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Manhattan.

The photograph that appeared last weekend shows the prince strolling through Central Park with 58-year-old Epstein. Andrew was said to have spent four days at his New York mansion in December, when he was joined by other distinguished guests, including Woody Allen, at a dinner.

It is by no means the first New York soiree Andrew has attended as Epstein's guest.

A lengthy profile of the financier in *Vanity Fair* magazine some years ago reported that Andrew was a guest at a cocktail party thrown by Epstein and Maxwell packed with young Russian models. 'Some guests were horrified,' said the article's author, Vicky Ward.

It should not be forgotten that Epstein is a registered sex offender after recently completing his sentence for offences relating to child prostitution.

However, he avoided trial on more serious charges that carried a potential life sentence. And no one reading *The Mail on Sunday*'s interview with the woman who was prepared to testify against him can be in any doubt of the seriousness of the charges.

Epstein, a Wall Street money manager who once counted Bill Clinton and Donald Trump among his friends, became the subject of an undercover investigation in 2005 after the stepmother of a 14-year-old girl claimed she was paid \$200 (£125) to give him an 'erotic massage'.

The subsequent FBI probe uncovered at least 20 girls levelling sexual allegations against him. Eventually, Epstein struck a 'plea bargain' with prosecutors – a practice not permitted under British law – under which he was allowed to plead guilty to two relatively minor charges.

Police claim that his donations to politicians and his 'dream team' of influential lawyers deterred prosecutors from bringing more serious charges of sex-trafficking. The deal certainly kept the names of a lot of Epstein's famous friends out of an embarrassing court case.

However, an unusual part of the agreement was that Epstein's alleged victims were allowed to bring civil proceedings against him.

He has so far made 17 out-of-court settlements, and some cases are ongoing. One of these girls was to have been a key witness for the prosecution had the case gone to trial. She was just 15 years old when she was drawn into Epstein's exploitative world in 1998.

In her civil writ against him, under the pseudonym Jane Doe 102 she alleged that her duties included being 'sexually exploited by Epstein's adult male peers including royalty'.

Now, horrified by the evidence of Epstein and Andrew enjoying each other's company in New York, Jane Doe 102 has agreed to waive her anonymity and tell for the first time her deeply disturbing story.

Her real name is Virginia Roberts and she now lives in Australia, where she is a happily married mother of three.

Over the course of a week during which she spoke at length to *The Mail on Sunday*, she appeared sometimes vulnerable, and sometimes steely, but always quietly resolute and consistent.

Revisiting events from a past that she had hoped she had left behind, Virginia occasionally buried her face in her hands.

Some recollections – and, for reasons of taste, not all the details can be included here – caused her to flush with shame. 'I'm telling you things that even my husband didn't know,' she said.

Virginia, who has undergone counselling to try to come to terms with her past, is honest about her initiation into Epstein's depraved world.

She was a troubled teenager, whose slender figure, delicate complexion, hesitant voice and soulful blue eyes made her look young for her years.

Born in Sacramento, California, in August 1983, Virginia spent her early years on a small ranch on the West Coast of America.

This seemingly idyllic childhood ended when she was sexually molested by a man close to her family.

The fallout from that led to her parents temporarily splitting up. Blaming herself, Virginia began to get into trouble. Aged 11, she was sent to live with an aunt but repeatedly ran away.

Living on the streets, she was beaten up and slept with at least two older men in return for food. 'I was a paedophile's dream,' she says.

Three years later, she was reunited with her family and started a new life with her father who had moved to Palm Beach,

Florida, where he was maintenance manager at Donald Trump's country club, Mar-a-Lago.

Virginia got a part-time job as a changing room assistant – which is where, soon after her 15th birthday, she met Ghislaine Maxwell, who invited her to work as Epstein's personal masseuse.

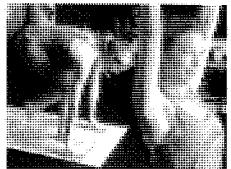
'I was wearing my uniform – a white miniskirt and a skin-tight white polo top – when I was approached by Ghislaine,' Virginia says.

'I told her I wanted to become a masseuse and she said she worked for a very wealthy gentleman who was looking for a travelling masseuse.'

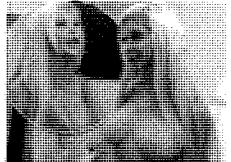
I'd get training and be paid well.' Virginia's father gave his blessing, believing his daughter was being handed the opportunity to learn a skill and to work for a wealthy and respectable employer.

He drove her to Epstein's pink mansion on the Palm Beach waterfront – he also owns a nine-storey home in New York, the city's biggest private residence; a 7,500-acre ranch called 'Zorro' in New

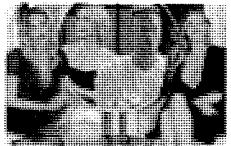
'Need a tight tush': LeAnn Rimes illustrates how to get a firm 'booty' as she does yoga in skimpy tank top and leggings
Exercise tips



'I want them really big!' Blonde bombshell begs doctors to make her 1,000cc implants – even after they insist her enhanced breasts are 'perfect'
On Botched



'It's my fourth favorite reality show! Jessica Alba and Kate Hudson are mean girls as Chris Martin plays for laughs in *Sara* and *Erin Foster's Barely Famous*



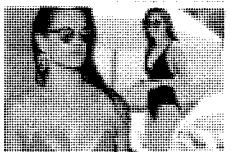
'He's turned into an absolute jerk.' Former *Celebrity Apprentice* star Vivica A. Fox slams Donald Trump... but says he's not a racist
She's no longer a fan



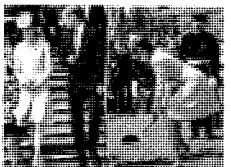
'I don't see a dark past anymore': Paris Jackson reveals tattoos have helped cover her 'scars and self-hatred' in moving Instagram post



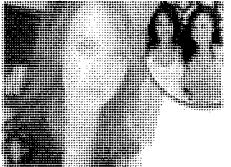
How the season's hottest beach babes including Hailee Steinfeld and Kendall Jenner are embracing jewelry at the seashore Chic on the beach



This old thing! Duchess of Cambridge recycles a TEN-year-old brocade coat as she plants a tree at garden party
From the back of her wardrobe



EXCLUSIVE: Alexa Curtin, daughter of Real Housewives star Lynne, is charged with drug possession two months after accusing O.C. deputy sheriff of raping her during a traffic stop



'I told my mom she's a grandma': Maria Menounos shared excitement about her frozen embryos in poignant IVF interview... given before negative pregnancy test



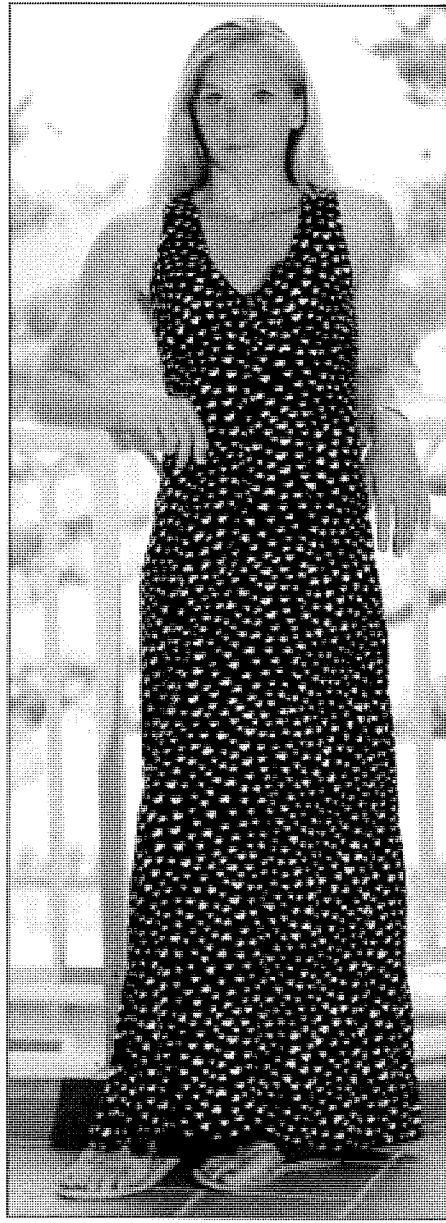
Gene Simmons' daughter Sophie says she was told she was 'not small enough' to be a model and reveals her mom taught her to love her shape



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Mexico and Little Saint James, a private 70-acre atoll in the US Virgin Islands.



