

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

CASE NO.: 502009CA040800XXXXMBAG

JEFFREY EPSTEIN,

Plaintiff,

vs.

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

Defendant,

FOURTH AMENDED COUNTERCLAIM

Bradley J. Edwards (EDWARDS) sues Jeffrey Epstein (EPSTEIN) and alleges:

COUNT I—ABUSE OF PROCESS

1. This is an action for damages in an amount in excess of the minimum jurisdictional limits of this Court.

2. Counter/plaintiff, EDWARDS, is sui juris, resides in Broward County, Florida, and is an attorney licensed to practice in the State of Florida at all times material hereto.

3. Counter/defendant, EPSTEIN, is sui juris and is a resident of Palm Beach County, Florida.

4. EPSTEIN is a convicted felon having entered into a plea agreement pursuant to which he effectively conceded his having engaged in illicit sexual activity with a large number of female children over an extended period of time in violation of both State and Federal criminal laws.

5. EPSTEIN was sued civilly by a large number of his victims. Many of the cases against him have been settled, and upon information and belief, federal law enforcement agencies continue to investigate additional allegations of EPSTEIN'S serial abuse and molestation of children; others remain pending. As a consequence, EPSTEIN continues to face the potential of further criminal prosecution and huge civil judgments for both compensatory and punitive damages in favor of many victims of his depraved criminal exploitation of children including victims represented by EDWARDS.

6. In the face of overwhelming evidence of his guilt, EPSTEIN repeatedly asserted his Fifth Amendment Right against self-incrimination and refused to answer any substantive questions regarding his sexual exploitation of his minor victims. Lacking any substantive defense to the claims against him, EPSTEIN sought to avoid his compensatory and punitive liability and to deter cooperation in the ongoing criminal investigation by employing the extraordinary financial resources at his disposal to intimidate his victims and their legal counsel into abandoning their legitimate claims or resolving those claims for substantially less than their just value.

7. In some circumstances, EPSTEIN'S tactics have proven successful, while other victims have thus far withstood this continued assault upon them and persisted in the prosecution of their claims. EDWARDS' clients are among those who continued the prosecution of their claims and the assertion of federal statutory rights afforded to them pursuant to the Federal Crime Victims' Rights Act (CVRA).

8. While prosecuting the legitimate claims on behalf of his clients, EDWARDS has not engaged in any unethical, illegal, or improper conduct nor has EDWARDS taken any action inconsistent with the duty he has to vigorously represent the interests of his clients. EPSTEIN has no reasonable basis to believe otherwise and has never had any reasonable basis to believe otherwise.

9. Nevertheless, EPSTEIN filed civil claims against EDWARDS and EDWARDS' client, L.M. for the sole purpose of further attempting to intimidate EDWARDS, L.M., and others into abandoning or settling their legitimate claims for less than their just and reasonable value. His sole purpose in both filing and prosecuting claims against EDWARDS was never the stated purpose of collecting money damages from EDWARDS since EPSTEIN knew that he had never suffered any damage as a consequence of any wrongdoing by EDWARDS. Nevertheless, EPSTEIN filed knowingly baseless and unsupportable claims against EDWARDS and proceeded to prosecute those baseless and unsupportable claims in order to divert EDWARDS from the prosecution of EDWARDS' legitimate claims against EPSTEIN, to require EDWARDS to expend time, energy and resources on his own defense, to embarrass EDWARDS and impugn his integrity, and deter others with legitimate claims against EPSTEIN from pursuing those claims at the risk of having to fend off similar assaults. EPSTEIN's real purpose was to put pressure on EDWARDS, L.M., and other victims by publishing what amounts to nothing more than a highly defamatory press release issued under the cloak of protection of the litigation privilege.

10. EPSTEIN acted purely out of malice toward EDWARDS and others, and he had ulterior motives and purposes in filing his unsupported and unsupportable claims. EPSTEIN'S

primary purpose in both filing and continuing to prosecute each of the claims against EDWARDS was to inflict a maximum economic burden on EDWARDS in having to defend against the spurious claims, to distract EDWARDS from the prosecution of claims against EPSTEIN arising out of EPSTEIN'S serial abuse of minors, and ultimately to extort EDWARDS into abandoning the claims he was prosecuting against EDWARDS.

11. The claims filed by EPSTEIN against EDWARDS included the following:

- a. violation of F.S. §§772.101, et. seq.—
Florida Civil Remedies for Criminal Practices Act;
- b. Florida RICO—"Racketeer Influenced and Corrupt Organization Act"
pursuant to F.S. §§895.01, et. seq.;
- c. abuse of process;
- d. fraud;
- e. conspiracy to commit fraud.

12. EPSTEIN, in his Complaint, directly alleged that EDWARDS was a knowing participant in a civil theft and criminal enterprise when EPSTEIN was well aware that there was and is absolutely no evidence whatsoever to support such false assertions. Indeed, his Complaint was replete with speculation, conjecture, and innuendo and was entirely devoid of factual support for his spurious allegations. Indicative of his total disregard for the lack of any predicate for his claims, EPSTEIN ignored the statutory requirement for written notice prior to the initiation of a civil theft claim.

13. EPSTEIN knew at the time of the filing of the specified claims and throughout his failed prosecution of those claims that he could not prosecute the claims to a successful conclusion because:

- a. they were both false and unsupported by any reasonable belief or suspicion that they were true;
- b. he had suffered no legally cognizable injury proximately caused by the falsely alleged wrongdoing on the part of EDWARDS;
- c. he had no intention of waiving his Fifth Amendment privilege against self-incrimination in order to provide the relevant and material discovery that would be necessary in the course of prosecuting the claims, (even if they had any reasonable basis), and he knew that his prosecution would consequently be barred by the sword-shield doctrine;
- d. EDWARDS' conduct in the prosecution of claims against EPSTEIN could not support the prosecution of a separate civil lawsuit against EDWARDS because of the absolute protection of the litigation privilege.

14. EPSTEIN acted purely out of malice toward EDWARDS and others, and he had ulterior motives and purposes in filing his unsupported and unsupportable claims as previously detailed in Paragraph 9.

15. EPSTEIN'S filing and prosecution of claims against EDWARDS recklessly and purposely disregarded the lack of justification for each of the claims and EPSTEIN never had as

his primary purpose to establish what he did consider or reasonably could have considered to be meritorious claims.

16. Each and every pleading filed by and on behalf of EPSTEIN in his prosecution of every claim against EDWARDS, every motion, every request for production, every subpoena issued, and every deposition taken as detailed on the docket sheet was intended with respect to EDWARDS solely and exclusively to advance EPSTEIN'S efforts at extortion as previously detailed, and constituted a perversion of process after its initial service.

17. As a result of EPSTEIN's wrongful conduct as alleged, EDWARDS has suffered and will continue to suffer the following special damages;

- a. injury to his reputation;
- b. mental anguish, embarrassment and anxiety;
- c. fear of physical injury to himself and members of his family;
- d. the loss of the value of his time required to be diverted from his professional responsibilities;
- e. the cost of defending against EPSTEIN's spurious and baseless claims.

