

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported):
February 16, 2001 (February 13, 2001)

Corrections Corporation of America

(Exact name of registrant as specified in its charter)

Maryland

0-25245

62-1763875

(State or other jurisdiction
of incorporation)

(Commission File Number)

(I.R.S. Employer
Identification No.)

10 Burton Hills Boulevard, Nashville, Tennessee 37215

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (615) 263-3000

Not Applicable

(Former name or former address, if changed since last report)

ITEM 5. OTHER EVENTS.

FINAL COURT APPROVALS OF REVISED TERMS OF STOCKHOLDER LITIGATION SETTLEMENT.

On February 13, 2001, Corrections Corporation of America, a Maryland corporation formerly known as Prison Realty Trust, Inc. (the "Company"), received final court approvals of the revised terms of the definitive agreements with respect to the settlement of a series of class action and derivative lawsuits brought against the Company by current and former stockholders of the Company and its predecessors. Pursuant to the revised terms of the settlements, the Company will issue to the plaintiffs:

- an aggregate of 46,900,000 shares of the Company's common stock; and
- a subordinated promissory note in the aggregate principal amount of \$29.0 million.

Other than with respect to the issuance of the common stock and the promissory note by the Company, the original settlement agreements have not been altered by the terms of the revised settlement agreements, including the requirement that the Company pay approximately \$47.5 million in cash insurance proceeds to the plaintiffs. Please see the Company's Current Report on Form 8-K as filed with the U.S. Securities and Exchange Commission (the "Commission") on October 30, 2000 for a complete description of the terms of the previously announced settlement agreements.

With respect to the Company's issuance of the common stock and the promissory note, the terms of the definitive settlement agreements receiving final court approvals replace all previously existing obligations of the Company, under the provisions of the original settlement agreements and a Memorandum of Understanding, dated as of December 14, 2000, between the parties (the "Memorandum of Understanding"), to issue shares of its common stock and/or other indebtedness to the plaintiffs in the litigation. Please see the Company's Current Report on Form 8-K as filed with the Commission on December 18, 2000 for a complete description of the terms of the Memorandum of Understanding.

Under the terms of the definitive settlement agreements, the subordinated promissory note to be issued by the Company will be due January 2, 2009, and will accrue interest at a rate of 8.0% per annum. All principal and interest due under the note will be payable in one lump sum at maturity; provided, however, that should the average trading price of the Company's common stock meet or exceed a "termination price" equal to \$1.63 per share for 15 consecutive trading days at any time prior to the maturity date of the note, all amounts outstanding under the promissory note will be deemed fully satisfied without further action by the Company.

To the extent the highest average trading price of the common stock does not reach the designated "termination price" during such period, the aggregate amount to be paid under the note will be reduced by the amount (the "Appreciation Amount") that the shares of stock issued to the plaintiffs appreciate in value pursuant to a calculation to be made at the time of the maturity of the note. The Appreciation Amount shall be determined by multiplying: (i) 46,900,000 (i.e., the number of shares issued in the definitive settlement), as adjusted for any reclassification or division of the Company's common stock; by (ii) the excess of (A) the average per share trading price of the Company's common stock for the 50 consecutive trading days prior to the maturity date of the note over (B) \$0.49, as adjusted for any reclassification or division of the Company's common stock.

Further details on the final settlement can also be found in the Supplemental Notice of Pendency of Class Actions, Proposed Settlement Thereof, Settlement Hearing and Right to Share in Settlement Fund, which is available from the Settlement Administrator. As part of the revised settlement, the deadline for claimants who have not already done so to submit a Proof of Claim and Release Form to the Settlement Administrator has been extended to March 12, 2001.

The complete text of the final judgments and orders of dismissal issued by the various courts approving the final settlement are included as Exhibits hereto and are incorporated herein in their entirety. The press release issued by the Company on February 13, 2001 with respect to the final court approvals is filed as an Exhibit hereto and is incorporated herein in its entirety.

FORWARD LOOKING STATEMENTS.

This Current Report on Form 8-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Actual results could differ materially from those as set forth in the forward-looking statements.

ITEM 7(c). EXHIBITS.