A new life: Virginia, now a mother-of-three, in Australia

Virginia says: 'Ghislaine said I was to start immediately and that someone would drive me home. My father left and I was told to go upstairs.' She was led by another woman through Epstein's bedroom into a massage room where he lay face down naked on a table.

He started to interview Virginia. This was unconventional, but Virginia had no suspicions. Presumably, she thought, this was how the wealthy conducted their business.

Epstein elicited the information that Virginia had been a runaway, and was no longer a virgin. Virginia was then told to start massaging Epstein, under the instructions of the woman who had shown her in. The massage quickly developed into a sexual encounter.

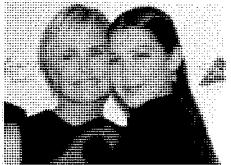
Virginia was uncomfortable, but reluctant to deny such important people. 'My face was red with embarrassment,' she says. 'But I felt under immense pressure to please them.'

The whole time it was going on, they were promising me the world, that I'd travel with Jeffrey on his private jet and have a well-paid profession.' Afterwards, she was given two \$100 bills and told to return the next day.

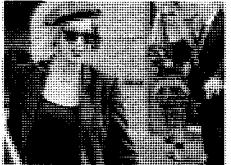
That was the beginning of the four years she spent with Epstein.

For three of those years, she was under Florida's age of consent, which is 18.

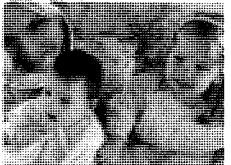
'I'd cry because there was nothing I could do to help': Bella Hadid pens emotional note about her mother Yolanda's Lyme disease battle and shares the impact of her own struggle



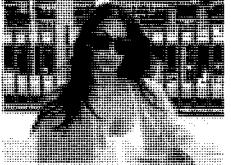
Has the Queen Bey lost her sting? Beyoncé steps out in two questionable outfits as she recycles Super Bowl Reformation look She is still a trailblazer



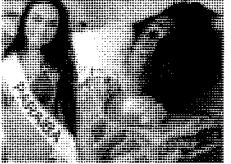
Jenna Bush Hager shares somber message about motherhood as she reveals her daughter was baptized only hours before Orlando shooting



Time for Kardashian kloss! From 'bloop' to 'ratchet'... Kim schools fans in how to talk like a true-blooded member of the family How to be like them



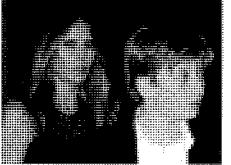
Brazilian Miss Bum Bum model reveals she is paralysed from the waist down after throwing herself from a fourth floor window in suicide attempt



Southern Charm stars claim Kathryn Dennis failed drug test in custody battle with wealthy drug-shamed former politician Thomas Ravenel as he takes their kids to NYC



Mini-me Barron joins parents Donald Trump and Melania at The Polo Bar for dinner the night before his 70th birthday (and Secret Service chauffeurs them the one block walk home)



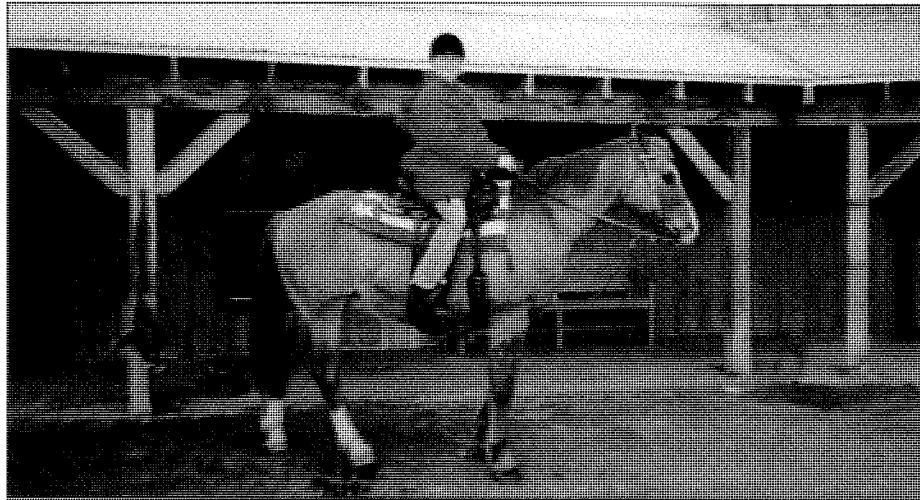
Lord of the manor! Scott Disick views \$2.8million property in Beverly Hills as he hunts for a house to fix up and sell He is 33



Peek-a-boob! Heidi Klum flashes cleavage

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Troubled teenager: Virginia on the billionaire's Zorro ranch in New Mexico in 2001

Virginia was fascinated by his life story: the son of a humble New York City parks worker, he was a teacher before becoming a Wall Street broker and friends with the upper echelons of the political, financial and academic establishment.

As a confused teenager, Virginia easily fell into the practice of sexually gratifying him for money.

He guaranteed her a minimum of \$200 each time she gave him what he called an 'erotic massage.'

Virginia said: 'I would always receive the money immediately. He would give me the cash from a wad he carried in a black duffel bag or an assistant paid me.'

'And, because of the way Epstein had warped her sensibilities, every time she took the cash, Virginia felt even more indebted to him. Secretly, he was also preparing her for an even more disturbing role.'

'Basically, I was training to be a prostitute for him and his friends who shared his interest in young girls,' she says: 'After about two years, he started to ask me to "entertain" his friends.'

It started when Epstein called Virginia at the Palm Beach apartment he had rented for her.

She recalls: 'He said, "I've got a good friend and I need you to fly to the island to entertain him, massage him and make him feel how you make me feel."

He didn't spell out what I had to do. He didn't have to. 'He'd trained me to do whatever a man wanted. I was shocked but I told myself he was sharing me around because he trusted me and I was special.'

I was worried, but I would do anything to keep Jeffrey happy and to keep my place as his number one girl.

He would keep telling me how lucky I was with the life I was leading and the money I was making. It was easy to fall into his grasp.

'The way it usually worked was I'd be sent to meet a man on the private island Jeffrey owned in the Caribbean, or at his ranch in New Mexico, which was really isolated.' She was 'given' to men ranging in age from their 40s to their 60s.

They included a well-known businessman (whose pregnant wife was asleep in the next room), a world-renowned scientist, a respected liberal politician and a foreign head of state.

None appeared to think the arrangement was unusual. Virginia says there were many other girls in Epstein's circle and that she was paid extra money to help recruit them.

'They would lounge around the Palm Beach house, the ranch or the island, nude or topless,' she says. 'But I was one of the very few he trusted as "special" and chosen to "entertain" his friends.'

Virginia took the sedative Xanax to detach herself from sordid reality. 'It was an escape drug,' she says. 'It made me calm and helped me forget about what I had to do. I was up to eight pills a day.'

Epstein had no objection to Virginia's use of prescription drugs, no doubt recognising that they made her even more malleable. 'I didn't want to go back to the life I'd had before' she says.

'That made me totally obedient.' Despite the fact that Epstein was, essentially, her pimp, this life now seemed normal to Virginia. 'I felt that he and Ghislaine really cared for me,' she said.

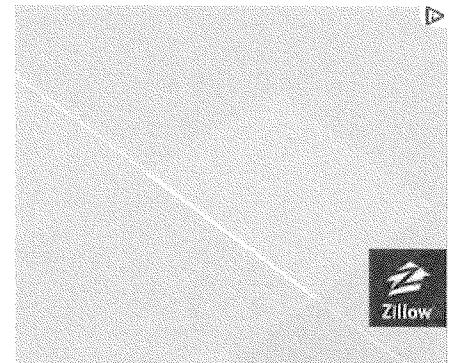
'We'd do family things, like watch Sex And The City and eat popcorn. A lot of it was very glamorous. I met famous friends of his such as Al Gore and Heidi Klum and Naomi Campbell. He introduced me as his "travelling masseuse."

Some people mistook me for his daughter. 'When we were in New York or Palm Beach, Ghislaine and I would shop all day.'

