

**CONFIDENTIAL SETTLEMENT AGREEMENT  
AND RELEASE**

**THIS SETTLEMENT AGREEMENT AND RELEASE** are entered into this 20 day of February, 2013, by and between Manuel Gonzalez, of St. Thomas, Virgin Islands, (hereinafter individually and collectively referred to as "Releasor"), and, **L.S.J., LLC, LSJ Employees, LLC Islands Grounds, Inc.** all of St. Thomas, Virgin Islands and **Jeffrey Epstein**, (hereinafter referred to as "Releasee").

**WHEREAS, Releasor** has elected to settle his wrongful discharge action Case No. WD-061-12-STT and Releasee has agreed to file a notice of no objection with the Division of Unemployment regarding Releasor's unemployment claim Case No. 105-01-2012-STT,

**WHEREAS,** the parties to this Agreement desire to resolve and settle all aspects of the employment relationship between Releasor and Releasee arising out of or could have arisen out of these matters: and,

**WHEREAS,** the parties hereto desire that the terms, conditions, and negotiations involved in the resolution and settlement of the matters in controversy forever remain confidential and that absolutely no publicity or discussion be accorded the terms and conditions of this Agreement; and,

**WHEREAS,** the confidentiality of the terms, conditions, and negotiations of the resolution of this matter and this Agreement are deemed by the parties to be of the essence of this Agreement;

**NOW THEREFORE,** the parties hereto, in consideration of the premises set forth above and the mutual agreements and covenants hereinafter set forth, agree and consent as follows:

**Release of All Claims**

1. The Releasor hereby releases any and all civil actions or claims for damages, workman's compensation, wrongful discharge, or employment discrimination he may have against Releasee, including but not limited to WD-061-12-STT, arising from his employment with Releasor, and in consideration of the payment by Releasee called for under Section 2, hereof, Releasor for himself and for his predecessors, successors, legal representatives and assigns, knowingly releases and forever discharges Releasee and its predecessors, successors, members, managers, stockholders, directors, officers, agents, employees, legal representatives and assigns (the "Released Parties") from all liability with respect to such matters and from all claims and causes of action based in any manner on any employment relationship between the Releasor and any of the Released Parties.

The parties hereby agree to perform all acts and to execute all documents necessary to give full force and effect to the terms and intent of this Agreement. To that end, each party hereby irrevocably authorizes and directs that they will execute whatever documents are necessary to accomplish the intent of the parties hereto.

### Settlement Terms

2. In settlement of any and all legal issues and/or disputes associated with Releasor's employment with any of the Released Parties as described above, Releasee agrees to pay Twelve Thousand Dollars (\$12,000.00), simultaneous with the execution of this Agreement, without interest, payable on or by February 22, 2012 and Releasee shall file the notice of no objection in Unemployment Case No.105-01-2012-STT on or before February 20<sup>th</sup>, 2013.

*M6*

### Compromise of Disputed Claim

3. This Agreement is made in compromise of disputed claims between the parties and is intended to extinguish all rights and liability of the parties concerning any such claim. This Agreement is not to be construed as an admission of liability by Releasee.

Releasor hereby acknowledges and agrees that this agreement constitutes a general release of all claims he has or might have against any and all of the Released Parties, and Releasor further expressly waives and assumes the risk of any and all claims for damages which exist as of this date, even if the existence of those claims is not actually known or suspected by Releasor, whether because of ignorance, oversight, error, negligence, or otherwise, and of those claims which, if known, would materially affect his decision to enter into this Agreement.

### Waiver of Causes of Action

4. Releasor specifically recognizes that he is hereby discharging all of the obligations of the Released Parties arising from the above-mentioned dispute with the execution of this Agreement. Thereafter, Releasor shall never assert or pursue any claim or provide any testimony whatsoever arising from, pertaining to or based on the matters herein described or his employment with any of the Released Parties, unless said testimony is in relation to the pending unemployment case.