The following exhibits are filed as part of this Current Report:

Exhibit Number -----	Description of Exhibits -----
99.1	Final Judgment and Order of Dismissal with Prejudice, Civil Action No. 3:99-0458, issued by the United States District Court for the Middle District of Tennessee.
99.2	Final Judgment and Order of Dismissal with Prejudice, Civil Action No. 98-239-III, issued by the Chancery Court of Davidson County for the Twentieth Judicial District.
99.3	Final Judgment and Order of Dismissal with Prejudice, Civil Action No. 99-1719-III, issued by the Chancery Court of Davidson County for the Twentieth Judicial District.
99.4	Company press release, dated February 13, 2001, announcing final court approvals of the definitive settlement agreements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the undersigned Registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 16, 2001

CORRECTIONS CORPORATION OF AMERICA

By: /s/ John D. Ferguson

Its: Chief Executive Officer and President

EXHIBIT INDEX

Exhibit Number -----	Description of Exhibits -----
99.1	Final Judgment and Order of Dismissal with Prejudice, Civil Action No. 3:99-0458, issued by the United States District Court for the Middle District of Tennessee.
99.2	Final Judgment and Order of Dismissal with Prejudice, Civil Action No. 98-239-III, issued by the Chancery Court of Davidson County for the Twentieth Judicial District.
99.3	Final Judgment and Order of Dismissal with Prejudice, Civil Action No. 99-1719-III, issued by the Chancery Court of Davidson County for the Twentieth Judicial District.
99.4	Company press release, dated February 13, 2001, announcing final court approvals of the definitive settlement agreements.

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re PRISON REALTY SECURITIES) Civil Action No. 3:99-0458
LITIGATION)
_____) CLASS ACTION
) -----

)
This Document Relates To All Actions) Judge Campbell/Griffin
Consolidated with Cartwright)
-----)

In re OLD CCA SECURITIES) Civil Action No. 3:99-0452
LITIGATION)
_____) CLASS ACTION
) -----

)
This Document Relates To All Actions) Judge Campbell/Griffin
Consolidated with Charles)
-----)

JOHN NEIGER, On Behalf of Himself) Civil Action No. 3:99-1205
And All Others Similarly Situated,)
) CLASS ACTION
) -----

Plaintiff,)
) FINAL JUDGMENT
vs.) AND ORDER OF DISMISSAL WITH
) PREJUDICE
DOCTOR CRANTS, ROBERT CRANTS,)
AND PRISON REALTY TRUST, INC.,)
) DATE: February 9, 2001
) TIME: 1:00 p.m.
Defendants.) COURTROOM: The Honorable
_____) Todd Campbell

On this 9th day of February, 2001, a hearing having been held before this Court pursuant to the Orders of this Court, dated October 13, 2000 and January 8, 2001, on the application of the parties for approval of the settlement set forth in the Stipulation of Settlement, dated as of October 11, 2000 (the "Stipulation"), and the Amended Stipulation of Settlement, dated as of January 7, 2001 (the "Amended Stipulation"). Due and adequate notice having been given to the Settlement Classes as required in said orders and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation and the Amended Stipulation and all terms used therein shall have the same meanings as set forth in the Stipulation and the Amended Stipulation.

2. This Court has jurisdiction over the subject matter of the Actions, the plaintiffs, and other members of the Settlement Classes, and the Defendants.

3. The Notice of Pendency and Proposed Settlement of Class Actions, Proposed Settlement Thereof, Settlement Hearing and Right to Share in Settlement Fund and the Supplemental Notice of Pendency of Class Actions, Proposed Settlement Thereof, Settlement Hearing and Right to Share in Settlement Fund given to the Settlement Classes were the best notice practicable under the circumstances, including the individual notice to all members of the Settlement Classes who could be identified through reasonable effort, to all persons within the definition of the Settlement Classes and fully met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law.

4. The settlement of the Actions, as set forth in the Stipulation and the Amended Stipulation, is approved as fair and reasonable to the Settlement Classes and to each of the Settling Parties, and the Stipulation, Amended Stipulation and settlement are hereby finally approved in all respects, and the Settling Parties are directed to perform their terms.

5. Except as to any individual claim of those persons (identified in Exhibit 1 annexed hereto) who have validly and timely requested exclusion from the Settlement Classes, the Actions and all claims contained therein, as well as all of the Released Claims (including Unknown Claims), are dismissed with prejudice as to the Representative Plaintiffs and the other members of the Settlement Classes, and as against the Released Persons. The parties are to bear their own costs, except as otherwise provided in the Stipulation and the Amended Stipulation.

