

STRICTLY CONFIDENTIAL
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		:	
Jane Doe,		:	
	Plaintiff,	:	08-CV-90119
		:	(Southern District of Florida)
	-against-	:	
JEFFREY EPSTEIN,		:	<u>STIPULATION OF</u>
	Defendant.	:	<u>CONFIDENTIALITY</u>
-----X		:	

WHEREAS, plaintiff Jane Doe and defendant Jeffrey Epstein (“Epstein”) are presently engaged in discovery in the above-captioned civil action pending in the United States District Court for the Southern District of Florida;

WHEREAS, thirteen related civil actions are currently pending against defendant Epstein: (collectively with the above-captioned action, the “Related Pending Actions”). The Related Pending Actions are identified on Schedule A attached hereto;

WHEREAS, counsel in all Related Pending Actions shall be collectively referred to herein as (“Counsel”);

WHEREAS, Ghislaine Noelle Maxwell (“Maxwell”), a non-party, was served with a subpoena dated September 21, 2009 issued out of the United States District Court for the Southern District of New York (the “Subpoena”) to testify at a deposition in connection with the above-captioned matter;

WHEREAS, Maxwell has requested, and Counsel has agreed, that all aspects of her involvement in this matter, including but not limited to, the issuance of the Subpoena, the fact of

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Maxwell's appearance for deposition, and/or the substance of Maxwell's testimony is to be afforded the highest degree of confidentiality;

IT IS HEREBY STIPULATED AND AGREED as follows:

1. The deposition taken pursuant to the subpoena (the "Maxwell Deposition") will be Counsel's sole opportunity to examine Maxwell in connection with the Related Pending Actions. Failure of any Counsel to participate in the Maxwell Deposition shall waive that counsel's right to examine Maxwell in connection with any of the Related Pending Actions;
2. The Maxwell Deposition will be limited to one seven hour day and will be conducted at the offices of her counsel, Cohen & Gresser LLP, 100 Park Avenue, New York, NY;
3. Counsel will not examine, or attempt to examine, Maxwell with regard to her personal sexual conduct or her sexual relationship with defendant Jeffrey Epstein except to the extent that counsel has a good faith basis to believe that such conduct is directly related to criminal activity on the part of Jeffrey Epstein;
4. Counsel shall keep confidential and refrain from any public disclosure or dissemination whatsoever the transcript and/or any audio or videotape recording of the Maxwell Deposition. To the extent excerpts from or transcripts of the Maxwell Deposition are to be filed with any court in connection with any of the Related Pending Actions, Counsel must make best efforts to secure an order permitting the filing of those materials under seal. Counsel for Maxwell will be given notice of any such filing prior to Counsel seeking such a sealing order from the appropriate court. All parties acknowledge that should any of the Related Pending Actions against Jeffrey Epstein proceed to trial, the deposition video and/or transcript will likely be published to the jury in whole or part; nothing in this agreement shall prohibit such ordinary

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trial usage of Maxwell's deposition nor place any additional constraints on any party related to the usage of Maxwell's deposition in the trial.

5. Counsel shall keep confidential and refrain from any public comment or disclosure whatsoever (including but not limited to disclosure or comment to the press and/or media): (i) the fact that Maxwell has been subpoenaed for deposition in connection with the Related Pending Actions; (ii) the fact that Maxwell has appeared for deposition in the Related Pending Actions; (iii) any substance whatsoever of the Maxwell Deposition; or (iv) any other facts or opinions whatsoever referring to or referencing Maxwell in connection with the Related Pending Actions. This provision shall be construed as broadly as possible to expressly prohibit any public comment or disclosure (including but not limited to the press and/or media) by Plaintiffs' Counsel with regard to Maxwell or her involvement in this matter.

6. Upon the conclusion of each of the Related Pending Actions, all transcripts and/or any audio or videotape recordings of the Maxwell Deposition maintained in connection with the concluded Related Pending Action, shall be destroyed within thirty (30) days. Certification of destruction shall be provided to Maxwell's counsel within thirty (30) days of such destruction.

7. Plaintiffs' Counsel hereby acknowledges that any violation of the Terms and Conditions in Paragraphs 4 and 5 above (the "Confidentiality Provisions"), will result in irreparable harm to Maxwell. In the event of such violation, Counsel expressly agrees:

- a. That such a violation constitutes sanctionable conduct pursuant to the law, Federal Rules of Civil Procedure, and court rules of the United States District Court of the Southern District of New York;

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- b. To immediately undertake all efforts to prevent the further public dissemination of disclosures made in violation of the Confidentiality Provisions;
- c. That the Maxwell Deposition shall be rendered null and void, and cannot be used in any way in connection with the Pending Related Actions or any other litigation;
- d. That Maxwell may seek injunctive relief (including a Temporary Restraining Order), to prevent the use or further dissemination of the Maxwell Deposition, and that Maxwell will not be required to post a bond in connection with obtaining such relief; and
- e. To pay a liquidated damages to Maxwell upon Maxwell's prevailing in whole or in part in any action alleging a breach of this agreement equal to Maxwell's total legal fees and costs related to the Subpoena and/or Maxwell's involvement in the Related Pending Actions.

8. The United States District Court of the Southern District of New York shall have exclusive jurisdiction over all claims or disputes arising out of or related to this agreement. This agreement shall be interpreted in accordance with New York law, without regard to choice of law principles.

9. Nothing in this agreement shall serve to waive any substantive right provided by applicable law and/or the Federal Rules of Civil Procedure, and all signatories hereto expressly reserve all substantive rights with regard to the Maxwell Deposition. The parties hereto expressly reserve the right to seek Court intervention in aid of such substantive rights.

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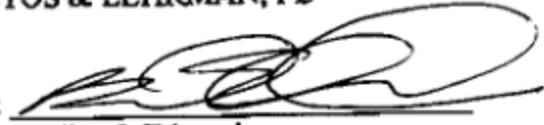
COHEN & GRESSER LLP

FARMER, JAFFE, WEISSING, EDWARDS,
FISTOS & LEHRMAN, PL

By: _____

Brett D. Jaffe
100 Park Avenue, 23rd Floor
New York, NY 10017
[REDACTED]

Attorneys for Ghislaine Noelle Maxwell

By: 

Bradley J. Edwards
425 N. Andrews Ave., Suite 2
Fort Lauderdale, FL 33301
[REDACTED]

Attorneys for Plaintiff Jane Doe

Dated:

Dated:

GARCIA LAW FIRM PA

By: _____

Isidro Manuel Garcia
224 Datura St., Suite. 900
West Palm Beach, FL 33401
[REDACTED]

Attorneys for Plaintiff Jane Doe II

Dated:

BURMAN, CRITTON, LUTTIER &
COLEMAN, LLP.

By: _____

Michael James Pike
303 Banyan Boulevard, Suite 400
West Palm Beach, Florida 33401

Attorneys for Plaintiff _____

Dated:

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