

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION

---

PATRICK R. DALKA, and )  
JASON SZYDLEK, )  
 )  
Plaintiffs, )  
 )  
vs. ) No. 01-2485-V  
 )  
MAURICE C. SUBLETT, )  
TRANSCOR AMERICA, INC, and )  
CORRECTIONS CORPORATION OF )  
AMERICA, )  
Defendants. )

---

ORDER DENYING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AS TO  
PLAINTIFF JASON SZYDLEK

---

In this diversity action, the plaintiff Jason Szydlek sued the defendants, Maurice C. Sublett, TransCor America, Inc., and Corrections Corporation of America, for damages for the personal injuries he sustained when he was involved in an automobile accident in a van owned and operated by TransCor and for violations of his constitutional rights under the Fourth, Eighth and Fourteenth Amendments. The parties have consented to the exercise of jurisdiction in this case by a United States Magistrate Judge. The defendants have moved for summary judgment as to Szydlek's claims pursuant to Rule 56 of the Federal Rules of Civil Procedure on the grounds of accord and satisfaction based on an out-of-court

settlement between the parties. For the reasons that follow, the defendants' motion for summary judgment is denied.

#### I. UNDISPUTED FACTS

The following facts are undisputed for purposes of this motion. On July 13, 2000, Szydlek, while a prisoner, sustained personal injuries in an automobile accident while he was being transported in a van owned and operated by TransCor. On July 14, 2000, Szydlek executed the following documents: (1) a handwritten one-sentence document "releas[ing] TransCor from all financial responsibility regarding the auto accident . . . on 7-13-00"; (2) a document entitled "Release of All Claims" releasing TransCor from any liability for the personal injuries he sustained or any loss or damage in consequence of the July 13, 2003 accident for consideration of one thousand dollars (\$1,000.00); and (3) an affidavit, which states "I hereby agree to settle this matter based on my decision and I have not been coerced or forced into settling this matter." On or about July 18, 2000, TransCor issued a check payable to Szydlek for the sum of One Thousand Dollars (\$1,000.00), which he received. Szydlek has not negotiated the check, and either he or his attorney has maintained and continue to maintain possession of the check issued by TransCor.

## II. ANALYSIS

A motion for summary judgment is properly granted when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." FED. R. CIV. P. 56(c); *LaPointe v. United Autoworkers Local 600*, 8 F.3d 376, 378 (6th Cir. 1993). See also *Osborn v. Ashland County Bd. of Alcohol, Drug Addiction and Mental Health Servs.*, 979 F.2d 1131, 1133 (6th Cir. 1992) (per curiam). The moving party has the burden of showing there are no genuine issues of material fact as to the essential elements of the nonmoving party's case. See *Catrett v. Celotex Corp.*, 477 U.S. 317, 321 (1986); *LaPointe*, 8 F.3d at 378; *Barnhart v. Pickrel, Schaeffer & Ebeling Co.*, 12 F.3d 1382, 1389 (6th Cir. 1993); *Guarino v. Brookfield Township Trustees*, 980 F.2d 399, 405 (6th Cir. 1992).

If the moving party meets this burden, the nonmoving party must then present "significant probative evidence" to demonstrate that "there is [more than] some metaphysical doubt as to the material facts." *Moore v. Phillip Morris Co.*, 8 F.3d 335, 339-40 (6th Cir. 1993). The nonmoving party "may not rest upon the mere allegations or denials of the adverse party's pleading, but . . . by affidavits or as otherwise provided in this rule, must set forth

specific facts showing that there is a genuine issue for trial." FED. R. CIV. P. 56(e). A mere factual dispute is not enough to preclude the granting of an otherwise proper motion for summary judgment; the key is whether the disputed fact is material and the dispute itself is genuine. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48 (1986).

In deciding a motion for summary judgment, the court "must determine whether 'the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law.'" *Patton v. Bearden*, 8 F.3d 343, 346 (6th Cir. 1993) (quoting *Anderson*, 477 U.S. at 251-52). The evidence, all facts, and any inferences that permissibly may be drawn from the facts must be viewed in the light most favorable to the nonmoving party. See *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986). However, "[t]he mere existence of a scintilla of evidence in support of the plaintiff's position will be insufficient; there must be evidence on which the jury could reasonably find for plaintiff." *Anderson*, 477 U.S. at 252.

Tennessee's choice of law rules apply in a diversity case. *Erie Railway Co. v. Thompkins*, 304 U.S. 64 (1938). Because the release was executed in Tennessee, Tennessee would apply the law of the state of Tennessee to determine its validity. See *Jackson v.*

*Miller*, 776 S.W. 2d 115, 117 (Tenn. App. 1989) (holding that a settlement release is a contract); *Starr Printing Co. v. Air Jamaica*, 45 F. Supp. 2d 625, 629 (W.D. Tenn. 1999) (noting that "Tennessee adheres to the rule of *lex loci contractus*. Thus, when the dispute involves questions concerning the validity of a contract, the court applies the law of the state where the contract was made").

In support of their motion, the defendants claim that in consideration of one thousand dollars (1,000.00), Szydlek signed a release absolving TransCor from all financial responsibility stemming from the July 13, 2000 automobile accident. The defendants insist that under Tennessee law the rules of construction of contracts apply to interpretation of a release because a release is a contract, and if the language of the release is plain and unambiguous, it is the court's function to interpret the release's meaning according to its plain terms as a question of law.

In response, Szydlek avers, in an affidavit submitted in support of his response to the summary judgment motion, that he felt threatened, intimidated, and coerced into signing the release documents. He states in his affidavit that he was deprived of food and sleep for almost twenty-four hours following the accident; that employees of TransCor stated that if he did not sign the release

documents, "he could get lost in the prison system for one hundred eighty days"; and that he signed the documents in feigned cooperation with the defendants because of his fear that they would harm, punish, or unlawfully detain him. As evidence of his state of mind not to release the defendants, Szydlek indicates that he has never cashed the one thousand dollar (\$1,000.00) check issued by TransCor and never intended to cash it. Szydlek argues that summary judgment is not appropriate when the issue is a person's intent or state of mind, that genuine issues of material fact exist, and that a jury should be given the opportunity to resolve them. Szydlek also contends that the agreement was effectively repudiated when he filed his lawsuit and when he responded to the defendants' requests for admissions in September of 2002. The defendants' motion does not address Szydlek's allegation of coercion.

Based on Szydlek's affidavits submitted in support of his response to the summary judgment motion and drawing all reasonable inferences in favor of Szydlek, the court finds that a genuine issue of material fact exists as to whether Szydlek was coerced into signing the July 14, 2000 release forms, and a jury should be given the opportunity to resolve this question of fact.

III. CONCLUSION

For the foregoing reasons, the defendants' motion for summary judgment is DENIED.

IT IS SO ORDERED this 22nd day of April, 2003.

---

DIANE K. VESCOVO  
UNITED STATES MAGISTRATE JUDGE