WHEREFORE, EDWARDS demands judgment against EPSTEIN for compensatory damages, costs, and such other and further relief as the Court may deem appropriate under the circumstances. Counter/plaintiff, EDWARDS, having satisfied the statutory prerequisites for the assertion of a claim for punitive damages and having been granted leave of Court to assert such a claim does hereby also assert a claim for punitive damages.

Counter/plaintiff, EDWARDS, further demands trial by jury.

COUNT II—MALICIOUS PROSECUTION

18. This is an action for damages in an amount in excess of the minimum jurisdictional limits of this Court.

19. Counter/plaintiff, EDWARDS, is sui juris, resides in Broward County, Florida, and is an attorney licensed to practice in the State of Florida at all times material hereto.

20. Counter/defendant, EPSTEIN, is sui juris and is a resident of Palm Beach County, Florida.

21. EPSTEIN is a convicted felon having entered into a plea agreement pursuant to which he effectively conceded his having engaged in illicit sexual activity with a large number of female children over an extended period of time in violation of both State and Federal criminal laws.

22. EPSTEIN was sued civilly by a large number of his victims. Many of the cases against him have been settled, and upon information and belief, federal law enforcement agencies continue to investigate additional allegations of EPSTEIN'S serial abuse and molestation of children; others remain pending. As a consequence, EPSTEIN continues to face the potential of further criminal prosecution and huge civil judgments for both compensatory and punitive damages in favor of many victims of his depraved criminal exploitation of children including victims represented by EDWARDS.

23. In the face of overwhelming evidence of his guilt, EPSTEIN repeatedly asserted his Fifth Amendment Right against self-incrimination and refused to answer any substantive

questions regarding his sexual exploitation of his minor victims. Lacking any substantive defense to the claims against him, EPSTEIN sought to avoid his compensatory and punitive liability and to deter cooperation in the ongoing criminal investigation by employing the extraordinary financial resources at his disposal to intimidate his victims and their legal counsel into abandoning their legitimate claims or resolving those claims for substantially less than their just value.

24. While prosecuting the legitimate claims on behalf of his clients, EDWARDS has not engaged in any unethical, illegal, or improper conduct nor has EDWARDS taken any action inconsistent with the duty he has to vigorously represent the interests of his clients. EPSTEIN has no reasonable basis to believe otherwise and has never had any reasonable basis to believe otherwise.

25. Nevertheless, EPSTEIN filed civil claims against EDWARDS and EDWARDS' client, L.M. for the sole purpose of further attempting to intimidate EDWARDS, L.M., and others into abandoning or settling their legitimate claims for less than their just and reasonable value. His sole purpose in filing claims against EDWARDS was never the stated purpose of collecting money damages from EDWARDS since EPSTEIN knew that he had never suffered any damage as a consequence of any wrongdoing by EDWARDS. Nevertheless, EPSTEIN filed knowingly baseless and unsupportable claims against EDWARDS and proceeded to prosecute those baseless and unsupportable claims in order to divert EDWARDS from the prosecution of EDWARDS' legitimate claims against EPSTEIN, to require EDWARDS to expend time, energy and resources on his own defense, to embarrass EDWARDS and impugn his integrity, and deter

others with legitimate claims against EPSTEIN from pursuing those claims at the risk of having to fend off similar assaults. EPSTEIN's real purpose was to put pressure on EDWARDS, L.M., and other victims by publishing what amounts to nothing more than a highly defamatory press release issued under the cloak of protection of the litigation privilege.

26. EPSTEIN acted purely out of malice toward EDWARDS and others, and he had ulterior motives and purposes in filing his unsupported and unsupportable claims. EPSTEIN'S primary purpose in filing each of the claims against EDWARDS was to inflict a maximum economic burden on EDWARDS in having to defend against the spurious claims, to distract EDWARDS from the prosecution of claims against EPSTEIN arising out of EPSTEIN'S serial abuse of minors, and ultimately to extort EDWARDS into abandoning the claims he was prosecuting against EDWARDS.

27. The claims filed by EPSTEIN against EDWARDS were the following:

- a. violation of F.S. §§772.101, et. seq.—
Florida Civil Remedies for Criminal Practices Act;
- b. Florida RICO—"Racketeer Influenced and Corrupt Organization Act"
pursuant to F.S. §§895.01, et. seq.;
- c. abuse of process;
- d. fraud;
- e. conspiracy to commit fraud.

28. EPSTEIN, in his Complaint, directly alleged that EDWARDS was a knowing participant in a civil theft and criminal enterprise and that he had conspired to and did engage in

a fraud against EPSTEIN when EPSTEIN was well aware that there was and is absolutely no evidence whatsoever to support such false assertions. Indeed, his Complaint was replete with speculation, conjecture, and innuendo and was entirely devoid of factual support for his spurious allegations. Indicative of his total disregard for the lack of any predicate for his claims, EPSTEIN ignored the statutory requirement for written notice prior to the initiation of a civil theft claim.

29. EPSTEIN knew at the time of the filing of the specified claims and throughout his failed prosecution of those claims that he could not prosecute the claims to a successful conclusion because:

- a. they were both false and unsupported by any reasonable belief or suspicion that they were true;
- b. he had suffered no legally cognizable injury proximately caused by the falsely alleged wrongdoing on the part of EDWARDS;
- c. he had no intention of waiving his Fifth Amendment privilege against self-incrimination in order to provide the relevant and material discovery that would be necessary in the course of prosecuting the claims, (even if they had any reasonable basis), and he knew that his prosecution would consequently be barred by the sword-shield doctrine;
- d. EDWARDS' conduct in the prosecution of claims against EPSTEIN could not support the prosecution of a separate civil lawsuit against EDWARDS because of the absolute protection of the litigation privilege.

30. EPSTEIN acted purely out of malice toward EDWARDS and others, and he had ulterior motives and purposes in filing his unsupported and unsupportable claims as previously detailed in Paragraph 25.

31. EPSTEIN'S filing and prosecution of claims against EDWARDS recklessly and purposely disregarded the lack of justification for each of the claims and EPSTEIN never had as his primary purpose to establish what he did consider or reasonably could have considered to be meritorious claims.

32. After unsuccessful efforts to defend and amend his maliciously filed and prosecuted claims over a period of almost two years, EPSTEIN abandoned each of the claims described in Paragraph 27 except for an ongoing effort to salvage his abuse of process claim. That abandonment brings to successful conclusion EDWARDS' defense against each of the other abandoned claims and constitutes a specific bona fide termination in EDWARDS' favor of the prior prosecution of each abandoned claim.


33. As a result of EPSTEIN's wrongful conduct as alleged, EDWARDS has suffered and will continue to suffer the following special damages:

- a. injury to his reputation;
- b. mental anguish, embarrassment and anxiety;
- c. fear of physical injury to himself and members of his family;
- d. the loss of the value of his time required to be diverted from his professional responsibilities;
- e. the cost of defending against EPSTEIN's spurious and baseless claims.

WHEREFORE, EDWARDS demands judgment against EPSTEIN for compensatory damages, costs, and such other and further relief as the Court may deem appropriate under the circumstances. Counter/plaintiff, EDWARDS, having satisfied the statutory prerequisites for the assertion of a claim for punitive damages and having been granted leave of Court to assert such a claim does hereby also assert a claim for punitive damages.

Counter/plaintiff, EDWARDS, further demands trial by jury.

