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

CASE NO. 502009CA040800XXXXMB

JUDGE: HAFELE

JEFFREY EPSTEIN,

Plaintiff/Counter-Defendant,

v.

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

Defendant/Counter-Plaintiffs.

_____/

PLAINTIFF/COUNTER-DEFENDANT JEFFREY EPSTEIN'S MEMORANDUM OF LAW REGARDING ETHICAL ISSUES RAISED BY DEFENDANT/COUNTER-PLAINTIFF BRADLEY EDWARDS REGARDING ACCEPTANCE OF EPSTEIN'S PROPOSAL FOR SETTLEMENT

Plaintiff/Counter-Defendant Jeffrey Epstein (hereinafter "Epstein"), by and through his undersigned counsel and pursuant to this Court's request on December 6, 2014, hereby files this Memorandum of Law regarding Defendant/Counter-Plaintiff Bradley Edwards's (hereinafter "Edwards") Opposition to Epstein's Motion for Attorneys' Fees and Costs on the issue of "ethical grounds" and states:

INTRODUCTION

On June 2, 2014, Epstein filed his Motion for Attorneys' Fees and Costs pursuant to §768.79 of the *Florida Statutes* and Rule 1.442 of the *Florida Rules of Civil Procedure* (hereinafter "Epstein's Motion"). On June 26, 2014, Edwards filed his Response in Opposition to Epstein's Motion for Attorneys' Fees and Costs (hereinafter "Edwards's Opposition"), asserting therein that Epstein's Proposal for Settlement (hereinafter the

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"Proposal") failed to comply with the requisites delineated in both §768.79 of the *Florida Statutes* and Rule 1.442 of the *Florida Rules of Civil Procedure*. Specifically, in his Opposition, Edwards proffered two arguments to support his assertion that Epstein's Proposal was invalid; to wit: "[t]he Proposal is invalid because Epstein failed to explain material terms of the confidentiality clause, and its implications;" and Epstein "cannot prove he has beaten or even equaled his Proposal." Edwards's Opposition, pp. 5-6. Epstein addressed both arguments in his Reply to Edwards's Opposition, clearly demonstrating that his Proposal fully complied with all requirements of the applicable Florida Statues, the Florida Rules of Civil Procedure, and governing case law. See *Plaintiff/Counter-Defendant Jeffrey Epstein's Reply to Defendant/Counter-Plaintiff Bradley Edwards's Response in Opposition to Plaintiff/Counter-Defendant's Motion for Attorney's Fees and Costs* (hereinafter "Epstein's Reply").

At the hearing on this matter on December 6, 2014, Edwards raised a new contention in support of his opposition to Epstein's Motion for Attorneys' Fees and Costs; that "the circumstances under which this proposal for settlement were made made it absolutely unethical for Brad Edwards to have accepted this proposal for settlement." *See Transcript of Hearing on Epstein's Motion for Fees and Costs,* p. 14; line 24-p. 15; line 2 (hereinafter "Transcript")[1]. Edwards argued that ethically he could not sign the Settlement Agreement and Release attached to the Proposal (hereinafter the "Release") because it contained a confidentiality provision which, according to Edwards, "would have been imposing an

[1] Edwards also raised the issue of Edwards's pending appeal of the summary judgment granted in favor of Epstein in the instant case, which is premised on *Wolfe v. Foreman*. 128 So. 3d 67 (Fla. 3d DCA 2013). However, as the Court noted, Edwards has filed no motion to stay this matter pending his appeal. Moreover, on October 28, 2014, the First District Court of Appeal in the case of *Steinberg v. Steinberg,* in a decision also premised upon *Wolfe v. Foreman,* affirmed the trial court's decision. *Steinberg*, 2014 WL 5460437.

unethical restriction upon his legal obligations to existing clients." *Transcript*, p. 17; lines 7-10.

Edwards's ethics argument is entirely without merit. First, Edwards did not reject the Proposal because of some alleged ethical conundrum. Undeniably, as confirmed by Edwards's counsel at the December 6, 2014 hearing, Edwards characterized this settlement offer of hundreds of thousands of dollars as "nominal" and refused to settle for that amount because "this case was proceeding on the basis of both compensatory and punitive damages against a billionaire . . ." *Transcript*, p. 24, lines 18-23. Next, Edwards's assertion of an alleged ethical conflict should be rejected because the confidentiality clause at issue in this matter merely prohibits disclosure of the terms of the Settlement Agreement, which has been "determined not to violate ethics rules" pursuant to the Rules Regulating the Florida Bar. Indeed, Edwards failed to either cite to or reference any legal basis upon which he relied for his new assertion. Finally, the Proposal was valid on its face and complied with the particularity requisites as delineated in Rule 1.442(B) of the *Florida Rules of Civil Procedure,* §768.79 of the *Florida Statutes*, and prevailing case law. As such, Edwards's allegation of a purported ethical conflict has no bearing on the validity of Epstein's Proposal and provides no basis to deny Epstein's statutorily mandated right to attorney's fees and costs.