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court has certified the following Settlement Classes: all persons (other than those persons who timely and validly request exclusion from their respective class) who (i) exchanged the common stock or 8.0% Series A cumulative preferred stock of Old PZN for New PZN common stock or 8% Series A Cumulative Preferred Stock (the "Preferred Stock") in the Merger or who purchased the common stock of New PZN or the Preferred Stock between January 1, 1999 and May 17, 1999, inclusive; (ii) exchanged shares of Corrections Corporation of America ("Old CCA") common stock for shares of New PZN common stock in the Merger; or (iii) purchased New PZN common stock or the Preferred Stock between May 18, 1999 through December 27, 1999, inclusive. Excluded from the Settlement Classes are Defendants and any entity that nominated a Defendant to serve on the Board of Directors of Prison Realty or its predecessors, members of the immediate family of the Defendants, any entity

in which an excluded person has or had a controlling interest, present or former directors of New PZN, and the legal representatives, heirs, successors, or assigns of any Defendant.

7. With respect to the Settlement Classes, this Court finds and concludes that: (a) the members of the Settlement Classes are so numerous that joinder of all Settlement Classes members in the class actions are impracticable; (b) there are questions of law and fact common to the Settlement Classes which predominate over any individual questions; (c) the claims of the Representative Plaintiffs are typical of the claims of the Settlement Classes; (d) the Representative Plaintiffs and their counsel have fairly and adequately represented and protected the interests of the members of the Settlement Classes; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the members of the Settlement Classes in individually controlling the prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the controversy already commenced by members of the Settlement Classes, (iii) the desirability or undesirability of continuing the litigation of these claims in this particular forum, and (iv) the difficulties likely to be encountered in the management of the class actions.

8. Upon the Effective Date, the Representative Plaintiffs and each of the members of the Settlement Classes shall be deemed to have, and by operation of this Judgment, shall have, fully, finally, and forever released, relinquished and discharged all Released Claims (including Unknown Claims) against each and all of the Released Persons, whether or not such Settlement Class Members execute and deliver the Proof of Claim and Release. All Settlement Class Members are hereby forever barred and enjoined from prosecuting the Released Claims against the Released Persons.

9. Upon the Effective Date, each of the Defendants shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished and discharged each of the Representative Plaintiffs, the Settlement Class Members, and Representative Plaintiffs' Counsel, from all claims (including Unknown Claims) arising out of, relating to, or in connection with the institution, prosecution, assertion or resolution of the Actions or the Released Claims.

10. Only those Settlement Class Members filing valid and timely Proofs of Claim and Release shall be entitled to participate in the settlement and receive distributions from the Settlement Fund. The Proof of Claim and Release to be executed by the Settlement Class Members shall release all Released Claims against the Released Persons. All Settlement Class Members shall, as of the Effective Date, be bound by the releases set forth herein whether or not they submit a valid and timely Proof of Claim and Release.

11. Neither the Stipulation or the Amended Stipulation, nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Amended Stipulation or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Defendants or their Related Persons; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants or their Related Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) shall be offered in evidence by any Settlement Class Member or Plaintiffs' Settlement Counsel for any purpose except as provided herein. Defendants have denied and continue to deny each and all of the claims alleged in the Actions. Released Persons may file the Stipulation,

the Amended Stipulation and/or Judgment from the Actions in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settling Parties, their respective counsel or any other Member of the Settlement Class may file the Stipulation or the Amended Stipulation in any proceeding brought to enforce any of its terms or provisions.

12. The Court finds that during the course of the Actions, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule Civil Procedure 11.

13. Any Plan of Allocation submitted by Plaintiffs' Settlement Counsel or any order entered regarding the attorneys' fee application shall in no way disturb or affect this Final Judgment and shall be considered separate from this Final Judgment.

14. Exclusive jurisdiction is hereby retained over the parties and the Settlement Class Members for all matters relating to the Actions, including the administration, interpretation, effectuation or enforcement of the Stipulation of Settlement, the Amended Stipulation of Settlement and this Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the settlement proceeds to the members of the Settlement Classes.

15. In the event that the settlement does not become effective in accordance with the terms of the Stipulation and/or the Amended Stipulation then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and the Amended Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation and the Amended Stipulation.

16. Without further Order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation of Settlement and/or the Amended Stipulation of Settlement.

