

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

JEFFREY EPSTEIN

Complex Litigation, Fla. R. Civ. Pro.1201

Plaintiff,

Case No. 50 2009CA040800XXXXMB AG

v.

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

Defendants.

SHARON R. STOCK, CLERK  
PALM BEACH COUNTY  
CIRCUIT CIVIL/FROBATE

2010 MAY 10 PM 5:25

FILED  
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**Motion to Compel Bradley Edwards To Appear For Follow-Up Deposition**

Plaintiff, JEFFREY EPSTEIN (hereinafter "EPSTEIN"), by and through his undersigned attorneys, files this Motion to Compel Defendant, BRADLEY J. EDWARDS, for follow-up deposition. Accordingly, EPSTEIN states:

**I. Introduction**

As this court is aware, attorney Scott Rothstein aided by other lawyers and employees at the firm of Rothstein, Rosenfeldt, and Adler, P.A. for personal greed and enrichment, in betrayal of the ethical, legal and fiduciary duties to their own clients and professional obligations to the administration of justice, deliberately engaged in a pattern of racketeering that involved a staggering series of gravely serious obstructions of justice, actionable frauds, and the orchestration and conducting of egregious civil litigation abuses that resulted in profoundly serious injury to Jeffrey Epstein one of several targets of their misconduct and others. Rothstein and RRA's fraud had no boundary; Rothstein and his co-conspirators forged Federal court orders and opinions. Amongst the violations of law that are the subject of this lawsuit are the marketing of non-existent Epstein settlements and the sanctioning of a series of depositions that were

unrelated to any principled litigation purpose but instead designed to discover extraneous private information about Epstein or his personal and business associates (including well-known public figures) in order to defraud investors and support extortionate demands for payment from Epstein. Edwards, formerly of RRA, represents three (3) of the alleged Jane Does. The misconduct featured the filing of legal motions and the pursuit of a civil litigation strategy that was unrelated to the merits or value of their clients' cases and, instead, had as its improper purpose the furthering of Rothstein's misrepresentations and deceit to third party investors. As a result, Epstein was subject to abusive investigatory tactics, unprincipled media attacks, and unsupportable legal filings, some of which Edwards either knew about and/or participated in as the attorney for the Jane does.

## **II. Motion to Compel**

1. On March 23, 2010, the undersigned took the deposition of Edwards. It is believed that Edwards is either a major player in the Rothstein/RRA scam or a partner of that firm who knew or should have known that Rothstein was scrupulously marketing alleged Epstein settlements based upon the lawsuits filed by three (3) Jane Does (*i.e.*, Jane Doe, LM and EW). Jane Doe is filed in the Southern District of Florida, and LM and EW are both filed in the Circuit Court in and for Palm Beach county, Florida. Notably, Edwards represented Jane Doe, LM and EW well before he accepted his gainful employment with RRA and continues to represent them today.

### **(a) The Costs Incurred By RRA and The Financial Arrangement Between RRA and Edwards**

2. Based upon the allegations of fraud as set forth in the Complaint, it is imperative that Epstein know the financial arrangement between Edwards and RRA relative to the three (3)

Jane Doe cases Edwards brought from his small private practice (“Brad Edwards P.A.”) to RRA, which Rothstein feverishly marketed as part of his ponzi scheme. Epstein is entitled to know if Mr. Edwards ever received any bonus monies for bringing over the three Jane Doe cases and the exact amount of costs incurred by RRA and Brad Edwards P.A., and which RRA apparently agreed to reimburse Mr. Edwards for after becoming a partner with RRA. Moreover, as set forth *infra*, despite Edwards deposition testimony, Epstein has now learned that Edwards had five (5) Epstein related cases, not three (3) as he testified. Accordingly, Epstein is entitled to learn any financial arrangement relative to those cases including, but not limited to, whether Edwards’ salary was structured in a manner to bonus him for transitioning the Jane Doe cases over to RRA.

3. For instance, at his deposition, Edwards testified that there were only three (3) cases brought from Brad Edwards P.A. to RRA. See Exhibit “A,” Edwards’ deposition at pp. 12-13, 92, 158-59, & 152-153. Moreover, he appeared to be unsure as to what “costs” meant, but later testified that the costs involved in litigating the three (3) cases totaled between \$300,000 and \$500,000 dollars. Exhibit “A” at pp. 158-59, 175-177 & 196.

4. Since Edwards’ deposition, Epstein learned that Edwards had five (5) Epstein related cases while at RRA. Epstein learned this information by way of an agreement entered into between the Bankruptcy Trustee for RRA and Edwards’ current law firm, which agreement identifies each of the five (5) Epstein related matters by the figure - “5%.” (the “Agreement”). See Exhibit “B.” Moreover, it appears from the Agreement that Edwards and his current law firm have agreed to reimburse the Trustee for costs and expenses incurred in litigating each of the Epstein matters (*i.e.*, all five), which means that Edwards must now know the exact amount of costs incurred in litigating the five (5) cases by virtue of having entered into the Agreement.

Id. Since the costs and the number of Epstein related cases go to the heart of this litigation, Plaintiff is entitled to depose Edwards on those newly found and relevant topics. Certainly, based upon his deposition testimony (or lack thereof) regarding the number of Epstein related cases he was involved in while at RRA, Epstein is entitled inquiry into same. These inquiries go to the heart of Epstein's damages claim.

5. Likewise, Epstein is entitled to know whether Edwards ever received any form of compensation for transitioning the other two (2) cases he failed to address at his recent deposition including, but not limited to, whether the salary he agreed to accept had any assort of monetary component related to the Epstein cases and which Edwards attorney objected to on the grounds of "economic privacy." Exhibit "A" at pp. 72-74. Defendant's objections should be overruled in this regard. See e.g., Friedman v. Heart Institute of Port. St. Lucie, Inc., 863 So.2d 189, 194-194 (Fla. 2003)(disclosure of financial information can only cause irreparable harm in a case in which the information is not relevant). [W]here materials sought by a party would appear to be relevant to the subject matter of the pending action, the information is fully discoverable." Id. at 194. See also Epstein v. Epstein, 519 So.2d 1042 (Fla. 3d DCA 1988). The financial information sought here is clearly relevant.

**(b) Topic Specific Objections As to Michael Fisten Should Be Overruled and Edwards Should be Compelled To Return For Deposition to Testify to Same and to His Newly Filed Affidavit**

6. Michael Fisten was an investigator working for RRA, and is currently believed to be employed by Edwards' current firm. Exhibit "A," pp. 110-111, 128-129.

7. The undersigned asked Mr. Edwards to discuss certain information related to the Epstein investigation, which was met with several work-product objections by Edwards' counsel.

See e.g., Exhibit “A” at pp. 169-171, 185-186. Edwards counsel made clear that Edwards would not answer “any questions” related to the alleged investigation done by Fisten and other investigators. Therefore, it was clear that despite the fact that Mr. Edwards and Mr. Fisten discussed Epstein and the Jane Doe matters with George Rush of the NY Daily News regarding the Epstein matter, he would not be answering any questions regarding what Fisten specifically discussed with Mr. Rush because that was work-product. However, subsequent to Edwards’ deposition, Michael Fisten filed the Affidavit attached hereto as **Exhibit “C”**. According, to the extent any privilege attached to the topics outlined in Mr. Fisten’s Affidavit, same no longer exists as the affidavit is now being used for testimonial purposes. Kallas v. Carnival Corporation, 2008 WL 2222152 at \*4-6 (S.D. Fla. 2008); Montana Land and Mineral Owners Assoc., Inc. v. Devon Energy Corporation, 2006 WL 1876859 (D. Mont. 2006)(use of affidavits for testimonial purposes waives work-product). Accordingly, Mr. Edwards should be compelled to return for deposition to discuss the Mr. Fisten’s Affidavit and the topics outlined therein, and any objections as to work-product relative to Michael Fisten as it pertains to his involvement with George Rush should be waived and Edwards should be compelled to testify to same.

8. Likewise, Edwards should be compelled to return to deposition to testify, under oath, as to the information set out in his Affidavit attached hereto as **Exhibit “D”**. No privilege can attach to a publicly filed document, and Mr. Edwards did not fully recall at deposition the information that was later delineated in his Affidavit. Exhibit “A” at pp. 134-146 and 151-154. Accordingly, a more detailed inquiry is required for those same reasons set out above.