Releasor warrants and represents that no other persons or entities have or have had any interest in the claims, demands, allegations, or causes of action referred to in this Agreement except as specifically set forth herein, and that Releasor has the sole right and exclusive authority to execute this Agreement; and, Releasor warrants and represents that he has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action referred to in this Agreement.

### Confidentiality

5. Releasor agrees that all settlements and negotiations, the terms and condition under which the parties have settled these disputes, the amount paid by or on behalf of Releasee, and the

terms and conditions of this Agreement (except those of this confidentiality paragraph itself) shall remain absolutely confidential. Releasor agrees and covenants not to make known, discuss, or in any manner to disclose to any person or entity the terms and conditions of settlement or of this Agreement other than to state that, "The matter has been settled and the terms of the settlement are confidential." Provided, however, that this provision shall not be construed so as to prohibit the disclosure of financial information by Releasor to the Government. To the extent that Releasor is required to disclose this amount with the Division of Unemployment so that the unemployment compensation does not overlap Releasor shall be permitted to disclose under seal this information in order to ensure that he is not over compensated by the Division of Unemployment.

#### **Basis for Release**

6. The consideration stated herein is contractual and not a mere recital. Releasor executed and delivered this Release after being fully informed of its terms, contents and effect. Releasor has had the benefit of advice from counsel of his own choosing, and no compromise or representation of any kind other than those contained herein has been made to Releasor or anyone acting on behalf of Releasor. Releasor understands that this is a full, complete and final release, and that no money shall be paid to Releasor by Releasee as a result of the dispute or settlement described herein other than as specifically set forth herein.

#### **Entire Agreement**

7. This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the officers, agents, representatives, attorneys, successors, and assigns of each party.

Releasor acknowledges that he has read this Agreement, that he understands its terms, that he executes it voluntarily with full knowledge of its contents and significance, and that no compromise or representation of any kind other than that contained herein has been made to him by Releasee or any one acting on behalf of the Releasee. Releasor further acknowledges that this Agreement is executed freely, without duress or coercion on the part of the Releasor, agents, or representatives. Releasor represents that he has had an opportunity to discuss this Agreement with an attorney of his choosing before signing it.

**IN WITNESS WHEREOF**, the Releasor, Manuel Gonzalez, has executed this Agreement at St. Thomas, U.S. Virgin Islands, on this 20 day of February, 2013.

By:   
Manuel Gonzalez, Releasor

IN WITNESS WHEREOF, the Releasee, have executed this Agreement at St. Thomas,  
U.S. Virgin Islands, on this 21 day of February, 2013.

By: Christopher Allen Kroblin  
Christopher Allen Kroblin, Esquire  
Authorized agent for  
L.S.J., LLC  
LSJ Employees, LLC  
Islands Grounds, Inc. and  
Jeffrey Epstein

Acknowledged before me this 21<sup>st</sup> day of February, 2013  
by Christopher Allen Kroblin, Esq., as authorized agent.

Gina Marie Bryan

GINA MARIE BRYAN  
NOTARY Public NP 069-09  
COMMISSION EXPIRES 09/28/2013  
ST. THOMAS/ST. JOHN, USVI

1133

**KELLERHALS FERGUSON FLETCHER KROBLIN, LLP**

TRUST ACCOUNT  
9100 HAVENSIGHT, PORT OF SALE  
STE. 15, 16  
ST. THOMAS, VI S. VIRGIN ISLANDS 00802

**MCB** MERCHANTS  
COMMERCIAL  
BANK  
ST. THOMAS, VI 00802  
101-674-216



2/21/2013

PAY TO THE ORDER OF Manuel Gonzalez

\$ 12,000.00

Twelve Thousand and 00/100 \*\*\*\*\* DOLLARS

Manuel Gonzalez

MEMO

Settlement:

[REDACTED]

AUTHORIZED SIGNATURE

**KELLERHALS FERGUSON FLETCHER KROBLIN, LLP**  
**TRUST ACCOUNT**  
Manuel Gonzalez

2/21/2013

1133

Settlement

12,000.00

VI Trust/IOI,TA - Merc Settlement

12,000.00