DATED: 2/9/01

/s/ Todd Campbell

THE HONORABLE TODD CAMPBELL UNITED STATES
DISTRICT JUDGE

Submitted by:

BARRETT, JOHNSTON & PARSLEY
GEORGE E. BARRETT, #2672
DOUGLAS S. JOHNSTON, JR., #5782

/s/ George E. Barrett

GEORGE E. BARRETT

217 Second Avenue, North
Nashville, TN 37201
Telephone: 615/244-2202

Liaison Counsel for Plaintiffs

IN THE COURT OF CHANCERY FOR THE STATE OF TENNESSEE
TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY

DASBURG, S.A., On Behalf)	
Of Itself And All Others)	
Similarly Situated,)	
)	
Plaintiff,)	Civil Action No. 98-239-III
)	
vs.)	CLASS ACTION
)	-----
)	
CORRECTIONS CORPORATION)	
OF AMERICA, DOCTOR R. CRANTS,)	
THOMAS W. BEASLEY, CHARLES)	
A. BLANCHETTE, and DAVID L.)	
MYERS,)	Chancellor Lyle
)	
Defendants.)	
_____)	

FINAL JUDGMENT AND ORDER OF
DISMISSAL WITH PREJUDICE

On this 8th day of February, 2001, a hearing having been held before this Court pursuant to the Orders of this Court, dated October 13, 2000 and January 10, 2001, on the application of the parties for approval of the settlement set forth in the Stipulation of Settlement, dated as of October 12, 2000 (the "Stipulation") and the Amended Stipulation of Settlement, dated as of January 10, 2001 (the "Amended Stipulation"). Due and adequate notice having been given to the Settlement Class as required in said Orders and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Judgment incorporates by reference the definitions in the Stipulation and the Amended Stipulation and all terms used therein shall have the same meanings set forth in the Stipulation and the Amended Stipulation.

2. This Court has jurisdiction over the subject matter of the Action, the Plaintiff, and other Members of the Settlement Classes, and the Defendants.

3. The Notice of Pendency and Proposed Settlement of Class Action and the Supplemental Notice of Pendency of Class Action, Proposed Settlement Thereof, Settlement Hearing and Right to Share in Settlement Fund given to the Settlement Class was the best notice practicable under the circumstances, including the individual notice to all members of the Settlement Class who could be identified through reasonable effort, to all persons within the definition of the Settlement Class and fully met the requirements of Rule 23 of the Tennessee Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law.

4. The settlement of the Action, as set forth in the Stipulation and the Amended Stipulation, is approved as fair, reasonable to the Settlement Class and to each of the Settling Parties, and the Stipulation and Settlement are hereby finally approved in all respects, and the Settling Parties are directed to perform its terms.

5. Except as to any individual claim of those persons (identified in Exhibit 1 annexed hereto) who have validly and timely requested exclusion from the Settlement Class, the Action and all claims contained therein, as well as all of the Released Claims (including Unknown Claims), are dismissed with prejudice as to the Representative Plaintiff and the other Members of the Settlement Class, and as against the Released Persons. The Parties are to bear their own costs, except as otherwise provided in the Stipulation and the Amended Stipulation.

6. Pursuant to Rule 23 of the Tennessee Rules of Civil Procedure, this Court has certified a Settlement Class consisting of all Persons who purchased the common stock of Corrections Corporation of America between April 24, 1997 and April 20, 1998. Excluded from the Settlement Class are Defendants and any entity that nominated a Defendant to serve on the Board of Directors of Corrections Corporation of America or its predecessors, members of the immediate family of any Defendant, any entity in which an excluded person has or had a controlling interest, present or former directors of Corrections Corporation of America, and the legal representatives, heirs, successors, or assigns of any Defendant.

7. With respect to the Settlement Class, this Court finds and concludes that: (a) the members of the Settlement Class are so numerous that joinder of all Settlement Class members in the class action is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of the Representative Plaintiff are typical of the claims of the Settlement Class; (d) the Representative Plaintiff and its counsel have fairly and adequately represented and protected the interests of the Members of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Members of the Settlement Class in individually controlling the prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the controversy already commenced by Members of the Settlement Class, (iii) the desirability or undesirability of continuing the litigation of these claims in this particular forum, and (iv) the difficulties likely to be encountered in the management of the class action.