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via E-Serve to all Counsel on the attached list, this 9th day of January, 2013.



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JEFFREY EPSTEIN,
Plaintiff.

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

vs.

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

CASE NO. 502009CA040800XXXXMBAG

Defendants.
_____ /

**PLAINTIFF/COUNTER-DEFENDANT JEFFREY EPSTEIN'S ANSWER AND
AFFIRMATIVE DEFENSES TO DEFENDANT/COUNTER-PLAINTIFF
BRADLEY EDWARDS' COUNTERCLAIM**

Plaintiff/Counter-Defendant Jeffrey Epstein ("Epstein"), by and through his undersigned counsel and pursuant to Rule 1.110 of the *Florida Rules of Civil Procedure*, hereby files his Answer and Affirmative Defenses to Defendant/Counter-Plaintiff Bradley Edwards' ("Edwards") Counterclaim, and states:

1. Epstein admits that the Counterclaim alleges an amount within the jurisdictional purview of the Court, but denies that Edwards is entitled to said amount.
2. Epstein is without knowledge as to Edwards' residential status, but admits that he is an attorney licensed to practice law in the State of Florida.
3. Epstein Denies that he is a resident of Palm Beach County, but admits the remaining allegations in Paragraph 3.
4. Epstein admits that he entered into a plea agreement that resulted in a felony conviction. Epstein further admits that the terms and conditions of the agreement speak for themselves. To the extent that Edwards has inaccurately summarized or interpreted any provision thereof in Paragraph 4 of his Counterclaim, Epstein denies the allegations.

5. Epstein admits that he was a party to civil actions brought forth by purported victims, and that civil actions to which Epstein was a party settled, but is without knowledge as to any further investigation by federal law enforcement, any pending civil cases against Epstein by any purported victims, and Edwards' relationship with any other purported victims and therefore denies these allegations and demands strict proof thereof.

6. Epstein admits that, at certain times in the litigation, he asserted his rights against self-incrimination as afforded to him by the Fifth Amendment to the United States Constitution. Epstein denies the remaining allegations contained in Paragraph 6 and demands strict proof thereof.

7. Epstein denies Paragraph 7, except for the allegation therein stating that Edwards is involved in pending litigation in Federal Court under the Federal Crime Victims' Right's Act.

8. Epstein denies each and every allegation contained in Paragraph 8 and demands strict proof thereof.

9. Epstein denies each and every allegation contained in Paragraph 9 and demands strict proof thereof.

10. Epstein denies each and every allegation contained in Paragraph 10 and demands strict proof thereof.

11. Epstein admits that the causes of action asserted by him against Edwards in Epstein's initial Complaint are listed in Paragraph 11 and its subparts. However, Edwards fails to either attach the Complaint to which he is referring or otherwise identify the Complaint from which he derives his assertion. To the extent that Edwards has

inaccurately summarized or interpreted any provision thereof in Paragraph 11 of his Counterclaim. Epstein denies the allegations.

12. Epstein admits that in his initial Complaint he asserted causes of action against Edwards as specifically stated in Paragraph 11 and its subparts, but denies that he has ever asserted a cause of action for Civil Theft against Edwards as alleged in Paragraph 12. To the extent that Edwards has inaccurately summarized or interpreted any provision of Epstein's "Complaint" in Paragraph 12 of his Counterclaim,¹ Epstein denies the allegations. Epstein further denies the remaining allegations contained in Paragraph 12 and demands strict proof thereof.

13. Epstein denies each and every allegation contained in Paragraph 13, including its subparts, and demands strict proof thereof.

14. Epstein denies each and every allegation contained in Paragraph 14 and demands strict proof thereof.

15. Epstein denies each and every allegation contained in Paragraph 15 and demands strict proof thereof.

16. Epstein denies each and every allegation contained in Paragraph 16 and demands strict proof thereof.

17. Epstein denies each and every allegation and claim for damages that is contained in Paragraph 17, including its subparts, and demands strict proof thereof.

18. Epstein admits that the Counterclaim alleges an amount within the jurisdictional purview of the Court, but denies that Edwards is entitled to said amount.

¹ Edwards fails to attach a copy of Epstein's Complaint or even reference the version of the Complaint to which he refers in this allegation.

19. Epstein is without knowledge as to Edwards' residential status, but admits that he is an attorney licensed to practice law in the State of Florida.

20. Epstein Denies that he is a resident of Palm Beach County, but admits the remaining allegations in Paragraph 20.

21. Epstein admits that he entered into a plea agreement that resulted in a felony conviction. Epstein further admits that the terms and conditions of the agreement speak for themselves. To the extent that Edwards has inaccurately summarized or interpreted any provision thereof in Paragraph 21 of his Counterclaim, Epstein denies the allegations.

22. Epstein admits that he was a party to civil actions brought forth by purported victims, and that civil actions to which Epstein was a party settled, but is without knowledge as to any further investigation by federal law enforcement, any pending civil cases against Epstein by any purported victims, and Edwards' relationship with any other purported victims and therefore denies these allegations and demands strict proof thereof.

23. Epstein admits that, at certain times in the litigation, he asserted his rights against self-incrimination as afforded to him by the Fifth Amendment to the United States Constitution. Epstein denies the remaining allegations contained in Paragraph 23 and demands strict proof thereof.

24. Epstein denies each and every allegation contained in Paragraph 24 and demands strict proof thereof.

25. Epstein denies each and every allegation contained in Paragraph 25 and demands strict proof thereof.

26. Epstein denies each and every allegation contained in Paragraph 26 and demands strict proof thereof.

27. Epstein admits that the causes of action asserted by him against Edwards in Epstein's initial Complaint are listed in Paragraph 27 and its subparts. However, Edwards fails to either attach the Complaint to which he is referring or otherwise identify the Complaint from which he derives his assertion. To the extent that Edwards has inaccurately summarized or interpreted any provision thereof in Paragraph 27 of his Counterclaim, Epstein denies the allegations.

28. Epstein admits that in his initial Complaint he asserted causes of action against Edwards as specifically stated in Paragraph 27 and its subparts, but denies that Epstein has ever asserted a cause of action for Civil Theft against Edwards as alleged in Paragraph 28. To the extent that Edwards has inaccurately summarized or interpreted any provision of Epstein's "Complaint" in Paragraph 28 of his Counterclaim,² Epstein denies the allegations. Epstein denies the remaining allegations contained therein and demands strict proof thereof.

29. Epstein denies each and every allegation contained in Paragraph 29, including its subparts, and demands strict proof thereof.

30. Epstein denies each and every allegation contained in Paragraph 30 and demands strict proof thereof.

31. Epstein denies each and every allegation contained in Paragraph 31 and demands strict proof thereof.

32. Epstein admits that he has Amended his Complaint over the course of this litigation, and submits that while some counts were dismissed by the Court, *without prejudice*, this constitutes neither abandonment of Epstein's claims nor a bona fide

² Edwards fails to either attach the Complaint to his Counterclaim or reference the specific Complaint to which he is referring in Paragraph 28.

termination thereof. As such, Epstein denies the remaining allegations contained in Paragraph 32 and demands strict proof thereof.

