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Yet, with EDWARDS and RRA as her attorneys, L.M. did a "180" at her September, 2009 deposition in saying:

A: . . . Once they were there, they were scared out of their mind. They did it anyways and some of them walked out and said L.M. don't ever do this to me again. That was the worst thing that ever happened to me. (DT 170:8-11)

. . . A: And then, a lot of girls weren't comfortable. (DT 171:13)

f. The above represent only a few of the dramatic changes L.M. made in her testimony prior to her representation by EDWARDS/RRA and after she hired ROTHSTEIN, EDWARDS and RRA.

48. As a result of the fraudulent investment or (Ponzi) scheme, L.M. may knowingly have compromised her alleged interests in her Civil Action, or committed a fraud on the court.

49. RRA and the Litigation Team took an emotionally driven set of facts involving alleged innocent, unsuspecting, underage females and a Palm Beach Billionaire and sought to turn it into a gold mine. Rather than evaluating and resolving the cases based on the merits (i.e. facts) which included knowledgeable, voluntary and consensual actions by each of the claimants and substantial pre-Epstein psychological and emotional conditions of each of the claimants and substantial sexual experiences pre-Epstein, RRA and the Litigation Team sought through protective orders and objections to block relevant discovery regarding their claimants. They instead forged ahead with discovery the main purpose of which was to pressure Epstein into settling the cases.

Fortunately, their tactics have not been successful. As Magistrate Judge Linnea Johnson wrote in a discovery order dated September 15, 2009 (DE 299 in Federal Case #08-80119) in denying Plaintiffs' Motion for Protective Order:

"This is his [Epstein's] right. The Record in this case is clear that the childhood of many of the Plaintiffs was marred by instances of abuse and neglect, which in turn may have resulted, in whole or in part, in the damages claimed by the Plaintiffs."

In addition, in an Omnibus Order dated October 28, 2009 (DE 377 in Federal Case #08-80119) Magistrate Judge Linnea Johnson wrote:

"Here the request at issue goes to the very heart of the Plaintiff's damage claims, requesting not only general information relating to Plaintiff's sexual history, but inquiring as to specific instances wherein Plaintiff received compensation or consideration for sex acts, claim other males sexually assaulted, battered, or abuses her, and/or claim other males committed lewd or lecherous acts on her. As a global matter, Plaintiffs clearly and unequivocally place their sexual history in issue by their allegations that Epstein's actions in this case has negatively affected their relationships by, among other things, "distrust in men," "sexual intimacy problems," "diminished trust," "social problems," "problems in personal relationships," "feeling of stress around men," "premature teenage pregnancy," "antisocial behaviors," and "hyper-sexuality and promiscuity." Considering these allegation, there simply can be no question that Epstein is entitled to know whether Plaintiffs were molested or the subject of other "sexual activity" or "lewd

and lascivious conduct" in order to determine whether there is an alternative basis for the psychological disorders Plaintiffs claim to have sustained, whether Plaintiffs engaged in prostitution or other similar type acts and how certain acts alleged in the Complaint materially affected Plaintiffs' relationships with others or how those acts did not have such an affect on those relationships and/or whether Plaintiffs suffered from the alleged emotional and psychological disorders as a result of other sexual acts prior to the acts alleged in the Complaint. To deny Epstein this discovery, would be tantamount to barring him from mounting a defense.

50. ROTHSTEIN, EDWARDS and L.M.'s actions constitute a fraud upon EPSTEIN as RRA, ROTHSTEIN and the Litigation Team represented themselves to be acting in good faith and with the best interests of their clients in mind at all times when in reality, they were acting in furtherance of the investment or Ponzi scheme described herein. EPSTEIN justifiably relied to his detriment on the representations of RRA, and Defendants, ROTHSTEIN, EDWARDS and L.M. as to how he conducted and defended the Civil Actions brought against him.

51. As a direct and proximate result of the fraudulent and illegal investment or Ponzi scheme orchestrated by ROTHSTEIN and as yet other unknown co-conspirators and as a result of the litigation tactics undertaken by the Litigation Team and L.M. as set forth herein, Plaintiff EPSTEIN has incurred and continues to incur the monetary damages including, but not limited to, having to pay an amount in excess of the Civil Actions' true value as a result of them refusing to settle in that a percentage of any payment by

EPSTEIN may have been promised to third party investors; incurring significant additional legal fees and costs as result of Defendants refusal to conduct settlement negotiations in a forthright and good faith manner because any monies paid by EPSTEIN is in reality a promised return on an investment; and incurred significant attorneys' fees and costs in defending the discovery that was not relevant, material and/or calculated to lead to the admissibility of evidence, but which was done for the sole purpose of "pumping" the cases to investors.

52. EPSTEIN has also been injured in that the scope of the fraudulent and criminal or racketeering activity so permeated the RRA law firm that EPSTEIN has been prevented from fully and fairly defending the civil actions brought against him. In essence, the very existence of RRA was based on the continuation of the massive Ponzi scheme orchestrated by ROTHSTEIN and other co-conspirators. In order to continue to bring in monies from investors, ROTHSTEIN and other co-conspirators used the Civil Actions against EPSTEIN, along with other manufactured lawsuits, as a means of obtaining massive amounts of money.

53. ROTHSTEIN, EDWARDS and L.M. are liable for damages caused to EPSTEIN - individually, and jointly and severally.

Count 1 - Violation of §§772.101, et seq., Fla. Stat. -  
Florida Civil Remedies for Criminal Practices Act -  
Against All Defendants

54. Plaintiff realleges and incorporates paragraphs 1 through 53 as if fully set forth herein.

55. RRA, ROTHSTEIN, EDWARDS and L.M. each and collectively constitute an enterprise pursuant to §772.102(3), Fla. Stat. (2009).

56. ROTHSTEIN, EDWARDS and L.M. engaged in a pattern of criminal activity as defined in §772.102(3) and (4), Fla. Stat. (2009).

57. As alleged herein, ROTHSTEIN and EDWARDS committed multiple predicate acts in violation of §772.103(1), (2), (3) and (4), Fla. Stat., including violations of Florida Statutes - Chapter 517, relating to securities transactions; Chapter 817, relating to fraudulent practices, false pretenses, and fraud generally (which includes L.M.); Chapter 831, relating to forgery; §836.05, relating to extortion (which includes L.M.); and Chapter 837, relating to perjury (which includes L.M.). Substantially more than two predicate acts (i.e., the selling of or participation in the sale of fabricated settlements outlined herein, including the Civil Actions involving Epstein as well as the improper litigation tactics outlined above) occurred within a five-year time period.

