and
Hamilton County and Tennessee

Corrections Corporation of America

By: *Steve Brown*

Title: *V.P. + Deputy General Counsel*

Date: *1-17-06*

Sworn to and subscribed before
me this *17th* day of *January* 2005.

Billie Blissett
Notary Public

My Commission Expires



IN THE CIRCUIT COURT FOR HARDEMAN COUNTY, TENNESSEE
AT BOLIVAR

DAVID GARDNER,

Plaintiff,

vs.

LARRY CRAVEN, et al.,

Defendants.

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No.: 9396

SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT is made by and among David Gardner (hereinafter referred to as "Plaintiff") and Corrections Corporation of America, Larry Craven, Kathy Watson and Christina Daniels (hereinafter referred to as "Defendants").

WHEREAS, the Plaintiff filed an action in the Circuit Court for Hardeman County, Bolivar, Tennessee against the Defendants, Corrections Corporation of America, Larry Craven, Kathy Watson and Christina Daniels designated as Civil Action No. 9396 and Defendants have denied all liability therein in the case; and

WHEREAS, the parties hereto have entered into an agreement for the settlement of the above action in an effort to avoid costly, unnecessary litigation and to fully and forever compromise and resolve all outstanding issues of law and fact in regard to all claims made and that might have been made in the above-captioned suit.

NOW THEREFORE, it is hereby agreed by and among the parties as follows:

1. Corrections Corporation of America (hereinafter referred to as "CCA") agrees to pay to the Plaintiff, David Gardner, the sum of **ONE THOUSAND (\$1,000.00)**

Initials: D. G.

DOLLARS in full and final settlement of the above cause of action.

2. In consideration of the above and foregoing payment and mutual promises, the Plaintiff, David Gardner, does hereby release, acquit and forever discharge Defendants, CCA, Larry Craven, Kathy Watson and Christina Daniels and all past, present and future officers, directors, stockholders, agents, representatives, employees, insurers, attorneys, assigns and successors in interest of and from any and all claims, demands, causes of actions and suits at law or in equity of any kind or type or nature whatsoever, whether such injury or damage is now known or unknown, past, present or future, arising out of or based upon any personal injuries or damages of any kind actually or allegedly suffered by Plaintiff as a result, directly or indirectly, in whole or in part, which Plaintiff ever had or which he may now have or may at any time hereafter assert against the Defendants (1) concerning any acts or omissions of Defendants, or (2) arising out of the incident(s) having been made the basis of litigation filed under Civil Action No. 9396, in the Circuit Court for Hardeman County, Bolivar, Tennessee under the style of *David Gardner vs. Larry Craven et al.*, including all claims asserted by Plaintiff in the referenced litigation and as are more fully described in the pleadings filed in that cause. Plaintiff does further release, acquit and forever discharge Defendants, CCA, Larry Craven, Kathy Watson and Christina Daniels, from any and all claims, demands, actions, causes of action and suits of law or in equity and all claims of any nature whatsoever arising out of or resulting from the aforesaid litigation or from any conditions that arose in his confinement with Corrections Corporation of America at any time whether in contract or in tort for any and all injuries, damages, claims, losses or demands of whatsoever kind, type and character which may have been sustained,

experienced or incurred by whether known or unknown at this time, and whether in existence or not in existence at this time, or which may develop, appear or become worse, aggravated or disabling or result in death or other consequences in the future or arise or appear in the future.

3. The undersigned, David Gardner, agrees as consideration of this agreement, that a draft in the amount of One Thousand Dollars and 00/100 (\$1,000.00) Dollars, shall be made payable in his name, and that per the request of the undersigned, David Gardner, the check shall be delivered to his sister, Adrienne Dunn at 2607 South Main Street, House 6, Springfield, TN 37172, and upon delivery of the check to his sister, Adrienne Dunn, all claims by David Gardner are hereby released against any and all Defendants and David Gardner agrees to these terms of payment in full and final settlement, satisfaction and payment of the consideration for this Final Release and Settlement Agreement as hereinabove set forth and understood that the settlement draft will be delivered to his sister, Adrienne Dunn, after the time of the execution of this Final Release and Settlement Agreement and the entry of the Agreed Order of Dismissal in the Circuit Court of Hardeman County, Civil Action No. 9396.

4. It is understood and agreed that this Settlement Agreement and Release shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

5. It is understood and agreed that the payment of the hereinabove described consideration by the Defendants, is not to be construed as an admission of liability on the part of the Defendants. Any payment made hereunder is in compromise and settlement of the Plaintiff's claims which are not admitted. This Release is being given

by the Plaintiff voluntarily, and is not based upon any representations of any kind made by the Defendants CCA, Larry Craven, Kathy Watson and Christina Daniels or their representatives as to the merits, legal liability or value of Plaintiff's claims, or any other matter relating to those claims. In making this settlement, Plaintiff relies wholly upon their own judgment, belief and knowledge of their rights.

6. It is understood and agreed that the Plaintiff will not disclose the terms of this Release, whether or not any money was paid or received hereunder, and the amount of such money; nor shall the Plaintiff make any further statement or comment whatsoever, oral or written, with regard to the terms, amount of settlement, or matters settled pursuant to this Release, other than that they have been resolved to the mutual satisfaction of all parties involved and to file the required Order dismissing said case. Should the Plaintiff disclose or attempt to disclose any matter which the parties have hereinabove agreed to keep confidential, then the Defendant shall have the right to seek injunctive relief, in addition to monetary damages.

7. The Plaintiff warrants that he has read this document carefully and signs the same as their own free act. Plaintiff represents and warrants that he is over 21 years of age and legally competent to execute this Release and that before executing this Release, he fully understands the same and executes it with the full knowledge of its contents and meaning.

8. The undersigned further understands, declares and agrees that no other promise, inducement or agreement not herein expressed has been made to him and that this Final Release and Settlement Agreement contains the entire agreement between the parties hereto and that the terms of this Final Release and Settlement Agreement are

contractual and not merely recital; and this Final Release and Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee.

9. That the undersigned, David Gardner, warrants that he has or will satisfy any and all claims of third parties including but not limited to for subrogation or unpaid medical bills or otherwise by settlement, payment or other forms of satisfaction and that the undersigned will indemnify and save harmless said Corrections Corporation of America and their heirs, personal representatives, agents, servants, administrators, successors and assigns of and from any and every claim or demand of every kind or character, which may be asserted by reason of said injuries or the effects or consequences thereof whether by tort of contract or by third parties claiming by or through him.

10. It is further understood and agreed that, pursuant to the provisions of Tennessee Rules of Civil Evidence, this Settlement Agreement and Release shall not be admitted into evidence against the Plaintiff or Defendants. Plaintiff or the Defendants may use this Compromise Settlement Agreement and Release in evidence in defense of any suit or claim brought or asserted against Plaintiff or Defendants to show accord and satisfaction of the dispute.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and date indicated below.

By: David Gardner
David Gardner #94231
North West Correctional Complex
Rt. 1, P.O. Box 660
Tiptonville, Tennessee 38079

DATE: 3/26/04

PENTECOST, GLENN & RUDD, P.L.L.C.

By: WBL
William B. Mauldin #022912
Attorney for Defendants
Corrections Corporation of America
Larry Craven, Kathy Watson and Christina Daniels
106 Stonebridge Boulevard
Jackson, Tennessee 38305
(731) 668-5995

DATE: 4/2/04

NOTARIZATION

STATE OF TENNESSEE
COUNTY OF LAKE,

On this 26th day of March, in the year of 2004, before me,
a Notary Public of the State of Tennessee duly commissioned and sworn, personally
appeared DAVID Gardner showing proof of identification to
be the person whose name is subscribed on this instrument and acknowledged that
executed it.



Notary Public

My Commission Expires December 03, 2006

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Agreement") is made and entered into by Roberto Jeni Gatewood ("Plaintiff") and Corrections Corporation of America, Josh Evans, Unit Manager Karz E. Miller, Warden Bernard P. Palmer, and Warden Michael C. Samburg ("Defendants), on this 8 day of September, 2005.

1. Defendants shall pay to Plaintiff the sum of \$12,500.
2. Plaintiff hereby releases, acquits, and forever discharges Defendants from any and all claims, including all claims that were asserted or could have been asserted in a civil action filed in the District Court for the Middle District of Tennessee, No. 3:04-0801 ("Lawsuit"). Plaintiff acknowledges that this Agreement constitutes a general release of Defendants for all such claims. Furthermore, Plaintiff waives and assumes the risk of any and all claims or damages which exist as of this date, but of which Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect his decision to enter into this Agreement.
3. This Agreement and the foregoing release shall also apply to all of Defendants' past, present, and future employees, agents, officers, directors, representatives, affiliates, partners, predecessors, and successors in interest. This Agreement and the foregoing release shall also include any and all entities owned currently or previously, in whole or in part, by Defendants.
4. Plaintiff acknowledges that this Agreement does not indicate an admission of liability by Defendants, by whom liability is expressly denied.
5. Defendants' attorney will file an order of dismissal with prejudice as to all of the claims against Defendants in the Lawsuit. Plaintiff further agrees to cooperate in the execution of any other documents necessary to complete the resolution of these claims and the dismissal of the Lawsuit.
6. Each party is responsible for their own discretionary costs. Plaintiff shall pay the court costs in the Lawsuit in full.
7. Plaintiff and Defendants shall not disclose the terms of this Agreement to any person or entity not a party to this Agreement except as required by law or for a legitimate business purpose.
8. Plaintiff acknowledges that he has fully read and understands all the terms of this Agreement, that he has received the advice of counsel with respect to executing it, and that he executes it voluntarily and with full knowledge of its significance.

Any purported modification of this Agreement other than one in writing signed by all parties shall be void and of no force and effect.

ROBERTO JENI GATEWOOD

Roberto Jeni Gatewood

Date: 09-08-2005

CORRECTIONS CORPORATION OF AMERICA
ON BEHALF OF ALL DEFENDANTS

By: Steven Edward Green

Its: Vice President & Deputy General Counsel

Date: 9-20-05

41954

IN THE CIRCUIT COURT OF SHELBY COUNTY, TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT
AT MEMPHIS

JOSHUA GILES, a minor b/n/f)
and mother, Sheila Taylor,)

Plaintiffs,)

vs.)

Docket No. CT-001905-02

DEPARTMENT OF CHILDRENS')
SERVICES OF THE STATE OF)
TENNESSEE, CCA/TALL TREES,)
CCA/PRISON REALTY TRUST,)
MR. ROUTEN,)

Defendants)

COMPROMISE SETTLEMENT AND AGREEMENT

THIS AGREEMENT is made by and among Joshua Giles, a minor b/n/f and mother, Sheila Taylor, (hereinafter referred to as "Plaintiffs") and CCA/Tall Trees and CCA/Prison Realty Trust (hereinafter referred to as "Defendants").

WHEREAS, the Plaintiff filed an action in the Circuit Court of Shelby County, Tennessee for the Thirtieth Judicial District at Memphis against the Defendants CCA/Tall Trees and CCA/Prison Realty Trust designated as Civil Action No. CT-001905-02 and Defendants have denied all liability therein in the case; and

WHEREAS, the parties hereto have entered into an agreement for the settlement of the above action in an effort to avoid costly, unnecessary litigation and to fully and forever compromise and resolve all outstanding issues of law and fact in regard to all claims made and

that might have been made in the above-captioned suit.

NOW THEREFORE, it is hereby agreed by and among the parties as follows:

1. Corrections Corporation of America, on behalf of CCA/Tall Trees and CCA/Prison Realty Trust agrees to pay to the Plaintiffs, Joshua Giles, a minor b/n/f and mother, Sheila Taylor, the sum of Seventeen Thousand Five Hundred Dollars (\$17,500.00) in full and final settlement of the above cause of action and the Plaintiffs, Joshua Giles, a minor b/n/f and mother, Sheila Taylor, is to pay all costs associated with the bringing of this action. The Plaintiffs agree that they will be paid with one check, in the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00), made payable to Joshua Giles, Sheila Taylor, and their attorney Addie Burks.

2. In consideration of the above and foregoing payment and mutual promises, the Plaintiffs, Joshua Giles, a minor b/n/f and mother, Sheila Taylor, do hereby release, acquit and forever discharge Defendants CCA/Tall Trees and CCA/Prison Realty Trust, and all past, present and future officers, directors, stockholders, agents, representatives, employees, insurers, attorneys, assigns or successors in interest of and from any and all claims, demands, causes of actions and suits at law or in equity of any kind or type or nature whatsoever, whether such injury or damage is now known or unknown, past, present or future, arising out of or based upon any personal injuries or damages of any kind actually or allegedly suffered by Plaintiffs as a result, directly or indirectly, in whole or in part, which Plaintiffs ever had or which he may now have or may at any time hereafter assert against the Defendants (1) concerning any acts or omissions of Defendants, or (2) arising out of the incident(s) having been made the basis of litigation filed under Civil Action No. CT-001905-02, in the Circuit Court of Shelby County,

Tennessee for the Thirteenth Judicial District at Memphis, under the style of *Joshua Giles, a minor b/n/f and mother, Sheila Taylor v. Department of Children's Services of the State of Tennessee, CCA/Tail Trees, CCA/Prison Realty Trust and Mr. Routen*, including all claims asserted by Plaintiffs in the referenced litigation and as are more fully described in the pleadings filed in that cause. Plaintiffs do further release, acquit and forever discharge the Defendants from any and all claims, demands, actions, causes of action and suits of law or in equity and all claims of any nature whatsoever arising out of or resulting from the aforesaid litigation.

3. It is understood and agreed that this Compromise Settlement Agreement and Release shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

4. It is understood and agreed that the payment of the hereinabove described consideration by the Defendants, is not to be construed as an admission of liability on the part of the Defendants. Any payment made hereunder is in compromise and settlement of the Plaintiffs' claims, which are not admitted. This Release is being given by the Plaintiffs voluntarily, and is not based upon any representations of any kind made by any Defendant or their representatives as to the merits, legal liability or value of Plaintiff's claims, or any other matter relating to those claims. In making this settlement, Plaintiffs rely wholly upon their own judgment, belief and knowledge of their rights.

5. It is understood and agreed that neither the Plaintiffs nor the Defendants will disclose the terms of this Release, whether or not any money was paid or received hereunder, and the amount of such money; nor shall the Plaintiffs or the Defendants make any further statement or comment whatsoever, oral or written, with regard to the terms, amount of settlement, or matters

settled pursuant to this Release, other than that they have been resolved to the mutual satisfaction of all parties involved and to file the required Order dismissing said case. It is further agreed that the parties may disclose the terms, amount of settlement or other matters related to this settlement with persons who have a need to know, such as tax attorneys or accountants, or pursuant to a lawful Order of any Court of competent jurisdiction. Should either party disclose or attempt to disclose any matter which the parties have hereinabove agreed to keep confidential, then the other party shall have the right to seek injunctive relief, in addition to monetary damages.

6. The Plaintiffs warrant that they have read this document carefully and sign the same as their own free act. Plaintiffs represent and warrant that they are over 18 years of age and legally competent to execute this Release and that before executing this Release, they fully understand the same and execute it with the full knowledge of its contents and meaning.

7. It is understood and agreed that, pursuant to the provisions of Federal Rules of Evidence, Rule 408, this Compromise Settlement Agreement and Release shall not be admitted into evidence against the Plaintiffs or Defendants. Plaintiffs or Defendants may use this Compromise Settlement Agreement and Release in evidence in defense of any suit or claim brought or asserted against Plaintiff or Defendants to show accord and satisfaction of the dispute.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and date indicated below.

Joshua G. Giles
JOSHUA GILES



STATE OF TENNESSEE:

COUNTY OF SHELBY:

On this the 30th day of NOV, 2004, before me personally appeared Joshua Giles, to me known (or proved to me on the basis of satisfactory evidence) to be the person/persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS MY HAND, and Official Seal, at Office, in said State and County, this the 30th day of NOV, 2004.

Addie M. Burks
Notary Public

My Commission expires:

**MY COMMISSION EXPIRES
JUNE 30, 2006**

Sheila Taylor
SHEILA TAYLOR



STATE OF TENNESSEE:

COUNTY OF SHELBY:

On this the 30th day of Nov., 2004, before me personally appeared Sheila Taylor, to me known (or proved to me on the basis of satisfactory evidence) to be the person/persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS MY HAND, and Official Seal, at Office in said State and County this the 30th day of Nov., 2004.

Addie M. Burks
Notary Public

My **COMMISSION EXPIRES**
JUNE 30, 2008

Attorney for Plaintiff:

Addie M. Burks
ADDIE M. BURKS - 011805
Attorney for Plaintiff
100 North Main, Suite 2310
Memphis, Tennessee 38103
(901) 525-7100

DATE: 11-30-04

CONFIDENTIAL RELEASE OF ALL CLAIMS

The following is a Confidential Release of All Claims (hereinafter "Release") by and between Janice Elvira Wellington Hammonds, (hereinafter "Plaintiff"), and Corrections Corporation of America, Silverdale (CCA) at Chattanooga, TN, Alen Bargery (Warden), Kavin Johnson, M.D. (hereinafter collectively "CCA"), and Aramark Correctional Services, Inc. (hereinafter "Aramark")(collectively hereinafter "Releasees"), regarding any and all past and present claims and their future effects that have arisen or could arise out of Plaintiff's Complaint, filed with the Court on or about October 3, 2002.

