

**SETTLEMENT AGREEMENT
AND RELEASE**

EXHIBIT 2

This Settlement Agreement and Release (“Agreement”) is entered into by and between Plaintiff, Prison Legal News, a project of the Human Rights Defense Center, a not-for-profit Washington charitable corporation (“PLN”) and Defendants, The GEO GROUP, INC., a Florida corporation, and Keith Butts, Superintendent, New Castle Correctional Facility (collectively “GEO”) as follows:

I. RECITALS

WHEREAS, PLN commenced a civil action against GEO in the United States District Court for the Southern District of Indiana, which was assigned case number 1:14-cv-01957-JMS-DKL (“lawsuit”); and

WHEREAS, the Court entered a Consent Injunction on January 22, 2015 governing the delivery of publications to the New Castle Correctional Facility (“NCCF”) and retains jurisdiction to enforce the same; and

WHEREAS, PLN and GEO (together, “the parties”) have determined that their respective interests would best be served by resolving any and all remaining claims that they may have against one another without any further proceedings.

NOW THEREFORE, in consideration of the completion of the terms outlined herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

II. RELEASE AND COVENANTS

1. GEO agrees that it, or others on its behalf, shall pay PLN a total sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) as full and complete settlement and satisfaction of claims PLN has or may have against GEO, including but not limited to any claims for damages, attorneys’ fees, and costs, related to this lawsuit and stipulate to dismissal with prejudice of those claims only and without costs taxed to either party. This sum shall be paid in the form of a check payable to Human Rights Defense Center. Counsel for PLN shall be responsible for deduction of any fees and costs and distribution of net proceeds of the settlement amount.

2. The payment of the above-referenced amount shall occur within fifteen (15) days after an original of this Agreement and I.R.S. Tax Form W-9, are executed by PLN and its counsel and are returned to GEO’s counsel in this matter. By payment of this sum, GEO admits no liability with regard to any claim or potential claim by PLN against it.

3. PLN agrees to dismiss, with prejudice, its claims for damages, attorneys' fees and costs in the lawsuit and to never commence any civil action based upon or arising out of the facts and events alleged therein.

4. In exchange for the payment of monetary compensation described in Paragraph "1" above, PLN releases GEO and its officers, administrators, employees, agents, third party administrators, legal representatives, insurers, successors, and assigns, if any, and any other person, partnership, corporation, association, organization or entity now or previously acting directly or indirectly in the interest of or on behalf of GEO, along with any other related entities thereof, personally, officially, or in any capacity whatsoever, from any and all manner of actions, suits, liens, debts, damages, injuries, claims and demands whatsoever, at law or in equity, arising out of or under any federal, state, or local law, statute, ordinances, public policy, Executive Order, or constitutional provision, or concerning any other claim of any type, whether known or unknown, which PLN has or may have had arising out of the facts as alleged in this lawsuit and which have accrued as of the date of the execution of this agreement.

5. The parties understand and agree that GEO will continue to comply with the Order Entering Consent Injunction entered by the Honorable Jane Magnus-Stinson, of the US District Court, Southern District of Indiana on January 22, 2015.

6. PLN and GEO agree that aside from the amount of settlement, each party shall bear its own attorneys' fees and costs incurred in connection with this matter up to and including the preparation, review of, and entry into this Agreement.

7. PLN and GEO recognize and agree that execution of this Agreement and compliance with it by GEO constitutes a total settlement and release of all monetary claims against GEO arising out of its operation or management of the NCCF as of the date of this Agreement. This release does not cover claims arising out of GEO's conduct at any facility other than the NCCF.

8. PLN and GEO acknowledge that they have each entered into this Agreement voluntarily and with full understanding of its terms and conditions; that they have been represented by competent legal counsel of their own choosing throughout the pendency of the negotiations leading to the entry into this Agreement; and, that they have been advised regarding their rights.

9. Neither this Agreement, nor anything contained herein or anything represented or averred by PLN or GEO is to be construed as an admission by GEO of any liability, wrongdoing or unlawful conduct whatsoever. It is further understood and agreed that this Agreement is the compromise of a disputed claim, and that GEO expressly denies any liability for the acts complained of by PLN, and that this Agreement is intended merely to avoid litigation and, once and for all, to end any dispute between PLN and GEO.

10. This provision shall not operate as a bar to a proper cause of action by PLN based solely upon future conduct of GEO occurring beyond the effective date of this Agreement. This provision does not cover claims arising out of GEO's conduct at any facility outside of the NCCF.

11. PLN agreed that the only consideration provided to it by GEO for entering into this Agreement is that stated herein; that no other promises or inducements of any kind have been made to it by any person or entity to cause it to execute this Agreement; and, that it fully understands the Agreement's meaning and intent including but not limited to its final and binding effect. PLN acknowledges that no oral representations have been made to it by GEO or its legal counsel regarding the terms of this Agreement including the tax implications (if any) of any payment made pursuant to this Agreement.

12. This Agreement contains and constitutes the entire agreement, understanding, and stipulation of the parties with respect to the matters contemplated herein and, with the exception of the Consent Injunction entered by the Court on January 22, 2015, fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof. The terms of this Agreement are contractual, not a mere recital, and may be enforced. No change, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by each of the parties.

13. This Agreement shall be construed in accordance with the laws of the State of Indiana. Venue for any dispute shall be the Southern District of Indiana, Indianapolis Division and, pending approval, the Court will retain jurisdiction to enforce the terms of this agreement.

14. The provisions of this Agreement are severable and if any part of it is found to be void or unenforceable the remaining provisions shall remain fully valid and enforceable.


15. No waiver of any breach of any provision or term of this Agreement or of any objection to any act or omission connected therewith shall be implied or claimed by either party or be deemed to constitute a consent to any continuation of such breach, act, or omission.

16. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

17. All notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person; by expedited delivery service; when posted by United States registered or certified mail, postage prepaid; or, when transmitted via electronic mail, facsimile, telex, cable, or any other mechanical form of written communication, confirmed by mail, postage prepaid, to the last known address of the party.

THE UNDERSIGNED, HAVING READ AND UNDERSTOOD THIS RELEASE, VOLUNTARILY AND OF THEIR OWN FREE WILL, AGREE TO ALL OF ITS PROVISIONS.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of August, 2015.



Paul Wright
Prison Legal News, a project of the Human Rights Defense Center

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of August, 2015, by Paul Wright, who is personally known to me .



Lance Weber, Notary Public

My commission expires



Harrison Wheeler
The GEO Group, Inc.
Associate Corporate Counsel

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Harrison Wheeler, who is [] personally known to me or [] who has produced _____ as identification.

_____, Notary Public

My commission expires

THE UNDERSIGNED, HAVING READ AND UNDERSTOOD THIS RELEASE, VOLUNTARILY AND OF THEIR OWN FREE WILL, AGREE TO ALL OF ITS PROVISIONS.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of August, 2015.

Paul Wright
Prison Legal News, a project of the Human Rights Defense Center

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, who is [] personally known to me or [] who has produced _____ as identification.

_____, Notary Public
My commission expires _____

Harrison Wheeler

Harrison Wheeler
The GEO Group, Inc.
Associate Corporate Counsel

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 7th day of August, 2015, by Harrison Wheeler, who is [] personally known to me or [] who has produced _____ as identification.



SHANNON RENEE WELLER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF158987
Expires 9/10/2018

Shannon Renee Weller
_____, Notary Public

My commission expires 9/10/2018