

 **DRAFT**

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN AND
FOR DADE COUNTY, FLORIDA

CIRCUIT CIVIL SECTION 34
CASE NO. 2014-21348-CA-01

JEAN-LUC BRUNEL, individually;
and MC2 MODEL & TALENT
MIAMI, LLC,

Plaintiffs,

vs.

JEFFREY EPSTEIN;
TYLER McDONALD; and
TYLER McDONALD d/b/a YI.ORG,

Defendants.

**DEFENDANT, JEFFREY EPSTEIN'S PROPOSAL FOR SETTLEMENT
TO PLAINTIFF, MC2 MODEL & TALENT MIAMI, LLC**

Defendant, JEFFREY EPSTEIN, by and through his undersigned counsel, hereby serves this Proposal for Settlement upon Plaintiff, MC2 MODEL & TALENT MIAMI, LLC, pursuant to F.S. §768.79 and Florida Rule of Civil Procedure 1.442:

1. This Proposal is being made pursuant to F.S. §768.79 and Florida Rule of Civil Procedure 1.442.
2. This Proposal is made on behalf of Defendant, JEFFREY EPSTEIN.
3. This Proposal is being made to Plaintiff, MC2 MODEL & TALENT MIAMI, LLC.
4. This Proposal is directed to, and is intended to resolve, all claims, pled in the instant action (Case No. 14-21348 CA 01) including any and all claims for compensatory damages, interest, attorneys fees, and costs.

5. Plaintiff, MC2 MODEL & TALENT MIAMI, LLC, has not pled a claim for punitive damages against Defendant, JEFFREY EPSTEIN, individually, although this Proposal is intended to resolve all such claims if available.

6. Attorneys fees are not part of the legal claims brought by Plaintiff, MC2 MODEL & TALENT MIAMI, LLC, against Defendant, JEFFREY EPSTEIN, individually. However, this Proposal is intended to resolve all such claims if available.

7. The total amount of this Proposal is Five Thousand Dollars (\$5,000.00) to be paid by Defendant, JEFFREY EPSTEIN, to Plaintiff, MC2 MODEL & TALENT MIAMI, LLC.

8. The conditions of this Proposal are: (1) that Plaintiff, MC2 MODEL & TALENT MIAMI, LLC, shall execute and deliver to the undersigned counsel, the General Release, attached hereto, as Exhibit A; and (2) that Plaintiff, MC2 MODEL & TALENT MIAMI, LLC, shall, by and through his attorney, execute and deliver to the undersigned counsel the Stipulation For Dismissal With Prejudice, attached hereto, as Exhibit B.

9. This Proposal shall expire thirty (30) days from its service, unless withdrawn in writing prior to that date.

10. The acceptance of this Proposal must be in writing and must be an acceptance of the entire Proposal as outlined above.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to

Jean-Luc Brunel, individually, and MC2 Model & Talent Miami, LLC
vs. Jeffrey Epstein, et al
11th Judicial Circuit Case No. 2014-21348-CA-01
Jeffrey Epstein's Proposal for Settlement to MC2 Model & Talent Miami, LLC
Page 3

Joe Titone, Esq., Counsel for Plaintiffs, 621 S.E. 5th Street, Pompano Beach, FL 33061, E-Mail

[REDACTED] by E-Mail, this _____ day of September, 2015.

W. CHESTER BREWER, JR., P.A.
Attorneys for Jeffrey Epstein

[REDACTED]
[REDACTED] - Phone
[REDACTED] - Fax

E-Mail: [REDACTED]

By: _____
W. CHESTER BREWER, JR.
Florida Bar No. 261858

 **DRAFT**

GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

MC2 MODEL & TALENT MIAMI, LLC, for and in consideration of the sum of Five Thousand Dollars (\$5,000.00) lawful money of the United States of America, paid to it by **JEFFREY EPSTEIN**, the receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and by these presents does remise, release, acquit, and forever discharge **JEFFREY EPSTEIN**, as well as his heirs, survivors, executors, administrators, agents, assigns, and attorneys (hereinafter referred to as "Releasees"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which **MC2 MODEL & TALENT MIAMI, LLC**, ever had, now has, or may have against Releasees or hereafter can, shall or may have against Releasees, including, but not limited to, all claims for compensatory damages, punitive damages, penalties, interest, costs or attorney's fees, past, present, and future, and all other damages, without limitation, specifically arising out of that certain incident described more particularly in the action entitled JEAN-LUC BRUNEL, individually; and MC2 MODEL & TALENT MIAMI, LLC vs. JEFFREY EPSTEIN; TYLER McDONALD; and TYLER McDONALD d/b/a YLORG, 11th District Court Case No. 2014-21348-CA-01, in and for Miami-Dade County, Florida ("the Action").

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that Releasees deny liability therefore and intend merely to avoid litigation and buy peace.

E x A

EFTA00591497

It is understood and agreed that this General Release shall be construed, enforced and interpreted in accordance with the laws of the State of Florida and venue for any action to enforce or construe the General Release shall be Palm Beach County, Florida.

IN WITNESS WHEREOF, M2 MODEL & TALENT MIAMI, LLC, has hereunto set its hand and seal on this _____ day of _____, 2015.

Signed, sealed and delivered
in the presence of:

MC2 MODEL & TALENT MIAMI, LLC

By: _____

Witness

Printed Name and Title

STATE OF FLORIDA }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, personally appeared, _____,
on behalf of MC2 MODEL & TALENT MIAMI, LLC, who, upon being first duly sworn
according to law, deposes and says that he executed the foregoing General Release and that the
representations therein are true and correct to the best of his knowledge and belief.

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
2015.

Individually Personally Known _____ OR Produced Identification _____

Type and Number of Identification Produced: _____

My Commission Expires:

NOTARY PUBLIC
State of Florida at Large

 **DRAFT**

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN AND
FOR DADE COUNTY, FLORIDA

CIRCUIT CIVIL SECTION 34
CASE NO. 2014-21348-CA-01

JEAN-LUC BRUNEL, individually;
and MC2 MODEL & TALENT
MIAMI, LLC,

Plaintiffs,

vs.

JEFFREY EPSTEIN;
TYLER McDONALD; and
TYLER McDONALD d/b/a YI.ORG,

Defendants.

STIPULATION FOR DISMISSAL WITH PREJUDICE

COME NOW, the parties herein, by and through their undersigned attorneys, and show unto the Court that the parties hereto, Plaintiff, **MC2 MODEL & TALENT MIAMI, LLC**, and Defendant, **JEFFREY EPSTEIN**, individually, have agreed to amicably settle all claims brought in the above-styled cause.

WHEREFORE, the parties petition this Court for an Order dismissing the claims brought by Plaintiff, **MC2 MODEL & TALENT MIAMI, LLC**, against Defendant, **JEFFREY EPSTEIN**, with prejudice, each party to bear its own attorneys fees and costs. The parties further request that the Court retain jurisdiction over this case for a period of sixty (60) days to enforce the terms of the settlement.

JOE TITONE, ESQ.
Counsel for MC2 Model & Talent Miami, LLC
621 S.E. 5th Street
Pompano Beach, FL 33061
E-Mail: Joetitone708@comcast.net

W. CHESTER BREWER, JR., P.A.
Counsel for Jeffrey Epstein
250 S. Australian Ave., Suite 1400
West Palm Beach, FL 33401
E-Mail: wcblaw@aol.com

By: _____
JOE TITONE, ESQ.
Florida Bar No. 203882

By: _____
W. CHESTER BREWER, JR., ESQ.
Florida Bar No. 261858

Dated: _____

Dated: _____

Ex B

EFTA00591499