

**STIPULATION AND SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASE OF ALL CLAIMS**

THIS Stipulation and Settlement Agreement and General Release of All Claims (the "Agreement") is entered into between JOSEPH SAWCHUCK, ("Sawchuck") RICHARD SPENCER ("Spencer"), KEN JENNE (and any successors) in his official capacity as SHERIFF OF BROWARD COUNTY d/b/a BROWARD SHERIFFS OFFICE (herein "BSO") and BROWARD COUNTY, FLORIDA, a Political Subdivision (each of the foregoing collectively referred to as the "Parties"), on this ___ day of February, 2008.

WHEREAS, Sawchuck and Spencer (herein "Plaintiffs") have sued BSO and BROWARD COUNTY, FLORIDA (herein "Defendants") in the above styled case, on behalf of themselves and other similarly situated individuals; (herein "Lawsuit") and,

WHEREAS, the Defendants have denied any liability in the aforesaid lawsuit; and,

WHEREAS, the Parties now wish to settle any and all claims asserted, or which could be asserted,¹ in the Lawsuit.

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing recitals are true and correct.
2. BSO shall pay \$1,500 (FIFTEEN HUNDRED DOLLARS) each to Plaintiffs Sawchuck and Spencer, and \$2,000 (TWO THOUSAND DOLLARS) to the Plaintiffs' attorneys, for settlement of any and all claims, including claims for attorney's fees and costs, which have been or could have been asserted in the above referenced action.

¹ This agreement shall not be construed to affect the Defendants' ability or right to seek indemnification or

3. As additional consideration, the Plaintiffs agree to dismiss, with prejudice and with each party to bear their own attorney's fees and costs, the claims they have asserted against the Defendants in the above referenced action. The successful dismissal of the claims asserted by the Plaintiffs in the above referenced action shall operate as a condition precedent to this settlement agreement and the settlement funds shall be due to be tendered to counsel for the Plaintiffs within five days of successfully dismissing the claims.

4. In return for the amounts paid, Sawchuck and Spencer (collectively "First Parties"), do fully and completely release and forever discharge BSO and Broward County, Florida, their present and former, representatives, officers, agents, attorneys, affiliated entities, officials, employees, servants, insurers, assigns, predecessors, and/or successors in interest, (collectively "Second Parties") of and from all manner of actions, suits, claims and demands whatever, whether known or unknown, accrued or unaccrued, which the First Parties ever had against the Second Parties, now have or may hereafter have in the future, whether known or unknown, accrued or unaccrued, for or by reason of any cause, matter or thing whatsoever to the date of these presents from any claims arising out of the events and claims asserted by either First Party in the Lawsuit.

5. The Parties acknowledge and stipulate that the compromise and settlement which forms the basis of this Agreement has been arrived at after thorough bargaining and negotiation, and represents a final, mutually agreeable compromise of the matters provided herein. Any controversy over the construction of this Agreement shall be decided neutrally, in light of its conciliatory purposes, and without regard to the events of authorship or negotiation.

6. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement and the obligations of the

contribution from any third parties to this agreement, including but not limited to T-Netix, Inc.

Parties to this Agreement shall not be assignable or transferable by any party hereto without the prior written consent of the other parties hereto, which consent will not be unreasonably withheld.

7. This Agreement constitutes the entire and integrated Agreement among the Parties hereto and sets forth all promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, understandings, inducements, conditions and agreements, express or implied, or written with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, altered, or supplemented except by written instruments signed by all of the parties to this Agreement.

8. The Parties to this Agreement acknowledge that they have signed the Agreement only after due consideration and consultation with their respective attorneys, that the parties and their counsel were not fraudulently induced, coerced, or intimidated to sign this Agreement, and that in signing the Agreement, the Parties and their counsel have not relied upon any oral or written statements or acts made by any other party other than as expressly set forth in this Agreement.

9. This Agreement shall be governed by the laws of the State of Florida without regard to Florida's Choice of Law provisions or reference to any other state laws.

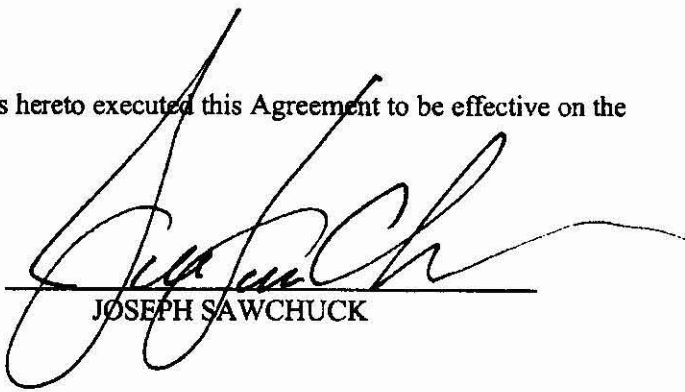
10. Nothing in this Agreement constitutes an admission, declaration, or other evidence of the rights or liabilities of any person or entity. The Parties expressly deny any liability for this matter and are making this settlement only to buy peace.

11. The failure of any Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance

or waiver had occurred.

12. This Agreement may be executed in one or more counter-parts, each of which shall be deemed to be an original instrument if properly attested, but all such counter-parts together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement to be effective on the date set forth above.



JOSEPH SAWCHUCK

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of February, 2008, by JOSEPH SAWCHUCK who is personally known to me or who has produced (type of identification) _____ as identification and who did take an oath.




Notary Public
My Commission Expires: 12/28/09

Richard Spencer
RICHARD SPENCER

STATE OF FLORIDA

COUNTY OF WAKULLA


The foregoing instrument was acknowledged before me this 19th day of February, 2008, by RICHARD SPENCER who is personally known to me or who has produced (type of identification) State ID Card as identification and who did take an oath.

Notary Public
My Commission Expires:


Provided to Wakulla

FEB 19 2008

For mailing RS

NOTARY PUBLIC - STATE OF FLORIDA
 Yolanda Knighton
Commission # DD620523
Expires: DEC. 06, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Yolanda Knighton



On behalf of BROWARD COUNTY, FLORIDA

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of February, 2008, by Larry Williams who is personally known to me or ~~who has produced~~ (type of identification) _____ as identification and who did take an oath.

Notary Public Carol DeLima
My Commission Expires: 3/6/2010

NOTARY PUBLIC-STATE OF FLORIDA
 Carol DeLima
Commission # DD525453
Expires: MAR. 06, 2010
Bonded Thru Atlantic Bonding Co., Inc.