

COPY

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

CASE NO.: 502009CA040800XXXXMBAG

JEFFREY EPSTEIN,

Plaintiff(s),

vs.

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

Defendant(s).

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**PROPOSAL FOR SETTLEMENT PURSUANT TO  
RULE 1.442, FLORIDA RULES OF CIVIL PROCEDURE  
AND §768.79, FLORIDA STATUTES**

Defendant/Counter-Plaintiff, Bradley J. Edwards, by and through his undersigned counsel, states that at least ninety (90) days have passed since the commencement of this action, and there are at least forty-five (45) days remaining before the date set for trial or the first day of the docket on which this case is set for trial, whichever is earlier.

THEREFORE, Defendant/Counter-Plaintiff hereby serves this proposal for settlement pursuant to Florida Rule of Civil Procedure 1.442 and F.S. 768.79. This proposal for settlement must be accepted in writing, within thirty (30) days or it shall be deemed rejected. The Proposal for Settlement is as follows:

1. **PARTY MAKING PROPOSAL: Bradley J. Edwards.**
2. **PARTY TO WHOM THE PROPOSAL IS BEING MADE: Jeffrey Epstein.**
3. **CLAIMS THE PROPOSAL ATTEMPTS TO RESOLVE: All issues and claims for damages asserted by and against the Defendant, Jeffrey Epstein against and by**

**D. AMOUNT PROPOSED TO SETTLE CLAIM FOR ATTORNEY**

**FEES, IF ANY:** \$           -0-          . Amount is inclusive of fees and costs.

5. **SERVICE AND FILING:** This proposal shall be served on the party to whom it is made through counsel, but shall not be filed unless necessary to enforce the provisions of Rule 1.442.

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 **WITHDRAWAL:** This proposal may be withdrawn in writing provided the written withdrawal is delivered before a written acceptance is delivered. Once withdrawn, this Proposal is void.

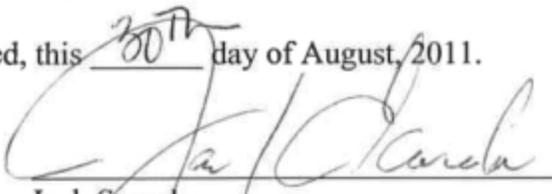
7. **ACCEPTANCE AND REJECTION:** This Proposal shall be deemed by the Defendant/Counter-Plaintiff to be rejected unless accepted by delivery of a written notice of acceptance within thirty (30) days after service of the Proposal. The provisions of Florida Rule of Civil Procedure 1.090(e) do not apply to this Proposal. No oral communications shall constitute an acceptance, rejection or counteroffer of this Proposal.

8. **CONSEQUENCES OF REJECTION:** In the event this proposal is rejected, the Plaintiff, Jeffrey Epstein, is subject to sanctions, including, but not limited to, those as outlined in Rules 1.442(g) and (h) of the Florida Rules of Civil Procedure, Fla. Stat. 768.79 and any other relief Defendant/Counter-Plaintiff is entitled to as a matter of law and which the Court deems just and proper.

9. **GOOD-FAITH:** This Proposal is being submitted with the knowledge, understanding, and consent of the Defendant/Counter-Plaintiff, making this Proposal.

Edwards adv. Epstein  
Case No.: 502009CA040800XXXXMBAG  
Proposal for Settlement

I HEREBY CERTIFY that a true and correct copy of the foregoing Proposal for Settlement was served to Plaintiff's attorney, Joseph L. Ackerman, Esquire, by Email and U.S. Mail via Certified mail, return receipt requested, this 30<sup>th</sup> day of August, 2011.



Jack Scarola  
Florida Bar No.: 169440  
Searcy Denney Scarola Barnhart & Shipley  
2139 Palm Beach Lakes Boulevard  
West Palm Beach, Florida 33409  
Phone: (561) 686-6300  
Fax: (561) 383-9451  
Attorney for Bradley J. Edwards

