

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS
KANSAS CITY

KEITH E. BARNWELL, et al.,)	
)	
Plaintiffs,)	CASE NO. 2:08-CV-02151-JWL-DJW
)	
v.)	Judge John W. Lungstrum
)	Magistrate Judge David J. Waxse
CORRECTIONS CORPORATION OF)	
AMERICA,)	
)	
Defendant.)	
_____)	

SETTLEMENT AGREEMENT

REPRESENTATIVE PLAINTIFFS (on behalf of themselves and all PLAINTIFFS and OPT-IN PLAINTIFFS) and DEFENDANT enter into this SETTLEMENT AGREEMENT.

I. RECITALS AND BACKGROUND

A. On or about April 3, 2008, PLAINTIFF Keith E. Barnwell commenced the LITIGATION by filing a Complaint in the United States District Court for the District of Kansas at Case No. 2:08-cv-02151. In his Complaint, PLAINTIFF Barnwell asserted violations of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”) against DEFENDANT on behalf of himself and other individuals who had been employed by CCA as CORRECTIONS OFFICERS within the prior three years. PLAINTIFF Barnwell alleged that CCA suffered or permitted CORRECTIONS OFFICERS to work without compensating them for all such hours worked as required by the FLSA.

B. On or about May 2, 2008, PLAINTIFF Barnwell (now joined by the other PLAINTIFFS) filed an Amended Complaint in the LITIGATION. In their Amended Complaint, PLAINTIFFS asserted violations of the FLSA against DEFENDANT on behalf of themselves and other individuals who had been employed by CCA as CORRECTIONS OFFICERS and/or

in other non-exempt hourly positions (including CORRECTIONS COUNSELORS and CASE MANAGERS) within the prior three years. PLAINTIFFS alleged that CCA suffered or permitted CORRECTIONS OFFICERS and other non-exempt employees to work without compensating them for all such hours worked as required by the FLSA.

C. On May 27, 2008, DEFENDANT timely filed its Answer to PLAINTIFFS' Amended Complaint, disputing the material allegations both as to fact and law and denying any liability to PLAINTIFFS or to other current or former CCA CORRECTIONS OFFICERS or other non-exempt employees.

D. On July 31, 2008, the PARTIES participated in the required Rule 26 scheduling conference with the Court, during which several matters, including mediation and the framework for a possible settlement, were discussed. On August 4, 2008, the Court entered a Scheduling Order, which formalized the discussions of the Rule 26 Conference and specified that the PARTIES were to engage in formal mediation no later than September 30, 2008. In preparation for mediation, the PARTIES exchanged information and documents, and they conducted detailed legal and factual analyses of PLAINTIFFS' claims and DEFENDANT'S defenses. On August 20, 2008, the PARTIES engaged in an all-day mediation session under the direction of experienced class action mediator John R. Phillips, Esquire. Although no settlement was reached at the mediation, the PARTIES continued to engage in settlement negotiations and legal and factual analyses of their respective claims and defenses.

E. On September 12, 2008, PLAINTIFFS filed a Motion for Conditional Certification, seeking conditional certification of a nationwide class of individuals who had been employed by CCA as CORRECTIONS OFFICERS, CORRECTIONS COUNSELORS,

CASE MANAGERS and/or CLERKS within the prior three years. On December 9, 2008, the COURT granted PLAINTIFFS' Motion for Conditional Certification.

F. The PARTIES continued to consider the possibility of settlement and to assess the factual and legal issues while PLAINTIFFS' Motion for Conditional Certification was pending. PLAINTIFFS presented declarations from nearly two hundred witnesses. DEFENDANT deposed five of the declarants who worked for CCA in four states. DEFENDANT also prepared a detailed statistical report of the time punch and payroll data for all CORRECTIONS OFFICERS, CORRECTIONS COUNSELORS, CASE MANAGERS and CLERKS employed by CCA during the relevant time and provided that report (as well as the underlying data) to counsel for PLAINTIFFS.

G. On December 22, 2008, the PARTIES' ongoing settlement negotiations culminated in this SETTLEMENT AGREEMENT.

H. It is the desire and intention of the PARTIES that this SETTLEMENT AGREEMENT shall, for each member of the FINAL SETTLEMENT CLASS, fully, finally, and forever settle, compromise, and discharge all disputes and claims that PLAINTIFFS raised in the LITIGATION and/or that relate to or reasonably could have arisen out of the same facts alleged in the LITIGATION, including but not limited to claims for unpaid wages, minimum wages, overtime, or any other wage- or recordkeeping-related damages or relief pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, or any state law regulating hours of work, wages, the payment of wages, and/or the payment of overtime compensation.

I. CLASS COUNSEL has conducted a thorough investigation of the claims asserted against DEFENDANT in the LITIGATION, including interviewing more than six hundred witnesses and reviewing documents and data. Based on their independent

investigation and evaluation, CLASS COUNSEL believe that the settlement with DEFENDANT for the consideration of and on the terms set forth in this SETTLEMENT AGREEMENT is fair, reasonable, and adequate, and is in the best interest of PLAINTIFFS, OPT-IN PLAINTIFFS and the members of the FINAL SETTLEMENT CLASS in light of all known facts and circumstances, including the risk of delay, defenses asserted by DEFENDANT, and numerous potential certification and appellate issues.

J. CCA expressly denies any liability or wrongdoing of any kind associated with the claims in this LITIGATION, PLAINTIFF Barnwell's Complaint and PLAINTIFFS' Amended Complaint. CCA contends it has complied with applicable federal and state laws at all times. By entering into the SETTLEMENT AGREEMENT, CCA does not admit any liability or wrongdoing and expressly denies the same. It is expressly understood and agreed by the PARTIES that the SETTLEMENT AGREEMENT is being entered into by DEFENDANT solely for the purpose of avoiding the costs and disruption of ongoing litigation and resolving the claims asserted in the LITIGATION on the terms set forth herein. Nothing in the SETTLEMENT AGREEMENT, the settlement proposals exchanged by the PARTIES, or any motions filed or Orders entered pursuant to the SETTLEMENT AGREEMENT, may be construed or deemed as an admission by CCA of any liability, culpability, negligence, or wrongdoing, and the SETTLEMENT AGREEMENT, each of its provisions, its execution, and its implementation, including any motions filed or Orders entered, shall not in any respect be construed as, offered, or deemed admissible as evidence, or referred to in any arbitration or legal proceedings for any purpose, except in an action or proceeding to approve, interpret, or enforce the SETTLEMENT AGREEMENT. Furthermore, neither the SETTLEMENT AGREEMENT, any motions filed, settlement proposals exchanged by the PARTIES, or Orders entered pursuant

to the SETTLEMENT AGREEMENT, shall constitute an admission, finding, or evidence that any requirement for representative litigation or class certification has been satisfied in this LITIGATION or any other action, except for the limited settlement purposes pursuant to the terms of the SETTLEMENT AGREEMENT. This SETTLEMENT AGREEMENT shall be inadmissible as evidence in any proceeding, except as necessary to approve, interpret, or enforce this SETTLEMENT AGREEMENT.

K. The PARTIES agree to withdraw any and all pending Motions. The PARTIES further agree to terminate all outstanding discovery efforts and not to prosecute any discovery issues.

L. This SETTLEMENT AGREEMENT shall automatically terminate, and the FINAL SETTLEMENT CLASS certification shall automatically be cancelled, if this SETTLEMENT AGREEMENT is terminated pursuant to Paragraph VIII, in which event this SETTLEMENT AGREEMENT shall not be offered, received, or construed as an admission of any kind as to liability, damages, whether any class is certifiable, or any other matter.

M. The PARTIES agree to cooperate and take all steps necessary and appropriate to obtain approval of the terms of the SETTLEMENT AGREEMENT, to effectuate all aspects of the SETTLEMENT AGREEMENT and to dismiss the LITIGATION with prejudice upon approval of the terms of the SETTLEMENT AGREEMENT.

N. The PARTIES shall request the COURT to approve, administer, and implement the SETTLEMENT AGREEMENT with respect to all actions and claims settled in this SETTLEMENT AGREEMENT.

O. This SETTLEMENT AGREEMENT is contingent upon the approval of the COURT and the satisfaction of the other terms set forth in this SETTLEMENT

AGREEMENT. DEFENDANT does not waive, and instead expressly reserves, its rights to move for decertification of the conditionally-certified class and/or the SETTLEMENT CLASS, or to challenge the propriety of class certification for any purpose, should the COURT not approve this SETTLEMENT AGREEMENT and/or enter an APPROVAL ORDER.

II. DEFINITIONS

A. “LITIGATION” means the legal action commenced in the United States District Court for the District of Kansas on or about April 3, 2008, captioned *Barnwell, et al. v. Corrections Corporation of America*, Case No. 08-CV-2151 JWL/DJW.

B. “COURT” means the court having jurisdiction of the LITIGATION, at any stage, presently the United States District Court for the District of Kansas.

C. “PARTIES” refers to the PLAINTIFFS and DEFENDANT and, in the singular, refers to any of them, as the context makes apparent.

D. “PLAINTIFFS” means those individuals named in the caption of the Amended Complaint filed in the LITIGATION as named plaintiffs, including: Keith E. Barnwell, Feanja D. Smith, James E. Smith, Delia C. Ramirez, Froylan Moya, Tristan L. Gates, Horacio Martinez, Scott Gregg, Janet L. Black, Janet L. Toole, Jessica C. Rice, John A. Conley, Kenneth E. Davis, III, Thomas L. Vinson, and Lisa L. Mathey.

E. “DEFENDANT” means Corrections Corporation of America.

F. “CCA” means Corrections Corporation of America and its subsidiaries.

G. “OPT-IN PLAINTIFFS” means those individuals who, at any time from the date on which the LITIGATION was commenced through the date on which the COURT enters its APPROVAL ORDER, file with the COURT written consents to join the LITIGATION, as reflected on the COURT’S docket.

H. “REPRESENTATIVE PLAINTIFFS” means PLAINTIFFS Keith E. Barnwell and Feanja D. Smith, who together with CLASS COUNSEL covenant and represent that they are the duly-authorized legal agents for all PLAINTIFFS and OPT-IN PLAINTIFFS with respect to the LITIGATION and this SETTLEMENT AGREEMENT, and that they have the legal right and authority to act as representatives of all PLAINTIFFS and OPT-IN PLAINTIFFS and to make decisions on their behalf concerning the LITIGATION, the method and manner of conducting the LITIGATION, and the execution of this SETTLEMENT AGREEMENT on behalf of all PLAINTIFFS and OPT-IN PLAINTIFFS.

I. “APPROVAL ORDER” refers to an order of the COURT: (i) asserting jurisdiction over the claims and PARTIES alleged in PLAINTIFFS’ Amended Complaint and the implementation and administration of this SETTLEMENT AGREEMENT; (ii) granting approval of this SETTLEMENT AGREEMENT on the terms provided herein (or as the same may be modified by subsequent mutual agreement of the PARTIES), adjudicating such terms to be adequate, fair, and reasonable; (iii) appointing PLAINTIFFS Keith Barnwell and Feanja Smith as REPRESENTATIVE PLAINTIFFS who, together with CLASS COUNSEL, shall be authorized to act on behalf of all PLAINTIFFS and OPT-IN PLAINTIFFS with respect to the LITIGATION and this SETTLEMENT AGREEMENT; (iv) approving the CLASS NOTICE and CLAIM FORMS and authorizing the mailing of the CLASS NOTICE and CLAIM FORMS to all members of the SETTLEMENT CLASS; (v) appointing a claims administrator who is acceptable to the PARTIES as the CLAIMS ADMINISTRATOR; (vi) setting a deadline (the BAR DATE) for the execution and return of CLAIM FORMS, SUBSTITUTE W-9 FORMS and CURRENT EMPLOYEE CERTIFICATIONS; (vii) dismissing the LITIGATION on the merits and with prejudice and barring all members of the FINAL SETTLEMENT

CLASS from prosecuting RELEASED CLAIMS against RELEASED PERSONS; and (viii) retaining jurisdiction to enforce the SETTLEMENT AGREEMENT.

J. The “BAR DATE” is the date that is sixty (60) days after the date on which the CLAIMS ADMINISTRATOR first mails the CLASS NOTICE and CLAIM FORMS to members of the SETTLEMENT CLASS. The BAR DATE is the date on which the CLAIMS ADMINISTRATOR must receive an individual SETTLEMENT CLASS member’s CLAIM FORM, SUBSTITUTE W-9 FORM, and/or CURRENT EMPLOYEE CERTIFICATION in order for such documents to be considered timely.