8. Upon the Effective Date, the Representative Plaintiff and each of the Members of the Settlement Class shall be deemed to have, and by operation of this Judgment, shall have, fully,

finally, and forever released, relinquished and discharged all Released Claims (including Unknown Claims) against each and all of the Released Persons, whether or not such Settlement Class Members execute and deliver the Proof of Claim and Release. All Settlement Class Members are hereby forever barred and enjoined from prosecuting the Released Claims against the Released Persons.

9. Upon the Effective Date, each of the Defendants shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished and discharged the Representative Plaintiff, the Settlement Class Members, and Representative Plaintiffs' Counsel, from all claims (including Unknown Claims) arising out of, relating to, or in connection with the institution, prosecution, assertion or resolution of the Action or the Released Claims.

10. Only those Settlement Class Members filing valid and timely Proofs of Claim and Release shall be entitled to participate in the settlement and receive distributions from the Settlement Fund. The Proof of Claim and Release to be executed by the Settlement Class Members shall release all Released Claims against the Released Persons. All Settlement Class Members shall, as of the Effective Date, be bound by the releases set forth herein whether or not they submit a valid and timely Proof of Claim and Release.

11. Neither the Stipulation or the Amended Stipulation, nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Amended Stipulation or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Defendants or their Related Persons; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants or their Related Persons

in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) shall be offered in evidence by any Settlement Class Member or Representative Plaintiff's Counsel for any purpose except as provided herein. Defendants have denied and continue to deny each and all of the claims alleged in the Action. Released Persons may file the Stipulation, the Amended Stipulation and/or Judgment from the Action in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settling Parties, their respective counsel or any other Member of the Settlement Class may file the Stipulation or the Amended Stipulation in any proceeding brought to enforce any of its terms on provisions.

12. The Court finds that during the course of the Actions, the Settlement Parties and their respective counsel at all times complied with the requirements of Tenn. R. Civ. P. 11.

13. Any Plan of Allocation submitted by Plaintiff's Settlement Counsel or any order entered regarding the attorneys' fee application shall in no way disturb or affect this Final Judgment and shall be considered separate from this Final Judgment.

14. Exclusive jurisdiction is hereby retained over the Parties and the Settlement Class Members for all matters relating to the Actions, including the administration, interpretation, effectuation or enforcement of the Stipulation of Settlement, the Amended Stipulation of Settlement and this Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the settlement proceeds to the Members of the Settlement Class.

15. In the event that the settlement does not become effective in accordance with the terms of the Stipulation and/or the Amended Stipulation then this Judgment shall be rendered null

and void to the extent provided by and in accordance with the Stipulation and the Amended Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation and the Amended Stipulation.

16. Without further Order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation of Settlement and/or the Amended Stipulation of Settlement.

/s/ Ellen Hobbs Lyle

THE HONORABLE ELLEN HOBBS LYLE CHANCELLOR

IN THE COURT OF CHANCERY FOR THE STATE OF TENNESSEE
TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY

WILLIAM WANSTRATH,
Derivatively on Behalf of
Nominal Defendant PRISON
REALTY TRUST, INC.,

Plaintiff,

v.

No. 99-1719-III

DOCTOR R. CRANTS, D. ROBERT
CRANTS III, JOHN EAKIN JR.,
TED FELDMAN, JACKSON W.
MOORE, JEAN-PIERRE CUNY,
RUSTY M. MOORE, RICHARD W.
CARDIN, J. MICHAEL QUINLAN
JOSEPH V. RUSSELL, MICHAEL
W. DEVLIN, C. RAY BELL.,
CHARLES W. THOMAS, MONROE
J. CARELL, NED MCWHERTER,
and CORRECTIONAL MANAGEMENT
SERVICES CORPORATION,

Defendants,

-and-

PRISON REALTY TRUST, INC., a
Maryland corporation,

Nominal Defendant.

Final Judgment And Order
Of Dismissal

In re BERNSTEIN v. PRISON REALTY
TRUST, INC., et al.