WITNESETH:

WHEREAS, Plaintiff filed a civil action against Defendants CCA, which civil action is currently pending in the Circuit Court of Hamilton County, Tennessee bearing docket number 02C1751, and styled Janice Elvira Wellington Hammonds v. Corrections Corporation of America, Silverdale (CCA) at Chattanooga, TN, Alen Bargery (Warden), Kavin Johnson, M.D. v. Aramark Correctional Services, Inc. (the "Civil Action");

WHEREAS, Defendants CCA then filed a Third Party Complaint on April 30, 2003, against Aramark Correctional Services, Inc. in said Civil Action; and

WHEREAS, Plaintiff, CCA and Aramark now desire to resolve by compromise and settlement all claims sought to be enforced by Plaintiffs against CCA and by CCA against Aramark in the Civil Action, all claims which were or might have been made against CCA and Aramark in the Civil Action, all claims which were or might have been made by CCA against Aramark, as well as all claims in any manner arising from or connected with Plaintiff's alleged injuries occurring on February 1, 2002 and May 1, 2002, and any other claims that she may have against CCA and Aramark and that CCA may have against Aramark;

NOW, THEREFORE, in consideration of the payments and promises described in this Release, the sufficiency of which are hereby acknowledged, Plaintiff, CCA and Aramark do hereby agree as follows:



1. **Settlement Terms.** In consideration for this Release, the parties agree as follows. CCA and Aramark will each pay the Plaintiff the sum of One Thousand Dollars (\$1,000.00), for a total payment to the Plaintiff of Two Thousand Dollars (\$2,000.00) in full and final settlement.

2. **Confidentiality.** Plaintiff agrees to keep completely confidential the amount and terms of this Release and the circumstances giving rise to this Release, and will not disclose, directly or indirectly, any such information to any person or entity with the exception that she may disclose information regarding this Release to her attorney, members of her immediate family, and to a professional tax advisor or tax return preparer for the limited purpose of obtaining advice regarding or preparing such tax return or returns as may be necessary. In the event that the Plaintiff makes such limited disclosure to such persons as are authorized by this Release, she shall affirmatively instruct such persons to abide strictly by the conditions of confidentiality imposed hereunder. In the event that the Plaintiff is asked about her claims against CCA and Aramark by some person or entity other than those specified in this paragraph, the Plaintiff is authorized to divulge only that such claims have been resolved. Nothing in this Release shall prevent the Plaintiff from responding to a subpoena issued by any agency or court of competent jurisdiction.

Plaintiff further recognizes and acknowledges that strict confidentiality is of the essence of this Release and that CCA and Aramark would suffer immediate and irreparable harm in the event of any breach of that confidentiality. In the event of a breach of this confidentiality provision, this Release shall not be void; however, CCA and Aramark, or either of them, may bring an action in a Court of appropriate jurisdiction in Hamilton County, Tennessee, to enforce the confidentiality provisions.

3. **General Release.** Plaintiff, for and on behalf of herself, individually, and her heirs, executors, trustees, administrators, representatives, and spouse, hereby fully, finally, completely, and forever RELEASES CCA and Aramark, jointly and severally, their parents, subsidiaries and affiliates, shareholders, respective past and present officers, directors, attorneys,

employees, agents, predecessors, successors, assigns, and any person or entity charged or chargeable therewith, from any and all claims and causes of action under any federal, state or local statute, ordinance, or under the common law, which she has or might have against CCA and Aramark. This release specifically includes, but is not limited to, any claim of negligence or civil rights violation pertaining to the alleged injuries occurring on February 1, 2002 and May 1, 2002, while Plaintiff was incarcerated at the Silverdale Detention Center in Chattanooga, Tennessee. Plaintiff further releases CCA and Aramark from all claims which were alleged or which could have been alleged by Plaintiff against CCA and Aramark for any and all injuries, harm, damages, lost income, penalties, costs, losses, expenses, attorney fees, and/or liability or other detriment, if any, whatsoever and whenever incurred, suffered or claimed by Plaintiff as a result of any and all alleged acts, omissions, or events arising from or in any way connected with any communications, negotiations, and dealings between Plaintiff and CCA and Aramark that have or may have occurred from the beginning of time to the effective date of this Agreement.

Further, in consideration of Aramark's payment to Plaintiff, as set forth above, CCA releases Aramark, its parents, subsidiaries and affiliates, shareholders, respective past and present officers, directors, attorneys, employees, agents, predecessors, successors, assigns, and any person or entity charged or chargeable therewith, from any and all claims and causes of action arising from, or which could arise from, the claims made or which could have been made by Plaintiff in the Civil Action, and specifically but not limited to those claims set forth in its Third Party Complaint filed in the Civil Action.

4. **Final Order.** The parties agree that, commensurate with the execution of this Release and the delivery of the settlement checks, Plaintiff, *pro se*, shall cause to be entered an Order in the Circuit Court of Hamilton County, Tennessee reciting the fact that all claims asserted by her in the Civil Action have been resolved, dismissing such claims on the merits and with prejudice, and CCA shall cause to be entered an Order in the same Civil Action dismissing with prejudice all claims made in its Third Party Complaint.

5. **Disclaimer of Liability.** Plaintiff acknowledges that the settlement terms and payment of the sums described in Paragraph 1 do not constitute and shall not be construed as an admission of any acts of misconduct or negligence whatsoever by CCA or Aramark against Plaintiff or any other person, and CCA and Aramark specifically disclaim any liability to, misconduct toward, or negligence against Plaintiff or any other person, on the part of themselves, their employees, or their agents, and the above-described payments are made in order to compromise and settle an unliquidated obligation which has been disputed by CCA and Aramark. CCA and Aramark expressly deny all claims made or which could have been made by the Plaintiff.

6. **Tax Consequences of Settlement Payment.** The settlement amounts referenced in Paragraph 1 represent attorney fees and compensatory damages claimed by the Plaintiff. The parties acknowledge that CCA and Aramark are under no obligation to withhold taxes on these payments. In the event a taxing authority determines any taxes are owed on these payments, the Plaintiff hereby agrees that such taxes will be her sole responsibility and that CCA and Aramark will not be liable for the payment of any taxes on their behalf. Plaintiff agrees to indemnify CCA and Aramark for all taxes, penalties and interest that may be assessed as a result of the payment of this settlement to her by CCA and Aramark.

7. **Complete Defense.** Plaintiff acknowledges and agrees that this Agreement may be used by CCA and Aramark as a complete defense to any past, present, or future claim or entitlement which she has against CCA and Aramark for or on account of any matter or thing whatsoever arising out of her relationship with CCA and Aramark and which has been set forth herein.

8. **Full Knowledge and Volition.** Plaintiff represents and acknowledges that, in executing this Release, she does not rely and has not relied upon any other representation or statement made by CCA or Aramark, or by any of their agents, representatives, or attorneys with regard to the subject matter, basis, or fact of this Release (other than the payment of the settlement amounts stated in Paragraph 1 herein). Plaintiff further acknowledges that she has the

option to thoroughly discuss all aspects of this Release with an attorney, that she has carefully read and understands all of the provisions of this Release, and that she is voluntarily entering into this Release. Plaintiff acknowledges and confirms that the terms and conditions stated in this Release are the only consideration for her signing this Release, and that no other promise or agreement of any kind, except those set forth in this Release, has been made to her by any person to cause her to sign this document.

9. **Governing Law.** This Release is made and delivered in the State of Tennessee, and shall in all respects be interpreted, enforced, and governed under the laws of said state.

10. **Severability of Provisions.** The parties agree that, should any part, term or provision of this Release be declared or determined by any agency or court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Release.

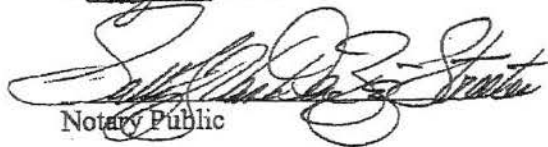
11. **Complete Agreement.** This Release contains the entire agreement between Plaintiff, CCA and Aramark, and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Release. This Release supersedes any other agreement, either oral or in writing, between the parties. There will also be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

WHEREFORE, Plaintiff and CCA have caused this Confidential Release to be executed on the dates indicated below.

{Signatures continue on next page}

Janice Elvira Wellington Hammonds
JANICE ELVIRA WELLINGTON HAMMONDS

Sworn to before me this 21st day
of August, 2003.


Notary Public

My commission expires: 07-08-06

{Signatures continue on next page}

Corrections Corporation of America

By: Steve Groom

Title: Deputy General Counsel

Sworn to before me this 12th day
of August, 2003.

Binni Blansett
Notary Public

My commission expires: 11-26-05

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

The following is a Confidential Settlement Agreement and Release of All Claims (hereinafter "Agreement") by and between Marvin Hinton (hereinafter "Plaintiff") and CCA of Tennessee, Inc. and Corrections Corporation of America and Corrections Corporation of America (and their current or former officers, directors, agents, employees, stockholders, divisions, attorneys, successors, affiliates, subsidiaries, surviving company or companies by reason of any merger or acquisition, heirs, executors, administrators, spouses, and assigns) and Hamilton County, Tennessee (and any and all political subdivisions thereof) (collectively "Defendant") regarding any and all past and present claims and their future effects that have arisen or could arise out of Plaintiff's incarceration at the Silverdale Detention Center and the treatment that he received from Defendant during that period of incarceration.

WITNESSETH:

WHEREAS, Plaintiff filed a civil action against Defendant in Hamilton County General Sessions Court, bearing case number 05GS6130, which civil action was appealed to and is currently pending in the Circuit Court of Hamilton County, Tennessee, bearing docket number 05C-1685, and styled Marvin Hinton v. Corrections Corporation of America, (the "Civil Action"); and

WHEREAS, Plaintiff and Defendant now desire to resolve by compromise and settlement all claims sought to be enforced by Plaintiff against Defendant in the Civil Action, all claims which were or might have been made against Defendant in the Civil Action, as well as all claims in any manner arising from or connected with Plaintiff's incarceration at the Silverdale Detention Center and the treatment that he received from Defendant during that period of incarceration.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, Plaintiff and Defendant do hereby agree as follows:

1. **Settlement Amount.** In consideration for this Agreement, Defendant agrees to pay the total amount of Seven Thousand Nine Hundred and 00/100 Dollars (\$7,900.00) by check made payable to Marvin Hinton and John M. Wolfe, Jr., which amount represents compensatory damages for personal injury claimed by Plaintiff as well as attorney fees. It is agreed that this check encompasses the total monetary consideration to be paid by Defendant to Plaintiff for this settlement, and is paid in full, final and complete settlement of all claims that were or could have been asserted by Plaintiff in the aforementioned Civil Action or in any other litigation. The parties agree that this amount does not represent lost wages, and that no payroll taxes will be withheld from this payment. Plaintiff agrees to accept all responsibility for paying the appropriate taxes, penalties and interest that may be assessed as a result of the payment of this amount to him by Defendant.

2. **Confidentiality.** Plaintiff agrees to keep completely confidential the amount and terms of this Agreement and the circumstances giving rise to this Agreement, and will not disclose, directly or indirectly, any such information to any person or entity with the exception that he may disclose information regarding this Agreement to his attorneys and to a professional tax advisor or tax return preparer for the limited purpose of obtaining advice regarding or preparing such tax return or returns as may be necessary. In the event that Plaintiff makes such limited disclosure to such persons as are authorized by this Agreement, he shall affirmatively instruct such persons to abide strictly by the conditions of confidentiality imposed hereunder. In the event that Plaintiff is asked about his claims against Defendant by some person or entity other than those specified in this paragraph, Plaintiff is authorized to divulge only that such claims have been resolved. Plaintiff further recognizes and acknowledges that strict confidentiality is of the essence of this Agreement, and that Defendant would suffer immediate and irreparable harm in the event of any breach of that confidentiality. In the event of a breach of this confidentiality provision, this Settlement Agreement shall not be void; however, Defendant may bring an action in a Court of appropriate jurisdiction to enforce the confidentiality provisions and to recover appropriate damages, attorney fees and costs.

3. **General Release.** Plaintiff, for and on behalf of himself, individually, and his heirs, executors, trustees, administrators, representatives and assigns, hereby fully, finally, completely, and forever RELEASES Defendant (including, without limitation, Hamilton County, Tennessee, Corrections Corporation of America, and CCA of Tennessee, Inc.) from any and all claims and causes of action under any federal, state or local statute, ordinance, or under the common law, which he has or might have against Defendant, including, without limitation, any claim based on express or implied contract; any claims of promissory estoppel; any action arising in tort, including, but in no way limited to, medical malpractice, libel, slander, defamation, intentional infliction of emotional distress, outrageous conduct or negligence; any claim for wrongful discharge, any constitutional claims, including any claim pursuant to 42 U.S.C. Section 1983, or any claim under all laws relating to the violation of public policy, retaliation or compensation; any claims arising under disability discrimination, including the Americans with Disabilities Act; any whistle-blower claims; or any claims under other applicable federal, state or local law, regulation, ordinance or order, at common law or otherwise arising out of Plaintiff's incarceration at the Silverdale Detention Center and treatment that he received while incarcerated there, which Plaintiff now has, owns or holds, or claims to have, own or hold, or which he at any time heretofore had, owned or held, or claimed to have, own or hold against Defendant. Plaintiff further releases Defendant from all claims which were alleged or which could have been alleged by Plaintiff against Defendant for any and all injuries, harm, damages, lost wages, medical expenses, penalties, costs, losses, expenses, attorney fees, and/or liability or other detriment, if any, whatsoever and whenever incurred, suffered or claimed by Plaintiff as a result of any and all alleged acts, omissions, or events arising from or in any way connected with any communications, negotiations, dealings, treatment and compensation between Plaintiff and Defendant that have or may have occurred from the beginning of time to the effective date of this Agreement.

4. **Final Order.** The parties agree that, commensurate with the execution of this Agreement, Plaintiff, through his attorneys of record in the Civil Action, shall cause to be entered an Order in the Circuit Court of Hamilton County, Tennessee, reciting the fact that all

claims asserted by him in the Civil Action have been resolved, dismissing such claims on the merits and with prejudice.

5. **Disclaimer of Liability.** Plaintiff acknowledges that Defendant's payment of the sum described in paragraph 1 does not constitute and shall not be construed as an admission of any acts of discrimination, retaliation, misconduct, or negligence whatsoever against Plaintiff or any other person, and Defendant specifically disclaims any liability to, discrimination, retaliation, misconduct, or negligence against Plaintiff or any other person, on the part of themselves, their employees, or their agents, and the above-described payment is made in order to compromise and settle an unliquidated obligation which has been disputed by Defendant. Defendant expressly denies the claims made or which could have been made by Plaintiff.

6. **Tax Consequences of Settlement Payment.** The settlement amount referenced in paragraph 1 represents attorney fees and compensatory damages for personal injury. This payment does not represent lost wages. Consequently, Defendant is under no obligation to withhold taxes on this payment. In the event any taxes, penalties or liabilities of any kind are owed, assessed or incurred by Defendant on this payment, Plaintiff hereby agrees that such taxes, penalties, or liabilities will be his sole responsibility and he will fully and completely indemnify and hold harmless Defendant for such taxes, penalties or liabilities, and that Defendant will not be liable for the payment of any taxes, penalties, or liabilities on his behalf. Defendant will issue appropriate 1099 forms to Plaintiff and his attorney. Nothing herein shall be construed or relied upon as advice or opinion by or on behalf of Defendant regarding the tax treatment of the settlement payment, and Plaintiff hereby expressly acknowledges that he will rely solely on his own accountant, attorney or advisor for such advice or opinion.

7. **Complete Defense and Indemnification.** Plaintiff acknowledges and agrees that this Agreement may be used by Defendant as a complete defense to any past, present, or future claim or entitlement which Plaintiff has against Defendant for or on account of any matter or thing whatsoever arising out of his relationship with Defendant and which has been set forth herein. Plaintiff also understands and agrees to indemnify Defendant for any costs, damages, and attorney fees which it may incur in defending or prosecuting claims arising out of or caused by Plaintiff's breach of this Agreement. Defendant understands and agrees to indemnify Plaintiff for any costs, damages, and/or attorney fees which he may incur in defending or prosecuting any claims arising out of or caused by Defendant's breach of this Agreement.

8. **Full Knowledge and Volition.** Plaintiff represents and acknowledges that, in executing this Agreement, he does not rely and has not relied upon any other representation or statement made by Defendant or by any of Defendant's agents, representatives, or attorneys with regard to the subject matter, basis, or fact of this Agreement (other than the payment of the settlement amounts stated in paragraph 1 herein). Plaintiff further represents and acknowledges that he has thoroughly discussed all aspects of this Agreement with his attorneys, that he has carefully read and understands all of the provisions of this Agreement, and that he is voluntarily entering into this Agreement. Plaintiff acknowledges and confirms that the only consideration for his signing this Agreement are the terms and conditions stated in this

Agreement, that no other promise or agreement of any kind, except those set forth in this Agreement, has been made to him by any person to cause him to sign this document.

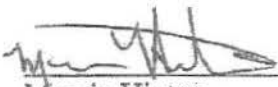
9. **No Assignment.** Plaintiff represents and warrants that he is the sole owner of and has not sold, pledged, assigned, granted or otherwise transferred part or all of any claims that have or could have been pursued by Plaintiff against Defendant.

10. **Governing Law.** This Agreement is made and delivered in the State of Tennessee, and shall in all respects be interpreted, enforced, and governed under the laws of said state.

11. **Severability of Provisions.** The parties agree that, should any part, term or provision of this Agreement be declared or determined by any agency or court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

12. **Complete Agreement.** This Agreement contains the entire agreement between Plaintiff and Defendant, and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. This Agreement supersedes any other agreement, either oral or in writing, between the parties. There will also be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

WHEREFORE, the undersigned have caused this Confidential Settlement Agreement and Release to be executed on the dates indicated below.