K. “CLAIMS ADMINISTRATOR” means the third-party claims administration firm designated by DEFENDANT, with approval by CLASS COUNSEL, which will perform all of the administrative duties assigned herein, including (i) calculating the REVISED MAXIMUM GROSS SETTLEMENT AMOUNT; (ii) calculating the estimated, potential and actual individualized SETTLEMENT PAYMENTS for each member of the SETTLEMENT CLASS and FINAL SETTLEMENT CLASS; (iii) formatting and printing the CLASS NOTICE and CLAIM FORMS and mailing them to members of the SETTLEMENT CLASS; (iv) notifying the PARTIES of timely and untimely claims by members of the SETTLEMENT CLASS; (v) notifying the PARTIES of, and resolving any disputes regarding, claims by any member of the SETTLEMENT CLASS; (vi) copying counsel for all PARTIES on material correspondence and promptly notifying all counsel for the PARTIES of any material requests or communications made by any PARTY; (vii) preparing, monitoring, and maintaining a toll-free number and a website to be accessible to members of the SETTLEMENT CLASS (to remain in operation until the period for submitting claims has expired); (viii) receiving and reviewing the CLAIM FORMS, SUBSTITUTE W-9 FORMS, and CURRENT EMPLOYEE CERTIFICATIONS

submitted by members of the SETTLEMENT CLASS to determine eligibility for payment; (ix) maintaining the original mailing envelope in which CLAIM FORMS and other correspondence is received; (x) mailing the SETTLEMENT PAYMENTS to FINAL SETTLEMENT CLASS members; (xi) mailing CLASS COUNSELS' FEES AND COSTS and SERVICE PAYMENTS as directed; (xii) ascertaining current address and addressee information for each CLASS NOTICE and CLAIM FORM returned as undeliverable and conducting a second mailing to the current address if ascertained; (xiii) responding to inquiries of members of the SETTLEMENT CLASS regarding the terms of settlement and procedures for submitting CLAIM FORMS and related documents; (xiv) referring to CLASS COUNSEL all inquiries by SETTLEMENT CLASS MEMBERS regarding matters not within the CLAIMS ADMINISTRATOR'S duties specified herein; (xv) promptly apprising counsel for the PARTIES of the activities of the CLAIMS ADMINISTRATOR; (xvi) maintaining adequate records of its activities, including the dates of the mailing of CLASS NOTICE(s) and mailing and receipt of CLAIM FORM(s), returned mail and other communications and attempted written or electronic communications with SETTLEMENT CLASS MEMBERS; (xvii) confirming in writing its completion of the administration of the settlement; (xviii) timely responding to communications from the PARTIES or their counsel; (xix) such other tasks contained in the SETTLEMENT AGREEMENT, (xx) escheating non-negotiated checks to the appropriate state agency, to the extent required by applicable law; (xxi) performing all tax reporting duties required by federal, state or local law; and (xxii) such other tasks as the PARTIES mutually agree. CLASS COUNSEL and DEFENDANT'S counsel have the right to review and approve any documents to be mailed by the CLAIMS ADMINISTRATOR prior to their mailing, and the CLAIMS ADMINISTRATOR must not mail any documents without first receiving approval to send the

documents from CLASS COUNSEL and DEFENDANT’S counsel. The CLAIMS ADMINISTRATOR will protect SETTLEMENT CLASS MEMBERS’ Social Security numbers from public disclosure and will otherwise comply with California Civil Code section 1798.85 or other similar statutes. The third-party claims administration firm designated by DEFENDANT to serve as CLAIMS ADMINISTRATOR is Class Action Administration, Inc.

L. “CLASS NOTICE” refers to the notice substantially in the form of Exhibit 1 to be directed to members of the SETTLEMENT CLASS. The purpose of the CLASS NOTICE is to inform members of the SETTLEMENT CLASS about the LITIGATION and this SETTLEMENT AGREEMENT.

M. “CLAIM FORMS” refers to the documents substantially in the form of Exhibits 2 and 3 attached hereto and include a SUBSTITUTE W-9 FORM and a CURRENT EMPLOYEE CERTIFICATION. Exhibit 2 shall be directed to members of the SETTLEMENT CLASS who are not eligible to receive a SERVICE PAYMENT. Exhibit 3 shall be directed to members of the SETTLEMENT CLASS who are eligible to receive a SERVICE PAYMENT.

N. “SUBSTITUTE W-9 FORM” refers to the language contained in the CLAIM FORM approved to substitute for Department of Treasury Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

O. “CURRENT EMPLOYEE CERTIFICATION” refers to the language contained in the CLAIM FORM in which a member of the SETTLEMENT CLASS who is at the time an employee of CCA will certify that he/she agrees to: (1) comply with CCA’s payroll reporting policies and accurately report all working time; (2) not perform any “off the clock” work; (3) immediately report to a designated representative for CCA if he/she receives or learns about

any alleged instruction or suggestion by CCA or any CCA employee to work “off the clock” or to otherwise under- or over-report the amount of working time; (4) carefully review his/her time records and paychecks and immediately notice a designated representative for CCA of any concerns regarding the accuracy of that information; and (5) contact a designated representative for CCA if he/she has any questions about what is working time or has any complaints about his/her pay.

P. “CLASS COUNSEL” refers to Brendan J. Donelon and Daniel William Craig of The Law Office of Donelon, P.C., and Charles J. Brown of Brown & Associates, LLC.

Q. “SETTLEMENT CLASS” includes anyone who was employed by CCA in a COVERED POSITION at any time during the period beginning on December 9, 2005 (or, for any individual who filed with the COURT a written consent to join the LITIGATION before December 9, 2008, the date that is three years prior to the date on which his or her consent was filed with the COURT, as reflected on the COURT’S docket), and ending on the date on which the COURT enters the APPROVAL ORDER, as determined by CCA following a good faith review of its business records.

R. “COVERED POSITION” means any position included within the definitions of CORRECTIONS OFFICERS, CORRECTIONS COUNSELORS, CASE MANAGERS and/or CLERKS.

S. “CORRECTIONS OFFICERS” means the following positions identified in CCA’s payroll system: CORRECTIONAL OFFICER, CORRECTIONAL OFFICER (903), CORRECTIONAL OFFICER (PRN), CORRECTIONAL OFFICER CADET, CORRECTIONAL OFFICER, P/T, RECREATION OFFICER, SAFETY OFFICER (SR CO), SR CORRECTIONAL OFFICER, and SR CORRECTIONAL OFFICER (903).

T. "CORRECTIONS COUNSELORS" means the following positions identified in the DEFENDANT'S payroll system: CORRECTIONAL COUNSELOR, and SR CORR OFFICER, INMATE REL.

U. "CASE MANAGERS" means the following positions identified in the DEFENDANT'S payroll system: CASE MANAGER and CASE MANAGER (903).

V. "CLERKS" means the following positions identified in the DEFENDANT'S payroll system: ACCOUNTING CLERK, ACCOUNTING CLERK II, ACCOUNTING CLERK III, ACCOUNTING CLERK IV, ADMINISTRATIVE CLERK, ADMINISTRATIVE CLERK (VOE), ADMINISTRATIVE CLERK, P/T, CLERK/TYPIST, COMMISSARY CLERK, COMMISSARY CLERK, P/T, FILE CLERK, FILE CLERK, P/T, MAILROOM CLERK, MEDICAL RECORDS CLERK, MEDICAL RECORDS CLERK, P/T, and RECORDS CLERK.

W. "FINAL SETTLEMENT CLASS" includes: (a) PLAINTIFFS; (b) OPT-IN PLAINTIFFS; and (c) any other member of the SETTLEMENT CLASS who elects to participate in the settlement by timely submitting a properly completed CLAIM FORM within the specified period in accordance with the requirements of this SETTLEMENT AGREEMENT.

X. The "FINAL EFFECTIVE DATE" shall be the first date after all of the following events and conditions have been met or have occurred: (a) the COURT has entered an APPROVAL ORDER; (b) the COURT has dismissed the LITIGATION with prejudice; (c) the deadline has passed without action for any PARTY to terminate the SETTLEMENT AGREEMENT; (d) the time to appeal from the APPROVAL ORDER has expired and no notice of appeal has been filed (or in the event that an appeal is filed, the appellate process is

exhausted and the APPROVAL ORDER has remained intact in all material respects); and (e) the BAR DATE has passed.

Y. “RELEASING PERSONS” means each and every member of the FINAL SETTLEMENT CLASS and his or her respective heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns.

Z. “RELEASED PERSONS” refers to CCA and its/their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of its/their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by CCA, divisions, units, branches and any other persons or entities acting on CCA’s behalf.

AA. “MAXIMUM GROSS SETTLEMENT AMOUNT” means SEVEN MILLION DOLLARS (\$7,000,000). The MAXIMUM GROSS SETTLEMENT AMOUNT represents the maximum amount that DEFENDANT would pay pursuant to this SETTLEMENT AGREEMENT if every member of the SETTLEMENT CLASS participated in the settlement and received a SETTLEMENT PAYMENT, inclusive of SETTLEMENT PAYMENTS, CLASS COUNSELS’ FEES AND COSTS, SERVICE PAYMENTS, SETTLEMENT EXPENSES, and CCA’s employer payments of taxes, including but not limited to FICA and FUTA taxes on SETTLEMENT PAYMENTS. Any amounts that are not distributed to FINAL SETTLEMENT CLASS members or pursuant to the other categories of expenses above shall be retained by CCA. The MAXIMUM GROSS SETTLEMENT AMOUNT shall not be segregated and may remain in CCA’s general funds until distributed or provided to the

CLAIMS ADMINISTRATOR for distribution. In no event shall the total distribution and payments made by CCA, including but not limited to CLASS COUNSELS' FEES AND COSTS, SETTLEMENT PAYMENTS, SERVICE PAYMENTS and DEFENDANT'S employer payments of taxes, including but not limited to FICA and FUTA of SETTLEMENT PAYMENTS, exceed the MAXIMUM GROSS SETTLEMENT AMOUNT. CCA may not be called upon or required to contribute additional monies above the MAXIMUM GROSS SETTLEMENT AMOUNT under any circumstances whatsoever. Any interest earned on the MAXIMUM GROSS SETTLEMENT AMOUNT during the period of settlement administration under this SETTLEMENT AGREEMENT will remain CCA's sole and exclusive property.

BB. "REVISED MAXIMUM GROSS SETTLEMENT AMOUNT" means the MAXIMUM GROSS SETTLEMENT AMOUNT minus all SETTLEMENT EXPENSES, CLASS COUNSELS' FEES AND COSTS, SERVICE PAYMENTS and an amount equal to CCA's projected amount of taxes, including but not limited to FUTA and FICA, on the SETTLEMENT PAYMENTS in the event that all members of the SETTLEMENT CLASS submit timely and valid claims and become FINAL SETTLEMENT CLASS members.

CC. "SETTLEMENT EXPENSES" means the reasonable fees, costs and expenses incurred by the CLAIMS ADMINISTRATOR in performing the services authorized in this SETTLEMENT AGREEMENT. The CLAIMS ADMINISTRATOR will submit a budget to the PARTIES for their approval before performing any claim administrative services.

DD. "CLASS COUNSELS' FEES AND COSTS" means the total amount of CLASS COUNSELS' attorneys' fees, costs, and expenses to be approved by the COURT upon

application by CLASS COUNSEL, in an amount not to exceed thirty-three percent (33%) of the MAXIMUM GROSS SETTLEMENT AMOUNT.

EE. "SERVICE PAYMENTS" means the amount to be approved by the COURT for payment to SETTLEMENT CLASS members Keith Barnwell, Feanja D. Smith, Melissa Salazar, Carleen Madrid, Mark Montoya, Silvia Apodaca, and Nathan Gumke in recognition for their efforts on behalf of the SETTLEMENT CLASS in the LITIGATION, in an amount not to exceed \$2,500 each and a total of \$17,500.

FF. "SETTLEMENT PAYMENT" refers to the payment to which a FINAL SETTLEMENT CLASS member may become entitled pursuant to the SETTLEMENT AGREEMENT.

GG. "SETTLEMENT AGREEMENT" refers to this Settlement Agreement.

III. TERMS OF SETTLEMENT

A. As soon as practicable after the SETTLEMENT AGREEMENT is executed by REPRESENTATIVE PLAINTIFFS (on behalf of themselves and all PLAINTIFFS and OPT-IN PLAINTIFFS), DEFENDANT and counsel for the PARTIES, the PARTIES shall submit this SETTLEMENT AGREEMENT (including the CLASS NOTICE and CLAIM FORMS attached hereto) to the COURT for approval and shall jointly request entry of an APPROVAL ORDER utilizing a mutually acceptable form of motion. This submission shall be under seal to the extent permitted by the COURT. Except to the extent provided below with respect to the termination of this SETTLEMENT AGREEMENT, the PARTIES agree to use their best efforts to secure an APPROVAL ORDER from the COURT.

B. Within fifteen (15) calendar days after the COURT enters an APPROVAL ORDER: (1) DEFENDANT shall provide the CLAIMS ADMINISTRATOR with a list containing the following information for each member of the SETTLEMENT CLASS: name,

last known address and telephone number, Social Security number, employee identification number (if known), and the dates employed by CCA in a COVERED POSITION at any time from December 9, 2005 (or, for any individual member of the SETTLEMENT CLASS who filed with the COURT a written consent to join the LITIGATION before December 9, 2008, the date that is three years prior to the date on which his or her consent was filed with the COURT, as reflected on the COURT'S docket), through and including the date the COURT enters its APPROVAL ORDER; (2) CLASS COUNSEL shall provide the CLAIMS ADMINISTRATOR with a list containing the following information for the PLAINTIFFS and OPT-IN PLAINTIFFS: name, last known address and telephone number, Social Security number (if known), and employee identification number (if known); and (3) CLASS COUNSEL shall provide the CLAIMS ADMINISTRATOR with any other name and contact information received by CLASS COUNSEL regarding any other person they believe are potential members of the SETTLEMENT CLASS.

C. As soon as practicable following its receipt of the list of SETTLEMENT CLASS members, the CLAIMS ADMINISTRATOR shall calculate the potential SETTLEMENT PAYMENT for each member of the SETTLEMENT CLASS pursuant to the following formula:

The REVISED MAXIMUM GROSS SETTLEMENT AMOUNT shall be divided by the gross number of weeks of employment in a COVERED POSITION by all members of the SETTLEMENT CLASS from December 9, 2005 (or, for any individual member of the SETTLEMENT CLASS who filed with the COURT a written consent to join the LITIGATION before December 9, 2008, the date that is three years prior to the date on which his or her consent was filed with the COURT, as reflected on the COURT'S docket), through and including the date the COURT enters its APPROVAL ORDER to establish a "per week" amount. Each member of the SETTLEMENT CLASS shall be eligible to receive a potential SETTLEMENT PAYMENT in amount equal to the "per week" amount multiplied by the number of weeks that individual member of the SETTLEMENT CLASS was employed by CCA in a COVERED POSITION from

December 9, 2005 (or, for any individual member of the SETTLEMENT CLASS who filed with the COURT a written consent to join the LITIGATION before December 9, 2008, the date that is three years prior to the date on which his or her consent was filed with the COURT, as reflected on the COURT'S docket), through and including the date the COURT enters its APPROVAL ORDER. The total of all potential SETTLEMENT PAYMENTS shall not exceed the REVISED MAXIMUM GROSS SETTLEMENT AMOUNT.

