

GENERAL RELEASE

RELEASORS: JOHN HENRY KNOWS HIS GUN, DEE CHANCE WHITE HIP, DARRYL LEWIS FROST, JASON JAY CHIEFSTICK, BRIAN ANTHONY JOHNSTON, EDWARD STAMPER, WILLIAM GOPHER, ALLEN POTTER

RELEASEES: CORRECTIONS CORPORATION OF AMERICA, CROSSROADS CORRECTIONAL CENTER, WARDEN SAM LAW

DATE OF OCCURRENCE: AUGUST 2008 THROUGH DATE THIS RELEASE IS FULLY EXECUTED BY ALL PARTIES

DESCRIPTION OF OCCURRENCE: CLAIMS ARISING FROM THE ALLEGED DISCRIMINATION AGAINST NATIVE AMERICAN INMATES AT THE CROSSROADS CORRECTIONAL FACILITY

CIVIL CLAIMS: JOHN HENRY KNOWS HIS GUN ET AL., v. CORRECTIONS CORPORATION OF AMERICA, CROSSROADS CORRECTIONAL CENTER, AND WARDEN SAM LAW

CASE NOS. 0095013681, 0095013682, 0095013684

DEE CHANCE WHITE HIP, ET AL., v. CORRECTIONS CORPORATION OF AMERICA, CROSSROADS CORRECTIONAL CENTER, AND WARDEN SAM LAW

CASE NOS. 0095013687, 0095013688, 0095013690

1. Release in Full of All Claims

WHEREAS, Corrections Corporation of America, Crossroads Correctional Center and Warden Sam Law (“Releasees”) have prevailed on all the civil claims described above at the Montana Human Rights Bureau;

WHEREAS, Releasees and Releasors desire to end further litigation with respect to the above-referenced Occurrence, to avoid the potential risks and burdens of trial in this matter, and desire to fully resolve all claims related to the above-referenced Occurrence;

WHEREAS, Releasees deny the allegations brought by Releasors;

NOW THEREFORE, in full settlement of the Civil Claims described above and in consideration of the terms set forth in the attached Exhibit A (non-confidential settlement terms) and Exhibit B (confidential settlement terms) which Exhibits are incorporated into this Agreement as if fully set forth herein, the undersigned Releasors hereby fully and forever waive, release and discharge Corrections Corporation of America, Crossroads Correctional Center and Warden Sam Law, and all of their current and former directors, officials, officers, employees, agents, attorneys, and insurers, in both their individual and official capacities, from any and all actions, claims, charges, causes of action, or demands, of any kind or nature whatsoever, for injunctive and declaratory relief, expenses, damages, injuries, or attorney's fees and costs of suit, whether asserted or unasserted, known or unknown, foreseen or unforeseen, for any acts, omissions or statements by any Releasees prior to the date hereof, including, without limitation, any matters arising out of or otherwise related to the allegedly discriminatory practices that occurred at Crossroads Correctional Center on or about the above-referenced dates of occurrence, including alleged strip searches and pat down searches; alleged denial of adequate religious materials, facilities, and advisors; alleged inadequate opportunities for religious exercise; alleged racial slurs; alleged retaliation; and alleged inadequate grievance procedures, and also including all matters alleged, attempted to be alleged, or which might have been alleged in the above-described civil claim or any civil action related thereto.

In particular, but solely by way of example and without limiting the generality of the immediately preceding sentence, Releasors specifically waive, release and discharge any right to pursue or recover damages from or other legal or equitable relief against Releasees under 42 U.S.C. § 1983, the Montana Constitution, the Montana Human Rights Act, the Religious Land Use and Institutionalized Persons Act, the Governmental Code of Fair Practices, any other federal or state law or statute, and any federal or state constitutional provision, statute, rule or common law doctrine regarding (1) assault and battery, (2) simple or gross negligence, (3) negligence per se, (4) negligent infliction of emotional distress, (5) intentional infliction of emotional distress, (6) negligent supervision, (7) excessive force, (8) lack of probable cause, (9) malicious or reckless conduct, (10) unreasonable searches and seizures, (11) discrimination, harassment or retaliation, (12) violation of public policy, (13) any other intentional tort theory, (14) constitutional torts, or (15) violation of any other state or federal statutory or constitutional provisions.