By: 
Marvin Hinton.
Date: 9-22-06

Sworn to and subscribed before
me this 22nd day of September, 2006.


Notary Public

My Commission Expires: 6/12/08

CCA of Tennessee, Inc., Corrections
Corporation of America, and Hamilton County,
Tennessee

By: Steven Evans Brown
Title: Vice President & Deputy General Counsel
Date: 9-28-06

Sworn to and subscribed before
me this 28 day of Sept, 2006

Billie Blansett
Notary Public

My Commission Expires _____



**CONFIDENTIAL SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

The following is a Confidential Settlement Agreement and Release of All Claims (hereinafter "Agreement") by and between Robert Anthony Jackson (hereinafter "Plaintiff") and CCA of Tennessee, Inc. and Corrections Corporation of America (hereinafter referred to with their current or former officers, directors, agents, employees, stockholders, divisions, attorneys, successors, affiliates, subsidiaries, surviving company or companies by reason of any merger or acquisition, heirs, executors, administrators, spouses, and assigns as "Defendant") regarding any and all past and present claims and their future effects that have arisen or could arise out of Plaintiff's incarceration at the Silverdale Detention Center and the treatment that he received from Defendant during that period of incarceration.

WITNESSETH:

WHEREAS, Plaintiff filed a civil action against Defendant, which civil action is currently pending in the Circuit Court of Hamilton County, Tennessee, bearing docket number 04C-1221, and styled Robert Anthony Jackson v. CCA of Tennessee, Inc., (the "Civil Action"); and

WHEREAS, Plaintiff and Defendant now desire to resolve by compromise and settlement all claims sought to be enforced by Plaintiff against Defendant in the Civil Action, all claims which were or might have been made against Defendant in the Civil Action, as well as all claims in any manner arising from or connected with Plaintiff's incarceration at the Silverdale Detention Center and the treatment that he received from Defendant during that period of incarceration.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, Plaintiff and Defendant do hereby agree as follows:

1. **Settlement Amount.** In consideration for this Agreement, Defendant agrees to pay the total amount of Eight Thousand and No/100 (\$8,000.00) Dollars by check made payable to Robert Anthony Jackson and John T. Rice, P.C., which amount represents compensatory damages for personal injury claimed by Plaintiff as well as attorney fees. It is agreed that this check encompasses the total monetary consideration to be paid by Defendant to Plaintiff for this settlement, and is paid in full, final and complete settlement of all claims that were or could have been asserted by Plaintiff in the aforementioned Civil Action or in any other litigation. The parties agree that this amount does not represent lost wages, and that no payroll taxes will be withheld from this payment. Plaintiff agrees to accept all responsibility for paying the appropriate taxes, penalties and interest that may be assessed as a result of the payment of this amount to him by Defendant.

2. **Confidentiality.** Plaintiff agrees to keep completely confidential the amount and terms of this Agreement and the circumstances giving rise to this Agreement, and will not disclose, directly or indirectly, any such information to any person or entity with the



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exception that he may disclose information regarding this Agreement to his attorneys and to a professional tax advisor or tax return preparer for the limited purpose of obtaining advice regarding or preparing such tax return or returns as may be necessary. In the event that Plaintiff makes such limited disclosure to such persons as are authorized by this Agreement, he shall affirmatively instruct such persons to abide strictly by the conditions of confidentiality imposed hereunder. In the event that Plaintiff is asked about his claims against Defendant by some person or entity other than those specified in this paragraph, Plaintiff is authorized to divulge only that such claims have been resolved. Plaintiff further recognizes and acknowledges that strict confidentiality is of the essence of this Agreement, and that Defendant would suffer immediate and irreparable harm in the event of any breach of that confidentiality. In the event of a breach of this confidentiality provision, this Settlement Agreement shall not be void; however, Defendant may bring an action in a Court of appropriate jurisdiction to enforce the confidentiality provisions and to recover appropriate damages, attorney fees and costs.

3. **General Release.** Plaintiff, for and on behalf of himself, individually, and his heirs, executors, trustees, administrators, representatives and assigns, hereby fully, finally, completely, and forever RELEASES Defendant (including, without limitation, Corrections Corporation of America, CCA of Tennessee, Inc. and the agents, directors, officers, employees and representatives of these entities) and further RELEASES Hamilton County, Tennessee and its agents, administrators, employees and representatives, from any and all claims and causes of action under any federal, state or local statute, ordinance, or under the common law, which he has or might have against Defendant, including, without limitation, any claim based on express or implied contract; any claims of promissory estoppel; any action arising in tort, including, but in no way limited to, medical malpractice, libel, slander, defamation, intentional infliction of emotional distress, outrageous conduct or negligence; any claim for wrongful discharge, any constitutional claims, including any claim pursuant to 42 U.S.C. Section 1983, or any claim under all laws relating to the violation of public policy, retaliation or compensation; any claims arising under disability discrimination, including the Americans with Disabilities Act; any whistle-blower claims; or any claims under other applicable federal, state or local law, regulation, ordinance or order, at common law or otherwise arising out of Plaintiff's incarceration at the Silverdale Detention Center and treatment that he received while incarcerated there, which Plaintiff now has, owns or holds, or claims to have, own or hold, or which he at any time heretofore had, owned or held, or claimed to have, own or hold against Defendant. Plaintiff further releases Defendant from all claims which were alleged or which could have been alleged by Plaintiff against Defendant for any and all injuries, harm, damages, lost wages, medical expenses, penalties, costs, losses, expenses, attorney fees, and/or liability or other detriment, if any, whatsoever and whenever incurred, suffered or claimed by Plaintiff as a result of any and all alleged acts, omissions, or events arising from or in any way connected with any communications, negotiations, dealings, treatment and compensation between Plaintiff and Defendant that have or may have occurred from the beginning of time to the effective date of this Agreement.

4. **Final Order.** The parties agree that, commensurate with the execution of this Agreement, Plaintiff, through his attorneys of record in the Civil Action, shall cause to be entered an Order in the Circuit Court of Hamilton County, Tennessee, reciting the fact that all

claims asserted by him in the Civil Action have been resolved, dismissing such claims on the merits and with prejudice.

5. **Disclaimer of Liability.** Plaintiff acknowledges that Defendant's payment of the sum described in paragraph 1 does not constitute and shall not be construed as an admission of any acts of discrimination, retaliation, misconduct, or negligence whatsoever against Plaintiff or any other person, and Defendant specifically disclaims any liability to, discrimination, retaliation, misconduct, or negligence against Plaintiff or any other person, on the part of themselves, their employees, or their agents, and the above-described payment is made in order to compromise and settle an unliquidated obligation which has been disputed by Defendant. Defendant expressly denies the claims made or which could have been made by Plaintiff.

6. **Tax Consequences of Settlement Payment.** The settlement amount referenced in paragraph 1 represents attorney fees and compensatory damages for personal injury. This payment does not represent lost wages. Consequently, Defendant is under no obligation to withhold taxes on this payment. In the event any taxes, penalties or liabilities of any kind are owed, assessed or incurred by Defendant on this payment, Plaintiff hereby agrees that such taxes, penalties, or liabilities will be his sole responsibility and he will fully and completely indemnify and hold harmless Defendant for such taxes, penalties or liabilities, and that Defendant will not be liable for the payment of any taxes, penalties, or liabilities on his behalf. Defendant will issue appropriate 1099 forms to Plaintiff and his attorney. Nothing herein shall be construed or relied upon as advice or opinion by or on behalf of Defendant regarding the tax treatment of the settlement payment, and Plaintiff hereby expressly acknowledges that he will rely solely on his own accountant, attorney or advisor for such advice or opinion.

7. **Complete Defense and Indemnification.** Plaintiff acknowledges and agrees that this Agreement may be used by Defendant as a complete defense to any past, present, or future claim or entitlement which Plaintiff has against Defendant for or on account of any matter or thing whatsoever arising out of his relationship with Defendant and which has been set forth herein. Plaintiff also understands and agrees to indemnify Defendant for any costs, damages, and attorney fees which it may incur in defending or prosecuting claims arising out of or caused by Plaintiff's breach of this Agreement. Defendant understands and agrees to indemnify Plaintiff for any costs, damages, and/or attorney fees which he may incur in defending or prosecuting any claims arising out of or caused by Defendant's breach of this Agreement.

8. **Full Knowledge and Volition.** Plaintiff represents and acknowledges that, in executing this Agreement, he does not rely and has not relied upon any other representation or statement made by Defendant or by any of Defendant's agents, representatives, or attorneys with regard to the subject matter, basis, or fact of this Agreement (other than the payment of the settlement amounts stated in paragraph 1 herein). Plaintiff further represents and acknowledges that he has thoroughly discussed all aspects of this Agreement with his attorneys, that he has carefully read and understands all of the provisions of this Agreement, and that he is voluntarily entering into this Agreement. Plaintiff acknowledges and confirms that the only consideration for his signing this Agreement are the terms and conditions stated in this

Agreement, that no other promise or agreement of any kind, except those set forth in this Agreement, has been made to him by any person to cause him to sign this document.

9. **No Assignment.** Plaintiff represents and warrants that he is the sole owner of and has not sold, pledged, assigned, granted or otherwise transferred part or all of any claims that have or could have been pursued by Plaintiff against Defendant.

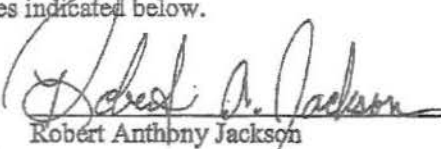
10. **Governing Law.** This Agreement is made and delivered in the State of Tennessee, and shall in all respects be interpreted, enforced, and governed under the laws of said state.

11. **Severability of Provisions.** The parties agree that, should any part, term or provision of this Agreement be declared or determined by any agency or court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

12. **Complete Agreement.** This Agreement contains the entire agreement between Plaintiff and Defendant, and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. This Agreement supersedes any other agreement, either oral or in writing, between the parties. There will also be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

WHEREFORE, the undersigned have caused this Confidential Settlement Agreement and Release to be executed on the dates indicated below.

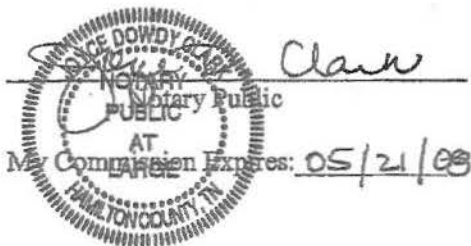
By:


Robert Anthony Jackson

Date:

3/21/05

Sworn to and subscribed before
me this 21st day of March, 2005.



CCA of Tennessee, Inc. and Corrections
Corporation of America

By: Steven Evan Aloom
Title: Deputy General Counsel
Date: 4-22-05

Sworn to and subscribed before
me this 22nd day of April, 2005.

Billie Blansett
Notary Public

My Commission Expires: 11-26-05

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

SAMUEL L. KEY,)
)
 Plaintiff,)
)
 vs.) No.: 02C551
)
 CORRECTIONS CORPORATION OF)
 AMERICA,)
)
 Defendant.)

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT is made by and among Samuel L. Key (hereinafter referred to as "Plaintiff") and his attorney, Mary Leech, and Corrections Corporation of America (hereinafter referred to as "Defendant").

WHEREAS, the Plaintiff filed an action in the Circuit Court of Davidson County, Tennessee at Nashville, against the Defendant, designated as Civil Action No.: 02C551 and Defendant has denied all liability therein in the case; and

WHEREAS, the parties hereto have entered into an agreement for the settlement of the above action in an effort to avoid costly, unnecessary litigation and to fully and forever resolve all outstanding issues of law and fact in regard to all claims made and that might have been made in the above-captioned suit.

NOW THEREFORE, it is hereby agreed by and among the parties as follows:

1. Corrections Corporation of America ("CCA") agrees to pay to the Plaintiff, Samuel L. Key, and his attorney, Mary Leech, the sum of TWELVE THOUSAND (\$12,000.00) DOLLARS and to the Circuit Court Clerk of Davidson County the amount of SIX HUNDRED

THIRTY DOLLARS AND FIFTY (\$630.50) CENTS as costs of this cause, in full and final settlement of the above cause of action, including the lien for attorney fees of Mary Leech.

2. In consideration of the above and foregoing payments and mutual promises, the Plaintiff, Samuel L. Key, and his attorney Mary Leech, do hereby release, acquit and forever discharge Defendant, CCA, and all past, present and future officers, directors, stockholders, agents, representatives, employees, insurers, attorneys, assigns and successors in interest of and from any and all claims, demands, causes of actions and suits at law or in equity of any kind or type or nature whatsoever, whether such injury or damage is now known or unknown, past, present or future, arising out of or based upon any personal injuries or damages of any kind actually or allegedly suffered by Plaintiff as a result, directly or indirectly, in whole or in part, which Plaintiff ever had or which he may now have or may at any time hereafter assert against the Defendant (1) concerning any acts or omissions of Defendant, or (2) arising out of the incident(s) having been made the basis of litigation filed under Civil Action No.: 02-C-551, in the Circuit Court of Davidson County, Tennessee at Nashville, under the style of Samuel L. Key v. Corrections Corporation of America, et al., including all claims asserted by Plaintiff in the referenced litigation and as are more fully described in the pleadings filed in that cause. Plaintiff does further release, acquit and forever discharge Defendant from any and all claims, demands, actions, causes of action and suits of law or in equity and all claims of any nature whatsoever arising out of or resulting from the aforesaid litigation or from any conditions that arose in his confinement with Corrections Corporation of America at any time whether in contract or in tort for any and all injuries, damages, claims, losses or demands of whatsoever kind, type and character which may have been sustained, experienced or incurred by whether known or unknown at this time, and whether in existence or not in existence at this time, or which may develop, appear or

become worse, aggravated or disabling or result in death or other consequences in the future or arise or appear in the future.

3. It is understood and agreed that this Settlement Agreement and Release shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

4. It is understood and agreed that the payment of the herein above described consideration by the Defendant, is not to be construed as an admission of liability on the part of the Defendant. Any payment made hereunder is in settlement of the Plaintiff's claims which are not admitted. This Release is being given by the Plaintiff voluntarily, and is not based upon any representations of any kind made by Defendant, CCA, or their representatives, agents or employees as to the merits, legal liability or value of Plaintiff's claims, or any other matter relating to those claims. In making this settlement, Plaintiff relies completely upon his own judgment, belief and knowledge of his rights, together with the advice of counsel, Mary Leech.

5. It is understood and agreed that the Plaintiff will not disclose the terms of this Release, whether or not any money was paid or received hereunder, and the amount of such money; nor shall the Plaintiff make any further statement or comment whatsoever, oral or written, with regard to the terms, amount of settlement, or matters settled pursuant to this Release, other than that they have been resolved to the mutual satisfaction of all parties involved and to file the required Order dismissing said case. An exception to this confidentiality clause applies in the event Plaintiff must pursue through the Court a determination of a subrogation amount. Should the Plaintiff disclose or attempt to disclose any matter which the parties have hereinabove agreed to keep confidential, other than the aforementioned exception, then the Defendant shall have the right to seek injunctive relief, in addition to monetary damages.


6. The Plaintiff warrants that he has read this document carefully and signs the same as his own free act. Plaintiff represents and warrants that he is over 21 years of age and legally competent to execute this Release, and that before executing this Release, he fully understands the same and executes it with the full knowledge of its contents and meaning.

7. The undersigned further understands, declares and agrees that no other promise, inducement or agreement not herein expressed has been made to him and that this Final Release and Settlement Agreement contains the entire agreement between the parties hereto and that the terms of this Final Release and Settlement Agreement are contractual and not merely recital; and this Final Release and Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee.

8. That the undersigned, Samuel L. Key, and counsel, Mary Leech, warrant that they have or will satisfy any and all claims of third parties, including but not limited to, for subrogation or unpaid medical bills or otherwise by settlement, payment or other forms of satisfaction and that the undersigned will indemnify and save harmless said Corrections Corporation of America and their heirs, personal representatives, agents, servants, administrators, successors and assigns of and from any and every claim or demand of every kind or character, which may be asserted by reason of said injuries or the effects or consequences thereof whether by tort of contract or by third parties claiming by or through him.

9. It is further understood and agreed that, pursuant to the provisions of the Tennessee Rules of Civil Evidence this Settlement Agreement and Release shall not be admitted into evidence against the Plaintiff or Defendant. Plaintiff or Defendant may use this Settlement Agreement and Release in evidence in defense of any suit or claim brought or asserted against Plaintiff or Defendant to show accord and satisfaction of the dispute.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and date indicated below.

BY: 

SAMUEL L. KEY - PLAINTIFF
2717 Reynolds Drive
Murfreesboro, Tennessee 37219

DATE: _____

BY: _____
MARY LEECH, Attorney for Plaintiff
P.O. Box 291564
Nashville, Tennessee 37229

DATE: _____

PENTECOST, GLENN & RUDD, P.L.L.C.

BY: _____
K. MICHELLE BOOTH
Attorney for Defendant,
CCA
106 Stonebridge Blvd.
Jackson, Tennessee 38305
(731) 668-5995

DATE: _____

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

The following is a Confidential Settlement Agreement and Release of All Claims (hereinafter "Agreement") by and between Paul Dewayne Lavender (hereinafter "Plaintiff") and CCA of Tennessee, Inc. and Corrections Corporation of America (hereinafter referred to with their current or former officers, directors, agents, employees, stockholders, divisions, attorneys, successors, affiliates, subsidiaries, surviving company or companies by reason of any merger or acquisition, heirs, executors, administrators, spouses, and assigns as "Defendant") regarding any and all past and present claims and their future effects that have arisen or could arise out of Plaintiff's incarceration at the Silverdale Detention Center and the treatment that he received from Defendant during that period of incarceration.