33. Epstein denies each and every allegation and claim for damages that is contained in Paragraph 33, including its subparts, and demands strict proof thereof.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

For his First Affirmative Defense, Epstein states that Edwards' Abuse of Process claim fails to state a claim upon which relief can be granted as is required under Rule 1.110 of the *Florida Rules of Civil Procedure*. Edwards did not, nor will he ever be able to, assert the three requisites required to properly plead same; to wit: 1) an illegal, improper, or perverted use of process *after it issues* (i.e., improper willful acts during the course of *a prior action or after the filing of the Complaint*); 2) an ulterior motive or purpose in exercising the illegal, improper, or perverted process; and 3) damages resulting therefrom. *S & I Invs. v. Payless Flea Mkt., Inc.*, 36 So. 3d 909, 917 (Fla. 4th DCA 2010) (emphasis added); *Della-Donna v. Nova Univ., Inc.*, 512 So. 2d 1051, 1055 (Fla. 4th DCA 1987).

SECOND AFFIRMATIVE DEFENSE

For his Second Affirmative Defense, Epstein states that Edwards' Malicious Prosecution claim fails to state a claim upon which relief can be granted as is required under Rule 1.110 of the *Florida Rules of Civil Procedure*. Specifically, the requisite of a "bone-fide termination of the original proceeding in favor of the present plaintiff" as delineated by the Florida Supreme Court as one of the legally-mandated elements to bring forth a Malicious Prosecution claim, has not been, nor can it be, satisfied. *See*

Alamo rent-A-Car v. Mancusi, 632 So. 2d 1352, 1355 (Fla. 1994). The “original proceeding” to which Edwards refers in his Counterclaim is, in fact, the current litigation that is pending against him; to which there has not been an “ending in a manner indicating [Edwards’] innocence of the charges or allegations contained in the first suit.” See *Doss v. Bank of America, N.A.*, 857 So. 2d 991, 994 (Fla. 5th DCA 2003). See also *Yoder v. Adriatico*, 459 So. 2d 449, 451 (Fla. 5th DCA 1984) (stating that the tort of malicious prosecution requires, as an element, the prior termination of that claim and therefore malicious prosecution may not be brought as a counterclaim).

Indeed, it is well-settled law that an action for Malicious Prosecution cannot be filed until the original action is concluded, and that counts of a Complaint that are **dismissed without prejudice** are not deemed a “bona fide termination” in that party’s favor. “Where dismissal is on technical grounds, for procedural reasons, or any other reason not consistent with the guilt of the accused, it does not constitute a favorable determination.” *Union Oil of California v. John Watson*, 468 So. 2d 349 (3d DCA 1985). Accordingly, Edwards fails to state a claim upon which relief may be granted.

THIRD AFFIRMATIVE DEFENSE

For his Third Affirmative Defense, Epstein states that Edwards’ Counterclaim fails to properly plead his damages as required as required under the *Florida Rules of Civil Procedure*. See *Miami National Bank v. Nunez*, 541 So. 2d 1259, 1260 (Fla. 3d DCA 1989) (stating that a litigant cannot recover as damages his own time for participating in a litigation when counsel is engaged to represent him). Edwards further pleads damages for injury to his reputation, mental anguish, anxiety, and embarrassment, which are impermissible and improperly plead.

Most importantly, however, Epstein submits that Edwards has not, nor will he, suffer any damages as a result of any actions allegedly taken by Epstein. In fact, Edwards still utilizes his litigious association with Mr. Epstein at his new firm Farmer, Jaffe, Weissing, Edwards, Fistos, & Lehrman to disparage Epstein, to seek new clients on whose behalf he can sue Epstein, to attract additional plaintiffs for whom he can file suit, and to achieve notoriety with the press. *See Composite Exhibit A attached hereto.*

FOURTH AFFIRMATIVE DEFENSE

For his Fourth Affirmative Defense, Epstein asserts that he is afforded absolute immunity pursuant to the "Litigation Privilege" because at all times his actions were connected with, relevant to, and material to, his cause of action against Edwards. The Litigation Privilege protects actions taken that are functionally tied to the judicial proceeding, and "arises immediately upon the doing of any act required or permitted by law in the due course of the judicial proceedings or as necessarily preliminary thereto." *Fridovich v. Fridovich*, 598 So. 2d 65 (Fla. 1992). Epstein has **not taken any action** "outside the context of the judicial proceeding, such as...actions extrinsic to the litigation." *Suchite v. Kleppin*, 2011 WL 1814665, p.*3 (S.D. Fla. 2011) (citing to *American Nat. Title & Escrow of Florida, Inc. v. Guarantee Title & Trust, Co.*, 748 So. 2d 1054, 1056 (Fla. 4th DCA 1999)); *See also, Montejo v. Martin Memorial Medical Center, Inc.*, 935 So. 2d 1266, 1269 (Fla. 4th DCA 2006).

Defendant specifically reserves the right herein to amend these defenses and plead other affirmative defenses that may become known during his continuing investigation of this action and during discovery in this case.

WE HEREBY CERTIFY that a true and correct copy of the foregoing was served,

via electronic and US Mail, to all parties on the attached service list, this July 31, 2012.



Tonja Haddad Coleman, Esq.

Florida Bar No.: 176737

Tonja Haddad, PA

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NOT A CERTIFIED COPY

SERVICE LIST

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO. 50 2009CA040800XXXXMB AG
Complex Litigation, Fla.R.Civ.Pro. 1201

JEFFREY EPSTEIN,
Plaintiff,

-vs- VOLUME II OF II

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

Defendants.

VIDEOTAPED DEPOSITION OF BRADLEY J. EDWARDS, ESQUIRE

Tuesday, March 23, 20010
10:00 - 5:07 p.m.

2139 Palm Beach Lakes, Boulevard
West Palm Beach, Florida 33401

Reported By:
Cynthia Hopkins, RPR, FPR
Notary Public, State of Florida
Prose Court Reporting
Job No.: 1333

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FACSMILE

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and

On behalf of the Plaintiff:
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On behalf of the Defendant:

JACK SCAROLA, ESQUIRE
SEARCY, DENNEY, SCAROLA,
BARNHART & SHIPLEY, P.A.
2139 Palm Beach Lakes Boulevard
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Phone: 561.686.6300

ALSO PRESENT:

Jeffrey Epstein
Joseph Kozak, Videographer
Prose Reporting Services

PROCEEDINGS

THE VIDEOGRAPHER: We're now on the record
at 1:54 p.m. Volume 2.

CONTINUED DIRECT EXAMINATION
BY MR. CRITTON:

Q. Mr. Edwards, when we broke, we were
talking a little bit about, we were talking about
George Rush and different, many people that you had
spoken with and you said you had spoken with
Mr. Rush approximately five times, correct?

A. Correct.

Q. With regard to Mr. Rush, did you ever
provide him with any documents?

A. I don't believe so.

Q. Did you tell Mr. Rush, did you EVER advise
or did Mr. Rush ever ask you who your clients were,
I mean not by name but as to how your clients
factored into any of the conversations that you were
having?

A. I don't remember that.

Q. Do you recall discussing with Mr. Rush
Ghislain Maxwell? Or in fact, let me ask it this
way: Did you talk with Mr. Rush about Ghislaine
Maxwell in any way?

