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IN THE UNITED STATES DISTRICT COURT

**FOR THE DISTRICT OF IDAHO**

JOSHUA KELLY, JOSE PIÑA, ANDREW  
IBARRA, RAY BARRIOS, RANDY  
ENZMINGER, MICHAEL MIERA, PRISONER  
A, and PRISONER F, individually and on behalf  
of all other persons similarly situated

Plaintiffs,

vs.

TIMOTHY WENGLER and CORRECTIONS  
CORPORATION OF AMERICA, INC.

Defendants.

Case No. 1:11-cv-00185-EJL

**STIPULATION FOR DISMISSAL**

The parties to this stipulation, by and through their attorneys as listed below,

DATED this 20th day of September, 2011.

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Attorneys for Defendants Timothy Wengler and  
Corrections Corporation of America

AMERICAN CIVIL LIBERTIES UNION FOUNDATION

By /s/ James D. Huegli

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**CERTIFICATE OF SERVICE**

hereby certify that on the 20th day of 2011

cooner@acluidaho.org

law@ain/ain.com

SETTLEMENT AGREEMENT

Kelly, et al. v. CCA, et al.  
1:11-cv-00185-EJL

The settlement agreement addresses specific issues raised by Plaintiffs in this action relating to the Correctional Center ("ICC") and the resolution of these issues. The parties stipulate that the

protect the health and safety of inmates. If necessary, These reports will be sent to the office of  
Kilian Naylor for review and inspection by James Hugg at a mutually convenient time.

CCA will agree to comply with the staffing pattern pursuant to CCA's contract with the Idaho  
Department of Correction (IDOC). In addition, CCA agrees to increase the existing pattern to  
include a minimum of three additional correctional officers to be utilized at the discretion of the

inmates into appropriate housing, as determined by staff, during the investigation of the claim.

7. CCA will employ incentives to encourage good behavior by inmates.
8. CCA will report to the Ad. Sec. by 4:00 PM on inmate assaults that upon investigation appear to rise to the level of "aggravated assault" as defined by Idaho Code 18-907(1)(a).
9. CCA will make housing assignments based on all factors the facility deems appropriate for the
10. CCA will meet IDOC reporting requirements.

11. CCA's CORRECTIONAL OFFICERS will meet the requirements of the State of Idaho's Peace Officer

12. CCA will continue to employ methods designed to reduce inadvertent door openings

13. CCA will continue to employ methods designed to reduce inadvertent door openings

14. CCA will continue to employ methods designed to reduce inadvertent door openings

15. The parties agree that the IDOC will monitor the terms in Paragraphs 2

16. The parties agree that the IDOC will monitor the terms in Paragraphs 2

17. The parties agree that the IDOC will monitor the terms in Paragraphs 2

18. The parties agree to dispute this case with exclusivity upon the execution of the settlement

agreement.

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Federal District Court Judge

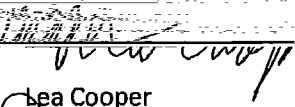




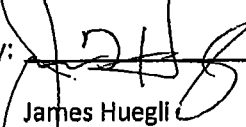
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By:  Date: 9/16/11

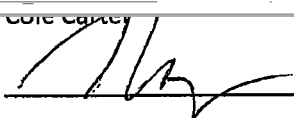
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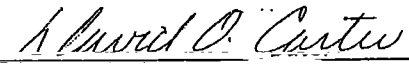
James Huegli

Connections Corporation of America

Steve Groom

By:  Date: 9/16/11

Timothy Wondolowski

By:  Date: 9/16/11

Honorable David G. Carter