WITNESSETH:

WHEREAS, Plaintiff filed a civil action against Defendant, which civil action is currently pending in the United States District Court for the Eastern District of Tennessee, bearing docket number 1:05-CV-1, and styled Paul Dewayne Lavender v. Corrections Corporation of America /d/b/a CCH Silverdale Detention Facilities, and unknown agents or employees at Silverdale Detention Facilities (the "Civil Action"); and

WHEREAS, Plaintiff and Defendant now desire to resolve by compromise and settlement all claims sought to be enforced by Plaintiff against Defendant in the Civil Action, all claims which were or might have been made against Defendant in the Civil Action, as well as all claims in any manner arising from or connected with Plaintiff's incarceration at the Silverdale Detention Center and the treatment that he received from Defendant during that period of incarceration.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, Plaintiff and Defendant do hereby agree as follows:

1. **Settlement Amount.** In consideration for this Agreement, Defendant agrees to pay the total amount of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) by check made payable to Paul Dewayne Lavender and A. Christian Lanier, III, which amount represents compensatory damages for personal injury claimed by Plaintiff as well as attorney fees. It is agreed that this check encompasses the total monetary consideration to be paid by Defendant to Plaintiff for this settlement, and is paid in full, final and complete settlement of all claims that were or could have been asserted by Plaintiff in the aforementioned Civil Action or in any other litigation. The parties agree that this amount does not represent lost wages, and that no payroll taxes will be withheld from this payment. Plaintiff agrees to accept all responsibility for paying the appropriate taxes, penalties and interest that may be assessed as a result of the payment of this amount to him by Defendant.

2. **Confidentiality.** Plaintiff agrees to keep completely confidential the amount and terms of this Agreement and the circumstances giving rise to this Agreement, and will not disclose, directly or indirectly, any such information to any person or entity with the exception



that he may disclose information regarding this Agreement to his attorneys and to a professional tax advisor or tax return preparer for the limited purpose of obtaining advice regarding or preparing such tax return or returns as may be necessary. In the event that Plaintiff makes such limited disclosure to such persons as are authorized by this Agreement, he shall affirmatively instruct such persons to abide strictly by the conditions of confidentiality imposed hereunder. In the event that Plaintiff is asked about his claims against Defendant by some person or entity other than those specified in this paragraph, Plaintiff is authorized to divulge only that such claims have been resolved. Plaintiff further recognizes and acknowledges that strict confidentiality is of the essence of this Agreement, and that Defendant would suffer immediate and irreparable harm in the event of any breach of that confidentiality. In the event of a breach of this confidentiality provision, this Settlement Agreement shall not be void; however, Defendant may bring an action in a Court of appropriate jurisdiction to enforce the confidentiality provisions and to recover appropriate damages, attorney fees and costs.

3. **General Release.** Plaintiff, for and on behalf of himself, individually, and his heirs, executors, trustees, administrators, representatives and assigns, hereby fully, finally, completely, and forever RELEASES Defendant (including, without limitation, Corrections Corporation of America, CCA of Tennessee, Inc.) from any and all claims and causes of action under any federal, state or local statute, ordinance, or under the common law, which he has or might have against Defendant, including, without limitation, any claim based on express or implied contract; any claims of promissory estoppel; any action arising in tort, including, but in no way limited to, medical malpractice, libel, slander, defamation, intentional infliction of emotional distress, outrageous conduct or negligence; any claim for wrongful discharge, any constitutional claims, including any claim pursuant to 42 U.S.C. Section 1983, or any claim under all laws relating to the violation of public policy, retaliation or compensation; any claims arising under disability discrimination, including the Americans with Disabilities Act; any whistle-blower claims; or any claims under other applicable federal, state or local law, regulation, ordinance or order, at common law or otherwise arising out of Plaintiff's incarceration at the Silverdale Detention Center and treatment that he received while incarcerated there, which Plaintiff now has, owns or holds, or claims to have, own or hold, or which he at any time heretofore had, owned or held, or claimed to have, own or hold against Defendant. Plaintiff further releases Defendant from all claims which were alleged or which could have been alleged by Plaintiff against Defendant for any and all injuries, harm, damages, lost wages, medical expenses, penalties, costs, losses, expenses, attorney fees, and/or liability or other detriment, if any, whatsoever and whenever incurred, suffered or claimed by Plaintiff as a result of any and all alleged acts, omissions, or events arising from or in any way connected with any communications, negotiations, dealings, treatment and compensation between Plaintiff and Defendant that have or may have occurred from the beginning of time to the effective date of this Agreement.

4. **Final Order.** The parties agree that, commensurate with the execution of this Agreement, Plaintiff, through his attorneys of record in the Civil Action, shall cause to be entered an Order in the United States District Court for the Eastern District of Tennessee, reciting the fact that all claims asserted by him in the Civil Action have been resolved, dismissing such claims on the merits and with prejudice.

5. **Disclaimer of Liability.** Plaintiff acknowledges that Defendant's payment of the sum described in Paragraph 1 does not constitute and shall not be construed as an admission of any acts of discrimination, retaliation, misconduct, or negligence whatsoever against Plaintiff or any other person, and Defendant specifically disclaims any liability to, discrimination, retaliation, misconduct, or negligence against Plaintiff or any other person, on the part of themselves, their employees, or their agents, and the above-described payment is made in order to compromise and settle an unliquidated obligation which has been disputed by Defendant. Defendant expressly denies the claims made or which could have been made by Plaintiff.

6. **Tax Consequences of Settlement Payment.** The settlement amount referenced in Paragraph 1 represents attorney fees and compensatory damages for personal injury. This payment does not represent lost wages. Consequently, Defendant is under no obligation to withhold taxes on this payment. In the event any taxes, penalties or liabilities of any kind are owed, assessed or incurred by Defendant on this payment, Plaintiff hereby agrees that such taxes, penalties, or liabilities will be his sole responsibility and he will fully and completely indemnify and hold harmless Defendant for such taxes, penalties or liabilities, and that Defendant will not be liable for the payment of any taxes, penalties, or liabilities on his behalf. Defendant will issue appropriate 1099 forms to Plaintiff and his attorney. Nothing herein shall be construed or relied upon as advice or opinion by or on behalf of Defendant regarding the tax treatment of the settlement payment, and Plaintiff hereby expressly acknowledges that he will rely solely on his own accountant, attorney or advisor for such advice or opinion.

7. **Complete Defense and Indemnification.** Plaintiff acknowledges and agrees that this Agreement may be used by Defendant as a complete defense to any past, present, or future claim or entitlement which Plaintiff has against Defendant for or on account of any matter or thing whatsoever arising out of his relationship with Defendant and which has been set forth herein. Plaintiff also understands and agrees to indemnify Defendant for any costs, damages, and attorney fees which it may incur in defending or prosecuting claims arising out of or caused by Plaintiff's breach of this Agreement. Defendant understands and agrees to indemnify Plaintiff for any costs, damages, and/or attorney fees which he may incur in defending or prosecuting any claims arising out of or caused by Defendant's breach of this Agreement.

8. **Full Knowledge and Volition.** Plaintiff represents and acknowledges that, in executing this Agreement, he does not rely and has not relied upon any other representation or statement made by Defendant or by any of Defendant's agents, representatives, or attorneys with regard to the subject matter, basis, or fact of this Agreement (other than the payment of the settlement amounts stated in Paragraph 1 herein). Plaintiff further represents and acknowledges that he has thoroughly discussed all aspects of this Agreement with his attorneys, that he has carefully read and understands all of the provisions of this Agreement, and that he is voluntarily entering into this Agreement. Plaintiff acknowledges and confirms that the only consideration for his signing this Agreement are the terms and conditions stated in this Agreement, that no other promise or agreement of any kind, except those set forth in this Agreement, has been made to him by any person to cause him to sign this document.

9. **No Assignment.** Plaintiff represents and warrants that he is the sole owner of and has not sold, pledged, assigned, granted or otherwise transferred part or all of any claims that have or could have been pursued by Plaintiff against Defendant.

10. **Governing Law.** This Agreement is made and delivered in the State of Tennessee, and shall in all respects be interpreted, enforced, and governed under the laws of said state.

11. **Severability of Provisions.** The parties agree that, should any part, term or provision of this Agreement be declared or determined by any agency or court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

12. **Complete Agreement.** This Agreement contains the entire agreement between Plaintiff and Defendant, and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. This Agreement supersedes any other agreement, either oral or in writing, between the parties. There will also be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

WHEREFORE, the undersigned have caused this Confidential Settlement Agreement and Release to be executed on the dates indicated below.

By: Paul Dewayne Lavender
Paul Dewayne Lavender

Date: 10-6-05

Sworn to and subscribed before me this 16 day of Oct., 2005.

Barbara M. Shupin
Notary Public
My Commission Expires: 11-22-06



CCA of Tennessee, Inc. and Corrections Corporation of America

By: Stephen Evans Groom
Title: Vice President - Deputy General Counsel
Date: 11-4-05

Sworn to and subscribed before me this 4th day of Nov., 2005.

Billie Blometh
Notary Public
My Commission Expires: 11/26/05

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

The following is a Confidential Settlement Agreement and Release of All Claims (hereinafter "Agreement") by and between Gertie Miller, individually and as the natural parent and next of kin of Freddie Lindsey Lightner, Jr., Deceased (hereinafter "Plaintiff") and CCA of Tennessee, Inc. and Corrections Corporation of America (hereinafter referred to with their current or former officers, directors, agents, employees, stockholders, divisions, attorneys, successors, affiliates, subsidiaries, surviving company or companies by reason of any merger or acquisition, heirs, executors, administrators, spouses, and assigns as "Defendant") regarding any and all past and present claims and their future effects that have arisen or could arise out of Plaintiff's incarceration at the Silverdale Detention Center and the treatment that he received from Defendant during that period of incarceration.

WITNESSETH:

WHEREAS, Plaintiff filed a civil action against Defendant, which civil action is currently pending in the United States District Court for the Eastern District of Tennessee at Chattanooga, bearing civil action number 1:03-CV-57, and styled Gertie Miller, individually and as the natural parent and next of kin of Freddie Lindsey Lightner, Jr., Deceased v. Corrections Corporation of America, d/b/a Silverdale Detention Facility; Alan Bargery, in his individual and official capacity as the Warden of Silverdale Detention Center; John/Jane Does 1-10, in their individual capacities and capacities as employees of Corrections Corporation of America (the "Civil Action"); and

WHEREAS, Plaintiff and Defendant now desire to resolve by compromise and settlement all claims sought to be enforced by Plaintiff against Defendant in the Civil Action, all claims which were or might have been made against Defendant in the Civil Action, as well as all claims in any manner arising from or connected with Plaintiff's incarceration at the Silverdale Detention Center and the treatment that he received from Defendant during that period of incarceration.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, Plaintiff and Defendant do hereby agree as follows:

1. **Settlement Amount.** In consideration for this Agreement, Defendant agrees to pay the total amount of Twenty Five Thousand and No/100 (\$25,000.00) Dollars by check made payable to Gertie Miller and The Cochran Firm, which amount represents compensatory damages for personal injury claimed by Plaintiff as well as attorney fees. It is agreed that this check encompasses the total monetary consideration to be paid by Defendant to Plaintiff for this settlement, and is paid in full, final and complete settlement of all claims that were or could have been asserted by Plaintiff in the aforementioned Civil Action or in any other litigation. The parties agree that this amount does not represent lost wages, and that no payroll taxes will be withheld from this payment. Plaintiff agrees to accept all responsibility for paying



the appropriate taxes, penalties and interest that may be assessed as a result of the payment of this amount to her by Defendant.

2. **Confidentiality.** Plaintiff agrees to keep completely confidential the amount and terms of this Agreement and the circumstances giving rise to this Agreement, and will not disclose, directly or indirectly, any such information to any person or entity with the exception that she may disclose information regarding this Agreement to her attorneys and to a professional tax advisor or tax return preparer for the limited purpose of obtaining advice regarding or preparing such tax return or returns as may be necessary. In the event that Plaintiff makes such limited disclosure to such persons as are authorized by this Agreement, she shall affirmatively instruct such persons to abide strictly by the conditions of confidentiality imposed hereunder. In the event that Plaintiff is asked about her claims against Defendant by some person or entity other than those specified in this paragraph, Plaintiff is authorized to divulge only that such claims have been resolved. Plaintiff further recognizes and acknowledges that strict confidentiality is of the essence of this Agreement, and that Defendant would suffer immediate and irreparable harm in the event of any breach of that confidentiality. In the event of a breach of this confidentiality provision, this Settlement Agreement shall not be void; however, Defendant may bring an action in a Court of appropriate jurisdiction to enforce the confidentiality provisions and to recover appropriate damages, attorney fees and costs.

3. **General Release.** Plaintiff, for and on behalf of herself, individually, and her heirs, executors, trustees, administrators, representatives and assigns, hereby fully, finally, completely, and forever RELEASES Defendant (including, without limitation, Corrections Corporation of America, CCA of Tennessee, Inc. and Alan Bargery) from any and all claims and causes of action under any federal, state or local statute, ordinance, or under the common law, which she has or might have against Defendant, including, without limitation, any claim based on express or implied contract; any claims of promissory estoppel; any action arising in tort, including, but in no way limited to, medical malpractice, libel, slander, defamation, intentional infliction of emotional distress, outrageous conduct or negligence; any claim for wrongful discharge, any constitutional claims, including any claim pursuant to 42 U.S.C. Section 1983, or any claim under all laws relating to the violation of public policy, retaliation or compensation; any claims arising under disability discrimination, including the Americans with Disabilities Act; any whistle-blower claims; or any claims under other applicable federal, state or local law, regulation, ordinance or order, at common law or otherwise arising out of Freddie Lightner's incarceration at the Silverdale Detention Center and treatment that he received while incarcerated there, which Plaintiff now has, owns or holds, or claims to have, own or hold, or which she at any time heretofore had, owned or held, or claimed to have, own or hold against Defendant. Plaintiff further releases Defendant from all claims which were alleged or which could have been alleged by Plaintiff against Defendant for any and all injuries, harm, damages, lost wages, medical expenses, penalties, costs, losses, expenses, attorney fees, and/or liability or other detriment, if any, whatsoever and whenever incurred, suffered or claimed by Plaintiff as a result of any and all alleged acts, omissions, or events arising from or in any way connected with any communications, negotiations, dealings, treatment and compensation between Plaintiff and Defendant that have or may have occurred from the beginning of time to the effective date of this Agreement.

4. **Final Order.** The parties agree that, commensurate with the execution of this Agreement, Plaintiff, through her attorneys of record in the Civil Action, shall cause to be entered an Order in the United States District Court for the Eastern District of Tennessee, reciting the fact that all claims asserted by her in the Civil Action have been resolved, dismissing such claims on the merits and with prejudice.

5. **Disclaimer of Liability.** Plaintiff acknowledges that Defendant's payment of the sum described in paragraph 1 does not constitute and shall not be construed as an admission of any acts of discrimination, retaliation, misconduct, or negligence whatsoever against Plaintiff or any other person, and Defendant specifically disclaims any liability to, discrimination, retaliation, misconduct, or negligence against Plaintiff or any other person, on the part of themselves, their employees, or their agents, and the above-described payment is made in order to compromise and settle an unliquidated obligation which has been disputed by Defendant. Defendant expressly denies the claims made or which could have been made by Plaintiff.

6. **Tax Consequences of Settlement Payment.** The settlement amount referenced in paragraph 1 represents attorney fees and compensatory damages for personal injury. This payment does not represent lost wages. Consequently, Defendant is under no obligation to withhold taxes on this payment. In the event any taxes, penalties or liabilities of any kind are owed, assessed or incurred by Defendant on this payment, Plaintiff hereby agrees that such taxes, penalties, or liabilities will be her sole responsibility and she will fully and completely indemnify and hold harmless Defendant for such taxes, penalties or liabilities, and that Defendant will not be liable for the payment of any taxes, penalties, or liabilities on her behalf. Defendant will issue appropriate 1099 forms to Plaintiff and her attorney. Nothing herein shall be construed or relied upon as advice or opinion by or on behalf of Defendant regarding the tax treatment of the settlement payment, and Plaintiff hereby expressly acknowledges that she will rely solely on her own accountant, attorney or advisor for such advice or opinion.

7. **Complete Defense and Indemnification.** Plaintiff acknowledges and agrees that this Agreement may be used by Defendant as a complete defense to any past, present, or future claim or entitlement which Plaintiff has against Defendant for or on account of any matter or thing whatsoever arising out of her relationship with Defendant and which has been set forth herein. Plaintiff also understands and agrees to indemnify Defendant for any costs, damages, and attorney fees which it may incur in defending or prosecuting claims arising out of or caused by Plaintiff's breach of this Agreement. Defendant understands and agrees to indemnify Plaintiff for any costs, damages, and/or attorney fees which she may incur in defending or prosecuting any claims arising out of or caused by Defendant's breach of this Agreement.

8. **Full Knowledge and Volition.** Plaintiff represents and acknowledges that, in executing this Agreement, she does not rely and has not relied upon any other representation or statement made by Defendant or by any of Defendant's agents, representatives, or attorneys with regard to the subject matter, basis, or fact of this Agreement (other than the payment of the settlement amounts stated in paragraph 1 herein). Plaintiff further represents and

acknowledges that she has thoroughly discussed all aspects of this Agreement with her attorneys, that she has carefully read and understands all of the provisions of this Agreement, and that she is voluntarily entering into this Agreement. Plaintiff acknowledges and confirms that the only consideration for her signing this Agreement are the terms and conditions stated in this Agreement, that no other promise or agreement of any kind, except those set forth in this Agreement, has been made to her by any person to cause her to sign this document.

