Exhibit X

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: CACE 15-000072

BRADLEY J. EDWARDS, and
PAUL G. CASSELL,

Plaintiffs,

vs.

ALAN DERSHOWITZ,

Defendant.

_____/

TRANSCRIPT OF NON-PARTY VIRGINIA ROBERTS'
EMERGENCY MOTION TO SEAL

DATE TAKEN: December 18, 2015
TIME: 9:26 a.m - 9:45 a.m.
PLACE: Broward County Courthouse
201 Southeast 6th Street
Fort Lauderdale, Florida 33301
BEFORE: Thomas M. Lynch, IV, Circuit Court Judge

This cause came on to be heard at the time and place aforesaid, when and where the following proceedings were reported by:

Michele Cameron
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APPEARANCES:

On behalf of Non-Party, Virgina Roberts:

SIGRID MCCAWLEY, ESQUIRE
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On behalf of the Defendant:

STEVEN R. SAFRA, ESQUIRE
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N O E X H I B I T S M A R K E D

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(The following proceedings were had:)

THE COURT: Good morning, everyone.

MS. MCCAWLEY: Good morning, Your Honor.

MR. SAFRA: Good morning.

THE COURT: Sorry for the delay.

Do we have anything other than what I reviewed, the Emergency Motion to Seal?

MS. MCCAWLEY: There's the Emergency Motion to Seal that we filed.

We also filed, on Wednesday, a Motion to Strike that affidavit, which is not set for today.

THE COURT: Okay.

MS. MCCAWLEY: And counsel would like an opportunity to respond to that; so I will just briefly address that, but not in substance.

THE COURT: I just wanted to make sure.

MS. MCCAWLEY: Sure.

MR. SAFRA: And our opposition to the emergency motion.

THE COURT: Yes.

MR. SAFRA: Okay.

THE COURT: I also read about everything in the Sunday Times.

MS. MCCAWLEY: Your Honor, may I proceed?

THE COURT: Sure.

MS. MCCAWLEY: Great, thank you.

We're here before you today on non-party, Virginia Roberts', Emergency Motion to Seal the affidavit of Alan Dershowtiz. The issue before the Court is discrete. It's a single issue, and that is whether or not Mr. Dershowitz violated the settlement privilege by filing his affidavit in the public file with this Court.

To give you some background, how this transpired, Mr. Dershowitz was set for deposition in this case. As you know, he is a party in this case. I attended that deposition on behalf of non-party, Virginia Roberts. During the course of that deposition, there were a number of issues that transpired. Mr. Dershowitz was difficult to control. He would make speaking answers that were not pertinent to the question that had been asked. In the course of that, he started to try to disclose what I allege are confidential settlement

discussions that occurred amongst my client, her lawyers, and Mr. Dershowitz, along with some other individuals. I objected to those. I tried to talk over -- he continued to talk over me. I tried to stop that from happening. Eventually, his counsel assisted in that and got him to hold off, over my objections, so that we could have the Court hear that issue.

It would have been appropriate for them to present their Motion in Limine asking the Court to rule on those objections. That piece of their motion is something that the Court would commonly see.

What is different about their Motion in Limine is Mr. Dershowitz intentionally attached, and his lawyers allowed him to attach to that Motion in Limine, an affidavit -- I think it's five or six pages long -- where he puts in the public court file everything that he proclaims occurred during those confidential settlement discussions.

So my objection was on file. Rather than allowing the Court to rule on that

objection, he proceeded to put in the public court file his litany, we which contend is a misrepresentation of what occurred during those confidential settlement discussions.

Then he proceeded to leak that affidavit to the New York Times, because he knew they were doing a story, and he wanted that information to go to the Times. This transpired very quickly; that is why I filed an emergency motion. I don't take that lightly.

THE COURT: Can I ask a question?

MS. MCCAWLEY: Sure.

THE COURT: Is there a dispute as to that quote, unquote, leak?

MR. SAFRA: Yes.

THE COURT: Okay.

MS. MCCAWLEY: Oh, is there a dispute?

Okay. I wasn't aware that there was a dispute. I thought that was --

THE COURT: I wasn't, either; so that's why --

MS. MCCAWLEY: No, that's good to know.

With respect to what transpired, he knew the objections were sitting.

