

SEARCY
DENNEY
SCAROLA
BARNHART
& SHIPLEY P.A.
*Attorneys
at Law*

WEST PALM BEACH OFFICE:

TALLAHASSEE OFFICE:

THE TOWLE HOUSE

VIA EMAIL and U.S. MAIL

August 29, 2012

Tonja Haddad Coleman, Esquire
Law Offices of Tonja Haddad, [REDACTED]

Re: EDWARDS ADV. EPSTEIN
Our File No.: 291874

Dear Ms. Coleman:

Pursuant to the authorization and direction of Bradley Edwards, I am writing to convey a demand to settle all claims against Jeffrey Epstein and his agents, (including all attorneys and law firms that have participated in Mr. Epstein's tortuous conduct), in exchange for payment of the sum of Five Million Dollars. This offer is open only until such time as the scheduled hearing on our pending motion for leave to amend to assert a claim for punitive damages at which time—unless withdrawn sooner—this offer shall be automatically withdrawn. Upon the granting of our motion, the settlement demand shall be increased to Ten Million Dollars for a period of thirty days from the date of entry of the order granting the motion—unless withdrawn sooner. Thereafter, and at each 30 day interval which follows, the settlement demand shall increase by an additional \$250,000 up until the commencement of the trial calendar on which the case is initially set for trial. These increased demands are also subject to earlier withdrawal.

All of these settlement demands are non-negotiable, and I have been instructed to ignore all communications regarding settlement other than a written acceptance.

While I have copied your current co-counsel, Mr. Goldberger, on this demand, I leave it to you to decide who among your numerous predecessors should be informed of this demand based on their participation in the baseless prosecution of claims against Mr. Edwards. Your access to privileged communications places you and your client in a better position than we are in at this time to determine the appropriateness of



Tonja Haddad-Coleman, Esq.
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informing others of this opportunity to participate in resolving any potential liability they may have.

Since you personally appear to be under the mistaken impression that the voluntary dismissal without prejudice of the last remnant of your client's extortion attempts might somehow shield you and your client from liability for malicious prosecution, I suggest you review the following:

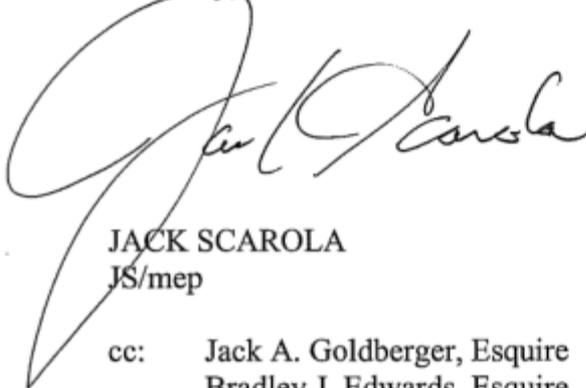
Cohen v. Corwin, 980 So.2d 1153 (Fla. 4 DCA 2008);

Union Oil of Cal. Amsco Div. v. Watson, 468 So.2d 349 (Fla. 3 DCA 1985)

Johnson Law Group v. Elimadebt USA, LLC, 2010 WL 2035284, *6 (██████████
May 24, 2010)

Sfeir v. Equitable Life Assur. Soc. of U.S., 595 So.2d 971 (Fla. 2 DCA 1992).

Sincerely,



JACK SCAROLA
JS/mep

cc: Jack A. Goldberger, Esquire
Bradley J. Edwards, Esquire