9. **No Assignment.** Plaintiff represents and warrants that she is the sole owner of and has not sold, pledged, assigned, granted or otherwise transferred part or all of any claims that have or could have been pursued by Plaintiff against Defendant.

10. **Governing Law.** This Agreement is made and delivered in the State of Tennessee, and shall in all respects be interpreted, enforced, and governed under the laws of said state.

11. **Severability of Provisions.** The parties agree that, should any part, term or provision of this Agreement be declared or determined by any agency or court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

12. **Complete Agreement.** This Agreement contains the entire agreement between Plaintiff and Defendant, and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. This Agreement supersedes any other agreement, either oral or in writing, between the parties. There will also be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

WHEREFORE, the undersigned have caused this Confidential Settlement Agreement and Release to be executed on the dates indicated below.

By: *Gertie M. Miller*
Gertie Miller, individually and as the natural
parent and next of kin of Freddie Lindsey
Lightner, Jr.

Date: 2-5-04

Sworn to and subscribed before
me this 5 day of February, 2004.

Roberta D. Alverdy
Notary Public

My Commission Expires: 5/8/2006

CCA of Tennessee, Inc. and Corrections
Corporation of America

By: Steven Edward Groom
Title: Deputy General Counsel
Date: February 26, 2004

Sworn to and subscribed before
me this 26th day of February, 2004.

Billy Blamatt
Notary Public

My Commission Expires: 11-26-05

IN THE CIRCUIT COURT OF HARDEMAN COUNTY, TENNESSEE
AT WHITEVILLE

RANDALL A. MYERS,

Plaintiff,

V.

NO: 9681

CORRECTIONS CORPORATION
OF AMERICA, et al.,

Defendants.

SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT is made by and among Randall A. Myers (hereinafter referred to as "Plaintiff") and Corrections Corporation of America (hereinafter referred to as "Defendant").

WHEREAS, the Plaintiff filed an action in the Circuit Court of Hardeman County, Tennessee at Bolivar, against the Defendant, designated as Civil Action No.: 9681 and Defendant has denied all liability therein in the case; and

WHEREAS, the parties hereto have entered into an agreement for the settlement of the above action in an effort to avoid costly, unnecessary litigation and to fully and forever resolve all outstanding issues of law and fact in regard to all claims made and that might have been made in the above-captioned suit.

NOW THEREFORE, it is hereby agreed by and among the parties as follows:

1. Corrections Corporation of America ("CCA") agrees to pay to the Plaintiff, Randall A. Myers, the sum of EIGHT THOUSAND FIVE HUNDRED (\$8,500.00) DOLLARS, in full and final settlement of the above cause of action.



2. In consideration of the above and foregoing payment and mutual promises, the Plaintiff, Randall A. Myers, does hereby release, acquit and forever discharge Defendant, CCA, and all past, present and future officers, directors, stockholders, agents, representatives, employees, insurers, attorneys, assigns and successors in interest of and from any and all claims, demands, causes of actions and suits at law or in equity of any kind or type or nature whatsoever, whether such injury or damage is now known or unknown, past, present or future, arising out of or based upon any personal injuries or damages of any kind actually or allegedly suffered by Plaintiff as a result, directly or indirectly, in whole or in part, which Plaintiff ever had or which he may now have or may at any time hereafter assert against the Defendant (1) concerning any acts or omissions of Defendant, or (2) arising out of the incident(s) having been made the basis of litigation filed under Civil Action No.: 9681, in the Circuit Court of Hardman County, Tennessee at Bolivar, under the style of Randal A. Myers v. Corrections Corporation of America, et al., including all claims asserted by Plaintiff in the referenced litigation and as are more fully described in the pleadings filed in that cause. Plaintiff does further release, acquit and forever discharge Defendant from any and all claims, demands, actions, causes of action and suits of law or in equity and all claims of any nature whatsoever arising out of or resulting from the aforesaid litigation or from any conditions that arose in his confinement with Corrections Corporation of America at any time whether in contract or in tort for any and all injuries, damages, claims, losses or demands of whatsoever kind, type and character which may have been sustained, experienced or incurred by whether known or unknown at this time, and whether in existence or not in existence at this time, or which may develop, appear or become worse, aggravated or disabling or result in death or other consequences in the future or arise or appear in the future. Moreover, the Plaintiff warrants that at the time of entering into this agreement, no debts had been incurred which would

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Randall
Myers

result in the withdrawal of funds from his trust account and further, upon payment of the above consideration, Plaintiff forever releases and discharges Defendant from any claim regarding the removal of funds from his inmate trust account.

3. It is understood and agreed that this Settlement Agreement and Release shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

4. It is understood and agreed that the payment of the herein above described consideration by the Defendant, is not to be construed as an admission of liability on the part of the Defendant. Any payment made hereunder is in settlement of the Plaintiff's claims which are not admitted. This Release is being given by the Plaintiff voluntarily, and is not based upon any representations of any kind made by Defendant, CCA, or their representatives, agents or employees as to the merits, legal liability or value of Plaintiff's claims, or any other matter relating to those claims. In making this settlement, Plaintiff relies completely upon his own judgment, belief and knowledge of his rights.

5. It is understood and agreed that the Plaintiff will not disclose the terms of this Release, whether or not any money was paid or received hereunder, and the amount of such money; nor shall the Plaintiff make any further statement or comment whatsoever, oral or written, with regard to the terms, amount of settlement, or matters settled pursuant to this Release, other than that they have been resolved to the mutual satisfaction of all parties involved and to file the required Order dismissing said case. Should the Plaintiff disclose or attempt to disclose any matter which the parties have hereinabove agreed to keep confidential, then the Defendant shall have the right to seek injunctive relief, in addition to monetary damages.

6. The Plaintiff warrants that he has read this document carefully and signs the same as

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his own free act. Plaintiff represents and warrants that he is over 21 years of age and legally competent to execute this Release, and that before executing this Release, he fully understands the same and executes it with the full knowledge of its contents and meaning.

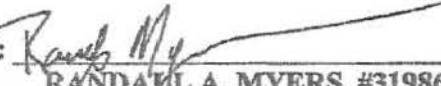
7. The undersigned further understands, declares and agrees that no other promise, inducement or agreement not herein expressed has been made to him and that this Final Release and Settlement Agreement contains the entire agreement between the parties hereto and that the terms of this Final Release and Settlement Agreement are contractual and not merely recital; and this Final Release and Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee.

8. That the undersigned, Randall A. Myers, warrants that he has or will satisfy any and all claims of third parties including but not limited to for subrogation or unpaid medical bills or otherwise by settlement, payment or other forms of satisfaction and that the undersigned will indemnify and save harmless said Corrections Corporation of America and their heirs, personal representatives, agents, servants, administrators, successors and assigns of and from any and every claim or demand of every kind or character, which may be asserted by reason of said injuries or the effects or consequences thereof whether by tort or contract or by third parties claiming by or through him.

9. It is further understood and agreed that, pursuant to the provisions of the Tennessee Rules of Civil Evidence this Settlement Agreement and Release shall not be admitted into evidence against the Plaintiff or Defendant. Plaintiff or Defendant may use this Settlement Agreement and Release in evidence in defense of any suit or claim brought or asserted against Plaintiff or Defendant to show accord and satisfaction of the dispute.

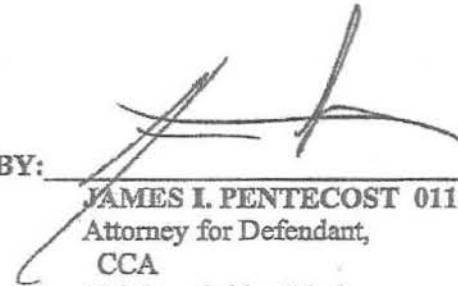
4
Randy Myers

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and date indicated below.

BY: 
RANDALL A. MYERS, #319861
Hardeman County Correctional Facility
2520 Union Springs Road
P.O. Box 549
Whiteville, Tennessee 38075 OR
2412 CECELIA
MARYVILLE, TN 37804

DATE: 2-6-04

PENTECOST, GLENN & RUDD, P.L.L.C.

BY: 
JAMES I. PENTECOST 011640
Attorney for Defendant,
CCA
106 Stonebridge Blvd.
Jackson, Tennessee 38305
(731) 668-5995

DATE: 2-6-04

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**CONFIDENTIAL SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

The following is a Confidential Settlement Agreement and Release of All Claims (hereinafter "Agreement") by and between Jeffrey Lee Pines (hereinafter "Plaintiff") and Corrections Corporation of America (hereinafter referred to with their current or former officers, directors, agents, employees, stockholders, divisions, attorneys, successors, affiliates, subsidiaries, surviving company or companies by reason of any merger or acquisition, heirs, executors, administrators, spouses, and assigns as "Defendant") regarding any and all past and present claims and their future effects that have arisen or could arise out of Plaintiff's incarceration at the Silverdale Detention Center, including, without limitation, all claims asserted in his Civil Complaint.

WITNESETH:

WHEREAS, Plaintiff filed a civil action against Defendant, which civil action is currently pending in the Circuit Court of Hamilton County, Tennessee bearing docket number 00C1339, and styled Jeffrey Lee Pines v. Corrections Corporation of America (the "Civil Action"); and

WHEREAS, Plaintiff and Defendant now desire to resolve by compromise and settlement all claims sought to be enforced by Plaintiff against Defendant in the Civil Action, all claims which were or might have been made against Defendant in the Civil Action, as well as all claims in any manner arising from or connected with Plaintiff's incarceration at the Silverdale Detention Center and any other claims that he may have against Defendant.

..ODMA\PCDOCS\DOCS\955779\1

kwiktag* 152 303 831



CCA SA 0075

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, Plaintiff and Defendant do hereby agree as follows:

1. **Settlement Amount.** In consideration for this Agreement, Defendant agrees to the following:

a. Defendant Corrections Corporation of America will pay to Plaintiff the amount of Three Thousand and No/100 (\$3,000.00) Dollars by check drawn upon Corrections Corporation of America made payable to the order of Jeffrey Lee Pines and his attorney, Charles G. Wright, Jr.

b. The parties agree that these payments represent compensatory damages for personal injury and attorney fees, and that no taxes will be withheld from these payments. Plaintiff Jeffrey Pines agrees to accept all responsibility for paying the appropriate taxes, penalties, and interest that may be assessed as a result of the payment of this settlement to him by Defendant.

2. **Confidentiality.** Plaintiff agrees to keep completely confidential the amount and terms of this Agreement and the circumstances giving rise to this Agreement, and will not disclose, directly or indirectly, any such information to any person or entity with the exception that he may disclose information regarding this Agreement to his attorney, members of his immediate family, and to a professional tax advisor or tax return preparer for the limited purpose of obtaining advice regarding or preparing such tax return or returns as may be necessary. In the event that Plaintiff makes such limited disclosure to such persons as are authorized by this Agreement, he shall affirmatively instruct such persons to abide strictly by the conditions of confidentiality imposed hereunder. In the event that Plaintiff is asked about his claims against Defendant by some person

or entity other than those specified in this paragraph, Plaintiff is authorized to divulge only that such claims have been resolved. Nothing in this Agreement shall prevent Plaintiff from responding to a subpoena issued by any agency or court of competent jurisdiction.

Plaintiff further recognizes and acknowledges that strict confidentiality is of the essence of this Agreement and that Defendant would suffer immediate and irreparable harm in the event of any breach of that confidentiality. In the event of a breach of this confidentiality provision, this Settlement Agreement shall not be void; however, Defendant may bring an action in a Court of appropriate jurisdiction in Hamilton County, Tennessee, to enforce the confidentiality provisions and to recover appropriate attorney fees in connection with such action.

3. **General Release.** Plaintiff, for and on behalf of himself, individually, and his heirs, executors, trustees, administrators, representatives, and spouse, hereby fully, finally, completely, and forever RELEASES Defendant from any and all claims and causes of action under any federal, state or local statute, ordinance, or under the common law, which he has or might have against Defendant. This release specifically includes, but is not limited to, any claim of negligence, violation of civil rights, harassment, breach of contract, defamation, invasion of privacy, intentional infliction of emotional distress, mental or physical anguish, humiliation, loss of reputation and esteem, and/or discrimination. Plaintiff further releases Defendant from all claims which were alleged or which could have been alleged by Plaintiff against Defendant for any and all injuries, harm, damages, lost income, medical expenses, penalties, costs, losses, expenses, attorney fees, and/or liability or other detriment, if any, whatsoever and whenever incurred, suffered or claimed by Plaintiff as a result of any and all alleged acts, omissions, or events arising from or in any way

connected with any communications, negotiations, and dealings between Plaintiff and Defendant that have or may have occurred from the beginning of time to the effective date of this Agreement.

4. **Final Order.** The parties agree that, commensurate with the execution of this Agreement, Plaintiff, through his attorney of record in the Civil Action, shall cause to be entered an Order in the Circuit Court of Hamilton County, Tennessee reciting the fact that all claims asserted by him in the Civil Action have been resolved, dismissing such claims on the merits and with prejudice.

5. **Disclaimer of Liability.** Plaintiff acknowledges that Defendant's payment of the sums described in Paragraph 1 does not constitute and shall not be construed as an admission of any acts of misconduct or negligence whatsoever against Plaintiff or any other person, and Defendant specifically disclaim any liability to, misconduct, or negligence against Plaintiff or any other person, on the part of themselves, their employees, or their agents, and the above-described payments are made in order to compromise and settle an unliquidated obligation which has been disputed by Defendant. Defendant expressly denies the claims made or which could have been made by Plaintiff.

6. **Tax Consequences of Settlement Payment.** The settlement amounts referenced in Paragraph 1 represent attorney fees and compensatory damages for personal injuries claimed by Plaintiff. The parties acknowledge that Defendant is under no obligation to withhold taxes on these payments. In the event a taxing authority determines any taxes are owed on these payments, Plaintiff hereby agrees that such taxes will be his sole responsibility and that Defendant will not be liable for the payment of any taxes on his behalf. Plaintiff agrees to indemnify Defendant

for all taxes, penalties and interest that may be assessed as a result of the payment of this settlement to him by Defendant.

7. **Complete Defense and Indemnification.** Plaintiff acknowledges and agrees that this Agreement may be used by Defendant as a complete defense to any past, present, or future claim or entitlement which he has against Defendant for or on account of any matter or thing whatsoever arising out of his relationship with Defendant and which has been set forth herein. Plaintiff also understands and agrees to indemnify Defendant for any costs, damages, and attorney fees which they may incur in defending or prosecuting claims arising out of or caused by Plaintiff's breach of this Agreement. Defendant understands and agrees to indemnify Plaintiff for any costs, damages, and/or attorney fees which he may incur in defending or prosecuting any claims arising out of or caused by Defendant's breach of this Agreement.

8. **Full Knowledge and Volition.** Plaintiff represents and acknowledges that, in executing this Agreement, he does not rely and has not relied upon any other representation or statement made by Defendant or by any of Defendant's agents, representatives, or attorneys with regard to the subject matter, basis, or fact of this Agreement (other than the payment of the settlement amounts stated in Paragraph 1 herein). Plaintiff further acknowledges that he has thoroughly discussed all aspects of this Agreement with his attorney, that he has carefully read and understands all of the provisions of this Agreement, and that he is voluntarily entering into this Agreement. Plaintiff acknowledges and confirms that the terms and conditions stated in this Agreement are the only consideration for him signing this Agreement, and that no other promise or agreement of any kind, except those set forth in this Agreement, has been made to him by any person to cause him to sign this document.

9. **Governing Law.** This Agreement is made and delivered in the State of Tennessee, and shall in all respects be interpreted, enforced, and governed under the laws of said state.

10. **Severability of Provisions.** The parties agree that, should any part, term or provision of this Agreement be declared or determined by any agency or court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

11. **Complete Agreement.** This Agreement contains the entire agreement between Plaintiff and Defendant, and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. This Agreement supersedes any other agreement, either oral or in writing, between the parties. There will also be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

WHEREFORE, Plaintiff and Defendant have caused this Confidential Settlement Agreement and Release to be executed on the dates indicated below.

By: Jeffrey Lee Pines
Jeffrey Lee Pines

Date: March 26 '02

STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the above-named county and state, personally appeared Jeffrey Lee Pines, with whom I am personally acquainted, and who, having first been duly sworn, made oath that he has read the foregoing Confidential Settlement Agreement and Release of All Claims, discussed its contents with counsel, and fully understands such contents and executed same as his free, voluntary, and fully informed act and deed.

WITNESS my hand, at office, this 26th day of March, 2002.

Kimberly Dale Clemons
Notary Public

My Commission Expires: 11/5/03

to pay to the Plaintiff, Thomas Pruitt, the sum of **ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS**, in full and final settlement of the above cause of action.