The CLAIMS ADMINISTRATOR shall provide its calculations to CLASS COUNSEL and counsel for DEFENDANT. The calculations to be provided to CLASS COUNSEL shall not identify members of the SETTLEMENT CLASS by name or other personal identifiers such as address, telephone number or Social Security number, but instead shall include a unique identifying number generated for this purpose.

D. CLASS COUNSEL and counsel for DEFENDANT shall have fifteen (15) business days to review, verify, and comment on the calculations provided by the CLAIMS ADMINISTRATOR. The CLAIMS ADMINISTRATOR shall review any comments received from CLASS COUNSEL and/or counsel for DEFENDANT and shall finalize the potential SETTLEMENT PAYMENT calculations within ten (10) business days thereafter. The CLAIMS ADMINISTRATOR'S determination (after input from CLASS COUNSEL and counsel for DEFENDANT) of the potential SETTLEMENT PAYMENT amounts for each member of the SETTLEMENT CLASS shall be final and not subject to appeal to the COURT.

E. Within fifteen (15) calendar days after the CLAIMS ADMINISTRATOR has finalized the potential SETTLEMENT PAYMENT amounts for each member of the SETTLEMENT CLASS, the CLAIMS ADMINISTRATOR shall mail the Court-approved CLASS NOTICE and appropriate CLAIM FORM (and nothing else) to each member of the SETTLEMENT CLASS. No business reply envelope shall be included with the mailing. Prior to mailing, the CLAIMS ADMINISTRATOR shall attempt to confirm the accuracy of the

addresses of the members of the SETTLEMENT CLASS through the United States Post Office's National Change of Address database. The CLAIMS ADMINISTRATOR will also post on its website a copy of the CLASS NOTICE and CLAIM FORMS. However, the SETTLEMENT ADMINISTRATOR shall not post on its website the names or any other identifying information concerning the SETTLEMENT CLASS, the SETTLEMENT AGREEMENT or any other documents that are filed with the Court under seal. All mailings by the CLAIMS ADMINISTRATOR shall be by first class mail. If a CLASS NOTICE is returned as undeliverable, the CLAIMS ADMINISTRATOR will perform one skip trace and resend by first class mail the COURT-approved CLASS NOTICE once only to those SETTLEMENT CLASS MEMBERS for whom it obtains more recent addresses.

F. The CLAIMS ADMINISTRATOR shall mail once only a COURT-approved CLASS NOTICE and CLAIM FORM to any SETTLEMENT CLASS MEMBER who contacts the CLAIMS ADMINISTRATOR during the time period between the initial mailing of the CLASS NOTICE and the BAR DATE and requests that a CLASS NOTICE and CLAIM FORM be re-mailed. No other communications shall be sent by either PARTY to the members of the SETTLEMENT CLASS. CLASS COUNSEL shall not be barred by this SETTLEMENT AGREEMENT from communicating with PLAINTIFFS and/or OPT-IN PLAINTIFFS, or from responding to inquiries they receive from members of the SETTLEMENT CLASS, although they are barred from initiating any contact through the end of the sixty (60) day claim period with members of the SETTLEMENT CLASS who are not PLAINTIFFS or OPT-IN PLAINTIFFS for the purpose of communicating regarding this SETTLEMENT AGREEMENT. Nothing in this SETTLEMENT AGREEMENT shall be construed to prevent CCA from

communicating with its employees or responding to inquiries from its employees regarding any matter, including the LITIGATION or this SETTLEMENT AGREEMENT.

G. PLAINTIFFS and OPT-IN PLAINTIFFS are members of the FINAL SETTLEMENT CLASS by operation of this SETTLEMENT AGREEMENT and are not required to submit a CLAIM FORM in order to receive that portion of the SETTLEMENT PAYMENT attributed to unpaid overtime and other wage-related damages. In order to receive that portion of the SETTLEMENT PAYMENT attributed to liquidated damages, however, each PLAINTIFF and OPT-IN PLAINTIFF must properly complete and timely return a SUBSTITUTE W-9 FORM for receipt by the CLAIMS ADMINISTRATOR on or before the BAR DATE, as directed in the CLASS NOTICE. In addition, PLAINTIFFS and OPT-IN PLAINTIFFS who are employed by CCA as of the date of the COURT'S APPROVAL ORDER must, as a condition of receiving any portion of the SETTLEMENT PAYMENT, submit a signed CURRENT EMPLOYEE CERTIFICATION for receipt by the CLAIMS ADMINISTRATOR on or before the BAR DATE (such requirement shall be excused for any such individual who is no longer employed by CCA as of the BAR DATE).

H. If any other member of the SETTLEMENT CLASS (other than PLAINTIFFS or OPT-IN PLAINTIFFS) desires to become a member of the FINAL SETTLEMENT CLASS, that individual must properly complete and submit the applicable CLAIM FORM for receipt by the CLAIMS ADMINISTRATOR on or before the BAR DATE, as directed in the CLASS NOTICE. In order to receive that portion of the SETTLEMENT PAYMENT attributed to liquidated damages, each member of the FINAL SETTLEMENT CLASS must properly complete and timely return a SUBSTITUTE W-9 FORM for receipt by the CLAIMS ADMINISTRATOR on or before the BAR DATE, as directed in the CLASS NOTICE. In addition, members of the

FINAL SETTLEMENT CLASS who are employed by CCA as of the date of the COURT'S APPROVAL ORDER must, as a condition of receiving any portion of the SETTLEMENT PAYMENT, submit a signed CURRENT EMPLOYEE CERTIFICATION for receipt by the CLAIMS ADMINISTRATOR on or before the BAR DATE (such requirement shall be excused for any such individual who is no longer employed by CCA as of the BAR DATE).

I. Any member of the SETTLEMENT CLASS who wishes to challenge CCA's records regarding the dates he or she worked for CCA in a COVERED POSITION and/or the method for calculating his or her SETTLEMENT PAYMENT must submit a written, signed declaration to the CLAIMS ADMINISTRATOR for receipt by the CLAIMS ADMINISTRATOR on or before the BAR DATE. The CLAIMS ADMINISTRATOR will resolve the challenge and make a final and binding determination without hearing or right of appeal.

J. In the event a member of the SETTLEMENT CLASS submits a CLAIM FORM, SUBSTITUTE W-9 FORM, and/or CURRENT EMPLOYEE CERTIFICATION in a timely manner (i.e., received by the CLAIMS ADMINISTRATOR on or before the BAR DATE), but the document is incomplete or otherwise deficient in one or more aspects, the CLAIMS ADMINISTRATOR will (no later than ten calendar days following the BAR DATE) return the deficient document to the individual with a letter explaining the deficiencies and stating that the individual will have fourteen (14) calendar days from the date the deficiency notice is mailed to the SETTLEMENT CLASS MEMBER to correct the deficiencies and resubmit the document. The envelope containing the corrected and resubmitted document must be postmarked within fourteen (14) days of the date the deficiency notice is mailed to the individual to be considered timely. The CLAIMS ADMINISTRATOR'S decision on whether the deficiency has been

remedied shall be binding on the PARTIES and the individual member of the SETTLEMENT CLASS.

K. As soon as practicable following the BAR DATE and the resolution of any deficient submissions, the CLAIMS ADMINISTRATOR shall certify jointly to CLASS COUNSEL and DEFENDANT'S counsel a list of all FINAL SETTLEMENT CLASS members, indicating for each member of the FINAL SETTLEMENT CLASS: (a) whether he or she provided an executed and compliant SUBSTITUTE W-9 FORM; (b) if required, whether he or she provided an executed CURRENT EMPLOYEE CERTIFICATION; and (c) the total SETTLEMENT PAYMENT due to that individual pursuant to this SETTLEMENT AGREEMENT. The CLAIMS ADMINISTRATOR shall also provide DEFENDANT with an updated address list for the SETTLEMENT CLASS MEMBERS.

L. Within twenty (20) calendar days of its receipt of the certified list of FINAL SETTLEMENT CLASS members, DEFENDANT shall provide the CLAIMS ADMINISTRATOR with funds sufficient to enable the CLAIMS ADMINISTRATOR to satisfy the payment obligations to the members of the FINAL SETTLEMENT CLASS.

M. Within twenty (20) calendar days of its receipt of the funds from DEFENDANT, the CLAIMS ADMINISTRATOR shall mail the SETTLEMENT PAYMENTS to the addresses provided by the FINAL SETTLEMENT CLASS members on their CLAIM FORMS or at their last known address.

N. The PARTIES agree that each SETTLEMENT PAYMENT to be issued to each FINAL SETTLEMENT CLASS member shall be separated into two equal amounts: fifty percent (50%) shall be allocated to the claims asserted in the LITIGATION for unpaid overtime and other wage-related damages, and fifty percent (50%) shall be allocated to the

claims asserted in the LITIGATION for liquidated damages and other relief. The portion allocated to claims for unpaid overtime and other wage-related damages shall be subject to all required employee paid payroll taxes and deductions (*e.g.*, federal income taxes, state income taxes, employee's share of FICA taxes, and other state-specific statutory deductions) and other required deductions (*e.g.*, garnishments, tax liens, child support). The portion allocated to liquidated damages and other relief shall be characterized as non-wage income to the recipient. The CLAIMS ADMINISTRATOR will report the wage portion to each FINAL SETTLEMENT CLASS member on an IRS Form W-2 and the non-wage portion on an IRS Form 1099. The CLAIMS ADMINISTRATOR shall be responsible for issuing the settlement checks, less required withholdings and deductions, to each FINAL SETTLEMENT CLASS member and mailing the settlement checks, W-2s and 1099s to the FINAL SETTLEMENT CLASS members.

O. Each FINAL SETTLEMENT CLASS member will have ninety (90) calendar days from the date on which the SETTLEMENT PAYMENTS are mailed to negotiate his or her settlement check(s). If any settlement check is not negotiated in that period of time, that settlement check will be voided, and a stop-payment will be placed on the check. Any individual SETTLEMENT PAYMENTS or portions thereof which remain unclaimed for any reason ninety (90) calendar days following the mailing of the SETTLEMENT PAYMENT shall be deemed unclaimed. In such event, those SETTLEMENT CLASS MEMBERS will be deemed to have irrevocably waived any right in or claim to a SETTLEMENT PAYMENT, but the SETTLEMENT AGREEMENT nevertheless will be binding upon them. Unless otherwise required by the relevant state escheatment laws, one hundred percent (100%) of such unclaimed funds shall be retained by DEFENDANT. Neither DEFENDANT, counsel for

DEFENDANT, CLASS COUNSEL, PLAINTIFFS, nor the CLAIMS ADMINISTRATOR shall have any liability for lost or stolen settlement checks, for forged signatures on settlement checks, or for unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a FINAL SETTLEMENT CLASS member notifies the CLAIMS ADMINISTRATOR that he or she believes that a settlement check has been lost or stolen, the CLAIMS ADMINISTRATOR shall immediately notify counsel for DEFENDANT so that DEFENDANT may stop payment on such check. If the settlement check in question has not been negotiated prior to the stop payment order, DEFENDANT will issue a replacement check, from which the fees associated with the stop payment order will first be deducted. If the settlement check in question has been negotiated prior to the stop payment order, the FINAL SETTLEMENT CLASS member shall be responsible for reimbursing DEFENDANT for the fees associated with the stop payment order. The FINAL SETTLEMENT CLASS member will have an additional forty-five (45) calendar days to negotiate the re-issued check from the date of re-mailing. If any settlement check is not negotiated in that period of time, that settlement check will be voided. Unless otherwise required by the relevant state escheatment laws, one hundred percent (100%) of such unclaimed funds shall be retained by DEFENDANT.

IV. CLASS COUNSELS' FEES AND COSTS

A. CLASS COUNSEL may make an application to the COURT for an award of CLASS COUNSELS' FEES AND COSTS in an amount not to exceed thirty-three percent (33%) of the MAXIMUM GROSS SETTLEMENT AMOUNT. Such application shall be filed in connection with the PARTIES' joint request for entry of an APPROVAL ORDER and in no event more than forty-eight (48) hours after the filing of such joint request. DEFENDANT will not oppose such application.

B. If the COURT rules that any amount requested by CLASS COUNSEL for attorneys' fees, expenses or costs is excessive and reduces the same, only the reduced amount will be deemed to be CLASS COUNSELS' FEES AND COSTS for purposes of this SETTLEMENT AGREEMENT.

C. If the amount that the COURT designates in the APPROVAL ORDER as the amount of CLASS COUNSELS' FEES AND COSTS is twenty-three percent (23%) of the MAXIMUM GROSS SETTLEMENT AMOUNT or less, then the amount that the COURT designates in the APPROVAL ORDER as the amount of CLASS COUNSELS' FEES AND COSTS shall be paid to CLASS COUNSEL within three (3) business days after all of the following events and conditions have been met or have occurred: (a) the COURT has entered an APPROVAL ORDER; (b) the COURT has dismissed the LITIGATION with prejudice; (c) the deadline has passed without action for any PARTY to terminate the SETTLEMENT AGREEMENT; and (d) the time to appeal from the APPROVAL ORDER has expired and no notice of appeal has been filed (or in the event that an appeal is filed, the appellate process is exhausted and the APPROVAL ORDER has remained intact in all material respects).

