IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

CHRISTA PIKE,	)	
	)	
Plaintiff,	)	**No. 3:22-cv-00537**
	)	
v.	)	**District Judge Crenshaw**
	)	
FRANK STRADA, JOE MOORHEAD, TAUREAN JAMES, TERRY BARLOW, ASHLEE WHEELER, and JACQUELINE WILSON, each in their Official capacities,	)	
	)	
Defendants.	)	

PLAINTIFF CHRISTA PIKE'S EMERGENCY MOTION TO ENFORCE SETTLEMENT AGREEMENT AND INCORPORATED MEMORANDUM OF LAW

Plaintiff Christa Gail Pike, through undersigned counsel, respectfully moves this Court on an emergency basis for an order enforcing the Settlement Agreement executed by the Parties in September 2024 (the "Settlement Agreement" or "Agreement") (Exhibit A). Emergency treatment is necessary because Defendants are, at this moment, holding Ms. Pike in indefinite isolation in the prison infirmary following the Tennessee Department of Correction's failed execution that left her gravely injured.[1]

INTRODUCTION

This case was resolved on a simple premise: that Ms. Pike, the only woman under a sentence of death in Tennessee, would no longer be held in isolation from every other woman in custody at the Debra K. Johnson Rehabilitation Center ("DJRC"). The Parties memorialized that central premise in a binding Settlement Agreement, pursuant to which this Court dismissed Ms.

[1] Undersigned counsel certifies that pursuant to Local Rule 7.01(a)(1), on October 30, 2026, counsel conferred with counsel for Defendants, the Office of the Tennessee Attorney General, regarding the relief requested in this Motion. Defendants opposed the relief sought.

Pike's Eighth Amendment, due process, equal protection, RLUIPA, ADA, and Rehabilitation Act claims in exchange for an Individualized Plan that guarantees her work, meals, recreation, religious services, and supervised group interaction with other inmates. Defendants also expressly agreed that this Court "shall retain jurisdiction to enforce this Agreement and award remedies for any breach of this Agreement." (Ex. A ¶ 21.)

On September 30, 2026, the State attempted to execute Ms. Pike. As widely reported, that attempt failed. After multiple painful, failed attempts at setting an IV line and two massive doses of pentobarbital, Ms. Pike survived, but with severe injuries. She spent multiple days on a ventilator and over a week in the medical intensive care unit at a hospital following the State's disastrous execution attempt. Since her discharge from the hospital on October 9, 2026, Defendants have confined her in isolation in the DJRC infirmary, cut off from all other inmates. They are denying her the opportunity to work, eat, and otherwise socialize with any other women at DJRC as set out in the Agreement. Defendants refused Ms. Pike's reasonable request to be housed with other women receiving temporary medical care. Instead, the State indicated on multiple occasions that they intend to keep her in isolation "until further notice." (Exhibit B, Declaration of A. Bergman, ¶ 5.) ("Bergman Decl.")

The State's actions breach the Agreement. Taken together, and imposed on a woman with a documented history of nearly thirty years in solitary confinement who is now recovering from injuries the State inflicted upon her, they also offend the Eighth Amendment, the liberty interests under the Fourteenth Amendment, the ADA, and the Rehabilitation Act. Ms. Pike asks the Court to do what Defendants agreed the Court has the authority do: enforce the Agreement now, before further irreparable harm occurs.

STATEMENT OF FACTS

I. The Action, the Order, and the Settlement Agreement

Ms. Pike commenced this Action on July 15, 2022, against TDOC and DJRC employees in their official capacities, alleging violations of her constitutional and statutory rights arising from her solitary conditions of confinement in DJRC Unit III B-Pod under TDOC's Mandatory Segregation Policy, TDOC Policy 404.11. (Ex. A ¶¶ 3, 6.) Because Ms. Pike is the only woman sentenced to death in Tennessee, that policy meant she was "continually segregated from all other inmates." (*Id.* ¶¶ 1, 3.)

On September 25, 2023, this Court denied Defendants' Motion to Dismiss (Doc. No. 17) in its entirety, allowing Ms. Pike's claims to proceed. (Doc. No. 131.) The claims that survived and were pending at the time of settlement included Cruel and Unusual Punishment in violation of the Eighth Amendment, violation of Procedural Due Process, violation of Equal Protection, violation of RLUIPA, violation of the ADA (including failure to accommodate a disability), and violation of the Rehabilitation Act. (Ex. A ¶ 10.)

After extensive discovery and settlement negotiations, the Parties executed the Settlement Agreement, which was approved by the Commissioner and signed by counsel for Defendants from the Office of the Attorney General. (*Id.* ¶¶ 12–14, 24; *id.* at 10.) The Parties warranted that they entered the Agreement voluntarily and with full understanding of its terms. (*Id.* ¶¶ 16–17.) The Agreement's core is Section B, "Changes to Conditions of Confinement," which established an "Individualized Plan" proceeding through three phases toward meaningful, consistent social interaction. (*Id.* ¶ 27.) Phase Three provides for, among other things:

> "Housing: Remain in current housing or comparable housing that allows compliance with the terms of the Individualized Plan." (*Id.* ¶ 27(c)(ii).)

"Social Interaction: Participate in supervised group interactions in A Pod or with the group workmates or close custody individuals housed in B Pod, including group meals, group classes, lobby time, and group religious services." (*Id.* ¶ 27(c)(iv).)

"Exercise/Recreation: Participate in recreation in cages in the same cage as others." (*Id.* ¶ 27(c)(v).)

Phase Three also provides for work as an administrative assistant or clerk, interaction with staff and other inmates, lunch outside her cell in the day room, education, group religious services, and contact counseling. (*Id.* ¶ 27(c)(iii), (vi)–(viii).) The Commissioner granted Ms. Pike a waiver of the Mandatory Segregation Policy "[s]o long as Ms. Pike is the sole inmate in the facility where she is housed who is under a sentence of death, subject to the Mandatory Segregation policy, and classified as Level A or Level B." (*Id.* ¶ 31.) Defendants "acknowledge[d] and agree[d] that the Individualized Plan shall remain in place for Ms. Pike, subject to any level changes due to any disciplinary convictions per TDOC Policy 503.03." (*Id.* ¶ 35.) Importantly, Defendants further agreed to "take **all actions reasonably necessary** to effectuate the approval, performance, validity, and enforceability of this Agreement." (*Id.* ¶ 25 (emphasis added).)

Finally, the Parties agreed that this Court "shall retain jurisdiction to enforce this Agreement and award remedies for any breach of this Agreement" (*id.* ¶ 21), that the dismissal "shall provide that the United States District Court for the Middle District of Tennessee shall retain jurisdiction over the Parties to enforce the Agreement and to award remedies for any breach" (*id.* ¶ 34), that they "consent to personal jurisdiction and venue" in this Court (*id.*), and that in the event of breach they "shall have all remedies that may be available to them at law or in equity," with fees to the substantially prevailing party for any material breach (*id.* ¶ 36).

Consistent with those terms, on September 16, 2024, the Parties jointly moved for dismissal under Federal Rule of Civil Procedure 41(a)(2) (Doc. No. 148), and on September 20, 2024, the Court granted the Joint Motion, dismissed the action with prejudice "subject to the terms of the Settlement Agreement," and ordered that it "retains jurisdiction over the Parties to enforce the Settlement Agreement and to award remedies for any breach of the Settlement Agreement." (Doc. No. 149.)

II. The Failed Execution and Its Aftermath

On September 30, 2026, the State attempted to execute Ms. Pike. (Exhibit C, Declaration of Christa Gail Pike ("Pike Decl.") ¶ 8.) After multiple failed IV attempts and the administration of two lethal doses of pentobarbital, Ms. Pike survived. (*Id.* ¶¶ 9–10.) She sustained severe injuries as a result of the botched execution. (*Id.* ¶ 12.) She was eventually transported to a hospital and placed on a ventilator for multiple days before regaining consciousness. (*Id.* ¶ 11.) She was discharged on October 9, 2026, and returned to DJRC. (*Id.* ¶ 13.)