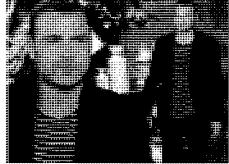
as she leaves her blouse undone across her chest during NYC outing with her children Mom-of-four



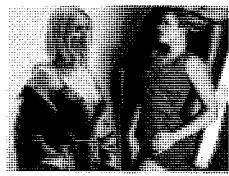
She's almost as tall as her mom! Courteney Cox's daughter Coco Arquette wears high heels and polka dot dress for her 12th birthday at Nobu



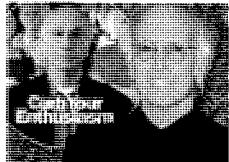
'It's hard on me': Liev Schreiber talks struggle of working in LA while Naomi Watts and their two kids are in NYC as he sits down with Ellen He misses them



'I was too big': Khloe Kardashian reveals stylists refused to work with her before she lost 40lbs as she wows in stunning natural shoot for Harper's Bazaar



Curb Your Enthusiasm is back! Larry David's beloved comedy series will return for a ninth season
The beloved HBO comedy series



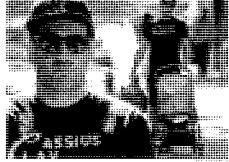
Super-sized diamond Her Majesty calls 'Granny's Chips' and the solitaire seed that grew into a flower: Queen's brooches and earrings have a glittering history



Sporty! Channing Tatum wears a backward baseball cap and matching vest as he leaves NYC hotel
The Magic Mike star was hard to miss



Rollin' and strollin'! Chilled Bobby Cannavale gets behind the wheels of baby son Rocco's classy ride as he runs errands
Star of HBO's Vinyl



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Jeffrey bought me jewellery – diamonds were his favourite – and wonderful furniture. He was paying me very well because I'd give him sex whenever he wanted it.'

She was, she says, delighted when Epstein invited her to accompany him on a six-week trip in 2001.

'He said we'd be going to Europe and North Africa to meet architects and interior decorators because he wanted to redo his New Mexico house.'

I threw my arms around him and gave him a peck on the cheek.' They flew to Paris, then Spain, then Tangier.

Finally, they went to London. 'After we landed, we drove straight to Ghislaine's house,' says Virginia. 'I was given a small upstairs bedroom. The following morning, Ghislaine came in.'

She was chirpy and jumped on the bed saying, 'Get up, sleepyhead. You've got a big day. We've got to go shopping. You need a dress as you're going to dance with a Prince tonight.'

'She said I needed to be "smiley" and bubbly because he was the Queen's son.'

Ghislaine and I went to Burberry, where she bought me a £5,000 bag, and to a few other designer stores where we bought a couple of dresses, a pair of embroidered jeans and a pink singlet, perfume and make-up.

We got back to Ghislaine's house at around 4pm and I ran straight upstairs to shower and dress.

When I went downstairs, Ghislaine and Jeffrey were in the lounge. There was a knock at the door. Ghislaine led Andrew in and we kissed each other on the cheek. 'Ghislaine served tea from a porcelain pot and biscuits. She knew Sarah Ferguson and they talked fondly about Andrew's daughters.'

Then Ghislaine asked Andrew how old he thought I was and he guessed 17 and they all laughed. Ghislaine made a joke that I was getting too old for Jeffrey.

She said, 'He'll soon have to trade her in.' It was widely known that he liked young girls.' The four of them went out to dinner and on to Tramp nightclub where, she says, Andrew danced with her.

'After about an hour-and-a-half, we drove back to Ghislaine's.'

All of us went upstairs and I asked Jeffrey to snap a picture of me with the Prince. I wanted something to show my Mom. Ghislaine and Jeffrey left us after that, and later Andrew left.

'In the morning, Ghislaine said, "You did well. He had fun". We flew straight back to the States.' The Mail on Sunday has confirmed that the tycoon's jet flew to Paris on March 6, 2001, continuing to Granada, Tangier and London, before returning to New York.

On the last leg of the trip, Virginia was paid about \$15,000 (£9,400) by Epstein. 'It was amazing money, more than I'd ever made on a trip with him before.'

He didn't say there was any special reason, but I felt like I'd done everything he wanted. He was very pleased.'

There is no suggestion that there was any sexual contact between Virginia and Andrew, or that Andrew knew that Epstein paid her to have sex with his friends.

However, the Prince must have been aware of Epstein's conviction when he stayed with him in New York in December.

Virginia says she met Andrew for a second time around Easter 2001 at Epstein's Manhattan mansion.

'When I got to the mansion, I was told, "Get ready. You are meeting someone in the office" – which is what they called the library. Andrew was sitting there in a big leather armchair.'

Ghislaine had just given him a present, a big toy that was his Spitting Image puppet. 'He was smiling ear-to-ear. He looked like a kid whose parents were taking him to Disney World.'

A beautiful girl called Johanna Sjoberg who worked for Jeffrey was sitting on Andrew's knee. Ghislaine guided me over to Andrew and I think he recognised me, though I don't know if he remembered my name.'



Counselling: Virginia at her mother's home at Palm Beach in 1998

'I'm dating a separated married man.' Bethenny Frankel reveals she went to high school with wife of new boyfriend Dennis Shields Skinny Girl founder

Get in there! Prince Harry and Zara Tindall can't contain their excitement as they watch their horses gallop to victory at Royal Ascot

'This isn't about you and your fake a** kiss for publicity': Madonna is slammed for her 'self-promoting' tweets following Orlando massacre

Jason Momoa's mini-me! Game of Thrones hunk enjoys family outing with cutie clone Nakoa-Wolf Seven-year-old's mom is Lisa Bonet

Craving a little Mexican! Rob Kardashian's pregnant fiancée Blac Chyna digs into a bowl of tortilla soup during Snapchat video

Another Bachelor baby! Peyton and Chris Lambton are 'thrilled' to be expecting their first child after four years of marriage The two wed in 2012

Lil Wayne 'guzzled three bottles of cough syrup mix lean' before suffering TWO seizures...as rapper now 'stable and in good spirits'

Cowgirl chic! Alessandra Ambrosio shows off toned legs with mini skirt as the stunner goes for a denim-on-denim look Victoria's Secret Angel

Madonna and Guy Ritchie on brink of deal over custody of their 15-year-old son Rocco as judge agrees to call off showdown court hearing for more talks

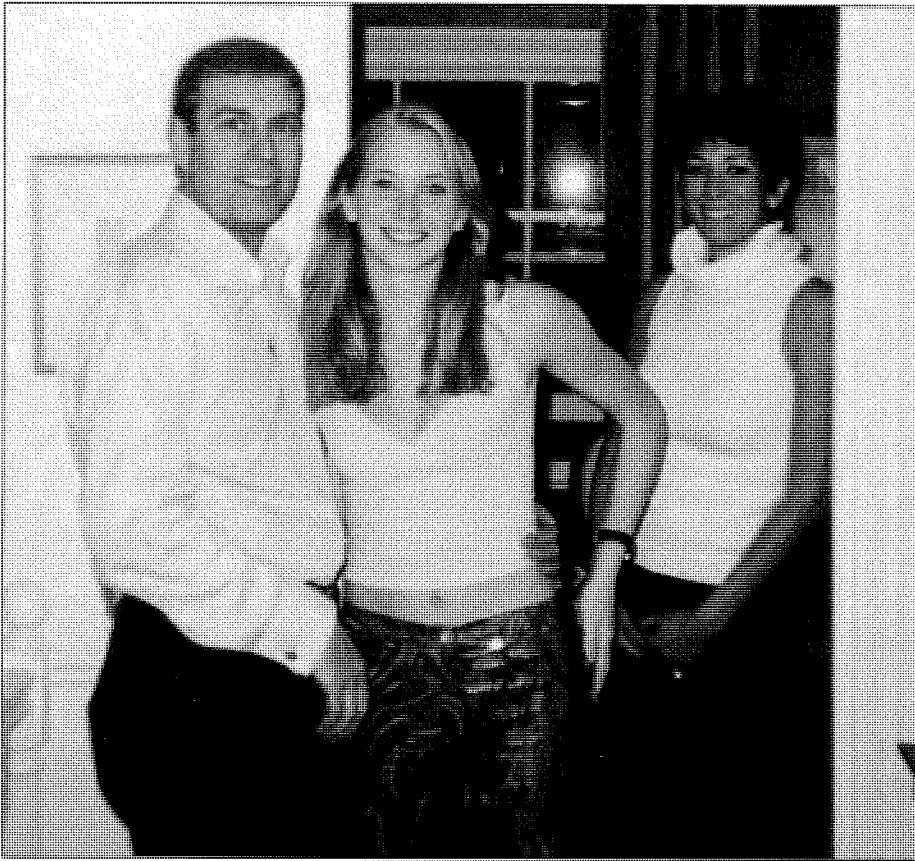
Gillian Anderson looks demure in sophisticated navy knee-length dress as she attends star studded charity gala On behalf of Action on Addiction

Charlie Sheen cuts a casual figure while out and about in Stockholm... After becoming the new face



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Organiser: Ghislaine Maxwell looks on as Andrew put his arm around Virginia. Robert Maxwell's daughter invited her to work as Epstein's personal masseuse soon after her 15th birthday

We kissed on the cheek and Ghislaine placed me on his other knee.' Johanna spoke to The Mail on Sunday three years ago about this incident, which took place when she was 21.