No. 99-3794-III Consolidated w/00-137III
(transferred to Part III)

FINAL JUDGMENT AND ORDER OF DISMISSAL

THIS CAUSE having come before the Court on February 8, 2001, upon Motion for a Final Judgment and Order of Dismissal pursuant to Tenn. R. Civ.P. 23, and with respect to certain matters relating to the proposed settlement of the above-captioned actions (the "Actions") in accordance with the Stipulation of Settlement dated as of October 5, 2000 and the Amendment thereto dated as of January 6, 2001 and the exhibits thereto (collectively, the "Stipulation"), and

The Court having read and considered the Stipulation, heard arguments of counsel, granting preliminary approval of the settlement by Order dated January 9, 2001, and the Court having considered objections raised by members of the Settlement Class at the Final Settlement Hearing, if any, and being otherwise fully apprised in the premises, and

All parties having consented to the entry of this Order; it is ORDERED, ADJUDGED AND DECREED THAT:

Definitions

1. For purposes of this Final Judgment and Order of Dismissal ("Final Judgment"), the Court adopts and incorporates the definitions contained in the Stipulation.

Jurisdiction

2. This Court has jurisdiction over the subject matter of the above-captioned litigation, and all actions within this litigation or related to this litigation, and over all parties to this litigation, including all members of the Settlement Class and CXW Stockholders.

No Admission or Evidence of Liability

3. This Court hereby decrees that neither the Stipulation, nor this Final Judgment, nor the fact of the settlement, is an admission or evidence of any violation of any statute or law or of any

liability or wrongdoing by the Defendants or Released Persons or of the truth of any of the claims or allegations alleged in the Actions. This Final Judgment is not a finding of the validity or invalidity of any claims in the Actions or of any wrongdoing or lack thereof by any defendant. The Stipulation, and any and all negotiations, documents and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by the Defendants or Released Persons, or of the truth of any of the claims or allegations, or of any alleged defense, or of the absence of any wrongdoing or limitation of damage or injury, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, by any Person, in any other proceeding.

Finalization of Preliminary Findings

4. The Court makes final and unconditional the conditional and preliminary findings made by the Court regarding notice, the maintenance of In re Bernstein v. Prison Realty Trust, Inc., et al., No. 99-3794-II (the "Bernstein Action") as a class action, the maintenance of Wanstrath v. Crants, et al., No. 99-1719-III (the "Wanstrath Action") as a proper derivative action, and the settlement terms in the Order Regarding Preliminary Approval and Notice ("Preliminary Order") dated January 9, 2001.

Notice to the Settlement Class and CXW Stockholders

5. The Court finds that the Notice of Settlement of the Actions was given in accordance with the Preliminary Orders filed with the Stipulation and the Amendment and that such notice was reasonable and constituted the most practicable notice under the circumstances, constituted valid, due and sufficient notice to all CXW Stockholders and Settlement Class Members, and complied

fully with the requirements of due process, the Tennessee Constitution, the Constitution of the United States, and any other applicable law.

6. The Court, solely for the purposes of the proposed Settlement, finds the prerequisites to a class action have been satisfied in the Bernstein Action. Specifically, the Court finds that all of the prerequisites to a class action are satisfied, pursuant to Tenn. R. Civ.P.23.01, in that (i) members of the Settlement Class are so numerous that joinder of all members thereof is impracticable; (ii) there are questions of law and fact common to the Settlement Class; (iii) the claims of the class representatives are typical of the claims of the Settlement Class; and (iv) the class representative will fairly and adequately represent the interests of the Settlement Class. In addition, the Court finds that the requirements of Tenn. R. Civ. P. 23.02(2) are met, in that Defendants have acted on grounds generally applicable to the Settlement Class.

7. The Court finds, for settlement purposes only, that the certified class of plaintiffs (the "Settlement Class") is hereby defined to consist of: All persons who were record owners or beneficial owners of Prison Realty Trust, Inc. ("PZN") common stock at any point in time between and including December 27, 1999 and April 17, 2000. Excluded from the Settlement Class are Defendants, members of the immediate family of the Defendants, any entity in which any Defendant has or had a controlling interest, directors and officers of PZN, and the legal representatives, heirs, successors, or assigns of any such excluded Person or entity.

8. Pursuant to Tenn. R. Civ.P.23.06 and for the purposes of the Settlement only, the Court further finds that the Wanstrath Action was properly brought as a derivative action for and on behalf of PZN (and later, maintained on behalf of CXW), and that William Wanstrath fairly and

adequately represents the interests of the shareholders similarly situated in enforcing the rights of CXW in the Wanstrath Action.

9. The Court determines, solely for purposes of settlement, that Hilda R. Bernstein, Bill Hardee and George A. Holle, Jr. are adequate representatives of the Settlement Class in the Bernstein Action and that William Wanstrath is an adequate representative of CXW in the Wanstrath Action.

