

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 08-80736-CIV-MARRA/MATTHEWMAN

JANE DOE 1 and JANE DOE 2,

Petitioners,

vs.

UNITED STATES OF AMERICA,

Respondent.

SETTLEMENT AGREEMENT

WHEREAS, Jane Doe 1 and Jane Doe 2 (“Petitioners”) and the United States of America (“Respondent”) (jointly referred to as “the parties”) have agreed that a fair, efficient, and cost effective resolution of this dispute would avoid the unnecessary expenditure of substantial resources to litigate the dispute and hereby stipulate to the adequacy of consideration exchanged; and

WHEREAS, the parties have negotiated in good faith and agreed that the best interests of all parties will be served by a settlement of this proceeding;

NOW, THEREFORE, in consideration of the mutual promises and recitals herein, the parties have agreed to settle the above-captioned case upon the following terms and conditions, intending to be legally bound, and agree as follows:

1. For purposes of this Agreement, the parties agree that the terms “Victim” and “Victims” refer to the persons listed in Sealed Appendix A, which is attached hereto.

The parties further agree that they shall take appropriate steps to keep Appendix A sealed and the identities of the Victims confidential in accordance with governing laws protecting the Victims' privacy.

2. Petitioners agree to dismiss with prejudice both the Petitioner (Docket Entry No. 1 in *Jane Doe 1, et al.* ■ *United States*, Case No. 08-80736-CIV-MARRA (S.D. Fla.), as may have been amended) and Case No. 08-80736-CIV-MARRA (S.D. Fla.) itself. Petitioners further agree to execute the Joint Stipulation of Dismissal with Prejudice that is attached hereto as Appendix B and which Petitioners herein agree that Respondent may file in Case No. 08-80736-CIV-MARRA (S.D. Fla.) as a joint filing of the parties. The Parties agree that the case shall be dismissed with prejudice, with each party bearing its own costs, fees, and expenses. Petitioners further agree that dismissal with prejudice of their claims is a final judgment on the merits.

3. Respondent agrees that the U.S. Attorney's Office for the Southern District of Florida ("the USAO-SDFL") and the Miami Field Office of the Federal Bureau of Investigation ("FBI-Miami"), will maintain, until December 31, 2018, the criminal investigative files and original evidence related to the investigation conducted by them in the Southern District of Florida of Jeffrey Epstein and his co-conspirators, notwithstanding any general rule or regulation allowing earlier destruction of evidence in closed matters. Should the USAO-SDFL or the FBI-Miami receive any properly served

federal grand jury subpoena, other appropriate law enforcement request, or federal court order to provide such evidence to a law enforcement agency, that evidence will be transferred or otherwise made available in accordance with governing federal laws and regulations.

4. If any Victim files a Freedom of Information Act (“FOIA”) or Privacy Act request upon the FBI seeking access to information related to FBI-Miami’s investigation of her particular victimization by Epstein, Respondent agrees that the FBI will respond promptly and will work with the Victim’s counsel to address issues of privacy and privilege in an attempt to avoid unnecessary litigation. Petitioners acknowledge and agree that, for purposes of responding to FOIA or Privacy Act requests, FBI-Miami may transfer any files that it is maintaining pursuant to paragraph 3 to the applicable FBI section that is responsible for handling FOIA and Privacy Act requests.

5. Following the filing of the stipulation of dismissal and the Court’s entry of an order of dismissal, Petitioners and any Victim will have the opportunity to attend a joint meeting with the current U.S. Attorney for the Southern District of Florida to express their concerns about the Epstein investigation and its resolution.

6. Respondent agrees not to oppose a motion filed by Petitioners seeking a hearing before United States District Judge Kenneth A. Marra in which Petitioners and any Victim may address the Court regarding the Epstein investigation and its resolution.

Should any Petitioner or Victim wish to submit a written statement to be read into the record by Petitioners' counsel at such hearing, Respondent agrees not to object to the use of a written statement in lieu of live testimony before the Court. Respondent agrees not to oppose motions to file such written statements with the Victims' names redacted and to redact from the hearing transcript the names of any Victims who may elect to address the Court in person, so long as an unredacted transcript is filed under seal.

7. Respondent agrees to forward the Petitioners' written proposed amendments to the "Attorney General Guidelines for Victim and Witness Assistance" and to the procedures for filing complaints with the Justice Department's Crime Victims' Rights Ombudsman (attached hereto as Appendix C) to the Office of the Deputy Attorney General at the U.S. Department of Justice and to forward Petitioners' written proposed amendments to the "U.S. Attorney's Manual" (attached hereto as Appendix D) to the Executive Office for U.S. Attorneys, all for consideration in revising and updating those documents and procedures.

8. The parties will file a joint motion to unseal Docket Entry ___ in *Jane Doe 1, et al. v. United States*, Case No. 08-80736-CIV-MARRA (S.D. Fla.), and a joint motion asking the Court to return to Respondent all documents previously submitted for *in camera* review.

9. Petitioners agree to release and hold harmless Respondent and its agents,

employers, representatives and other persons acting in or on its behalf, from any and all claims, actions, demands, damages, causes of action, suits and proceedings of whatever kind or description, that might now or hereafter exist on account of and in connection with any matters relating directly or indirectly to the Petition and above-captioned litigation. Each party shall bear its own costs, fees, and expenses incurred at all stages of these proceedings.

10. This Settlement Agreement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to Petitioners.

11. This is the entire agreement and understanding between Petitioners and Respondent. There are no other agreements, promises, representations, or understandings. This Agreement may not be amended except in writing.

EXECUTED this ____ day of May, 2016.

FOR PETITIONERS:

FARMER, JAFFE, WEISSING,
EDWARDS, FISTOS & LEHRMAN, P.L.

Bradley J. Edwards, Esq.



FOR RESPONDENT:

WIFREDO A. FERRER
UNITED STATES ATTORNEY

By: _____



Paul G. Cassell
S.J. Quinney College of Law at the
University of Utah



C.W., Individually
Petitioner Jane Doe 1

T.M., Individually
Petitioner Jane Doe 2