Since her return, Ms. Pike has been confined in isolation in the prison infirmary, segregated from all other inmates and denied meaningful human contact. (*Id.* ¶14.) The Office of the Attorney General stated that this isolation in the infirmary will endure "until further notice." (Bergman Decl., ¶¶ 3, 5.) Through counsel, Ms. Pike requested to be returned to the same maximum-security unit from prior to her execution, but to be housed within the separate pod for women receiving temporary medical care, an area that offers both adequate medical services and safe social contact alongside women with comparable vulnerabilities and without significant disciplinary or behavioral issues. (*Id.* Exhibit 1.) Defendants denied that request. (*Id.* ¶ 5.) Ms. Pike remains severely weakened and disabled as a direct result of the State's actions, and she could not defend herself if attacked. (Pike Decl. ¶¶ 18, 20.) In addition, Ms. Pike has a documented history of nearly

thirty years of solitary confinement and attendant psychological harm and trauma before the resolution under the Agreement, and her renewed isolation has caused, and will continue to cause, significant psychological harm and trauma. (*Id.* ¶¶ 5–6, 21–22.)

Ms. Pike remains the only woman under a sentence of death in Tennessee, still enjoys the Commissioner's waiver of the Mandatory Segregation Policy issued in conjunction with the settlement, and has not waived any rights under the Agreement. (*Id.* ¶¶ 4, 17.) She therefore respectfully requests that the Court enforce the Agreement and order TDOC to satisfy its obligation to "take all actions reasonably necessary to effectuate the approval, performance, validity, and enforceability of this Agreement." (Ex. A ¶ 25.)

ARGUMENT

I. This Court Has Jurisdiction and Inherent Authority to Enforce the Settlement Agreement.

Federal courts have "inherent power to enforce agreements entered into in settlement of litigation pending before them." *Bamerilease Capital Corp. v. Nearburg*, 958 F.2d 150, 152 (6th Cir. 1992) (quoting *Brock v. Scheuner Corp.*, 841 F.2d 151, 154 (6th Cir. 1988)); *Aro Corp. v. Allied Witan Co.*, 531 F.2d 1368, 1371 (6th Cir. 1976). Following dismissal, a district court retains ancillary jurisdiction to enforce a settlement where "the parties' obligation to comply with the terms of the settlement agreement ha[s] been made part of the order of dismissal—either by separate provision (such as a provision 'retaining jurisdiction' over the settlement agreement) or by incorporating the terms of the settlement agreement in the order." *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381 (1994).

Both conditions are satisfied here. The Parties expressly agreed that this Court "shall retain jurisdiction to enforce this Agreement and award remedies for any breach" (Ex. A ¶ 21; Doc. No. 149), required that the dismissal so provide and attach the Agreement (*id.* ¶ 34), and consented to

personal jurisdiction and venue (*id.*). The agreement was reached on all material terms, and the validity of the agreement is not in dispute. *See Brock*, 841 F.2d at 154.

This Court has presided over this dispute since 2022 and, in its Order denying Defendants' Motion to Dismiss, sustained the very conditions-of-confinement claims that the Agreement resolved. (Doc. No. 131; Ex. A ¶ 10.) Defendants bargained for dismissal of those claims in exchange for affording Ms. Pike relief from isolation; they cannot now retain the benefit of Ms. Pike's dismissal while eschewing their obligations. And because the Agreement is clear on its face, no evidentiary hearing on formation is needed; the only question is compliance. *RE/MAX Int'l, Inc. v. Realty One, Inc.*, 271 F.3d 633, 646 (6th Cir. 2001) (evidentiary hearing required only where facts material to the agreement's existence or terms are disputed).

II. Defendants Are in Immediate and Ongoing Breach of the Settlement Agreement.

A settlement agreement is a contract governed by state law, here Tennessee law. (Ex. A ¶ 18.) Under Tennessee law, courts enforce the plain meaning of contract terms to give effect to the parties' intent, *Allstate Ins. Co. v. Watson*, 195 S.W.3d 609, 611–12 (Tenn. 2006), and every contract carries an implied covenant of good faith and fair dealing in its performance, *Dick Broad. Co. v. Oak Ridge FM, Inc.*, 395 S.W.3d 653, 666 (Tenn. 2013). The Agreement is to be "construed as a whole" according to its fair meaning. (Ex. A ¶ 23.)

Here, Defendants have returned to indefinite isolation a woman who endured nearly thirty years of it and had to sue for relief. Defendants' actions come immediately after inflicting torturous physical and psychological injuries on her. Defendants' breach is all the more egregious because a compliant alternative that would provide both medical care and human contact stands available. The objective seriousness of the deprivation of rights and Defendants' knowledge of the risk of harm to Ms. Pike from her continued isolation are evident. These facts confirm the reasonableness

and urgency of enforcing the Agreement according to its terms, and they demonstrate that the conditions the Agreement was designed to cure have returned in aggravated form.

A. Indefinite isolation in the infirmary violates the Individualized Plan.

The Individualized Plan is not aspirational or based on convenience. It "shall remain in place for Ms. Pike, subject to any level changes due to any disciplinary convictions." (Ex. A ¶ 35.) Surviving an execution attempt is, of course, not a disciplinary infraction. Yet Defendants have stripped her of every social-interaction guarantee the Individualized Plan provides: the "supervised group interactions . . . including group meals, group classes, lobby time, and group religious services" (Ex. A ¶ 27(c)(iv)); recreation "in the same cage as others" (*id*. ¶ 27(c)(v)); and work and lunch alongside other inmates (*id*. ¶ 27(c)(iii)). (Pike Decl. ¶¶ 14–15.) Segregation from all other inmates is precisely the condition the Agreement was designed to end. (Ex. A ¶¶ 3, 5, 31.)

Nor is indefinite infirmary placement permissible housing. The Individualized Plan requires Defendants to house Ms. Pike in Unit III or "comparable housing that allows compliance with the terms of the Individualized Plan." (Ex. A ¶ 27(c)(ii).) Housing that isolates Ms. Pike from every other person, without end date, by definition does not allow compliance. Ms. Pike does not dispute that she requires medical care; she asked for exactly that, in a secure setting that provides both medical services and social contact with other women receiving temporary medical care. (Bergman Decl., Ex. 1.) Defendants' refusal of that available alternative, while characterizing the isolation as functionally indefinite, is a breach of Paragraphs 27, 31, and 35 of the Agreement and of Defendants' duty to "take all actions reasonably necessary to effectuate the . . . performance" of the Agreement (Ex. A ¶ 25), as well as the implied covenant of good faith. *See Dick Broad. Co.*, 395 S.W.3d at 666.

A medical need caused by the State's own horrific misconduct does not authorize Defendants to suspend, indefinitely and unilaterally, every bargained-for term of the settlement, and it is incumbent upon Defendants to house Ms. Pike in a way that is both safe for her in the physical condition in which the State has left her and in compliance with the Settlement Agreement.

B. The waiver of the Mandatory Segregation Policy remains in force.

The Commissioner's waiver of TDOC Policy 404.11 and related provisions of Policy 503.03 continues "[s]o long as Ms. Pike is the sole inmate in the facility where she is housed who is under a sentence of death, subject to the Mandatory Segregation policy, and classified as Level A or Level B." (Ex. A ¶ 31.) Each of these conditions remains satisfied. Defendants may not reimpose *de facto* mandatory segregation under the label of medical housing. Any amendment or waiver of the Agreement requires "a statement in writing signed by the Party against which enforcement . . . is sought." (*Id.* ¶ 20.) Ms. Pike has signed no such waiver.