D. If the amount that the COURT designates in the APPROVAL ORDER as the amount of CLASS COUNSELS' FEES AND COSTS is more than twenty-three percent (23%) of the MAXIMUM GROSS SETTLEMENT AMOUNT, then the amount that the COURT designates in the APPROVAL ORDER as the amount of CLASS COUNSELS' FEES AND COSTS shall be segregated into two parts and paid as follows. The first part shall be an amount that is twenty-three percent (23%) of the MAXIMUM GROSS SETTLEMENT AMOUNT. The second part shall be the remainder (*i.e.*, the amount that is the total amount that the COURT designates in the APPROVAL ORDER as the amount of CLASS COUNSELS' FEES AND

COSTS minus the amount of the first part). The first part shall be paid to CLASS COUNSEL within three (3) business days after all of the following events and conditions have been met or have occurred: (a) the COURT has entered an APPROVAL ORDER; (b) the COURT has dismissed the LITIGATION with prejudice; (c) the deadline has passed without action for any PARTY to terminate the SETTLEMENT AGREEMENT; and (d) the time to appeal from the APPROVAL ORDER has expired and no notice of appeal has been filed (or in the event that an appeal is filed, the appellate process is exhausted and the APPROVAL ORDER has remained intact in all material respects). Within three (3) business days thereafter, the amount of the second part shall be deposited into an interest bearing escrow account acceptable to the PARTIES. Within five (5) business days after the BAR DATE, the CLAIMS ADMINISTRATOR shall report to counsel for the PARTIES the actual percentage of SETTLEMENT CLASS members who became FINAL SETTLEMENT CLASS members. If that percentage is twenty-three percent (23%) or less, then the second part (with all interest earned thereon) shall in its entirety revert to DEFENDANT, and CLASS COUNSEL shall not be entitled to any further amounts beyond the first part previously paid. If that percentage is thirty-three percent (33%) or more, then the second part (with all interest earned thereon) shall in its entirety be paid to CLASS COUNSEL. If that percentage is more than twenty-three percent (23%) but less than thirty-three percent (33%), then CLASS COUNSEL shall be paid 1/10th of the total amount in escrow (including interest) for each one percent (1%) by which the percentage exceeds twenty-three percent (23%), and the remaining amount in escrow shall revert to DEFENDANT, and CLASS COUNSEL shall not be entitled to any further amounts (e.g., if 30% of SETTLEMENT CLASS members become FINAL SETTLEMENT CLASS members, then CLASS COUNSEL shall be paid 7/10ths of the amount in escrow, and 3/10ths of the

amount will revert to DEFENDANT). Such payment of the second part or a fraction thereof (if any) to CLASS COUNSEL shall be made within five (5) business days after the CLAIMS ADMINISTRATOR reports to counsel for the PARTIES the actual percentage.

E. Payment of such CLASS COUNSELS' FEES AND COSTS to CLASS COUNSEL as set forth in this SETTLEMENT AGREEMENT shall constitute full satisfaction of any and all obligations by DEFENDANT to pay any person, attorney or law firm (including but not limited to CLASS COUNSEL) for attorneys' fees, expenses or costs (including but not limited to any fees, costs and expenses related to testifying and non-testifying experts and consultants) incurred on behalf of PLAINTIFFS and all members of the SETTLEMENT CLASS and shall relieve the RELEASED PERSONS of any other claims or liability to any person for any attorneys' fees, expenses, and costs (including but not limited to any fees, costs and expenses related to testifying and non-testifying experts and consultants) to which any person may claim to be entitled on behalf of PLAINTIFFS or any members of the SETTLEMENT CLASS for this LITIGATION. Upon payment of CLASS COUNSELS' FEES AND COSTS hereunder, CLASS COUNSEL and members of the SETTLEMENT CLASS shall release DEFENDANT and RELEASED PERSONS from any and all claims for prevailing party attorneys' fees, expenses, and costs (including but not limited to any fees, costs and expenses related to testifying and non-testifying experts and consultants) relating to this LITIGATION. CLASS COUNSEL further represent and certify that they are not aware of any liens for attorneys' fees, expenses or costs existing, filed, or asserted with respect to any of the claims asserted in this LITIGATION.

F. CLASS COUNSEL shall be paid CLASS COUNSELS' FEES AND COSTS via electronic means. Prior to any payment of any amount designated as CLASS COUNSELS' FEES AND COSTS, each individual CLASS COUNSEL shall provide DEFENDANT with

consistent written instructions regarding how the amount shall be allocated (*e.g.*, which law firm to receive what amount) as well as all information necessary to effectuate such payments (*e.g.*, executed IRS Forms W-9). CLASS COUNSEL will each be issued a respective IRS Form 1099 for their award of CLASS COUNSELS' FEES AND COSTS.

G. The CLAIMS ADMINISTRATOR or DEFENDANT will report as income on an IRS Form 1099 each FINAL SETTLEMENT CLASS member's pro rata share of the amount approved by the COURT for payment of CLASS COUNSELS' FEES AND COSTS.

V. SERVICE PAYMENTS

A. CLASS COUNSEL may also make an application to the COURT for one-time SERVICE PAYMENT awards to Keith Barnwell, Feanja D. Smith, Melissa Salazar, Carleen Madrid, Mark Montoya, Silvia Apodaca and Nathan Gumke, in recognition of the work and services that said individuals contributed to the case including, but not limited to, investigative work, meetings with CLASS COUNSEL, assumption of risks, participation in depositions, serving as class representatives, participation in mediation and related activities. The SERVICE PAYMENTS shall not exceed \$2,500 per recipient and/or \$17,500 in total. DEFENDANT will not oppose such application. The final amount of each individual SERVICE PAYMENT (in amounts not to exceed \$2,500 per recipient and/or \$17,500 in total) shall be determined by the COURT. DEFENDANT will not oppose this request.

B. DEFENDANT will make the SERVICE PAYMENTS (in the amount approved by the COURT) within forty-five (45) calendar days after the FINAL EFFECTIVE DATE for each of said individuals who timely submits the appropriate fully completed CLAIM FORM.

C. SERVICE PAYMENTS shall be treated as non-wage income, and the CLAIMS ADMINISTRATOR shall issue a Form 1099 to SERVICE PAYMENT recipients reflecting the value of the payments.

VI. RELEASE OF CLAIMS; WAIVER; ASSIGNMENT OF RIGHTS

A. Effective as of the FINAL EFFECTIVE DATE, the RELEASING PERSONS shall be deemed to forever completely release and discharge CCA, and release and hold harmless the RELEASED PERSONS, from any and all wage-related claims of any kind, including but not limited to claims pursuant the FLSA, 29 U.S.C. § 201, *et seq.*, of any kind, that any of the RELEASING PERSONS has, had, might have or might have had against any of the RELEASED PERSONS based on any act or omission that occurred prior to and including the date the COURT enters an APPROVAL ORDER, in any way related to any of the facts or claims that were alleged or that could have been alleged in the LITIGATION or by reason of the negotiations leading to this settlement, even if presently unknown and/or un-asserted (the “RELEASED CLAIMS”). The RELEASED CLAIMS released by the RELEASING PERSONS as of the FINAL EFFECTIVE DATE includes any retaliation claims under the FLSA and/or state law regulating hours of work, wages, the payment of wages, and/or the payment of overtime compensation that could be brought by SETTLEMENT CLASS MEMBERS against CCA or any RELEASED PERSONS based on any act or omission that occurred up to and including the date the COURT enters an APPROVAL ORDER; any breach of contract claims; and any state common law wage claims, including, but not limited to claims of unjust enrichment and quantum meruit; and any and all claims pursuant to or derived from The Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001, *et seq.*; that arise from any alleged failure to pay wages, including any claims for benefits under any benefit plans subject to ERISA that arise from any such alleged failure; and any wage-and-hour laws or wage-related claims under other laws, including but not limited to any and all such claims pursuant to state law, including but not limited to the following: Arizona Rev. Stat. §§ 23-350, *et seq.*, §§ 23-362, *et seq.*, §§ 23-1501, *et seq.*, § 14-3971, and A.A.C. §§ R20-5-1003, *et seq.*,

and any state common law wage claims; all claims under all California wage orders, the California Labor Code, and other applicable statutes including, but not limited to California Labor Code Sections 98.6, 200-204, 212, 216, 221, 223, 225.5, 226, 226.7, 400, *et seq.*, 500, *et seq.*, 1194, 1194.2, and 2802, Wage Order 4 of the Industrial Welfare Commission (“IWC”) Wage Orders (8 Cal. ¶ Code Regs. §§ 11010, *et seq.*), the California Business & Professions Code §§ 17200, *et seq.*, Code of Civil Procedure §§ 1021.5 and 1542, Cal. Civ. Code § 1542, the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.*, and any state common law wage claims; Colorado Minimum Wage Law, Colo. Rev. Stat. §§ 8-6-101, *et seq.*, 8-4-101, *et seq.*, and Colorado Minimum Wage Order Nos. 22-25, 7 C.C.R. § 1103-1, and any state common law wage claims; District of Columbia Minimum Wage Act, D.C. Code §§ 32-1001, *et seq.*, CDCR §§ 7-900, *et seq.*, and any common law wage claims; Florida Statute §§ 448, *et seq.* §§ 532.01, *et seq.*, § 222.15, §§ 532.01, *et seq.*, Florida Constitution, Art. X, § 24, and any state common law wage claims; Georgia Minimum Wage Law, Ga. Code, §§ 34-4-1, *et seq.*, Ga. Code Ann. § 10-1-573, § 39-9-2, § 34-7-5, § 9-3-22, § 21-2-404, § 34-1-3, and any state common law wage claims, including but not limited to claims of unjust enrichment; Idaho Claims for Wages Act, Idaho Code §§ 45-601, *et seq.*, Idaho Hours Worked Act, Idaho Code §§ 44-1201, *et seq.*, and Minimum Wage Law, Idaho Code §§ 44-1501, *et seq.*; Indiana Minimum Wage Law of 1965, Ind. Code §§ 22-2-2-1, *et seq.*, Indiana Wage Payment Statute, Ind. Code §§ 22-2-5-1, *et seq.*, Wage Claims Statute, Ind. Code §§ 22-2-9-3, *et seq.*, Indiana Wage Deduction Statute, Ind. Code §§ 22-2-6-1, *et seq.*, and any state common law wage claim; Kansas Minimum Wage and Maximum Hours Law, Kansas Stat. Ann. §§ 44-1201, *et seq.*, Kansas Wage Payment Act, Kansas Stat. Ann. §§ 44-301, *et seq.*, Kansas Admin. Regs. § 49-20-1, §§ 49-30-1, *et seq.*, and §§ 49-31-1, *et seq.* and any state common law wage claim; Kentucky Wages and Hours

Laws, Ky. Rev. Stat. §§ 337, *et seq.*, Ky. Rev. Stat. § 436.160 and 803 Ky. Admin. Regs. 1:005, *et seq.*; Louisiana Revised Stat. §§ 23:631, *et seq.*, and §§ 9:1515, 23:691, 23:10, Louisiana Civil Code, Art. 2298, 2299, and 3494, and any state common law wage claims; Minnesota Fair Labor Standards Act, Minn. Stat. §§ 177.21, *et seq.*; Minn. Stat. §§ 181.01, *et seq.*, §§ 181.55, *et seq.*, § 181.79; Minn. Rules 5200.0010, *et seq.*, and any state common law wage claims; Mississippi Code Ann. § 71-1-35, and any state common law wage claims; Montana Wages and Wage Protection Laws, §§ 39-2-301, *et seq.*, §§ 39-3-101, *et seq.*, §§ 39-3-201, *et seq.*, §§ 39-3-401, *et seq.*, §§ 39-4-101, *et seq.*, Mont. Code. Ann. 39-2-901, *et seq.*, and Mont. Admin. Rule 24.16.1001, *et seq.*, 24.16.2501, *et seq.*, 24.16.1501, *et seq.*, 24.16.6101, *et seq.*, and any state common law wage claims; New Jersey State Wage and Hour Law, N.J. Stat. Ann. §§ 34:11-56a to 34:11-56a30, New Jersey Wage Payment Law, N.J. Stat. Ann. §§ 34:11-4.1, *et seq.*, N.J. Stat. Ann. § 2B:20-17, N.J. Admin. Code §§ 12:55-1.1 through 12:55-2.5, §§ 12:56-1.1 through 12:56-808, and any state common law wage claims; New Mexico Labor Conditions and Payment of Wages Laws and Minimum Wage Act, N.M. Stat. Ann. §§ 50-4-1, *et seq.*, § 45-3-1301; N.M. Admin. Code §§ 11.1.4.1, *et seq.*; Santa Fe, N.M., Ordinance No. 2003-8 (Living Wage Ordinance) (2003), and any state common law wage claims; Ohio Minimum Fair Wage Standards Act, Ohio Rev. Code §§ 4111.01, *et seq.*, Ohio Rev. Code Ann. § 4113.15, and Ohio Constitution, Art. II, § 34a, and any state common law wage claims; Oklahoma Protection of Labor Laws, 40 Okla. St. Ann §§ 165.1, *et seq.*, §§ 197.1, *et seq.*, and Okla. Admin. Code §§ 380:30-1-2, *et seq.*, and any state common law wage claims; Tennessee Code Ann. §§ 50-2-101, *et seq.*, and any state common law wage claims; Texas Payday Law, Tex. Lab. Code Ann. §§ 61.001 - 61.095, Texas Minimum Wage Act, Tex. Lab. Code Ann. §§ 62.001 - 62.205, and Texas Payday Rules, 40 Tex. Admin. Code §§ 821.1 – 821.28, and any other claims of any

kind related to CCA's alleged failure to pay wages to the SETTLEMENT CLASS MEMBERS up to and including the date the COURT enters an APPROVAL ORDER.