She said: 'Ghislaine put the puppet's hand on Virginia's breast, then Andrew put his hand on my breast. It was a great joke. Everybody laughed.' After this, Virginia was paid, by Epstein, around \$400 (£250).'

She met Andrew for the third and final time on Epstein's Caribbean island, Little Saint James. Virginia was never under the British legal age of consent when she met Andrew. She was 17 during the first two encounters and 18 at the third.

By now, however, Epstein, had started to hint that she was getting 'too old' for him.

But during one trip to the island, Epstein and Ghislaine made their most astonishing proposition, and one which repulsed her. 'They said Jeffrey wanted me to have his child,' she says.

'They said I was part of their family and I was beautiful, young, loyal and nurturing and would be a great mother.'

They said I would have to sign a contract relinquishing rights to the child and consenting to Jeffrey having as many relationships as he liked. In return I would have my own mansion in Palm Beach and a large monthly payment, a percentage of his income.'

This, finally, was a wake-up call to Virginia and she began to see the way in which she had been groomed.

'It was a smack in the face,' she says. 'I finally realised this wasn't ever going to be a real relationship but I knew if I refused, I'd be thrown back on the streets. So I said, "I'm too young. I want to get my massage credentials, then maybe we'll do it".'

The tycoon took her at her word and, for her 19th birthday in August 2002, flew her to Thailand where he enrolled her in a massage course.

Shortly after arriving there, she met an Australian martial arts expert called Robert. They fell in love and, just ten days later, married in a Buddhist ceremony.

'I called Jeffrey and told him I'd fallen madly in love,' Virginia says. 'I was hoping he'd be delighted. But he said, "Have a nice life," and hung up on me.' The couple now have two sons, aged five and four, and a daughter who recently turned one.

'The first few months after I married Robert were the worst,' she says. 'I couldn't bring myself to tell him much. No man wants to know his wife has been traded out.'

'I felt very alone. I was having panic attacks and seeing a psychiatrist and was on anti-depressants.'

'Virginia was beginning to put her Epstein days behind her when, three years ago, she was phoned by the FBI.'

of condom brand Lelo Hex

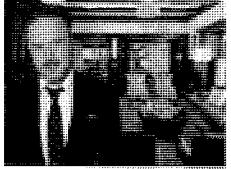


Wave goodbye to the rain! The deluge FINALLY stops as the Queen arrives at Ascot with Philip and Harry after thousands of racegoers got drenched

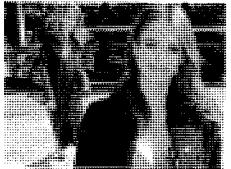
Two nations standing together: Wills and Kate sign book of condolence to pay their respects to the victims of Orlando nightclub killer Paying respects



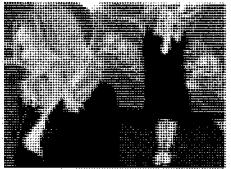
Time for an upgrade? David Arquette lists his historic Los Angeles mansion for \$8.5m Selling Hancock Park seven-bedroom home which he bought in 2014



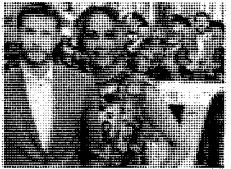
She's her own best advert! Jessica Alba's tresses glint in the sun as she promotes her Honest Company's new hair care range in New York



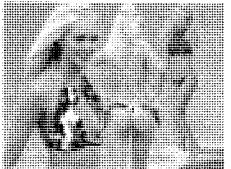
Katharine McPhee flashes a hint of sideboob in a plunging unbuttoned black dress as she poses at the Monte Carlo Television Festival



Let the trading begin! Independence Day's Liam Hemsworth and Vivica A. Fox ring the NASDAQ bell and help celebrate the Army's birthday in NYC



Ava Sambora puts on an eye-popping display for sizzling photo shoot as she parades her enviable bikini bod in Malibu Daughter of rocker Richie Sambora



How does Adele make YOU feel? Sad songs provide 'enjoyment, comfort or pain to different people' Great comfort from seemingly sad songs



Daisy Lowe and rumored boyfriend Darius Campbell appear in high spirits as they leave star-studded charity event She is 27



Sir Paul McCartney leads tributes as Wings guitarist Henry

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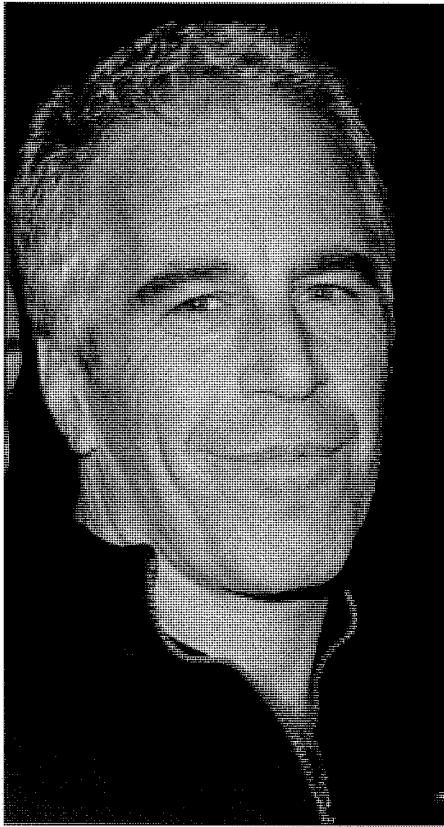
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'They said they had found photos of me at Jeffrey's Palm Beach house,' she says. '[Epstein had] hidden cameras watching me the entire time even when I was in the bathroom. I was so embarrassed.'

'I told the FBI that my true purpose was sexual. They told me everything he did was illegal because I was under age.' (The age of consent in Florida is 18).

'They said that if it had to go to trial, they'd need me because I'd lived with him and that made me a key witness. I was very afraid, because he had so much power, but eventually I agreed to testify.'

I was glad he'd finally been found out. He shouldn't be hurting other girls. Following Epstein's arrest, investigators are believed to have found a list of men's names on his computer and asked him whether they had been 'treated' to sexual encounters with his menage of minors.



Conviction: Jeffrey Epstein

'He took the Fifth Amendment, refusing to answer, indicating that if he were to answer the question, it could be incriminating,' a source told The Mail on Sunday.

Epstein struck a deal resulting in what commentators characterised as a 'slap on the wrist' for him, and ended up serving 13 months of his sentence, much of it in a liberal work-release programme. Lawyer Brad Edwards, who represented several of Epstein's victims, said: 'Rather than punish him the way they would an average Joe, they sent a clear message that with enough money and power and influence, the system can be bought.'

Virginia was spared her the humiliation of having to go before a jury, and has kept her feelings bottled up until last weekend's photograph of Andrew with Epstein triggered distressing memories.

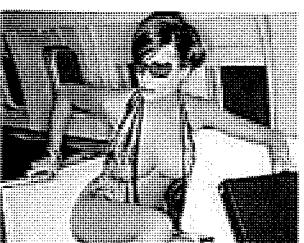
Virginia says: 'I am appalled. To me, it's saying, "We are above the law." But Jeffrey is a monster.'

Last night, neither Epstein, Ghislaine Maxwell nor Prince Andrew would comment on Virginia's story.

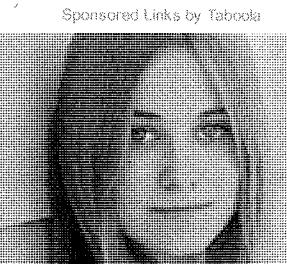
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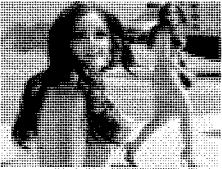
MCCULLOUGH who
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Die Bond theme dies
aged 72
Remembering his pal



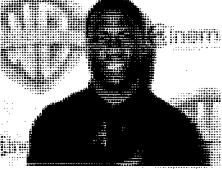
Bargain shopper! Drew
Barrymore sports
colorful silk jacket as
she loads up a trolley
with knick-knacks at
flea market
She's a mom-of-two



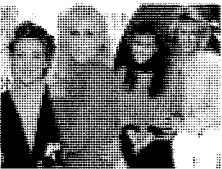
'Actually done!' Ariel
Winter arrives to her
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A landmark day for the
18-year-old actress



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Break-in at his Tarzana
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Boss? co-star Judith
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Matilda star Mara Wilson
reveals her sexuality on
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Klum, 43, carries three
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Sizzling Katie Holmes
gives a rare glimpse at
her sultry side as she
poses nude in gorgeous
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A Givenchy girl! Model
Lily Aldridge steps out in
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SWEATSHIRT as she
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Victoria's Secret Angel

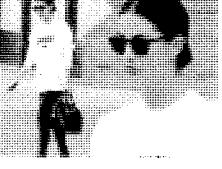


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Teenage girl recruited by paedophile Jeffrey Epstein reveals how she twice met Bill Clinton

By SHARON CHURCHER and POLLY DUNBAR FOR MAILONLINE

UPDATED: 19:53 EST, 5 March 2011

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As a New Yorker from humble beginnings, Jeffrey Epstein played on his blue-collar credentials and enormous wealth to extend tentacles of influence throughout America's liberal political elite.