1 (Pages 148 to 151)

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EXHIBIT C

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 A. I don't remember that subject coming up in the
 2 conversations with Mr. Rush. Had he asked -- I, I don't
 3 remember that conversation.
 4 Q. You're not denying it. You are just
 5 saying you don't remember it or are you --
 6 A. Correct.
 7 Q. -- saying it didn't happen?
 8 A. No. I am saying I just don't remember.
 9 Q. Did you, did you tell Mr. Rush that
 10 Mr. Epstein had transported females on his plane for
 11 the purposes of having sex with other individuals?
 12 A. I don't know.
 13 Q. Well, why --
 14 A. I just don't remember.
 15 Q. If Mr. Rush would testify that you told
 16 him that other females had traveled on Mr. Epstein's
 17 plane and had had sex during the time they were on
 18 the planes, why would you have had that discussion
 19 with him?
 20 A. You're asking a hypothetical if I said that,
 21 why would have I have said that?
 22 Q. Well, let me rephrase it this way: With
 23 Mr. Rush, if I asked you to assume that he would
 24 testify that you, you told him about the
 25 transportation, that Mr. Epstein transported other

1 women on the plane to have sex with them, what
 2 information did you have that was the basis for that
 3 claim at that time?
 4 MR. SCAROLA: I am going to object to the
 5 form of the question. It assumes facts not in
 6 evidence. It has no proper predicate.
 7 BY MR. CRITTON:
 8 Q. Mr. Edwards, did you have Ghislaine
 9 Maxwell served in this case with a subpoena?
 10 A. Yes.
 11 Q. For what purpose? I mean, obviously to
 12 take her deposition.
 13 A. Exactly, to take her deposition.
 14 Q. All right. Do you, is she neither, would
 15 you agree that neither Jane Doe nor L.M. have
 16 testified to any, that they had any connection
 17 whatsoever with Ghislaine Maxwell?
 18 A. Yes, I would agree.
 19 Q. And what, what was, what is the purpose;
 20 that is, with regard to your three clients and only
 21 your three clients is they -- what connection if
 22 any, did Ghislaine Maxwell have to those
 23 individuals?
 24 MR. SCAROLA: Objection, work-product.
 25 Instruct you to not answer.

2 (Pages 152 to 155)

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1 BY MR. CRITTON:

2 Q. When you originally started working with
3 the Rothstein firm, did you have any discussions
4 with Mr. Rothstein regarding how your cases would be
5 funded; that is, your personal, your personal injury
6 cases and specifically the cases relating to
7 Mr. Epstein?

8 A. No.

9 Q. Okay. With regard to, prior to taking
10 your cases to, prior to starting at RRA, you were
11 responsible for the funding of your personal injury
12 cases or any contingency fee case, correct?

13 A. Right.

14 Q. And I assume you had either your own
15 personal funds or you had a line of credit or both?

16 A. Right.

17 Q. And when you came to RRA and you brought
18 the cases with you; that is, the personal injury
19 cases and as well, the Epstein cases, were you
20 reimbursed for the costs that you had already
21 expended thus far on those cases?

22 A. No.

23 Q. Did you request that you be reimbursed?

24 A. Yes.

25 Q. And with, to whom was the request made?

1 A. Directly to Scott Rothstein.

2 Q. Was that at the ten minute meeting that
3 you had?

4 A. Yes.

5 Q. At BOVA?

6 A. Yes.

7 Q. And what did he say?

8 A. No problem.

9 Q. He said he would reimburse you?

10 A. Correct.

11 Q. And did that, in fact, take place?

12 A. No.

13 Q. And how did you attempt to get reimbursed
14 for the costs that you had thus far incurred on your
15 personal injury cases including Mr. Epstein's case
16 when you went, when you started at RRA?

17 A. What do you mean?

18 Q. Well, you said that Mr. Rothstein agreed
19 in the ten minute conversation that RRA would
20 reimburse those costs?

21 A. Correct.

22 Q. You go to RRA in April of '09, and I
23 assume you had to ask someone and say, look, I had a
24 conversation with Scott Rothstein. He said he would
25 reimburse my costs.

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.

3 (Pages 156 to 159)

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1 And obviously nobody expected the ending
2 to the law firm that ultimately occurred.

3 Q. With regard to the case, I assume you
4 settled a couple of personal injury cases during the
5 seven months you were there, yes?

6 A. Yes, you assume that.

7 Q. That's correct? Let me ask the question.
8 Did you settle any contingency fee cases during the
9 seven months that you were at the RRA firm?

10 A. Yes.

11 Q. And when you settled those cases did you,
12 and they closed, they were settled through, did you
13 have any control of the trust account?

14 A. No.

15 Q. Okay. Settlement monies come in on a
16 personal injury case. What did you do with the
17 money once the, once the client had endorsed the
18 check?

19 A. I, I didn't personally do anything with the
20 money. It was not handled by me.

21 Q. Okay. Were you there --

22 A. That's why I'm confused. Did I settle the
23 case? I mean, Rothstein Rosenfeldt Adler firm settled
24 personal injury cases while I was there. There were no
25 cases that were solely my cases. They were firm cases.

1 Q. Let me rephrase the question. You
2 brought, you brought cases to the firm, correct?

3 A. That is correct.

4 Q. Of any of the cases that you brought, did
5 you settle those cases?

6 A. No.

7 Q. Okay. So, you never had an instance -- so
8 there was never a set of circumstances where you
9 would have been reimbursed for costs as a result of
10 a settlement?

11 A. That's correct.

12 Q. All right. And, and so during the seven
13 months that you were there, you were never
14 reimbursed a nickel of the one to \$200,000 that you
15 had outstanding in costs?

16 A. That is correct.

17 Q. All right. With regard to the costs that
18 were to be incurred for prosecuting the cases,
19 specifically the Epstein cases, what was your
20 understanding -- was that ever discussed with
21 Mr. Rothstein at the ten-minute meeting?

22 A. Repeat that. I'm sorry.

23 Q. Sure. How were, how were costs
24 investigation costs, deposition costs, travel
25 expenses to be reimbursed?

1 A. Well, you've thrown a lot of things in there.
2 Travel expenses come back with your receipts, hand them
3 over to, I would hand them over to my secretary. And
4 she would get them to the appropriate place in the
5 machine known as Rothstein Rosenfeldt Adler. And in my
6 next -- and I would get a check, I believe.

7 Q. All right. How about depositions, I mean
8 during the time that we, we took depositions from
9 the time you were at RRA, transcripts were ordered
10 of depositions. They were expedited of various
11 hearings. You took trips. You took a trip to New
12 York to take the deposition of Mark Epstein,
13 correct; all those things occurred?

14 A. Yes, all of those things occurred.

15 Q. So, when you would get a bill in for the
16 trip for to go up and see Mark Epstein, or to take
17 Mark Epstein's deposition, you had travel costs
18 associated with that and you had plane fare,
19 taxicab, hotel, whatever else you had, correct?

20 A. I had costs associated with that.

21 Q. All right. And when you met with Mr.
22 Rothstein initially, what was your understanding or
23 did you have an understanding as to how costs would
24 be handled; that is, how they would be paid on cases
25 that you brought to the firm?