Approval of the Settlement

10. This Court hereby approves the settlement set forth in the Stipulation and finds, in accordance with Tenn. R. Civ. P.23, that said settlement is, in all respects, fair, reasonable, adequate and in the best interests of the Company, CXW Stockholders and the Settlement Class and all of its members and directs the consummation and implementation of the settlement in accordance with the terms and provisions of the Stipulation.

11. This Court further finds that the settlement has been entered into and made in good faith, and that the Representative Plaintiffs and Plaintiffs' Settlement Counsel have fairly and adequately represented the interests of the Settlement Class, the Company and CXW Stockholders in connection with this litigation and the settlement.

Dismissal with Prejudice

12. The Court hereby dismisses with prejudice In re Bernstein v. Prison Realty Trust, Inc., et al., No. 99-3794-II and Wanstrath v. Crants, et al., No. 99-1719-III filed herein without costs to any party, except as provided herein.

Releases and Covenants

13. For purposes of this Judgment, the "Released Persons" means each and all of the Defendants and their respective Related Parties.

14. Representative Plaintiffs, PZN, CXW Stockholders and the members of the Settlement Class, forever release and discharge the Released Persons from all manner of claims (including Unknown Claims as that term is defined in the Stipulation) demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, asserted or that might have been asserted by the Settlement Class, PZN Stockholders on behalf of PZN, or CXW Stockholders on behalf of CXW, or any of them, against the Defendants in the Actions, that are based upon or related in any way to the facts, circumstances, transaction, events, occurrences, disclosures, statements, omission, acts or failures to act which were alleged or could have been alleged in the Actions, including, without limitation, claims for negligence, gross negligence, breach of duty of care and/or breach of duty of loyalty, fraud, constructive fraud, self-dealing, misrepresentation (whether intentional, negligent or innocent), suppression (whether intentional, negligent or innocent), omission (whether intentional, negligent or innocent), mismanagement, gross mismanagement, abuse of control, unjust enrichment, breach of contract, breach of fiduciary duty or violations of any state or federal statutes, rules or regulations or any other source of legal or equitable obligation of any kind or description in whatever forum including, but not limited to any claims relating to the Blackstone Proposal, the restructuring proposal by the Pacific Life Insurance Company, and the Restructuring.

15. Representative Plaintiffs, CXW, CXW Stockholders and members of the Settlement Class, are hereby permanently barred and enjoined from asserting, instituting, maintaining, prosecuting or enforcing against any of the Released Persons any of the Released Claims (including "Unknown Claims") in any court or other forum whatsoever, including such Released Claims as already may have been asserted in any pending action, arbitration or other proceeding.

Continuing Jurisdiction

16. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction: (a) over the implementation, administration and consummation of this settlement; (b) over these Actions until the Final Judgment contemplated hereby has become effective and each and every act agreed to be performed by the parties to the Stipulation shall have been performed pursuant to the Stipulation; and (c) over all parties to these Actions and all parties to the Stipulation for the purpose of taking such other actions as may be necessary to conclude and administer this settlement and to implement and enforce the Stipulation.

Termination of Settlement

17. In the event that the settlement does not become effective or is terminated in accordance with the terms and provisions of the Stipulation, then this Final Judgment shall be rendered null and void and be vacated and the Stipulation and all orders entered in connection therewith by this Court shall be rendered null and void.

Attorney's Fees and Expenses

18. Plaintiffs' Settlement Counsel are hereby awarded as attorneys' fees and reimbursement of expenses the sum of \$2,735,000 in cash and 2,639,500 shares of CXW common stock (the "Fee and Expense Award"). The Fee and Expense Award has been determined by the

Court to be fair, reasonable, and entirely appropriate. No other fees, costs or expenses may be awarded to Plaintiffs' Settlement Counsel in connection with the Actions or any related action. The Fee and Expense Award shall be paid in cash and CXW common stock, immediately after the Court executes this Final Judgment and Order of Dismissal, provided that a repayment bond or other security acceptable to the parties has been obtained to secure repayment of the amount to be paid if the Fee and Expense Award is reversed or modified on appeal or the settlement does not become effective or is terminated.