2. No Admission of Liability

It is understood that the above-mentioned consideration is accepted as full satisfaction and accord to compromise a disputed claim, and that neither the issuance of any statements or letters from Releasees or their attorney nor the negotiations for settlement or resulting settlement shall be considered as an admission of liability. Releasees have at all times denied, and continue to deny, the allegations of Releasors. Releasees have prevailed on all claims at the Montana Human Rights

Bureau and Human Rights Commission. However, Releasees have agreed to settlement in order to avoid the cost, expense, and inconvenience of continued litigation and trial.

3. Future Damages

Inasmuch as the injuries, damages, and losses alleged to have resulted from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Releasers agree, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses resulting from the incident described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

4. Release for Claims Handling

Releasers further release Releasees and their insurers from all obligations applicable to Releasers' claims and from any all and claims arising out of the investigation, handling, adjusting, defense or resolutions of their claims.

5. No Additional Claims

Releasers represent that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Release is given. In the event any additional claim is made which directly or indirectly results in additional liability exposure to Releasees for the losses, injuries, and damages for which this Release is given, Releasers covenant and agree to indemnify and save Releasees harmless from all such claims and demands, including reasonable costs and attorneys' fees and all other expenses necessarily incurred.

6. Acknowledgment

Releasers hereby acknowledge that they are executing this Release voluntarily and of their own free will, that they have had a reasonable period of time to consider this Release of their claims against Releasees, that they are not acting under duress or undue influence, and that they fully understand the terms of this Release. Further, Releasers hereby acknowledge that they have fully reviewed and read this Release and have discussed its terms with their legal counsel prior to its execution.

This Release shall be binding upon Releasers' heirs, successors, personal representatives and assigns.

7. Agreement Not to Sue

Releasors stipulate and agree that they will not file any civil action in court arising out of the Occurrences referenced above and that they will not appeal or otherwise challenge the Montana Human Rights Commission's dismissal of their discrimination claims referenced above. Each party shall pay their respective costs and any unresolved attorney's fees.

8. Severability

Nothing contained in this Release is intended to violate any applicable law, rule or regulation. If any part in this Release is construed to be in violation of a federal, state or local law, rule or regulation by the highest court to which the matter is appealed by any of the parties, then that part shall be null and void, but the balance of the provisions of this Release shall remain in full force and effect.

9. Dispute Resolution

In the event of allege non-compliance with the terms of this Agreement or any claim relating to the subject matter of this Agreement which occurs within two years of the effective date of this Agreement, Releasors agree to abide by the following dispute resolution process prior to seeking any judicial relief, including relief from the Montana Human Rights Bureau and Montana Human Rights Commission:

- a. Releasor(s) shall notify counsel for Releasees in writing of the specific grounds and facts upon which non-compliance with identified portions of this Agreement. Such notice shall be provided to J. Daniel Hoven and Chad E. Adams, Browning, Kaleczyc, Berry & Hoven, P.C., P.O. Box 1697, Helena, Montana 59624-1697. Written notice shall also be provided to Warden Sam Law at Crossroads Correctional Center, 50 Crossroads Drive, Shelby, Montana 59474.
- b. Releasees and/or their Counsel shall respond in writing within fourteen (14) days.
- c. Releasor(s) and Releasee(s) will agree to a reasonable date by which Releasee(s) will cure any instances of non-compliance.
- d. If the dispute is not resolved, Releasor(s) shall notify Releasee(s) by letter and request that counsel meet and confer. The parties shall meet within fourteen (14) days of Releasor(s)' notice, or on some other mutually agreed upon date, and attempt to arrive at an amicable resolution of the dispute.
- e. Nothing said by any party or counsel for any party during any and all meetings held pursuant to Section 9 of this Agreement may be used by any opposing party in subsequent litigation between the parties or in any other lawsuit.
- f. Should any dispute remain unresolved within five (5) business days following the conclusion of the meeting identified in Section 9(d), or if Releasee(s) fail to timely respond to Releasor(s) initial notice of non-compliance, or if counsel for Releasee(s) fails to meet and confer (or agree upon a date to meet and confer) timely in accordance with Section 9(d), then Releasor(s) may apply to a court or

appropriate administrative agency for specific performance or other appropriate relief.