GENERAL RELEASE

**TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:**

**BRADLEY J. EDWARDS, individually**, for and in consideration of the sum of Three Million Nine Hundred Ninety Nine Thousand Dollars (\$3,999,000) lawful money of the United States of America, paid to him on behalf of **JEFFREY EPSTEIN**, the receipt whereof is hereby acknowledged, and for and in consideration of the execution of the General Release attached hereto as Exhibit #2 has remised, released, and forever discharged, and by these presents does for himself, as well as his heirs, survivors, executors, administrators, agents, and assigns, remise, release, acquit and forever discharge **JEFFREY EPSTEIN**, as well as his heirs, survivors, executors, administrators, agents, assigns, attorneys, insurers, and reinsurers (hereinafter referred to as "**Releasee**"), of and from all manner of action and actions, cause and causes of action, 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, which **BRADLEY J. EDWARDS, individually**, ever had, now has, or may have against **Releasee** or which his heirs, survivors, executors, administrators, agents, and assigns hereafter can, shall or may have against **Releasee**, whether known or unknown, including but not limited to all claims for compensatory damages, punitive damages, penalties, interest, costs or attorney's fees, past, present and future, and all other damages, without limitation, specifically arising out of those matters described more particularly in the action entitled *JEFFREY EPSTEIN v. SCOTT ROTHSTEIN individually, and BRADLEY J. EDWARDS, individually*, Case No. 502009CA040800XXXXMB-AG, pending in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida ("the Action").

EXHIBIT #1

EFTA01069266

I understand and agree that this General 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 General Release shall be Palm Beach County, Florida.

IN WITNESS WHEREOF, I, \_\_\_\_\_, have hereunto set  
\_\_\_\_\_ hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**Signed, sealed and delivered**  
in the presence of:

**WITNESS:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**BRADLEY J. EDWARDS**

**STATE OF FLORIDA }**

**COUNTY OF \_\_\_\_\_ }**

**BEFORE ME**, the undersigned authority, personally appeared **BRADLEY J. EDWARDS**, who, upon being first duly sworn according to law, deposes and says that he executed the foregoing **General Release** and that the representations therein are true and correct to the best of his knowledge and belief.

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of August, 2011. **Individual**

**Personally Known** \_\_\_\_\_ **OR Produced Identification** \_\_\_\_\_

**Type And Number of Identification Produced:** \_\_\_\_\_

My Commission Expires:  
(seal)

NOTARY PUBLIC  
State of Florida at Large

GENERAL RELEASE

**TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:**

**JEFFREY EPSTEIN, individually**, for and in consideration of the execution of the General Release attached hereto as Exhibit #1 has remised, released, and forever discharged, and by these presents does for himself, as well as his heirs, survivors, executors, administrators, agents, and assigns, remise, release, acquit and forever discharge **BRADLEY J. EDWARDS**, as well as his heirs, survivors, executors, administrators, agents, assigns, attorneys, insurers, and reinsurers (hereinafter referred to as "**Releasee**"), of and from all manner of action and actions, cause and causes of action, 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, which **JEFFREY EPSTEIN, individually**, ever had, now has, or may have against **Releasee** or which his heirs, survivors, executors, administrators, agents, and assigns hereafter can, shall or may have against **Releasee**, whether known or unknown, including but not limited to all claims for compensatory damages, punitive damages, penalties, interest, costs or attorney's fees, past, present and future, and all other damages, without limitation, specifically arising out of those matters described more particularly in the action entitled *JEFFREY EPSTEIN v. SCOTT ROTHSTEIN individually, and BRADLEY J. EDWARDS, individually*, Case No. 502009CA040800XXXXMB-AG, pending in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida ("the Action").

I understand and agree that this General 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 General Release shall be Palm Beach County, Florida.

IN WITNESS WHEREOF, I, \_\_\_\_\_, have hereunto set  
\_\_\_\_\_ hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**Signed, sealed and delivered**  
in the presence of:

**WITNESS:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**JEFFREY EPSTEIN**

**STATE OF FLORIDA }**

**COUNTY OF \_\_\_\_\_ }**

**BEFORE ME**, the undersigned authority, personally appeared **JEFFREY EPSTEIN**, who, upon being first duly sworn according to law, deposes and says that he executed the foregoing **General Release** and that the representations therein are true and correct to the best of his knowledge and belief.

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of August, 2011. **Individual**

**Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_**

**Type And Number of Identification Produced: \_\_\_\_\_**

My Commission Expires:  
(seal)

NOTARY PUBLIC  
State of Florida at Large

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CIVIL DIVISION  
CASE NO. 502009CA040800XXXXMB-AG  
Judge David F. Crow

JEFFREY EPSTEIN,

Plaintiff,

v.

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

Defendants.

