

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is hereby made with the effective date of February ___ 2012, by and between Prison Legal News (“PLN”) and Corizon Health, Inc., formerly known as Prison Health Services, Inc. (“PHS”). PLN and PHS may be referred to herein together as the “parties.”

RECITALS

WHEREAS, PLN and PHS are parties to a certain civil action captioned *Prison Legal News v. Prison Health Services, Inc.*, Vermont Superior Court, Civil Division, Washington Unit, Civil Action No. 622-8-10 Wncv (the “Civil Action”); and,

WHEREAS, PLN and PHS desire to enter into this Agreement evidencing their mutual consent to the resolution of the Civil Action referred to in the preceding paragraph; and

WHEREFORE, in consideration of the mutual covenants and promises as set forth herein, the parties hereby agree as follows:

1. **Dismissal of Civil Action:** The parties shall take all steps reasonably necessary to achieve a dismissal of the Civil Action through execution and filing in the Civil Action of a “Stipulation of Dismissal with Prejudice.” PLN understands that the obligations of PHS under this Agreement are contingent upon the dismissal of the Civil Action with prejudice.

2. **Covenants of PHS:** In consideration for the dismissal of the above-referenced Civil Action with prejudice, PHS agrees to produce unredacted copies of the general releases it secured to settle claims or potential claims arising out of PHS’s provision of medical care to inmates in the custody of the Vermont Department of Corrections in the following cases:

- *Goodnow v. Hoffman, et al.*, Docket No. 1:06-cv-124 (D. Vt.)
- *Nicols v. State*, Docket No. 546-10-6 Rdev (Vt. Superior Ct., Rutland)
- *Estate of Ashley Ellis*, potential claim

- *Barrett v. Prison Health Services, Inc.*, Docket No. 5:08-cv-203 (D. Vt.)
- *Sulejmani v. Prison Health Services, Inc.*, Docket No. S1237-09 Cnc (Vt. Superior Court, Chittenden)
- *Truszkowski v. Hofmann*, Docket No. 5:11-cv-6 (D. Vt.)

PHS represents that these are the only claims arising out of its provision of medical care to inmates in the custody of the Vermont Department of Corrections that were resolved by settlement; all other claims were concluded by final adjudication on the merits in favor of PHS. PHS agrees further to pay Five Thousand Three Hundred and Fifty Dollars (\$5,350.00) to the American Civil Liberties Union Foundation of Vermont.

3. **Covenants of PLN:** PLN hereby releases any and all claims that were or could have been made in the above-referenced Civil Action, and agrees to take no further action nor seek any other relief with respect to those claims.

4. **No Admission of Liability:** PHS, by execution of this instrument, production of the documents, and payment of the funds referred to herein, admits no liability or wrongdoing of any nature whatsoever with respect to the matters which were raised or could have been raised in the above-referenced Civil Action; and PLN, by execution of this instrument, acknowledges that there is no admission of liability on behalf of PHS. The parties stipulate and agree that this instrument and all matters contemplated herein are executed and performed in connection with the settlement of disputed claims.

5. **Applicable Law:** This Agreement shall be interpreted and construed under the laws of the State of Vermont, without regard to conflict of laws provisions. The parties hereby irrevocably submit to and acknowledge and recognize the jurisdiction of the courts of the State of Vermont, or if appropriate, a federal court located in Vermont (which courts, for purposes of this Agreement, are the only courts of competent jurisdiction), over any suit, action or other

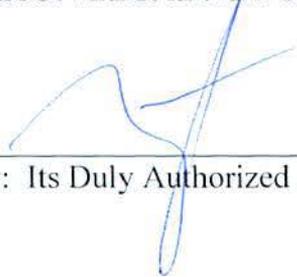
proceeding arising out of, under or in connection with this Agreement or the subject matter hereof.

6. **Entire Agreement:** This Agreement contains and constitutes the entire understanding and agreement between the parties hereto with respect to the settlement of any claims against PHS, and cancels any and all previous oral and written negotiations, agreements, commitments, and writings in connection therewith.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 21st day of February, 2012.

PRISON LEGAL NEWS


By: Its Duly Authorized Agent

STATE OF VERMONT
WINDHAM COUNTY, ss.

On this 21st day of February, 2012, before me personally appeared PAUL
WRIGHT, Duly Authorized Agent of Prison Legal News, known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that s/he executed the same for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Before me:


Notary Public

My commission expires: 2-10-15

Lance T. Weber
Notary Public
State of Vermont
My Commission Expires: Feb. 10, 2015



IN WITNESS WHEREOF, I have hereunto set my hand and seal the ____ day of
February, 2012.

CORIZON HEALTH, INC.
Formerly known as
Prison Health Services, Inc.

By: Its Duly Authorized Agent

STATE OF TENNESSEE,
_____ COUNTY, ss.

On this ____ day of February, 2012, before me personally appeared _____
_____, Duly Authorized Agent of Corizon Health, Inc., known to me (or
satisfactorily proven) to be the person whose name subscribed to the within instrument and
acknowledged that s/he executed the same for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Before me:

Notary Public

My commission expires: _____