### **III. The Legal Standard**

9. In sum, nothing in the Florida Rules of Civil Procedure forbids a second discovery deposition. Medina v. Yoder Auto Sales, Inc., 743 So.2d 621, 622-623 (Fla. 2d DCA 1999) and Fla. R. Civ. Pro. 1.280.

10. As defined by §90.401, Fla.Evid.Code, “relevant evidence is evidence tending to prove or disprove a material fact.” “Relevancy describes evidence that has a legitimate tendency to prove or disprove a given proposition that is material as shown by the pleadings. [It is] a tendency to establish a fact in controversy or render a proposition more or less probable.” Zabner v. Howard Johnson's, Inc. of Fla., 227 So.2d 543, 545 (Fla. 4<sup>th</sup> DCA 1969). It is equally well settled that “the concept of relevancy is broader in the discovery context than in the trial context” and a party may be permitted to discovery relevant evidence that would be inadmissible at trial, so long as it is reasonably calculated to lead to the discovery of admissible evidence. Rule 1.280(b), Fla.R.Civ.P. (2008).

Wherefore, Epstein requests that this court grant the relief requested herein, including, but not limited to, ordering that Edwards return for a second deposition, waiving the objections asserted by his counsel as identified above, and requiring him to testify to the subject matter outlined herein, and for any additional and further relief as the court deems just and proper.

**Certificate of Service**

I HEREBY CERTIFY that a true copy of the foregoing was sent by fax and U.S. Mail to the following addressees on this 16<sup>th</sup> day of May, 2010:

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By: \_\_\_\_\_

Robert D. Critton, Jr.  
Florida Bar #224162  
Michael J. Pike  
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*(Counsel for Defendant Jeffrey Epstein)*

1 for or with.

2 Q. Did she work with you at all at RRA?

3 A. In some limited capacity, maybe.

4 Q. Did she ever work on any of the -- you  
5 have three cases that you ever filed -- or let me  
6 strike that.

7 There are three cases that are in  
8 existence at the current time. One is Jane Doe  
9 versus Mr. Epstein which is, is a federal court case  
10 and the Plaintiff's name is Jane Doe. That is one  
11 of your cases, correct?

12 A. Correct.

13 Q. Or one of the firm's cases at the current  
14 time?

15 A. Correct.

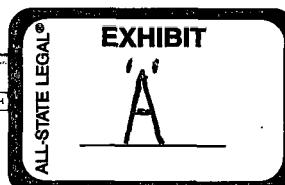
16 Q. There is another case versus L.M. Versus  
17 Jeffrey Epstein and a third called E.W. versus  
18 Jeffrey Epstein, correct?

19 A. Yes.

20 Q. And as a result all three of those cases  
21 currently now are firm cases, the Farmer, Jaffe firm  
22 cases?

23 A. Yes.

24 Q. Did Mrs. Williamson work on any of those  
25 cases?



1 A. In what time period? What's your question?

2 Q. I'm sorry. During the time that you were  
3 associated with RRA, did Mrs. Williamson work on  
4 those cases?

5 A. Without you needing to ask 20 different  
6 questions to get to your answer, I will tell you her  
7 involvement was that after federal motions were drafted,  
8 she was the person to literally file the motion. That  
9 is her only involvement with the cases while at RRA

10 Q. She basically filed them through the Pacer  
11 system?

12 A. Exactly.

13 Q. Prior to you working at Farmer, Jaffe by  
14 whom were you employed? And by employed I mean in,  
15 in a broad sense. You could have been an  
16 independent contractor. You could have been a  
17 partner. You could have been an employee.

18 A. The law firm of Rothstein Rosenfeldt Adler.

19 Q. When did you start working for RRA?

20 A. I believe April of 2009.

21 Q. Beginning of April?

22 A. Yes.

23 Q. I saw a pleading that was filed yesterday  
24 and it was either E.M., I am sorry, L.M. or E.W.  
25 that looked like there was a change of -- I'm sorry,

1 Q. During the time that you were a solo  
2 practitioner working on E.W, Jane Doe, whichever of  
3 the three cases that you had, did you keep time  
4 records?

5 A. Some.

6 Q. Do you keep time records on contingency  
7 cases generally, or did you during that time period?

8 A. It's my intent to.

9 Q. Okay. Same would be true with, when you  
10 were at RRA, did they have a time program?

11 A. They did have a time program.

12 Q. Did you input your time that you spent on  
13 the Epstein related cases?

14 A. That was a requirement of the firm.

15 Q. Okay. So, you would have been put down  
16 whatever time you spent, whether it was a  
17 contingency fee case or an hourly case; is that  
18 correct?

19 A. For the most part; that's correct.

20 Q. During the time that Mr. Howell has been  
21 associated with the case, does he provide you with  
22 time records as to the work or the amount of work  
23 that he has done on the case?

24 A. No.

25 Q. Okay. Does he keep track of his time that

1 A. I didn't do that.

2 Q. You didn't. Did you choose not to do  
3 that?

4 A. No. I, I, the statement was made to me by  
5 Scott Rothstein that the costs would be reimbursed. And  
6 I anticipated that the costs would be reimbursed. I was  
7 there for a fairly short period of time and I didn't  
8 know Scott Rothstein personally. So, I didn't go to him  
9 additionally to tell him something that we already had a  
10 meeting of the minds about.

11 Q. Well, how much in costs did you have  
12 outstanding at the time from your cases, including  
13 the Epstein cases when you went to the firm, RRA, in  
14 April of '09?

15 A. I don't know the total.

16 Q. Was it \$1,000? Was it \$50,000? Was it  
17 \$100,000?

18 A. More than 100.

19 Q. And did you have that both from, was it,  
20 the debt, was that comprised of both your own money  
21 and as well as LOC, line of credit money through a  
22 bank?

23 A. Correct.

24 Q. Was it more than 150?

25 A. I'm not sure.

1           Q.    Was it someplace between 100 and \$200,000  
2           your best estimate?

3           A.    That is my best estimate.

4           Q.    Did you find that to be a significant  
5           amount of money?

6           A.    Of course.

7           Q.    Okay. And you said you were at RRA for  
8           only a short period of time. In fact, you were  
9           there April, May, June, July, August, September,  
10           October. You were there seven months, true?

11           A.    Yes.

12           Q.    Okay. And at no time, even though  
13           Mr. Rothstein said he would reimburse those funds or  
14           the firm would reimburse those funds to you, at no  
15           time during those seven months which you have  
16           described as a short period of time, did you ever  
17           make a request that you be reimbursed; is that  
18           correct?

19           A.    I never made a, well, I don't know the process  
20           for getting reimbursed, but I never made a formal  
21           request. I said it to, at least to Russell Adler on  
22           several occasions. And it was always told to me, don't  
23           worry about it; the firm is growing; there is a lot of  
24           things to deal with right now; he operates under the  
25           system of fairness; you will get reimbursed.

1 A. I'm not sure.

2 Q. Why would you -- did any of your clients  
3 claim or have any of your clients claimed to have  
4 any contact with Ghislaine Maxwell at all?

5 A. That is something that certainly calls for  
6 attorney-client privilege and not something that I am  
7 going to be answering today.

8 Q. With regard to at least you have attended  
9 the deposition of both Jane Doe and of L.M., correct?

10 A. Yes.

11 Q. Okay. And have you heard them reference  
12 Ghislaine Maxwell during the course of those  
13 depositions?

14 A. No.

15 Q. Would it be a correct statement that none  
16 of the three of your clients -- let's take a look at  
17 the two that have testified. Both of the two that  
18 have testified, Jane Doe and L.M. have testified  
19 that they did not ever take, travel with or were  
20 transported in any way by Mr. Epstein, correct?

21 A. No, that is incorrect.

22 Q. Okay. Did, who, which?

23 A. I believe.

24 Q. I am sorry?

25 A. I guess the transcript will speak for itself.

1 I don't remember their specific --

2 Q. Is it your belief that Jane Doe ever  
3 traveled with Mr. Epstein on his plane?

4 MR. SCAROLA: Excuse me, is the question  
5 limited to the testimony --

6 MR. CRITTON: Correct.

7 MR. SCAROLA: -- that has been given?

8 MR. CRITTON: Correct.

9 THE WITNESS: No. I do not believe she  
10 testified that she traveled with Mr. Epstein on  
11 his plane.

12 BY MR. CRITTON:

13 Q. All right. And same would be true with  
14 L.M., she did not testify that she traveled with Mr.  
15 Epstein on his plane, true?