58. As a direct and proximate result of ROTHSTEIN, EDWARDS and L.M.'s violations of §772.103, Fla. Stat., EPSTEIN has been injured.

59. Pursuant to §772.104(1), Fla. Stat., Plaintiff EPSTEIN is entitled to threefold of his actual damages sustained, reasonable attorney's fees and court costs, and such other damages as allowed by law.

WHEREFORE, Plaintiff EPSTEIN respectfully demands the entry of a judgment for damages against all the named Defendants.

Count II - Florida RICO -  
"Racketeer Influenced and Corrupt Organization Act"  
Pursuant to §805.01, et seq., Fla. Stat. (2009).  
Against All Defendants

60. Plaintiff realleges and incorporates paragraphs 1 through 53 as if fully set forth herein.

61. RRA, along with ROTHSTEIN, EDWARDS and L.M., each and collectively, constitute an enterprise pursuant to §895.02(3), Fla. Stat. (2009).

62. During all times relevant hereto, ROTHSTEIN, EDWARDS and L.M. were and are associated with the enterprise, RRA, and each other.

63. Defendants, ROTHSTEIN, EDWARDS and L.M., as persons associated with the enterprise, RRA and each other (as an enterprise), unlawfully conducted or participated, directly or indirectly, in such an enterprise through a pattern of racketeering, § 895.03(3), Fla. Stat., as alleged above herein.

64. The breadth and scope of ROTHSTEIN, EDWARDS and, potentially, L.M.'s racketeering activity continues to be investigated by the FBI, as numerous civil lawsuits against some of the Defendants and others continue to be filed by persons who have been damaged. As of the filing of this Complaint, criminal charges have only been brought against ROTHSTEIN.

65. Substantially more than two predicate acts (i.e., the selling of fabricated settlements outlined herein, including the Civil Actions involving Epstein as well as the improper litigation tactics outlined above) occurred within a five year time period.

66. Pursuant to §895.02, Fla. Stat., ROTHSTEIN and EDWARDS engaged in a pattern of "racketeering activity" through the commission of crimes as defined in § 895.02(1)(a)-(b), Fla. Stat., including Chapter 517, relating to securities; Chapter 817, relating to fraudulent practices, false pretenses, and fraud (including L.M.) generally;

Chapter 813, relating to forgery; §836.05, relating to extortion (including L.M.); Chapter 837, relating to perjury (including L.M.).

67. Pursuant to §895.05, Fla. Stat., Plaintiff seeks the following relief against Defendants, ROTHSTEIN, EDWARDS and L.M.:

- a) Ordering ROTHSTEIN and EDWARDS to divest themselves of any interest in the enterprise, RRA;
- b) Enjoin all Defendants from engaging in the same type of conduct and activities as described herein; and
- c) Temporarily enjoining ROTHSTEIN, EDWARDS and L.M., from the continuation of the Civil Actions brought against EPSTEIN until criminal charges have been formally brought against RRA and/or any of the Defendants, such that EPSTEIN may be allowed to evaluate whether a stay or dismissal of all Civil Actions against him is merited.

68. EPSTEIN further seeks an award of his reasonable attorney's fees and costs, and such other relief that this Court deems appropriate.

WHEREFORE, Plaintiff EPSTEIN respectfully demands the entry of a judgment for the relief sought and damages against the named Defendants.

**Count III - Abuse of Process -**  
**Against All Defendants**

69. Plaintiff realleges and incorporates paragraphs 1 through 53 as if fully set forth herein.

70. After instituting the Civil Actions against EPSTEIN, the actions of Defendants, ROTHSTEIN, EDWARDS and L.M. as alleged in paragraphs 9 through 53 herein, constitute an illegal, improper or perverted use of process.

71. ROTHSTEIN, EDWARDS and L.M. possessed ulterior motives or purposes in exercising such illegal, improper, or perverted use of process.

72. As a result of ROTHSTEIN, EDWARDS and L.M.'s actions, EPSTEIN suffered damages.

WHEREFORE, Plaintiff EPSTEIN respectfully demands the entry of a judgment for damages against all the named Defendants.

Count IV - Fraud  
Against All Defendants

73. Plaintiff realleges and incorporates paragraphs 1 through 53 as if fully set forth herein.

74. ROTHSTEIN, by and through Defendant EDWARDS and L.M. made false statements of fact to EPSTEIN and his attorneys and agents, known to be false at the time made, and/or intentionally concealed material information from EPSTEIN and his attorneys and agents, for the purpose of inducing EPSTEIN to act in reliance thereon.

75. EPSTEIN did so act on the misrepresentation and/or concealment by incurring additional attorney's fees, costs, and expenses in aggressively defending the civil actions whereas in reality, because the Civil Actions against Plaintiff were being exploited and over-valued so as to lure additional investors and to attempt to extort as much money as possible from EPSTEIN so as to continue the massive fraud.



WHEREFORE Plaintiff EPSTEIN demands judgment against Defendants for damages incurred and for any other relief to which he is entitled under the law.

Conspiracy to Commit Fraud  
Against All Defendants

76. Plaintiff realleges and incorporates paragraphs 1 through 53, and 74 and 75 as if fully set forth herein.

77. ROTHSTEIN, EDWARDS and L.M. conspired to commit a fraud upon EPSTEIN.


78. ROTHSTEIN, EDWARDS and L.M. combined by and through concerted action as detailed herein to accomplish an unlawful purpose or accomplish some purpose by unlawful means. The unlawful purpose was, among other things, the orchestrating and continuation of the massive fraudulent Ponzi scheme and receipt of monies for the continuation of the scheme. The unlawful means includes, but is not limited to, the use of the Civil Actions against EPSTEIN in an unlawful, improper, and fraudulent manner.

79. As a direct and proximate result of ROTHSTEIN, EDWARDS and L.M.'s conspiracy to defraud EPSTEIN, EPSTEIN suffered damages.

WHEREFORE Plaintiff EPSTEIN demands judgment against Defendants for damages incurred and for any other relief to which he is entitled under the law.

Jury Trial

Plaintiff demands Jury Trial on all issues so triable.

By:   
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 09-60331-CR-COHN

UNITED STATES OF AMERICA,

Plaintiff,

v.

SCOTT W. ROTHSTEIN,

Defendant.