B. The RELEASING PERSONS further covenant and agree that, since they are settling disputed claims, they will not accept, recover or receive any back pay, liquidated damages, other damages, penalties, or any other form of relief based on any of the RELEASED CLAIMS asserted or settled in the LITIGATION which may arise out of, or in connection with any other individual, representative, class or any administrative remedies pursued by any individual(s) or any federal, state or local governmental agency against any of the RELEASED PERSONS. RELEASING PERSONS further acknowledge that they are enjoined from pursuing any RELEASED CLAIM RELEASING PERSONS has, had, might have or might have had against any of the RELEASED PERSONS based on any act or omission that occurred up to and including the date the COURT enters an APPROVAL ORDER.

C. The RELEASING PERSONS further covenant and agree not to take any steps to initiate, file or participate in any claim under the California Private Attorney General Act, California Labor Code section 2698, *et seq.*, with respect to any claims for violation of the California Labor Code that allegedly arose during the relevant time period through and including the date the COURT enters a APPROVAL ORDER.

D. Waiver of California Civil Code section 1542: The RELEASING PERSONS acknowledge that they each may have claims related to the RELEASED CLAIMS that are presently unknown and that the release contained in this SETTLEMENT AGREEMENT is intended to and will fully, finally, and forever discharge even such claims, whether now asserted or un-asserted, known or unknown, to the extent they fall within the description of claims being released above. **ACCORDINGLY, EACH RELEASING PERSON EXPRESSLY**

UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND RELINQUISH ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542 OR ANY STATUTE OR RULE OF SIMILAR EFFECT. CIVIL CODE SECTION 1542 PROVIDES IN FULL AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In giving this waiver, the RELEASING PERSONS acknowledge that they have been advised of California Civil Code section 1542, they may hereafter discover facts in addition to or different from those which they now believe to be true with respect to the subject matter released herein, but agree that they have taken that possibility into account in reaching this SETTLEMENT AGREEMENT and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the RELEASING PERSONS expressly assume the risk, they freely and voluntarily give the release set forth above. Upon the FINAL EFFECTIVE DATE of this SETTLEMENT AGREEMENT, or upon such earlier date as SETTLEMENT PAYMENTS have been issued to the individual RELEASING PERSONS all members of the FINAL SETTLEMENT CLASS shall be deemed to have given this release.

E. Assignment: All members of the FINAL SETTLEMENT CLASS represent and warrant that nothing that would otherwise be released herein has been assigned, transferred, or

hypothecated or purportedly assigned, transferred, or hypothecated. Upon the FINAL EFFECTIVE DATE of this SETTLEMENT AGREEMENT, or upon such earlier date as a SETTLEMENT PAYMENT has been issued to the individual RELEASING PERSONS, members of the FINAL SETTLEMENT CLASS shall be deemed to have given this warranty.

F. All members of the FINAL SETTLEMENT CLASS will be bound by the terms and conditions of this SETTLEMENT AGREEMENT, the APPROVAL ORDER, the judgment, and the releases set forth herein.

VII. MEDIA AND CONFIDENTIALITY OBLIGATIONS

A. Prior to entry of the COURT'S APPROVAL ORDER, PLAINTIFFS, OPT-IN PLAINTIFFS, DEFENDANT, and counsel for the PARTIES agree to keep the terms of this SETTLEMENT AGREEMENT confidential.

B. PLAINTIFFS, OPT-IN PLAINTIFFS and CLASS COUNSEL agree not to: (a) issue a press release or otherwise notify the media about the terms of this SETTLEMENT AGREEMENT; and/or (b) advertise any of the terms of the SETTLEMENT AGREEMENT through written, recorded or electronic communications. To the extent that PLAINTIFFS, OPT-IN PLAINTIFFS and/or CLASS COUNSEL are contacted by the media about the SETTLEMENT AGREEMENT, however, they are permitted to respond to such inquiries so long as they do not disclose any of the terms of the SETTLEMENT AGREEMENT. Following entry of the COURT'S APPROVAL ORDER, PLAINTIFFS, OPT-IN PLAINTIFFS and CLASS COUNSEL are permitted to communicate directly with members of the SETTLEMENT CLASS about the terms of the SETTLEMENT AGREEMENT.

C. Consistent with the Protective Order entered on September 22, 2008, Dkt. #117, the PARTIES reconfirm their agreement that after the termination of this LITIGATION, including all appeals, all Confidential Information (as defined in the Protective Order) supplied

by any Producing Party, and all copies thereof, shall be returned by the Receiving Party to the Producing Party or, at the Producing Party's option, shall be destroyed by the Receiving Party. The PARTIES also reconfirm their agreement that the Receiving Party shall certify to the Producing Party that all Confidential Information has been returned or destroyed. This paragraph does not replace or otherwise affect the Protective Order entered by the Court.

VIII. TERMINATION OF THE SETTLEMENT AGREEMENT

A. GROUNDS FOR SETTLEMENT TERMINATION:

Any PARTY may terminate the SETTLEMENT AGREEMENT if the COURT declines to enter the APPROVAL ORDER or judgment in the form submitted by the PARTIES, a Court of Appeal reverses the entry of a APPROVAL ORDER or judgment, or the settlement as agreed does not become final for any other reason, provided, the PARTIES agree to work cooperatively and in good faith, including mediating any unresolved differences with the CLAIMS ADMINISTRATOR for a period of fourteen (14) calendar days to address and resolve any concerns identified by the COURT or a Court of Appeal in declining to enter the APPROVAL ORDER or judgment in the form submitted by the PARTIES.

B. PROCEDURES FOR TERMINATION:

To terminate this SETTLEMENT AGREEMENT as specified above, the terminating PARTY shall give written notice to the other PARTY no later than fifteen (15) business days after the terminating PARTY learns that the applicable ground for termination has been satisfied.

C. EFFECT OF TERMINATION:

In the event that this SETTLEMENT AGREEMENT is canceled, rescinded, terminated, voided, or nullified, however that may occur, or the settlement of the LITIGATION is barred

by operation of law, is invalidated, is not approved or otherwise is ordered not to be carried out by any COURT:

1. The SETTLEMENT AGREEMENT shall have no force or effect, and no PARTY shall be bound by any of its terms with respect to the terminating PARTIES;

2. DEFENDANT shall have no obligation to make any payments to any SETTLEMENT CLASS MEMBER or attorney, except that the PARTIES shall be jointly responsible for paying the CLAIMS ADMINISTRATOR for services rendered up to the date the CLAIMS ADMINISTRATOR is notified that the settlement has been terminated;

3. Any APPROVAL ORDER and judgment, including any order of class certification pursuant to this SETTLEMENT AGREEMENT, shall be vacated;

4. The SETTLEMENT AGREEMENT and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the PARTIES, all of whom shall be restored to their respective positions in the LITIGATION prior to the settlement;

5. Neither this SETTLEMENT AGREEMENT, nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the LITIGATION or any other action for any purpose whatsoever; and

6. DEFENDANT shall reserve the right to move to decertify the FLSA collective action should the SETTLEMENT AGREEMENT not become final.

IX. PARTIES' AUTHORITY

A. The signatories hereby represent that they are fully authorized to enter into this SETTLEMENT AGREEMENT and bind the PARTIES hereto to the terms and conditions hereof.

B. REPRESENTATIVE PLAINTIFFS acknowledge that, consistent with the language set forth in the consent forms filed by the PLAINTIFFS and OPT-IN PLAINTIFFS, they are, together with CLASS COUNSEL, fully authorized to bind the PLAINTIFFS and OPT-IN PLAINTIFFS to all terms set forth in this SETTLEMENT AGREEMENT, regardless of whether each PLAINTIFF and/or OPT-IN PLAINTIFF timely submits a completed CLAIM FORM.

C. It is agreed that because the members of the SETTLEMENT CLASS are so numerous, it is impossible or impractical to have each member of the SETTLEMENT CLASS execute the SETTLEMENT AGREEMENT. The CLASS NOTICE will advise all members of the SETTLEMENT CLASS of the binding nature of the release, and that the release will have the same force and effect upon members of the FINAL SETTLEMENT CLASS as if the SETTLEMENT AGREEMENT were executed by each member of the FINAL SETTLEMENT CLASS.

X. MUTUAL FULL COOPERATION

The PARTIES agree to fully cooperate with each other to accomplish the terms of the SETTLEMENT AGREEMENT, including, but not limited to, to execute such documents and to take such other action as may reasonably be necessary to implement the terms of the SETTLEMENT AGREEMENT. The PARTIES to the SETTLEMENT AGREEMENT shall use their best efforts, including all efforts contemplated by the SETTLEMENT AGREEMENT

and any other efforts that may become necessary by order of the COURT, or otherwise, to effectuate the SETTLEMENT AGREEMENT and the terms set forth herein. As soon as practicable after execution of the SETTLEMENT AGREEMENT, CLASS COUNSEL shall, with the assistance and cooperation of DEFENDANT and their counsel, take all necessary steps to secure the COURT'S APPROVAL ORDER.

XI. NOTICE

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Plaintiffs:

Brendan J. Donelon
Daniel William Craig
DONELON, P.C.
802 Broadway, 7th Floor
Kansas City, MO 64105
brendan@donelonpc.com

Charles J. Brown
BROWN & ASSOCIATES, LLC
204B U.S. 169 Hwy.
Trimble, MO 64492
kclawyerbrown@yahoo.com

To the Defendant:

Lisa A. Schreter
Angelo Spinola
LITTLER MENDELSON, P.C.
3344 Peachtree Road, N.E., Suite 1500
Atlanta, GA 30326
lschreter@littler.com
aspinola@littler.com

Robert W. Pritchard
LITTLER MENDELSON, P.C.
625 Liberty Avenue, 26th Floor
Pittsburgh, PA 15222
rpritchard@littler.com

Erin A. Webber, #70548
LITTLER MENDELSON, P.C.
2300 Main Street, Suite 900
Kansas City, MO 64108
ewebber@littler.com

XII. CONSTRUCTION AND INTERPRETATION

a. The PARTIES hereto agree that the terms and conditions of the SETTLEMENT AGREEMENT are the result of lengthy, intensive, arms-length negotiations among the PARTIES, and the SETTLEMENT AGREEMENT shall not be construed in favor of or against any PARTY by reason of the extent to which any PARTY or his, her or its counsel participated in the drafting of the SETTLEMENT AGREEMENT.

b. Paragraph titles are inserted as a matter of convenience for reference, and in no way define, limit, extend, or describe the scope of this SETTLEMENT AGREEMENT or any of its provisions. Each term of this SETTLEMENT AGREEMENT is contractual and not merely a recital.

c. This SETTLEMENT AGREEMENT shall be subject to and governed by the laws of the State of Kansas and subject to the continuing jurisdiction of the United States District Court for the District of Kansas.

XIII. FORM AND CONTENT RESOLUTION

The PARTIES agree they must reach agreement on the form and content of the SETTLEMENT AGREEMENT and its exhibits, the APPROVAL ORDER and the Motion for Approval.

The PARTIES agree that in the event they dispute and reach impasse as to any of the settlement terms or the form and content of any documents necessary to effectuate the settlement that cannot be resolved among the PARTIES themselves with the assistance of the CLAIMS ADMINISTRATOR, any and all such disputes may be submitted to Mediator John R. Phillips, Esq., for final and binding resolution. The PARTIES shall equally divide all costs of such mediation, but the PARTIES shall bear their own expenses for attorneys' fees, expenses and costs.

XIV. COUNTERPARTS

The SETTLEMENT AGREEMENT may be executed in counterparts, and when each designated signatory has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one SETTLEMENT AGREEMENT, which shall be binding upon and effective as to all PARTIES.

XV. INTEGRATION CLAUSE

This SETTLEMENT AGREEMENT sets forth the entire agreement between the PARTIES hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the PARTIES pertaining to the subject matter hereof, including, but not limited to, any and all written and oral agreements reached between the PARTIES during the mediation that resulted in this SETTLEMENT AGREEMENT.

XVI. BINDING ON ASSIGNS

This SETTLEMENT AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective heirs, trustees, executors, administrators, successors, and assigns.

XII. MODIFICATION

No rights hereunder may be waived or modified except in a writing signed by duly authorized representatives of the PARTIES.