1 A. It was unspoken but I had some understanding
2 just based on logic.

3 Q. Separate and apart from logic, did anybody
4 tell you that you had; that is, that RRA would pay
5 all of the costs associated with prosecution of the
6 Epstein cases?

7 A. Did anybody tell me? No.

8 Q. Okay. Were you ever required to draw
9 against either your personal funds or your personal
10 LOC after you started with RRA to fund the Epstein
11 cases?

12 A. I don't know how to answer your question,
13 Mr. Critton, because if I were to go out of town and
14 purchase a plane ticket, yeah, I would purchase that
15 personally and then I would be reimbursed. If I ordered
16 a deposition transcript, which is a totally different
17 category, that gets billed to the firm. I never see the
18 bill or anything else. So, you're just throwing a bunch
19 of things together that don't necessarily go together.
20 I am trying my best for you.

21 Q. No, that's fine. Commonly in a personal
22 injury closing, you would see the recover, you would
23 see a list of the costs. The costs would include
24 court reporters, investigation fees, subpoenas,
25 things of that nature, correct?

1 A. I have seen them before, yes, sir.
2 Q. Okay. And as well there would be
3 reimbursable expenses such as when you went to New
4 York and took Mark Epstein's deposition. You, you
5 paid for the expense up front but, in fact, it was
6 then reimbursed by the firm, correct?

7 A. Now we're specifically, specifically talking
8 about Mark Epstein's deposition, yes, that, what you
9 just said is correct.

10 Q. Okay. Not only was the, and if I
11 understand your testimony is the deposition was paid
12 for directly by the firm. With regard to your
13 travel, any hotel, other expenses that you had, you
14 put in a request for reimbursement and the firm
15 would reimburse you?

16 A. Correct.

17 Q. All right. And with regard to those
18 costs, you said you and Mr. Rothstein never had a
19 discussion about that; is that correct?

20 A. Correct.

21 Q. All right. But you did speak with
22 Mr. Adler about how costs would be handled on your
23 cases including Mr. Epstein's case after you started
24 with RRA?

25 A. Correct.

1 Q. Okay. And is he the only one who
2 explained what the procedure was?

3 A. Yes.

4 Q. And what did he tell you? Well, let me
5 ask you this: Did he tell you what, that is, that
6 the firm would pay for all of the reimbursements
7 either costs and/or reimbursements for costs that
8 were incurred in prosecuting the Epstein files and
9 any other files that you had?

10 A. Can you split this question up so that we're
11 not talking about reimbursement and costs and things
12 like that.

13 Q. Sure. With regard to costs such as
14 depositions --

15 A. Okay.

16 Q. -- court reporters, court reporter fees,
17 video depositions, transcripts of hearing, whether
18 they were expedited or whether they were asked on a
19 routine basis?

20 A. Right.

21 Q. Where would the -- who was responsible for
22 paying those bills?

23 A. The bills would, to my to the best of my
24 knowledge would be billed to the law firm of Rothstein
25 Rosenfeldt Adler, and it would be their financial

1 responsibility to pay those bills.

2 Q. And is that what Russell Adler told you?

3 A. Yes.

4 Q. Did you ever discuss that with anyone else
5 in the firm or just Russell Adler?

6 A. Just Russell Adler.

7 Q. So, if the bill came in for one of those
8 types of costs, you would give to your secretary or
9 would she handle it automatically?

10 A. I never would see the bill. Why would it come
11 into my name? It just didn't do -- that never happened.
12 It was billed to Rothstein Rosenfeldt Adler.

13 Q. So, you would never see the bill that came
14 in?

15 A. Correct.

16 Q. -- even if it was a RRA attention Brad
17 Edwards, you wouldn't see that?

18 A. Presuming that happened, attention, Brad
19 Edwards, I still never saw it. No, I never saw a bill
20 to my recollection right now the whole time I was at
21 Rothstein Rosenfeldt Adler.

22 Q. Did Mr. Rothstein ever discuss with you
23 whether there would be a budget associated with how
24 much money you could spend on a particular case?

25 A. No.

1 Q. Okay. Did anyone at the firm ever talk to
2 you about whether or not there would be a budget
3 associated with how much you could spend on an
4 Epstein case or any personal injury case?

5 A. No.

6 Q. In terms of authorization, if you wanted
7 to order a deposition expedited or if you wanted to
8 pay for a specific expense, whether it was an
9 outside investigator or to send an investigator to a
10 location, whose decision was that? Is that you and
11 you alone to incur that cost?

12 A. Which question do you want me to -- you asked
13 a bunch of things there that some of them may have been
14 my decision. Other parts of that would obviously be
15 somebody else's. But you're throwing five or six items
16 in there and you want me to give you an answer.

17 Q. Let me break it them down. With regard to
18 any costs that you wanted to incur, incur relating
19 to a Jeffrey Epstein matter, was there an
20 authorization process; that is, did you have to get
21 someone's okay before you could spend X amount of
22 dollars?

23 A. No.

24 Q. Okay. It was, and who told you that you
25 never had to get an approval for any expense

1 associated with the Jeffrey Epstein case?

2 A. I didn't say that anybody did. So, no,
3 nobody, nobody.

4 Q. You could just spend whatever money you
5 wanted to in prosecuting your cases; is that
6 correct?

7 A. No, I didn't say that either.

8 Q. What was the procedure then?

9 A. That if I was at a deposition and there was a
10 need in my judgment for the transcript to be expedited
11 then I would order it expedited and nobody ever told me
12 that they had a problem with my judgment as to those
13 things. And not as to those things. As to that thing
14 which we were talking about which right now is
15 expediting deposition transcripts.

16 Q. With regard to -- so any, how about an
17 expense associated with hiring, with either
18 directing -- well, let me strike that. With regard
19 to Epstein, did, were you ever required or did you
20 ever hire outside investigators to do work
21 associated with the Epstein case?

22 By outside I mean someone who was not an
23 employee of RRA and now I mean dealing with the time
24 that you were at RRA

25 A. Right. And your question is did I ever hire

1 an outside investigator to perform work on Jeffrey
2 Epstein's case?

3 Q. Correct?

4 A. The answer is no.

5 Q. Were, were all the investigations that
6 were done during the time that you were employed by
7 RRA, were they done by in-house investigators?

8 A. I don't know.

9 Q. Well, if you wanted investigation done on
10 Mr. Epstein, how would you go about authorizing that
11 or directing that that be done?

12 A. I would ask one of the investigators to do it.

13 Q. So, you would direct the specific
14 investigator?

15 A. Yeah. There were plenty of times where I
16 directed the specific investigator. I want you to talk
17 to this witness or so-and-so, yes, just like you would
18 in any case.

19 Q. In this particular instance associated
20 with Mr. Epstein, what investigators worked on
21 Mr. Epstein's case during the time you were at RRA?

