

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN
AND FOR PALM BEACH COUNTY,
FLORIDA

JEFFREY EPSTEIN,

Case No. 50-2009CA040800XXXXMBAG

Plaintiff/Counter-Defendant,

v.

SCOTT ROTHSTEIN, individually, and
BRADLEY J. EDWARDS, individually,

Defendants/Counter-Plaintiffs.

PLAINTIFF/COUNTER-DEFENDANT JEFFREY EPSTEIN'S PROPOSAL
FOR SETTLEMENT TO DEFENDANT/COUNTER-PLAINTIFF
BRADLEY J. EDWARDS, INDIVIDUALLY

Plaintiff/Counter-Defendant, Jeffrey Epstein, hereby proposes to settle the above-styled case (the "Litigation") with Defendant/Counter-Plaintiff, Bradley J. Edwards, individually.

1. This Proposal is made pursuant to section 768.79, Florida Statutes and Florida Rule of Civil Procedure 1.442.

2. **Proposal for Settlement and Offer of Judgment ("Proposal")**

a. **Parties:** The party making this Proposal is Plaintiff/Counter-Defendant, Jeffrey Epstein ("Epstein"). The party to whom this Proposal is being made is Defendant/Counter-Plaintiff, Bradley J. Edwards, individually ("Edwards"). In this Proposal, Epstein and Edwards will be referred to collectively as the "Parties."

b. **Claims this Proposal is Attempting to Resolve:** Acceptance of this Proposal resolves all damages that would otherwise be awarded in a final judgment in this action.

c. **Relevant Conditions:**

i. Within ten days of Edwards' written acceptance of this Proposal, Edwards shall sign and deliver to Epstein's counsel a Stipulation of Settlement and Dismissal With Prejudice. The exact forms of the Stipulation of Settlement and Dismissal and proposed Agreed Final Order of Dismissal are attached as **Composite Exhibit A**.

ii. Within ten days of Edwards' written acceptance of this Proposal, Edwards shall sign and deliver to Epstein's counsel a General Release in the exact form attached as **Exhibit B**.

iii. Within three days of Edwards' delivery of (1) the signed Stipulation of Settlement and Dismissal With Prejudice and (2) the signed General Release, Epstein will deliver payment of the Total Amount set forth in Paragraph 2(d) below to Edwards' counsel. After confirming payment of the Total Amount set forth in Paragraph 2(d) has been received by Edwards' counsel, Epstein's counsel shall file the Stipulation of Settlement and Dismissal With Prejudice and submit the proposed Agreed Final Order of Dismissal to the Court.

d. **Total Amount of this Proposal:** The Total Amount of this Proposal is \$510,000. There are no non-monetary conditions other than those described in this Proposal.

e. **Amount Proposed to Settle Claim for Punitive Damages, If Any:** Edwards has asserted a claim against Epstein for punitive damages in his Fourth Amended Counterclaim. The Total Amount set forth in paragraph 2(d) above includes payment of \$10,000 for Edwards' claim for punitive damages. The total amount of the offer remains \$510,000 and no more.

f. **Amount Proposed to Settle Claim for Attorneys' Fees, If Any:** Edwards does not assert a legal claim for attorneys' fees incurred in seeking judgment in the

Litigation against Epstein. However, attorneys' fees are included in, and are intended to be resolved by, the Total Amount of this Proposal.

g. **Certificate of Service:** This Proposal includes a certificate of service as required by Florida Rule of Civil Procedure 1.080.

3. **Service and Filing:** This Proposal shall be served on Edwards through his counsel, but shall not be filed unless necessary to enforce the provisions of section 768.79, Florida Statutes.

4. **Withdrawal:** This Proposal may be withdrawn in writing provided the written withdrawal is delivered before a written acceptance is delivered. Once withdrawn, this Proposal is void.

5. **Acceptance and Rejection:** Pursuant to section 768.79, Florida Statutes, this Proposal shall be deemed rejected unless accepted by delivery of a written notice of acceptance within thirty days after service of this Proposal. No oral communications shall constitute an acceptance, rejection or counteroffer of this Proposal.

6. **Good Faith:** This Proposal is being submitted with the knowledge, understanding and consent of Epstein. This Proposal is made as a bona fide, good-faith proposal after having considered and evaluated the merits of Edward's claims and Epstein's defenses to them.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by e-mail on

October __, 2017, on:

Jack Scarola
Searcy Denney Scarola Barnhart & Shipley
2139 Palm Beach Lakes Blvd.
West Palm Beach, FL 33409
Primary: [REDACTED]
Primary: [REDACTED]
Primary: [REDACTED]
Counsel for Bradley J. Edwards

TONJA HADDAD, [REDACTED]
5315 S.E. Seventh Street, Suite 301
Ft. Lauderdale, Florida 33301
[REDACTED]

By: /s/ Tonja Haddad Coleman
Tonja Haddad Coleman (FBN 0176737)
Primary: [REDACTED]
Secondary: [REDACTED]

- and -

Jack A. Goldberger (FBN 262013)
ATTERBURY, GOLDBERGER & WEISS, [REDACTED]
250 Australian Avenue S., Suite 1400
West Palm Beach, Florida 33401
[REDACTED]
Primary: [REDACTED]
Secondary: [REDACTED]

Co-Counsel for Jeffrey Epstein

COMPOSITE EXHIBIT A

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN
AND FOR PALM BEACH COUNTY,
FLORIDA

JEFFREY EPSTEIN,

Case No. 50-2009CA040800XXXXMBAG

Plaintiff/Counter-Defendant,

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BRADLEY J. EDWARDS, individually,

Defendants/Counter-Plaintiffs.