- g. Good faith efforts to comply with the dispute resolution procedures set forth in this Agreement are a condition precedent to any action to enforce the Agreement by Releasor(s).
- h. This dispute resolution process does not provide a basis for either party to seek an award of attorneys' fees related to any issue subject to the dispute resolution process, but is intended to create a speedy and inexpensive resolution of any dispute.

10. Entire Agreement

This Release, and the attached Exhibits A and B constitute the entire agreement between the parties concerning the subject matters thereof, and there are no other written or oral agreements, understandings or arrangements between the parties regarding the subject matters of this Release.

11. Governing Law

This Release shall be interpreted under and enforced by and consistent with the laws of the State of Montana.

12. Confidentiality

It is further understood and agreed that none of the parties to this agreement nor their attorneys shall publicize informally or in any way, the terms of the settlement set forth in Exhibit B to this agreement, except as may be required by law.

13. Binding Agreement.

This Release shall be binding upon Releasors' heirs, successors, personal representatives and assigns.

14. Disclaimer

Releasors have carefully read the foregoing, discussed its legal effect with Releasors' representative, have had the opportunity to have this release reviewed by an attorney, understand the contents thereof, and sign the same of Releasors' own free will and accord.

15. Signatures

This Release may be executed in counterparts, each signed copy of which shall be deemed an original. A facsimile signature shall be deemed as valid as an original.

16. Effective Date

This Agreement shall be effective upon the date of the signing of the last signature executed below. All signature blocks below must be completed and notarized for this Agreement to take effect.

DATED this _____ day of _____, 2010.

CAUTION: READ BEFORE SIGNING!

John Henry Knows His Gun

STATE OF MONTANA)
 : ss
County of _____)

On this ____ of _____, 2010, before me, a notary public of the State of Montana, personally appeared John Henry Knows His Gun, known to me to be the person named in the foregoing Release, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Printed Name _____
Residing at: _____
My Commission expires: _____

APPROVED BY:

Ronald F. Waterman

Attorney for Releasor

CAUTION: READ BEFORE SIGNING!

Dee Chance White Hip

STATE OF MONTANA)
 : ss
County of _____)

On this ____ of _____, 2010, before me, a notary public of the State of Montana, personally appeared Dee Chance White Hip, known to me to be the person named in the foregoing Release, and acknowledged to me that she executed the same as her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Printed Name _____
Residing at: _____
My Commission expires: _____

APPROVED BY:

Ronald F. Waterman
Attorney for Releasor

CAUTION: READ BEFORE SIGNING!

STATE OF MONTANA)

Darryl Lewis Frost

STATE OF MONTANA)

: ss

County of _____)

On this ____ of _____, 2010, before me, a notary public of the State of Montana, personally appeared Darryl Lewis Frost, known to me to be the person named in the foregoing Release, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public for the State of Montana

Printed Name _____

Residing at: _____

My Commission expires: _____

CAUTION: READ BEFORE SIGNING!

APPROVED BY:

Ronald F. Waterman
Attorney for Releasor

Jason Jay Chiefstick

County of _____) : ss

On this _____ of _____, 2010, before me, a notary public of the State of Montana, personally appeared Jason Jay Chiefstick, known to me to be the person named in the foregoing Release, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Printed Name _____
Residing at: _____
My Commission expires: _____

CAUTION: READ BEFORE SIGNING!

