

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made as of the last date indicated below by and between NEIL J. GILLESPIE (referred to herein as “GILLESPIE”) and KRISTY E. SCHOUWEILER, President, FIRST-CHOICE COURT REPORTING SERVICES, INC. (referred to herein as “FIRST-CHOICE”).

RECITALS

WHEREAS, this matter involves a billing dispute with the FIRST-CHOICE account of The Law Office of Robert W. Bauer, PA (referred to hereinafter as the “Account”) and GILLESPIE, wherein FIRST-CHOICE failed to properly credit GILLESPIE for money he paid on the Account.

WHEREAS, the Parties to this Agreement desire to compromise and settle any and all matters and things in controversy between them in connection with the billing dispute on the following terms and conditions.

AGREEMENT AND RELEASE

For and in consideration of the mutual promises made herein, and other good and valuable consideration, it is mutually agreed by and between the Parties as follows:

1. On or about October 31, 2007, GILLESPIE ordered the following three transcripts from FIRST-CHOICE on a cash basis, for a total of \$727.50. FIRST-CHOICE did not process the order until November 6, 2007, necessitating expedited service. GILLESPIE paid FIRST-CHOICE a deposit in advance in the amount of \$425.00 by credit card on November 6, 2007, with a balance due of \$302.50 upon competition.

Invoice # 49912: \$376.75

Invoice # 49914: \$161.00

Invoice # 49915: \$189.75

2. On or about November 13, 2007, GILLESPIE authorized payment in advance by credit card to FIRST-CHOICE for the \$302.50 balance, and FIRST-CHOICE provided GILLESPIE the completed transcripts. Unknown to GILLESPIE at the time, FIRST-CHOICE failed to properly process his \$302.50 credit card payment and was not paid.

3. On or about November 19, 2007, GILLESPIE notified FIRST-CHOICE that the transcript for job # 64457 contained 24 errors. On or about November 26, 2007, FIRST-CHOICE told GILLESPIE it was sending the corrected version. A month later FIRST-CHOICE failed to send the corrected version, and GILLESPIE sent FIRST-CHOICE a letter by certified mail dated December 26, 2007. In the letter GILLESPIE

Settlement Agreement and Release, FIRST-CHOICE and GILLESPIE

objected to paying the expedited fee of \$25.20 because the transcript was late. FIRST-CHOICE provided the corrected transcript to GILLESPIE on or about January 3, 2008.

4. On or about March 31, 2008, The Law Office of Robert W. Bauer, PA, submitted invoices on the Account to GILLESPIE demanding \$811.18. The amount was overstated by \$533.88. On or about April 8, 2008, GILLESPIE notified The Law Office of Robert W. Bauer, PA, that he was on a cash basis with FIRST-CHOICE and that he had paid in advance for the invoices. On or about April 10, 2008, GILLESPIE emailed a receipt for \$425.00 paid to FIRST-CHOICE to The Law Office of Robert W. Bauer, PA.

5. By way of invoice dated April 17, 2008, FIRST-CHOICE submitted charges to the Account on behalf of GILLESPIE for \$822.10. The charges were overstated by \$544.80.

6. On or about June 5, 2008, The Law Office of Robert W. Bauer, PA, acknowledged that GILLESPIE paid \$425.00 and demanded an additional balance of \$397.10 be paid to FIRST-CHOICE. The balance was overstated by \$119.80. On or about June 25, 2008, GILLESPIE notified The Law Office of Robert W. Bauer, PA, that the balance demanded was not correct.

7. On or about June 27, 2008, GILLESPIE, FIRST-CHOICE, and The Law Office of Robert W. Bauer, PA, determined during a series of communication ending on or about July 3, 2008, that the correct balance due on the Account was \$277.30, which included a \$25.20 deduction for removal of the expedited fee on job # 64457 that contained 24 errors and was late. The balance of \$277.30 was calculated as follows:

Invoice # 49912:	\$376.75
Invoice # 49914:	\$161.00
Invoice # 49915:	\$189.75
sub-total:	\$727.50
	-\$425.00 Nov-06-07 credit card payment by GILLESPIE
	<u>-\$25.20</u> removal of expedited charges for late transcript, job#64457
balance due:	\$277.30

8. In the interest of resolving the billing dispute, GILLESPIE agrees to pay the balance of \$277.30 on the Account within ten (10) business days upon receipt by GILLESPIE of this Settlement Agreement and Release executed by KRISTY E. SCHOUWEILER, President of FIRST-CHOICE.

9. Upon receipt of the payment described in paragraph 8 above, FIRST-CHOICE shall agree that the Account is paid in full.

10. FIRST-CHOICE hereby RELEASES, ACQUITS, and FOREVER DISCHARGES, and by these presents does for themselves, their legal representatives, agents, administrators, executors, successors and assigns, RELEASE, ACQUIT, and

FOREVER DISCHARGE GILLESPIE and, including all other persons for whose conduct he may be liable, from all existing and future damages and remedies which have accrued or may ever accrue (including, but not limited to, all claims, demands, and causes of action of any nature, whether in contract or in tort, at law or in equity, or arising under or by virtue of any statute or regulation or judicial reason) arising under or alleged or by virtue of the billing dispute or arising under or by virtue of the Account that are now recognized by law or that may be created or recognized in the future, for resulting past, present, and future contract damages, intentional and/or malicious conduct, actual and/or constructive fraud, statutory and/or common law fraud, misrepresentations of any kind and/or character, libel, slander, defamation, negligence, gross negligence and for all other losses, damages and/or remedies of any kind and/or character including, without limitation, all actual damages, all exemplary and punitive damages, all attorney's fees, and all penalties of any kind.