16 A. I believe that's true as well.

17 Q. Okay. Are you aware of any other  
18 information from any other source that either Jane  
19 Doe or L.M. traveled on Mr. Epstein's plane?

20 A. No.

21 Q. Did you, did you indicate to -- well, let  
22 me strike that. Did you tell Mr. Rush that none of  
23 your clients had ever traveled with Mr. Epstein on  
24 his plane or any, on his plane or with him in any  
25 fashion, in any other manner?

1 with Mr. Epstein's cases?

2 A. No.

3 Q. Since you left the firm have you requested  
4 any type of detailed billing or cost analysis such  
5 as to the cost of any of the costs that were  
6 incurred on any of Mr. Epstein's cases?

7 A. Of course.

8 Q. Okay. And did you receive those costs?

9 Did you receive that information?

10 A. Yes.

11 Q. And what costs have been incurred in the  
12 cases, in the Epstein cases associated up -- let me  
13 strike that. What costs, what is the total amount  
14 of costs that were incurred in the Epstein cases  
15 during the time that those files existed in the RRA  
16 firm?

17 MR. SCAROLA: If you're able to answer  
18 that question with regard only as to amount  
19 without specifying any of the specific cost  
20 expenditures, then I think we can answer that  
21 question only as to amount.

22 THE WITNESS: And the question as to the  
23 aggregate in the three cases?

24 MR. CRITTON: Correct.

25 THE WITNESS: Because I can't delineate

1 for you.

2 MR. CRITTON: Your best estimate.

3 THE WITNESS: Okay. I believe more than  
4 \$300,000.

5 BY MR. CRITTON:

6 Q. With regard to, if investigation was done  
7 on, on a Epstein case, was the investigator charged,  
8 that is for his time, as an example Mr. Fisten, if  
9 he did work in California would his time, I'm not  
10 talking about his expenses, would that be billed as  
11 a cost to the file?

12 A. I don't know.

13 Q. On the cost that you received, well, let  
14 me strike that. If I understood it, up to 300,000  
15 approximately \$300,000 that's been spent on the  
16 Epstein file, were you able to look --

17 A. It would be more than that. I am just saying  
18 it's at least \$300,000.

19 Q. Something between three and \$400,000,  
20 could it --

21 A. Something that I would say is definitely  
22 between 300 and \$500,000, but I'm not sure. It could be  
23 301. It could be 450. I really don't know.

24 Q. When was the last time that you looked at  
25 that ledger or the printout associated with the

1 Epstein files?

2 A. I have never looked at the printout.

3 Q. Okay. How, how do you know what is amount  
4 is then? That is how do you have the estimate of it  
5 being between 350, I'm sorry between 300 and  
6 \$500,000, the cost associated with Epstein?

7 A. I asked a paralegal within my current firm for  
8 the total amount of costs on these three cases that is  
9 being claimed by Rothstein Rosenfeldt Adler. And I  
10 remember the cost number in the aggregate being given to  
11 me reflecting an amount what I just told you.

12 Q. Have you requested a copy of the -- let me  
13 strike that. Did she say she had, that is did  
14 she -- did you actually receive a document that  
15 reflects the breakdown of the costs from the  
16 trustee?

17 A. I personally have not seen that.

18 Q. Okay. Has your firm received it?

19 A. I don't know.

20 Q. I assume -- would it be a correct  
21 statement that the three to \$500,000 is, includes  
22 only the time between April of '09 and October of  
23 '09 when you were with the firm?

24 A. It's a good question. I, I believe so.

25 Q. And approximately, prior to joining the

1 Q. Okay. And the support, how many floors  
2 did RRA occupy in the Fort Lauderdale --

3 A. I believe six.

4 Q. And approximately how many square feet on  
5 each floor?

6 A. I don't know. A lot.

7 Q. More than 10,000 square feet on each  
8 floor?

9 A. I don't know.

10 Q. And what was the support staff at the time  
11 that you were there approximately?

12 A. In quantity or quality?

13 Q. Quantity, the number of people.

14 A. I don't know. A lot of people.

15 Q. Did you do any hourly billing yourself at  
16 all or were you strictly a contingency fee person?

17 A. 90 percent contingency.

18 Q. And with regard to the monies that were --  
19 separate and apart from the Epstein, Epstein cases  
20 where at least you now know that they cost between  
21 three and \$500,000, you were, I assume, incurring  
22 other expenses on other cases, true?

23 A. True.

24 Q. All right. And where did you, where did  
25 you think that the money was coming from; that is,

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION  
www.flsb.uscourts.gov

IN RE:

CASE NO.: 09-34791-RBR

ROTHSTEIN ROSENFELDT ADLER, P.A.,<sup>1</sup>

CHAPTER 11

Debtor.

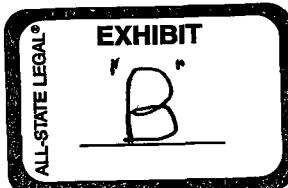
**MOTION TO APPROVE AGREEMENT  
BETWEEN THE CHAPTER 11 TRUSTEE AND GARY  
F. FARMER, STEVEN R. JAFFE, MATTHEW D. WEISSING,  
BRAD J. EDWARDS, MARK S. FISTOS AND SETH M. LEHRMAN**

Herbert Stettin ("Stettin" or "Trustee"), the Chapter 11 Trustee of Rothstein Rosenfeldt Alder, P.A. ("RRA" or "Debtor"), seeks approval of a settlement agreement between the Trustee and Gary F. Farmer, Steven R. Jaffe, Matthew D. Weissing, Brad J. Edwards, Mark S. Fistos and Seth M. Lehrman (the "Attorneys") regarding the payment of legal fees to the Trustee, on behalf of RRA, related to certain matters (the "Motion"), and in support says.

**Background**

1. This case was commenced as an involuntary chapter 11 proceeding on November 10, 2009, by four petitioning creditors. [D.E. 1].
2. The Court entered an Order for Relief on November 30, 2009. [D.E. 66].
3. On November 20, 2009 this Court entered an order directing the appointment of a trustee. [D.E. 30]. On November 20, 2009, the United States Trustee's office selected Stettin as the Trustee in this case. [D.E. 35]. On November 25, 2009, the Court ratified Stettin's appointment as Trustee. [D.E. 55].

<sup>1</sup> The address and last four digits of the taxpayer identification number of the Debtor, Rothstein Rosenfeldt Adler, P.A., is Las Olas City Centre, 401 E. Las Olas Blvd, Suite 2270, Fort Lauderdale, Florida 33301 (TIN 7961).



4. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2).

5. The statutory predicates for, and rules applicable to the relief sought in this Motion are 11 U.S.C. § 1108 and Federal Rule of Bankruptcy Procedure 9019.

6. As set forth in the settlement agreement attached as Exhibit A (the "Agreement"), the Attorneys, prior to the commencement of this case, and as employees of RRA, represented clients in certain matters who the Attorneys continue to represent in those matters, although no longer employees of RRA. The Trustee asserts, on behalf of the estate, an entitlement to a certain percentage of any legal fees received in those matters and reimbursement of costs paid by RRA in relation to those matters.

7. The Trustee and the Attorneys have agreed to a resolution of the payment of legal fees regarding such matters as set forth in the Agreement. Pursuant to the Agreement, following a judgment, settlement, or other disposition of the cases listed in the exhibits to the Agreement, the Attorneys will (i) reimburse the Trustee for costs and expenses incurred by RRA in each matter and (ii) pay the Trustee a percentage of the net legal fees for each matter. The percentages of legal fees are dependent on the type of case, as described in paragraph 2 of the Agreement.

**Relief Requested and Basis Therefor**

8. The Trustee seeks approval of the Settlement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure.

9. Rule 9019(a) provides that, after notice and a hearing, a court may approve a proposed settlement of a claim. The decision of whether or not to approve a compromise is

within the sound discretion of the court. *In re Carson*, 82 B.R. 847 (Bankr. S.D. Ohio 1987); *In re Mobile Air Drilling Co.*, 53 B.R. 605 (Bankr. N.D. Ohio 1985).