2. In consideration of the above and foregoing payment and mutual promises, the Plaintiff, Thomas Pruitt, does hereby release, acquit and forever discharge CCA and Defendants, Brandon Moore and Shirley McKinney, and all past, present and future officers, directors, stockholders, agents, representatives, employees, insurers, attorneys, assigns and successors in interest of and from any and all claims, demands, causes of actions and suits at law or in equity of any kind or type or nature whatsoever, whether such injury or damage is now known or unknown, past, present or future, arising out of or based upon any personal injuries or damages of any kind actually or allegedly suffered by Plaintiff as a result, directly or indirectly, in whole or in part, which Plaintiff ever had or which he may now have or may at any time hereafter assert against these Defendants (1) concerning any acts or omissions of Defendants, or (2) arising out of the incident(s) having been made the basis of litigation filed under Civil Action No.: 02-1145, in the United States District Court for the Western District of Tennessee, Eastern Division, under the style of Thomas Pruitt v. Senior Shirley McKinney, et al., including all claims asserted by Plaintiff in the referenced litigation and as are more fully described in the pleadings filed in that cause. Plaintiff does further release, acquit and forever discharge Defendants from any and all claims, demands, actions, causes of action and suits of law or in equity and all claims of any nature whatsoever arising out of or resulting from the aforesaid litigation.

3. It is understood and agreed that this Settlement Agreement and Release shall be binding upon and inure to the benefit of the parties and their respective heirs,

representatives, successors and assigns.

4. It is understood and agreed that the payment of the herein above described consideration by the Defendants, is not to be construed as an admission of liability on the part of the Defendants. Any payment made hereunder is in settlement of the Plaintiff's claims which are not admitted. This Release is being given by the Plaintiff voluntarily, and is not based upon any representations of any kind made by CCA and Defendants, Brandon Moore and Shirley McKinney, or their representatives as to the merits, legal liability or value of Plaintiff's claims, or any other matter relating to those claims. In making this settlement, Plaintiff relies completely upon his own judgment, belief and knowledge of his rights.

5. It is understood and agreed that neither the Plaintiff nor the Defendants will disclose the terms of this Release, whether or not any money was paid or received hereunder, and the amount of such money; nor shall the Plaintiff or the Defendants make any further statement or comment whatsoever, oral or written, with regard to the terms, amount of settlement, or matters settled pursuant to this Release, other than that they have been resolved to the mutual satisfaction of all parties involved and to file the required Order dismissing said case. It is further agreed that the parties may disclose the terms, amount of settlement or other matters related to this settlement with persons who have a need to know, such as tax attorneys or accountants, or pursuant to a lawful Order of any Court of competent jurisdiction. Should either party disclose or attempt to disclose any matter which the parties have hereinabove agreed to keep confidential, then the other party shall have the right to seek injunctive relief, in addition to monetary damages.

6. The Plaintiff warrants that he has read this document carefully and signs the same as his own free act. Plaintiff represents and warrants that he is over 21 years of age and legally competent to execute this Release, and that before executing this Release, he fully understands the same and executes it with the full knowledge of its contents and meaning.

7. It is understood that this release is given in good faith as a voluntary settlement by the Plaintiff of a disputed claim and shall not discharge any tortfeasor other than mentioned herein for the damages and injuries sustained by the Plaintiff. The Plaintiff releases and discharges the released parties from all liability for contribution or non-contractual indemnity to any other tortfeasor, and agrees to make whole, save harmless and indemnify the released parties for all expenses incurred and amounts paid, including costs and attorney's fees, on account of or arising out of any claim against the released parties for contribution or non-contractual indemnity by any tortfeasor.

8. It is further understood and agreed that, pursuant to the provisions of Federal Rules of Civil Evidence, Rule 408, this Compromise Settlement Agreement and Release shall not be admitted into evidence against the Plaintiff or Defendants. Plaintiff or Defendants may use this Compromise Settlement Agreement and Release in evidence in defense of any suit or claim brought or asserted against Plaintiff or Defendants to show accord and satisfaction of the dispute.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and date indicated below.

BY: Thomas Pruitt

THOMAS PRUITT
2570 East Grove Road
Gleason, TN 38229

DATE: 1-16-04

PENTECOST, GLENN & RUDD, P.L.L.C.

BY: K. Michelle Booth

JAMES L. PENTECOST 011640
K. MICHELLE BOOTH 018952
Attorneys for Defendants,
Brandon Moore and Shirley McKinney
106 Stonebridge Blvd.
Jackson, Tennessee 38305
(731) 668-5995

DATE: 1-21-04

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

The following is a Confidential Settlement Agreement and Release of All Claims (hereinafter "Agreement") by and between Jimmy Lee Redmond, Jr. (hereinafter "Plaintiff") and CCA of Tennessee, Inc. and Corrections Corporation of America (hereinafter referred to with their current or former officers, directors, agents, employees, stockholders, divisions, attorneys, successors, affiliates, subsidiaries, surviving company or companies by reason of any merger or acquisition, heirs, executors, administrators, spouses, and assigns as "Defendant") regarding any and all past and present claims and their future effects that have arisen or could arise out of Plaintiff's incarceration at the Silverdale Detention Center and the treatment that he received from Defendant during that period of incarceration.

WITNESSETH:

WHEREAS, Plaintiff filed a civil action against Defendant, which civil action is currently pending in the Circuit Court of Hamilton County, Tennessee, bearing docket number 04C-160, and styled Jimmy Lee Redmond, Jr. v. CCA of Tennessee, Inc., (the "Civil Action"); and

WHEREAS, Plaintiff and Defendant now desire to resolve by compromise and settlement all claims sought to be enforced by Plaintiff against Defendant in the Civil Action, all claims which were or might have been made against Defendant in the Civil Action, as well as all claims in any manner arising from or connected with Plaintiff's incarceration at the Silverdale Detention Center and the treatment that he received from Defendant during that period of incarceration.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, Plaintiff and Defendant do hereby agree as follows:

1. **Settlement Amount.** In consideration for this Agreement, Defendant agrees to pay the total amount of Seventy Five Hundred and No/100 (\$7,500.00) Dollars by check made payable to Jimmy Lee Redmond, Jr. and John T. Rice, P.C., which amount represents compensatory damages for personal injury claimed by Plaintiff as well as attorney fees. It is agreed that this check encompasses the total monetary consideration to be paid by Defendant to Plaintiff for this settlement, and is paid in full, final and complete settlement of all claims that were or could have been asserted by Plaintiff in the aforementioned Civil Action or in any other litigation. The parties agree that this amount does not represent lost wages, and that no payroll taxes will be withheld from this payment. Plaintiff agrees to accept all responsibility for paying the appropriate taxes, penalties and interest that may be assessed as a result of the payment of this amount to him by Defendant.

2. **Confidentiality.** Plaintiff agrees to keep completely confidential the amount and terms of this Agreement and the circumstances giving rise to this Agreement, and will not disclose, directly or indirectly, any such information to any person or entity with the



exception that he may disclose information regarding this Agreement to his attorneys and to a professional tax advisor or tax return preparer for the limited purpose of obtaining advice regarding or preparing such tax return or returns as may be necessary. In the event that Plaintiff makes such limited disclosure to such persons as are authorized by this Agreement, he shall affirmatively instruct such persons to abide strictly by the conditions of confidentiality imposed hereunder. In the event that Plaintiff is asked about his claims against Defendant by some person or entity other than those specified in this paragraph, Plaintiff is authorized to divulge only that such claims have been resolved. Plaintiff further recognizes and acknowledges that strict confidentiality is of the essence of this Agreement, and that Defendant would suffer immediate and irreparable harm in the event of any breach of that confidentiality. In the event of a breach of this confidentiality provision, this Settlement Agreement shall not be void; however, Defendant may bring an action in a Court of appropriate jurisdiction to enforce the confidentiality provisions and to recover appropriate damages, attorney fees and costs.

3. **General Release.** Plaintiff, for and on behalf of himself, individually, and his heirs, executors, trustees, administrators, representatives and assigns, hereby fully, finally, completely, and forever RELEASES Defendant (including, without limitation, Corrections Corporation of America, CCA of Tennessee, Inc.) from any and all claims and causes of action under any federal, state or local statute, ordinance, or under the common law, which he has or might have against Defendant, including, without limitation, any claim based on express or implied contract; any claims of promissory estoppel; any action arising in tort, including, but in no way limited to, medical malpractice, libel, slander, defamation, intentional infliction of emotional distress, outrageous conduct or negligence; any claim for wrongful discharge, any constitutional claims, including any claim pursuant to 42 U.S.C. Section 1983, or any claim under all laws relating to the violation of public policy, retaliation or compensation; any claims arising under disability discrimination, including the Americans with Disabilities Act; any whistle-blower claims; or any claims under other applicable federal, state or local law, regulation, ordinance or order, at common law or otherwise arising out of Plaintiff's incarceration at the Silverdale Detention Center and treatment that he received while incarcerated there, which Plaintiff now has, owns or holds, or claims to have, own or hold, or which he at any time heretofore had, owned or held, or claimed to have, own or hold against Defendant. Plaintiff further releases Defendant from all claims which were alleged or which could have been alleged by Plaintiff against Defendant for any and all injuries, harm, damages, lost wages, medical expenses, penalties, costs, losses, expenses, attorney fees, and/or liability or other detriment, if any, whatsoever and whenever incurred, suffered or claimed by Plaintiff as a result of any and all alleged acts, omissions, or events arising from or in any way connected with any communications, negotiations, dealings, treatment and compensation between Plaintiff and Defendant that have or may have occurred from the beginning of time to the effective date of this Agreement.

4. **Final Order.** The parties agree that, commensurate with the execution of this Agreement, Plaintiff, through his attorneys of record in the Civil Action, shall cause to be entered an Order in the Circuit Court of Hamilton County, Tennessee, reciting the fact that all claims asserted by him in the Civil Action have been resolved, dismissing such claims on the merits and with prejudice.

5. **Disclaimer of Liability.** Plaintiff acknowledges that Defendant's payment of the sum described in paragraph 1 does not constitute and shall not be construed as an admission of any acts of discrimination, retaliation, misconduct, or negligence whatsoever against Plaintiff or any other person, and Defendant specifically disclaims any liability to, discrimination, retaliation, misconduct, or negligence against Plaintiff or any other person, on the part of themselves, their employees, or their agents, and the above-described payment is made in order to compromise and settle an unliquidated obligation which has been disputed by Defendant. Defendant expressly denies the claims made or which could have been made by Plaintiff.

6. **Tax Consequences of Settlement Payment.** The settlement amount referenced in paragraph 1 represents attorney fees and compensatory damages for personal injury. This payment does not represent lost wages. Consequently, Defendant is under no obligation to withhold taxes on this payment. In the event any taxes, penalties or liabilities of any kind are owed, assessed or incurred by Defendant on this payment, Plaintiff hereby agrees that such taxes, penalties, or liabilities will be his sole responsibility and he will fully and completely indemnify and hold harmless Defendant for such taxes, penalties or liabilities, and that Defendant will not be liable for the payment of any taxes, penalties, or liabilities on his behalf. Defendant will issue appropriate 1099 forms to Plaintiff and his attorney. Nothing herein shall be construed or relied upon as advice or opinion by or on behalf of Defendant regarding the tax treatment of the settlement payment, and Plaintiff hereby expressly acknowledges that he will rely solely on his own accountant, attorney or advisor for such advice or opinion.

7. **Complete Defense and Indemnification.** Plaintiff acknowledges and agrees that this Agreement may be used by Defendant as a complete defense to any past, present, or future claim or entitlement which Plaintiff has against Defendant for or on account of any matter or thing whatsoever arising out of his relationship with Defendant and which has been set forth herein. Plaintiff also understands and agrees to indemnify Defendant for any costs, damages, and attorney fees which it may incur in defending or prosecuting claims arising out of or caused by Plaintiff's breach of this Agreement. Defendant understands and agrees to indemnify Plaintiff for any costs, damages, and/or attorney fees which he may incur in defending or prosecuting any claims arising out of or caused by Defendant's breach of this Agreement.

8. **Full Knowledge and Volition.** Plaintiff represents and acknowledges that, in executing this Agreement, he does not rely and has not relied upon any other representation or statement made by Defendant or by any of Defendant's agents, representatives, or attorneys with regard to the subject matter, basis, or fact of this Agreement (other than the payment of the settlement amounts stated in paragraph 1 herein). Plaintiff further represents and acknowledges that he has thoroughly discussed all aspects of this Agreement with his attorneys, that he has carefully read and understands all of the provisions of this Agreement, and that he is voluntarily entering into this Agreement. Plaintiff acknowledges and confirms that the only consideration for his signing this Agreement are the terms and conditions stated in this Agreement, that no other promise or agreement of any kind, except those set forth in this Agreement, has been made to him by any person to cause him to sign this document.

9. **No Assignment.** Plaintiff represents and warrants that he is the sole owner of and has not sold, pledged, assigned, granted or otherwise transferred part or all of any claims that have or could have been pursued by Plaintiff against Defendant.

10. **Governing Law.** This Agreement is made and delivered in the State of Tennessee, and shall in all respects be interpreted, enforced, and governed under the laws of said state.

11. **Severability of Provisions.** The parties agree that, should any part, term or provision of this Agreement be declared or determined by any agency or court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

12. **Complete Agreement.** This Agreement contains the entire agreement between Plaintiff and Defendant, and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. This Agreement supersedes any other agreement, either oral or in writing, between the parties. There will also be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

WHEREFORE, the undersigned have caused this Confidential Settlement Agreement and Release to be executed on the dates indicated below.

By: Jimmy Lee Redmond, Jr.
Jimmy Lee Redmond, Jr.

Date: 2/21/05

Sworn to and subscribed before
me this 21st day of February, 2005.

Regina D. Collis
Notary Public

My Commission Expires: 6-10-06



CCA of Tennessee, Inc. and Corrections
Corporation of America

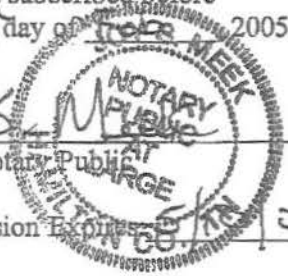
By: [Signature]

Title: Attorney

Date: 2/24/05

Sworn to and subscribed before
me this 24th day of Febr, 2005.

[Signature]
Notary Public
My Commission Expires 5/1/08

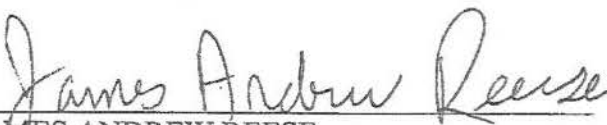


RELEASE

In consideration for the payment by Corrections Corporation of America ("CCA") to James Andrew Reese ("Reese") of the amount of Six Thousand One Hundred Eighty Four Dollars and Seventy One Cents (\$6,184.71), after the execution of this Release, Reese hereby releases and forever discharges CCA, Officer Jahzeel Gayle, Officer Boddy Simon, Officer Lewis Taylor, and their agents, employees, officers, directors, successors, and assigns from any causes of action of any kind, known and unknown, that he now has or hereafter may have against them, including but not limited to those claims that could have been asserted with respect to Reese's alleged slip and fall at the Metro-Davidson County Detention Facility on April 4, 2006. This Release expresses a full and complete release of a liability claimed and denied, regardless of the adequacy of the above consideration.

Reese agrees that the construction, interpretation, and enforcement of this Release shall be governed by Tennessee law. Reese further agrees and stipulates that any cause of action regarding the validity, construction, or interpretation of this Release shall be brought only in the Chancery Court for Davidson County, Tennessee.

Reese hereby acknowledges that he has read and understands the terms of this Release.



JAMES ANDREW REESE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared James Andrew Reese, with whom I am personally acquainted or proven to me on the basis of satisfactory evidence, who acknowledged that he has executed the foregoing instrument of his own free will, and that he did so for the purposes and considerations therein expressed.

Sworn to and subscribed before me on this 10th day of April, 2007.

Lisa Wade
Notary Public [SEAL]

My commission expires:

11/14/09

54844



CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Agreement") is made and entered into by all of the surviving children of Carlton Sloss (collectively referred to as "Claimants") and Corrections Corporation of America ("CCA") on this 20th day of November, 2006.

1. CCA shall pay to Claimants the sum of \$650,000.
2. Claimants hereby release, acquit, and forever discharge CCA for any and all claims relating in any way to the injuries and subsequent death of Carlton Sloss in December 2005. Claimants acknowledge that this Agreement constitutes a general release of CCA for all such claims. Claimants further covenant, individually and collectively, that they will never file suit in any court, tribunal, administrative agency, or other forum with respect to any action or omission of CCA relating to Carlton Sloss. Furthermore, Claimants waive and assume the risk of any and all claims or damages which exist as of this date, but of which Claimants do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect their decision to enter into this Agreement.
3. This Agreement and the foregoing release shall also apply to all of CCA's past, present, and future employees, agents, officers, directors, representatives, affiliates, partners, related entities, predecessors, and successors in interest. This Agreement and the foregoing release shall also include any and all entities owned currently or previously, in whole or in part, by Defendants.
4. Claimants acknowledge and warrant that they are the sole surviving children of Carlton Sloss and that they are the only persons who have the legal right under Tennessee law to pursue the claims at issue.
5. Claimants acknowledge that this Agreement does not indicate an admission of liability by CCA, by whom liability is expressly denied.
6. Neither Claimants nor CCA shall disclose any of the terms of this Agreement, including but not limited to the amount of money paid by CCA to Claimants, to any person or entity not a party to this Agreement except as required by law and/or except for disclosures to Claimants' immediate family members, tax advisors, and attorneys (all of whom are collectively referred to as "Claimants' Advisors"). Claimants will require Claimants' Advisors to agree to be bound by the confidentiality provisions of this Agreement, as if a party hereto. A disclosure of the terms of this Agreement by Claimants' Advisors in violation of this Agreement will be deemed to be a breach of this confidentiality provision by Claimants.
7. Claimants acknowledge that they have fully read and understand all the terms of this Agreement, that they have received the advice of counsel with respect to executing it, and that they execute it voluntarily and with full knowledge of its significance.

Any purported modification of this Agreement other than one in writing signed by all parties shall be void and of no force and effect.