III. Emergency Relief Is Warranted.

Each day of continued isolation inflicts psychological harm that cannot be adequately remedied after the fact and violates the explicit terms of the Agreement. (Pike Decl. ¶¶ 21–22.) Defendants, by contrast, suffer no cognizable harm from being required to honor an agreement they negotiated, signed, and had approved by the Commissioner and the Attorney General, particularly where a remedy already exists.

CONCLUSION AND PRAYER FOR RELIEF

For the foregoing reasons, Ms. Pike respectfully requests that the Court:

1. Enter an order enforcing the Settlement Agreement and directing Defendants to cease her indefinite isolation and restore the conditions of the Individualized Plan to the

fullest extent consistent with her medical needs and personal safety, including accommodating group meals, recreation, work, and other social interaction;

2. Award Ms. Pike her reasonable attorneys' fees, costs, and expenses pursuant to Paragraph 36 of the Settlement Agreement; and

3. Grant such other and further relief as the Court deems just and proper.

Ms. Pike also respectfully requests for this motion to be addressed on an expedited basis, and counsel is available to be heard at the Court's convenience. Ms. Pike requests an expedited briefing schedule on this motion and proposes a deadline of Wednesday, November 4th for a response from Defendants and Friday, November 6th for any reply by Ms. Pike.[2]

Dated: October 30, 2026

Respectfully submitted,

/s/ Angela L. Bergman

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[2] Undersigned counsel also proposed this briefing schedule to counsel for the Defendants during their October 30 conference. Counsel for the Defendants oppose this request.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was filed and served by operation of the Court's electronic filing system on this the October 30, 2026 upon:

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/s/ Angela L. Bergman

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into effective as of the date of the signature below ("Effective Date") by and between the parties to the above-captioned action, *Pike v. Strada, et al.*, including Christa Gail Pike ("**Ms. Pike**"), on the one hand; and, on the other hand, Frank Strada, in his official capacity as the Commissioner of the Tennessee Department of Correction ("**Commissioner Strada**"); Joe Moorhead, in his official capacity as Assistant Commissioner of Prisons for the Tennessee Department of Correction ("**Assistant Commissioner Moorhead**"); Taurean James, in his official capacity as Warden of the Debra K. Johnson Rehabilitation Center ("**Warden James**"); Terry Barlow, in his official capacity as Associate Warden of Security at the Debra K. Johnson Rehabilitation Center ("**Associate Warden Barlow**"); Ashlee Wheeler, in her official capacity as Associate Warden of Treatment at the Debra K. Johnson Rehabilitation Center ("**Associate Warden Wheeler**"); and Jacqueline Wilson, in her official capacity as Unit Manager of Unit Three at the Debra K. Johnson Rehabilitation Center ("**Unit Manager Wilson**") (collectively, **"Defendants"** and together with Ms. Pike, each individually, "Party" and collectively, "Parties").

RECITALS

1. **Whereas,** Ms. Pike, Tennessee Department of Correction ("TDOC") Inmate No. 261368, is the only woman sentenced to death in Tennessee, and she is serving her death sentence at the Debra K. Johnson Rehabilitation Center ("DJRC"), formerly known as the Tennessee Prison for Women ("TPW");

2. **Whereas,** Ms. Pike resides in B-Pod of a housing unit known as Unit III ("Unit III B-Pod");

3. **Whereas,** because of Ms. Pike's sentence of death, she is subject to TDOC Policy 404.11 ("Mandatory Segregation Policy"), which provides for the mandatory segregation of inmates under a sentence of death from inmates not under a sentence of death, but because she is the only woman sentenced to death, this means Ms. Pike is continually segregated from all other inmates;

4. **Whereas,** TDOC Policy 503.03 governs the privileges to which inmates under a sentence of death are entitled, with Level C being the most restrictive and Level A being the least restrictive;

5. **Whereas,** Ms. Pike has been classified as Level A under TDOC Policy 503.03 since June 2022, but because she is the sole female inmate subject to the Mandatory Segregation Policy, she is not afforded access to the group activities or any social interaction as otherwise allowed under TDOC Policy 503.03;

6. **Whereas,** on July 15, 2022, Ms. Pike commenced a lawsuit, No. 3:22-cv-537, styled as *Pike v. Strada, et al.*, in the United States District Court for the Middle District of Tennessee (the "Action"), against multiple state officials in their official capacities alleging

violations of her constitutional and statutory rights in connection with her solitary conditions in Unit III B-Pod under the Mandatory Segregation Policy;

7. **Whereas,** throughout the course of the Action, Ms. Pike has been represented by counsel of Bass, Berry & Sims PLC;

8. **Whereas,** on August 15, 2022, Ms. Pike filed a First Amended Complaint ("FAC") (Dkt. No. 9), the operative complaint in the Action on the date of or immediately preceding the Effective Date of this Agreement;

9. **Whereas,** in the FAC, Ms. Pike alleged that the duration and conditions of her confinement together violated her rights under the First, Eighth, Fourteenth Amendments to the United States Constitution, the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. § 2000cc-1, the Americans with Disabilities Act, 42 U.S.C. § 12132, *et seq.*, and the Rehabilitation Act, 29 U.S.C. § 794;

10. **Whereas,** the remaining claims in the Action as of the Effective Date include: Cruel and Unusual Punishment in Violation of the Eighth Amendment to the United States Constitution; Violation of the Procedural Due Process Clause of the Fourteenth Amendment to the United States Constitution; Violation of the Right to Equal Protection under the Fourteenth Amendment to the United States Constitution; Violation of the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. § 2000cc-1; Violation of the Americans With Disabilities Act, 42 U.S.C. § 12132, *et seq.*; Violation of the Americans With Disabilities Act by Failure to Accommodate a Disability, 42 U.S.C. § 12132, *et seq.*; and Violation of the Rehabilitation Act, 29 U.S.C. § 794 (collectively, "Ms. Pike's Claims");

11. **Whereas,** this Agreement is neither an admission of liability by Defendants nor a concession by Ms. Pike that her claims are not well founded, and Defendants deny all of Ms. Pike's Claims and have defended the Action accordingly;

12. **Whereas,** the Parties have engaged in extensive discovery and settlement negotiations in an effort to resolve the Action;

13. **Whereas,** without conceding any claims or defenses raised in the Action, the Parties now wish to resolve the Action and Ms. Pike's Claims to avoid the risks and expense of further litigation;

14. **Now therefore,** in consideration of the mutual promises and covenants contained herein, the mutual execution of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby specifically contract, covenant, and agree as follows.

A. GENERAL PROVISIONS

15. **Recitals.** The foregoing recitals are contractual in nature and are mutual representations of the Parties.

16. **Warranty and Voluntary Agreement.** Ms. Pike and Defendants warrant that they have entered into this Agreement voluntarily and of their own accord without reliance on any inducement, promise, or representation by any other Party, except those that are expressly set forth in this Agreement. This Agreement contains and constitutes the entire understanding and agreement between Ms. Pike and Defendants respecting the subject matter hereof, and all oral discussions and prior agreements are merged herein.

17. **Warranty and Understanding of Acknowledgement.** Ms. Pike and Defendants have carefully read this Agreement, know and understand its contents, and freely and voluntarily agree to all of its terms and conditions.

18. **Applicable Law.** Except to the extent any provision is governed by federal law that supersedes state law, the validity, construction, and enforcement of this Agreement shall be determined according to the laws of the State of Tennessee without giving effect to any choice of law or conflict of law provisions or rules (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Tennessee.