During the outcry over the Epstein case, it emerged that another man with a notorious appetite for young women, Bill Clinton, travelled with Epstein to a number of destinations, including three times on the billionaire's private aircraft.

On one occasion, Epstein flew the former President, Hollywood actor and staunch Democrat Kevin Spacey and another actor friend of Mr Clinton's, Chris Tucker, to Africa, to 'discuss AIDS policy'.



Claims: Virginia Roberts says she twice met ex-president Bill Clinton, pictured last month, but was never 'lent out'

Epstein, who has donated more than £75,000 over the years to candidates from the Democratic Party, also flew with Mr Clinton in November 2003 to destinations including Russia, Oslo, Hong Kong, Shanghai and Beijing.

Yet Virginia Roberts stresses that she was never 'lent out' to Mr Clinton.

On one occasion, she adds, Epstein did invite two young brunettes to a dinner which he gave on his Caribbean island for Mr Clinton shortly after he left office. But, as far as she knows, the ex-President did not take the bait.

'I'd have been about 17 at the time,' she says. 'I flew to the Caribbean with Jeffrey and then Ghislaine Maxwell went to pick up Bill in a huge black helicopter that Jeffrey had bought her.'

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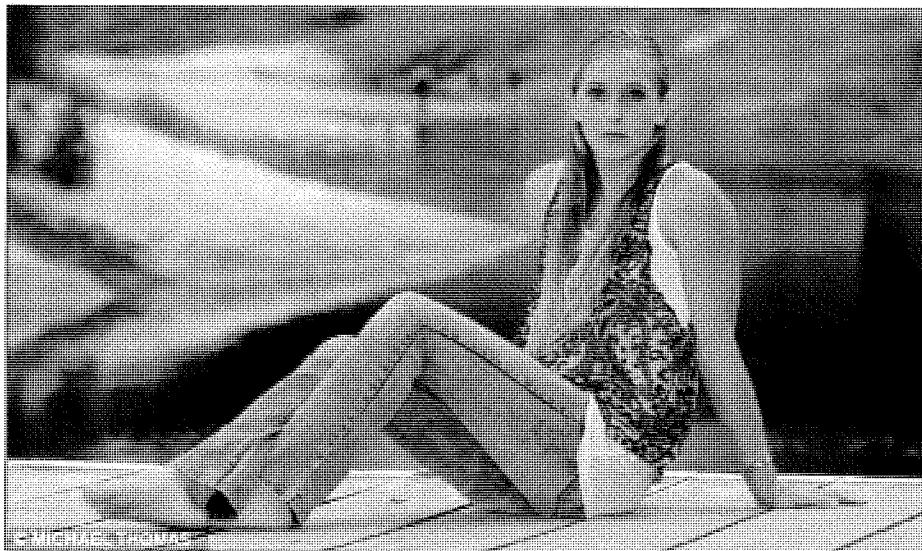
'She'd always wanted to fly and Jeffrey paid for her to take lessons, and I remember she was very excited because she got her licence around the first year we met.'

'I used to get frightened flying with her but Bill had the Secret Service with him and I remember him talking about what a good job she did.'

'I only ever met Bill twice but Jeffrey had told me that they were good friends.'

'I asked, "How come?" and he laughed and said, "He owes me some favours." Maybe he was just joking but it constantly surprised me that people with as much to lose as Bill and [Prince] Andrew weren't more careful.'

'Bill must have known about Jeffrey's girls. There were three desks in the living area of the villa on the island.'



Speaking out: Virginia, now aged 26, in her new home in Australia

'They were covered with pictures of Jeffrey shaking hands with famous people and photos of naked girls, including one of me that Jeffrey had at all his houses, lying in a hammock.'

'We all dined together that night. Jeffrey was at the head of the table. Bill was at his left. I sat across from him. Emmy Tayler, Ghislaine's blonde British assistant, sat at my right.'

'Ghislaine was at Bill's left and at the left of Ghislaine there were two olive-skinned brunettes who'd flown in with us from New York.'

'I'd never met them before. I'd say they were no older than 17, very innocent-looking.'

'They weren't there for me. They weren't there for Jeffrey or Ghislaine because I was there to have sex with Jeffrey on the trip.'

'Maybe Jeffrey thought they would entertain Bill, but I saw no evidence that he was interested in them. He and Jeffrey and Ghislaine seemed to have a very good relationship. Bill was very funny.'

'He made me laugh a few times. And he and Jeffrey and Ghislaine told blokey jokes and the brunettes listened politely and giggled.'

'After dinner I gave Jeffrey an erotic massage. I don't remember seeing Bill again on the trip but I assume Ghislaine flew him back.'

According to prison records, when Epstein was serving his jail term, his visitors included a long-time – and highly controversial – Clinton acquaintance, Arnold Prosperi.

'In the final hours of the Clinton presidency, in January 2001, Prosperi was facing three years in prison after being convicted of tax fraud. Mr Clinton commuted his sentence to house arrest.'

'Clinton, Prosperi and Epstein make an odd threesome on the face of it,' says a law enforcement source.

'Was Prosperi visiting Epstein as some kind of intermediary for Bill?'

'Maybe Bill wanted to know if Epstein knew anything that could embarrass him. Or did Bill commute Prosperi's sentence as some kind of favour for Epstein?'

Virginia disclosed that Mr Clinton's vice-president Al Gore and his wife, Tipper, were also guests of Epstein on his island.

Cambridge can't contain her excitement as her horse wins at Royal Ascot races Whooped and cheered



CONFIRMED: Nicole

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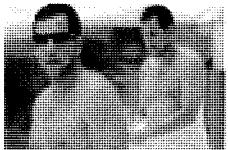
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New beau? Ashley Olsen, 30, is romantically linked to artist George Condo, 59, after they are spotted 'looking romantic' at NYC's Mercer Hotel



Dad bod! Adam Sandler, 49, shows off his naked chest while wrapped in towel during Miami vacation with his wife of 13 years Couple looked blissful



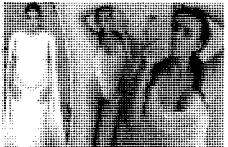
Kim Kardashian's naked ambition is laid bare again as she strips off to celebrate her post-baby body with GQ cover Gave birth in December



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Guests: Virginia says she also met former Vice President Al Gore, pictured right with Mr Clinton

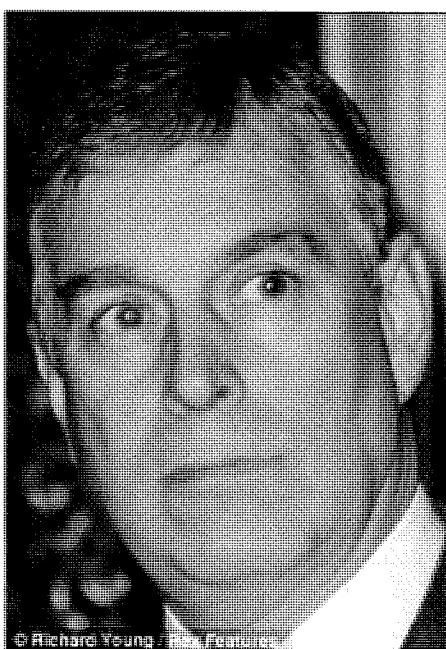
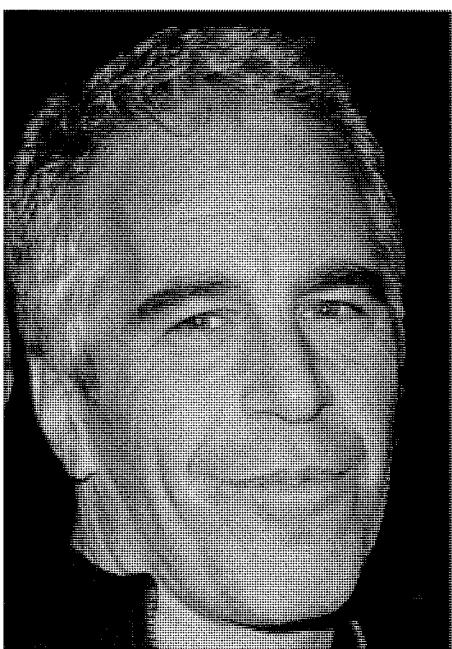
Last summer, the Gores abruptly announced that they were ending their supposedly fairytale marriage and, just weeks later, it emerged that Mr Gore – the famously sanctimonious global-warming disciple – had been accused of trying to force sex on a woman with whom he had booked a therapeutic massage at an Oregon hotel.