11. GILLESPIE hereby RELEASES, ACQUITS, and FOREVER DISCHARGES, and by these presents does for himself, his legal representatives, agents, administrators, executors, successors and assigns, RELEASE, ACQUIT, and FOREVER DISCHARGE FIRST-CHOICE, including their agents, employees, officers, directors, shareholders, related entities, affiliates, parent companies, subsidiaries, insurers, attorneys, and all other persons, firms and corporations for whose conduct they may be liable, from all existing and future damages and remedies which have accrued or may ever accrue arising under or alleged or by virtue of the billing dispute or arising under or by virtue of the Account that are now recognized by law or that may be created or recognized in the future, for resulting past, present, and future contract damages, intentional and/or malicious conduct, actual and/or constructive fraud, statutory and/or common law fraud, misrepresentations of any kind and/or character, libel, slander, defamation, negligence, gross negligence and/or Deceptive Trade Practices-Consumer Protection Act damages, and for all other losses, damages and/or remedies of any kind and/or character including, without limitation, all actual damages, all exemplary and punitive damages, all attorney's fees, and all penalties of any kind.

12. FIRST-CHOICE for themselves, their heirs, administrators, insurers, legal representatives, successors, and assigns, expressly WARRANTS, COVENANTS, AGREES and REPRESENTS that it and they did not pledge, assign or otherwise in any manner whatsoever, sell or transfer either by instrument, in writing or otherwise, to any party not a signatory hereto, any right, title, or interest in the claims being asserted in the matter. FIRST-CHOICE agrees to indemnify and hold GILLESPIE harmless from any and all liabilities, claims, demands., costs, expenses, and attorney fees incurred by the other parties as a result of any person or entity asserting any claim or interest which is inconsistent with the representations, covenants, agreements, and warranties contained in the Paragraph.

13. The Parties expressly agree that it is the Parties' intent that the purpose of this Agreement is to resolve with finality any and all claims arising from the matters alleged,

or which might have been alleged, with regard to the subject matter of the billing dispute and Account, so that the assertion of any such claim by either party against the other party and/or the other party's property would be forever barred by this Agreement, and that this Agreement shall be binding and fully enforceable against the Parties' successors, assigns, heirs, estates, executors, administrators, and legal representatives.

14. The Parties further expressly warrant and represent to each other, as part of the consideration for the execution of this Agreement, that before executing this Agreement, each of them has fully informed themselves of the terms, contents, conditions, and effect of this Agreement.

15. The terms of this Agreement are contractual and not mere recitals.

16. Nothing contained in this Agreement shall be deemed, or in any way construed to be an admission or any liability by any party to this matter. The Parties agree that this Agreement is being executed for the purpose of settlement of disputed claims.

17. The Agreement constitutes the entire agreement between the Parties, and no other obligations exist between the Parties except those described herein. No provision hereof shall be amended, modified or waived except by an express writing duly signed by the party against whom such amendment, modification, or waiver is asserted.

18. Any notice or correspondence desired to be given in connection with this Agreement shall be given by United States First Class Mail, postage prepaid and addressed as follows:

If to FIRST-CHOICE:

Kirsty E. Schouweiler, President
First-Choice Reporting Services, Inc.
121 S. Orange Avenue, Suite 800
Orlando, FL 32801

If to GILLESPIE

Neil J. Gillespie
8092 SW 115th Loop
Ocala, Florida 34481

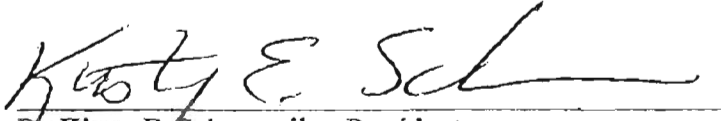
Any notice pursuant to this Agreement shall be deemed received three (3) days after deposit in the mail in accordance with this Paragraph.

Settlement Agreement and Release, FIRST-CHOICE and GILLESPIE

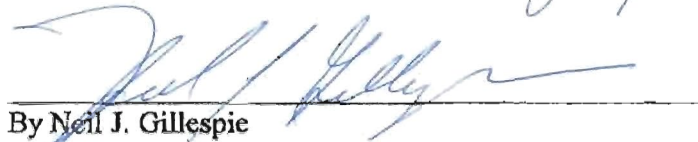
19. Any party may change its address for notice purposes by giving the other parties notice in the manner aforesaid.

IN WITNESS WHEREOF, intending to be forever bound hereby FIRST-CHOICE and GILLESPIE by the signatories below, have executed this Settlement Agreement and Release, on the dates set forth below.

Agreed to this 16 day of July, 2008.


By Kirsty E. Schouweiler, President
First-Choice Reporting Services, Inc.

Agreed to this 29th day of July, 2008.


By Neil J. Gillespie