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PLEA AGREEMENT

The United States of America and SCOTT W. ROTHSTEIN (hereinafter referred to as "the defendant") enter into the following agreement:

1. The defendant agrees to plead guilty to the five count Information, which charges the defendant in Count 1 with a Racketeering Conspiracy, in violation of Title 18, United States Code, Section 1962(d); in Count 2 with Conspiracy to Commit Money Laundering, in violation of Title 18, United States Code, Section 1956(h); in Count 3 with Conspiracy to Commit Mail Fraud and Wire Fraud, in violation of Title 18, United States Code, Section 1349; and in Counts 4 and 5 with Wire Fraud, in violation of Title 18, United States Code, Section 1343.

2. The defendant is aware that the sentence will be imposed by the Court after considering the Federal Sentencing Guidelines and Policy Statements (hereinafter "the Sentencing Guidelines") in an advisory capacity. The defendant acknowledges and understands that the Court will compute an advisory sentence under the Sentencing Guidelines and that the applicable advisory guidelines will be determined by the Court relying in part on the results of a Pre-Sentence Investigation by the Court's probation office, which investigation will commence after the guilty plea

has been entered. The defendant is also aware that, under certain circumstances, the Court may depart from the applicable advisory guideline range and impose a sentence that is either more severe or less severe than the advisory guidelines range. The Court is permitted to tailor the ultimate sentence in light of other statutory concerns. Knowing these facts, the defendant understands and acknowledges that the Court has the authority to impose any sentence within and up to the statutory maximum authorized by law for the offenses identified in paragraph 1 and that the defendant may not withdraw the plea solely as a result of the sentence imposed.

3. The defendant also understands and acknowledges that the Court may impose a statutory maximum term of imprisonment of up to twenty years for each of the offenses set forth in Counts 1 through 5, for a total of up to one hundred years, followed by a term of up to three years of supervised release for each offense. In addition to a term of imprisonment and supervised release, the Court may impose a fine of up to \$250,000.00 with respect to the offenses set forth in Counts 1, 3, 4, and 5, and may impose a fine with respect to the offense set forth in Count 2 of the greater of \$500,000.00 or twice the value of the property involved in the money laundering transactions.

4. The defendant further understands and acknowledges that, in addition to any sentence imposed under paragraph 3 of this agreement, a special assessment in the amount of \$100.00 with respect to each of the offenses set forth in counts 1 through 5, for a total of \$500.00, will be imposed on the defendant, which will be paid by the defendant at the time of entry of this plea.

5. The defendant further understands and acknowledges that, in addition to any sentence imposed under paragraphs 3 and 4 of this agreement, that restitution may be imposed as part of that sentence. The defendant agrees that for purposes of triggering the mandatory restitution provisions of Title 18, United States Code, Section 3663A, the offenses to which the defendant is pleading

guilty under this agreement in this case are "offenses against property" and were "committed by fraud and deceit," as those terms are understood within Title 18, United States Code, Section 3663A(c)(1)(A)(ii). The defendant accordingly understands and acknowledges that as a result of his plea of guilty pursuant to the terms of the plea agreement in this case the Court may order that he pay restitution pursuant to the provisions of Title 18, United States Code, Sections 3663A and 3664. Promptly following the entry of his guilty plea, the defendant agrees to take all necessary steps to make the following property available, as partial satisfaction of any restitution order entered in this case: (a) all property subject to the post-Information Protective Order in this matter; and (b) all property identified in the Bill of Particulars for Forfeiture.

6. The defendant further understands and acknowledges that, in addition to any sentence imposed under paragraphs 3, 4 and 5 of this agreement, forfeiture may be imposed as part of that sentence. The defendant agrees to the forfeiture of all of his right, title and interest to all assets listed in the Information and listed in the Bill of Particulars, and/or their substitutes (hereinafter "the assets"), whether controlled individually or through defendant's wholly owned or partially owned corporations or third-parties, which are subject to forfeiture pursuant to Title 18, United States Code, Sections 1963, 982(a)(1) and/or 981(a)(1)(C). The defendant agrees to assist the United States in achieving forfeiture of the assets and agrees to assist the United States with forfeiture of same, such assistance to include truthful testimony, especially to the extent that the assets are in the names of corporations or other entities or individuals. The defendant knowingly and voluntarily waives any right to a jury trial or any other adversarial proceeding regarding the assets and waives any notification about forfeiture proceedings, whether administrative or judicial. The defendant further waives any statute of limitations with respect to the commencement of such forfeiture proceedings,

whether administrative or judicial. The defendant also waives any defenses to the forfeiture, including any claim of excessive fine or penalty under the Eighth Amendment. The defendant also agrees to waive any appeal of the forfeiture. The defendant further acknowledges that the property forfeited cannot, either in whole or in part, be used to satisfy any obligation the defendant may have for any federal, state or local taxes, interest and/or other penalties which may now exist or which may come into existence.

7. The Office of the United States Attorney for the Southern District of Florida (hereinafter "this Office") reserves the right to inform the Court and the probation office of all facts pertinent to the sentencing process, including all relevant information concerning the offenses committed, whether charged or not, as well as concerning the defendant and the defendant's background. Subject only to the express terms of any agreed-upon sentencing recommendations contained in this agreement, this Office further reserves the right to make any recommendation as to the quality and quantity of punishment.

8. The United States agrees that it will recommend at sentencing that the Court reduce by three levels the advisory sentencing guideline level applicable to the defendant's offense, pursuant to Section 3E1.1 of the Sentencing Guidelines, based upon the defendant's recognition and affirmative and timely acceptance of personal responsibility. However, the United States will not be required to make this sentencing recommendation if the defendant: (1) fails or refuses to make full, accurate and complete disclosure to the probation office of the circumstances surrounding the relevant offense conduct; (2) is found to have misrepresented facts to the government prior to entering this plea agreement; or (3) commits any misconduct after entering into this plea agreement,

including but not limited to committing a state or federal offense or making false statements or misrepresentations to any governmental entity or official.

9. The defendant is aware that the sentence has not yet been determined by the Court. The defendant also is aware that any estimate of the probable sentencing range or sentence that the defendant may receive, whether that estimate comes from the defendant's attorney, the government, or the probation office, is a prediction, not a promise, and is not binding on the government, the probation office or the Court. The defendant understands further that any recommendation that the government makes to the Court as to sentencing, whether pursuant to this agreement or otherwise, is not binding on the Court and the Court may disregard the recommendation in its entirety. The defendant understands and acknowledges, as previously acknowledged in paragraph 2 above, that the defendant may not withdraw his plea based upon the Court's decision not to accept a sentencing recommendation made by the defendant, the government, or a recommendation made jointly by both the defendant and the government.

10. In the event that the applicable offense level is deemed by the Court to be 43 or above (life), the government agrees to not oppose a variance; however, the Government reserves the right to oppose any sentence recommended by the defendant.