MEMORANDUM OF LAW

The clients to whom Edwards purports to owe an ethical obligation are two plaintiffs in the matter of *Doe v. United States,* 08-80736-CIV-MARRA (hereinafter the "CVRA case"), a matter in which Epstein is not even a party.[2] Other than the instant case, Edwards

[2] Epstein only intervened in the CVRA case for a limited purpose; he is not now, nor was he ever, a party.

was not litigating any matters against Epstein at the time the Proposal was served. In fact, at the time the proposal was served and rejected, Edwards was not co-counsel of record in the instant case. At the hearing on December 6, 2014, Edwards asserted that he could not accept the Proposal because it required him to sign and comply with a Release that contained a confidentiality provision. Edwards claimed that this confidentiality clause would create a conflict of interest in his representation of these clients in the CVRA matter. This contention is meritless. Express guidance from the Florida Bar establishes that accepting the Proposal would have created no such conflict of interest. Moreover, to the extent that Edwards believed that any conflict existed, the conflict would have been created by Edwards himself when Edwards commenced his lawsuit against Epstein. At the time Edwards filed his lawsuit, which was a year and a half prior to being served with the Proposal, Edwards had the opportunity to make full disclosure to his clients regarding his intent to pursue litigation against Epstein as a Plaintiff, including the possibility of his receiving compensation as settlement of the lawsuit.

Finally, pursuant to the very terms of the confidentiality provision in Epstein's Proposal, Edwards had the ability to seek a "**valid order of a Court of competent jurisdiction"** at any time he felt it necessary to disclose any information to avoid an alleged conflict of interest. *See Plaintiff/Counter-Defendant Jeffrey Epstein's Proposal for Settlement to Defendant/Counter-Plaintiff Bradley J. Edwards, Individually, attached to Epstein's Motion as Exhibit A* (the Proposal"). Accordingly, Edwards's purported conflict of interest provides no basis upon which this Court should invalidate Epstein's legally valid Proposal.

I. An Ethical Issue Does not Exist With Regard to the Confidentiality Agreement

Edwards now contends that he could not ethically accept the Proposal for Settlement because the Release contained a confidentiality provision which, according to Edwards, would violate his ethical duty to disclose the settlement to his clients. *See Transcript,* p.19; line 19-20; line 2. While there is no case specifically addressing this issue, and indeed Edwards neither cited to nor referenced one in his oral argument when he first raised this issue, there is an ethics opinion from the Florida State Bar Association Committee on Professional Ethics that clearly rejects any such purported ethical violation. In FL. ETH. OP. 04-2, 2005 WL 4692972 (Jan. 21, 2005), a member of the Florida Bar requested an advisory opinion regarding a provision that the opposing party in a securities litigation submitted as part of a settlement agreement and release. The relevant portion of the provision at issue in the ethics opinion provided:

> Other than discussions between the parties, their immediate families, their respective attorneys, accountants, government officials, and self-regulatory bodies such as the NASD, all parties and their attorneys and agents agree, acknowledge and consent that they **shall not in any method or manner discuss, publish, or disseminate any information concerning the settlement or the terms of this Release** with any other party not specifically authorized by this Release to receive such information.

Id. at *1 (emphasis added). The inquiring attorney asked for "a formal opinion as to whether he may ethically enter into an agreement containing this provision." *Id.* at *2. [3]

The Bar stated that Rule 4-5.6 of the *Rules Regulating the Florida Bar* was applicable to this issue. That Rule states, in pertinent part, that "[a] lawyer shall not participate in offering or making: (b) an agreement in which a restriction on the lawyer's right to practice is

[3] If Edwards desired to accept the Proposal but had genuine ethical concerns, Edwards could have likewise sought an advisory opinion from the Florida Bar.

part of the settlement of a client controversy." R.REG. FLA. BAR 4-5.6. The Bar stated: "[t]o the extent this clause is **merely a confidentiality agreement as to the terms of the settlement it does not pose an ethical problem**, provide[d] there is no legal prohibition against confidentiality of a particular settlement. **The clause at issue makes only the terms of the settlement and release itself confidential. Such confidentiality clauses have typically been determined not to violate ethics rules.**" FL. ETH. OP. 04-2, at *6 (emphasis added).[4]

Similarly, in the case at hand, Epstein's confidentiality clause provided that Edwards "agree[s] 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 with competent jurisdiction whether directly or indirectly." *See the Proposal* (emphasis added). Just as in the confidentiality clause in FL. ETH. OP. 04-2, 2005 WL 4692972 (Jan. 21, 2005), Epstein's confidentiality clause was "**merely a confidentiality agreement as to the terms of the settlement"** and made **"only the terms of the settlement . . . confidential."** *Id.* at *6. Accordingly, the confidentiality provision in Epstein's Release "does not pose an ethical problem" according to the Rules Regulating the Florida Bar. *Id.* at *6.