Now, the basis of the Motion in Limine, his argument, through his lawyers, is that these were not settlement discussions. In other words, there's no protection here; he's entitled to say whatever he wants about those conversations because they were not settlement discussions.

We have been very careful -- my partner, David Boies, who is the Chairman of my firm -- was very careful not to reveal any of those conversations because we contend they are settlement discussions. But if the Court would allow me, I'd like to submit in camera, for your review, nothing that reveals the settlement discussions, but an e-mail from Mr. Dershowitz's team that characterizes this exact issue as being, quote, This is being sent to you as part of a process of negotiation, hopefully leading to a resolution of the matter involving in Dershowitz and Ms. Roberts.

Then the documents attached to that, which I will not submit to the Court because we contend that's part of the confidential settlement process, were labeled

"Confidential negotiation purposes only".

It is shameless that they came before this Court and told the Court that these were not confidential settlement negotiations when, in their own words, in this negotiation process, they labeled them as such.

Your Honor, that's sanctionable conduct. We clearly contend that this was a confidential process. The whole purpose of Statute 90.408 that deals with settlement discussions amongst parties is to allow parties to freely discuss those issues to resolve a matter without worrying about a repercussion that something said during those confidential negotiations could be used against their client. That is the whole purpose. That's why we have this protection.

There's also the mediation privilege protection, which is set forth in 44.403. And while there was not a mediator, per se, attending these, that statute, the Florida legislature also protected conversations leading up to that mediation. And as you know, in this case, the parties have engaged in a mediation with Judge Streitfeld. All of

these conversations were efforts by the parties to try to find resolution of the matters between the issues at stake in this case; so for them to file a motion saying that these were not confidential settlement discussions, I think, is sanctionable conduct. I contend that it is.

The Court has the power -- there's a number of cases, Parzino, which is cited in our Motion to Strike -- and I know counsel will have an opportunity to respond to this one -- the Court considers that, but that case is directly on point because it dealt with this exact issue, where a party wanted to reveal settlement discussions to the press and to the public, file them publically, revealed them to the press, and the Court struck the pleadings in that case because -- and the District Court approved that because it was an appropriate sanction for revealing something that was confidential information, particularly when it was done intentionally.

You don't have to go any further than the face of the Motion in Limine that says, "I have objected that those are confidential

settlement discussions." They disagree with that objection. Instead of allowing the Court to rule on that objection, they then submit an affidavit that spews falsehoods of what transpired in those meetings, but then says that they are true; so we contend that the affidavit should be sealed and stricken from the record, but at a minimum, sealed for the moment until the Court can make that ruling. Because if it's not sealed, the media can continue to use that and they can continue to work that angle without any protection on our end.

If the Court is not inclined to do that, if the Court deicides no, that I don't believe these were settlement conversations of some kind and Mr. Dershowitz is allowed to go to the media and any other public source and say these things, then we want a clear statement on the record that we are entitled to do so, as well. What's good for the goose is good for the gander: all of these documents that we were given, all the information that he gave us in the course of that process, which we have protected as

confidential settlement discussions --

THE COURT: Well, I'm sure there would be no problem with that, correct?

MR. SAFRA: With regard to the disclosure of the documentation that was given to them at meetings at issue?

THE COURT: Right.

MR. SAFRA: No problem.

MS. MCCAWLEY: And everything said during those meetings. Everything said during those meetings.

THE COURT: You have no problem with that, right?

MR. SAFRA: Yes.

THE COURT: Okay.

MR. SAFRA: Yes, like in agreement as to the documents.

MS. MCCAWLEY: So Your Honor, at bottom, we contend that these were confidential settlement negotiations. We believe that Mr. Dershowitz intentionally did this knowingly and that he should be sanctioned for this conduct. Because if not, he will continue to do this. This is his way of litigating. It's the wrong way. It's in bad

faith, and we contend that those discussions should be protected.

THE COURT: Thank you.

MS. MCCAWLEY: Thank you, Your Honor.

MR. SAFRA: Good morning, Your Honor.

THE COURT: Good morning.

MR. SAFRA: I'm going to put my argument aside for a second and address probably the three main points that, based upon even your comments, I think it would probably behoove everybody to understand first.

