

From: Brad Edwards <[REDACTED]>
To: jeffrey E. <jeevacation@gmail.com>
Subject: Re: CONFIDENTIAL - FOR SETTLEMENT PURPOSES ONLY
Date: Mon, 21 Sep 2015 13:08:57 +0000

CONFIDENTIAL - FOR SETTLEMENT PURPOSES ONLY

While these proposals are being conveyed simultaneously, each is independent of the others, and the resolution of any one case is not in any way contingent on the resolution of any other.

DRAFT STRICTLY FOR CONFIDENTIAL SETTLEMENT DISCUSSION PURPOSES ONLY

[Note: After much discussion you have asked that we get put together a proposal in writing to resolve the various matters you have defined as those you have an interest in resolving. I have done that in the draft below. This document is for discussion purposes only. It is not a binding commitment, or even an offer, to settle any dispute on the terms listed herein. Further advice as to ethical and other considerations would be secured before proceeding with a possible settlement. It is understood that this discussion draft is intended to be vetted by legal counsel of all concerned individuals.]

Case (1) Edwards/Epstein

(1) The determination of who pays and what amount will be determined by an appellate decision. This concept was derived from the idea of resolving this case, which is currently in a state of flux in the appellate court, as quickly as is practicable. In that regard, it makes most sense for the resolution to be based exclusively on something that will absolutely happen, as opposed to something that might happen at sometime in the future; the less the number of variables the better. The trial court granted Summary Judgment in Epstein's favor. The 4th DCA is reviewing that ruling. If the 4th DCA upholds the trial court ruling in Epstein's favor, then Edwards will pay Epstein \$1M; if the 4th DCA rules in any way other than to affirm the Summary Judgment in Epstein's favor, then Epstein will pay Edwards \$10M. The decision in the 4th DCA is the only definite future event. Beyond that is the potential of further appeals, which by this settlement agreement will all be waived.

Alternatively, prior to any 4th DCA oral argument, the parties elect for the payment triggering event to be based on a subsequent potential Supreme Court decision of this case (which may or may not ever happen and which inevitably gives rise to numerous predictable and unpredictable variables), instead of the pending 4th DCA decision then the same terms as described above will apply except that the ratio will be \$1M/\$20M instead of \$1M/\$10M. The case is not currently before the SC. In addition to the other issues related to this alternative, the monies will be held in escrow much longer. Under this alternative, if the SC affirms Epstein's SJ then Epstein will get \$1M; if the SC does anything else including not taking the case then Edwards will get \$20m.

All monies will be held in escrow until the triggering event occurs. All monies will be released to the prevailing party immediately. A general release with no confidentiality provisions of any kind will be signed by both parties.

Case (2) CVRA

Jane Doe 1, Jane Doe 2, (hereinafter referred to collectively at "the victims") and Jeffrey Epstein (hereinafter referred to as "Epstein"), have entered into this Settlement Agreement to resolve various currently-disputed and anticipated-to-be-disputed issues in pending litigation, specifically *Jane Doe #1 and Jane Doe #2 v. United States of America*, Case No. 9:08-cv-80736-KAM (S.D. Fla.) (hereinafter referred to as "this case"). The victims

and Epstein are collectively referred to as the "Parties" to this Settlement Agreement. While there are 2 named Plaintiffs, there are other interested potential Plaintiffs whose role and rights will need to be considered and addressed - those issues are currently being researched.

1. **Agreement Not to Raise Claim for Prosecution.** Option (1) which will not require government cooperation: The victims agree that they will not seek or advocate criminal prosecution of Jeffrey Epstein in the Southern District of Florida for any crimes, including federal and state sex offense crimes, covered by the Non-Prosecution Agreement (NPA) entered into by Epstein and the U.S. Attorney's Office for the Southern District of Florida in September 2007. The victims remain free to seek all other remedies that might be available to them for violations of their rights under the Crime Victims Rights Act (CVRA), 18 U.S.C. § 3771, including (but not limited to) all remedies listed in DE 127 and associated pleadings in this case as well as all remedies (including requesting criminal prosecution) of other individuals apart from Epstein.

Alternatively, option (2) if the government will admit to violating the victims' rights and issue an acceptable personal apologies to each victim and an acceptable public apology, then the entire case can be resolved.

2. **Consideration to Be Paid.** Epstein agrees to pay the sum of ten million dollars to secure the agreement provided in paragraph 1, specifically to be paid as follows: \$5m to non-profits and other relevant public service organizations so designated by the victims and \$5m to plaintiffs, including 1 and 2 (and potentially others depending on legal obligations).

4. **Enforcement.** This Settlement Agreement shall be governed by the law of the State of Florida. The Parties agree that the U.S. District Court for the Southern District of Florida shall have exclusive jurisdiction over the subject matter and shall have personal jurisdiction over the Parties. Should the federal court not retain jurisdiction, the Parties agree that the 15th Judicial Circuit of Palm Beach County shall have exclusive jurisdiction over the subjective matter and shall have personal jurisdiction over the parties. The Parties agree that undersigned counsel is authorized to accept service, and shall accept service, for their clients respectively.

Case (3) Edwards/Cassell v Dershowitz

Payment to Cassell for \$500k and to Edwards for \$500k. Plus a public statement in the spirit of recanting negative statements Dershowitz made about Edwards and Cassell. If Dershowitz refuses public statement of any kind, then \$1M payment to each Edwards and Cassell. Mutual releases of all claims. No confidentiality. While this is clear from the spirit and language of this transmission, this section is not meant to be shared with Dershowitz and is not meant to convey an offer of any type to him. Dershowitz is represented by counsel and any real offers will need to be conveyed to his counsel.

From: jeffrey E. <jeevacation@gmail.com>

Sent: Friday, September 18, 2015 3:01 PM

To: Brad Edwards

Subject:

if possible I think it in our interest to conclude this asap. if it is going to conclude. please try to get me your overall proposal by sunday evening. sorry

--

please note

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of JEE

Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail or by e-mail to jeevacation@gmail.com, and destroy this communication and all copies thereof, including all attachments. copyright -all rights reserved