'I had no clue what anything was up,' Virginia says. 'The Gores seemed like a beautiful couple when I met them. All I knew was that Mr Gore was a friend of Jeffrey's and Ghislaine's. Jeffrey didn't ask me to give him a massage.'

'There might have been a couple of other girls there on that trip but I could never have imagined this guy would do anything wrong. I was planning to vote for him when I turned 18. I thought he was awesome.'

Virginia said that yet another American liberal icon, President Obama's Middle East peace envoy Senator George Mitchell, frequently visited Epstein's New York residence.

Mr Mitchell, aged 77 – who previously led America's Northern Ireland peace initiative – 'was very close to Jeffrey,' Virginia recalled. 'He is very clean-cut. You wouldn't think of him being part of Jeffrey's crew.'



Scandal: U.S. authorities want to interview Jeffrey Epstein (left) and may wish to quiz his friend, Prince Andrew

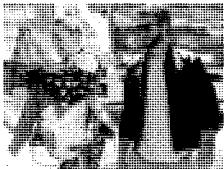
Epstein's contacts book contains a work and a home telephone number for the senator.

Another acquaintance was Israel defence secretary Ehud Barak, whose spokesman told The Mail on Sunday: 'Mr Barak did attend several small functions in Mr Epstein's home in New York that were usually attended by leading businessmen, university presidents, Nobel Prize Laureates and prominent public figures.'

'We just want them to have a normal life':
Blake Lively reveals her parenthood plans now that baby no.2 is on its way and why she fell in love with Ryan Reynolds



Back to work! Miley Cyrus and Liam Hemsworth temporarily go their separate ways... after very public dinner date in NYC



Ivanka Trump shares morning snap of baby Theo watching her get ready as she admits in that she wakes up at 5:30am and goes to work with her hair wet



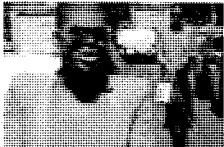
They could be sisters! Princess Mary of Denmark and Duchess of Cambridge look strikingly similar as they enjoy a catch up at Royal Ascot



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Seth Myers 'bans' Trump from appearing on NBC's Late Night

6/15/2016

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Epstein's many Hollywood pals include Matt Groening, creator of The Simpsons.

'Jeffrey once had me give Matt a foot massage when he was flying on the jet with us,' Virginia says.

'He laughed and did drawings of Bart and Homer for my little brother and my dad.'

'I also met Naomi Campbell at a birthday party of hers on a yacht in the South of France. She is a friend of Ghislaine's but she was a real bitch to me.'

'She was very fake. She turned away from me when we were introduced by Ghislaine and Jeffrey.'

'Donald Trump was also a good friend of Jeffrey's. He didn't partake in sex with any of us but he flirted with me. He'd laugh and tell Jeffrey, "You've got the life."'

Palm Beach Police say Epstein seemed utterly unfazed by the allegations against him when they began their long and detailed investigation.



'Jeffrey's crew: Middle East peace envoy George Mitchell, right, pictured with President Barack Obama and U.S. Secretary of State Hillary Clinton, frequently visited Epstein's New York residence. Virginia also claims

But he also took his defence very seriously indeed. Epstein engaged his friend, the Harvard law professor Alan Dershowitz – whose celebrity clients have included Mike Tyson, Patty Hearst, Claus von Bulow and O.J. Simpson – to run his legal defence.

He also employed a firm of private investigators to investigate the backgrounds of the girls.

Detectives painstakingly built a case which they believed showed that Epstein systematically paid teenage girls to recruit other teenage girls to his sex ring.

However, as the investigation continued, they found that Epstein's team had already spoken to key witnesses, suggesting that the financier would reward those who helped him.

In addition, Epstein's defence team agreed to the unusual move of suggesting that the alleged victims sue Epstein in the civil courts. The result was a plea bargain in which Epstein admitted a single charge of soliciting an underage girl for prostitution – a deal which infuriated many police officers who worked on the case.

More than 20 of Epstein's girls are said to have sued him for damages. At least 17 have settled out of court.

Mr Clinton, Mr Gore and Mr Mitchell were all contacted about their friendship with Epstein but declined to comment.

show - but admits the presidential hopeful wasn't going to come on anyway



Yolanda Hadid QUILTS
Real Housewives of Beverly Hills to 'bring back privacy' to her life after dramatic season that documented her divorce and accusations she was faking illness

Victoria Beckham
shows a hint of sideboob and flash of leg as she flaunts her sartorial sass for cover of Vogue Korea
Striking shoot



A mellow day! Rumer Willis dresses down in a grey maxi dress as she hangs out with a friend in West Hollywood
Taking a break from the presidential campaign



Catherine Zeta-Jones'
daughter Carys is her doppelgänger as the pair arrive in London with Michael Douglas and son Dylan
Family trip



Stephen Colbert
compares Trump to a NAZI as he draws a swastika on chalkboard while trying to 'figure out' Obama's response to Orlando massacre



Grieving Adam Levine
is pictured playing golf in first outing since Christina Grimmie's death... after offering to pay for the Voice star's funeral



Does North West have her own glam squad?
Kim Kardashian 'hires daughter \$5k a week team including hairstylist and manicurist'



The smile's back!
Demi Lovato appears happy at airport while looking chic in olive coat as she recovers from Wilmer Valderrama shock split
Wore classic combo



'I'm not killing off Harrison Ford': Steven Spielberg reveals he won't end Indiana Jones' life in next film as he gives rare interview
Good news for Ford!

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Statement on Behalf of Ghislaine Maxwell

BY DEVONSHIRES SOLICITORS, PRNE
WEDNESDAY, MARCH 9, 2011

LONDON, March 10, 2011 - Ghislaine Maxwell denies the various allegations about her that have appeared recently in the media. These allegations are all entirely false.

It is unacceptable that letters sent by Ms Maxwell's legal representatives to certain newspapers pointing out the truth and asking for the allegations to be withdrawn have simply been ignored.

In the circumstances, Ms Maxwell is now proceeding to take legal action against those newspapers.

"I understand newspapers need stories to sell copies. It is well known that certain newspapers live by the adage, "why let the truth get in the way of a good story." However, the allegations made against me are abhorrent and entirely untrue and I ask that they stop," said Ghislaine Maxwell.

"A number of newspapers have shown a complete lack of accuracy in their reporting of this story and a failure to carry out the most elementary investigation or any real due diligence. I am now taking action to clear my name," she said.

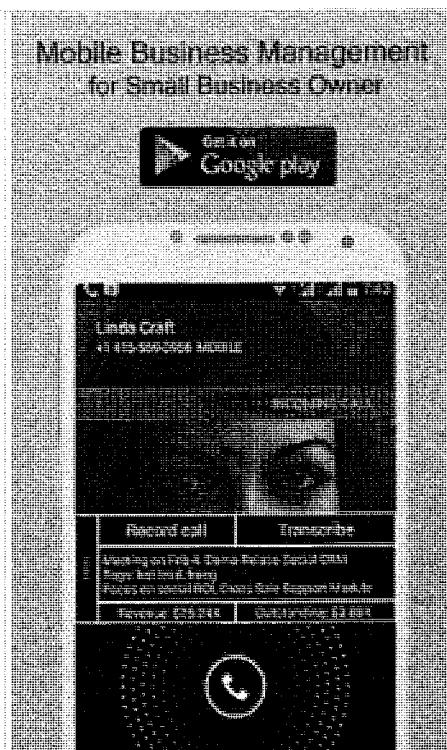
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Filed under: Government and Policy, Law, Media

Tags: Devonshires Solicitors, London, March 10, United Kingdom



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EXHIBIT D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 08-80736-Civ-Marra/Johnson

JANE DOE #1 and JANE DOE #2

v.