What's at issue here is just whether there's a basis, an emergency basis, for sealing. Not the Motion to Strike, not their pending request for sanctions, and not our Motion in Limine.

THE COURT: Correct.

MR. SAFRA: Okay. I think the primary argument or the majority of what she has conveyed, Ms. McCawley, deals with what is not at issue; and we got one of those major filings on Wednesday afternoon and are entitled to an opportunity to respond, and that's not in dispute.

As to the practices of my client that

are alleged and this alleged leaking, I actually think it's the total opposite. Other than one op-ed piece by the Wall Street Journal, okay, my client -- which was a legal analysis piece -- has never been the initiator to any of the press, okay.

What is going on here is that the Plaintiffs, and now also Ms. Roberts, are making their filings in the public record, okay, and then tipping off the press to them either through the filing or themselves and saying, "No comment," or, "I'm not commenting," but here's my comment where I call them a liar or, you know, try to hide under the litigation privilege. And then they're trying to prevent my client from responding either publically when the Times, for example, contacts them after they've received the filing, or even through public record, if he does make a response --

THE COURT: How did the Times receive the filing?

MR. SAFRA: Either from Plaintiffs or getting notice that it was filed, but not from us.

There was a phone call to my client that then said we've interviewed --

THE COURT: Well, certainly Mr. Boies' client wouldn't have any motivation.

MR. SAFRA: They spoke to Mr. Boies before they spoke to my client and told them that they had already spoken to them.

THE COURT: I'm talking about to disclose the filing in question.

MR. SAFRA: The filing in question, no, but the affidavits of Ms. Roberts that after Your Honor --

THE COURT: No, I'm not talking about that.

MR. SAFRA: But that's what --

THE COURT: I'm talking about what we are talking about today.

MR. SAFRA: They called and they had disclosed how they got -- the Times article got the affidavit, they were then checking the court record.

But I'm saying that my client was called about the Times and asked for statements in response, but he didn't do any leaking of any sort. He didn't do any initiating; so I'm

just advising the Court that our position is all he did was respond to some questions when he was contacted, saying that they had already interviewed Boies, they're doing an article on this story and so on. And I believe they were asked, "Well, how did you get notice?" And I can't confirm whether -- but their practice has been -- and that's why we tried to prevent the affidavit from being put back in the record, and as the Court remembers you ruled, that it should not be sealed; the presumption of openness trumps any desire to seal.

THE COURT: I understand that.

MR. SAFRA: Okay. So --

THE COURT: But if the argument for that was different than the argument as it relates to this.

MR. SAFRA: Okay. And as to this, I'll address that. The first thing is, is that first of all, it's not at issue today whether these are settlement conversations, but I tell this Court, they are not.

The e-mail that Ms. McCawley is referencing is from after mediation. Every

single meeting and subject matter of Mr. Dershowitz's affidavit deals with meetings with Mr. Boise before mediation or any settlement conversation ever occurred.

There was a meeting between a non-party's counsel and my client to try to get to the facts, because Mr. Dershowitz believes that if he could have an opportunity to disprove the facts, then maybe, if Mr. Boies agreed and then Ms. Roberts then agreed or they talked to him, then maybe, from a factual standpoint, there could be some resolution and who knows what effect.

But Mr. Boise made it very, very clear: he does not represent the Plaintiffs, he has no authority for anything, he is not there for any capacity on their behalf --

THE COURT: I understand. But I had a question --

MR. SAFRA: -- and that was after -- and I can't get into the specifics of the mediation and the conversations to the extent in which Ms. McCawley and Mr. Boies were involved, which were over the last month or two, and is nothing of the subject matter of

Mr. Dershowitz's public affidavit. Those communications had to do with when there was resolution trying to be reached with the Plaintiffs, and one part of it involved Ms. Roberts. But that's not in the affidavit. That has no reference, and that's an afterwards.

THE COURT: Well, I've got a question.

MR. SAFRA: They ignore the timeline.

THE COURT: During the deposition of your client, your client certainly was aware that it was their position that these discussions were confidential, right?

MR. SAFRA: They raised an objection, and actually, I disagree with the characterization of Mr. Dershowitz's testimony, because at one point, he even --

THE COURT: That's not my question.

MR. SAFRA: I was going to answer that.

THE COURT: Okay.