\_\_\_\_\_ /

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

Plaintiff/Counter-Defendant, JEFFREY EPSTEIN, by and through undersigned counsel, hereby serves this Proposal for Settlement upon Defendant/Counter-Plaintiff, BRADLEY J. EDWARDS, individually, pursuant to §768.79, Fla. Stat. and Fla. R. Civ. P. 1.442:

1. This Proposal is being made pursuant to §768.79, Fla. Stat. and Fla. R. Civ. P. 1.442.
2. This Proposal is being made on behalf of Plaintiff/Counter-Defendant, JEFFREY EPSTEIN.
3. This Proposal is being made to Defendant/Counter-Plaintiff, BRADLEY J. EDWARDS, individually.
4. This Proposal is directed to, and is intended to resolve, all claims pled or which could have been pled in the instant action (Case No. 502009CA040800XXXXMB-AG) by Plaintiff/Counter-Defendant, JEFFREY EPSTEIN, against Defendant/Counter-Plaintiff, BRADLEY J. EDWARDS, individually, and all claims pled or which could have been pled by Defendant/Counter-Plaintiff, BRADLEY J. EDWARDS, individually, against Plaintiff/Counter-

Defendant, JEFFREY EPSTEIN, in this action, including any and all claims for compensatory damages, interest, attorney's fees. and costs.

5. Plaintiff/Counter-Defendant, JEFFREY EPSTEIN has not pled a claim for punitive damages against Defendant/Counter-Plaintiff, BRADLEY EDWARDS, individually, nor has Defendant/Counter-Plaintiff, BRADLEY EDWARDS, individually, pled a claim for punitive damages against Plaintiff/Counter-Defendant, JEFFREY EPSTEIN, although this Proposal is intended to resolve all such claims if available.

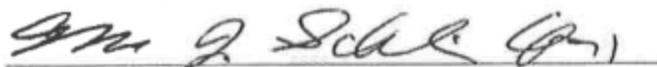
6. Attorney's fees are not part of the legal claims brought by Plaintiff/Counter-Defendant, JEFFREY EPSTEIN, against Defendant/Counter-Plaintiff, BRADLEY EDWARDS, individually, and are not part of the legal claims brought by Defendant/Counter-Plaintiff, BRADLEY EDWARDS, individually, against Plaintiff/Counter-Defendant, JEFFREY EPSTEIN. However, this Proposal is intended to resolve all such claims if available.

7. The total amount of this Proposal is Three Hundred Thousand Dollars and 00/100 (\$300,000.00) to be paid on behalf of Plaintiff/Counter-Defendant, JEFFREY EPSTEIN, to Defendant/Counter-Plaintiff, BRADLEY EDWARDS, individually.

8. The conditions of this Proposal are: (1) that Defendant/Counter-Plaintiff, BRADLEY J. EDWARDS, individually, shall execute and deliver to undersigned counsel the General Release attached hereto as Exhibit "A;" and (2) that Defendant/Counter-Plaintiff BRADLEY J. EDWARDS, individually, shall, by and through his attorney, execute and deliver to undersigned counsel the Stipulation for Dismissal with Prejudice attached hereto as Exhibit "B."

9. This Proposal shall expire in thirty (30) days from its service unless withdrawn in writing prior to that date. Any acceptance of this Proposal must be in writing and must be an acceptance of the entire Proposal as outlined above.

I HEREBY CERTIFY that a true and correct copy of the foregoing was faxed and mailed this 25<sup>th</sup> day of August, 2011 to Jack Scarola, Esq., Searcy, Denney, Scarola, Barnhart & Shipley, P.A., 2139 Palm Beach Lakes Blvd., West Palm Beach, FL 33409.



Joseph L. Ackerman, Jr.  
Fla. Bar No. 235954

FOWLER WHITE BURNETT, P.A.  
Espirito Santo Plaza, Fourteenth Floor  
1395 Brickell Avenue  
Miami, Florida 33131  
Telephone: [REDACTED]  
Facsimile: [REDACTED]

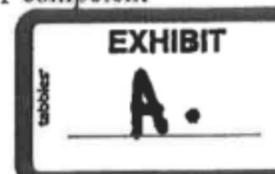
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GENERAL RELEASE

**TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:**

**BRADLEY J. EDWARDS, individually**, for and in consideration of the sum of Three Hundred Thousand Dollars and 00/100 (\$300,000.00) lawful money of the United States of America, paid to him on behalf of **JEFFREY EPSTEIN**, the receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and by these presents does for himself, as well as his heirs, survivors, executors, administrators, agents, and assigns, remise, release, acquit and forever discharge **JEFFREY EPSTEIN**, as well as his heirs, survivors, executors, administrators, agents, assigns, attorneys, insurers, and reinsurers (hereinafter referred to as "**Releasees**"), of and from all manner of action and actions, cause and causes of action, 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, which **BRADLEY J. EDWARDS, individually**, ever had, now has, or may have against **Releasees** or which his heirs, survivors, executors, administrators, agents, and assigns hereafter can, shall or may have against **Releasees**, including but not limited to all claims for compensatory damages, punitive damages, penalties, interest, costs or attorney's fees, past, present and future, and all other damages, without limitation, specifically arising out of that certain incident described more particularly in Defendant/Counter-Plaintiff's Counterclaim filed in the Action entitled *JEFFREY EPSTEIN v. SCOTT ROTHSTEIN, individually, and BRADLEY J. EDWARDS, individually*, Case No. 502009CA040800XXXXMB-AG, pending in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida ("the Action").

As further consideration, I agree not to disclose the details of this release in settlement of all claims, including the nature or the amount paid and the reasons for the payment, to any person other than my lawyer, accountant, income tax preparer, or by valid order of a Court of competent



jurisdiction whether directly or indirectly. To the extent that I must disclose any of the above information to any of the above named persons, I shall instruct that person or persons to keep the information confidential.

I understand and agree that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that **Releasees** deny liability therefor and intend merely to avoid litigation and buy peace.

I understand and agree that this General 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 General Release shall be Palm Beach County, Florida.

IN WITNESS WHEREOF, I, \_\_\_\_\_, have hereunto set  
\_\_\_\_\_ hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Signed, sealed and delivered**  
in the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BRADLEY J. EDWARDS

STATE OF FLORIDA    }  
COUNTY OF \_\_\_\_\_}

**BEFORE ME**, the undersigned authority, personally appeared **BRADLEY J. EDWARDS**, who, upon being first duly sworn according to law, deposes and says that he executed the foregoing **General Release** and that the representations therein are true and correct to the best of his knowledge and belief.

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

**Individual Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_**

**Type And Number of Identification Produced: \_\_\_\_\_**

My Commission Expires:  
(seal)

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CIVIL DIVISION  
CASE NO. 502009CA040800XXXXMB-AG  
Judge David F. Crow

JEFFREY EPSTEIN,

Plaintiff,

v.

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

Defendants.

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**STIPULATION FOR DISMISSAL WITH PREJUDICE**

COME NOW the parties herein, by and through the undersigned attorneys, and show unto the Court that the parties hereto, Plaintiff/Counter-Defendant, **JEFFREY EPSTEIN**, and Defendant/Counter-Plaintiff, **BRADLEY EDWARDS, individually**, have agreed to amicably settle all claims brought in the above-styled cause.

WHEREFORE, the parties petition this Court for an Order dismissing the claims brought by Plaintiff/Counter-Defendant, **JEFFREY EPSTEIN**, against Defendant/Counter-Plaintiff, **BRADLEY EDWARDS, individually**, and the claims brought by Defendant/Counter-Plaintiff, **BRADLEY EDWARDS, individually**, against Plaintiff/Counter-Defendant, **JEFFREY EPSTEIN**, with prejudice, each party to bear its own costs and attorney's fees. The parties further request that the Court retain jurisdiction over this case for a period of sixty (60) days to enforce the terms of the settlement.

SEARCY, DENNEY, SCAROLA,  
BARNHART & SHIPLEY, P.A.  
2139 Palm Beach Lakes Blvd,

FOWLER WHITE BURNETT, P.A.

Espirito Santo Plaza



West Palm Beach, FL 33409

[REDACTED] fax

1395 Brickell Ave, 14<sup>th</sup> Floor  
Miami, FL 33131

[REDACTED] fax

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**JACK SCAROLA, ESQ.**  
Counsel for Defendant/Counter-Plaintiff  
Bradley J. Edwards  
Fla. Bar No. 169440

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**JOSEPH L. ACKERMAN, JR., ESQ.**  
Counsel for Plaintiff/Counter-Defendant  
Jeffrey Epstein  
Fla. Bar No. 235954