UNITED STATES

**JANE DOE #3 AND JANE DOE #4's CORRECTED MOTION PURSUANT TO RULE 21
FOR JOINDER IN ACTION**

COME NOW Jane Doe #3 and Jane Doe #4 (also referred to as "the new victims"), by and through undersigned counsel, to file this motion pursuant to Federal Rule of Civil Procedure 21 to join this action, on the condition that they not re-litigate any issues already litigated by Jane Doe #1 and Jane Doe #2 (also referred to as "the current victims"). The new victims have suffered the same violations of their rights under the Crime Victims' Rights Act (CVRA) as the current victims. Accordingly, they desire to join in this action to vindicate their rights as well. Because the new victims will not re-litigate any issues previously litigated by the current victims (and because they are represented by the same legal counsel as the current victims), the Government will not be prejudiced if the Court grants the motion. The Court may "at any time" add new parties to the action, Fed. R. Civ. P. 21. Accordingly, the Court should grant the motion.¹

FACTUAL BACKGROUND

¹ As minor victims of sexual offenses, Jane Doe #3 and Jane Doe #4 desire to proceed by way of pseudonym for the same reasons that Jane Doe #1 and Jane Doe #2 proceeded in this fashion. Counsel for the new victims have made their true identities known to the Government.

As the Court is aware, more than six years ago, Jane Doe #1 filed the present action against the Government, alleging a violation of her rights under the CVRA, 18 U.S.C. § 3771. DE1. She alleged that Jeffrey Epstein had sexually abused her and that the United States had entered into a secret non-prosecution agreement (NPA) regarding those crimes in violation of her rights. At the first court hearing on the case, the Court allowed Jane Doe #2 to also join the action. Both Jane Doe #1 and Jane Doe #2 specifically argued that the government had failed to protect their CVRA rights (*inter alia*) to confer, to reasonable notice, and to be treated with fairness. In response, the Government argued that the CVRA rights did not apply to Jane Doe #1 and Jane Doe #2 because no federal charges had ever been filed against Jeffrey Epstein.

The Court has firmly rejected the United States' position. In a detailed ruling, the Court concluded that the CVRA extended rights to Jane Doe #1 and Jane Doe #2 even though federal charges were never filed. DE 189. The Court explained that because the NPA barred prosecution of crimes committed against them by Epstein, they had "standing" to assert violations of the CVRA rights. *Id.* The Court deferred ruling on whether the two victims would be entitled to relief, pending development of a fuller evidentiary record. *Id.*

Two other victims, who are in many respects similarly situated to the current victims, now wish to join this action. The new victims joining at this stage will not cause any delay and their joinder in this case is the most expeditious manner in which to pursue their rights. Because the background regarding their abuse is relevant to the Court's assessment of whether to allow them to join, their circumstances are recounted here briefly.

Jane Doe #3's Circumstances

As with Jane Doe #1 and Jane Doe #2, Jane Doe #3 was repeatedly sexually abused by Epstein. The Government then concealed from Jane Doe #3 the existence of its NPA from Jane Doe #3, in violation of her rights under the CVRA. If allowed to join this action, Jane Doe #3 would prove the following:

In 1999, Jane Doe #3 was approached by Ghislaine Maxwell, one of the main women whom Epstein used to procure under-aged girls for sexual activities and a primary co-conspirator in his sexual abuse and sex trafficking scheme. In fact, it became known to the government that Maxwell herself regularly participated in Epstein's sexual exploitation of minors, including Jane Doe #3. Maxwell persuaded Jane Doe #3 (who was then fifteen years old) to come to Epstein's mansion in a fashion very similar to the manner in which Epstein and his other co-conspirators coerced dozens of other children (including Jane Doe #1 and Jane Doe #2). When Jane Doe #3 began giving Epstein a "massage," Epstein and Maxwell turned it into a sexual encounter, as they had done with many other victims. Epstein then became enamored with Jane Doe #3, and with the assistance of Maxwell converted her into what is commonly referred to as a "sex slave." Epstein kept Jane Doe #3 as his sex slave from about 1999 through 2002, when she managed to escape to a foreign country and hide out from Epstein and his co-conspirators for years. From 1999 through 2002, Epstein frequently sexually abused Jane Doe #3, not only in West Palm Beach, but also in New York, New Mexico, the U.S. Virgin Islands, in international airspace on his Epstein's private planes, and elsewhere.

Epstein also sexually trafficked the then-minor Jane Doe, making her available for sex to politically-connected and financially-powerful people. Epstein's purposes in "lending" Jane Doe (along with other young girls) to such powerful people were to ingratiate himself with them for

business, personal, political, and financial gain, as well as to obtain potential blackmail information.

One such powerful individual that Epstein forced then-minor Jane Doe #3 to have sexual relations with was former Harvard Law Professor Alan Dershowitz, a close friend of Epstein's and well-known criminal defense attorney. Epstein required Jane Doe #3 to have sexual relations with Dershowitz on numerous occasions while she was a minor, not only in Florida but also on private planes, in New York, New Mexico, and the U.S. Virgin Islands. In addition to being a participant in the abuse of Jane Doe #3 and other minors, Deshowitz was an eye-witness to the sexual abuse of many other minors by Epstein and several of Epstein's co-conspirators. Dershowitz would later play a significant role in negotiating the NPA on Epstein's behalf. Indeed, Dershowitz helped negotiate an agreement that provided immunity from federal prosecution in the Southern District of Florida not only to Epstein, but also to "any potential co-conspirators of Epstein." NPA at 5. Thus, Dershowitz helped negotiate an agreement with a provision that provided protection for himself against criminal prosecution in Florida for sexually abusing Jane Doe #3. Because this broad immunity would have been controversial if disclosed, Dershowitz (along with other members of Epstein's defense team) and the Government tried to keep the immunity provision secret from all of Epstein's victims and the general public, even though such secrecy violated the Crime Victims' Rights Act.

Ghislaine Maxwell was another person in Epstein's inner circle and a co-conspirator in Epstein's sexual abuse. She was someone who consequently also appreciated the immunity granted by the NPA for the crimes she committed in Florida. In addition to participating in the sexual abuse of Jane Doe #3 and others, Maxwell also took numerous sexually explicit pictures

of underage girls involved in sexual activities, including Jane Doe #3. She shared these photographs (which constituted child pornography under applicable federal laws) with Epstein. The Government is apparently aware of, and in certain instances possesses some of these photographs.

Perhaps even more important to her role in Epstein's sexual abuse ring, Maxwell had direct connections to other powerful individuals with whom she could connect Epstein. For instance, one such powerful individual Epstein forced Jane Doe #3 to have sexual relations with was a member of the British Royal Family, Prince Andrew (a/k/a Duke of York). Jane Doe #3 was forced to have sexual relations with this Prince when she was a minor in three separate geographical locations: in London (at Ghislaine Maxwell's apartment), in New York, and on Epstein's private island in the U.S. Virgin Islands (in an orgy with numerous other under-aged girls). Epstein instructed Jane Doe #3 that she was to give the Prince whatever he demanded and required Jane Doe #3 to report back to him on the details of the sexual abuse. Maxwell facilitated Prince Andrew's acts of sexual abuse by acting as a "madame" for Epstein, thereby assisting in internationally trafficking Jane Doe #3 (and numerous other young girls) for sexual purposes.

Another person in Epstein's inner circle of friends (who becomes apparent with almost no investigative effort) is Jean Luc Brunel. Epstein sexually trafficked Jane Doe #3 to Jean Luc Brunel many times. Brunel was another of Epstein's closest friends and a regular traveling companion, who had many contacts with young girls throughout the world. Brunel has been a model scout for various modeling agencies for many years and apparently was able to get U.S. passports for young girls to "work" as models. He would bring young girls (ranging to ages as

young as twelve) to the United States for sexual purposes and farm them out to his friends, especially Epstein. Brunel would offer the girls “modeling” jobs. Many of the girls came from poor countries or impoverished backgrounds, and he lured them in with a promise of making good money. Epstein forced Jane Doe #3 to observe him, Brunel and Maxwell engage in illegal sexual acts with dozens of underage girls. Epstein also forced Jane Doe #3 to have sex with Brunel on numerous occasions, at places including Epstein’s mansion in West Palm Beach, Little St. James Island in the U.S. Virgin Islands (many including orgies that were comprised of other underage girls), New York City, New Mexico, Paris, the south of France, and California.

Epstein also trafficked Jane Doe #3 for sexual purposes to many other powerful men, including numerous prominent American politicians, powerful business executives, foreign presidents, a well-known Prime Minister, and other world leaders. Epstein required Jane Doe #3 to describe the events that she had with these men so that he could potentially blackmail them.

