

TEXAS INMATE SETTLEMENT FUND AGREEMENT

WHEREAS, seven Missouri inmates (the "Class Plaintiffs") have brought a civil action against defendants Brazoria County, Texas, Gregg County, Texas, Capitol Correctional Resources, Inc., Dove Development Corporation, The Bobby Ross Group, TransCor America, Inc., Gary Allan and Dora Schriro (the "Settling Defendants"), captioned Phillip Johnson, et al. v. Brazoria County, Texas, et al., Case No. 99-4021-CV-C-5 in the United States District Court for the Western District of Missouri, Central Division; and

WHEREAS, the Class Plaintiffs and the Settling Defendants have entered into the Texas Inmate Litigation Settlement Agreement (the "Settlement Agreement") and have filed a Joint Motion for Conditional Certification of Settlement Class and a Joint Motion for Approval of Class Action Settlement; and

WHEREAS, Acceptance Insurance Company, Agricultural Excess and Surplus Insurance Company and TransCor America, Inc. have agreed to pay \$2,220,000.00 to the Texas Inmate Litigation Settlement Fund as part of the Settlement Agreement; and

WHEREAS, the Settlement Agreement is conditioned upon final approval by the Court in Case No. 99-4021-CV-C-5, and the certification of a mandatory class action pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure; and

WHEREAS, the Class Plaintiffs, Acceptance Insurance Company, Agricultural Excess and Surplus Insurance Company and TransCor America, Inc. desire to enter into this Texas Inmate Settlement Fund Agreement in order to

In re: Texas Prison Litigation



PC-MO-0003-0003

agree to the terms for the funding of the Texas Inmate Litigation Settlement Fund,

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the parties hereby agree as follows:

1. Acceptance Insurance Company will deliver a check to Financial Support Services, P.O. Box 50348, St. Louis, Missouri 63105-5348 in the amount of \$2,100,000.00, made payable to the Texas Inmate Litigation Settlement Fund.
2. Agricultural Excess and Surplus Insurance Company will deliver a check to Financial Support Services, P.O. Box 50348, St. Louis, Missouri 63105-5348 in the amount of \$100,000.00, made payable to the Texas Inmate Litigation Settlement Fund.
3. TransCor America, Inc. will deliver a check to Financial Support Services, P.O. Box 50348, St. Louis, Missouri 63105-5348 in the amount of \$20,000.00, made payable to the Texas Inmate Litigation Settlement Fund.
4. The payments to the Texas Inmate Litigation Settlement Fund will be made forty days after the date of final approval as defined in Paragraph No. 5 of the Settlement Agreement.
5. Disbursements from the Texas Inmate Litigation Settlement Fund will be made under the supervision of the Court in Case No. 99-4021-CV-C-5 to members of the Settlement Class who submit claims pursuant to notice to be provided by the Court.

6. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart.
7. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, letters of intent, memoranda of understanding, negotiations and discussions of the Parties, whether oral or written.
8. The Parties will execute and deliver such further documents and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.
9. This Agreement and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict laws and rules.
10. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the Parties and their respective legal representatives and successors and assigns.
11. This Agreement is the product of arms-length negotiations and shall be deemed to have been drafted by all of the Parties. It shall be construed in accordance with the fair meaning of its terms and its language shall not be

strictly construed against, nor shall ambiguities be resolved against, any Party.

12. The individuals executing this Agreement warrant and represent that they have the full authority to do so on behalf of the Party they represent and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms.

Executed this on the dates indicated below:

[The rest of page intentionally left blank]

Acceptance Insurance Company:

By _____

Date: _____

Agricultural Excess and Surplus Insurance Company:

By _____

Date: _____

TransCor America, Inc.:

By _____

Date: _____


Class Counsel:

By Michael P. Bastian
Michael P. Bastian

Date: 6-23-99

^{M.P.}
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By 
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Date: 6/23/99

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By _____
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Date: _____

By _____
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Date: _____

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