STIPULATION OF SETTLEMENT AND DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff/Counter-Defendant, Jeffrey Epstein ("Epstein"), and Defendant/Counter-Plaintiff, Bradley J. Edwards, individually ("Edwards"), pursuant to Fla. R. Civ. P. 1.420, that each and every issue, claim, counterclaim, and cause of action asserted in this case by Epstein and Edwards against each other, including all claims for all forms of damages, prejudgment interest, costs and attorneys' fees, be dismissed with prejudice, each party to bear its own attorneys' fees, costs and expenses. The parties hereby request that the Court enter the attached Agreed Final Order of Dismissal With Prejudice.

DATED: _____

SEARCY DENNEY SCAROLA BARNHART
& SHIPLEY, P.A.

2139 Palm Beach Lakes Boulevard
West Palm Beach, FL 33409

[REDACTED]

DATED: _____

TONJA HADDAD, P.A.
5315 S.E. Seventh Street, Suite 301
Ft. Lauderdale, FL 33301

[REDACTED]

By: _____

Jack Scarola (FBN 169440)

Primary: [REDACTED]

Primary: [REDACTED]

Primary: [REDACTED]

Counsel for Bradley J. Edwards

By: _____

Tonja Haddad Coleman (FBN 0176737)

Primary: [REDACTED]

Secondary: [REDACTED]

- and -

Jack A. Goldberger (FBN 262013)
ATTERBURY, GOLDBERGER & WEISS, P.A.
250 Australian Avenue S., Suite 1400
West Palm Beach, FL 33401

[REDACTED]

Primary: [REDACTED]

Secondary: [REDACTED]

Co-counsel for Jeffrey Epstein

IN THE CIRCUIT COURT OF THE
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Plaintiff/Counter-Defendant,

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SCOTT ROTHSTEIN, individually, and
BRADLEY J. EDWARDS, individually,

Defendants/Counter-Plaintiffs.

_____ /

AGREED FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE came before the Court upon the Stipulation of Settlement and Dismissal With Prejudice entered into by and between Plaintiff/Counter-Defendant, Jeffrey Epstein, and Defendant/Counter-Plaintiff, Bradley J. Edwards, individually. The Court, having reviewed the Stipulation, hereby

ORDERS AND ADJUDGES that each and every issue, claim, counterclaim, and cause of action asserted in this case by Epstein and Edwards against each other, including all claims for all forms of damages (including punitive damages), prejudgment interest, costs and attorneys' fees, is hereby dismissed with prejudice, each party to bear its own attorneys' fees, costs and expenses. This dismissal is not an admission of liability by any party.

DONE AND ORDERED in Chambers in Palm Beach County Florida, this _____ day
of _____, 2017.

Honorable Donald Hafele
Circuit Judge

SERVICE LIST

Jack Scarola
Searcy Denney Scarola Barnhart & Shipley
2139 Palm Beach Lakes Blvd.
West Palm Beach, FL 33409
Primary: [REDACTED]
Primary: [REDACTED]
Primary: [REDACTED]
Counsel for Bradley J. Edwards

Tonja Haddad Coleman
Tonja Haddad, P.A.
5315 S.E. Seventh Street, Suite 301
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Primary: [REDACTED]
Secondary: [REDACTED]
Co-counsel for Jeffrey Epstein

Jack A. Goldberger
Atterbury, Goldberger & Weiss, P.A.
250 Australian Avenue S., Suite 1400
West Palm Beach, FL 33401
[REDACTED]
Primary: [REDACTED]
Secondary: [REDACTED]
Co-counsel for Jeffrey Epstein

EXHIBIT B

GENERAL RELEASE

This Release is made by Defendant/Counter-Plaintiff, Bradley J. Edwards, individually ("Edwards").

Edwards, for the consideration of \$510,000 paid to him on behalf of Plaintiff/Counter-Defendant, Jeffrey Epstein, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, acquit, satisfy and forever discharge Plaintiff/Counter-Defendant, Jeffrey Epstein, and his personal representatives, administrators, agents, heirs, assigns, attorneys and insurers (collectively, "Epstein") of and from each and every issue, claim, counterclaim and cause of action alleged in the case styled *Jeffrey Epstein v. Scott Rothstein, individually and Bradley J. Edwards, individually*, 15th Judicial Circuit, Palm Beach County, Florida, Case No. 2009-CA-040800XXXXMG-AG (the "Litigation"), including all claims for all forms of damages (including compensatory and punitive damages), pre and post-judgment interest, costs and attorneys' fees. This Release also encompasses any and all claims which could have been or should have been brought in the Litigation to the extent they arise from the facts alleged in the Litigation.

It is further understood and agreed that this Release and settlement represents the compromise of disputed claims, is made in order to avoid the nuisance and uncertainty of litigation, and that payment is not to be construed or interpreted as an admission of liability on the part of Epstein. Epstein expressly denies liability.

This Release constitutes the entire agreement between the parties and cannot be changed orally. This Release shall be construed, enforced and interpreted in accordance with the laws of the State of Florida and venue for any action to enforce or construe the Release shall be Palm Beach County, Florida.

CAUTION: READ BEFORE SIGNING

BRADLEY J. EDWARDS

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing Release was acknowledged before me this ____ day of _____,
2017, by BRADLEY J. EDWARDS, who is personally known to me or who presented
_____ as identification.

I have hereunto set my hand affixed my official seal this ____ day of _____,
2017.

NOTARY PUBLIC

Typed/Printed Name of Notary

Commission No./Expiration