10. In passing on proposed settlements, the standard that courts applied under the former Bankruptcy Act is the same standard as courts should apply under the Bankruptcy Code. *In re Carla Leather, Inc.*, 44 B.R. 457, 466 (Bankr. S.D.N.Y. 1984). As stated by the Supreme Court in *Protective Committee v. Anderson*, 300 U.S. 414 (1968), under the Act, to approve a proposed settlement, a court must find that the settlement was "fair and equitable" based on an educated estimate of the complexity, expense, and likely duration of . . . litigation, the possible difficulties of collecting on any judgment which might be obtained and all other factors relevant to a full and fair assessment of the wisdom of the proposed compromise. *Protective Committee*, 300 U.S. at 424.

11. This test was adopted by the Eleventh Circuit in *In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1549 (11th Cir. 1990), which provides additional guidance as to whether a compromise should be approved. *Justice Oaks* established a four-part test for approval:

- (a) The probability of success in litigation;
- (b) The difficulties, if any, to be encountered in the matter of collection;
- (c) The complexity of the litigation involved and the expense, inconvenience and delay necessarily attending it; and
- (d) The paramount interest of the creditors and a proper deference to their reasonable views in the premises.

*Id.*

12. The Agreement satisfies the *Justice Oaks* standard.

13. The Trustee believes that the expense, inconvenience and delay that would be caused by litigating the estate's entitlement to legal fees and costs and expenses regarding the relevant cases would not be in the best interest of the estate. The Agreement provides the Trustee with an opportunity to resolve the issue on terms favorable to the estate. Therefore, after full and careful consideration, the Trustee believes that the Agreement is in the best interest of the Debtor's estate and its creditors.

**WHEREFORE**, the Trustee respectfully requests the entry of an order (i) granting this Motion, (ii) approving the Agreement, and (iii) granting such other relief as is just and proper.

**I HEREBY CERTIFY** that I am admitted to the Bar of the United States District Court for the Southern District of Florida and that I am in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(A).

**I HEREBY CERTIFY** that a copy of the foregoing was served via Regular U.S. Mail, postage prepaid, fax, email and/or overnight delivery upon all parties on the attached Service List this 15th day of April, 2010.

Respectfully submitted,

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Attorneys for Alleged Debtor  
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Telephone: (305) 755-9500  
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By: /s/ David L. Gay  
David L. Gay  
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**MASTER SERVICE LIST**

CASE NO.: 09-34791-BKC-RBR

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CASE NO.: 09-34791-BKC-RBR

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CASE NO.: 09-34791-BKC-RBR

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**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (this "Agreement") is effective as of April   , 2010, by and among, **Herbert Stettin**, as Chapter 11 Trustee ("Trustee") of Rothstein Rosenfeldt Adler, P.A. ("Debtor"), and each of: (i) **Gary M. Farmer** ("Farmer"); (ii) **Steven R. Jaffe** ("Jaffe"); (iii) **Matthew D. Weissing** ("Weissing"); (iv) **Brad J. Edwards** ("Edwards"); (v) **Mark S. Fistos** ("Fistos"); and (vi) **Seth M. Lehrman** ("Lehrman") (Farmer, Jaffe, Weissing, Edwards, Fistos, and Lehrman are each individually referred to as an "Attorney" and jointly and severally collectively referred to as the "Attorneys"). Trustee and the Attorneys are sometimes collectively referred to as the "Parties".

**RECITALS:**

Whereas, on November 10, 2009 (the "Involuntary Date"), an involuntary Chapter 11 bankruptcy proceeding was commenced against Debtor, in and for United States Bankruptcy Court for the Southern District of Florida, styled "*In Re: Rothstein, Rosenfeldt, & Adler, P.A.*" Case No: 09-34791-RBR.

Whereas, each Attorney represents he is and has been at all relevant times, licensed and in good standing to practice law in the State of Florida. Each Attorney was previously employed by the Debtor, up to approximately the Involuntary Date.

Whereas, while employed by Debtor, the Attorneys did and presently continue to represent clients of Debtor (each a "Client" and collectively the "Clients") in connection with certain legal matters (each "Matter" and collectively the "Matters"), as identified on Schedule A attached hereto.

Whereas, while Trustee asserts on behalf of Debtor and Debtor's estate (as defined below) that Debtor and/or Debtor's estate possesses a charging lien on certain legal fees earned and costs expended by Debtor related to the Clients and Matters, the Attorneys conversely assert that neither Debtor nor Debtor's estate possesses such lien rights (the "Disagreement");

Whereas, notwithstanding the Disagreement, to avoid litigating this issue with Trustee, the Attorneys shall nevertheless pay Trustee for each Matter the amounts provided for in Section 2 below, upon the occurrence of a judgment, settlement or otherwise (as applicable, a "Money Event"), in respect to each such Matter.

Now, therefore, in consideration of the foregoing and the agreements set forth herein, and for other good and valuable consideration, the Parties agree:

1. **Recitals.** The above Recitals are incorporated by reference and constitute a part of this Agreement.
2. **Percentage of Legal Fees and Costs.** The Attorneys and Firm hereby jointly and severally agree to pay (or cause to be paid by a third party) to Trustee [not later than five (5) business days after the earlier of receipt or control by the Firm and/or the Attorneys of the Net Legal Fees (as defined below) resulting from a Matter (as evidenced by the applicable Client executing, pursuant to a Money Event, a release in favor of the Firm and Debtor's estate,

together with a closing/settlement statement pertaining to such Matter, or such other evidence which reasonably shows that the Firm and/or Attorneys are entitled to the Net Legal Fees for such Matter)], a sum of money comprised of: (i) an amount equal to the percentage described below of the Net Legal Fees for each Matter, and (ii) reimbursement of any and all costs and expenses actually incurred by Debtor in connection with the Matter. The Parties agree that the exact percentage of Net Legal Fees to which Trustee is entitled depends on the category of each such Matter, and includes: (a) 10% on all qui tam cases; (b) 25% on all class action cases; (c) 5% on all "Epstein" related cases, (d) 10% on all other cases initially generated by Edwards, and (e) 20% on all other cases that do not otherwise fall within subsections (a) through (d) above. In order to account for all Matters, the Attorneys have prepared Schedule A, attached to this Agreement, which they represent and warrant comprises a full, accurate and complete list of every single Matter that they worked on while employed by the Debtor and which is subject to this Agreement, as well as the category of the Matter as described above in this Section. The term "Net Legal Fees" shall mean the gross legal fees and expenses due and payable to any of the Attorneys and/or Firm upon a Money Event, in connection with each Matter, less all amounts duly owed (pursuant to written agreement made available to Trustee), and actually paid, to a referring, unaffiliated law firm(s). In connection herewith, the Attorneys represent that any such law firms shall be entitled to receive all amounts paid pursuant to the preceding sentence.

3. Stipulation of Charging Liens. Notwithstanding the Disagreement concerning whether or not Trustee is entitled to file charging liens against and in respect to each Matter, to avoid litigating the issue with Trustee, the Attorneys have agreed to pay Trustee the sums listed herein.

4. Update of Status. Farmer shall update Trustee, from time to time, as to the status of each Matter, approximately once a month. Also, Farmer shall promptly provide copies to Trustee of all documents referenced in Section 2 above.

5. Miscellaneous.

(a) Amendment. This Agreement cannot be amended orally or by a course of conduct or course of dealing, but only in a writing signed by all parties hereto.

(b) Waivers. The failure of a party to require performance of any provision of this Agreement shall not affect his right at a later time to enforce same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing.

(c) Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida.

(e) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective estates, heirs, legal representatives, successors

and assigns; provided, however that no assignment or transfer of this Agreement shall be permissible except (i) by operation of law, or (ii) pursuant to an order of the Bankruptcy Court.

(f) Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, no other provision hereof shall be affected thereby.

(g) Jurisdiction and Venue. Any litigation in connection with or relating to this Agreement shall be commenced in the Bankruptcy Court in accordance with and pursuant to the express provisions of the order approving this Agreement by the Bankruptcy Court, if applicable.