19. **Notices.** All notices and other communications required or permitted under this Agreement shall be considered validly given, made, or served if in writing and delivered personally, by nationally recognized overnight express courier, or by certified mail with postage prepaid and return receipt requested, to the following addresses:

If to Ms. Pike:

Christa G. Pike
TDOC ID: 261368
Debra K. Johnson Rehabilitation Center
3881 Stewarts Lane
Nashville, TN 37243

Brian D. Roark
Angela L. Bergman
Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201

If to the Tennessee Department of Correction:

Tenn. Dept. of Correction
Rachel Jackson Building, 6th Floor
320 6th Avenue North
Nashville, Tennessee 37243

With a copy to

Tennessee Attorney General and Reporter
Law Enforcement and Special Prosecutions Division
P.O. Box 20207
Nashville, Tennessee 37202

The Parties further agree to give notice by email in conjunction with any of the above-listed methods for physical delivery; however, email alone will not constitute notice to a Party under this provision unless the Party being noticed responds in writing (email sufficient) to acknowledge receipt and the sufficiency of the emailed notice.

20. **Amendment and Waiver in Writing.** No provision of this Agreement can be amended or waived, except by a statement in writing signed by the Party against which enforcement of the amendment or waiver is ought, and any such waiver shall apply only to the matter or instance specifically waived.

21. **Retained Jurisdiction.** Consistent with Section E below, the Parties agree that the United States District Court for the Middle District of Tennessee shall retain jurisdiction to enforce this Agreement and award remedies for any breach of this Agreement.

22. **Severability.** Should any provision of this Agreement be declared invalid or unenforceable by operation of law or by any tribunal of competent jurisdiction for any reason, the remaining provisions hereof shall remain in full force and effect.

23. **Construction.** This Agreement has been jointly negotiated. The language of this Agreement shall be construed as a whole accordingly to its fair meaning and not strictly construed for or against any Party.

24. **Authorization.** The representatives executing this Agreement on behalf of the Parties are empowered to do so and thereby bind the Parties according to the terms of this Agreement, subject to the statutory approval of Attorney General Jonathan Skrmetti set forth in Tenn. Code Ann. §20-13-103 .

25. **Further Assurances.** The Parties agree to take all actions reasonably necessary to effectuate the approval, performance, validity, and enforceability of this Agreement.

26. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The photocopied, digitally scanned, or electronically signed signature of a party hereto shall be considered as if it was the original.

B. CHANGES TO CONDITIONS OF CONFINEMENT

27. **Individualized Plan.** The terms and conditions listed in this Section B are referred to as the "Individualized Plan." Christa Pike has been Level A since June 2022. During her time spent at Level A, Ms. Pike's privileges have largely reflected those identified in Phase One. Ms.

Pike agrees to proceed through the phases, as described below, in order to accommodate the need for security and protocol planning.

a. Phase One:

i. **Starts upon entry of settlement and lasts one month in order to facilitate DJRC planning and preparation for future phases.**
ii. Housing: Remain in current housing.
iii. Work: Implement job assignment within B Pod with larger area with tape up.
iv. Exercise/Recreation: Participate in recreation in cages adjacent to other individuals.
v. Education: Option to participate in remote classes via tablet once available to the inmate population at DJRC, participate in an individual class with approved faculty, and/or a minimum of two hours Arts & Crafts instruction (in the same form or fashion that was being provided at the outset of Ms. Pike's Level A transition).
vi. Religious Services & Activities: Option to participate in remote religious services or individual, contact, religious counseling.
vii. Counseling: Option to participate in confidential, individual, contact counseling in a similar time and manner as other inmates, outside of earshot, though within the sightline, of DJRC personnel, with a specific focus on building toward socialization opportunities.
viii. Law clerk / Legal Advisor: Will be provided and scheduled systematically in conjunction with entire offender population.

b. Phase Two:

i. **Begins following one month of no disciplinaries during Phase One and lasts three months.**
ii. Housing: Remain in current housing.
iii. Work: Complete job assignments alongside up to five close custody workmates within the Unit, for at least two hours per day (TDOC Policy 503.03 provides for group interactions of up to 6 individuals at Level B, and Ms. Pike's current Level A Memorandum provides for a minimum of four hours/day of work).
iv. Social Interaction: Receive meals and rec time with workmates.
v. Exercise/Recreation: Participate in recreation in cages with workmates.
vi. Education: Option to participate in remote classes via tablet once available to the inmate population at DJRC, participate in an individual class with approved faculty, and/or a minimum of two hours Arts & Crafts instruction.
vii. Religious Services & Activities: Option to participate in group religious services or individual, contact, religious counseling.

viii. Counseling: Option to participate in confidential, individual, contact counseling in a similar time and manner as other inmates, outside of earshot, though within the sightline, of DJRC personnel.

ix. Law clerk / Legal Advisor: will be provided and scheduled systematically in conjunction with entire offender population.

c. Phase Three (Conditions under Level A upon completion of Phases One and Two):

i. **Begins following three months of no disciplinaries during Phase Two and remains in place absent disciplinaries.**

ii. Housing: Remain in current housing or comparable housing that allows compliance with the terms of the Individualized Plan.

iii. Work: Eligible to work as administrative assistant/clerk within the Unit, allowing increased pay and interaction with staff and other inmates, including the following:

- Pay consistent with inmate jobs Policy 504.04;
- Make copies and distribute supplies throughout Unit 3, or such other Unit to which Ms. Pike may be housed in the future;
- Opportunity to work in the core of the Unit with close custody inmates performing their respective jobs;
- Clerk duties are six hours per day, Monday through Friday;
- Work assignments will come directly from Unit Manager and Unit Sergeant;
- Additional clerk duties may include having a workstation with computer handling basic computing tasks;
- All clerk duties would be performed without restraints in the Unit, even when other inmates are present;
- Clerk duties allow Ms. Pike to eat lunch outside of her cell in the day room with close custody inmates;

iv. Social Interaction: Participate in supervised group interactions in A Pod or with the group workmates or close custody individuals housed in B Pod, including group meals, group classes, lobby time, and group religious services.

v. Exercise/Recreation: Participate in recreation in cages in the same cage as others.

vi. Education: Option to participate in remote classes via tablet once available to the inmate population at DJRC, participate in classes with approved faculty, or a minimum of two hours Arts & Crafts instruction.

vii. Religious Services & Activities: Option to participate in group religious services or individual, contact, religious counseling.

viii. Counseling: Option to participate in confidential, individual, contact counseling in a similar time and manner as other inmates, outside of earshot, though within the sightline, of DJRC personnel.

ix. Law clerk / Legal Advisor: Will be provided as provided in TDOC Policy 503.03(VI)(K)(3)(b)(9).

x. Nothing in this Phase Three section permits Ms. Pike to interact with inmates below the close custody classification or with inmates outside her Unit.

28. **Level B Conditions.** In the event that Ms. Pike is classified as Program Level B:

a. TDOC will develop a facility-level policy that allows for comparable privileges as those outlined in TDOC Policy 503.03. This includes sufficient opportunities for small group interactions during work, exercise, education, meals, religious activities, counseling, and lobby time. The policy will continue to allow Ms. Pike to participate in individual religious counseling, education, and law clerk services.

b. The Warden shall submit this individualized plan for the Commissioner's approval within 14 days of reclassification.

c. Upon approval, TDOC will immediately provide a copy of the individualized plan to Ms. Pike.

29. The Individualized Plan will be implemented immediately at the signing of the Settlement Agreement. After successful completion of Phase Two, the Phase Three conditions listed under the Individualized Plan will be implemented immediately.

30. The opportunities and possible advancement in the Individualized Plan are all conditioned on Ms. Pike's maintaining her Level A status. If she fails to remain Level A, any advancement back to Level A will be determined either by progression through the "phases" in the Individualized Plan, or through the classification, review, and advancement process governed by TDOC Policy 503.03.