STATE OF MONTANA)

APPROVED BY:

Ronald F. Waterman
Attorney for Releasor

Brian Anthony Johnston

STATE OF MONTANA)

: ss

County of _____)

On this ____ of _____, 2010, before me, a notary public of the State of Montana, personally appeared Brian Anthony Johnston, known to me to be the person named in the foregoing Release, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year in this certificate first above written.

CAUTION: READ BEFORE SIGNING!

Notary Public for the State of Montana
Printed Name _____
Residing at: _____
My Commission expires: _____

APPROVED BY:

Ronald F. Waterman
Attorney for Releasor

Edward Stamper

County of _____ : ss
_____)

On this ____ of _____, 2010, before me, a notary public of the State of Montana, personally appeared Edward Stamper, known to me to be the person named in the foregoing Release, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year in this certificate first above written.

CAUTION: READ BEFORE SIGNING!

STATE OF MONTANA)

Notary Public for the State of Montana
Printed Name _____
Residing at: _____
My Commission expires: _____

APPROVED BY:

Ronald F. Waterman
Attorney for Releasor

CAUTION: READ BEFORE SIGNING!

STATE OF MONTANA)

William Gopher

County of _____) : ss

On this ____ of _____, 2010, before me, a notary public of the State of Montana, personally appeared William Gopher, known to me to be the person named in the foregoing Release, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Printed Name _____
Residing at: _____
My Commission expires: _____

APPROVED BY:

Ronald F. Waterman
Attorney for Releasor

Allen Potter

County of _____) : ss

CAUTION: READ BEFORE SIGNING!

STATE OF MONTANA)

On this ____ of _____, 2010, before me, a notary public of the State of Montana, personally appeared Allen Potter, known to me to be the person named in the foregoing Release, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Printed Name _____
Residing at: _____
My Commission expires: _____

APPROVED BY:

Ronald F. Waterman
Attorney for Releasor

**EXHIBIT “A” NON-CONFIDENTIAL SETTLEMENT
TERMS**

1. Native American Cultural Training.

Crossroads Correctional Center is currently providing Native American cultural training. Crossroads Correctional Center will continue providing Native American cultural training on an annual basis. No particular trainer or training program is required, and current training may be altered and/or modified to meet the needs of the Crossroads Correctional Center and its staff.

2. Spiritual Advisor.

Counsel for the Releasors will make efforts to locate and obtain a Native American spiritual advisor to participate in Native American religious activities at Crossroads Correctional Center. Any Native American religious advisor would participate solely on a volunteer basis, and would be subject to prior and ongoing approval to enter the Crossroads Correctional Center which approval is required of all religious volunteers entering the facility.

3. Medicine Bag.

Crossroads Correctional Center will return the medicine bag to counsel for the Releasors, Ronald Waterman. Upon receipt of the medicine bag, Mr. Waterman will provide a letter acknowledging receipt of the medicine bag on behalf of the Releasors.

4. Statement from Releasees.

Crossroads Correctional Center and Corrections Corporation of America provide the following statement:

“It was not the intention of Corrections Corporation of America (CCA) / Crossroads Correctional Center (CCC) to discriminate against anyone based on their religion or race. However, both CCA / CCC recognize that those inmates practicing the Native American religion believe that they were discriminated against by the security measures taken by CCC Administration. It is unfortunate that the security measures were perceived as a lack of concern toward the Native American religion or those practicing that faith. We respect all religions and the rights of those who practice them. We are committed to affording all inmates access to practice the faith of their choice.”

5. Religious Programming Guidelines.

CAUTION: READ BEFORE SIGNING!

STATE OF MONTANA)

Crossroads Correctional Center will adopt guidelines for Native American religious programming in accordance with the guidelines adopted by the Montana Department of Corrections for Native American religious programming at all Montana facilities.

EXHIBIT "B" CONFIDENTIAL SETTLEMENT TERMS

1. Attorneys' Fees.

Releasees agree to payment of \$15,000.00 as compensation for attorneys' fees by check made payable to counsel for Releasors, Ronald Waterman and Betsy Griffing. Such payment shall be made within thirty (30) days of the effective date of this Agreement.