

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

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

1. **Dismissal.** The Parties agree to immediately dismiss the pending lawsuit presently styled ██████████ vs. *Jeffrey Epstein, Case No. 502008CA028051XXXXMB AB* (15th Judicial Circuit of Palm Beach County) and ██████████ vs. *Jeffrey Epstein, Case No. 09-81092- Marra/Johnson* (Southern District of Florida) with prejudice upon payment and clearance of the settlement amount; however, the Court will be asked to retain jurisdiction to enforce the terms of this Settlement Agreement.

2. **General Release.** ██████████ and her agent(s), attorney(s), predecessor(s), successor(s), heir(s), administrator(s), and/or assign(s) (hereinafter, "First Parties"), for and in consideration of the sum of One Million Dollars<sup>(0)</sup> <sup>00/100</sup> (\$1,000,000.00) and other valuable consideration, received from or on behalf of Jeffrey Epstein and his agent(s), attorney(s), predecessor(s), successor(s), heir(s), administrator(s), assign(s) and/or employee(s) (hereinafter, "Second Parties"), the receipt whereof is hereby acknowledged,

HEREBY remise, release, acquit, satisfy, and forever discharge the said Second Parties and any other person or entity who could have been included as a potential defendant ("Other Potential Defendants") from all, and all manner of, action and actions of ██████████, including 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 that said First Parties ever had or now have, or that any personal representative, successor, heir, or assign of said First Parties hereafter can, shall, or may have, against Jeffrey Epstein, or Other Potential Defendants 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. Attorneys' fees and costs are specifically included within this settlement.

It is further agreed that this Settlement Agreement represents a final resolution of a disputed claim and is intended to avoid further litigation. This Settlement Agreement 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 Agreement and Settlement Agreement are not intended to be used by any other person nor be 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 Agreement should not in any way be construed as an admission by Jeffrey Epstein that he violated any federal statute that constitutes a predicate for a damage claim under 18 U.S.C. § 2255 or an admission that he violated any other federal or state statute.

3. **Payment.** Payment of the settlement funds will be made to [REDACTED] [REDACTED] attorneys' trust account, Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, PL Trust Account, ~~when both Parties have executed this Settlement Agreement. However,~~ <sup>P</sup> payment must be made ~~no later than~~ <sup>on or before</sup> July 16, 2010 ~~if only Tatum Miller has~~

~~executed this agreement.~~ No funds shall be disbursed from her attorney's trust account until the case is dismissed with prejudice.

4. **Reciprocal Confidentiality.** The Parties agree that the amount of this settlement shall be kept strictly confidential and shall not be disclosed at any time to any third party, except: (a) to the extent required by law or rule; (b) to the extent necessary in connection with medical treatment, legal, financial, accounting or tax services, or appropriate tax reporting purposes (only if necessary); or (c) in response to a validly issued subpoena from a governmental or regulatory agency. Any third party who is advised of the settlement amount must acknowledge that such third party is aware of this confidentiality provision and is bound by it, including the provisions contained in this Settlement Agreement relating to the enforcement of this confidentiality provision. The Parties further agree that the Parties shall not provide any copy, in whole or in part, or in any form, of this Settlement Agreement to any third party, except to the extent required by law or rule or in response to a validly issued subpoena from a governmental or regulatory agency. Moreover, neither this Settlement Agreement, nor any copy hereof, nor the terms hereof shall be used or disclosed in any court, arbitration, or other legal proceedings, except to enforce the provisions of this Settlement Agreement. If any of the Parties are served with a valid subpoena, court order, government agency order or subpoena, or other compulsory legal process, pursuant to which disclosure of this Settlement Agreement, the settlement amount, or other terms hereof is requested, or production of the Settlement Agreement is requested, the Party so served shall give counsel for the other Party notice thereof within five (5) days of such service and, prior to making any such disclosure, shall give counsel to such other Party at least ten (10)

days to commence necessary proceedings to obtain a court order preventing, limiting, or otherwise restricting such disclosure, provided that the Subpoena or order does not require compliance in less than 15 days. Should compliance be less than 15 days, the Party to whom the request is made shall use their best efforts to request additional time for compliance.

5. **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 attorneys' 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 Circuit of Palm Beach County shall have exclusive jurisdiction over the subject matter and shall have personal jurisdiction over the Parties (and third parties). In the event of an enforcement matter, the First Parties (and any third party family member) agree that Bradley J. Edwards is authorized to accept service for them, and Robert D. Critton, Jr. is authorized to accept service for Jeffrey Epstein.

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, the aggrieved First or Second Parties may seek an appropriate remedy with the Court. If the Court finds a breach of the confidentiality provision set forth above, the Court shall determine the amount of the 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.