31. **Policy Waiver.** So long as Ms. Pike is the sole inmate in the facility where she is housed who is under a sentence of death, subject to the Mandatory Segregation policy, and classified as Level A or Level B, the Commissioner grants her a waiver of the Mandatory Segregation policy of TDOC Policy 404.11 and any related mandatory segregation provisions of Policy 503.03 to the extent necessary to effectuate this Agreement.

32. **Contemporaneous Approval of Individualized Plan.** This Settlement Agreement shall serve as documentation of the waiver granted in Paragraph 31, which shall become effective immediately at the signing of the Settlement Agreement. The Individualized Plan must be approved by the Commissioner at the entry of the Settlement Agreement.

C. ATTORNEYS' FEES AND COSTS

33. **Attorney's Fees and Costs.** Payment by Defendants to Ms. Pike or her counsel for expenses, attorneys' fees, and costs shall be made in accordance with the terms of a separate agreement. The parties acknowledge that the payment provided in the separate agreement shall constitute full payment of all claims for fees, costs, and expenses associated with this litigation.

D. MONITORING AND ENFORCEMENT OF AGREEMENT

34. **Dismissal, Forum, and Jurisdiction.** Within five (5) days after granting the waiver described in Paragraph 31 and implementation of the Individualized Plan, the Parties shall file a joint motion to dismiss the Action in the United States District Court for the Middle District of Tennessee ("Dismissal") attaching this Agreement. Such Dismissal shall provide that the United States District Court for the Middle District of Tennessee shall retain jurisdiction over the Parties to enforce the Agreement and to award remedies for any breach of the Agreement. The Parties hereby consent to personal jurisdiction and venue in the United States District Court for the Middle District of Tennessee.

35. **Monitoring.** Defendants acknowledge and agree that the Individualized Plan shall remain in place for Ms. Pike, subject to any level changes due to any disciplinary convictions per TDOC Policy 503.03.

36. **Remedies.** In the event of any breach of this Agreement, the Parties shall have all remedies that may be available to them at law or in equity, except the right to rescind or invalidate the Agreement. In the event of any material breach of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees incurred, as well as all costs and expenses of litigation and collection.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date(s) shown below:

[SIGNATURE PAGES FOLLOWS]

Christa G. Pike

Christa G. Pike

Date: 7.9.24

Brian D. Roark
Counsel for Plaintiff Christa Pike

Brian D. Roark

Date: 7/9/24

Angela L. Bergman
Counsel for Plaintiff Christa Pike

Date: 7/9/24

Frank Strada
Commissioner, Tennessee Department of Correction

Date: 7.23.2024

Taurean James
Warden, Debra K. Johnson Rehabilitation Center

Date: 7/24/2024

Jen Brenner
General Counsel, Tennessee Department of Correction

Date: 7/23/24

Donna L. Green
Senior Assistant Attorney General
Counsel for Defendants

Date: 9/4/24

Cody N. Brandon
Senior Assistant Attorney General
Counsel for Defendants

Date: 9/5/24

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

CHRISTA PIKE,	)	
	)	
Plaintiff,	)	**No. 3:22-cv-00537**
	)	
v.	)	**District Judge Crenshaw**
	)	
FRANK STRADA, JOE MOORHEAD, TAUREAN JAMES, TERRY BARLOW, ASHLEE WHEELER, and JACQUELINE WILSON, each in their Official capacities,	)	
	)	
Defendants.	)	

DECLARATION OF ANGELA L. BERGMAN IN SUPPORT OF PLAINTIFF CHRISTA PIKE'S EMERGENCY MOTION TO ENFORCE SETTLEMENT AGREEMENT

I, Angela L. Bergman, declare as follows:

1. I am over the age of eighteen and competent to make this declaration. I am an attorney licensed in Tennessee (BPR No. 031981) and Counsel at the law firm Bass, Berry & Sims PLC, 21 Platform Way South, Suite 3500, Nashville, Tennessee 37203. I am one of the counsel of record for Plaintiff Christa Gail Pike in this action. I have personal knowledge of the facts stated in this declaration.
2. On October 8, 2026, my colleague Brian Roark wrote to DJRC Warden Jordan Clark and counsel for Defendants requesting that Ms. Pike, upon discharge from the hospital, be housed with other women with medical conditions and not be placed in isolation.
3. On October 9, 2026, Assistant Attorney General Will Ayers responded that Ms. Pike had been transferred to DJRC, "where she'll receive medical care in the infirmary until further notice."
4. On October 14 and October 22, 2026, Plaintiff's counsel again wrote to counsel for Defendants about Ms. Pike's housing.
5. On October 27, 2026, Mr. Ayers responded that "Ms. Pike will be housed in the infirmary until further notice," and that "conversations about her long-term housing plan are premature at this point." That same day, my colleague Hannah E. Webber requested a call to discuss the issue.
6. On October 28, 2026, I sent a letter on behalf of Ms. Pike to Assistant Attorneys General Donna Green and Will Ayers and to the Tennessee Department of Correction, by email and overnight mail. Under Paragraph 19 of the Settlement Agreement, the letter gave formal written notice that Defendants are in breach of the Agreement and requested a conference under Local Rule 7.01(a)(1).Attached as Exhibit 1 is a true and correct copy of the email

chain titled "RE: Christa Pike," beginning with Mr. Roark's October 8, 2026, email and ending with my October 28, 2026, email to Mr. Ayers.

7. Attached as Exhibit 2 is a true and correct copy of the October 28, 2026, letter, which I signed and sent.

I declare under penalty of perjury under the laws of the United States of America, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed on October 30, 2026, in Nashville, Tennessee.

/s/ Angela L. Bergman
Angela L. Bergman

EXHIBIT 1

Email Chain, “RE: Christa Pike” (October 8–28, 2026)

Bergman, Angie L.

From: Bergman, Angie L.
Sent: Wednesday, October 28, 2026 5:18 PM
To: Webber, Hannah E.; Will Ayers
Cc: Samantha Morris; Cody N. Brandon; Matthew P. Dykstra; Roark, Brian; Donna Green
Subject: RE: Christa Pike
Attachments: 2026.10.28 Pike Ltr to AG and TDOC re Breach.pdf

Will,

To follow up on our request to confer, we wanted to let you know that we sent the attached letter to the AG and TDOC via FedEx this evening, having received no response to our email. Please let us know when you would be available to discuss.

Angie

BASS BERRY SIMS

Angie Bergman
Counsel
she/her

Bass, Berry & Sims PLC
21 Platform Way South, Suite 3500 • Nashville, TN 37203
615-742-7738 phone • 312-330-8493 cell
abergman@bassberry.com • www.bassberry.com

From: Webber, Hannah E. <hannah.webber@bassberry.com>
Sent: Tuesday, October 27, 2026 4:35 PM
To: Will Ayers <Will.Ayers@ag.tn.gov>
Cc: Samantha Morris <Samantha.Morris@ag.tn.gov>; Cody N. Brandon <Cody.Brandon@ag.tn.gov>; Matthew P. Dykstra <Matthew.Dykstra@ag.tn.gov>; Bergman, Angie L. <ABergman@bassberry.com>; Roark, Brian <BRoark@bassberry.com>
Subject: Re: Christa Pike

Will,

We would like to discuss the housing issue further and don't think it's premature to do so. Her current isolation in the infirmary is actively harming her, and keeping her in isolation violates the prior settlement agreement regarding her conditions of confinement. This is especially so if that isolation is indefinite.

What is your availability for a call Thursday or Friday? We would welcome Warden Clark to join to speak to what medical services can be provided on the Unit.

Thanks,
Hannah

On Oct 27, 2026, at 3:55 PM, Will Ayers <Will.Ayers@ag.tn.gov> wrote:

Hannah, I'm following up on the issues you raised last week.