Carlton D. Storey

Carlton D. Storey

Date: 11/30/04

LeKeysha L. Sloss

LeKeysha L. Sloss

Date: 11/20/04

Delano C. Sloss

Delano C. Sloss

Date: 11-20-06

Corrections Corporation of America

By: *Steven Evans Gram*

Its: *Vice President & Deputy General Counsel*

Date: 11-22-06

FINAL RELEASE AND SETTLEMENT AGREEMENT

THIS AGREEMENT is made by and between The Estate of Delbert Steed, by and through its Administrators, Judy S. Ranne and Richard Herron Steed (hereinafter referred to as "Plaintiff") (hereinafter referred to as "Estate") and Corrections Corporation of America ("CCA") and Hardeman County Correctional Facility ("HCCF") (hereinafter referred to as "Defendants").

WHEREAS, the "Estate" filed an action in the United States District Court for the Western District of Tennessee, Eastern Division, against the Defendants, designated as Civil Action No.: 1:03-1015 and the Defendants have denied all liability therein in the case;

WHEREAS, the parties hereto have entered into an agreement for the settlement of the above action and any claims as to the death of the decedent Delbert Steed (hereinafter the "decedent") in an effort to avoid costly, unnecessary litigation and to fully and forever resolve all outstanding issues of law and fact in regard to all claims made and that might have been made in the above-captioned suit or by any wrongful death claim or statute.

NOW THEREFORE, it is hereby agreed by and among the parties as follows:

1. CCA agrees to pay to the "Estate" by and through its administrators, Judy S. Ranne and Richard Herron Steed, and attorney and agent, Steve Maroney, the sum of **ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS**, as full and final settlement of the above cause of action.

2. In consideration of the above and foregoing payment and mutual promises, the "Estate", and any one claiming by or through the decedent does hereby release, acquit and forever discharge CCA, HCCF and all past, present and future officers, directors, stockholders, agents, representatives, employees, insurers, attorneys, assigns and successors in interest of and

from any and all claims, demands, causes of actions and suits at law or in equity of any kind or type or nature whatsoever, whether such injury or damage is now known or unknown, past, present or future, arising out of or based upon any personal injuries or damages of any kind actually or allegedly suffered by the "Estate" as a result, directly or indirectly, in whole or in part, as to the death of the decedent which the "Estate" or any one claiming by or through the decedent ever had or which it may now have or may at any time hereafter assert against the Defendants (1) concerning any acts or omissions of the Defendants, or (2) arising out of the incident(s) having been made the basis of litigation filed under Civil Action No.: 1:03-1015, in the United States District Court for the Western District of Tennessee, Eastern Division, under the style of *The Estate of Delbert Steed by and through it Administrators, Willis Cecil Steed and Richard Herron Steed v. Corrections Corporation of America, Inc. d/b/a Hardeman County Correctional Facility*, including all claims asserted by the "Estate" in the referenced litigation and as are more fully described in the pleadings filed in that cause and all issues asserted by Defendants in the referenced action. The "Estate" and any one claiming by or through the decedent does further release, acquit and forever discharge Defendants from any and all claims, demands, actions, causes of action and suits of law or in equity and all claims of any nature whatsoever arising out of or resulting from the aforesaid litigation or any claims by or through the decedent. The "Estate" does further relinquish all rights to pursue a Motion for Discretionary Costs or Attorney Fees and Expenses and that no Motion will be ever requested or awarded to either party.

3. It is agreed and understood by the parties hereto that the suit styled, "*The Estate of Delbert Steed by and through it Administrators, Willis Cecil Steed and Richard Herron Steed v. Corrections Corporation of America, Inc. d/b/a Hardeman County Correctional Facility*," in the

U.S. District Court for the Western District of Tennessee, Eastern Division, Civil Action No.: 1:03-1015, will be, as part of the consideration for this Final Release and Settlement Agreement, dismissed with prejudice by an appropriate Order executed by the undersigned parties through their attorney and entered and filed with the Court. The "Estate" shall also receive the appropriate approval and Order from the Probate Court for the Estate, which is satisfactory to the Defendants, to approve and ratify this settlement agreement and to bind the "Estate" and all beneficiaries that may claim through the decedent as to the terms of this agreement.

4. It is understood and agreed that this Final Release and Settlement Agreement shall be binding upon and inure to the benefit of the parties and their respective beneficiaries, heirs, representatives, successors and assigns.

5. It is understood and agreed that the payment of the herein above described consideration by the Defendants, is not to be construed as an admission of liability on the part of the Defendants. Any payment made hereunder is in compromise and settlement of the "Estate's" claims which are not admitted. This Release is being given by the "Estate" voluntarily, and is not based upon any representations of any kind made by CCA, or their representatives as to the merits, legal liability or value of the "Estate's" claims, or any other matter relating to those claims. In making this settlement, the "Estate" relies completely upon its own judgment, belief and knowledge of its rights as explained by legal counsel.

6. The "Estate" warrants that this document has been read carefully and is signed the same as a free act of the representatives of the "Estate". The "Estate" represents and warrants that it has the legally ability and authority; both by law and statute, to execute this Final Release and Settlement Agreement, and that before executing this Final Release and Settlement, the representatives fully understand the same and execute it with the full knowledge of its contents

and meaning. The "Estate" further warrants that it has provided proper notice of the filing of the "Estate" to all interested parties that may claim by or through the death of the decedent either by law or contract.

7. The "Estate" does hereby promise, declare and confirm that it has had legal counsel, legal advise, recommendations and legal services of legal counsel in the person of Steve Maroney and Jerome Teel, Attorneys at Law, of the law firm of, Teel, McCormack & Maroney, 87 Murray Guard Drive, Jackson, Tennessee 38305, and that said attorneys have counseled and advised with them in connection with the suit that was previously instituted against CCA and that said attorneys have also specifically counseled and advised them in connection with the decision whether to accept this settlement and sign this Final Release and Settlement Agreement and said attorneys have fully explained the terms, provisions, legal effect, legal ramifications and finality of this Final Release and Settlement Agreement and the results of the execution thereof by them, and said attorney has fully advised them and explained to them all of the rights regarding the claims and suit against CCA and HCCF. The "Estate" does understand that, upon the execution of this Final Release and Settlement Agreement, all of the claims against CCA, HCCF and their heirs, personal representatives, agents, servants, employees, successors and assigns will be forever released, barred, discharged, acquitted and terminated.

8. As further consideration for this agreement, CCA agrees that it will waive any subrogation interest that it may possess pursuant to their payment of any workers compensation benefits as to the decedent, but, will hold the Estate responsible for indemnity and any other subrogation that may exist as to these claims.

9. The "Estate" warrants that they shall satisfy any and all claims of third parties including but not limited to claims for subrogation, unpaid medical bills, notice of creditors, or otherwise, by

settlement, payment or other forms of satisfaction and that the undersigned will indemnify and save harmless said CCA, HCCF, and their heirs, personal representatives, agents, servants, administrators, successors and assigns of and from any and every claim or demand of every kind or character, which may be asserted by reason of said injuries or the effects or consequences thereof whether by tort of contract or by third parties claiming by or through the decedent or the "Estate".

10. It is understood and agreed that, pursuant to the provisions of Tennessee Rules of Civil Evidence and Federal Rules of Civil Evidence, this Final Release and Settlement Agreement shall not be admitted into evidence against the Plaintiff or Defendants for any purpose. Plaintiff or Defendants may use this Release and Satisfaction of Judgment in evidence in defense of any suit or claim brought or asserted against Plaintiff or Defendants to show accord and satisfaction of the dispute.

IN WITNESS WHEREOF, this the 21 day of October, 2004.

Judy S. Ranne
JUDY S. RANNE
Administrator - Estate of Delbert Steed

ACKNOWLEDGMENT

STATE OF Tennessee :
COUNTY OF Madison :

PERSONALLY appeared before me a Notary Public, in and for the county and state above mentioned, the within named Judy S. Ranne, who were/was personally known to me, and who upon oath stated that they had read the foregoing Final Release and Settlement Agreement and were/was executing it as her free and voluntary act and deed and then did in my presence proceed to execute the foregoing Final Release and Settlement Agreement.

WITNESS my hand and Notarial Seal at office in said county and state on this the 21st day of October, 2004.

Brandon O. Gibson
Notary Public

My Commission Expires: 11-20-05



IN WITNESS WHEREOF, this the 21 day of Oct, 2004.

Richard Steed

RICHARD STEED
Administrator - Estate of Delbert Steed

ACKNOWLEDGMENT

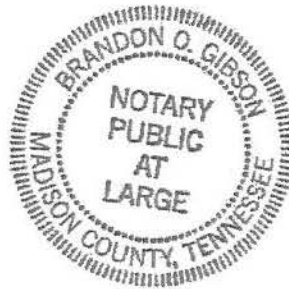
STATE OF Tennessee:

COUNTY OF Madison:

PERSONALLY appeared before me a Notary Public, in and for the county and state above mentioned, the within named Richard Steed, who were/was personally known to me, and who upon oath stated that they had read the foregoing Final Release and Settlement Agreement and were/was executing it as his free and voluntary act and deed and then did in my presence proceed to execute the foregoing Final Release and Settlement Agreement.

WITNESS my hand and Notarial Seal at office in said county and state on this the 21st day of October, 2004.

Brandon Q. Gibson
Notary Public



My Commission Expires: 11-20-05

CERTIFICATION

I, Steve Maroney, Attorney for The Estate of Delbert Steed by and through its Administrators, Judy S. Ranne and Richard Herron Steed, and a member of the Tennessee Bar, have read the foregoing Final Release and Settlement Agreement and have approved same on behalf of my client and I hereby certify that I have counseled with them on all issues pertaining to the settlement of the claims and matters mentioned therein and all matters pertaining to the execution of this Final Release and Settlement Agreement and have explained the legal effects and legal ramifications thereof to and I do hereby certify that I secured their voluntary execution of this Final Release and Settlement Agreement as evidenced by the signatures hereinabove appearing.

This the 21st day of October, 2004.

TEEL, MCCORMAK & MARONEY, PLC

BY: 

STEVE MARONEY, #015545

JEROME TEEL

Attorneys for Plaintiff

87 Murray Guard Drive

Jackson, Tennessee 38305

095-001-00

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION

EDWARD TUCKER,

Plaintiff,

vs.

GOODMAN, et al.,

Defendants.

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)
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No.: 03-1091-TV
Judge Todd/Judge Vescovo

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT is made by and among Edward Lee Tucker (hereinafter referred to as "Plaintiff") and Sharon Goodman (hereinafter referred to as "Defendant").

WHEREAS, the Plaintiff filed an action in the United States District Court for the Western District of Tennessee, Eastern Division against the Defendant Sharon Goodman designated as Civil Action No. 1:03-1091 and Defendant has denied all liability therein in the case; and

WHEREAS, the parties hereto have entered into an agreement for the settlement of the above action in an effort to avoid costly, unnecessary litigation and to fully and forever compromise and resolve all outstanding issues of law and fact in regard to all claims made and that might have been made in the above-captioned suit.

NOW THEREFORE, it is hereby agreed by and among the parties as follows:

1. Corrections Corporation of America, on behalf of Sharon Goodman agrees to

pay to the Plaintiff, Edward Lee Tucker, the sum of Seven Hundred Fifty Dollars (\$750.00) in full and final settlement of the above cause of action and the Plaintiff, Edward Lee Tucker, is to pay all costs associated with the bringing of this action. It is further agreed that counsel for Defendants will not seek payment of Five Hundred Dollars (\$500.00) as allowed by the Court in its Order Granting Defendant's Motion to Compel.

2. In consideration of the above and foregoing payment and mutual promises, the Plaintiff, Edward Lee Tucker, does hereby release, acquit and forever discharge Defendant Sharon Goodman and Corrections Corporation of America, and all past, present and future officers, directors, stockholders, agents, representatives, employees, insurers, attorneys, assigns or successors in interest of and from any and all claims, demands, causes of actions and suits at law or in equity of any kind or type or nature whatsoever, whether such injury or damage is now known or unknown, past, present or future, arising out of or based upon any personal injuries or damages of any kind actually or allegedly suffered by Plaintiff as a result, directly or indirectly, in whole or in part, which Plaintiff ever had or which he may now have or may at any time hereafter assert against the Defendants (1) concerning any acts or omissions of Defendants, or (2) arising out of the incident(s) having been made the basis of litigation filed under Civil Action No.1:03-1091 , in the United States District Court for the Western District of Tennessee, Eastern Division, under the style of *Edward Lee Tucker v. Sharon Goodman, et. al.*, including all claims asserted by Plaintiff in the referenced litigation and as are more fully described in the pleadings filed in that cause. Plaintiff does further

release, acquit and forever discharge the Defendants from any and all claims, demands, actions, causes of action and suits of law or in equity and all claims of any nature whatsoever arising out of or resulting from the aforesaid litigation.

3. It is understood and agreed that this Compromise Settlement Agreement and Release shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

4. It is understood and agreed that the payment of the hereinabove described consideration by the Defendants, are not to be construed as an admission of liability on the part of the Defendants. Any payment made hereunder is in compromise and settlement of the Plaintiff's claims which are not admitted. This Release is being given by the Plaintiff voluntarily, and is not based upon any representations of any kind made by any Defendant, or their representatives as to the merits, legal liability or value of Plaintiff's claims, or any other matter relating to those claims. In making this settlement, Plaintiff relies wholly upon their own judgment, belief and knowledge of their rights.

5. It is understood and agreed that neither the Plaintiff nor the Defendants will disclose the terms of this Release, whether or not any money was paid or received hereunder, and the amount of such money; nor shall the Plaintiff or the Defendants make any further statement or comment whatsoever, oral or written, with regard to the terms, amount of settlement, or matters settled pursuant to this Release, other than that they have been resolved to the mutual satisfaction of all parties involved and to file the required Order dismissing said case. It is expressly agreed to and understood that this confidentiality provision shall not preclude the Plaintiff from discussing his claim, with

the exception of the terms and amount of settlement, in connection with any habeas corpus petition, reduction of sentence petition or other matters involving his criminal proceeding. It is further agreed that the parties may disclose the terms, amount of settlement or other matters related to this settlement with persons who have a need to know, such as tax attorneys or accountants, or pursuant to a lawful Order of any Court of competent jurisdiction. Should either party disclose or attempt to disclose any matter which the parties have hereinabove agreed to keep confidential, then the other party shall have the right to seek injunctive relief, in addition to monetary damages.

6. The Plaintiff warrants that he has read this document carefully and signs the same as his own free act. Plaintiff represents and warrants that he is over 18 years of age and legally competent to execute this Release, and that before executing this Release, he fully understands the same and executes it with the full knowledge of its contents and meaning.

7. It is understood and agreed that, pursuant to the provisions of Federal Rules of Evidence, Rule 408, this Compromise Settlement Agreement and Release shall not be admitted into evidence against the Plaintiff or Defendants. Plaintiff or Defendants may use this Compromise Settlement Agreement and Release in evidence in defense of any suit or claim brought or asserted against Plaintiff or Defendants to show accord and satisfaction of the dispute.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and date indicated below.

Edward Lee Tucker

WITNESS

DATE: _____

PENTECOST, GLENN & RUDD, PLLC

By: _____

DATE: _____

JAMES I. PENTECOST 011640
BRANDON O. GIBSON 021485
Attorneys for Defendant,
Sharon Goodman
Jackson, Tennessee 38305
(731) 668-5995

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

The following is a Confidential Settlement Agreement and Release of All Claims (hereinafter "Agreement") by and between Johnny A. Walsh (hereinafter "Plaintiff") and CCA of Tennessee, Inc. and Corrections Corporation of America (hereinafter referred to with their current or former officers, directors, agents, employees, stockholders, divisions, attorneys, successors, affiliates, subsidiaries, surviving company or companies by reason of any merger or acquisition, heirs, executors, administrators, spouses, and assigns as "Defendant") regarding any and all past and present claims and their future effects that have arisen or could arise out of Plaintiff's incarceration at the Silverdale Detention Center and the treatment that he received from Defendant during that period of incarceration.

WITNESSETH:

WHEREAS, Plaintiff filed a civil action against Defendant, which civil action is currently pending in the Circuit Court of Hamilton County, Tennessee, bearing docket number 04C-537, and styled Johnny A. Walsh v. Silverdale Workhouse d/b/a Corrections Corporation of America (the "Civil Action"); and

WHEREAS, Plaintiff and Defendant now desire to resolve by compromise and settlement all claims sought to be enforced by Plaintiff against Defendant in the Civil Action, all claims which were or might have been made against Defendant in the Civil Action, as well as all claims in any manner arising from or connected with Plaintiff's incarceration at the Silverdale Detention Center and the treatment that he received from Defendant during that period of incarceration.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, Plaintiff and Defendant do hereby agree as follows:

1. **Settlement Amount.** In consideration for this Agreement, Defendant agrees to pay the total amount of Twelve Thousand and No/100 (\$12,000.00) Dollars by check made payable to Johnny A. Walsh and John M. Wolfe, Jr., which amount represents compensatory damages for personal injury claimed by Plaintiff as well as attorney fees. It is agreed that this check encompasses the total monetary consideration to be paid by Defendant to Plaintiff for this settlement, and is paid in full, final and complete settlement of all claims that were or could have been asserted by Plaintiff in the aforementioned Civil Action or in any other litigation. The parties agree that this amount does not represent lost wages, and that no payroll taxes will be withheld from this payment. Plaintiff agrees to accept all responsibility for paying the appropriate taxes, penalties and interest that may be assessed as a result of the payment of this amount to him by Defendant.

