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GREGORY W. COLEMAN, P.A.  
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BERNARD A. LEBEDEKER  
MARK T. LUTTIER, P.A.  
JEFFREY C. PEPIN  
MICHAEL J. PIKE  
HEATHER MCNAMARA RUDA  
DAVID A. YAREMA

October 19, 2009

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PARALEGAL/INVESTIGATOR  
JESSICA CADWELL  
BOBBIE M. MCKENNA  
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BETTY STOKES  
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RITA H. BUDNYK  
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SPECIAL CONSUMER  
JUSTICE COUNSEL

<sup>1</sup>FLORIDA BOARD CERTIFIED CIVIL TRIAL LAWYER

<sup>2</sup>ADMITTED TO PRACTICE IN FLORIDA AND COLORADO

**Sent by E-Mail Only**

Robert Josefsberg, Esq.

Re: **Settlement Negotiations**

Dear Bob:

As per our discussion on September 25<sup>th</sup> followed by your e-mail and my e-mail, we are resolving Jane Doe 101, Jane Doe 102 and all of your other clients, except for [REDACTED]

We have also agreed as part of the above settlement to certain additional terms, although it will not be in any of the settlement documents in that the releases and/or settlement agreements are specific to the individuals.

We agreed that you would join us (agree that the court has jurisdiction to consider the action, but not necessarily concede Jeffrey Epstein is correct as to points which might be plead) in any declaratory action that is filed. These issues may include:

1. Whether the minimum amount of damages under §2255 is \$50,000 versus \$150,000; whether multiple predicate acts can be plead; whether multiple occurrences (violations) can be plead, whether a plaintiff is entitled to only a single recovery; whether Jeffrey Epstein can test the veracity of a plaintiff and whether Mr. Epstein can assert statutes of limitation as an affirmative defense.

We had also agreed that you would not represent any additional females who are on the list, other than [REDACTED] whom your firm currently represents. In hindsight, this appears to be an unreasonable request, and therefore that is no longer a condition. We expect that you will continue to represent [REDACTED] and may represent other individuals whom you indicated you had previously contacted.

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We would however expect, that you would not run out and in any way solicit clients

Finally, I would expect that neither you nor any other lawyers or staff would share any details of our negotiations or settlements, agreed?

If the above is acceptable, please confirm in writing in that these terms were part of our overall settlement negotiations and were and are material to resolution.

Cordially yours,

Robert D. Critton, Jr.

RDC/clz  
cc: by e-mail  
Jack Goldberger, Esq.

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

[REDACTED] individually, on the one hand, and Jeffrey Epstein, on the other hand, (jointly referred to as "Parties") enter into this Settlement Agreement and General Release ("Settlement Agreement") in order to resolve the pending litigation (the "Litigation") between them as follows:

1. *Case No. 09-CV-80591 – Marra/Johnson.* The Parties agree to immediately dismiss the pending lawsuit presently styled *Jane Doe No. 101 vs. Jeffrey Epstein, Case No. 09-CV-80591 – Marra/Johnson* (Southern District of Florida), with prejudice upon payment and clearance of the settlement amount, however the Court will be requested to retain jurisdiction to enforce the terms of the Settlement Agreement

2. **General Release.** [REDACTED] and each of her agents, attorneys, predecessors, successors, heirs, administrators and assigns (hereinafter "First Parties"), for and in consideration of the sum of One Hundred Thousand Dollars (\$100,000.00) 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. The issue of attorneys' fees and costs is specifically addressed in paragraph 6.

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 against or involving Jeffrey Epstein, either civil or criminal.

First and Second Parties further stipulate and agree that this settlement is pursuant, exclusively, to 18 USC §2255 and that the First Parties agree to waive and relinquish all other federal, state, or common law claims.

First and Second Parties further stipulate and agree that this settlement is in fulfillment of Second Parties' obligations pursuant to a separate agreement between Jeffrey Epstein and the United States of America.

First and Second Parties further stipulate and agree that this settlement should not in anyway be construed as an admission by Jeffrey Epstein that he violated any federal statute that constitutes a predicate for a damage claim under 18 USC §2255 or an admission that he violated any other federal or state statute or that Second Parties waive any legal right to fully defend other cases where damages exceeding the statutory minimum for 18 USC §2255 claims of \$50,000 are sought.

3. **Enforcement.** This Settlement Agreement shall be governed by the laws of the State of Florida. In the event of litigation arising out of a dispute over the interpretation of this Settlement Agreement, the prevailing party shall be entitled to recover its cost of litigation, including attorney fees and other reasonable costs of litigation.

4. **Payment.** Payment of the settlement funds has been made to Plaintiff's attorneys' trust account, but may not be released until the case is dismissed.

5. **Confidentiality.** The Parties agree that the amount of the settlement shall be kept strictly confidential and shall not be disclosed to any third party at any time unless otherwise required by law, rule or as necessary in connection with legal, financial, accounting, or tax services, appropriate tax reporting purposes or in response to inquiry from a governmental or regulatory agency. Moreover, this Settlement Agreement and its terms shall not be used or disclosed in any court, arbitration, or other legal proceedings, except to enforce the provisions of this Settlement Agreement.