Likewise, examining Edwards's purported ethical issue under the applicable conflict of interest rules confirms the insight provided by the Florida Bar's opinion and demonstrates that Edwards's argument is without weight. Under the relevant provisions of Rule 4-1.7(a) of the *Rules Regulating the Florida Bar,* a conflict of interest exists in the representation of a client **only** "if there is a **substantial risk** the representation will be '**materially limited**' by

[4] Regarding the reference in this quotation to a legal prohibition against confidentiality, *see, e.g.*; § 69.081 FLA. STAT. (Sunshine in Litigation Act which prohibits judgments, agreements and contracts that have the effect of concealing a public hazard). There is no legal prohibition related to the case at hand.

the lawyer's own personal interests." *The Florida Bar v. Roberto*, 59 So. 3d 1101, 1104 (Fla. 2011) (quoting R.REG. FLA. BAR 4–1.7(a)(2)) (emphasis added). Where such a substantial risk of material limitation exists, the conflict can be cured by written consent from the lawyer's clients after full disclosure of the conflict. R.REG. FLA. BAR 4-1.7(b)(4). However, where no conflict exists to begin with, neither disclosure nor consent is required.

In the instant case, Edwards claims that a conflict of interest would have been created by the Release's prohibition against Edwards disclosing the amount of the settlement payment or the "reasons for payment" to his clients and the international press. *See Transcript*, p.19, line 14-p. 20; line 2; and p. 23; lines 10-24. Edwards's assertion is in direct contravention of the applicable law and Rules Regulating the Florida Bar. As stated above, disclosure to a client is merely a corrective remedy in the event a conflict of interest existed. *See* R.REG. FLA. BAR 4–1.7. Here, disclosure to Edwards's clients would only be required if either the settlement payment itself, or any duties imposed on Edwards by accepting it, created **a substantial risk** that Edwards's representation of his clients would be materially limited. Irrefutably, Epstein's proposed settlement payment presented no conflict in this case; nor were any duties imposed that could create one. Additionally, from the onset of the CVRA case Edwards served, and continues to serve, with another attorney as co-counsel for the clients with whom he asserts there is a potential conflict of interest. The other attorney with whom Edwards serves has no interest whatsoever in the instant case; either as lawyer or client, and gains nothing from the settlement hereof.

Next, there is neither a factual nor legal basis for the assertion that the settlement payment by Epstein would have created a substantial risk of materially limiting Edwards's representation of his clients in the CVRA case. Epstein is not a party to the CVRA case, and

the proposed payment was in full settlement of Edwards's lawsuit against Epstein and Epstein's lawsuit against Edwards in the instant proceedings. *See the Proposal.* Acceptance of the Proposal would have ended these proceedings finally and eliminated the possibility that these proceedings could impact Edwards's representation in the CVRA case going forward. Thus, settlement would not create a substantial risk of material limitation of that representation.

Finally, although Edwards claims that the prohibition against disclosure of the "reasons for payment" in the Release would have precluded Edwards from discussing with both his CVRA clients and the international press the facts pertaining to the underlying claims in the instant case, his interpretation of this prohibition is wildly exaggerated. *See Transcript,* p.19; line 14-p.20; line 2 and p.22; line 3-p.23; line 24. Edwards's compliance with the actual express provisions of the Release would not violate any ethical duty to his clients. A careful reading of the very narrow and specific non-disclosure provision in Epstein's Release belies Edwards's expansive construction. Under the terms of the Release, Edwards would only agree "not to disclose the **details** of **this release** in settlement of all claims, **including the nature or the amount and the reasons for the payment**." *See Epstein's Proposal* (emphasis added). The "reasons for the payment" as "detailed" in the Release are expressly contained in the following provision of the Release: "I understand that this settlement is the **compromise of a doubtful and disputed claim**, and that 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 to buy peace."** *Id.* (emphasis added). Accordingly, the "reasons for payment" that Edwards claims he would be prohibited from discussing with his clients and