11. This agreement resolves the defendant's federal criminal liability in the Southern District of Florida growing out of any criminal conduct by the defendant known to the United States Attorney's Office for the Southern District of Florida as of the date of this plea agreement. Said provision does not prohibit potential prosecution for any acts of violence presently unknown to the United States.

12. The United States agrees that it will not oppose defendant's request that the Court recommend to the Bureau of Prisons that the defendant be designated to the lowest security level facility deemed appropriate by the Bureau of Prisons.

13. The defendant is aware that Title 18, United States Code, Section 3742 affords the defendant the right to appeal the sentence imposed in this case. Acknowledging this, and in exchange for the undertakings made by the United States in this plea agreement, the defendant hereby waives all rights conferred by Section 3742 to appeal any sentence imposed, including any restitution order, or to appeal the manner in which the sentence was imposed, unless the sentence exceeds the maximum permitted by statute or is the result of an upward departure and/or a variance from the guideline range that the court establishes at sentencing. The defendant further understands that nothing in this agreement shall affect the government's right and/or duty to appeal as set forth in Title 18, United States Code, Section 3742(b). However, if the United States appeals the defendant's sentence pursuant to Section 3742(b), the defendant shall be released from the above waiver of appellate rights. By signing this agreement, the defendant acknowledges that he has discussed the appeal waiver set forth in this agreement with his attorney. The defendant further agrees, together with the United States, to request that the district court enter a specific finding that the defendant's waiver of his right to appeal the sentence to be imposed in this case was knowing and voluntary.

14. The defendant further waives any right to file any motion or make any claim, whether under 28 U.S.C. §§2255, 2254, 2241, or any other provision of law, to collaterally attack his conviction, his sentence, or the manner in which sentence was imposed, unless the sentence exceeds the maximum permitted by statute.



15. The defendant confirms that he is guilty of the offenses to which he is pleading guilty; that his decision to plead guilty is the decision that he has made; and that nobody has forced, threatened, or coerced him into pleading guilty. The defendant affirms that he has discussed the matter of pleading guilty in the above-referenced cases thoroughly with his attorney. The defendant further affirms that his discussions with his attorney have included discussion of possible defenses that he may raise if the case were to go to trial, as well as possible issues and arguments that he may raise at sentencing. The defendant additionally affirms that he is satisfied with the representation provided by his attorney. The defendant accordingly affirms that he is entering into this agreement knowingly, voluntarily, and intelligently, and with the benefit of full, complete, and effective assistance by his attorney. The defendant accordingly agrees that by entering into this agreement he

waives any right to file any motion or make any claim, whether under 28 U.S.C. §§2255, 2254, 2241, or any other provision of law, that contests the effectiveness of counsel's representation up to the time of the entry of his guilty plea.

16. This is the entire agreement and understanding between the United States and the defendant. There are no other agreements, promises, representations, or understandings, unless contained in a letter from the United States Attorney's Office executed by all parties and counsel prior to the change of plea.

JEFFREY H. SLOMAN  
UNITED STATES ATTORNEY

Date: 1/25/10

  
PAUL F. SCHWARTZ  
ASSISTANT UNITED STATES ATTORNEY

Date: 1/25/10

  
JEFFREY N. KAPLAN  
ASSISTANT UNITED STATES ATTORNEY

Date: 25 Jan 10

  
LAWRENCE D. LAVECCHIO  
ASSISTANT UNITED STATES ATTORNEY

Date: 1/25/10

  
MARC MURIK  
ATTORNEY FOR DEFENDANT

Date: 1/25/10

  
SCOTT W. ROTHSTEIN  
DEFENDANT

## STATEMENT OF FACTS

The United States of America and SCOTT W. ROTHSTEIN enter into the following stipulated statement of facts in support of the defendant's plea of guilty:

Had this case proceeded to trial, the government would have presented evidence which would have established beyond a reasonable doubt that from in or about 2005, through in or about November 2009, Defendant ROTHSTEIN conspired with persons known and unknown to the United States Attorney, to use the law firm, Rothstein, Rosenfeldt and Adler P.A. (hereinafter referred to as "RRA") as a criminal Enterprise in order to conduct a pattern of racketeering activity. Such pattern of racketeering activity included criminal acts which violated mail fraud, wire fraud, money laundering and conspiracy statutes.

The government would have presented evidence at trial which would have involved witness testimony and documentary and electronic evidence seized pursuant to a search warrant. The government's trial evidence would have established the following:

Defendant ROTHSTEIN was an attorney admitted to practice law in Florida. He was the Chief Executive Officer and Chairman of RRA. In or about 2005, Defendant ROTHSTEIN and other co-conspirators initiated a scheme to generate criminal proceeds through fraudulent acts. Defendant ROTHSTEIN induced investors through the use of false statements to loan money to himself and fictitious borrowers in return for promissory notes. He solicited bridge loans on behalf of purported clients of RRA, that is, he would falsely inform individuals that clients of RRA desired to borrow funds for undisclosed business deals and in return would agree to pay high rates of interest. Defendant ROTHSTEIN was aware that no such clients or requests for business financing actually existed.

Defendant ROTHSTEIN and co-conspirators also solicited investors to purchase purported

confidential settlement agreements. Such settlement agreements were falsely presented as having been reached between putative defendants based upon claims of sexual harassment and/or whistleblower actions. The investors were falsely informed that such settlement agreements were pre-litigation and therefore there was no pending litigation or court oversight. Defendant ROTHSTEIN and other co-conspirators relied upon the purported success of RRA, the existence of actual RRA civil matters and his standing in the community to lure potential investors in order to convince them to make such investments. The investors were falsely informed that the confidential settlement agreements were available for purchase. The purported settlements were allegedly available in amounts ranging from hundreds of thousands of dollars to millions of dollars and could be purchased at a discount and repaid to the investors at face value over time. For instance, in or about late 2009, a potential investor was solicited by Defendant ROTHSTEIN and/or co-conspirators to purchase a purported settlement in the amount of \$450,000. The settlement was alleged to be paid to the purported plaintiff in three installments of \$150,000 each, over the course of three months. The payment schedule was alleged to insure the confidentiality of the settlement. The purported plaintiff allegedly had agreed to accept an immediate payment of \$375,000 in satisfaction of the settlement agreement. In order to facilitate the scheme, the investor received a fraudulent settlement agreement which set forth the terms of the civil settlement, but the names of the purported plaintiff and defendant were excised due to the alleged confidentiality of the settlement.

The government would further establish that in order to facilitate and perpetrate the scheme, Defendant ROTHSTEIN and co-conspirators created false and fraudulent settlement agreements, bank statements, assignments of settlement agreements, sale and transfer agreements and personal guarantees, among other documents.

