

May 5, 2009

SENT VIA FAX

Katherine W. Ezell, Esq.  
Podhurst Orseck, P.A.  
25 West Flagler Street, Suite 800  
Miami, FL 33130

Re: ██████████

Dear Kathy:

As per our discussion last week, I indicated that if we proceeded to settle the ██████ case, I needed some basic information such that I could discuss and confirm that we wish to proceed with settling Ms. ██████ case. While I will not have an opportunity to depose her, I will require that she provide in the form of an affidavit, such information is necessary to even consider resolution. While I know Bob's position is that he does not need to provide any information, that is not our position. I also am aware that you will be providing the information such that both can move forward with resolution.

I want you to understand, however, if neither the picture nor the information is consistent with the facts which she is alleging, we will not proceed to resolve this case. I am sending you a revised release, but the settlement is completely contingent upon our obtaining the below information and my confirming to you that we wish to proceed to resolve the case.

The following information needs to be provided in the form of an affidavit or summary which is then sworn to by Ms. ██████:

1. Name, address, date of birth, social security number;
2. How Ms. ██████ came to be at Mr. Epstein's home, i.e. the names and addresses of all individuals who contacted Ms. ██████, what was said, and the date said contact was made;
3. The date/dates Ms. ██████ came to Mr. Epstein's home;

4. How Ms. ██████ traveled to Mr. Epstein's home, i.e. friend, cab, etc., and the names and addresses of all individuals who traveled with her to Mr. Epstein's home;
5. How long was Ms. ██████ at Mr. Epstein's home, and whom did she meet and what was said;
6. What allegedly occurred at Mr. Epstein's home (just as have been described in complaints your office has filed), including who said what to whom;
7. The number of times Ms. ██████ was at the home;
8. Other than the occasion(s) she was at Mr. Epstein's home, did Ms. ██████ ever speak with Mr. Epstein again at any time, either by telephone or any other means of communication, including telephone, computer, text messaging, etc.;
9. After she left Mr. Epstein's home on any occasion was Ms. ██████ ever again contacted by anyone purportedly on behalf of Mr. Epstein? If so, who, when, how she was contacted and what was said; and
10. Was Ms. ██████ paid any money, and if so, how much did she receive?

Cordially yours,

Robert D. Critton, Jr.

RDC/bmm

cc: Jack Goldberger, Esq.

## GENERAL RELEASE

██████████ and each of her agents, attorneys, predecessors, successors, heirs, administrators and assigns (hereinafter "First Parties"), for and in consideration of the sum of Fifty Thousand Dollars, (\$50,000.00) or other valuable considerations, received from or on behalf of Jeffrey Epstein (hereinafter "Second Parties"), the receipt whereof is hereby acknowledged,

(wherever used herein the terms "First Parties" and "Second Parties" shall include singular and plural, agents, employees, heirs and legal representatives. Second Parties also include any other person who could have been included as a potential defendant in First Parties' claim.)

HEREBY remise, release, acquit, satisfy, and forever discharge the said Second Parties of and from all, and all manner of action and actions (State or Federal), cause and causes of action (common law or statutory), 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 for compensatory or punitive damages which said First Parties ever had, now has, or which any personal representative, successor, heir or assign of said First Parties, hereafter can, shall or may have, against said Second Parties, for, upon or by reason of any matter, cause or thing whatsoever (whether known or unknown), from the beginning of the world to the day of this release.

It is further agreed that this settlement represents a final resolution of a disputed claim and is intended to avoid litigation. This settlement shall not be construed to be an admission of liability or fault by any party. Additionally, as a material consideration in settling, First Parties and Second Parties agree that the terms of this settlement are not intended to be used by any other person nor admissible in any proceeding or case involving Jeffrey Epstein, either civil or criminal.

First Parties and Second Parties further stipulate and agree that this settlement also seeks to fulfill Second Parties' obligation pursuant to separate agreements between USA and Jeffrey Epstein, although both parties agree that this settlement should not be construed to be an admission by Second Party that he violated any federal or state statute that constitutes predicates for damage claims under 18 USC §2255,

The First Parties further confirm and acknowledge that this release is being entered into without any duress or undue influence, and she has had a full and complete opportunity to discuss the settlement and this release with her attorneys.

The First Parties agree to pay any outstanding bills relating to this matter from all healthcare providers and satisfy any liens arising out of her claim and to hold Second Parties harmless from same, including costs and attorneys' fees.

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_, as identification, and executed the foregoing instrument.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Proposed  
by TT's  
atty.

AFFIDAVIT OF [REDACTED]

STATE OF FLORIDA     )  
  ) SS  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared [REDACTED]  
who after first being duly sworn under oath, deposes and says:

1. My name is [REDACTED]. This affidavit is based upon my own personal knowledge.
2. I am over 21 years of age and am legally competent and expressly qualified to author this Affidavit. I have personal knowledge of each fact contained in this Affidavit.
3. I was born on [REDACTED], 1987.
4. I went to Jeffrey Epstein's mansion in Palm Beach on one occasion when I was 16 years old.
5. While I thought I was only going there to give a massage, I was sexually exploited by Mr. Epstein.
6. As a result of this encounter with Jeffrey Epstein, I have suffered, and will in the future continue to suffer, physical injury, pain and suffering, emotional distress, psychological and/or psychiatric trauma, mental anguish, humiliation, confusion, embarrassment, loss of educational opportunities, loss of self-esteem, loss of dignity, invasion of privacy and separation from my family.

FURTHER AFFIANT SAYETH NOT.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_

STATE OF FLORIDA     )  
  ) SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2009, by



GENERAL RELEASE

██████████ and each of her agents, attorneys, predecessors~ successors, heirs, administrators and assigns (hereinafter "First Parties"), for and in consideration of the sum of Fifty Thousand Dollars, (\$50,000.00) or other valuable considerations, received from or on behalf of Jeffrey Epstein (hereinafter "Second Parties), the receipt whereof is hereby acknowledged,

(wherever used herein the terms "First Parties" and "Second Parties" shall include singular and plural, agents, employees, heirs and legal representatives. Second Parties also include any other person who could have been included as a potential defendant in First Parties' claim.)

HEREBY remise, release, acquit, satisfy, and forever discharge the said Second Parties of and from any and all manner of action and actions (State or Federal), cause and causes of action (common law or statutory), 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 for compensatory or punitive damages which said First Parties ever had, now have, or which any personal representative, successor, heir or assign of said First Parties, hereafter can, shall or may have, against said Second Parties, for, upon or by reason of any matter, cause or thing whatsoever (whether known or unknown), from the beginning of the world to the day of this release.

It is further agreed that this is the settlement of a disputed claim and is intended to avoid litigation and shall not be construed to be an admission of liability or fault by any party.

The First Parties further confirm and acknowledge that this release is being entered into without any duress or undue influence, and she has had a full and complete opportunity to discuss the settlement and this release with her attorneys.

\_\_\_\_\_  
Date

STATE OF FLORIDA            )  
  )  
COUNTY OF \_\_\_\_\_  )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_, as identification, and executed the foregoing instrument.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_