the international press were simply the following: that Epstein settled this case as a "compromise of a doubtful and disputed claim;" that Epstein made a payment "that is not to be construed as an admission of liability;" and that the payment was made under circumstances where Epstein was denying any liability and settled only to "avoid litigation and buy peace." *Id*. This very narrow prohibition against disclosure of the "reasons for payment" in the instant case would have created no material limitation on Edwards's representation of his clients in the CVRA case, as disclosing Epstein's denial of liability for and payment to compromise disputed and unrelated claims in the instant case would do little to advance Edwards's clients' interests in the CVRA case. Moreover, Edwards has no ethical obligation to discuss his pending CVRA litigation with the press[5]. Therefore, under the circumstances, the narrow non-disclosure obligation in the Release provided no risk of any material limitation on Edwards's representation in the CVRA case, and did not create a conflict of interest that would require disclosure to Edwards's clients as a corrective measure under Rule 4-1.7(b) of the *Rules Regulating the Florida Bar*.

Furthermore, to the extent that Edwards claims a conflict of interest prevented him from accepting the Proposal, it is undeniable that if a conflict existed at all, it was not created by the valid confidentiality clause contained in Epstein's Proposal and Release; rather, it was created by Edwards himself, more than a year and a half earlier, when Edwards sued Epstein and created his own personal interest while still representing his clients in the CVRA case. If Edwards had any ethical concerns regarding his lawsuit against Epstein, he had several options to avoid any conflict he believed existed, including waiting until after the CVRA

[5] Pursuant to Rule 4-3.6 of the *Rules Regulating the Florida Bar*, "A lawyer shall not make an extrajudicial statement that a reasonable person would expect to be disseminated by means of public communication if the lawyer knows or reasonably should know that it will have a substantial likelihood of materially prejudicing an adjudicative proceeding due to its creation of an imminent and substantial detrimental effect on that proceeding." R.REG. FLA. BAR 4-316(a).

case was resolved before suing Epstein, or fully explaining to his clients at the outset any potential conflict issues that could arise in the prosecution, resolution, and/or settlement of the instant action. *See* R.REG. FLA. BAR. 4-1.7(b). As stated previously, the confidentiality provision in the Release precludes disclosure of the "details" of the Release, but would not prohibit a general disclosure of the fact that the settlement occurred. Finally, even if Edwards believed he had any ethical duties of disclosure that were in conflict with the terms and conditions of the Release, the clear language of the confidentiality provisions in the Release gave Edwards the option of seeking leave of Court to make any necessary disclosure. The unambiguous and plain language of the Release remedied Edwards's purported issue altogether by authorizing Edwards to make disclosures permitted "**by valid order of a Court of competent jurisdiction.**" *See the Proposal* (emphasis added). Consequently, the purported ethical concerns asserted by Edwards provide no legal justification for Edwards to avoid the consequences of his imprudent decision to reject Epstein's Proposal.

II. Edwards's Alleged Ethical Conflict Provision Does Not Render the Proposal for Settlement Invalid

As fully explained in both Epstein's Motion for Attorney's Fees and Costs and his Reply to Edwards's Opposition Motion, the Proposal was valid on its face and complied with the requirements of §768.79 of the *Florida Statutes* and the particularity requisites as delineated in Rule 1.442(B) of the *Florida Rules of Civil Procedure*[6]. The confidentiality clause was clear and unambiguous and satisfied both Rule 1.442 and the case law applicable to it, rendering Epstein's Proposal valid. *See State Farm Mut. Auto Ins. Co. v. Nichols*, 932 So. 2d 1067 (Fla. 2006). "The statute creates **a mandatory right to attorney's fees** when

[6] Epstein relies on all argument presented therein, and does not fully re-address the issue of validity of his Proposal for Settlement in this Memorandum, as the Court instructed the parties to solely brief the issue of the alleged ethical conflict. However, this argument is presented to establish that Edwards's alleged ethical conflict does not invalidate a valid Proposal for Settlement.

the statutory 'prerequisites have been fulfilled: i.e., (1) when a party has served ...an offer of judgment, and (2) that party has recovered a judgment ...less than the ... offer.'" *Levine v. Harris*, 791 So. 2d 1175, 1177 (Fla. 4th DCA 2001) (citing Schmidt v. Fortner, 629 So. 2d 1036, 1040 (Fla. 4th DCA 1993)) (emphasis added). Edwards has provided no legal authority for this Court to deny Epstein's mandatory right to attorney's fees and costs arising out Epstein's fully compliant Proposal.