Defendant ROTHSTEIN and other co-conspirators falsely informed investors that the purported confidential settlements were either negotiated on behalf of clients of RRA or had been referred by other law firms. The investors were falsely informed that the purported settlements were based upon sexual harassment and/or whistle-blower (qui-tam) actions against corporate defendants.

Defendant ROTHSTEIN and other co-conspirators established and maintained trust accounts at several financial institutions in order to receive the investor funds and to give the appearance of legitimacy and security. False and fictitious trust account bank balance statements were created along with purported "lock letters." Such letters allegedly reflected that the funds in the trust accounts would be disbursed only to specific investors. Instead funds were disbursed among and between the various trust accounts and elsewhere by interstate wire transfers and other means in order to facilitate, promote and conceal the fraud, to launder the proceeds derived therefrom, and to enrich ROTHSTEIN and his co-conspirators. ROTHSTEIN and his co-conspirators created fraudulent on-line banking documents to further mislead investors and to facilitate the fraud.

Defendant ROTHSTEIN and co-conspirators also initiated and conducted a separate scheme to defraud clients of RRA in order to perpetuate the "Ponzi" scheme. Such clients had retained RRA to institute and file a civil lawsuit. Unknown to the clients, RRA settled the lawsuit and had obligated the clients to pay \$500,000 to the defendant. In order to perpetrate the fraud and deceive the clients, defendant ROTHSTEIN created a false and fraudulent court order purportedly signed by a Federal District Court Judge which falsely alleged that the clients of RRA had prevailed in the lawsuit and were owed a judgement of approximately \$23 million. The fraudulent court order also falsely stated that the defendant had transferred funds to the Cayman Islands for the purpose of secreting the assets.

Defendant ROTHSTEIN and other co-conspirators falsely advised the clients on several occasions that in order to recover the defendant's funds, they had to post bonds to be held in the RRA trust account. Defendant ROTHSTEIN and other co-conspirators fraudulently caused the clients to wire transfer a total of approximately \$57 million over several years to a trust account controlled by defendant ROTHSTEIN, purportedly to satisfy the bonds. Defendant ROTHSTEIN and other co-conspirators were questioned by the clients as to the progress of the alleged lawsuit. In order to delay the return of funds to the clients, defendant ROTHSTEIN fraudulently created a false Federal court order purportedly issued by a United States Magistrate Judge ordering RRA to return the transmitted funds by a later date.

Defendant ROTHSTEIN and other co-conspirators utilized funds obtained through the "Ponzi" scheme to supplement and support the operation and activities of RRA, to expand RRA by the hiring of additional attorneys and support staff, to fund salaries and bonuses, and to acquire larger and more elaborate office space and equipment in order to promote the ongoing scheme and to enrich the personal wealth of persons employed by and associated with RRA.

Defendant ROTHSTEIN and other co-conspirators engaged in the below described conduct in order to facilitate the activities of the Enterprise and to conceal and promote the scheme to defraud investors.

Defendant ROTHSTEIN and other co-conspirators utilized funds illegally obtained through the "Ponzi" scheme to make political contributions to local, state and federal political candidates, in a manner designed to conceal the true source of such funds and to circumvent state and federal laws governing the limitations and contribution of such funds.

Defendant ROTHSTEIN and other co-conspirators distributed lavish gifts, including exotic cars, jewelry, boats, loans, cash and bonuses, to individuals and to members of RRA in order to engender goodwill and loyalty and to create the appearance of a successful law firm.

Defendant ROTHSTEIN and other co-conspirators made large charitable contributions to public and private charitable institutions, including hospitals and other legitimate charitable and nonprofit organizations, using funds derived from the "Ponzi" scheme. "Ponzi" scheme funds were also used to provide gratuities to high-ranking members of police agencies in order to curry favor with such police personnel and to deflect law enforcement scrutiny of RRA.

Defendant ROTHSTEIN and other co-conspirators utilized funds obtained through the "Ponzi" scheme in order to purchase controlling interests in restaurants located in the Southern District of Florida. Such restaurants were used in part as a mechanism to give gratuities to individuals, including politicians, business associates and attorneys, in order to foster goodwill and loyalty, as locations to solicit potential investors and as secure locations for conspiratorial meetings.

Defendant ROTHSTEIN and other co-conspirators associated with well known politicians, in public forums and elsewhere, in order to gain greater notoriety and to create the appearance of wealth and legitimacy. Such acts were calculated in part to enhance defendant ROTHSTEIN and other co-conspirators' ability to solicit potential investors in the "Ponzi" scheme.

Defendant ROTHSTEIN and other co-conspirators used funds derived from the "Ponzi" scheme to maintain the appearance of affluence and wealth, by purchasing expensive real and personal property, in order to convince potential investors of the legitimacy of RRA and of the purported investment opportunities. Defendant ROTHSTEIN purchased expensive real property, personal property, business interests, vessels, vehicles and other indicia of success and wealth.

The government's evidence would establish that Defendant ROTHSTEIN and co-conspirators, through the use of RRA as the criminal Enterprise, knowingly and intentionally engaged in the above-described pattern of racketeering activity in order to generate proceeds for their enrichment through various criminal activities, including mail fraud, wire fraud and money laundering. The government's evidence would establish that the activities of the Enterprise affected interstate commerce through the transmission of funds among and between financial institutions and across state boundaries, among other means.

The Enterprise maintained offices in Broward County, Florida, and elsewhere and the pattern of racketeering activity emanated from the Southern District of Florida. Investors were solicited through wire and mail transmissions through the United States and elsewhere. In order to further the fraud scheme, Defendant ROTHSTEIN and other co-conspirators caused to be transmitted wire communications, in interstate and foreign commerce, including an interstate wire transfer sent from TD Bank to Gibraltar Bank on or about December 2, 2008 and an interstate wire transfer sent to TD Bank from JP Morgan Chase on or about October 16, 2009. The proceeds derived from the "Ponzi" scheme were laundered through the accounts maintained at several financial institutions in order to promote, carry on and conceal the criminal activities of RRA.

Had the forfeiture portion of the case proceeded to trial, the government would have established, at least by a preponderance of the evidence, the standard of proof required for sentencing, that the properties listed for forfeiture in the forfeiture allegations of the Information and in the Bill of Particulars for Forfeiture, were properly sought for forfeiture because the defendant acquired or maintained an interest therein or were derived from proceeds obtained directly and indirectly through the commission of the above-described racketeering activity. The government would have further established that the properties were involved in and/or were traceable to the



money laundering activity described above, and that such properties were also the proceeds of, or were derived from, the mail and wire fraud activity described above.

