

**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, and each of his agents, attorneys, predecessors, successors, heirs, administrators and assigns (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 8.

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 of [REDACTED] [REDACTED] against Second Parties.

First and Second Parties further stipulate and agree that this settlement is in fulfillment of Jeffrey Epstein's obligations to [REDACTED] [REDACTED], exclusive of attorneys' fees and costs, pursuant to the Non-Prosecution Agreement, its Addendum, and its Affirmation, collectively, between Jeffrey Epstein and the United States Attorney for the Southern District of Florida.

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 are sought, and where a Plaintiff waives her right to bring suit under any federal, state or

common law theory other than 18 USC §2255.

3. **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.

4. **Reciprocal Confidentiality.** The Parties agree that the amount of the settlement shall be kept strictly confidential and shall not be disclosed at any time to any third party other than a specific family member(s) (whose identity must be disclosed to Second Parties' counsel as "Attorneys Eyes Only" and provided to Burman, Critton, Luttier & Coleman in a sealed envelope to be opened only if a third party has alleged to have breached this provision) unless otherwise required by law, rule or as necessary in connection with medical treatment, legal, financial, accounting, or tax services, appropriate tax reporting purposes or Trustee who may receive funds 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. Any third party who is advised of the settlement amount must sign a document acknowledging they are aware of this confidentiality provision and are bound by it, including enforcement provisions.

5. **Anonymity.** Second Parties will not intentionally disclose [REDACTED] [REDACTED]' name to the press or the public. 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.

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

7. **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. Should the federal court not retain jurisdiction, the Parties (and any third party) agree that the courts of the 15<sup>th</sup> Judicial District of Palm Beach County shall have exclusive jurisdiction over the subject matter and shall have personal jurisdiction over the Parties (and third parties). The First Parties (and any third party family member) agree that Robert Josefsberg or Katherine Ezell are authorized to accept service for them and Robert D. Critton, Jr. is authorized to accept service for Jeffrey Epstein in the event of an enforcement matter.

First and Second Parties expressly acknowledge and agree that, if either First or Second Parties allege that a breach of the confidentiality provision has occurred, or if First Parties allege that a breach of the no contact provisions has occurred, the aggrieved First or Second Parties may seek an appropriate remedy with the Court. If the Court finds a breach of the confidentiality (by the Parties or a Third Party to whom disclosure has been made) or no contact provisions set forth above, the Court shall determine the amount of any award. Equitable remedies are not relinquished by virtue of this provision; nor does either Party relinquish the right to pursue any other legal or equitable damages to which

(s)he may be entitled as a result of the other Party's breach, including, but not limited to, prevailing party costs, to include attorneys' fees.

8. **Attorneys' Fees and Costs**. This settlement does not include attorneys' fees or costs. The Parties and their attorneys have agreed to resolve the amount of attorneys' fees and costs through the Special Master whom they have mutually selected, Sidney Stubbs, Esq.

9. **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] [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 obligations arising out of the injuries underlying her claim, and hold Second Parties harmless from same. This provision does not include health care evaluations, if any, which are considered costs paid for by [REDACTED] [REDACTED] counsel; these costs are subject to reimbursement by Second Parties under the terms of Paragraph 8.
- 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.

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: \_\_\_\_\_