Ms. Pike will be housed in the infirmary until further notice. The current setup serves Ms. Pike's needs as determined by the medical providers who are treating her. While conversations about her long-term housing plan are premature at this point, we've passed your position along to TDOC for consideration.

As for gabapentin, we understand that Ms. Pike has been receiving this drug for roughly one week.

As for restraints, we understand that Ms. Pike is not restrained while she is in the infirmary. Restraints are applied when she is moved outside of the infirmary, according to TDOC restraint policies.

As for the spiritual advisor, TDOC has approved a visitation schedule requested by the spiritual advisor consistent with its visitation policy, which apparently does not provide for such visits on Wednesdays. However, the spiritual advisor is free to request additional weekly visits on other days provided for under the policy.

Will Ayers
Assistant Attorney General
Office of the Tennessee Attorney General
Law Enforcement and Special Prosecutions Division
P.O. Box 20207
Nashville, TN 37202-0207
(615) 253-3856
will.ayers@ag.tn.gov

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From: Will Ayers
Sent: Friday, October 23, 2026 11:26 AM
To: 'Webber, Hannah E.' <hannah.webber@bassberry.com>; Samantha Morris <Samantha.Morris@ag.tn.gov>; Cody N. Brandon <Cody.Brandon@AG.TN.GOV>; Matthew P. Dykstra <Matthew.Dykstra@AG.TN.GOV>
Cc: Bergman, Angie L. <ABergman@bassberry.com>; Roark, Brian <BRoark@bassberry.com>
Subject: RE: Christa Pike

Hannah, we've passed these concerns along to TDOC and will be in touch once we have an update.

Will Ayers
Assistant Attorney General
Office of the Tennessee Attorney General
Law Enforcement and Special Prosecutions Division

P.O. Box 20207
Nashville, TN 37202-0207
(615) 253-3856
will.ayers@ag.tn.gov

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This email may contain legally PRIVILEGED and CONFIDENTIAL information. If you are not the intended recipient of this email, know that any dissemination, distribution, or copying of this email is prohibited. If you have received this email in error, please delete it and immediately notify the sender.

From: Webber, Hannah E. <hannah.webber@bassberry.com>
Sent: Thursday, October 22, 2026 6:36 PM
To: Samantha Morris <Samantha.Morris@ag.tn.gov>; Will Ayers <Will.Ayers@ag.tn.gov>; Cody N. Brandon <Cody.Brandon@ag.tn.gov>; Matthew P. Dykstra <Matthew.Dykstra@ag.tn.gov>
Cc: Bergman, Angie L. <ABergman@bassberry.com>; Roark, Brian <BRoark@bassberry.com>
Subject: RE: Christa Pike

All,

I am following up on several of our prior emails and Cody's call with Brian regarding Christa Pike's current conditions and medical care. Christa has advocated for herself on these and other issues directly with DJRC staff and will continue to do so, but she has seen little if any progress since we began raising concerns with you.

First, what is TDOC's plan for housing Christa when she leaves the infirmary? We would reiterate our request that she be moved to Unit 3 D Pod with the Medical Temps. She is currently extremely isolated within the infirmary, and we are concerned about the impacts this is having on her mental health and overall recovery. We understand that there are nurses assigned to Unit 3 who can see Christa in D Pod as needed and continue to believe that D Pod would the safest and most appropriate placement for Christa. We also always remain open to discussing housing Christa elsewhere on the compound in the general population if that would be easier or preferable for DJRC staff, which Warden Clark and TDOC could do at their discretion.

Second, we are still waiting to hear about TDOC's denial of the medication, gabapentin, that Christa's nurse practitioner at DJRC ordered for her. Will TDOC approve this medication? If not, what is TDOC's reason for denying care that her treating provider thinks she needs? Christa is experiencing debilitating nerve pain in her arms and hands from TDOC's actions in the lethal injection attempt, and this pain is not being treated effectively. Rather than authorize the NP-prescribed medication for nerve pain, we understand TDOC has instead put Christa on opioids (Lortab, Percocet, and/or oxycodone.) Not only is this not effectively alleviating her nerve pain, but it is also frankly surprising to us that TDOC would push an inmate onto opioids when a non-opioid alternative is available and indeed was ordered. If there is a medical reason that a TDOC clinician or pharmacist overruled the gabapentin order, such as a contraindication that the DJRC NP failed to address, Christa is seeking to understand that so that she can consider how to move forward with pain management.

Third and relatedly, we previously requested that TDOC refrain from using wrist shackles because they are exacerbating Christa's untreated nerve pain in her arms and hands. Is TDOC willing to make this accommodation? Alternatively, why are soft wrist restraints insufficient?

Finally, we wanted to follow up regarding returning Christa's spiritual advisor to his prior schedule of visiting on Monday and Wednesday afternoons. We understand his schedule had been something similar to that for a while, not only in the weeks immediately preceding the execution attempt. Is TDOC willing to return to this schedule? If not, why not?

We look forward to receiving your response. We can make ourselves available for a call to discuss if that would be helpful, but we wanted to send these questions again in writing so that you can confer with your client about where TDOC stands on each issue.

Thank you,
Hannah


Hannah Webber
Counsel

Bass, Berry & Sims PLC
21 Platform Way South, Suite 3500 • Nashville, TN 37203
(615) 742-7839 phone
hannah.webber@bassberry.com • www.bassberry.com

From: Webber, Hannah E.
Sent: Thursday, October 15, 2026 3:56 PM
To: 'Samantha Morris' <Samantha.Morris@ag.tn.gov>; Will Ayers <Will.Ayers@ag.tn.gov>; Cody N. Brandon <Cody.Brandon@ag.tn.gov>
Cc: Bergman, Angie L. <ABergman@bassberry.com>; Matthew P. Dykstra <Matthew.Dykstra@ag.tn.gov>; Roark, Brian <BRoark@bassberry.com>
Subject: RE: Christa Pike

Samantha,

Thanks for confirming you are working on these items. In the meantime, we learned today that the nurse practitioner treating Christa ordered gabapentin for the nerve pain she is experiencing in her hands/arms. Unfortunately, someone "downtown" denied this. We have serious concerns about administrators overruling the clinical recommendations of medical providers. We don't yet know the extent of the nerve damage Christa seems to have sustained from the failed execution, but she is still in significant pain, which is being aggravated by TDOC's current use of wrist shackles and denial of appropriate pain medication (I believe Christa is allergic to opiates, limiting her options).

Please confirm that TDOC will authorize the medical treatment her providers are requesting, and that TDOC will forego wrist shackles or at least use soft restraints while she is recovering from the injuries to her hands and arms.

Thank you,
Hannah

<image002.png>
Hannah Webber
Counsel

Bass, Berry & Sims PLC
21 Platform Way South, Suite 3500 • Nashville, TN 37203
(615) 742-7839 phone
hannah.webber@bassberry.com • www.bassberry.com

From: Samantha Morris <Samantha.Morris@ag.tn.gov>
Sent: Thursday, October 15, 2026 9:47 AM
To: Roark, Brian <BRoark@bassberry.com>; Will Ayers <Will.Ayers@ag.tn.gov>; Cody N. Brandon <Cody.Brandon@ag.tn.gov>
Cc: Bergman, Angie L. <ABergman@bassberry.com>; Webber, Hannah E. <hannah.webber@bassberry.com>; Matthew P. Dykstra <Matthew.Dykstra@ag.tn.gov>
Subject: RE: Christa Pike

Brian,

Thank you for following up. We will discuss these requests/concerns with our client and get back to you as soon as possible.