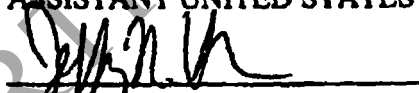
The undersigned hereby stipulate and agree that the aforesaid facts are true and correct and that they encompass all of the necessary elements to establish the guilt of the defendant to the charges of Conspiracy to Violate the RICO Act, in violation of Title 18, United States Code, Section 1962(d); Conspiracy to Commit Money Laundering, in violation of Title 18, United States Code, Section 1956(h); Conspiracy to Commit Mail Fraud and Wire Fraud, in violation of Title 18, United States Code, Section 1349; and Wire Fraud, in violation of Title 18, United States Code, Section 1343.

JEFFREY H. SLOMAN  
UNITED STATES ATTORNEY

Date: 1/25/10

  
PAUL F. SCHWARTZ  
ASSISTANT UNITED STATES ATTORNEY

Date: 1/25/10

  
JEFFREY N. KAPLAN  
ASSISTANT UNITED STATES ATTORNEY

Date: 25 Jan 10

  
LAWRENCE DI LAVECCHIO  
ASSISTANT UNITED STATES ATTORNEY

Date: 1/25/10

  
MARC NIRIK  
ATTORNEY FOR DEFENDANT

Date: 1/25/10

  
SCOTT W. ROTHSTEIN  
DEFENDANT

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

IN RE:

CASE NO.: 09-34791-RBR

ROTHSTEIN ROSENFELDT ADLER, P.A.,

CHAPTER 11

Debtor.

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**PRIVILEGE LOG**  
**FARMER, JAFFE, WEISSING, EDWARDS, FISTOS &**  
**LEHRMAN**

Dated: February 23, 2011

Total of 159 pages

EXHIBIT Q

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**Privilege Log – Dated 2-23-2011**  
**Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman**

BATES	DATE	TO	FROM	DESCRIPTION	OBJECTION
08076-08089	08/04/2009	Bradley Edwards	Spencer Kuvn	Transcript of Alfredo Rodriguez Deposition	Joint W/P Priv.
08311-08318	05/26/2009	Bradley Edwards	Katherine Ezell	WPB-Confidential-General-Financial Disclosure/Discovery	Joint W/P Priv.
08319-08324	10/16/2009	Bradley Edwards	Amy Ederi	WPB-General-Confidential	Joint W/P Priv.
08398	09/01/2009	Bradley Edwards	Kikka Claudio	C.M.A. vs. Epstein, et al.(File#:281849)	Joint W/P Priv.
08402	09/17/2009	Bradley Edwards	Paul Cassell	Report this as a parole violation	Joint W/P Priv.
08415	09/16/2009	Bradley Edwards	Margaret Berk	Scanned document from Margaret Berk	Joint W/P Priv.
08422	08/11/2009	Bradley Edwards	Katherine Ezell	Subpoena directed to the investigators	Joint W/P Priv.
10060	08/03/2009	Adam Horowitz	Jacquie Johnson	Epstein-Depo-New York	Joint W/P Priv.
10069-10074	08/04/2009	Bradley Edwards	Spencer Kuvn	RE:Transcript of Alfredo Rodriguez Deposition	Joint W/P Priv.
10077-10079	08/06/2009	Bradley Edwards	Mercedes Estrada	RE:Epstein vs. Jane Doe No.101 & Epstein vs. Jane doe No. 102	Joint W/P Priv.
10099-10102	08/27/2009	Bradley Edwards	Spencer Kuvn	RE: Epstein Depo	Joint W/P Priv.
10192	08/11/2009	Adam Horowitz	Jacquie Johnson	Trump Depo moved 08/18 to 9/24 in NY	Joint W/P Priv.
10194-10195	08/11/2009	Jacquie Johnson	Kikka Claudio	FW: Out of state subpoenas	Joint W/P Priv.
10264-10266	08/09/2009	Adam Horowitz	Jacquie Johnson	RE:Epstein-Letter regarding Leslie Wexner	Joint W/P Priv.

**Privilege Log – Dated 2-23-2011**  
**Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman**

BATES	DATE	TO	FROM	DESCRIPTION	OBJECTION
10279-10291	08/10/2009	Adam Horowitz	Jacquie Johnson	RE: Epstein-Notice of production from non parties/depo of Jane Doe	Joint W/P Priv.
10372-10373	09/17/2009	Bradley Edwards	Katherine Ezell	RE: Leslie Wexner	Joint W/P Priv.
10490-10493	09/21/2009	Bradley Edwards	Amy Ederi	FW: Epstein Depo	Joint W/P Priv.
10592-10593	09/29/2009	Bradley Edwards	Katherine Ezell	RE: Leslie Wexner	Joint W/P Priv.
10604-10620	10/01/2009	Bradley Edwards	Katherine Ezell	FW:meeting w/ atty fr wexner	Joint W/P Priv.
10639-10643	10/06/2009	Bradley Edwards	Stuart Mermelstein	Meeting w/Leslie Wexner	Joint W/P Priv.
10700-10702	10/13/2009	Adam Horowitz	Jacquie Johnson	Depo	Joint W/P Priv.
10724-1073	10/14/2009	Adam Horowitz	Jacquie Johnson	Epstein-depo of Alan Dershowitz	Joint W/P Priv.
10897	10/29/2009	Bradley Edwards	Stuart Mermelstein	Leslie Wexner	Joint W/P Priv.
10992-11005	06/22/2009	Bradley Edwards	Amy Ederi	RE:Regular Monthly Cong. Call	Joint W/P Priv.
11011-11021	06/23/2009	Bradley Edwards	Katherine Ezell	RE:Regular Monthly Cong. Call	Joint W/P Priv.
11026-11032	07/09/2009	Bradley Edwards	Spencer Kuvin	RE:Epstein commissioner appointees	Joint W/P Priv.
11072-11074	07/28/2009	Bradley Edwards	Katherine Ezell	Possible witness from Switzerland	Joint W/P Priv.
11166-11169	06/23/2009	Katherine Ezell	Bradley Edwards	RE:Article: Bear Stearns	Joint W/P Priv.