6. **Miscellaneous.**

- a. The Parties further confirm and acknowledge that this Settlement Agreement is being entered into without any duress or undue influence, and that they have had a full and complete opportunity to discuss the terms of the Settlement Agreement with their own attorneys.
- b. First Parties and her attorneys agree that it is their obligation to pay any outstanding bills relating to this matter from all health care providers, satisfy any health care provider obligations arising out of the injuries underlying her claim, and hold Second Parties harmless from all costs to include attorneys fees.
- c. [REDACTED] [REDACTED] agrees that she is the sole holder of any and all claims against Second Parties and that she has not assigned, sold or transferred any interest in her claims.
- d. This Settlement Agreement was negotiated and entered into by the Parties with the advice and assistance of respective counsel.
- e. This Settlement Agreement may be executed by the Parties in counterparts on separate signature pages.

It is so agreed.

*7. The attached addendum is also part of this agreement.*

[Redacted]

Date

[Redacted]

STATE OF Florida )  
COUNTY OF Dade )

BEFORE ME, the undersigned authority, personally appeared [Redacted] [Redacted] who is personally known to me or has produced M460-812-88-761, as identification, and executed the foregoing instrument.

WITNESS my hand and official seal this 6 day of October, 2010.

[Redacted Signature Area]

N  
P  
C  
M



Jeffrey Epstein      7/6/10  
Date

STATE OF FLORIDA *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 6 day of July, 2010.



Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



For Any Notice Provision:

1. For [REDACTED]

Bradley J. Edwards, Esq.  
Farmer, Jaffe, Weissing, Edwards, Fistos  
& Lehrman, PL



2. For Jeffrey Epstein

Robert D. Critton, Jr., Esq.  
Burman, Critton, Luttier & Coleman, LLP



Or

Jack Alan Goldberger  
Atterbury Goldberger & Weiss, P.A.



## ADDENDUM - SETTLEMENT AGREEMENT

1. [REDACTED] and Jeffrey Epstein understand that the funds disbursed under this settlement agreement are made to compensate her for physical injury she claims she suffered as well as emotional distress, provided that nothing in this sentence shall be construed as an admission by Jeffrey Epstein that he violated any federal statute that constitutes a predicate for a damage claim under 18 U.S.C. § 2255 or an admission that he violated any other federal or state statute.
2. Consistent with the fact that the pending lawsuit between the parties is being settled, the parties agree that they will have no direct or indirect contact with each other. Also Jeffrey Epstein shall have no direct or indirect contact with [REDACTED]. This prohibition of contact includes, but is not limited to, any form of surveillance or investigation by private investigators and any contact with employers of [REDACTED]. This provision shall not apply to any employer who is contracted by Epstein's counsel or counsel's agent and ask questions only about a person who may file suit against Epstein. Such questions shall not extend to questions about [REDACTED]. The parties agree that they can pursue and enforce any violation of this anti-harassment and no-contact provision through the mechanisms provided in paragraph 5 of the settlement agreement to this document. The parties agree that [REDACTED] can also pursue any violation of this paragraph of the agreement as a contempt of court.
3. Counsel for [REDACTED] have received, as part of discovery in this lawsuit, certain correspondence between Epstein's agents and federal prosecutors. [REDACTED] may desire to use this correspondence to prove a violation of her right to notice by the government and to be treated with fairness, dignity, and respect during criminal investigations and prosecutions under the Crime Victims' Rights Act (CVRA), 18 U.S.C. section 3771, and to seek remedies for any violation that she may prove. The parties agree that Epstein will receive at least seven days advance notice, in writing, of intent to so use the

correspondence in any CVRA case. The correspondence may also be relevant to a pending lawsuit that Epstein has filed against Rothstein, Rosenfeld, Adler and others currently pending before Judge Crow. The parties agree that Epstein will receive at least one week advance notice, in writing, of intent to so use the correspondence in this case. Epstein's counsel may file an objection to such use. Counsel for

agree to either not file the documents and correspondence or to file them under seal until a judge has ruled on any objection that Epstein may file.

4. Counsel for shall return all copies of the tax returns to defense counsel within three days after receipt of the wire transfer via federal express and delete any email copies of the tax returns.
5. The parties agree that they shall not contact (nor respond to any request or inquiry) to any print, internet, television or media nor any reporter, author, or similar person to discuss any term or provision of this settlement agreement, to conduct any interview or to sell or distribute (with or without consideration) any story or facts relating to their interactions or contact with each other. Any violations of this paragraph shall subject the violating party to the enforcement provisions of paragraph 5 of this settlement agreement.

6. Jeffrey Epstein agrees to ~~keep~~ dismiss his lawsuit against pending in front of Judge Crow.  
Each party to bear their own costs and fees.