

SETTLEMENT AGREEMENT AND RELEASE

READ CAREFULLY BEFORE SIGNING

FOR AND IN CONSIDERATION OF the sum of Ten Thousand and 00/100 Dollars (\$10,000.00), LISA JONES (hereinafter referred to as Releasor) hereby:

REMISES, RELEASES, AND FOREVER DISCHARGES

RUTHERFORD COUNTY, TENNESSEE (hereinafter referred to as Releasee), its contractors, agents, servants, insurers, employees, employers, successors, and assignees of and from any and all actions, claims and demands, which Releasor now has or may hereafter have on account of or arising out of any alleged wrongdoing by Releasee or any other person or entity in connection with the events of February 12, 2008, through February 22, 2008, as described in the Complaint filed in this action, all previous or subsequent events relating to those events, and any other alleged wrongdoing by Releasee or its agents or employees, including known and unknown injuries and damages and the consequences thereof which may hereafter develop as well as those which already developed or are now apparent. However, this release is limited to those claims made in Case No. 3:08-00782 filed in the U.S. District Court for the Middle District of Tennessee and any claims that could have been raised based on an alleged wrongful arrest. No other claims or possible claims are released.

As specific terms of this settlement agreement, the parties agree as follows:

1. Releasor agrees to release all of her claims against the Releasee, its contractors, agents, servants, insurers, employees, employers, successors, and assignees in exchange for a payment by CCMSI on behalf of Rutherford County, Tennessee, to LISA JONES in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00);
2. Releasor agrees that any third-party or subrogation interests related to this case that are known to her or which are later made known to her will be satisfied from the funds paid to her in consideration for this settlement agreement;
3. The parties agree that this Release shall be construed and interpreted in accordance with the laws of the State of Tennessee;
4. The parties agree that each party shall bear its own attorney's fees and discretionary costs incurred in connection with this litigation and, further, that Releasee shall not be liable for payment of any ordinary court costs or mediator expenses;

5. Upon receipt of the consideration for the settlement, Releasor's attorney shall execute and deliver to the attorney for Defendant an order and/or a stipulation of dismissal with prejudice;
6. As further consideration for said sum, Releasor warrants that no promise or agreement not herein expressed has been made to Releasor other than this settlement agreement; that in executing this Release Releasor is not relying upon any statement or representation made by the party or parties hereby released or said party's or parties' agents, insurers, servants or physicians concerning the nature, extent or duration of the injuries or damages, or concerning any other thing or matter, but are relying solely upon her own judgment and knowledge; that the above-mentioned sum is received by Releasor in full settlement and satisfaction of all the aforesaid claims and demands whatsoever; that Releasor is over eighteen years of age and legally competent to execute this Release; and that before signing and sealing this Release Releasor has fully informed herself of its contents and meaning and have executed it with full knowledge thereof.
7. Releasor understands that the payment of the aforesaid sum is in payment and settlement of a disputed claim, and that the said payment is not to be construed as an admission of liability upon the part of the persons, firms, insurers or corporations hereby released, by whom liability is expressly denied. Releasor understands that this settlement constitutes a business decision by Releasee and its insurers to avoid additional litigation expenses and the uncertainties of litigation.
8. Releasor acknowledges that she has read the contents of this document and it will have the effect of barring any future claims, demands, or causes of action against Releasee and its agents, servants, insurers, employees, successors, and assignees on account of any matter set forth herein, and it is with this understanding that Releasor executes this document.
9. The parties agree that this Settlement Agreement and Release may be executed in counterparts, and that such execution shall constitute a full and binding agreement to the same extent as if executed contemporaneously on the same document.
10. By entering into this Settlement, Releasee does not admit that Plaintiff suffered any damages as a result of any of her claims nor does it admit that Releasee's system for setting bail is violative of the United States Constitution or the Tennessee Constitution. Regardless, Releasee agrees to the following as terms of the settlement of this case:

- A. Releasee will distribute no later than ~~November 30, 2008~~, the policy manual attached hereto as Exhibit 1 which includes documents and information regarding the law

December 31, 2008
WAM
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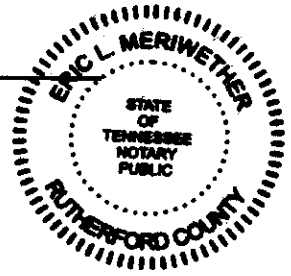
applicable to the setting of bail and bail bonds. Releasee agrees that this policy manual shall be available to the public and shall constitute the policy of Rutherford County, Tennessee, concerning the setting of bail.

- B. Releasee agrees to set the conditions of bail only after consideration of the factors enumerated in Tenn. Code Ann. § 40-11-115 in a face-to-face or video conference discussion with the accused and will provide such training and education necessary to allow for the implementation of this goal.
- C. The Rutherford County Sheriff's Department shall maintain a database with information about criminal defendants booked into the Rutherford County Adult Detention Center that includes the name of the defendant, a description of the offense charged, the amount of bond (if applicable), and the intake date.
- D. Rutherford County shall specifically instruct its judicial commissioners that they shall not make a determination regarding the setting of bail based on the request of the arresting officer, although the judicial commissioners may consider information provided to them by the arresting officer to determine whether the criminal defendant should be required to post bail rather than being released on his or her recognizance.
- E. Rutherford County will comply with requests for information about the terms of bail set for criminal defendants at the Rutherford County Adult Detention Center to the extent required by the Tennessee Public Records Act.

In consideration of the aforesaid payment, Rutherford County, Tennessee, its contractors, agents, servants, insurers, employees, employers, successors, and assignees are **HEREBY AND FOREVER RELEASED AND DISCHARGED** from any and all liability to Releasor for actions alleged in the lawsuit styled Lisa Jones, individually and on behalf of all others similarly situated vs. Rutherford County, In the United States District Court, Middle District of Tennessee, Nashville Division No. 3:08-cv-00782, as well as any other past actions of Rutherford County or its employees except to the extent limited in the first paragraph of this release.

Witness

Lisa Jones
LISA JONES



STATE OF Tennessee

COUNTY OF Rutherford

Subscribed and sworn to before me this the 13th day of November, 2008.

Eric L. Meriwether
Notary Public

MY COMMISSION EXPIRES:

June 19, 2011

ATTORNEY FOR
LISA JONES

By: Jerry Gonzalez, Esq.
Her Attorney

ATTORNEYS FOR RUTHERFORD COUNTY,
TENNESSEE

LEITNER, WILLIAMS, DOOLEY &
NAPOLITAN, PLLC

By: D. Randall Mantooh, Esq.
Its Attorney