The Parties expressly acknowledge and agree that should a breach of the confidentiality provision occur, the other Parties may seek an appropriate remedy for money damages, equitable relief or contempt (all these remedies may be sought), as well as prevailing party costs, to include attorneys fees with the court.

6. **Attorneys' Fees and Costs .** This settlement does not include attorneys' fees or costs which the parties have agreed to resolve, litigate or mediate through a special master.

7. **Miscellaneous.**

- a. The First Parties further confirm and acknowledge that this Settlement Agreement 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.

- b. [REDACTED] agrees that it is her obligation to pay any outstanding bills relating to this matter from all healthcare providers and satisfy any healthcare provider liens arising out of her claim and to hold Second Parties harmless from same.
- c. This Settlement Agreement was negotiated and entered into by the parties with the advice and assistance of counsel.
- d. This Settlement Agreement may be executed by the parties in counterparts on separate signature pages.
- e. The parties and their counsel will cooperate to execute the necessary paperwork and court filings to carry out the terms of this Settlement Agreement.
- f. Epstein agrees to continue to abide by Judge Marra's No Contact order or any modification of same by the Court.
- g. Second Parties will take no actions to disclose the First Parties' identity outside of ongoing litigation related matters. First Parties acknowledge Second Parties have no control over what other attorneys or other individuals may do in other cases regarding depositions and discovery. Second Parties may be required to subpoena and depose First Parties and call them at trial. Nothing shall prohibit Second Parties from conducting his defense, investigation and trial as his lawyers deems appropriate. Robert Josefsberg and Katherine Ezell are hereby deemed to have full authority to accept a subpoena on First Parties behalf, so as

not to violate the No-Contact order.

It is So Agreed.

\_\_\_\_\_ Date **Jeffrey Epstein** \_\_\_\_\_ Date

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

BEFORE ME, the undersigned authority, personally appeared [REDACTED] 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: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared Jeffrey Epstein 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: \_\_\_\_\_

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

██████████, individually, on the one hand, and Jeffrey Epstein, on the other hand, (jointly referred to as "Parties") enter into this Settlement Agreement and General Release ("Settlement Agreement") in order to resolve the pending litigation (the "Litigation") between them as follows:

1. *Case No. 09-CV-80656 – Marra/Johnson.* The Parties agree to immediately dismiss the pending lawsuit presently styled *Jane Doe No. 102 vs. Jeffrey Epstein, Case No. 09-CV-80656 – Marra/Johnson* (Southern District of Florida), with prejudice upon payment and clearance of the settlement amount, however, the Court will be requested to retain jurisdiction to enforce the terms of the Settlement Agreement.

2. **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 Five Hundred Thousand Dollars (\$500,000.00) 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. The issue of attorneys' fees and costs is specifically addressed in paragraph 6.

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 against or involving Jeffrey Epstein, either civil or criminal.

First and Second Parties further stipulate and agree that this settlement is pursuant, exclusively, to 18 USC §2255 and that the First Parties agree to waive and relinquish all other federal, state, or common law claims.

First and Second Parties further stipulate and agree that this settlement is in fulfillment of Second Parties' obligations pursuant to a separate agreement between Jeffrey Epstein and the United States of America.

First and Second Parties further stipulate and agree that this settlement should not in anyway be construed as an admission by Jeffrey Epstein that he violated any federal statute that constitutes a predicate for a damage claim under 18 USC §2255 or an admission that he violated any other federal or state statute or that Second Parties waive any legal right to fully defend other cases where damages exceeding the statutory minimum for 18 USC §2255 claims of \$50,000 are sought.

3. **Enforcement.** This Settlement Agreement shall be governed by the laws of the State of Florida. In the event of litigation arising out of a dispute over the interpretation of this Settlement Agreement, the prevailing party shall be entitled to recover its cost of litigation, including attorney fees and other reasonable costs of litigation.

4. **Payment.** Payment of the settlement funds has been made to Plaintiff's attorneys' trust account, but may not be released until the case is dismissed.

5. **Confidentiality.** The Parties agree that the amount of the settlement shall be kept strictly confidential and shall not be disclosed to any third party at any time unless otherwise required by law, rule or as necessary in connection with legal, financial, accounting, or tax services, appropriate tax reporting purposes or in response to inquiry from a governmental or regulatory agency. Moreover, this Settlement Agreement and its terms shall not be used or disclosed in any court, arbitration, or other legal proceedings, except to enforce the provisions of this Settlement Agreement.

The Parties expressly acknowledge and agree that should a breach of the confidentiality provision occur, the other Parties may seek an appropriate remedy for money damages, equitable relief or contempt (all these remedies may be sought), as well as prevailing party costs, to include attorneys fees with the court.

6. **Attorneys' Fees and Costs .** This settlement does not include attorneys' fees or costs which the parties have agreed to resolve, litigate or mediate through a special master.