(h) Prevailing Party Fees. The prevailing party in any dispute litigated hereunder shall recover all attorneys fees, costs and expenses incurred by it, as determined by the Bankruptcy Court including expert witness fees, and post-judgment and appellate proceedings.

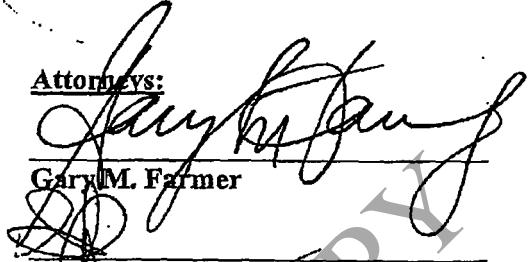
(i) Approval of Bankruptcy Court. The parties understand and agree that the enforceability this Agreement and its terms are specifically subject to the prior approval of the Bankruptcy Court.

(j) Debtor's estate. The term "Debtor's estate", as used in this Agreement, shall have the meaning described in 11 U.S.C. 541.

(k) Term. The term of this Agreement shall commence on the date first written above (subject to Section 5(i) above) and shall terminate upon payment by the Attorneys to Trustee of the applicable amount due and owing from the last Money Event to occur, in connection with a Matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

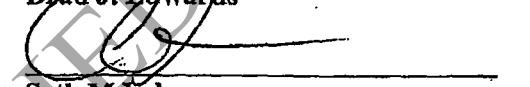
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Trustee:

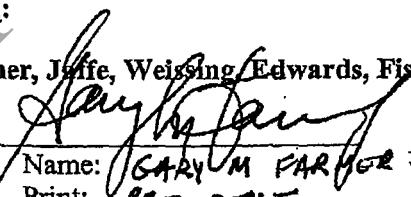
By: \_\_\_\_\_  
Herbert Stettin, Chapter 11 Trustee of  
Rothstein, Rosenfeldt, Adler, PA

JOINDER

The undersigned law firm (the "Firm") joins to this Agreement to evidence its unconditional consent and agreement to the terms, and further to advise Trustee that in the event any of the Attorneys fails to perform any of the obligations to which same are obligated as is set forth above, the undersigned Firm shall nevertheless cause such obligations to be promptly performed on behalf of such failing Attorneys.

Firm:

Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, P.L.

By: 

Name: GARY M FARMER JR.  
Print: PRESIDENT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

Attorneys:

Gary M. Farmer

Steven R. Jaffe

Matthew D. Weissing

Brad J. Edwards

Seth M Lehrman

  
Mark S. Fistos

Trustee:

By: \_\_\_\_\_  
Herbert Stettin, Chapter 11 Trustee of  
Rothstein, Rosenfeldt, Adler, PA

JOINDER

The undersigned law firm (the "Firm") joins to this Agreement to evidence its unconditional consent and agreement to the terms, and further to advise Trustee that in the event any of the Attorneys fails to perform any of the obligations to which same are obligated as is set forth above, the undersigned Firm shall nevertheless cause such obligations to be promptly performed on behalf of such failing Attorneys.

Firm:

**Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, P.L.**

By: \_\_\_\_\_

Name:  
Print:

**EXHIBIT "A" TO SETTLEMENT AGREEMENT**

	<b>Case reference</b>	<b>Matter #</b>	<b>Client</b>	<b>Status</b>	<b>Attorney</b>	<b>Category</b>	<b>%</b>
1.		09-210941		Kept BJE		EDWARDS	10%
2.		09-22776		Kept BJE		EDWARDS	10%
3.		09-22777		Kept BJE		EDWARDS	10%
4.		09-22803		Kept BJE		EDWARDS	10%
5.		09-22778		Kept BJE		EDWARDS	10%
6.				Kept BJE		EDWARDS	10%
7.		09-22781		Kept BJE		EDWARDS	10%
8.		09-24683		Kept BJE		EDWARDS	10%
9.		09-210669		Kept BJE		EDWARDS	10%
10.		09-22802		Kept- REJECTED BJE		N/A	
11.		09-210694		Kept-Settled at RRA-Funds in Trust RRA BJE		N/A	
12.		09-22773		Kept- REJECTED BJE		N/A	
13.		09-210897		Kept BJE		JE	5%
14.						EDWARDS	10%

EXHIBIT "A" TO SETTLEMENT AGREEMENT

	Case reference	Matter #	Client	Status	Attorney	Category	%
15.		09-22786		Kept BJE		EDWARDS	10%
16.		09-22787		Kept BJE		EDWARDS	10%
17.		09-22788		Kept BJE		EDWARDS	10%
18.		09-23807		Kept BJE		EDWARDS	10%
19.		09-22789		Kept BJE		EDWARDS	10%
20.		09-22791		Kept BJE		EDWARDS	10%
21.		09-22783		Kept BJE		JE	5%
22.		09-24493		Client never Retained RRA	BJE	N/A	
23.		09-22792		Client never Retained RRA	BJE	N/A	
24.		09-22793		Kept BJE		EDWARDS	10%
25.				Kept BJE		EDWARDS	10%
26.		09-23813		Kept BJE		EDWARDS	10%
27.		09-22794		Kept BJE		EDWARDS	10%
28.		09-227910		Kept BJE		EDWARDS	10%
29.		09-210896		Kept BJE		JE	5%

EXHIBIT "A" TO SETTLEMENT AGREEMENT

	<u>Case reference</u>	<u>Matter #</u>	<u>Client</u>	<u>Status</u>	<u>Attorney</u>	<u>Category</u>	<u>%</u>
30.		09-22796		Kept	BJE	EDWARDS	10%
31.		09-227810		Kept	BJE	JE	5%
32.		09-22797		Kept	BJE	EDWARDS	10%
33.		09-22801		Kept	BJE	EDWARDS	10%
34.		09-22798		Kept	BJE	EDWARDS	10%
35.		09-210662		Stayed at RRA	BJE	N/A	
36.		09-22784		Kept	BJE	JE	5%
37.		09-201036		Kept - REJECTED	SML	G	20%
38.		09-210389		Kept	SML	G	20%
39.		09-206101		Left/RSA		N/A	
40.		09-201046			SML		
41.		09-201048		Kept		G	20%
42.		08-18789		Kept - REJECTED	SML	G	20%
43.		09-22376		Discharged by client		N/A	
44.		09-201084			SML		
45.		09-2010103		Kept		G	20%
46.		09-23497			SML	G	20%
47.		09-2010104		Kept - Money in RRA trust	SML	G	20%

EXHIBIT "A" TO SETTLEMENT AGREEMENT

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48.		09-23199		Kept	SML	G	20%
49.		09-210610		Kept – Settled at FJW	SML	G	20%
50.		09-2010107		Kept	SML	G	20%
51.		09-2010108		Kept - REJECTED	SML	N/A	20%
52.		09-21063		Kept	SML	G	20%
53.		09-23901		Kept	SML	G	20%
54.		09-21067		Kept	SML	G	20%
55.		09-23184		Kept	SML	G	20%
56.		09-201062		Kept	SML	G	20%
57.		09-20640		Kept	SML	G	20%
58.		09-2010610		Kept	SML	G	20%
59.		09-20480		Kept	SML	G	20%
60.		09-21146		Kept - REJECTED	SML	N/A	20%
61.		09-23224		Kept	SML	G	20%
62.		09-201067		Discharged	SML	N/A	
63.		09-201068		Discharged	SML	N/A	
64.		09-201069		Discharged	SML	N/A	
65.		09-26008		Kept	SML	G	20%

EXHIBIT "A" TO SETTLEMENT AGREEMENT

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66.		09-201072		Kept	SML	G	20%
67.		09-201074		Discharged		N/A	
68.		09-2010710		Kept	SML	G	20%
69.		09-20848		Kept	SML	G	20%
70.		09-24761		Rejected at RRA	SML	N/A	
71.		09-201076		Kept	SML	G	20%
72.		09-201077		Kept – Money in RRA trust	SML	N/A	
73.		09-210603		Kept	SML	G	20%
74.		09-201078		Kept	SML	G	20%
75.		09-20487		Kept	SML	G	20%
76.		09-201079		Kept – Money in RRA trust	SML	G	20%
77.		09-201092		Kept	SML	G	20%
78.		09-201093		Kept – Settled at FJW	SML	G	20%
79.		09-23916		Kept – Money in RRA trust	SML	G	20%
80.		09-21066		Kept	SML	G	20%
81.		09-201099		Kept	SML	G	20%
82.		09-21743		Rejected at RRA	SML	N/A	
83.		09-210636		Kept	SML	G	20%