19. Plaintiffs' Settlement Counsel are authorized and directed to allocate and distribute the Fee and Expense Award among Plaintiffs' Settlement Counsel in a manner which in Plaintiffs' Settlement Counsel's good faith determination, reflects each counsel's contribution to the institution, prosecution, and settlement of the Actions.

20. The costs and expenses associated with the consummation and/or administration of the settlement shall be paid pursuant to the terms of the Stipulation.

Entry of Final Judgment

21. The Court finds that no just reason exists for delay in entering final judgment in accordance with the Stipulation. Accordingly, the Clerk is hereby directed to enter this Final Judgment forthwith.

/s/ Ellen Hobbs Lyle

Chancellor Ellen Hobbs Lyle

Contact: Karin Demler, 615/263-3005

CORRECTIONS CORPORATION OF AMERICA RECEIVES FINAL COURT APPROVAL OF
TERMS OF SETTLEMENT AGREEMENTS IN STOCKHOLDER LITIGATION

NASHVILLE, Tennessee - (February 13, 2001) - Corrections Corporation of America, formerly Prison Realty Trust, Inc. (NYSE: CXW), announced today that it has received final court approvals of the revised terms of the definitive agreements with respect to the settlement of a series of class action and derivative lawsuits brought against CCA by current and former stockholders of CCA and its predecessors. The final terms of the settlement provide for the "global" settlement of all outstanding stockholder litigation against CCA and certain of its existing and former directors and executive officers.

Pursuant to the revised terms of the settlements, CCA will issue to the plaintiffs:

- an aggregate of 46,900,000 shares of CCA's common stock; and
- a subordinated promissory note in the aggregate principal amount of \$29.0 million.

Other than with respect to the issuance of the common stock and the promissory note by CCA, the original settlement agreements have not been altered by the terms of the revised settlement agreements, including the requirement that CCA pay approximately \$47.5 million in cash insurance proceeds to the plaintiffs.

The promissory note will be due January 2, 2009, and will accrue interest at a rate of 8.0% per annum. All principal and interest due under the note will be payable in one lump sum at maturity; provided, however, that should the average trading price of CCA's common stock meet or exceed a "termination price" equal to \$1.63 per share for 15 consecutive trading days at any time prior to the maturity date of the note, all amounts outstanding under the promissory note will be deemed fully satisfied without further action by CCA. To the extent the highest average trading price of the common stock does not reach the designated "termination price" during the period, the amount to be paid under the note will be reduced by the amount the shares of stock issued to the plaintiffs appreciate in value pursuant to a calculation to be made at the time of the maturity of the note.

CCA previously announced on January 19, 2001 that it had obtained preliminary court approval of the terms of the definitive settlement agreements. The terms of the definitive settlement agreements described above with respect to the issuance of the common stock and the promissory note replace all previously existing obligations of CCA, under the provisions of the original settlement agreements and a Memorandum of Understanding between the parties, to issue shares of its common stock and/or other indebtedness to the plaintiffs in the litigation.

A more complete description of the terms of the final settlement will be included as an exhibit to a Current Report on Form 8-K to be filed by CCA with the U.S. Securities and Exchange Commission (the "Commission") via EDGAR. Further details on the final settlement can also be found in the Supplemental Notice of Pendency of Class Actions, Proposed Settlement Thereof, Settlement Hearing and Right to Share in Settlement Fund, which is available from the Settlement Administrator.

Also, as part of the revised settlement, the deadline for claimants who have not already done so to submit a Proof of Claim and Release Form to the Settlement Administrator has been extended to March 12, 2001.

ABOUT THE COMPANY

CCA is the nation's largest provider of detention and corrections services to governmental agencies. CCA is the industry leader in private sector corrections with approximately 61,000 beds in 68 facilities under contract for management in the United States and Puerto Rico. CCA's full range of services includes design, construction, ownership, renovation and management of new or existing jails and prisons, as well as long distance inmate transportation services.

FORWARD-LOOKING STATEMENTS

This press release contains statements that are forward-looking statements as defined within the Private Securities Litigation Reform Act of 1995. These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from the statements made. Factors that could cause operating and financial results to differ are described in CCA's Form 10-K, as well as in other documents filed with the Commission, and these factors include, but are not limited to, the growth of the private corrections and detention industry, CCA's ability to obtain and maintain facility management contracts and general market conditions. CCA does not undertake any obligation to publicly release the result of any revisions to forward-looking statements that may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.