22 A. If you want an exclusive list, I don't know.

23 Q. I want to know?

24 A. I can tell you Michael Fisten did because I
25 communicated with him directly.

1 Q. Did you meet, did you know Mr. Fisten
2 before you started working at RRA?

3 A. Same answer, no.

4 Q. No. All right. And Mr. Fisten, did you
5 direct Mr. Fisten to do investigations in Martha's
6 Vineyard?

7 A. No.

8 Q. Did you direct Mr. Fisten to do
9 investigations in California?

10 A. I directed Mr. Fisten to interview people and
11 ultimately it was learned that they lived in California.

12 Q. And did Mr. Fisten go to California to
13 interview those individuals?

14 A. To the best of my knowledge he did.

15 Q. Okay. And who did he go and interview?

16 MR. SCAROLA: That is work-product and I
17 instruct you not to answer.

18 BY MR. CRITTON:

19 Q. Did Mr. Fisten interview a person by the
20 name of Michael Sanka (phonetic)?

21 MR. SCAROLA: That is work-product and I
22 instruct you not to answer.

23 MR. CRITTON: Did Mr. Fisten interview a
24 individual by the name of Michael Friedman
25 (phonetic)?

1 MR. SCAROLA: That is work-product and I
2 instruct you not to answer --

3 MR. CRITTON: Mr. Fisten --

4 MR. SCAROLA: -- except to the extent as
5 may have already been disclosed to the defense
6 in any of the three cases that are currently
7 pending. Any and all questions about
8 investigative work will meet with the same
9 objection and same instruction.

10 BY MR. CRITTON:

11 Q. Did you direct Mr. Fisten that he could
12 represent that he was an agent of the FBI in
13 interviewing individuals in California?

14 A. Of course not.

15 Q. Did you -- and if in fact Mr. Fisten
16 represented he was an agent of the FBI, you would
17 find that reprehensible, true?

18 A. This is some hypothetical question that I do
19 not believe exists.

20 Q. I'm asking you to assume that Mr. Fisten
21 represented that he was an agent of the FBI. You
22 would find that type of conduct by the investigator
23 to be inappropriate, correct?

24 A. I'm not going to render an opinion on a
25 hypothetical that doesn't exist.

1 Q. So, you're refusing to answer that
2 question?

3 A. You're asking me about my definition of
4 reprehensible as it pertains to a specific hypothetical
5 that you've just created.

6 Q. Let me ask you --

7 A. Now, you want me to try to analyze that
8 particular hypothetical and tell you whether it meets
9 the definition of reprehensible?

10 Q. I will let you -- if Mr. Fisten, if I ask
11 you to assume that Mr. Fisten represented to a
12 witness out in California that he was an agent or
13 working for the FBI, would you find that conduct
14 appropriate by Mr. Fisten?

15 MR. SCAROLA: And I will tell you that you
16 are not obliged to answer hypothetical
17 questions.

18 THE WITNESS: And therefore I am not going
19 to answer that question.

20 BY MR. CRITTON:

21 Q. If Mr. Fisten represented that he was
22 associated with the Miami-Dade Police Department,
23 Miami-Dade County Police Department, would you find
24 that conduct inappropriate?

25 MR. SCAROLA: Same instruction and I would

1 also observe with regard to each of the
2 hypothetical questions that you are asked that
3 they are incomplete. And without knowing all
4 of the surrounding circumstances, it would be
5 impossible for any witness to pass judgment
6 upon what may have occurred.

7 BY MR. CRITTON:

8 Q. So, Mr. -- would it be a correct statement
9 at least as you understood it, Mr. Edwards, that
10 Mr. Fisten was not an agent, was not an FBI agent
11 during the time that he worked for RRA?

12 A. You're asking me was he an FBI agent or did he
13 work for RRA. He worked for RRA.

14 Q. Correct. He was not an FBI agent, true,
15 to the best of your knowledge during the time he
16 worked for RRA.

17 A. Okay.

18 Q. I am not talking about any other time
19 period right now.

20 A. Okay. Then the answer is he was not an FBI
21 agent at the time he was working for RRA.

22 Q. During the time he worked for RRA he as
23 well was not associated with Miami-Dade Police
24 Department, correct?

25 A. Oh, I don't know that.

1 Q. Could he -- is it your --

2 A. How would I know associate, he may have been?

3 Q. Let me ask you this, was he employed by
4 the Miami-Dade Police Department in addition to RRA
5 during the time he worked there?

6 A. To the best of my knowledge, no.

7 Q. Did -- with regard to Mr. Epstein's cases
8 was there any type of cost account set up for, for
9 them?

10 A. I don't know.

11 Q. Could you access any of the financial
12 files within the RRA firm?

13 A. No.

14 Q. Could you access any files that were
15 associated with your specific, excuse me, clients or
16 your specific case such as if you wanted to know how
17 much in costs had been incurred by Mr. Epstein -- on
18 Jane Doe's case while at the RRA firm, could you
19 request that, could you access that information?

20 A. I don't know.

21 Q. Did you ever try to access that
22 information?

23 A. No.

24 Q. At any time did you request that anybody
25 provide you copies of what the costs were associated

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 firm had you, you had spent some of your own money
2 and/or LLC money on the files; is that correct?

3 A. That's correct.

4 Q. Approximately how much is that amount?

5 A. I'm, I'm not sure. I think as you're aware
6 most of the depositions and costly work that was done on
7 the files happened to have been done during that time
8 period for all of the respective cases or claims against
9 Mr. Epstein during that time period of last summer of
10 2009.

11 Q. All right. But in terms of your costs
12 prior to coming to RRA, what's your best estimate of
13 the costs that you have paid either out of pocket or
14 are responsible to a bank to repay?

15 A. I don't know.

16 Q. More than 25,000, less than 25,000?

17 A. I'm not sure.

18 Q. More than 100,000?

19 A. No.

20 Q. More than 50,000?

21 A. I don't know.

22 Q. That's a record obviously you could pull
23 up, correct?

24 A. Correct.

25 Q. All right. Now, with regard to, prior to

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 your coming to RRA, had there been any investigation
2 work that you had done on the Epstein files -- and
3 let me strike that. Had you hired or retained an
4 investigator to do any work for you on the Epstein
5 files prior to coming to RRA?

6 A. I don't think so.

7 Q. All right.

8 A. It would have been around that time. I don't
9 remember whether the initial investigator was hired by
10 me from my previous, from my solo firm or was hired by
11 Rothstein Rosenfeldt Adler. I can't say.

12 Q. Who was the first investigator that you
13 believe was involved in investigating the Epstein
14 cases? Just a name not topic?

15 MR. SCAROLA: Work-product, instruct you
16 not to answer.

17 BY MR. CRITTON:

18 Q. Was the first person that was retained as
19 an investigator someone who ultimately became
20 employed by RRA?

21 MR. SCAROLA: You can answer that.

22 THE WITNESS: No.

23 BY MR. CRITTON:

24 Q. The, the person who you hired to -- and by
25 investigation I mean something other than looking up

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1 an address to serve a subpoena or, or doing some
2 minimal background.

3 A. I am glad you clarified because I am using
4 that same definition.

5 Q. All right. So, it's, it's your best
6 recollection that you did or did not hire an
7 investigator to do real investigative work with,
8 associated with Mr. Epstein prior to joining RRA?

9 A. I believe I did, but it was after a time when
10 I had, I was contemplating or at least to myself had
11 committed to going to RRA. So, it was within that time
12 period I believe that I hired that person prior to RRA.

13 Q. When you then went to -- now you had
14 committed to go to RRA or at least mentally
15 committed to go to RRA. As soon as you started with
16 RRA, did you terminate the services of that
17 investigator?