2. **Confidentiality.** Plaintiff agrees to keep completely confidential the amount and terms of this Agreement and the circumstances giving rise to this Agreement, and will not disclose, directly or indirectly, any such information to any person or entity with the



exception that he may disclose information regarding this Agreement to his attorneys and to a professional tax advisor or tax return preparer for the limited purpose of obtaining advice regarding or preparing such tax return or returns as may be necessary. In the event that Plaintiff makes such limited disclosure to such persons as are authorized by this Agreement, he shall affirmatively instruct such persons to abide strictly by the conditions of confidentiality imposed hereunder. In the event that Plaintiff is asked about his claims against Defendant by some person or entity other than those specified in this paragraph, Plaintiff is authorized to divulge only that such claims have been resolved. Plaintiff further recognizes and acknowledges that strict confidentiality is of the essence of this Agreement, and that Defendant would suffer immediate and irreparable harm in the event of any breach of that confidentiality. In the event of a breach of this confidentiality provision, this Settlement Agreement shall not be void; however, Defendant may bring an action in a Court of appropriate jurisdiction to enforce the confidentiality provisions and to recover appropriate damages, attorney fees and costs.

3. **General Release.** Plaintiff, for and on behalf of himself, individually, and his heirs, executors, trustees, administrators, representatives and assigns, hereby fully, finally, completely, and forever RELEASES Defendant (including, without limitation, Corrections Corporation of America, CCA of Tennessee, Inc. and the agents, directors, officers, employees and representatives of these entities) and further RELEASES Hamilton County, Tennessee and its agents, administrators, employees and representatives, from any and all claims and causes of action under any federal, state or local statute, ordinance, or under the common law, which he has or might have against Defendant, including, without limitation, any claim based on express or implied contract; any claims of promissory estoppel; any action arising in tort, including, but in no way limited to, medical malpractice, libel, slander, defamation, intentional infliction of emotional distress, outrageous conduct or negligence; any claim for wrongful discharge, any constitutional claims, including any claim pursuant to 42 U.S.C. Section 1983, or any claim under all laws relating to the violation of public policy, retaliation or compensation; any claims arising under disability discrimination, including the Americans with Disabilities Act; any whistle-blower claims; or any claims under other applicable federal, state or local law, regulation, ordinance or order, at common law or otherwise arising out of Plaintiff's incarceration at the Silverdale Detention Center and treatment that he received while incarcerated there, which Plaintiff now has, owns or holds, or claims to have, own or hold, or which he at any time heretofore had, owned or held, or claimed to have, own or hold against Defendant. Plaintiff further releases Defendant from all claims which were alleged or which could have been alleged by Plaintiff against Defendant for any and all injuries, harm, damages, lost wages, medical expenses, penalties, costs, losses, expenses, attorney fees, and/or liability or other detriment, if any, whatsoever and whenever incurred, suffered or claimed by Plaintiff as a result of any and all alleged acts, omissions, or events arising from or in any way connected with any communications, negotiations, dealings, treatment and compensation between Plaintiff and Defendant that have or may have occurred from the beginning of time to the effective date of this Agreement.

4. **Final Order.** The parties agree that, commensurate with the execution of this Agreement, Plaintiff, through his attorneys of record in the Civil Action, shall cause to be entered an Order in the Circuit Court of Hamilton County, Tennessee, reciting the fact that all

claims asserted by him in the Civil Action have been resolved, dismissing such claims on the merits and with prejudice.

5. **Disclaimer of Liability.** Plaintiff acknowledges that Defendant's payment of the sum described in paragraph 1 does not constitute and shall not be construed as an admission of any acts of discrimination, retaliation, misconduct, or negligence whatsoever against Plaintiff or any other person, and Defendant specifically disclaims any liability to, discrimination, retaliation, misconduct, or negligence against Plaintiff or any other person, on the part of themselves, their employees, or their agents, and the above-described payment is made in order to compromise and settle an unliquidated obligation which has been disputed by Defendant. Defendant expressly denies the claims made or which could have been made by Plaintiff.

6. **Tax Consequences of Settlement Payment.** The settlement amount referenced in paragraph 1 represents attorney fees and compensatory damages for personal injury. This payment does not represent lost wages. Consequently, Defendant is under no obligation to withhold taxes on this payment. In the event any taxes, penalties or liabilities of any kind are owed, assessed or incurred by Defendant on this payment, Plaintiff hereby agrees that such taxes, penalties, or liabilities will be his sole responsibility and he will fully and completely indemnify and hold harmless Defendant for such taxes, penalties or liabilities, and that Defendant will not be liable for the payment of any taxes, penalties, or liabilities on his behalf. Defendant will issue appropriate 1099 forms to Plaintiff and his attorney. Nothing herein shall be construed or relied upon as advice or opinion by or on behalf of Defendant regarding the tax treatment of the settlement payment, and Plaintiff hereby expressly acknowledges that he will rely solely on his own accountant, attorney or advisor for such advice or opinion.

7. **Complete Defense and Indemnification.** Plaintiff acknowledges and agrees that this Agreement may be used by Defendant as a complete defense to any past, present, or future claim or entitlement which Plaintiff has against Defendant for or on account of any matter or thing whatsoever arising out of his relationship with Defendant and which has been set forth herein. Plaintiff also understands and agrees to indemnify Defendant for any costs, damages, and attorney fees which it may incur in defending or prosecuting claims arising out of or caused by Plaintiff's breach of this Agreement. Defendant understands and agrees to indemnify Plaintiff for any costs, damages, and/or attorney fees which he may incur in defending or prosecuting any claims arising out of or caused by Defendant's breach of this Agreement.

8. **Full Knowledge and Volition.** Plaintiff represents and acknowledges that, in executing this Agreement, he does not rely and has not relied upon any other representation or statement made by Defendant or by any of Defendant's agents, representatives, or attorneys with regard to the subject matter, basis, or fact of this Agreement (other than the payment of the settlement amounts stated in paragraph 1 herein). Plaintiff further represents and acknowledges that he has thoroughly discussed all aspects of this Agreement with his attorneys, that he has carefully read and understands all of the provisions of this Agreement, and that he is voluntarily entering into this Agreement. Plaintiff acknowledges and confirms that the only consideration for his signing this Agreement are the terms and conditions stated in this

Agreement, that no other promise or agreement of any kind, except those set forth in this Agreement, has been made to him by any person to cause him to sign this document.

9. **No Assignment.** Plaintiff represents and warrants that he is the sole owner of and has not sold, pledged, assigned, granted or otherwise transferred part or all of any claims that have or could have been pursued by Plaintiff against Defendant.

10. **Governing Law.** This Agreement is made and delivered in the State of Tennessee, and shall in all respects be interpreted, enforced, and governed under the laws of said state.

11. **Severability of Provisions.** The parties agree that, should any part, term or provision of this Agreement be declared or determined by any agency or court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

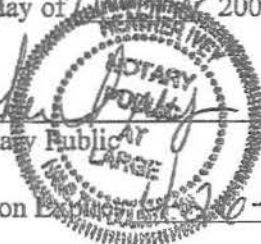
12. **Complete Agreement.** This Agreement contains the entire agreement between Plaintiff and Defendant, and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. This Agreement supersedes any other agreement, either oral or in writing, between the parties. There will also be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

WHEREFORE, the undersigned have caused this Confidential Settlement Agreement and Release to be executed on the dates indicated below.

✓ By: Johnny A. Walsh
Johnny A. Walsh
Date: 10-17-05

Sworn to and subscribed before me this 17th day of October 2005.

[Signature]
Notary Public
My Commission Expires 10-26-08



CCA of Tennessee, Inc. and Corrections
Corporation of America

By: Steven Evans Groom
Title: Vice President & Deputy General Counsel
Date: 11.4.05

Sworn to and subscribed before
me this 4th day of Nov, 2005.

Billy Blameth
Notary Public

My Commission Expires: 11/26/05

RELEASE

In consideration for the payment by Corrections Corporation of America to Marcie Thomas Warrick ("Plaintiff") of the amount of twenty thousand Dollars (\$20,000.00) after the execution of this Release, Plaintiff hereby releases and forever discharges Ramsey Walker, M.D., Unknown Person #1, Unknown Person #2, Corrections Corporation of America and their employees, agents, officers, directors, successors, and assigns (collectively "Defendants") from any and all claims, demands, and causes of action of any kind, known and unknown, that she now has or may have against Defendants, including but not limited to any and all claims concerning any conditions as an inmate, any and all claims for attorneys' fees and costs, and any and all claims asserted in the civil action entitled *Marcie Thomas Warrick v. Ramsey Walker, M.D., Unknown Person #1, and Unknown Person #2*, United States District for the Middle District of Tennessee, Case No. 3:04-0221 (the "Litigation"). This Release expresses a full and complete release of any liability claimed and denied, regardless of the adequacy of the above consideration. Plaintiff further agrees to a dismissal of the Litigation with prejudice.

Plaintiff agrees that the terms of this Release and the settlement amount paid to Plaintiff shall remain confidential and shall not be disclosed to anyone not a party to the Litigation. Plaintiff understands that Defendants do not admit any liability and specifically deny that they are in any way liable for any sum and specifically deny that they are guilty of any tort, breach of contract, negligent act or omission.

Plaintiff further agrees and stipulates that the construction, interpretation, and enforcement of this Release shall be governed by Tennessee law and that any cause of action regarding the validity, construction, or interpretation of this Release shall be brought only in the Chancery Court for Davidson County, Tennessee.

Plaintiff, by signing below, certifies and acknowledges that she has read, fully understands, and agrees to the terms of this Release, has consulted with her lawyer with respect to her execution of this Release, and understands that upon signing this Release all claims against Defendants will be forever released, barred, discharged, and terminated. Plaintiff has executed this Release as a knowing and voluntary act which is contractual in nature and this Release is the entire agreement between Plaintiff and Defendants.




Marcie Thomas Warrick

Date: 3/8/06

CERTIFICATION

I, Edward J. Gross, Attorney for Plaintiff Marcie Thomas Warrick ("Plaintiff"), and a member of the Tennessee Bar, have read the foregoing Release and have approved same on behalf of Plaintiff. I hereby certify that I have counseled with Plaintiff on all issues pertaining to the settlement of the claims and matters mentioned therein and all matters pertaining to the execution of this Release and have explained the legal effects and legal ramifications thereof to Plaintiff. I do hereby certify that I secured her voluntary execution of this Release as evidenced by her signature hereinabove appearing.

This the 8 day of March, 2006.



Edward J. Gross, Attorney for Plaintiff

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT is made by and among Brandon D. Jones and Felicia Ivory, individually, and as natural parent and legal guardian of Brandon D. Jones (hereinafter referred to as "Plaintiffs") and Shelby Training Center and CCA, and all past, present and future officers, directors, stockholders, agents, representatives, employees, insurers, attorneys, assigns or successors in interest (hereinafter referred to as "Defendants").

WHEREAS, the Plaintiffs allege that Brandon D. Jones was assaulted by an employee of Shelby Training Center and Defendants denied any liability and specifically deny the allegations of the plaintiffs as to any period of incarceration of the plaintiff, Brandon D. Jones, and would affirmatively state that all constitutional rights of the plaintiffs were observed and ensured by the Defendants; and

WHEREAS, the parties hereto have entered into an agreement for the settlement of the above action in an effort to avoid costly, unnecessary litigation and to fully and forever compromise and resolve all outstanding issues of law and fact in regard to all claims made and that might have been made by the plaintiffs.

NOW THEREFORE, it is hereby agreed by and among the parties as follows:

1. Corrections Corporation of America, on behalf of the Defendants agrees to pay to the Plaintiffs, Brandon D. Jones and Felicia Ivory, the sum of Four Thousand Dollars (\$4,000.00) in full and final settlement of any cause of action of the Plaintiffs at any time as to the Defendants.
2. In consideration of the above and foregoing payment and mutual promises, the Plaintiffs, Brandon D. Jones and Felicia Ivory, does hereby release, acquit and forever discharge Shelby Training Center and Corrections Corporation of America, and all past, present and future officers, directors, stockholders, agents, representatives, employees, insurers, attorneys, assigns or successors in interest of

and from any and all claims, demands, causes of actions and suits at law or in equity of any kind or type or nature whatsoever, whether such injury or damage is now known or unknown, past, present or future, arising out of or based upon any personal injuries or damages of any kind actually or allegedly suffered by Plaintiffs as a result, directly or indirectly, in whole or in part, which Plaintiffs ever had or which they may now have or may at any time hereafter assert against the Defendants. Plaintiffs do further release, acquit and forever discharge the Defendants from any and all claims, demands, actions, causes of action and suits of law or in equity and all claims of any nature whatsoever arising out of or resulting from the incarceration of the Plaintiff, Brandon Jones, by the Defendants.

3. It is understood and agreed that this Compromise Settlement Agreement and Release shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

4. It is understood and agreed that the payment of the hereinabove described consideration by the Defendants, are not to be construed as an admission of liability on the part of the Defendants. Any payment made hereunder is in compromise and settlement of the Plaintiff's claims which are not admitted. This Release is being given by the Plaintiffs voluntarily, and is not based upon any representations of any kind made by any Defendant, or their representatives as to the merits, legal liability or value of Plaintiff's claims, or any other matter relating to those claims. In making this settlement, Plaintiffs rely wholly upon their own judgment, belief and knowledge of their rights.

5. It is understood and agreed that neither the Plaintiffs nor the Defendants will disclose the terms of this Release, whether or not any money was paid or received hereunder, and the amount of such money; nor shall the Plaintiffs or the Defendants make any further statement or comment whatsoever, oral or written, with regard to the terms, amount of settlement, or matters settled pursuant to this Release, other than that they have been resolved to the mutual satisfaction of all parties involved. It is agreed that

the parties may disclose the terms, amount of settlement or other matters related to this settlement with persons who have a need to know, such as tax attorneys or accountants, or pursuant to a lawful Order of any Court of competent jurisdiction. Further, it is the Plaintiffs' duty and responsibility to advise any attorneys, tax advisors and/or financial advisors that this Settlement and Release is confidential in nature. Should the Plaintiffs disclose or attempt to disclose any matter which the parties have hereinabove agreed to keep confidential, then the Defendant shall have the right to seek injunctive relief, in addition to monetary damages, attorney fees and any expenses.

6. The Plaintiffs warrant that they have read this document carefully and sign the same as their own free act. Plaintiffs represent and warrant that they are over 18 years of age and legally competent to execute this Release, and that before executing this Release, they fully understand the same and execute it with the full knowledge of its contents and meaning.

7. It is understood and agreed that, pursuant to the provisions of Federal Rules of Evidence, Rule 408, this Compromise Settlement Agreement and Release shall not be admitted into evidence against the Plaintiffs or Defendants. Plaintiffs or Defendants may use this Compromise Settlement Agreement and Release in evidence in defense of any suit or claim brought or asserted against Plaintiffs or Defendants to show accord and satisfaction of the dispute.

8. The Plaintiffs warrants that they have or will satisfy any and all claims of third parties including but not limited to claims for subrogation or unpaid medical bills or otherwise by settlement, payment or other forms of satisfaction and that the Plaintiffs will indemnify and save harmless said Defendants of and from any and every claim or demand of every kind or character, which may be asserted by reason of said injuries or the effects or consequences thereof whether by tort or contract or by third parties claiming by or through the Plaintiffs.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and date

indicated below.

x Brandon D. Jones
Brandon D. Jones

DATE: April 4, 2005

ACKNOWLEDGMENT

STATE OF Tennessee :

COUNTY OF Sullivan :

PERSONALLY appeared before me a Notary Public, in and for the county and state above mentioned, the within named Brandon D. Jones who were/was personally known to me, and who upon his oath stated that he had read the foregoing Final Release and Settlement Agreement and were/was executing it as his free and voluntary act and deed and then did in my presence proceed to execute the foregoing Final Release and Settlement Agreement.

WITNESS my hand and Notaries Seal at office in said county and state on this the day of March, 2006.

Andrew E. Bender

Notary Public



My Commission Expires: February 23, 2009

Felicia Ivory
Felicia Ivory, Individually and as Natural and Legal Guardian of
Brandon D. Jones

DATE: 3/3/06

ACKNOWLEDGMENT

STATE OF Tennessee :

COUNTY OF Shelby :

PERSONALLY appeared before me a Notary Public, in and for the county and state above mentioned, the within named Felicia Ivory who were/was personally known to me, and who upon his oath stated that he had read the foregoing Final Release and Settlement Agreement and were/was executing it as his free and voluntary act and deed and then did in my presence proceed to execute the foregoing Final Release and Settlement Agreement.

WITNESS my hand and Notaries Seal at office in said county and state on this the day of March, 2006.



Notary Public




My Commission Expires: February 28, 2007

CERTIFICATION

I, Andrew Bender, Attorney for Brandon D. Jones and Felicia Ivory, and a member of the Tennessee Bar, have read the foregoing Final Release and Settlement Agreement and have approved same on behalf of my clients, Brandon D. Jones and Felicia Ivory, and I hereby certify that I have counseled with the said Brandon D. Jones and Felicia Ivory, on all issues pertaining to the settlement of the claims and matters mentioned therein and all matters pertaining to the execution of this Final Release and Settlement Agreement and have explained the legal effects and legal ramifications thereof to Brandon D. Jones and Felicia Ivory and I do hereby certify that I secured his voluntary execution of this Final Release and Settlement Agreement as evidenced by his signature hereinabove appearing.

This the 3rd day of April, 2006.

BY: 

ANDREW BENDER
Attorney for Plaintiff
382 Washington Avenue
Memphis, Tennessee 38105