EXHIBIT "A" TO SETTLEMENT AGREEMENT

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84.		09-2101083		Kept	SML	G	20%
85.		09-2101087		Kept	SML	G	20%
86.		09-20608		Kept – Money in RRA trust	SML	N/A	
87.		09-24440		Kept	SML	G	20%
88.		09-20611		Kept	SML	G	20%
89.		09-22486		Kept	SML		
90.		09-210410		Left – Judge Berger case	MDW	N/A	
91.		09-210873		Kept – BI Settlement of \$10K, but Now Discharged by client for remainder of case handling	MDW	G	20%
92.		09-217103		Kept – Only to handle Funds in RRA Trust \$6,228.30	MDW	N/A	
93.		09-20476		Referred Out	MDW	G	20%
94.		08-1610110		Kept – Funds in RRA Trust	MDW	N/A	
95.		09-210886		Kept – Referred Out – May have been Turned Down	MDW	G	
96.		08-161016		Kept – for purposes of disbursement	MDW	N/A	

EXHIBIT "A" TO SETTLEMENT AGREEMENT

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				nt – Settlement made at RRA			
97.		09-23172		Took Case - But now discharged by client	MDW	N/A	
98.		08-161017		Referred Out – No work done at RRA	MDW	N/A	
99.		09-247810		Kept	MDW	G	20%
100.		08-18140		Kept – Settled at FJW	MDW	G	20%
101.		09-22487		Kept	MDW	G	20%
102.		09-231093		Kept – Settled at FJW	MDW	G	20%
103.		08-168107		Kept - \$90K Funds in RRA Trust - \$10K settlement at FJW	MDW	G	20%
104.		09-223010		Kept	MDW	G	20%
105.		08-17694		Kept - REJECTED	MDW	N/A	
106.		08-18444		Kept	MDW	G	20%
107.		09-22046		RRA – HOWARD SCHIENBERG CASE	MDW	N/A	

EXHIBIT "A" TO SETTLEMENT AGREEMENT

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108.		08-18107		Kept – settled at RRA – funds in RRA – Trust	MDW	N/A	
109.		08-17364		RRA- CASE – handled by Guardianship Attorney	MDW	N/A	
110.		09-22703		CLIENT HIRED R. ADLER	MDW	N/A	
111.		09-231080		CLIENT discharged RRA	MDW	N/A	
112.		08-173910		Kept – then REJECTED	MDW	N/A	
113.		08-20147		Kept – for purposes of disbursement of settlement funds only	MDW	N/A	
114.		08-17037		Kept- Settled at RRA – RRA Trust funds \$31,086.22		N/A	
115.		09-217102		Kept.	MDW	G	20%
116.		09-26023		Kept	MDW	G	20%
117.		09-2101063		Kept – THEN REJECTED	MDW	N/A	
118.		08-161028		Kept - \$3K Settlement Funds in RRA Trust	MDW	N/A	
119.		07-1101073		Kept	MDW	G	20%

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	<u>Case reference</u>	<u>Matter #</u>	<u>Client</u>	<u>Status</u>	<u>Attorney</u>	<u>Category</u>	<u>%</u>
120.		08-179103		Kept – then REJECTED	MDW	N/A	
121.		08-184410		Kept – Passenger in Elizabeth Hernandez case above	MDW	G	20%
122.		08-161034		Kept	MDW	Carve out based upon pro-rata time at RRA	
123.		08-161033		Kept – Active case but RRA Trust holding \$84,204.41	MDW	Carve out based upon pro-rata time at RRA	
124.		09-20526		PRO BONO - GAL	GMF	G	N/A
125.		08-18225		NOT PURSUED	SRJ,MSF	CA	N/A
126.		08-18471		LOST ON MOTION TO DISMISS	SRJ,MSF	CA	N/A
127.		09-23720		MERGED WITH NATIONSRE NT FEE LITIGATION MATTER	SRJ,MSF	CA	N/A
128.		08-18226		IN SUIT	SRJ,MSF	CA	25%
129.		08-19701		CLIENT NEVER RETAINED	SRJ,ACN,LAN,ACR	G	N/A
130.		09-20482		DISCHARGE D BY SRJ	SRJ,SML	G	N/A

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131.		08-18245		IN SUIT	SRJ,MSF	CA	25%
132.		09-22476		NOT PURSUED	SRJ,MSF,GM F,SML	CA	N/A
133.		08-18161		DISCHARGE D BY CLIENT	SRJ,SML	G	N/A
134.		09-25074		IN SUIT	SRJ,RSA,JAB	G	20%
135.		08-18172		SETTLED FOR \$15,000.00	SRJ	G	FEE TO RRA
136.		08-18164		NOT PURSUED	SRJ	G	N/A
137.		08-18163		SETTLED AT RRA	SRJ	G	DISBURSED AT RRA
138.		08-19900		NOT PURSUED	SRJ,MSF,MD W,GMF	CA	N/A
139.		08-18173		SETTLED AT RRA	SRJ	G	DISBURSED AT RRA
140.		09-24472		NOT PURSUED	GMF	CA	N/A
141.		08-18253		IN SUIT	SRJ,MSF	CA	25%
142.		08-18246		IN SUIT	GMF	CA	N/A
143.		10-000035		Kept	SRJ,MDW	G	20%
144.		08-19746		CASE DISMISSED	GMF	CA	N/A
145.		08-18169		DISCHARGE D CLIENT AT RRA	SRJ	G	N/A
146.		08-18227		IN SUIT	SRJ,MSF	CA	25%

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147.		08-18165		DISCHARGE D CLIENT AT RRA	SRJ	G	N/A
148.		08-16521		IN SUIT	GMF / MDW	CA	25%
149.		09-24875		AMICUS BRIEF - PRO BONO	GMF	G	N/A
150.		09-23918		NOT PURSUED	SRJ,MSF,GM F,MDW,TR W	CA	N/A
151.		09-22724		NOT PURSUED	SRJ,GMF,MS F,SML	CA	N/A
152.		09-23421		NOT PURSUED	SRJ,MSF,GM F,SML	CA	N/A
153.		08-19177		IN SUIT	SRJ,MSF	CA	25%
154.		08-18167		SETTLED AT RRA	SRJ	G	DISPUR SED AT RRA
155.		08-18775		DISCHARGE D AT RRA	SRJ,SML	G	N/A
156.		08-19797		PRO BONO - GAL	GMF,SRJ,MS F	CA	N/A
157.		09-23677		IN SUIT	GMF ,SRJ,MSF,S ML	G	20%
158.		08-19738		WITHDREW	GMF	G	N/A

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159.		09-20527		PRO BONO - GAL	GMF	G	N/A
160.		08-18175		DISCHARGE D BY CLIENT	SRJ ,SML	G	N/A
161.		08-20200		IN SUIT	GMF	CA	25%
162.		09-20483		NOT PURSUED		CA	N/A
163.		09-24887		NOT PURSUED	SRJ,MSF,GM F,SML	CA	N/A
164.		08-18594		Discharged by Srj	SRJ,SML	PI	N/A
165.		09-20970		SETTLED AT RRA	SRJ ,SML	G	DISPUR SED AT RRA
166.		09-23888		NOT PURSUED	SRJ,MSF,GM F,SML	CA	N/A
167.		09-23146		WITHDREW	SRJ,GMF,MS F,SML	CA	N/A
168.		08-19749		IN SUIT	GMF,SRJ,MS F	CA	25%
169.		08-19747		IN SUIT	GMF,SRJ,MS F	CA	25%
170.		08-19795		LOST CASE	GMF,SRJ,MS F	CA	N/A
171.		08-18170		SETTLED FOR \$100,000.00	SRJ	G	20%