18 A. No.

19 Q. Did that investigator continue to do work?

20 A. Yes.

21 Q. Okay. Has, does he or she or it continue
22 to do work today for you?

23 A. No. On Mr. Epstein's case you're asking,
24 right?

25 Q. Yes, sir.

1 A. No.

2 Q. Okay. For how long a time period did that
3 person continue to do the work before it got
4 transferred to Mr. Fisten or other investigators?

5 A. Question doesn't make sense.

6 Q. Okay. How long did the investigator that
7 you may have hired prior to joining RRA work on the
8 Epstein files before you ceased that work after you
9 started working for Epstein in April of '09? I'm
10 sorry, for RRA in '09.

11 A. The person was hired in either March or April
12 of 2009, which is why I can't say with absolute
13 certainty whether I was at RRA or not. And that person
14 continued to do investigative work in some capacity
15 probably throughout the entire time that I was at RRA.

16 Q. Were all of the bills for that
17 investigator paid by RRA?

18 A. Yes.

19 Q. With regard to the payments for the
20 investigators -- well, let me strike that. Who
21 other than Mr. Fisten from an investigator, from an
22 internal investigator at RRA employee worked on
23 doing investigation on the Epstein files?

24 MR. SCAROLA: Same objection, same
25 instruction.

1 MR. CRITTON: You are claiming
2 work-product?

3 MR. SCAROLA: Yes.

4 BY MR. CRITTON:

5 Q. The investigators, did you understand them
6 to be salaried employees of RRA?

7 A. I really have no idea.

8 Q. Did you ever ask them?

9 A. No.

10 Q. Do you know whether the, do you have any
11 knowledge as to whether the investigators kept time
12 records?

13 A. I do not have that knowledge.

14 Q. In terms of when an investigator would
15 come back -- well, do you know how the investigators
16 were paid?

17 A. With money.

18 Q. From RRA?

19 A. I would presume. Totally speculation.

20 Q. Would the RRA -- were the investigators
21 for RRA bonused?

22 A. I have no idea.

23 Q. Did you ever discuss with Mr. Fisten what
24 his financial compensation was associated with RRA?

25 A. No.

1 Q. Did, did you ever promise either
2 Mr. Fisten or any other investigator that when the
3 case settled, they would get a bonus from an Epstein
4 case?

5 A. No.

6 Q. Okay. Did Mr. Fisten ever inquire of you
7 as to whether he would get a bonus if, in fact, the
8 cases on which he worked including the Epstein cases
9 settled for a favorable verdict or result came in?

10 A. No.

11 Q. Did you have any understanding from either
12 your conversations from Mr. Rothstein whether
13 investigators were bonused based upon the work that
14 they did?

15 A. Excuse me?

16 Q. Did you ever have an understanding from
17 Mr. Rothstein that, that investigators would be
18 bonused from cases on which they worked based upon
19 their work product or their contribution?

20 A. No. I had no understanding.

21 Q. Did you, from -- I assume you've read a
22 number of the news reports associated with
23 Mr. Rothstein and the implosion of the firm?

24 A. Okay.

25 Q. I assume you have seen a number of them?

1 A. What do you mean by a number?
 2 Q. More than one.
 3 A. Yes, I have seen more than one.
 4 Q. Have you seen articles were it's alleged
 5 that investigators that were employed by Rothstein,
 6 by RRA would go through the garbage of prospective
 7 Defendants to search for incriminating or favorable,
 8 incriminating evidence against the Defendant or
 9 favorable evidence for a Plaintiff who might be
 10 working or who might be a client of the firm?
 11 A. I have not seen an article saying that. I
 12 think I have heard your client say that before.
 13 Q. Separate and apart --
 14 A. Right.
 15 Q. You don't have to rely on anything my
 16 client has said before, the testimony --
 17 MR. SCAROLA: I am sure we won't.
 18 MR. CRITTON: I am confident of that.
 19 BY MR. CRITTON:
 20 Q. In terms of, were you aware from the
 21 articles, did you see in the article -- let me
 22 strike that. Did you ever direct your investigators
 23 to go through Mr. Epstein's trash?
 24 MR. SCAROLA: I am going to object,
 25 work-product, attorney-client privilege.

1 representing Mr. Epstein including myself?
 2 MR. SCAROLA: Same objection, same
 3 instruction.
 4 BY MR. CRITTON:
 5 Q. Did you ever?
 6 MR. SCAROLA: Mr. Edwards will not answer
 7 any questions regarding what he did or didn't
 8 do.
 9 MR. CRITTON: I understand. I just want
 10 to make it certain it's for the court on some
 11 of these issues.
 12 MR. SCAROLA: Well, for the court I am
 13 telling you he is not going to answer any of
 14 those questions. And continuing to ask them in
 15 light of the fact that we have told you and
 16 made it clear the scope of our assertion of
 17 privilege serves no useful purpose.
 18 BY MR. CRITTON:
 19 Q. Mr. Edwards, at any time, did you -- well,
 20 let me strike that. Did you ever direct the
 21 investigators to, during the time you were at RRA,
 22 to conduct a surveillance on Mr. Epstein's property?
 23 MR. SCAROLA: Same objection, same
 24 instruction.
 25

1 BY MR. CRITTON:
 2 Q. Have you directed, did you ever direct --
 3 this is the investigators during the time you were
 4 at RRA and that's the question you're claiming the
 5 privilege over, correct?
 6 MR. SCAROLA: I am claiming the privilege
 7 with respect to any action that was taken by
 8 Mr. Edwards or at Mr. Edward's direction in --
 9 MR. CRITTON: Tell you what, I will
 10 withdraw the last question.
 11 MR. SCAROLA: -- in connection with the
 12 investigation in prosecution of the claims
 13 against Mr. Epstein.
 14 BY MR. CRITTON:
 15 Q. Let me make my question clear,
 16 Mr. Edwards. With regard to your investigators, you
 17 gave direction with regarding the Epstein cases,
 18 during the time you were with RRA did you ever tell
 19 them or direct them to go through Mr. Epstein's
 20 trash?
 21 MR. SCAROLA: Same objection, same
 22 instruction.
 23 BY MR. CRITTON:
 24 Q. Did you ever direct the investigators to
 25 go through the trash of the lawyers who were

1 BY MR. CRITTON:
 2 Q. Since the time you have left RRA in your
 3 current firm, have you conducted surveillance on Mr.
 4 Epstein's property?
 5 MR. SCAROLA: Same objection, same
 6 instruction.
 7 BY MR. CRITTON:
 8 Q. Have you instructed anyone, either of the
 9 in-house investigators to conduct surveillance of
 10 Mr. Epstein's property?
 11 MR. SCAROLA: Same objection, same
 12 instruction.
 13 BY MR. CRITTON:
 14 Q. Have you authorized investigators employed
 15 by RRA, either employees of the firm or an outside
 16 investigation firm, to walk around the perimeter of
 17 Mr. Epstein's home on or about March 17th of 2010?
 18 MR. SCAROLA: Same objection, same
 19 instruction.
 20 THE WITNESS: What's the date?
 21 MR. CRITTON: March 17th 2010.
 22 MR. SCAROLA: St. Patrick's Day. Did you
 23 employ any leprechauns?
 24 THE WITNESS: Actually --
 25