XIII. ENFORCEMENT OF THE SETTLEMENT AGREEMENT

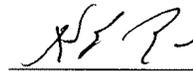
In the event of a dispute concerning the rights or obligations under the SETTLEMENT AGREEMENT, the PARTIES shall first meet and confer in a good faith attempt to resolve the matter. In the event those efforts are unsuccessful and one or more of the PARTIES attempts to institute any legal action or other proceeding against any other PARTY or PARTIES to enforce the provisions of this SETTLEMENT AGREEMENT or to declare rights and/or obligations under this SETTLEMENT AGREEMENT, the successful PARTY or PARTIES shall be entitled to recover from the unsuccessful PARTY or PARTIES reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed this SETTLEMENT

AGREEMENT with an effective date of February 2, 2009:

REPRESENTATIVE PLAINTIFFS



Keith E. Barnwell



Feanja D. Smith

ON BEHALF OF THEMSELVES AND
ALL PLAINTIFFS AND OPT-IN
PLAINTIFFS

CLASS COUNSEL:



Brendan J. Donelon
Daniel William Craig
DONELON, P.C.
802 Broadway, 7th Floor
Kansas City, MO 64105
Telephone: 816-221-7100

Charles J. Brown
BROWN & ASSOCIATES, LLC
204B U.S. 169 Hwy.
Trimble, MO 64492
Telephone: 816-505-4529

DEFENDANT:

CORRECTIONS CORPORATION OF
AMERICA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Lisa A. Schreter
Angelo Spinola
LITTLER MENDELSON, P.C.
3344 Peachtree Road, N.E., Suite 1500
Atlanta, GA 30326
Telephone: 404-233-0330

Robert W. Pritchard
LITTLER MENDELSON, P.C.
625 Liberty Avenue, 26th Floor
Pittsburgh, PA 15222
Telephone: 412-201-7628

Erin A. Webber, #70548
LITTLER MENDELSON, P.C.
2300 Main Street, Suite 900
Kansas City, MO 64108
Telephone: 816-448-3558

Firmwide:88115849.7 057737.1002

IN WITNESS WHEREOF, the undersigned have duly executed this SETTLEMENT AGREEMENT with an effective date of February 2, 2009:

REPRESENTATIVE PLAINTIFFS

Keith E. Barnwell

Feanja D. Smith

ON BEHALF OF THEMSELVES AND ALL PLAINTIFFS AND OPT-IN PLAINTIFFS

CLASS COUNSEL:

Brendan J. Donelon
Daniel William Craig
DONELON, P.C.
802 Broadway, 7th Floor
Kansas City, MO 64105
Telephone: 816-221-7100

Charles J. Brown
BROWN & ASSOCIATES, LLC
204B U.S. 169 Hwy.
Trimble, MO 64492
Telephone: 816-505-4529

DEFENDANT:

CORRECTIONS CORPORATION OF AMERICA

By: Steven Evans Groom

Name: STEVEN EVANS GROOM

Title: Vice President & Deputy General Counsel

APPROVED AS TO FORM:

Robert W Pritchard

Lisa A. Schreter
Angelo Spinola
LITTLER MENDELSON, P.C.
3344 Peachtree Road, N.E., Suite 1500
Atlanta, GA 30326
Telephone: 404-233-0330

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2300 Main Street, Suite 900
Kansas City, MO 64108
Telephone: 816-448-3558

Firmwide:88115849.9 057737.1002

EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS
KANSAS CITY

KEITH E. BARNWELL, et al.,)	
)	
Plaintiffs,)	CASE NO. 2:08-CV-02151-JWL-DJW
)	
v.)	Judge John W. Lungstrum
)	Magistrate Judge David J. Waxse
CORRECTIONS CORPORATION OF)	
AMERICA,)	
)	
Defendant.)	
_____)	

IMPORTANT NOTICE OF SETTLEMENT AND CLAIMS PROCEDURE

This notice relates to the settlement of a collective action lawsuit against Corrections Corporation of America (together with its subsidiaries, “CCA”). You have received this notice because you may be eligible to participate in the settlement and to receive a settlement payment. This notice contains information about the lawsuit, your eligibility to participate in the settlement, the procedures you must follow in order to receive a settlement payment, and other important information regarding the settlement. Please read it carefully.

A. The Lawsuit

On April 3, 2008, Keith E. Barnwell (“Barnwell”) commenced the lawsuit by filing a Complaint in the United States District Court for the District of Kansas at Case No. 2:08-cv-02151. In an Amended Complaint filed on May 2, 2008, Barnwell (now joined by other plaintiffs¹) asserted violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”), against CCA on behalf of themselves and other individuals who had been employed by CCA as corrections officers and/or in other non-exempt hourly positions within the prior three years. The plaintiffs alleged that CCA suffered or permitted corrections officers and other non-exempt employees to perform work activities without compensating them for all such hours worked as required by the FLSA. CCA denied any wrongdoing.

Over the next several months, the parties conducted a thorough investigation into the factual and legal issues raised in the litigation, including the review and analysis of CCA’s policies as well as employees’ time and payroll records, and interviewing hundreds of witnesses. The parties also

¹ The plaintiffs named in the Amended Complaint are Keith E. Barnwell, Feanja D. Smith, James E. Smith, Delia C. Ramirez, Froylan Moya, Tristan L. Gates, Horacio Martinez, Scott Gregg, Janet L. Black, Janet L. Toole, Jessica C. Rice, John A. Conley, Kenneth E. Davis, III, Thomas L. Vinson, and Lisa L. Mathey.

retained the services of an experienced mediator. As a result of these efforts, the parties were able to negotiate an agreement to resolve the claims asserted in the litigation. The parties submitted their agreement to the Court, which approved the settlement on _____, 2009.

Plaintiffs' counsel, Brendan J. Donelon of the Law Office of Donelon, P.C. and Charles J. Brown of Brown & Associates, LLC ("Class Counsel"), believe that further proceedings in the litigation against CCA, including trial and probable appeals, would be very expensive and protracted and uncertain as to likelihood of success and amount of damages, if any. Therefore, upon careful consideration of all of the facts and circumstances, Class Counsel believe that the settlement agreement negotiated with CCA is fair, reasonable, and adequate, and is in the best interest of the individuals who are eligible to participate.

CCA expressly denies any liability or wrongdoing of any kind associated with the claims in the litigation. CCA contends that it complied with applicable federal and state law at all times. By entering into the settlement agreement, CCA does not admit any liability or wrongdoing and expressly denies the same. CCA represents that it entered into this agreement solely for the purpose of avoiding the costs and disruption of further litigation.

B. Your Eligibility to Participate in the Settlement

You are eligible to participate in the settlement if you were employed by CCA in one or more of the following "covered positions" at any time from December 9, 2005 (or, if you filed with the Court a written consent to join the lawsuit before December 9, 2008, the date that is three years prior to the date on which your consent was filed with the Court), through **[DATE OF APPROVAL ORDER]**, 2009: Correctional Officer, Correctional Officer (903), Correctional Officer (PRN), Correctional Officer Cadet, Correctional Officer P/T, Recreation Officer, Safety Officer (SR CO), SR Correctional Officer, SR Correctional Officer (903), Correctional Counselor, SR Corr. Officer Inmate Rel., Case Manager, Case Manager (903), Accounting Clerk, Accounting Clerk II, Accounting Clerk III, Accounting Clerk IV, Administrative Clerk, Administrative Clerk (VOE), Administrative Clerk P/T, Clerk/Typist, Commissary Clerk, Commissary Clerk P/T, File Clerk, File Clerk P/T, Mailroom Clerk, Medical Records Clerk, Medical Records Clerk P/T, and Records Clerk.

The amount of your potential settlement payment was calculated as follows: (a) the "revised maximum gross settlement amount" was determined by subtracting class counsel's fees and costs, service payments, settlement administration expenses and an amount equal to CCA's projected amount of taxes to be paid on the settlement payments, from the maximum gross settlement amount of \$7 million; (b) the revised maximum gross settlement amount was divided by the gross number of weeks of employment in a covered position by all persons eligible to participate in the settlement from December 9, 2005 (or, for any individual who filed with the Court a written consent to join the lawsuit before December 9, 2008, the date that is three years prior to the date on which his or her consent was filed with the Court) through **[DATE OF APPROVAL ORDER]**, 2009 to establish a "per week" amount; and (c) you are eligible to receive a potential settlement payment in amount equal to the "per week" amount multiplied by

Exhibit 1
Page 2 of 5

the number of weeks that you were employed by CCA in a covered position from December 9, 2005 (or, if you filed with the Court a written consent to join the lawsuit before December 9, 2008, the date that is three years prior to the date on which your consent was filed with the Court) through **[DATE OF APPROVAL ORDER]**, 2009.

Each settlement payment will be separated into two equal amounts: fifty percent (50%) will be allocated to the claims asserted in the lawsuit for unpaid overtime and other wage-related damages, and fifty percent (50%) will be allocated to the claims asserted in the lawsuit for liquidated damages and other relief. The portion allocated to claims for unpaid overtime and other wage-related damages will be subject to all required employee paid payroll taxes and required deductions (and reported on an IRS Form W-2). The portion allocated to liquidated damages and other relief shall be characterized as non-wage income (and reported on an IRS Form 1099).

C. Procedures You Must Follow in Order to Receive a Settlement Payment

In order to receive a settlement payment, you must: (a) be named as a plaintiff in the Amended Complaint; (b) have filed with the Court a written consent to join the lawsuit on or before **[DATE OF APPROVAL ORDER]**, 2009; and/or (c) timely submit a properly completed Claim Form (copy enclosed) to the claims administrator at the address below in accordance with the instructions set forth in this notice and in the enclosed Claim Form. Thus, if you are not a named plaintiff and if you did not file with the Court a written consent to join the lawsuit on or before **[DATE OF APPROVAL ORDER]**, 2009, then **you must submit a properly completed Claim Form in order to receive a settlement payment.**

Settlement Claims Administrator

c/o **[ADDRESS]**

Phone (800) _____ or Website

In addition, if you were employed by CCA as of **[DATE OF APPROVAL ORDER]**, 2009, you must, as a condition of receiving any portion of the settlement payment, timely complete and return the enclosed Current Employee Certification (this requirement will be excused for any such individual who is no longer employed by CCA as of the deadline).

In order to receive that portion of the settlement payment attributed to liquidated damages, you must timely complete and return the enclosed Substitute W-9 Form.

The deadline for the return of the Claim Form, Current Employee Certification and Substitute W-9 Form is **[BAR DATE]**, 2009. Your Claim Form, Current Employee Certification and Substitute W-9 Form must be received by the settlement claims administrator by this deadline in order to be deemed timely.

The amount of your potential settlement payment depends in part on the number of weeks that you were employed by CCA in a covered position from December 9, 2005 (or, if you filed with the Court a written consent to join the lawsuit before December 9, 2008, the date that is three years prior to the date on which your consent was filed with the Court) through **[DATE OF APPROVAL ORDER]**, 2009, as reflected in CCA's records and specified on the enclosed claim form. If you wish to challenge CCA's records regarding the dates you worked for CCA in a covered position, you must submit a written, signed declaration to the claims administrator for receipt by the claims administrator on or before **[BAR DATE]**, 2009. The claims administrator will resolve the challenge and make a final and binding determination.

If you lose, misplace, or need another Claim Form, you may obtain another form by contacting the claims administrator at the address and/or phone number listed above.

It is anticipated that settlement payments will be mailed on or before **[TO BE DETERMINED]**.

D. Release of Claims

The settlement agreement contains a release. If you are named as a plaintiff in the Amended Complaint, filed with the Court a written consent to join the lawsuit on or before **[DATE OF APPROVAL ORDER]**, 2009, or timely submit a properly completed Claim Form in accordance with the instructions set forth in this notice, then you will be deemed to release and discharge CCA and its affiliates from any and all wage-related claims that you might have based on any act or omission that occurred at any time up to and including **[DATE OF APPROVAL ORDER]**, 2009, in any way related to any of the facts or claims alleged or that could have been alleged in the litigation, even if presently unknown and/or unasserted. The enclosed Claim Form contains additional details about the release of claims included in the settlement agreement.

E. Class Counsel's Fees and Costs, and Service Payments

The Court awarded Class Counsel a minimum of twenty-three percent (23%) and a maximum of thirty-three (33%) of the maximum gross settlement amount as payment for Class Counsel's fees and costs incurred in connection with the prosecution of the claims subject to the settlement agreement. The actual amount to be awarded will depend on the number of eligible class members who elect to participate in the settlement.

Current and former CCA employees Keith Barnwell, Feanja Smith, Melissa Salazar, Carleen Madrid, Mark Montoya, Silvia Apodaca and Nathan Gumke took a lead role in this litigation and assisted in its resolution. The Court approved a "service payment" to each of them in the amount of \$2,500 (in addition to their settlement payment) in recognition of their significant involvement in the litigation for the benefit of the members of the settlement class.

F. No Retaliation

CCA will not discriminate or retaliate against you in any way because of your decision whether to participate in the litigation or this settlement.

G. Additional Information

The above is a summary of the basic terms of the settlement. Further information is available from the settlement claims administrator and/or Class Counsel:

INSERT CONTACT INFORMATION FOR SETTLEMENT CLAIMS ADMINISTRATOR.

The pleadings and other records in the litigation may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court, District of Kansas, 500 State Avenue, 259 U.S. Courthouse, Kansas City, Kansas 66101.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE UNITED STATES DISTRICT COURT, THE DISTRICT OF KANSAS.

Date: _____

Hon. John W. Lungstrom

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EXHIBIT 2

CLAIM FORM

In order to receive a settlement payment, you must: (a) be named as a plaintiff in the Amended Complaint; (b) have filed with the Court a written consent to join the lawsuit on or before [DATE OF APPROVAL ORDER], 2009; or (c) timely submit a properly completed Claim Form to the claims administrator for receipt by the claims administrator on or before [BAR DATE], 2009.

By completing and signing this Claim Form, I verify that I was employed by Corrections Corporation of America or one of its subsidiaries ("CCA") in one or more of the following "covered positions" at any time from December 9, 2005 (or, if I filed with the Court a written consent to join the lawsuit before December 9, 2008, the date that is three years prior to the date on which my consent was filed with the Court), through [DATE OF APPROVAL ORDER], 2009: Correctional Officer, Correctional Officer (903), Correctional Officer (PRN), Correctional Officer Cadet, Correctional Officer P/T, Recreation Officer, Safety Officer (SR CO), SR Correctional Officer, SR Correctional Officer (903), Correctional Counselor, SR Corr. Officer Inmate Rel., Case Manager, Case Manager (903), Accounting Clerk, Accounting Clerk II, Accounting Clerk III, Accounting Clerk IV, Administrative Clerk, Administrative Clerk (VOE), Administrative Clerk P/T, Clerk/Typist, Commissary Clerk, Commissary Clerk P/T, File Clerk, File Clerk P/T, Mailroom Clerk, Medical Records Clerk, Medical Records Clerk P/T, and Records Clerk.