**Privilege Log – Dated 2-23-2011**  
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BATES	DATE	TO	FROM	DESCRIPTION	OBJECTION
11240-11245	06/22/2009	Katherine Ezell	Bradley Edwards	Article: Bear Stearns	Joint W/P Priv.
11248-11250	06/22/2009	Amy Ederi	Bradley Edwards	Article: Bear Stearns	Joint W/P Priv.
11255-11259	06/23/2009	Katherine Ezell	Bradley Edwards	USAO Chose Bradley Edwards conversation	Joint W/P Priv.
11269-11281	06/30/2009	Stuart Mermelstein	Bradley Edwards	RE: Epstein Depo: possible deponents	Joint W/P Priv.
11316-11319	06/28/2009	Katherine Ezell	Bradley Edwards	Discussion about possible witness from Switzerland	Joint W/P Priv.
11332-11336	08/04/2009	Spencer Kuvin	Bradley Edwards	FW: Transcript of Alfredo Rodriguez Depo and Copperfeild and Clinton's whereabouts	Joint W/P Priv.
11340-11341	08/05/2009	Mercedes Estrada	Bradley Edwards	RE: Epstein vs. Jane Doe No. 101 & 102	Joint W/P Priv.
11348-11358	08/06/2009	Adam Horowitz	Bradley Edwards	RE: Motion for protective order/discussion	Joint W/P Priv.
11430-11434	08/27/2009	Spencer Kuvin	Bradley Edwards	Discussion RE: Wexner involvement	Joint W/P Priv.
11443	09/17/2009	Katherine Ezell	Bradley Edwards	Wexner served subpoena OH	Joint W/P Priv.
11541-11542	09/29/2009	Katherine Ezell	Bradley Edwards	RE: Leslie Wexner & Bob	Joint W/P Priv.
11551-11559	10/01/2009	Spencer Kuvin	Bradley Edwards	RE: Meeting w. Stanely Arkin	Joint W/P Priv.
11585-11586	10/14/2009	Adam Horowitz	Bradley Edwards	RE: Epstein; Larry Visoski confirmed	Joint W/P Priv.
11675-11676	10/29/2009	Stuart Mermelstein	Bradley Edwards	RE: Leslie Wexner attorney info	Joint W/P Priv.

**Privilege Log – Dated 2-23-2011**  
**Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman**

BATES	DATE	TO	FROM	DESCRIPTION	OBJECTION
15981-15988	08/04/2009	Spencer Kuvin	Jacque Johnson	Attachment:Kellen & Trump subpoena	Joint W/P Priv.
15999-16007	08/05/2009	Bert Patton	Jacque Johnson	RE:Epstein Depo-New York	Joint W/P Priv.
16057-16065	08/06/2009	Mercedes Estrada	Jacque Johnson	Trump and Maxwell Dep dates	Joint W/P Priv.
15918-15949	08/04/2009	Adam Horowitz	Jacque Johnson	RE:Epstein Depo's 08/14,17,18 in NY & OH	Joint W/P Priv.
16066-16069	08/06/2009	Adam Horowitz	Jacque Johnson	Maxwell,Trump, Wexner convo RE:Depo dates	Joint W/P Priv.
16095-16098	08/11/2009	Adam Horowitz	Jacque Johnson	Maxwell,Trumo,Wexner Convo RE:Depo dates cont..	Joint W/P Priv.
15813-15814	10/29/2009	Stuart Mermelstein	Bradley Edwards	Wexler Lawyer's info	Joint W/P Priv.
15856	08/03/2009	Adam Horowitz	Jacque Johnson	Epstein Depo-NY;2 Attachments	Joint W/P Priv.
15866-15881	08/03/2009	Adam Horowitz	Jacque Johnson	Epstein Depos 08/14,17,18 in NY&OH/PDF of Sarah Kellen Notice of Videotaped Depo	Joint W/P Priv.
15893-15901	08/03/2009	Kikka Claudio	Jacque Johnson	Depo &subpoena notice for Trump	Joint W/P Priv.
15360-15363	09/01/2009	Jacque Johnson	Mercedes Estrada	RE:Alan Dershowitz;Harvard Law Info	Joint W/P Priv.
15394-15397	09/09/2009	Jacque Johnson	Katherine Ezell	RE:Epstein-Depos of Marcinkova & Sarah Kellen	Joint W/P Priv.
15413-15428	09/10/2009	Adam Horowitz	Jacque Johnson	RE:Esptein-Notice of Prodcution from Non Parties	Joint W/P Priv.
15434-15437	09/10/2009	Jacque Johnson	Katherine Ezell	Notice Of Production from Non-Parties discussion	Joint W/P Priv.

**Privilege Log – Dated 2-23-2011**  
**Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman**

BATES	DATE	TO	FROM	DESCRIPTION	OBJECTION
15454-15475	09/15/2009	Adam Horowitz	Jacque Johnson	Critton's notice of depo; Epstein notice of hearing, Mark Epstein notice of depo	Joint W/P Priv.
01465	07/13/2009	Katherine Ezell	Bradley Edwards	Epstein	Joint W/P Priv.
15485-15492	09/17/2009	Jacque Johnson	Mercedes Estrada	RE: Epstein Depo	Joint W/P Priv.
15493-15500	09/18/2009	Jacque Johnson	Katherine Ezell	RE: Deposition of Jean Luc Bruhnel	Joint W/P Priv.
15501-15555	09/18/2009	Jacque Johnson	Adam Horowitz	RE: Epstein Depo	Joint W/P Priv.
15556-15564	09/22/2009	Jacque Johnson	Margaret Berk	Epstein Depos	Joint W/P Priv.
15565-15575	09/25/2009	Jacque Johnson	Lisa Rivera	FW: Deposition of Jean Luc Bruhnel	Joint W/P Priv.
15687-15688	10/01/2009	Jacque Johnson	Lisa Rivera	Depo of David Hart Rogers	Joint W/P Priv.
15692-15707	10/01/2009	Jacque Johnson	Katherine Ezell	FW: Meeting w/ Stanley Arkin	Joint W/P Priv.
15708-15709	10/06/2009	Jacque Johnson	Mercedes Estrada	RE: Jane Does 2-8v. Epstein-Cross Nod's of Oct 6-8 depositions	Joint W/P Priv.
15033-15032	08/05/2009	Jacque Johnson	Mercedes Estrada	RE: Epstein-Depo for 8/17	Joint W/P Priv.
15087-15093	08/06/2009	Jacque Johnson	Mercedes Estrada	RE: Epstein-Depo for 8/17	Joint W/P Priv.
15094-15100	08/06/2009	Jacque Johnson	Kikka Claudio	RE: Epstein Depo-New York	Joint W/P Priv.
15109-15112	08/10/2009	Jacque Johnson	Adam Horowitz	RE: Epstein Depositions for 8/14, 17, 18 in NY & OH	Joint W/P Priv.