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172.		08-18176		IN SUIT	SRJ,SAG	G	20%
173.		08-20326		SETTLED AT RRA	SRJ	G	DISBURSED AT RRA
174.		08-20183		DISCHARGE D BY CLIENT	SRJ,SML,SAG,CCF	G	N/A
175.		09-22757		SETTLED AT RRA	SRJ,MSF,GMF	CA	N/A
176.		08-19776		NOT PURSUED	SRJ	G	N/A
177.		08-18894		IN SUIT	SRJ,MSF,GMF	CA	25%
178.		08-20236		IN SUIT	GMF,SRJ,MSF	CA	25%
179.		08-19798		IN SUIT	GMF,SRJ,MSF	CA	25%
180.		08-18810		SETTLED AT RRA	SRJ	G	DISBURSED AT RRA
181.		08-18162		\$22,500.00 STILL HELD IN RRA TRUST ACCOUNT	SRJ,SML	G	SETTLED AT RRA
182.		09-25010		NOT PURSUED	SRJ,MSF,GMF,SML	CA	N/A

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183.		09-20485		NOT PURSUED	SRJ,GMF,MS F,SML	CA	N/A
184.		08-18469		IN SUIT	SRJ,MSF	CA	25%
185.		09-25043		NOT PURSUED	SRJ,MSF,GM F,SML	CA	25%
186.		09-22153		FLAT FEE	SRJ,GMF	GAL	DISBURSED AT RRA
187.		09-20487		NOT PURSUED	SRJ,GMF,MS F,SML	G	N/A
188.		08-18558		IN SUIT	SRJ,MSF	CA	25%
189.		08-18228		IN SUIT	SRJ,MSF	CA	25%
190.		08-20259		NOT PURSUED	SRJ,MSF,GM F	CA	N/A
191.		09-25354		PRE-SUIT	SRJ,SML	G	20%
192.		08-19753		PRO BONO	GMF	DP	N/A

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193.		09-20495		PRO BONO	GMF	GAL	N/A
194.		08-18470		LOST CASE	SRJ,MSF	CA	N/A
195.		09-20481		NOT PURSUED	SRJ,MSF,GM F,MDW	CA	N/A
196.		08-18426		IN SUIT	SRJ,MSF	CA	25%
197.		08-18427		IN SUIT	SRJ,MSF	CA	25%
198.		08-18248		IN SUIT	SRJ,MSF	CA	25%
199.		08-18249		IN SUIT	SRJ,MSF	CA	25%
200.		08-18250		IN SUIT	SRJ,MSF	CA	25%
201.		08-18251		IN SUIT	SRJ,MSF	CA	25%
202.		08-18252		IN SUIT	SRJ,MSF	CA	25%
203.		08-18294		IN SUIT	SRJ,MSF	CA	25%
204.		09-23938		NOT PURSUED	SRJ,MSF,GM F,SMI,SCS	CA	N/A
205.		08-19938		NOT PURSUED	MSF,SRJ,GM F	CA	N/A
206.		09-20528		FLAT FEE	GMF	GAL	DISBURSED AT RRA

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207.		08-20253		IN SUIT	SRJ,MSF,GMF	CA	25%
208.		08-18593		SETTLED FOR \$40,000.00	SRJ,SML	G	20%
209.		08-18174		\$50,000.00 STILL BEING HELD IN RRA TRUST ACCOUNT	SRJ	G	SETTLED AT RRA
210.		08-18229		IN SUIT	SRJ,MSF	CA	25%
211.		09-20484		LOST ON SUMMARY JUDGMENT	SRJ,MSF,GMF,SML	CA	N/A
212.		08-18774		DISCHARGE D CLIENT AT RRA	SRJ,SML	G	N/A
213.		08-18230		IN SUIT	SRJ,MSF	CA	25%
214.		08-18177		IN SUIT	SRJ ,SAG	G	20%
215.		08-18243		NOT PURSUED	SRJ,MSF	CA	N/A
216.		08-19796		IN SUIT	GMF,SRJ,MSF	G	20%
217.		08-18168		SETTLED AT RRA	SRJ	G	DISBURSED AT RRA
218.		09-24684		PRO BONO - DEFENDING TO PROTECT INTERESTS	GMF,SRJ,MSF,SML	DEF	N/A

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				IN SIMILAR CASE			
219.		09-25137		IN SUIT ON APPEAL	SRJ,MSF,GM F,SM	CA	25%
220.		09-20489		SETTLED AT RRA	GMF,SRJ,MS F	CA	DISBURSED AT RRA
221.		09-24886		NOT PURSUED	SRJ,MSF,GM F,SM	CA	N/A
222.		08-18178		IN SUIT	SRJ ,SAG	G	20%
223.		09-25734		PRE-SUIT	SRJ	G	20%
224.		08-18166		SETTLED AT RRA	SRJ	AA	DISBURSED AT RRA
225.		08-19886		WITHDREW	SRJ,MSF,GM F	CA	N/A
226.		09-25804		IN SUIT	GMF	CA	25%
227.		08-18893		NOT PURSUED	SRJ,MSF	CA	N/A
228.		08-18145		PRE-SUIT	SRJ,SML	G	20%
229.		08-18171		SETTLED FOR \$50,000.00	SRJ	G	20%
230.		08-18244		LOST ON APPEAL	SRJ,MSF ,GMF	CA	N/A

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231.		08-18816		NOT PURSUED	SRJ,MSF	CA	N/A
232.		08-19748		SETTLED	GMF,SRJ,MSF	CA	20%
233.		09-22687		NOT PURSUED	SRJ,GMF,SM L,MSF	CA	N/A
234.		08-18892		NOT PURSUED	SRJ,MSF	CA	N/A
235.		09-20486		NOT PURSUED	SRJ,GMF,MS F,SML	CA	N/A

CaseRef	Matter #	Status	Category	%
[REDACTED]	09-22920	IN SUIT	Q	10%
[REDACTED]	09-23420	IN SUIT	Q	10%
[REDACTED]	09-22918	IN SUIT	Q	10%
[REDACTED]	09-25811	UNDER INVESTIGATION	Q	10%
[REDACTED]	09-22919	UNDER INVESTIGATION	Q	10%

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

IN RE APPLICATION TO QUASH

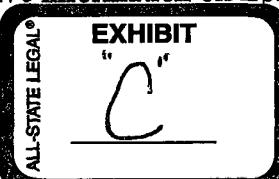
CASE NO. 10 M8-85 (LAK)

SUBPOENA TO DAILY NEWS AND

GEORGE RUSH

AFFIDAVIT OF MICHAEL FISTEN

1. I am an investigator employed by the law firm of Farmer-Jaffe-Weissing-Edwards Fistos and Lehrman who has been assigned to work on the case brought by Jane Doe, seeking compensation for damages inflicted on her by Jeffrey Epstein. The case is Jane Doe v. Jeffrey Epstein, No. 08-80893, and is currently pending in the U.S. District Court for the Southern District of Florida. Before being a private investigator, I spent thirty years in south Florida as a law enforcement officer.
2. In pursuit of information related to the litigation against Jeffrey Epstein I had a conversation with George Rush, a reporter with the New York *Daily News*, on October 22, 2009.
3. I called Rush after I had become aware of him because he was giving information to an author about Jeffrey Epstein. The author told me that this was extremely valuable information for the civil case I was working one. The author said that Rush played a tape for the author and another person that was a recording of Epstein. I had the impression that Rush had played the entire tape for this author. The author said words to the effect, "My god, you've get this tape. He talks about the girls." The author told me that the admissions made by Epstein in the tape would be very helpful to the girls pursuing civil suits against Epstein.
4. At this point, I called Rush in New York to try to get the tape. Rush had no hesitancy in telling me that he had tape recorded a recent conversation between Jeffrey Epstein and himself.
5. Rush then began telling me in detail about the contents of the tape recorded call.
6. Rush has previously spoken to attorney Brad Edwards (the attorney representing Jane Doe) and me concerning a story he (Rush) was writing on Jeffrey Epstein. Rush stated that he compiled very negative information on Epstein concerning his exploits with



underage girls and how he eluded the justice system. Rush stated that he presented the story to his publisher, who killed the story. He stated that his publisher, who knows Jeffrey Epstein, received a call from Epstein which resulted in him killing the story.