Best,

Samantha Morris | Assistant Attorney General
Law Enforcement and Special Prosecutions Division
Office of Tennessee Attorney General
P. O. Box 20207, Nashville, TN 37202
p. 615-741-4469
Samantha.Morris@ag.tn.gov

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From: Roark, Brian <BRoark@bassberry.com>
Sent: Wednesday, October 14, 2026 6:34 PM
To: Will Ayers <Will.Ayers@ag.tn.gov>; Cody N. Brandon <Cody.Brandon@ag.tn.gov>; Samantha Morris <Samantha.Morris@ag.tn.gov>
Cc: Bergman, Angie L. <ABergman@bassberry.com>; Webber, Hannah E. <hannah.webber@bassberry.com>
Subject: RE: Christa Pike

All,

I am following up on my previous email about where Christa will be housed after being released from the infirmary. We previously had asked that she be housed in Unit 3 A Pod. We now understand that Medical Temps housing recently has been set up in D Pod, where individuals with higher medical needs stay on an as-needed basis. Christa has been in discussion with Warden Clark and her Unit Manager about where she will go when she is released from the infirmary, and she remains concerned about returning to B Pod with the group being currently housed there. We share that concern. Given her physical condition, D Pod seems appropriate for balancing her medical needs and safety without putting her back in isolation, and we ask she be housed there after release from the infirmary. We are happy to work with Warden Clark directly to effectuate this at his discretion, if that would be helpful.

Relatedly, to the extent DJRC keeps Christa in the infirmary much longer, we are concerned about her isolation there. The place she is staying is quite out of the way, and we are concerned for her mental health with the lack of support from familiar nurses and staff members from Unit 3. We overall have significant concerns regarding Christa obtaining immediate and long-term mental health services given the psychological strain of the attempted execution.

Additionally, Ms. Pike wants to repurchase some items that she previously gave away before her attempted execution (such as clothes). There is a weekly cap on purchases from Union Supply that is creating a barrier to that. She would appreciate if Warden Clark would approve an exception and allow a person from her support team (such as Shannon) to make a one-time larger purchase.

Finally, we understand Ms. Hayes has told Ms. Pike's spiritual advisor he can only visit on Monday evenings and weekends. What is the reason for the change in approval? We would request that he be approved to return to his previous visitation schedule. We understand that spiritual advisors at RMSI don't have scheduling restrictions like this.

Please let me know if helpful to discuss.

Thanks,
Brian

From: Will Ayers <Will.Ayers@ag.tn.gov>
Sent: Friday, October 9, 2026 3:45 PM
To: Roark, Brian <BRoark@bassberry.com>; Cody N. Brandon <Cody.Brandon@ag.tn.gov>; Samantha Morris <Samantha.Morris@ag.tn.gov>
Cc: Bergman, Angie L. <ABergman@bassberry.com>; Webber, Hannah E. <hannah.webber@bassberry.com>
Subject: RE: Christa Pike

Brian, Ms. Pike has just been transferred to DJRC, where she'll receive medical care in the infirmary until further notice. Feel free to request a legal visit through Warden Clark (Jordan.L.Clark@tn.gov), copying Brittany Hayes (Brittany.N.Hayes@tn.gov) and Dan Petrey (Daniel.K.Petrey@tn.gov).

From: Roark, Brian <BRoark@bassberry.com>
Sent: Friday, October 9, 2026 3:22 PM
To: Will Ayers <Will.Ayers@ag.tn.gov>; Cody N. Brandon <Cody.Brandon@ag.tn.gov>; Samantha Morris <Samantha.Morris@ag.tn.gov>
Cc: Bergman, Angie L. <ABergman@bassberry.com>; Webber, Hannah E.

<hannah.webber@bassberry.com>
Subject: RE: Christa Pike

Will,

I have not heard further from you so am checking back. We understand that Ms. Pike may have been discharged. From visiting with Ms. Pike today, in addition to the items noted in my original email below, Ms. Pike continues to be in a weakened state which will need to be attended to during transfer and upon arrival at a new location. Her arms are more swollen than yesterday. She is struggling to lift her arms and to grip. She is drinking but only with a straw and will need assistance lifting the straw to her lips. She will need assistance walking. She is experiencing mental anguish from reliving the execution and in need of a mental health consult.

In addition to providing appropriate care, please immediately notify us when she has been transferred so that we can schedule a legal visit. I would appreciate your prompt response.

Brian
615-742-7753

From: Will Ayers <Will.Ayers@ag.tn.gov>
Sent: Friday, October 9, 2026 11:29 AM
To: Roark, Brian <BRoark@bassberry.com>; Cody N. Brandon <Cody.Brandon@ag.tn.gov>; Samantha Morris <Samantha.Morris@ag.tn.gov>
Cc: Bergman, Angie L. <ABergman@bassberry.com>; Webber, Hannah E. <hannah.webber@bassberry.com>
Subject: RE: Christa Pike

Brian, we've received your request and will discuss it with TDOC today. TDOC is actively assessing safety and medical needs before, during, and after any transfer. We'll follow up with you when we get information responsive to your request.

Will Ayers
Assistant Attorney General
Office of the Tennessee Attorney General
Law Enforcement and Special Prosecutions Division
P.O. Box 20207
Nashville, TN 37202-0207
(615) 253-3856
will.ayers@ag.tn.gov

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From: Roark, Brian <BRoark@bassberry.com>
Sent: Thursday, October 8, 2026 10:07 PM
To: Jordan L. Clark <Jordan.L.Clark@tn.gov>; Jen Brenner <Jen.Brenner@tn.gov>; Will Ayers

<Will.Ayers@ag.tn.gov>; Donna Green <Donna.Green@ag.tn.gov>
Cc: Bergman, Angie L. <ABergman@bassberry.com>; Webber, Hannah E. <hannah.webber@bassberry.com>
Subject: Christa Pike

All,

I'm writing on behalf of our client, Christa Pike, about her housing placement following discharge from the hospital. We ask that, on discharge, Ms. Pike be placed in A Pod, which houses several older women with medical conditions. Given her current health, we believe A Pod is the most appropriate placement for her.

Ms. Pike has spent the last week in critical condition in the Medical Intensive Care Unit. Her health is thankfully improving substantially, but she remains weak, takes multiple medications, and is emotionally fragile. Her recovery depends on a stable, quiet setting that can accommodate her physical limitations. She will also require ongoing mental health services to address the substantial psychological harm caused by the State's execution attempt. We expect that she will continue to receive appropriate care in an appropriate setting when she returns to DJRC.

Her prior pod is not that setting. In B Pod, she was housed with individuals with punitive issues and people with dangerous psychological conditions, in an environment that was constantly changing and disruptive. Sending her back to those conditions so soon after a critical medical episode would put her recovery at serious risk. A Pod offers a far more stable, quiet and appropriate environment, alongside women whose medical needs and circumstances are more like her own.

We also ask that Ms. Pike not be placed in isolation. Isolating her entirely would not protect her health. It would only deepen the psychological harm she has already suffered and would undermine the progress she has made. A Pod meets her medical needs while still giving her appropriate social contact.

Please confirm that the Department will place Ms. Pike in A Pod when she is discharged. Given that her discharge may occur in the next several days, we would appreciate your prompt response. We are glad to talk at your earliest convenience if that would help resolve this request.

Thank you for your attention to this matter.