There are only two Florida cases that have discussed the validity of confidentiality provisions contained in proposals for settlement and denied attorneys' fees and costs because of them. Each case, however, is factually distinguishable and inapposite to the instant case. As previously cited by both parties, in *Swartsel v. Publix Super Markets, Inc*., 882 So. 2d 449 (Fla. 4th DCA 2004), the court affirmed the denial of a motion for attorney's fees **not** because the proposal contained a confidentiality clause, but because the offeror **failed to either include the terms of the settlement agreement in the proposal or attach a copy of the agreement to the proposal**, violating the particularity requirement of Rule 1.442 of the *Florida Rules of Civil Procedure*. *Id.* (emphasis added). The second case is *Jamieson v. Kurland*, 819 So. 2d 267 (Fla. 2d DCA 2002), in which the court reversed an order granting fees based on a proposal requiring the plaintiff to execute a confidentiality agreement. The court was not troubled by the inclusion of a confidentiality requirement, but rather by the **lack of particularity** with which it was stated. The proposal in *Jamieson* contained an obvious ambiguity in violation of Rule 1.442(B) of the *Florida Rules of Civil Procedure*. Paragraph three of the proposal in *Jamieson* listed certain conditions to the proposal, including that the plaintiff execute a general release and that a confidentiality agreement be part of the release. However, the proposal also stated in the very next paragraph that "[t]here

are **no non-monetary [sic] terms o**f the Proposal for Settlement." *Id.* (emphasis added). Undeniably, neither situation is present in the instant case.

Edwards's erroneous assertion that his acceptance of the Proposal would have been "absolutely unethical" has no bearing on the fact that Epstein properly served Edwards with a Proposal for Settlement that met all the legal requisites of §768.79 of the *Florida Statutes*, Rule 1.442(B) of the *Florida Rules of Civil Procedure,* and prevailing case law. Edwards should not be permitted to use the *Rules Regulating the Florida Bar* to improperly challenge Epstein's valid Proposal. As stated in the preamble to Rule 4-5.6 of the *Rules Regulating the Florida Bar*, "[t]he purpose of the rules can be subverted when they are invoked by opposing parties as procedural weapons." *Lee v. Florida Dep't of Ins. & Treasurer*, 586 So. 2d 1185, 1188 (Fla. 1st DCA 1991). The rules are designed to provide guidance to lawyers and may not be invoked by parties as procedural weapons. *Id.* (citing R.REG. FLA. BAR 4-5.6 preamble). *See also Lee v. Florida Dep't of Ins. & Treasurer*, 586 So. 2d 1185 (Fla. 1st DCA 1991) (stating that to use this Rule for the purpose of invalidating a private contractual provision is beyond its scope and purpose and constitutes error). As such, Edwards cannot now use the Rules Regulating the Florida Bar as a procedural weapon to protect him from having to pay the costs and fees associated with his own failure to accept Epstein's valid Proposal for Settlement.[7] Epstein is entitled to recovery of his Attorney's Fees and Costs as a matter of law.

[7] Within the time frame within which Edwards was to accept or reject the Proposal, he could have raised his ethical concerns about the confidentiality clause with Epstein's counsel; sought guidance from the Florida Bar; moved to strike Epstein's Proposal for Settlement as invalid; or even sought an enlargement of time within which to respond to Epstein's Proposal. Rule 1.090(b) of the *Florida Rules of Civil Procedure* allows the Court to extend the time the offeree has to respond to the offeror. *Gulliver Academy, Inc. v. Bodek*, 694 So. 2d 675, 676 (Fla. 1997). He chose not to raise any concern until he lost his case, and should not now be permitted to invalidate a legally valid Proposal because he made an erroneous and costly decision.

CONCLUSION

In sum, there is neither an ethical violation nor a conflict of interest amounting to an ethical violation created by Epstein's Proposal for Settlement and the accompanying confidentiality clause contained in the Settlement Agreement and Release. Both the Rules Regulating the Florida Bar and the sole ethics opinion on point undeniably establish that Edwards's argument is without merit. Edwards may not now attempt to "invoke the rules as [a] procedural weapon" to challenge Epstein's legally valid Proposal because Edwards is faced with the consequences of his decision to reject it. *Lee v. Florida Dep't of Ins. & Treasurer*, 586 So. 2d 1185, 1188 (Fla. 1st DCA 1991) (citing R.REG. FLA. BAR 4-5.6 preamble). For these reasons, and in reliance upon the law cited herein, Epstein respectfully requests that this Court grant his Motion for Attorneys' Fees and Costs.

I HEREBY CERTIFY that a true copy of the foregoing was furnished to all counsel on the attached service list, via electronic service, this December 23, 2014.

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