I understand that this lawsuit, entitled *Keith Barnwell, et al. v. Corrections Corporation of America*, Civil Case Number Case No. 08-CV-2151JWL/DJW, was brought in the United States District Court, District of Kansas alleging that CCA violated the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* ("FLSA"), by not paying me and other employees all of the wages to which they were entitled. I hereby consent and agree to join this lawsuit in order to participate in the settlement agreement entered in the litigation and approved by the Court. I hereby designate the law firms of The Law Office of Donelon, P.C. and Brown & Associates, LLC to represent me in the litigation.

I fully and completely release CCA, and their past, present, and future direct and indirect parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, members, insurers, reinsurers, and assigns, and each of their past, present, and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by CCA, divisions, units, branches, and any other persons or entities acting on their behalf (together with CCA, the "Released Persons") from any and all wage-related claims, demands, rights, liabilities, expenses, and losses of any kind, that I and my heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns have, had, might have or might have had against any of the Released Persons based on any act or omission that occurred at any time through and including [APPROVAL ORDER DATE], 2009, whether in any way related to any of the facts or claims alleged in the litigation or by reason of the negotiations leading to the settlement of the

litigation, as well as from the obligation to make any payment to any person, attorney, or law firm for attorneys' fees, expenses or costs incurred on my behalf, even if presently unknown and/or unasserted. The matters released herein include any claims that could be brought by me alleging that CCA retaliated against me for complaining about my wages or for asserting wage-related claims under any wage and hour laws or other laws, and any other claims of any kind related to CCA's alleged failure to pay wages to me through and including [APPROVAL ORDER DATE], 2009, including but not limited to each of the following wage and hour laws:

Any and all claims pursuant to or derived from the FLSA, 29 U.S.C. § 201, *et seq.*; any and all claims pursuant to or derived from The Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001, *et seq.*, and any claims for benefits under any benefit plans subject to ERISA, that arise from any alleged failure to pay wages; and any wage-and-hour laws or wage-related claims under other laws, including but not limited to any and all such claims pursuant to state law, including but not limited to the following: Arizona Rev. Stat. §§ 23-350, *et seq.*, §§ 23-362, *et seq.*, §§ 23-1501, *et seq.*, § 14-3971, and A.A.C. §§ R20-5-1003, *et seq.*, and any state common law wage claims; all claims under all California wage orders, the California Labor Code, and other applicable statutes including, but not limited to California Labor Code Sections 98.6, 200-204, 212, 216, 221, 223, 225.5, 226, 226.7, 400, *et seq.*, 500, *et seq.*, 1194, 1194.2, and 2802, Wage Order 4 of the Industrial Welfare Commission ("IWC") Wage Orders (8 Cal. ¶ Code Regs. §§ 11010, *et seq.*), the California Business & Professions Code §§ 17200, *et seq.*, Code of Civil Procedure §§ 1021.5 and 1542, Cal. Civ. Code § 1542, the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.*, and any state common law wage claims; Colorado Minimum Wage Law, Colo. Rev. Stat. §§ 8-6-101, *et seq.*, 8-4-101, *et seq.*, and Colorado Minimum Wage Order Nos. 22-25, 7 C.C.R. § 1103-1, and any state common law wage claims; District of Columbia Minimum Wage Act, D.C. Code §§ 32-1001, *et seq.*, CDCR §§ 7-900, *et seq.*, and any common law wage claims; Florida Statute §§ 448, *et seq.* §§ 532.01, *et seq.*, § 222.15, §§ 532.01, *et seq.*, Florida Constitution, Art. X, § 24, and any state common law wage claims; Georgia Minimum Wage Law, Ga. Code, §§ 34-4-1, *et seq.*, Ga. Code Ann. § 10-1-573, § 39-9-2, § 34-7-5, § 9-3-22, § 21-2-404, § 34-1-3, and any state common law wage claims, including but not limited to claims of unjust enrichment; Idaho Claims for Wages Act, Idaho Code §§ 45-601, *et seq.*, Idaho Hours Worked Act, Idaho Code §§ 44-1201, *et seq.*, and Minimum Wage Law, Idaho Code §§ 44-1501, *et seq.*; Indiana Minimum Wage Law of 1965, Ind. Code §§ 22-2-2-1, *et seq.*, Indiana Wage Payment Statute, Ind. Code §§ 22-2-5-1, *et seq.*, Wage Claims Statute, Ind. Code §§ 22-2-9-3, *et seq.*, Indiana Wage Deduction Statute, Ind. Code §§ 22-2-6-1, *et seq.*, and any state common law wage claim; Kansas Minimum Wage and Maximum Hours Law, Kansas Stat. Ann. §§ 44-1201, *et seq.*, Kansas Wage Payment Act, Kansas Stat. Ann. §§ 44-301, *et seq.*, Kansas Admin. Regs. § 49-20-1, §§ 49-30-1, *et seq.*, and §§ 49-31-1, *et seq.* and any state common law wage claim; Kentucky Wages and Hours Laws, Ky. Rev. Stat. §§ 337, *et seq.*, Ky. Rev. Stat. § 436.160 and 803 Ky. Admin. Regs. 1:005, *et seq.*; Louisiana Revised Stat. §§ 23:631, *et seq.*, and §§ 9:1515, 23:691, 23:10, Louisiana Civil Code, Art. 2298, 2299, and 3494, and any state common law wage claims; Minnesota Fair Labor Standards Act, Minn. Stat. §§ 177.21, *et seq.*; Minn. Stat. §§ 181.01, *et seq.*, §§

181.55, *et seq.*, § 181.79; Minn. Rules 5200.0010, *et seq.*, and any state common law wage claims; Mississippi Code Ann. § 71-1-35, and any state common law wage claims; Montana Wages and Wage Protection Laws, §§ 39-2-301, *et seq.*, §§ 39-3-101, *et seq.*, §§ 39-3-201, *et seq.*, §§ 39-3-401, *et seq.*, §§ 39-4-101, *et seq.*, Mont. Code. Ann. 39-2-901, *et seq.*, and Mont. Admin. Rule 24.16.1001, *et seq.*, 24.16.2501, *et seq.*, 24.16.1501, *et seq.*, 24.16.6101, *et seq.*, and any state common law wage claims; New Jersey State Wage and Hour Law, N.J. Stat. Ann. §§ 34:11-56a to 34:11-56a30, New Jersey Wage Payment Law, N.J. Stat. Ann. §§ 34:11-4.1, *et seq.*, N.J. Stat. Ann. § 2B:20-17, N.J. Admin. Code §§ 12:55-1.1 through 12:55-2.5, §§ 12:56-1.1 through 12:56-808, and any state common law wage claims; New Mexico Labor Conditions and Payment of Wages Laws and Minimum Wage Act, N.M. Stat. Ann. §§ 50-4-1, *et seq.*, § 45-3-1301; N.M. Admin. Code §§ 11.1.4.1, *et seq.*; Santa Fe, N.M., Ordinance No. 2003-8 (Living Wage Ordinance) (2003), and any state common law wage claims; Ohio Minimum Fair Wage Standards Act, Ohio Rev. Code §§ 4111.01, *et seq.*, Ohio Rev. Code Ann. § 4113.15, and Ohio Constitution, Art. II, § 34a, and any state common law wage claims; Oklahoma Protection of Labor Laws, 40 Okla. St. Ann §§ 165.1, *et seq.*, §§ 197.1, *et seq.*, and Okla. Admin. Code §§ 380:30-1-2, *et seq.*, and any state common law wage claims; Tennessee Code Ann. §§ 50-2-101, *et seq.*, and any state common law wage claims; Texas Payday Law, Tex. Lab. Code Ann. §§ 61.001 - 61.095, Texas Minimum Wage Act, Tex. Lab. Code Ann. §§ 62.001 - 62.205, and Texas Payday Rules, 40 Tex. Admin. Code §§ 821.1 – 821.28, and any other claims of any kind related to CCA's alleged failure to pay wages to the Settlement Class Members up to and including **[APPROVAL ORDER DATE]**, 2009.

I further covenant and agree that since I am settling disputed claims that I will not accept, recover, or receive any back pay, liquidated damages, other damages, penalties, or any other form of relief based on any claims asserted or settled in this Litigation that may arise out of, or in connection with any other individual, class, or any administrative remedies pursued by any individual, federal, state, or local governmental agency against any of the Released Persons.

If I worked in a covered position for CCA in California, I further covenant and agree not to take any steps to initiate, file, or participate in any claim under the California Private Attorney General Act, California Labor Code section 2698, *et seq.*, with respect to any claims for violation of the California Labor Code that allegedly arose during the time period of December 9, 2005 through and including **[APPROVAL ORDER DATE]**, 2009.

Waiver of California Civil Code section 1542: I acknowledge that if I worked for CCA in California, I may have claims related to the released claims above that are presently unknown and that the release contained in this form is intended to and will fully, finally, and forever discharge even such claims, whether now asserted or un-asserted, known or unknown, to the extent they fall within the description of claims being released above.

ACCORDINGLY, I EXPRESSLY UNDERSTAND AND AGREE TO WAIVE THE PROVISIONS OF, AND RELINQUISH ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, OR ANY STATUTE OR RULE OF

SIMILAR EFFECT. CIVIL CODE SECTION 1542 PROVIDES IN FULL AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In giving this waiver and release, I acknowledge that I have been advised of California Civil Code section 1542, I may hereafter discover facts in addition to or different from those which I now believe to be true with respect to the subject matter released herein, but agree that I have taken that possibility into account in signing this release and that, notwithstanding the discovery or existence of any such additional or different facts, as to which I expressly assume the risk, I freely and voluntarily give the release set forth above. Upon my execution of this Claim Form, I shall be deemed to have given this release. I hereby represent and warrant that nothing which I release herein has been assigned, transferred, or hypothecated or purportedly assigned, transferred, or hypothecated.

I agree not to: (a) issue a press release or otherwise notify the media about the terms of the settlement agreement; and/or (b) advertise any of the terms of the settlement agreement through written, recorded or electronic communications.

I agree to allow [CLAIMS ADMINISTRATOR], including its employees, full and complete access to any and all confidential and personal information supplied on my Claim Form. I understand that [CLAIMS ADMINISTRATOR] will check the accuracy of certain facts represented on my Claim Form with information provided by CCA.

I understand that I must keep [CLAIMS ADMINISTRATOR] informed of my current address and of any change in my home address. If I do not do so, I understand that I may not receive any award that I might otherwise be entitled to receive.

Should this waiver and release be ruled unenforceable for any reason, I agree to execute a valid release of equal scope.

I declare under penalty of perjury under the laws of the United States that the foregoing information supplied by the undersigned is true and correct.

Signature

Date

Print Name

City, State

RETURN SIGNED CLAIM FORM TO [INSERT CLAIMS ADMINISTRATOR CONTACT INFORMATION] FOR RECEIPT BY THE CLAIMS

ADMINISTRATOR BY NO LATER THAN [BAR DATE]

CURRENT EMPLOYEE CERTIFICATION

If you were employed by CCA as of [DATE OF APPROVAL ORDER], 2009, you must, as a condition of receiving any portion of the settlement payment, timely complete and return this Current Employee Certification (this requirement will be excused for any such individual who is no longer employed by CCA as of the deadline).

If I am a current employee of CCA, I acknowledge, understand, and agree to: (1) comply with CCA's payroll reporting policies and accurately report all working time; (2) not perform any "off the clock" work; (3) immediately report to **[designated representative]** if I receive or learn about any alleged instruction or suggestion by CCA or any CCA employee to work "off the clock" or to otherwise under- or over-report the amount of working time; (4) carefully review my time records and paychecks and immediately notify **[designated representative]** of any concerns regarding the accuracy of that information; and (5) contact **[designated representative]** if I have any questions about what is working time or have any complaints about my pay.

Current Employees Sign Here: _____

RETURN SIGNED CURRENT EMPLOYEE CERTIFICATION TO [INSERT CLAIMS ADMINISTRATOR CONTACT INFORMATION] FOR RECEIPT BY THE CLAIMS ADMINISTRATOR BY NO LATER THAN [BAR DATE]

SUBSTITUTE W-9 FORM

In order to receive that portion of the settlement payment attributed to liquidated damages, you must timely complete and return this Substitute W-9 Form.

Substitute W-9 Taxpayer Identification Number Certification	
Enter your Social Security Number (taxpayer identification number): _____	
Print name and address as shown on your income tax return: _____	
First Name & Middle Initial: _____	Last Name: _____
Address: _____	
City: _____	State: _____ ZIP Code: _____
Under penalties of perjury, I certify that:	
1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien).	
Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.	
Signature of U.S. Person: _____	Date: _____

RETURN SIGNED SUBSTITUTE W-9 FORM TO [INSERT CLAIMS ADMINISTRATOR CONTACT INFORMATION] FOR RECEIPT BY THE CLAIMS ADMINISTRATOR BY NO LATER THAN [BAR DATE]

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EXHIBIT 3

CLAIM FORM

In order to receive a settlement payment, you must: (a) be named as a plaintiff in the Amended Complaint; (b) have filed with the Court a written consent to join the lawsuit on or before [DATE OF APPROVAL ORDER], 2009; or (c) timely submit a properly completed Claim Form to the claims administrator for receipt by the claims administrator on or before [BAR DATE], 2009. In order to receive a service payment, you must timely submit this Claim Form even if you are not required to complete this Claim Form in order to receive a settlement payment.