-Brian

<image002.png>
Brian Roark
Member

Bass, Berry & Sims PLC
21 Platform Way South, Suite 3500 • Nashville, TN 37203
615.742.7753 phone • 615.260.5224 cell
broark@bassberry.com • www.bassberry.com
bio • map

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EXHIBIT 2

Letter from Angela Bergman to the Office of the Tennessee Attorney General and the Tennessee Department of Correction re Notice of Breach of Settlement Agreement (October 28, 2026)

BASS BERRY SIMS PLC

Angela Bergman
ABergman@bassberry.com
+1 (615) 742-7738

October 28, 2026

Via Email and Overnight FedEx
Donna Green, Assistant Attorney General
Will Ayers, Assistant Attorney General
Tennessee Attorney General and Reporter
Law Enforcement and Special Prosecutions Division
P.O. Box 20207
Nashville, Tennessee 37202

Tenn. Dept. of Correction
Rachel Jackson Building, 6th Floor
320 6th Avenue North
Nashville, TN 37243

Re: Christa Pike v. Lisa Helton, et al., No. 3:22-cv-00537 (M.D. Tenn.) — Notice of Breach of Settlement Agreement and Request to Confer Under Local Rule 7.01(a)(1)

Counsel:

We write on behalf of our client, Christa Gail Pike, under Paragraph 19 of the Settlement Agreement executed by the Parties in September 2024 (the "Agreement"). This letter gives formal written notice that Defendants are in breach of the Agreement, including without limitation Paragraphs 25, 27, 31, and 35. We also request a conference under Local Rule 7.01(a)(1) of the Local Rules of Court for the United States District Court for the Middle District of Tennessee before Ms. Pike files a motion to enforce the Agreement.

Defendants have been on notice of these issues since at least October 8, when we first raised the issue of Ms. Pike's anticipated isolation over email. Repeated efforts to cure these issues by agreement with your office have been unsuccessful and she has now been isolated for more than twenty days with no end in sight. We ask to meet and confer by telephone or videoconference on Thursday, October 29, 2026, or no later than noon on Friday, October 30, 2026. As we proposed on October 27, we welcome Warden Clark's participation to address the medical services available on the Unit.

As we have continued to state, we would much prefer to resolve this cooperatively and quickly, for Ms. Pike's sake. Given the ongoing harm to her, however, we cannot wait beyond Friday.

Sincerely,

Angela Bergman
Counsel

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE NASHVILLE DIVISION

CHRISTA PIKE,	)	
Plaintiff,	)	**No. 3:22-cv-00537**
v.	)	**District Judge Crenshaw**
	)	
FRANK STRADA, et al.,	)	
Defendants.	)	

DECLARATION OF CHRISTA GAIL PIKE IN SUPPORT OF EMERGENCY MOTION TO ENFORCE SETTLEMENT AGREEMENT

I, Christa Gail Pike, declare as follows:

1. My name is Christa Gail Pike. I am over eighteen years of age and competent to make this Declaration. I am the Plaintiff in this action. I make this Declaration based on my own personal knowledge.
2. I am incarcerated by the Tennessee Department of Correction ("TDOC") at the Debra K. Johnson Rehabilitation Center ("DJRC") in Nashville, Tennessee.
3. I submit this Declaration in support of my Emergency Motion to Enforce Settlement Agreement.
4. I am the only woman under a sentence of death in Tennessee. Because of my sentence, TDOC previously applied its Mandatory Segregation Policy, TDOC Policy 404.11, to me. That policy requires inmates under a sentence of death to be segregated from inmates who are not. Because I am the only woman under a death sentence, the policy has meant that I was segregated from every other inmate until this case was settled. As a part of the settlement in this case, the TDOC Commissioner granted me a waiver of the Mandatory Segregation Policy.
5. I spent twenty-eight years in solitary confinement. Before this lawsuit, I lived in B-Pod of Unit III at DJRC, kept isolated from anyone else. Though I had been classified as Level A under TDOC Policy 503.03, the least restrictive level, since June 2022, I was not given access to the group activities or social interaction that Level A allows.
6. Decades of isolation have taken a severe toll on my mental, emotional, and physical health. I have experienced lasting psychological harm and trauma from solitary confinement.
7. On July 15, 2022, I filed this lawsuit. After discovery and settlement negotiations, I entered into a Settlement Agreement with Defendants in September 2024.
8. On September 30, 2026, the State attempted to carry out my execution.
9. During the attempt, personnel tried and failed several times to place an IV line. These attempts were extraordinarily painful and terrifying.
10. I was then administered two lethal doses of pentobarbital, but I survived.
11. I was taken to a hospital by ambulance, where I was placed on a ventilator. I was on the ventilator for multiple days and slowly regained consciousness.

12. I continue to suffer severe injuries from the failed execution. At the very minimum, this includes severe burns, nerve damage, difficulty sleeping, and severe psychological trauma. I do not know the full extent of my injuries, what long-term effects these injuries will have, or how permanent these injuries will be.

13. I was discharged from the hospital on October 9, 2026, and returned to DJRC. I have since returned to the hospital emergency department once but was not re-admitted for inpatient care.

14. Since I returned to DJRC, I have been held in isolation in the prison infirmary. I am separated from all other inmates. I have no meaningful human contact apart from limited staff and medical personnel, my spiritual advisor, and my legal team.

15. I am not allowed to take part in the group meals, group classes, lobby time, group religious services, work assignments, or shared recreation promised by the Individualized Plan. The only time I am allowed outside is when I am taken from the infirmary to my legal visits held in Unit III.

16. I have a roach-infested shower that I had to clean on my own, which puts me at a high risk of infection and further injury.

17. I have not agreed in writing, or in any other way, to give up any of my rights under the Settlement Agreement.

18. I remain physically weak and disabled because of the injuries I suffered during and after the execution attempt. I have difficulty using my arms and hands, am experiencing debilitating pain, and have substantial wounds on both arms that are in the healing process. I am currently undergoing wound care, treatment for nerve pain, remote physical therapy, and other treatment for the injuries that the State caused.

19. I was previously housed in a pod within Unit III with close custody inmates. This pod houses inmates with significant histories of assaults and disciplinary problems. In my two years living in this pod after entering into the settlement, I witnessed multiple assaults by close custody inmates of other inmates and guards, multiple individuals who were undergoing acute psychological breakdowns, and significant danger. The number of inmates assigned to this most restrictive area has generally decreased over the last few years, so the majority of these individuals are currently living elsewhere on the DJRC compound and not back in the maximum security unit, meaning they would need to be moved into the much more restrictive Unit III for this plan to be accomplished. Moving close custody inmates from the compound to Unit III where they have substantially less freedom would cause them to be angry with and target me as the reason that happened to them.

20. In my current physical condition, I could not defend myself or get away if another inmate attacked me. I am afraid that I will be seriously hurt if I am moved to that pod while I am this weak.

21. This renewed isolation, coming right after the execution attempt and after twenty-eight years of solitary confinement, is causing me serious psychological harm and trauma.

22. Each day I remain in isolation adds to that harm.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 10/29/, 2026, at Nashville, Tennessee.

Christa Pike

Christa Gail Pike
TDOC No. 261368

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

CHRISTA PIKE,	)	
	)	
Plaintiff,	)	**No. 3:22-cv-00537**
	)	
v.	)	**District Judge Crenshaw**
	)	
FRANK STRADA, JOE MOORHEAD, TAUREAN JAMES, TERRY BARLOW, ASHLEE WHEELER, and JACQUELINE WILSON, each in their Official capacities,	)	
	)	
Defendants.	)	

[PROPOSED] ORDER GRANTING PLAINTIFF'S EMERGENCY MOTION TO ENFORCE SETTLEMENT AGREEMENT

Pending before the Court is Plaintiff Christa Pike's Emergency Motion to Enforce Settlement Agreement (Doc. No. ___). Pursuant to the Court's retained jurisdiction under Paragraphs 21 and 34 of the Parties' Settlement Agreement and its inherent authority to enforce settlement agreements, and for good cause shown, the Motion is GRANTED. It is ORDERED that Defendants shall:

1. Immediately cease the indefinite isolation of Ms. Pike and restore the conditions of the Individualized Plan set forth in Section B of the Settlement Agreement to the fullest extent consistent with her personal safety and documented medical needs; and
2. File a notice of compliance within [seven] days of entry of this Order.

It is so ORDERED.

_____
Waverly D. Crenshaw, Jr.
UNITED STATES DISTRICT JUDGE