MR. SAFRA: Okay. So he was aware of the objection. He even stated on the record, "I can't answer that because it implicates that conversation."

But we waited over a month for them to

bring it, and they're trying to complete these depositions. And so we filed our Motion in Limine not addressing the settlement part, but just addressing the non-settlement-related communications that occurred before settlement was even an issue.

THE COURT: That sounds like a, "Yes" --

MR. SAFRA: Yes.

THE COURT: -- to my question.

MR. SAFRA: We were aware of their objection, and we did not implicate that aspect in our affidavit.

THE COURT: So your client was aware of those discussions, that it was their position, were confidential?

MR. SAFRA: They ever never specified which -- the mediation-related ones, yes.

THE COURT: Notwithstanding that fact, there was that filing. Why would that happen?

MR. SAFRA: That filing has nothing to do with the settlement-related conversations. Those have not been made public --

THE COURT: Well, I know that's your position.

MR. SAFRA: -- and Mr. Boise was even contacted and said, "We are going to be" --

THE COURT: It just doesn't seem like it's the right thing to do, if your client is aware that it's their position that those discussions are confidential, and then, after that, the filing occurs.

MR. SAFRA: The right thing to do was wait a time period for them to raise the objections, which we did; contact Mr. Boies, which my client did, and say we are going to be making a filing, okay. Gave them extra time. No response. Nothing. And then we have no choice but try to proceed. So that way, when the next deposition comes, we can actually resolve the issues. We purposely did not address the at-issue settlement time period after the mediation when that issue -- when that was involved. These meetings all occurred months before then and related to an opportunity for Mr. Dershowitz to meet with Mr. Boise to show him, these are my calendars, information, and disprove the facts. He is a non-party. There's no resolution, and it did not involve the

Plaintiffs. It was not a settlement. There was no mediator.

If it was supposed to be confidential, wouldn't we have seen, for that time period, an e-mail from Mr. Boise, or someone, saying it's confidential? Something in writing saying it's a confidential settlement? There is nothing for that time period, and that's the time period that's at issue in his affidavits.

THE COURT: Ma'am, from your standpoint, does it matter that it was published in the Times?

I mean, that's where I first learned about it, because I don't monitor filings on the computer, obviously.

MS. MCCAWLEY: Right. Your Honor, it matters, two things.

First, yes, it does matter. It matters that it was filed in the public record, over my objection. That, in and of itself, is sanctionable. But it also matters that it was leaked to the press.

THE COURT: No, no. I'm not talking about sanctions.

MS. MCCAWLEY: Right. Okay. Yes, but it does matter to us, because those are confidential settlement negotiations. You know, with all due respect, I --

THE COURT: And it's probably all over the internet, and certainly were mentioned in the New York Times.

MS. MCCAWLEY: I understand. And the reason why it matters to strike those is because once they're stricken --

THE COURT: No, I'm not talking about the striking.

MS. MCCAWLEY: No, I understand. But the --

THE COURT: I'm talking about the sealing.

MS. MCCAWLEY: The sealing, yes. Right.

THE COURT: That's the only thing we're here for.

MS. MCCAWLEY: I understand what you're saying. Is the cat already out of the bag? How does it help to seal it?

THE COURT: I was going to use that, but cats in bags are troubling to me.

MS. MCCAWLEY: I understand. It's so

odd, right?

MR. SAFRA: I still need an explanation on that one.

THE COURT: It's, like, skinning cats, cats in bags.

MS. MCCAWLEY: Right. I know. My apologies. But --

THE COURT: Beating dead horses.

MS. MCCAWLEY: Right.

THE COURT: All of that stuff.

MS. MCCAWLEY: But the point is -- and that phrase has been used in case law. And the point is, that if it is sealed, the media is less likely to repeat those things. So if there's an action by the Court that says it was not appropriate for those things to be leaked, they're confidential settlement negotiations, that empowers us to have actionability against the media.

But I want to be very clear here, because I attended those settlement conversations; I was involved in that. This e-mail that I have is dated July 9th, 2015, where Dershowitz, out of his own words, labels these as confidential settlement

negotiations between the parties. It is without question that these were settlement conversations.