**Privilege Log – Dated 2-23-2011**  
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BATES	DATE	TO	FROM	DESCRIPTION	OBJECTION
15122-15125	08/11/2009	Jacquie Johnson	Kikka Claudio	RE: Ms. Maxwell Depo rescheduled	Joint W/P Priv.
15142-15158	08/11/2009	Bradley Edwards	Kikka Claudio	FW:out of state subpoenas	Joint W/P Priv.
15166-15170	08/11/2009	Jacquie Johnson	Kikka Claudio	RE:out of state subpoenas	Joint W/P Priv.
15171-15172	08/11/2009	Jacquie Johnson	Kikka Claudio	RE:Epstein	Joint W/P Priv.
15178-15182	08/12/2009	Jacquie Johnson	Kikka Claudio	RE:Epstein	Joint W/P Priv.
15306-15355	08/25/2009	Jacquie Johnson	Kikka Claudio	FW:Epstein Depo Notices & Subs	Joint W/P Priv.
14951-14952	08/03/2009	Jacquie Johnson	Kikka Claudio	RE:Epstein Depo-New York	Joint W/P Priv.
14954-14972	09/16/2009	Adam Horowitz	Jacquie Johnson	RE:Epstein-Depo of Mark Epstein on 9/21 in NY will take place as scheduled	Joint W/P Priv.
14979-14981	08/03/2009	Jacquie Johnson	Kikka Claudio	RE:Epstein Depo-New York	Joint W/P Priv.
14983-15015	08/04/2009	Jacquie Johnson	Adam Horowitz	RE:Epstein Depositions 8/14,17, &18 in NY & OH	Joint W/P Priv.
16501-16519	09/15/2009	Adam Horowitz	Jacquie Johnson	Epstein Hearing	Joint W/P Priv.
16520-16547	09/09/2009	Spencer Kuvin	Jacquie Johnson	RE:Epstein-Deposition of Jane Doe-9/30/2009	Joint W/P Priv.
16355-16384	08/24/2009	Adam Horowitz	Jacquie Johnson	Epstein Depo Notices and Subs	Joint W/P Priv.
16554-16568	09/16/2009	Kikka Claudio	Jacquie Johnson	RE:Epstein Depo	Joint W/P Priv.



**Privilege Log – Dated 2-23-2011**  
**Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman**

BATES	DATE	TO	FROM	DESCRIPTION	OBJECTION
16574-16577	09/17/2009	Adam Horowitz	Jacque Johnson	RE:Epstein Depo	Joint W/P Priv.
16396-16398	09/01/2009	Margaret Estrada	Jacque Johnson	Alan Dershowitz	Joint W/P Priv.
16578-16581	09/17/2009	Katherine Ezell	Jacque Johnson	RE:Depo	Joint W/P Priv.
16582-16585	09/18/2009	Adam Horowitz	Jacque Johnson	RE:Deposition of Jean Luc Bruhnel	Joint W/P Priv.
16585-16611	09/18/2009	Adam Horowitz	Jacque Johnson	RE:Epstein Depo	Joint W/P Priv.
16612-16439	09/18/2009	Adam Horowitz	Jacque Johnson	RE:Epstein Depo of Mark Epstein	Joint W/P Priv.
16440	08/18/2009	Spencer Kuvin	Jacque Johnson	RE:Epstein Sub to Bear Stearn	Joint W/P Priv.
16740-16753	09/22/2009	Margaret Berk	Jacque Johnson	RE:Epstein Depos	Joint W/P Priv.
16443-16452	09/09/2009	Katherine Ezell	Jacque Johnson	RE:Epstein-Depos of Marcinkova & Sarah Keller	Joint W/P Priv.
16777-16786	09/30/2009	Adam Horowitz	Jacque Johnson	RE:Epstein	Joint W/P Priv.
16793-16794	10/01/2009	Lisa Rivera	Jacque Johnson	RE:Depo of David Hart Rogers	Joint W/P Priv.
16462-16477	09/10/2009	Adam Horowitz	Jacque Johnson	RE:Epstein-Notice of Production from Non Parties	Joint W/P Priv.
16802-16823	10/02/2009	Margaret Berk	Jacque Johnson	RE:Epstein depos	Joint W/P Priv.
16483-16486	09/10/2009	Katherine Ezell	Jacque Johnson	RE:Epstein-Notice of Production from Non Parties	Joint W/P Priv.

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**Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman**

BATES	DATE	TO	FROM	DESCRIPTION	OBJECTION
16874-16880	10/13/2009	Adam Horowitz	Jacquie Johnson	Depo	Joint W/P Priv.
16904-16905	10/14/2009	Spencer Kuvin	Jacquie Johnson	RE:Epstein	Joint W/P Priv.
16945	10/26/2009	Kikka Claudio	Jacquie Johnson	RE:Epstein depositions on 10/28	Joint W/P Priv.
17033-17034	10/26/2009	Kikka Claudio	Jacquie Johnson	RE:Epstein depositions on 10/28	Joint W/P Priv.
02065-02068	06/08/2009	Bradley Edwards	Mercedes Estrada	FW:Epstein-Confirming AT&T Dial Telephone Conference for Mon 6/8/09 at 2:00 p.m.	Joint W/P Priv.
02070	09/02/2009	Jacquie Johnson	Spencer Kuvin	FW:Epstein-Depos of Marcinkova & Sarah Kellen	Joint W/P Priv.
02071	08/18/2009	Adam Horowitz	Jacquie Johnson	RE:Epstein Sub to Bear Sterns	Joint W/P Priv.
02072-02078	09/04/2009	Jacquie Johnson	Spencer Kuvin	FW:Epstein-Depos of Marcinkova & Sarah Kellen	Joint W/P Priv.
03466-03468	05/14/2009	Spencer Kuvin	Bradley Edwards	RE:Activity in Case 9:08-cv-80893-KAM Doe v. Epstein Order on Motion to Stay	Joint W/P Priv.
02301-02302	09/09/2009	Paul Cassel	Bradley Edwards	FW:Epstein	Joint W/P Priv.
03122-03123	06/10/2009	Adam Horowitz	Bradley Edwards	FW: Motion to Dismiss	Joint W/P Priv.
02805-02806	05/26/2009	Susan Stirling	Katherine Ezell	RE:WPB-Confidential-Genereal-Financial Disclosure/Discovery	Joint W/P Priv.
02670-02671	10/21/2009	Bradley Edwards	Spencer Kuvin	FW:Subpoena Info	Joint W/P Priv.
02517-02519	10/02/2009	Bradley Edwards	Katherine Ezell	FW:Meeting w/Stamley Arkin	Joint W/P Priv.