7. Rush agreed to paraphrase his recorded interview of Jeffrey Epstein, providing me with the following highlights. He stated that Epstein spoke in a New York accent advising how he came from Brooklyn and became wealthy. He stated that people do not like it when people make good and that was one reason he was being targeted. He stated that he did nothing wrong and went to jail for no reason. He stated that the time he spent in jail was too harsh of a sentence and if the same circumstances would have happened in New York he would have only received a \$200 fine. He continued by making very negative comments concerning Attorney Brad Edwards (the lead attorney representing Jane Doe), that he (Brad) was causing all his problems. He referred to Edwards as an ambulance chaser and his clients such as L.M. as a person that came to him as a prostitute and drug addict. He stated that all the girls suing him are only trying to get a meal ticket and the only thing he might have done wrong was to maybe to cross the line a little too closely. Rush advised that Epstein was very upset that Edwards subpoenaed Ghislaine Maxwell, referring to her as a good person that did nothing wrong.

8. Rush advised that he was going to listen to the tape again and provide me with additional information. Rush had no other information to offer.

9. At no point during this phone call was I told that the discussion was "off the record" or otherwise confidential. I was never told that there was any agreement for secrecy. I had the clear impression that Rush knew I would be relay all of the information that he had provided to me to Brad Edwards and other attorneys and investigators working on Jane Doe's case and other similar cases.

10. After I interviewed Rush, I asked for a copy of the tape of Epstein. He said he had no problem with doing that. He just had to run by his legal people. But later that day, he called me back and said "legal" would not let him give me the tape.

11. On October 26, 2009, when my discussion with Rush was fresh in my mind, I wrote up a report memorializing what Rush had told me.

12. Rush later sent me e-mails about the Epstein case, including forwarding to me an e-mail that Epstein had apparently written about the case.

13. I have reviewed the affidavit of George Rush, dated April 6, 2010, filed in this matter. That affidavit contains this statement: "I have not revealed any part of the contents of the Epstein interview to anyone other than the individuals I have described here [i.e., Brad Edwards and three other individuals who met with Rush in New York], except for Anne Carroll, the attorney representing me in this proceeding." This statement

is not accurate, as Rush gave me a detailed description of the Epstein tape recorded interview.

14. I have been extensively involved in the investigation attempting to support Jane Doe's claims against Epstein. As part of my duties in investigating the case, I have attempted to locate all recorded statements made by Epstein regarding his sexual abuse of Jane Doe and other minor girls. I have not been able to locate any such recordings. Nor do I currently possess any investigative leads for tracking down such recordings.

I declare under penalty of perjury that the foregoing is true and correct.

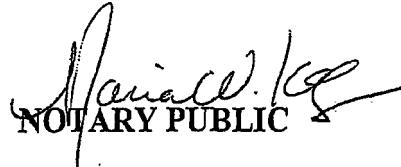
FURTHER AFFIANT SAYETH NAUGHT.

Dated this 23<sup>rd</sup> day of April, 2010.

  
Michael Fisten, Investigator

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2010 by MICHAEL FISTEN, who is personally known to me. \_\_\_\_\_



  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires:

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

CASE NO.: 2009 CA 040800 XXXXMB  
HONORABLE JUDGE DAVID F. CROW

JEFFREY EPSTEIN,

Plaintiff,

vs.

SCOTT ROTHSTEIN, BRADLEY  
J. EDWARDS, and LM,

### Defendants.

**AFFIDAVIT OF SCOTT W. ROTHSTEIN**  
**IN SUPPORT OF MOTION TO SET ASIDE DEFAULT**

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF )

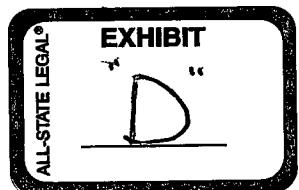
Before me, the undersigned authority, personally appeared, SCOTT W. ROTHSTEIN,  
who after being by me first duly sworn, on oath, deposes and states as follows:

1. I am a Defendant in the above-captioned matter.

2. I did not respond to the Summons and Complaint in this lawsuit because I did not have knowledge of its existence until February, 2010. In February 2010, I learned that this lawsuit was filed against me and that a default judgment had been entered against me for failure to respond.

3. From December 1, 2009 until March 1, 2010, I was detained at the Federal Detention Center in Miami, Florida<sup>1</sup>.

<sup>1</sup> On March 1, 2010, I was transferred to the Port St. Lucie jail.



4. During that time frame I was pulled out of my cell many times by the Bureau of Prisons staff to receive service of lawsuits at all hours.

5. Inasmuch as the Bureau of Prisons rules and regulations do not allow a prisoner to hand any documents to any visitors, including counsel, upon service of various lawsuits, I simply informed my attorney who would then look up the case with the appropriate court and contact the attorney for the plaintiff(s) in such cases and/or take whatever appropriate action was necessary.

6. To the best of my knowledge and belief, I do not recall being served with this lawsuit. If I was properly served with this lawsuit, it has been misplaced within the pile of numerous lawsuits and voluminous amount of other legal papers and has not been located. Even to date, I have not located the Complaint or Plaintiff's Motion for Default.<sup>2</sup>

7. I state in good faith that if I had actual knowledge of this lawsuit I would have advised my attorney as I have done with various other lawsuits currently pending against me.

8. As soon as I learned of the lawsuit, I immediately contacted my attorney and advised him of same which prompted the filing of my Motion to Set Aside Default and this Affidavit in Support thereof.

9. I have a viable defense to the allegations contained in the Plaintiff, Jeffrey Epstein's ("Plaintiff" or "Epstein"), Complaint. Without providing a detailed response to the Complaint herein, just one of many meritorious defenses to the Complaint is that at least one, if not more, of the lawsuits against Plaintiff which he references as the basis of this instant lawsuit (the "Civil Actions"), was filed with the court on behalf of certain clients by a defendant herein, Bradley Edwards ("Edwards"), *prior to* his employment as an attorney at the law firm Rothstein Rosenfeldt Adler ("RRA"). The fact that Edwards, prior to his employment with RRA, and prior

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<sup>2</sup> Since learning of this lawsuit, my attorney obtained a copy of the Complaint.

to our introductions with one another, already had client(s) suing Epstein in Civil Actions, goes against several counts in the Complaint, including, but not limited to, the RICO count. In fact, the Civil Actions filed by Edwards and/or other attorneys at RRA were and are *real* cases, with *real* plaintiffs that have *real* claims against Epstein and, this instant lawsuit is Plaintiff's feeble attempt to take advantage of my unfortunate circumstances to disqualify claims by real persons that deserve to have their day in court.

10. I respectfully submit that if the Court were to disallow my Motion to Set Aside Default, not only would I be extremely prejudiced inasmuch as I have viable defenses to the allegations contained in Plaintiff's Complaint, but the plaintiffs in the Civil Actions that Edwards and others at RRA filed against Epstein which he references in his Complaint in this matter would be prejudiced as well. A default entered against me in this matter would have the same effect as my admission to the assertions made by Plaintiff which would, in essence, allow Epstein to prevail against the plaintiffs in the Civil Actions on the basis that they are frivolous and fraudulent lawsuits, which they are not.

Under penalties of perjury, I declare that I have read the foregoing affidavit and the facts stated in it are true.

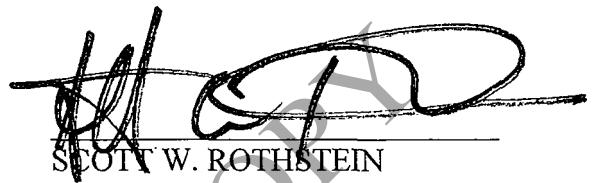


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SCOTT W. ROTHSTEIN

STATE OF FLORIDA )  
St Lucie County )ss.:  
)

BEFORE ME the undersigned authority, personally appeared SCOTT W. ROTHSTEIN, who after being by me first duly sworn on oath deposes and says that he is the Defendant in the above-styled cause; that he has read the foregoing Affidavit and the facts contained herein are true and correct.



SCOTT W. ROTHSTEIN

SWORN TO AND SUBSCRIBED before me this 8<sup>th</sup> day of March, 2010, by SCOTT W. ROTHSTEIN, who is personally known to me or who has produced St Lucie County Jail I.D. as identification.

Patrick B. Hogan

NOTARY PUBLIC

Patrick B. Hogan

Typed or Printed Name of  
Notary Public

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA  
Patrick B. Hogan  
Commission #DD910543  
Expires: SEP 25, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.