

From: [Mark Fistos](#)
To: [Steven B. Jaffe](#); [Scott Rothstein](#); [Russell Adler](#); [Bradley J. Edwards](#); [Matthew D. Weissing](#)
Subject: URGENT
Date: Friday, October 23, 2009 2:24:25 PM

Scott:

Here's where we are.

The Structured Settlement statute (FS 626.99296) refers to "torts." Based on the language of the statute and its history a "tort" would be a "personal injury" claim under Florida common law.

Currently, we have two claims in Epstein which don't squarely fit that definition: Civil RICO and 18 USC 2255. Civil Rico predicates we've alleged include violations of laws which are not based on "personal injury." Hence, as to those claims, they wouldn't fall under the definition of torts as stated in FS 626.99296. Brad was in contact with a Utah law professor (who knows the case) who opines that 18 USC 2255 is a federal statute, thus is doesn't fall within the ambit of FS 626.99296 because of the Supremacy Clause. I think this makes sense, and would take our 18 USC 2255 claim out of the FS 626.99296.

That's the collective wisdom.

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From: [Bradley J. Edwards](#)
To: [Russell Adler](#); [Scott Rothstein](#); [Mark Fistos](#)
Subject: RE: URGENT
Date: Friday, October 23, 2009 1:26:13 PM
Attachments: [image001.jpg](#)

He made those promises to many girls (modeling with Victoria Secret was one of his favorite lines); however, he did not entice our clients that way. It was strictly payment for services, and it's hard to allege a breach where both parties performed.

Bradley J. Edwards
Partner
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From: Russell Adler
Sent: Friday, October 23, 2009 1:09 PM
To: Scott Rothstein; Bradley J. Edwards; Mark Fistos
Subject: Re: URGENT

I just spoke to Brad about coming up with a contract claim (based on promises Epstein made to help their modelling careers etc) and he is calling some clients to verify that any such representation was made to any of them- he will get back with you very shortly on this.

Thanks,
ME (still in suspense)

From: Scott Rothstein
To: Mark Fistos; Steven R. Jaffe; Russell Adler; 'Gary Farmer' ; Bradley J. Edwards
Sent: Fri Oct 23 12:54:31 2009
Subject: URGENT

Just give me any cause of action that we can work into the factual scheme of this case that is not a tort.

That is all I need.
Please
This is urgent.
Love ya
me