By completing and signing this Claim Form, I verify that I was employed by Corrections Corporation of America or one of its subsidiaries ("CCA") in one or more of the following "covered positions" at any time from December 9, 2005 (or, if I filed with the Court a written consent to join the lawsuit before December 9, 2008, the date that is three years prior to the date on which my consent was filed with the Court), through [DATE OF APPROVAL ORDER], 2009: Correctional Officer, Correctional Officer (903), Correctional Officer (PRN), Correctional Officer Cadet, Correctional Officer P/T, Recreation Officer, Safety Officer (SR CO), SR Correctional Officer, SR Correctional Officer (903), Correctional Counselor, SR Corr. Officer Inmate Rel., Case Manager, Case Manager (903), Accounting Clerk, Accounting Clerk II, Accounting Clerk III, Accounting Clerk IV, Administrative Clerk, Administrative Clerk (VOE), Administrative Clerk P/T, Clerk/Typist, Commissary Clerk, Commissary Clerk P/T, File Clerk, File Clerk P/T, Mailroom Clerk, Medical Records Clerk, Medical Records Clerk P/T, and Records Clerk.

I understand that this lawsuit, entitled *Keith Barnwell, et al. v. Corrections Corporation of America*, Civil Case Number Case No. 08-CV-2151JWL/DJW, was brought in the United States District Court, District of Kansas alleging that CCA violated the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* ("FLSA"), by not paying me and other employees all of the wages to which they were entitled. I hereby consent and agree to join this lawsuit in order to participate in the settlement agreement entered in the litigation and approved by the Court. I hereby designate the law firms of The Law Office of Donelon, P.C. and Brown & Associates, LLC to represent me in the litigation.

I fully and completely release CCA, and their past, present, and future direct and indirect parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, members, insurers, reinsurers, and assigns, and each of their past, present, and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by CCA, divisions, units, branches, and any other persons or entities acting on their behalf (together with CCA, the "Released Persons") from any and all claims, demands, rights, liabilities, expenses, and losses of any kind, that I and my heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns have, had, might have or might have had against any of the Released Persons based on any act or omission that occurred at any time through and including [APPROVAL ORDER

DATE], 2009, whether in any way related to any of the facts or claims alleged in the litigation or by reason of the negotiations leading to the settlement of the litigation, as well as from the obligation to make any payment to any person, attorney, or law firm for attorneys' fees, expenses or costs incurred on my behalf, even if presently unknown and/or unasserted. The matters released herein include any claims that could be brought by me alleging that CCA retaliated against me for complaining about my wages or for asserting wage-related claims under any wage and hour laws or other laws, and any other claims of any kind related to CCA's alleged failure to pay wages to me through and including [**APPROVAL ORDER DATE]**, 2009, including but not limited to each of the following wage and hour laws:

Any and all claims pursuant to or derived from the FLSA, 29 U.S.C. § 201, *et seq.*; any and all claims pursuant to or derived from The Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001, *et seq.*, and any claims for benefits under any benefit plans subject to ERISA, that arise from any alleged failure to pay wages; and any wage-and-hour laws or wage-related claims under other laws, including but not limited to any and all such claims pursuant to state law, including but not limited to the following: Arizona Rev. Stat. §§ 23-350, *et seq.*, §§ 23-362, *et seq.*, §§ 23-1501, *et seq.*, § 14-3971, and A.A.C. §§ R20-5-1003, *et seq.*, and any state common law wage claims; all claims under all California wage orders, the California Labor Code, and other applicable statutes including, but not limited to California Labor Code Sections 98.6, 200-204, 212, 216, 221, 223, 225.5, 226, 226.7, 400, *et seq.*, 500, *et seq.*, 1194, 1194.2, and 2802, Wage Order 4 of the Industrial Welfare Commission ("IWC") Wage Orders (8 Cal. ¶ Code Regs. §§ 11010, *et seq.*), the California Business & Professions Code §§ 17200, *et seq.*, Code of Civil Procedure §§ 1021.5 and 1542, Cal. Civ. Code § 1542, the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.*, and any state common law wage claims; Colorado Minimum Wage Law, Colo. Rev. Stat. §§ 8-6-101, *et seq.*, 8-4-101, *et seq.*, and Colorado Minimum Wage Order Nos. 22-25, 7 C.C.R. § 1103-1, and any state common law wage claims; District of Columbia Minimum Wage Act, D.C. Code §§ 32-1001, *et seq.*, CDCR §§ 7-900, *et seq.*, and any common law wage claims; Florida Statute §§ 448, *et seq.* §§ 532.01, *et seq.*, § 222.15, §§ 532.01, *et seq.*, Florida Constitution, Art. X, § 24, and any state common law wage claims; Georgia Minimum Wage Law, Ga. Code, §§ 34-4-1, *et seq.*, Ga. Code Ann. § 10-1-573, § 39-9-2, § 34-7-5, § 9-3-22, § 21-2-404, § 34-1-3, and any state common law wage claims, including but not limited to claims of unjust enrichment; Idaho Claims for Wages Act, Idaho Code §§ 45-601, *et seq.*, Idaho Hours Worked Act, Idaho Code §§ 44-1201, *et seq.*, and Minimum Wage Law, Idaho Code §§ 44-1501, *et seq.*; Indiana Minimum Wage Law of 1965, Ind. Code §§ 22-2-2-1, *et seq.*, Indiana Wage Payment Statute, Ind. Code §§ 22-2-5-1, *et seq.*, Wage Claims Statute, Ind. Code §§ 22-2-9-3, *et seq.*, Indiana Wage Deduction Statute, Ind. Code §§ 22-2-6-1, *et seq.*, and any state common law wage claim; Kansas Minimum Wage and Maximum Hours Law, Kansas Stat. Ann. §§ 44-1201, *et seq.*, Kansas Wage Payment Act, Kansas Stat. Ann. §§ 44-301, *et seq.*, Kansas Admin. Regs. § 49-20-1, §§ 49-30-1, *et seq.*, and §§ 49-31-1, *et seq.* and any state common law wage claim; Kentucky Wages and Hours Laws, Ky. Rev. Stat. §§ 337, *et seq.*, Ky. Rev. Stat. § 436.160 and 803 Ky. Admin. Regs. 1:005, *et seq.*; Louisiana Revised Stat. §§ 23:631, *et seq.*, and §§ 9:1515, 23:691, 23:10, Louisiana Civil Code,

Art. 2298, 2299, and 3494, and any state common law wage claims; Minnesota Fair Labor Standards Act, Minn. Stat. §§ 177.21, *et seq.*; Minn. Stat. §§ 181.01, *et seq.*, §§ 181.55, *et seq.*, § 181.79; Minn. Rules 5200.0010, *et seq.*, and any state common law wage claims; Mississippi Code Ann. § 71-1-35, and any state common law wage claims; Montana Wages and Wage Protection Laws, §§ 39-2-301, *et seq.*, §§ 39-3-101, *et seq.*, §§ 39-3-201, *et seq.*, §§ 39-3-401, *et seq.*, §§ 39-4-101, *et seq.*, Mont. Code. Ann. 39-2-901, *et seq.*, and Mont. Admin. Rule 24.16.1001, *et seq.*, 24.16.2501, *et seq.*, 24.16.1501, *et seq.*, 24.16.6101, *et seq.*, and any state common law wage claims; New Jersey State Wage and Hour Law, N.J. Stat. Ann. §§ 34:11-56a to 34:11-56a30, New Jersey Wage Payment Law, N.J. Stat. Ann. §§ 34:11-4.1, *et seq.*, N.J. Stat. Ann. § 2B:20-17, N.J. Admin. Code §§ 12:55-1.1 through 12:55-2.5, §§ 12:56-1.1 through 12:56-808, and any state common law wage claims; New Mexico Labor Conditions and Payment of Wages Laws and Minimum Wage Act, N.M. Stat. Ann. §§ 50-4-1, *et seq.*, § 45-3-1301; N.M. Admin. Code §§ 11.1.4.1, *et seq.*; Santa Fe, N.M., Ordinance No. 2003-8 (Living Wage Ordinance) (2003), and any state common law wage claims; Ohio Minimum Fair Wage Standards Act, Ohio Rev. Code §§ 4111.01, *et seq.*, Ohio Rev. Code Ann. § 4113.15, and Ohio Constitution, Art. II, § 34a, and any state common law wage claims; Oklahoma Protection of Labor Laws, 40 Okla. St. Ann §§ 165.1, *et seq.*, §§ 197.1, *et seq.*, and Okla. Admin. Code §§ 380:30-1-2, *et seq.*, and any state common law wage claims; Tennessee Code Ann. §§ 50-2-101, *et seq.*, and any state common law wage claims; Texas Payday Law, Tex. Lab. Code Ann. §§ 61.001 - 61.095, Texas Minimum Wage Act, Tex. Lab. Code Ann. §§ 62.001 - 62.205, and Texas Payday Rules, 40 Tex. Admin. Code §§ 821.1 - 821.28, and any other claims of any kind related to CCA's alleged failure to pay wages to the Settlement Class Members up to and including **[APPROVAL ORDER DATE]**, 2009.

I further covenant and agree that since I am settling disputed claims that I will not accept, recover, or receive any back pay, liquidated damages, other damages, penalties, or any other form of relief based on any claims asserted or settled in this Litigation that may arise out of, or in connection with any other individual, class, or any administrative remedies pursued by any individual, federal, state, or local governmental agency against any of the Released Persons.

If I worked in a covered position for CCA in California, I further covenant and agree not to take any steps to initiate, file, or participate in any claim under the California Private Attorney General Act, California Labor Code section 2698, *et seq.*, with respect to any claims for violation of the California Labor Code that allegedly arose during the time period of December 9, 2005 through and including **[APPROVAL ORDER DATE]**, 2009.

Waiver of California Civil Code section 1542: I acknowledge that if I worked for CCA in California, I may have claims related to the released claims above that are presently unknown and that the release contained in this form is intended to and will fully, finally, and forever discharge even such claims, whether now asserted or un-asserted, known or unknown, to the extent they fall within the description of claims being released above.

ACCORDINGLY, I EXPRESSLY UNDERSTAND AND AGREE TO WAIVE THE PROVISIONS OF, AND RELINQUISH ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, OR ANY STATUTE OR RULE OF SIMILAR EFFECT. CIVIL CODE SECTION 1542 PROVIDES IN FULL AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In giving this waiver and release, I acknowledge that I have been advised of California Civil Code section 1542, I may hereafter discover facts in addition to or different from those which I now believe to be true with respect to the subject matter released herein, but agree that I have taken that possibility into account in signing this release and that, notwithstanding the discovery or existence of any such additional or different facts, as to which I expressly assume the risk, I freely and voluntarily give the release set forth above. Upon my execution of this Claim Form, I shall be deemed to have given this release. I hereby represent and warrant that nothing which I release herein has been assigned, transferred, or hypothecated or purportedly assigned, transferred, or hypothecated.

I agree not to: (a) issue a press release or otherwise notify the media about the terms of the settlement agreement; and/or (b) advertise any of the terms of the settlement agreement through written, recorded or electronic communications.

I agree to allow [CLAIMS ADMINISTRATOR], including its employees, full and complete access to any and all confidential and personal information supplied on my Claim Form. I understand that [CLAIMS ADMINISTRATOR] will check the accuracy of certain facts represented on my Claim Form with information provided by CCA.

I understand that I must keep [CLAIMS ADMINISTRATOR] informed of my current address and of any change in my home address. If I do not do so, I understand that I may not receive any award that I might otherwise be entitled to receive.

Should this waiver and release be ruled unenforceable for any reason, I agree to execute a valid release of equal scope.

I declare under penalty of perjury under the laws of the United States that the foregoing information supplied by the undersigned is true and correct.

Signature

Date

Print Name

City, State

**RETURN SIGNED CLAIM FORM TO [INSERT CLAIMS ADMINISTRATOR
CONTACT INFORMATION] FOR RECEIPT BY THE CLAIMS
ADMINISTRATOR BY NO LATER THAN [BAR DATE]**

CURRENT EMPLOYEE CERTIFICATION

If you were employed by CCA as of [DATE OF APPROVAL ORDER], 2009, you must, as a condition of receiving any portion of the settlement payment, timely complete and return this Current Employee Certification (this requirement will be excused for any such individual who is no longer employed by CCA as of the deadline).

If I am a current employee of CCA, I acknowledge, understand, and agree to: (1) comply with CCA's payroll reporting policies and accurately report all working time; (2) not perform any "off the clock" work; (3) immediately report to **[designated representative]** if I receive or learn about any alleged instruction or suggestion by CCA or any CCA employee to work "off the clock" or to otherwise under- or over-report the amount of working time; (4) carefully review my time records and paychecks and immediately notify **[designated representative]** of any concerns regarding the accuracy of that information; and (5) contact **[designated representative]** if I have any questions about what is working time or have any complaints about my pay.

Current Employees Sign Here: _____

RETURN SIGNED CURRENT EMPLOYEE CERTIFICATION TO [INSERT CLAIMS ADMINISTRATOR CONTACT INFORMATION] FOR RECEIPT BY THE CLAIMS ADMINISTRATOR BY NO LATER THAN [BAR DATE]

SUBSTITUTE W-9 FORM

In order to receive that portion of the settlement payment attributed to liquidated damages, you must timely complete and return this Substitute W-9 Form.

Substitute W-9 Taxpayer Identification Number Certification	
Enter your Social Security Number (taxpayer identification number): _____	
Print name and address as shown on your income tax return: _____	
First Name & Middle Initial: _____	Last Name: _____
Address: _____	
City: _____	State: _____ ZIP Code: _____
Under penalties of perjury, I certify that:	
1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien).	
Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.	
Signature of U.S. Person: _____	Date: _____

RETURN SIGNED SUBSTITUTE W-9 FORM TO [INSERT CLAIMS ADMINISTRATOR CONTACT INFORMATION] FOR RECEIPT BY THE CLAIMS ADMINISTRATOR BY NO LATER THAN [BAR DATE]

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