7. **Miscellaneous.**

- a. The First Parties further confirm and acknowledge that this Settlement Agreement 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.

- b. [REDACTED] agrees that it is her obligation to pay any outstanding bills relating to this matter from all healthcare providers and satisfy any healthcare provider liens arising out of her claim and to hold Second Parties harmless from same.
- c. This Settlement Agreement was negotiated and entered into by the parties with the advice and assistance of counsel.
- d. This Settlement Agreement may be executed by the parties in counterparts on separate signature pages.
- e. The parties and their counsel will cooperate to execute the necessary paperwork and court filings to carry out the terms of this Settlement Agreement.
- f. Epstein agrees to continue to abide by Judge Marra's No Contact order or any modification of same by the Court.
- g. Second Parties will take no actions to disclose the First Parties' identity outside of ongoing litigation related matters. First Parties acknowledge Second Parties have no control over what other attorneys or other individuals may do in other cases regarding depositions and discovery. Second Parties may be required to subpoena and depose First Parties and call them at trial. Nothing shall prohibit Second Parties from conducting his defense, investigation and trial as his lawyers deems appropriate. Robert Josefsberg and Katherine Ezell are hereby deemed to have full authority to accept a subpoena on First Parties behalf, so as not to violate the No-Contact order.

It is So Agreed.



\_\_\_\_\_ Date

**Jeffrey Epstein**

\_\_\_\_\_ 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: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared Jeffrey Epstein 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: \_\_\_\_\_

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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_) 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

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other person nor admissible in any proceeding or case against or involving Jeffrey Epstein, either civil or criminal.

First and Second Parties further stipulate and agree that this settlement is pursuant, exclusively, to 18 USC §2255 and that the First Parties agree to waive and relinquish all other federal, state, or common law claims.

First and Second Parties further stipulate and agree that this settlement is in fulfillment of Second Parties' obligations pursuant to a separate agreement between Jeffrey Epstein and the United States of America.

First and Second Parties further stipulate and agree that this settlement should not in anyway be construed as an admission by Jeffrey Epstein that he violated any federal statute that constitutes a predicate for a damage claim under 18 USC §2255 or an admission that he violated any other federal or state statute or that Second Parties waive any legal right to fully defend other cases where damages exceeding the statutory minimum for 18 USC §2255 claims of \$50,000 are sought.

This release shall be governed by the laws of the State of Florida. Any dispute arising out of this release shall be resolved exclusively in the courts of Palm Beach County, Florida. In the event of litigation arising out of a dispute over the interpretation of this Settlement Agreement, the prevailing party shall be entitled to recover its cost of litigation, including attorney fees and other reasonable costs of litigation.

The Parties agree that the amount of the settlement shall be kept strictly confidential and shall not be disclosed to any third party at any time unless otherwise required by law, rule or as necessary in connection with legal, financial, accounting, or tax services, appropriate tax reporting purposes or in response to inquiry from a governmental

**Form -1 Can Depose**

or regulatory agency. Moreover, this Settlement Agreement and its terms shall not be used or disclosed in any court, arbitration, or other legal proceedings, except to enforce the provisions of this Settlement Agreement.

The Parties expressly acknowledge and agree that should a breach of the confidentiality provision occur, the other Parties may seek an appropriate remedy for money damages, equitable relief or contempt (all these remedies may be sought), as well as prevailing party costs, to include attorneys fees with the court.

The Parties agree that should either party seek enforcement of any provision of this release, that the laws of Florida shall apply, venue and jurisdiction shall be exclusively in the 15<sup>th</sup> Judicial Circuit Court of Palm Beach County, and that they agree to personal jurisdiction in Palm Beach County.

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.

\_\_\_\_\_ (Name) \_\_\_\_\_ agrees that it is her obligation to pay any outstanding bills relating to this matter from all healthcare providers and satisfy any healthcare provider liens arising out of her claim and to hold Second Parties harmless from same, including costs and attorneys' fees.

This settlement does not include attorneys' fees or costs which the parties have agreed to resolve, litigate or mediate through a special master.

Epstein agrees to continue to abide by Judge Marra's No Contact order or any modification of same by the Court.

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Second Parties will take no actions to disclose the First Parties' identity outside of litigation related matters. First Parties acknowledge Second Parties have no control over what other attorneys or other individuals may do in other cases. Second Parties may be required to subpoena and depose First Parties and call them at trial. Nothing shall prohibit Second Parties from conducting his defense, investigation and trial as his lawyers deems appropriate. Robert Josefsberg and Katherine Ezell are hereby deemed to have full authority to accept a subpoena on First Parties behalf, so as not to violate the No-Contact order.

\_\_\_\_\_

Name

\_\_\_\_\_

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: \_\_\_\_\_

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This release is joined by Jeffrey Epstein as to those provisions which involve both Parties or only to the Second Parties

\_\_\_\_\_  
Jeffrey Epstein

\_\_\_\_\_  
Date

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

BEFORE ME, the undersigned authority, personally appeared Jeffrey Epstein 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: \_\_\_\_\_