I appreciate what he is trying to refer to, this later mediation with Judge Streitfeld. There is a mediation that has gone on in the last couple of weeks with Judge Streitfeld. These were confidential settlement negotiations that started in May and went up to the present; so to say that --

THE COURT: I agree with you. I think they're confidential settlement discussions. I'm going to grant the Motion to Seal.

MS. MCCAWLEY: Thank you, Your Honor.

MR. SAFRA: Well, Your Honor --

THE COURT: Over the strong objection of the Defendant.

MR. SAFRA: Can I, for the record --

MS. MCCAWLEY: Thank you.

MR. SAFRA: -- at least also reserve that for the relief that needs to be shown irreparable harm, death, or manifest injury, and it's our position that that hasn't been shown in the requested relief.

THE COURT: You don't think confidential

settlement agreements should be sealed? I know you don't think they are confidential settlement agreements --

MR. SAFRA: Well --

THE COURT: -- but if they are, which I've made that finding, you don't think they should be sealed?

MR. SAFRA: Well, you're making the finding that they were confidential settlement --

THE COURT: I am.

MR. SAFRA: -- but that wasn't at issue here, and they haven't even filed the opposition, and we have our Motion in Limine; so you're ruling upon that when --

THE COURT: No. I'm just sealing these because I think they should be sealed.

MR. SAFRA: Okay.

THE COURT: Although, you know --

MR. SAFRA: Take your words for the future.

THE COURT: -- everyone is aware of --

MR. SAFRA: Understood.

THE COURT: Well, everyone. Whoever read the New York Times is aware of the

situation; so I will grant the motion.

MR. SAFRA: For clarity, the Motion in Limine, when that gets scheduled, is your finding that it's a settlement communication --

THE COURT: I'll listen to any argument anyone has on any issue. We're not doing that today.

MR. SAFRA: Just the seal.

THE COURT: I'm available for hearings anytime after the 3rd of January.

MR. SAFRA: And can I state, so you don't get a disagreement where we end up back before the Court -- just because I'm aware and I want to raise --

MS. MCCAWLEY: Right.

MR. SAFRA: -- it and so that you have an opportunity, it is our position or my client's position that these meetings occurred in New York and that the sealing would apply to the public filings and in Florida.

MS. MCCAWLEY: Your Honor, if the intent here is to continue to spew the confidential settlement negotiations and have

Mr. Dershowitz go to New York or other locations to say these things again, I would object to that. I think this Court needs to be very stern in its response that these are not appropriate to be disclosed.

THE COURT: Well, I think he is aware of that.

MR. SAFRA: I'm aware, and I will convey to my client. I think the Court's jurisdiction is what is it, but I just wanted to raise the issue and we will act in good faith and, you know, do just like we did last time, contact Mr. Boies to give opportunities before anything happens.

MS. MCCAWLEY: Your Honor, I disagree with that. I have no indication that Mr. Boies was contacted about this in advance.

THE COURT: Thanks. Nice to see you.

MS. MCCAWLEY: Thank you, Your Honor.

MR. SAFRA: Thank you, Your Honor. Have a good weekend.

THE COURT: You, too.

MS. MCCAWLEY: I have a Proposed Order with me. Do you want me to --

THE COURT: Yes, it's probably best to do that.

MS. MCCAWLEY: Thank you.

THE COURT: My suggestion would be to follow up with the clerk, as well.

MS. MCCAWLEY: Yes. Of course, yes.

(Whereupon, the proceedings concluded at 9:45 o'clock a.m.)

CERTIFICATE

STATE OF FLORIDA)
COUNTY OF BROWARD)

I, MICHELE CAMERON, Notary Public in and for the State of Florida at Large, do hereby certify that the case of BRADLEY J. EDWARDS, and PAUL G. CASSELL are the Plaintiffs, and ALAN DERSHOWTIZ is the Defendant, was heard before the Honorabe Thomas M. Lynch, IV, as Judge, and that the foregoing pages, numbered 1 to 28, inclusive, constitute a true and correct transcription of the proceedings taken on December 18, 2015.

WITNESS my hand and official seal in the City of Fort Lauderdale, County of Broward, State of Florida, this 18th day of December, 2015.

MICHELE CAMERON
Notary Public, State of Florida at Large
My Commission Expires: 12-27-15
My Commission No.: EE152087