The Government was well aware of Jane Doe #3 when it was negotiating the NPA, as it listed her as a victim in the attachment to the NPA. Moreover, even a rudimentary investigation of Jane Doe #3’s relationship to Epstein would have revealed the fact that she had been trafficked throughout the United States and internationally for sexual purposes. Nonetheless, the Government secretly negotiated a non-prosecution agreement with Epstein precluding any Federal prosecution in the Southern District of Florida of Epstein and his co-conspirators. As with Jane Doe #1, and Jane Doe #2, the Government concealed the non-prosecution agreement from Jane Doe #3 – all in violation of her rights under the CVRA – to avoid Jane Doe #3 from raising powerful objections to the NPA that would have shed tremendous public light on Epstein

and other powerful individuals and that would likely have been prevented it from being concluded in the secretive manner in which it was.

Jane Doe #4's Circumstances

If permitted to join this action, Jane Doe #4 would allege, and could prove at trial, that she has CVRA claims similar to those advanced by Jane Doe #1 and Jane Doe #2, based on the following:

As with the other Jane Does, Jane Doe #4 was repeatedly sexually abused by Epstein. In or around the summer of 2002, Jane Doe #4, an economically poor and vulnerable sixteen-year-old child, was told by another one of Epstein's underage minor sex abuse victims, that she could make \$300 cash by giving an old man a massage on Palm Beach. An acquaintance of Jane Doe #4 (also a minor sexual abuse victim of Epstein) telephoned Epstein and scheduled Jane Doe #4 to go to Epstein's house to give him a massage. During that call, Epstein himself got on the phone (a means of interstate communication) with Jane Doe #4, asking her personally to come to his mansion in Palm Beach.

Jane Doe #4 then went to Epstein's mansion and was escorted upstairs to Epstein's large bathroom by one of Epstein's assistants. Shortly thereafter Jeffrey Epstein emerged and lay face down on the table and told Jane Doe #4 to start massaging him. Epstein asked Jane Doe #3 her age and she told him she had recently turned sixteen. Epstein subsequently committed illegal sexual acts against Jane Doe #4 on many occasions.

Epstein used a means of interstate communication (i.e., a cell phone) to arrange for these sexual encounters. Epstein also frequently travelled in interstate commerce (i.e., on his personal jet) for purposes of illegally sexually abusing Jane Doe #4.

The acts Epstein committed against Jane Doe #4, constituted numerous federal sex offenses, some of which do not carry a statute of limitations and thus are not time-barred. *See* 18 U.S.C. § 3283. And these offenses were the kinds of offenses that the Federal Bureau of Investigation (FBI) and U.S. Attorney's Office for the Southern District of Florida were pursuing in 2007. So far as Jane Doe #4 is aware, the U.S. Attorney's Office made no serious effort to locate her. Instead, after identifying approximately forty separate underage sexually abused victims, and apparently preparing a 53-page federal indictment and with full awareness of the existence of many victims like Jane Doe #4 – unidentified and not interviewed – it entered into a non-prosecution agreement barring prosecution of Epstein's federal crimes against these victims. This is contrary to the Government's normal approach in prosecuting federal sex offenses. It also violated Jane Doe #4's rights under the CVRA, including the fact that she had a "reasonable" right to confer with the U.S. Attorney's Office before they entered into an agreement with a sex offender barring prosecution of him for the crimes he committed against her. 18 U.S.C. § 3771(a)(5).

MOTION FOR JOINDER

Jane Doe #3 and Jane Doe #4 now both move to join this action filed by Jane Doe #1 and Jane Doe #2, pursuant to Rule 21 of the Federal Rules of Civil Procedure. Rule 21 provides that "[o]n motion or on its own, the court may at any time, on just terms, add . . . a party." Rule 21 "grants the court broad discretion to permit a change in the parties at any stage of a litigation." *Ford v. Air Line Pilots Ass'n Int'l*, 268 F. Supp. 2d 271, 295 (E.D.N.Y. 2003) (internal quotation omitted). The new victims should be allowed to join the current victims in this action under Rule 21.

The new victims will establish at trial that the Government violated their CVRA rights in the same way as it violated the rights of the other victims. The new victims' participation in this case is important because it appears that the Government intends to raise a factual defense that somehow it did keep Jane Doe #1 and Jane Doe #2 properly informed of what was happening in the criminal prosecution. Of course, if four victims all testify consistently that they were not properly informed by the Government (as we believe they will), that provides a stronger case for a CVRA violation.

In addition, Jane Doe #3 and Jane Doe #4's participation is relevant to a defense the Court has allowed the Government to raise. The Court has previously ruled that the victims' request for rescission of the NPA "implicates a fact-sensitive equitable defense which must be considered in the historical factual context of the entire interface between Epstein, the relevant prosecutorial authorities and the federal offense victims – including an assessment of the allegation of a deliberate conspiracy between Epstein and federal prosecutors to keep the victims in the dark on the pendency of negotiations between Epstein and federal authorities until well after the fact and presentation of the non-prosecution agreement to them as *a fait accompli*." DE 189 at 12 n.6 (emphasis added). Jane Doe #3's and Jane Doe #4's participation in this case will help to show what the "entire interface" was between the Government and the victims and thus to respond to the Government's estoppel arguments as well as other defenses that it appears to be preparing to raise. See, e.g., DE 62 (52-page response from the Government to the victim's summary judgment motion, raising numerous factually-based and other arguments against the victim's position).

Jane Doe #3's and Jane Doe #4's participation is also directly relevant to the discovery disputes currently pending in this case. The Government has raised various relevancy objections to the documents that Jane Doe #1 and Jane Doe #2 are attempting to obtain. The current victims have responded by explaining how these documents are relevant, including explaining how these documents might bear on the way in which Epstein used his powerful political and social connections to secure a favorable plea deal, as well as provide proof of the Government's motive to deliberately fail to investigate certain aspects of the victims' claims in an effort to maintain the secrecy of the facts and resolve the case without the victims' knowledge. *See, e.g.*, DE 266 at 6-10. Jane Doe #3 and Jane Doe #4's participation will help prove the relevancy of these requests, as well as the need for those requests.

One clear example is Request for Production No. 8, which seeks documents regarding Epstein's lobbying efforts to persuade the Government to give him a more favorable plea arrangement and/or non-prosecution agreement, including efforts on his behalf by Prince Andrew and former Harvard Law Professor Alan Dershowitz. Jane Doe #1 and Jane Doe #2 have alleged these materials are needed to prove their allegations that, after Epstein signed the non-prosecution agreement, his performance was delayed while he used his significant social and political connections to lobby the Justice Department to obtain a more favorable plea deal. *See, e.g.*, DE 225 at 7-8 (discussing DE 48 at 16-18). Jane Doe #3 has direct person knowledge of Epstein's connection with some of these powerful people and thus how Epstein might have used them to secure favorable treatment.

Adding two new victims to this case will not delay any of the proceedings. They will simply join in motions that the current victims were going to file in any event. For example, the

new victims will simply join in a single summary judgment motion that the current victims anticipate filing after discovery has been completed.

Nor will adding the new victims prejudice the United States. As the court is aware, this Court is still in its initial discovery stage. The Court is currently considering whether to reject the Government's assertion of privilege over documents regarding the case. *See DE 265* (victims' reassertion of objections to the Government privilege claims). The new victims do not seek any additional discovery beyond that previously sought by the current victims.² Accordingly, the United States will not be prejudiced or burdened by adding them to this case.

The CVRA does not contain any statute of limitations for filing an action to enforce rights under the statute. Accordingly, were the Court to deny this motion, the result might be that the new victims would then be forced to file a separate suit raising their claims, which would then possibly proceed on a separate litigation track. Rather than require duplicative litigation, the Court should simply grant their motion to join.

Jane Doe #1 and Jane Doe #2 support the joinder motion. Counsel for the victims have discussed this motion with the Government at length in an effort to avoid any need to file a substantive pleading on the issue. Counsel for the victims asked the Government during the summer for its position on joinder. The Government, however, took the matter under advisement for months. Ultimately, after several inquiries from victims counsel, the Government indicated without explanation that it opposes this motion. Counsel for the victims has requested a meeting with the Government on this issue, which will hopefully occur in

² Jane Doe #3 and Jane Doe #4 have asked the Government to provide them with the record of their statements that they provided to the FBI. These FBI 302's should be only a few pages long.

January. In the meantime, however, counsel for the victims believe that it is no longer appropriate to delay filing this motion and accordingly file it at this time. Because the Government is apparently opposing this motion, Jane Doe #3 and Jane Doe #4 have described the circumstances surrounding their claims so that the Court has appropriate information to rule on the motion.

CONCLUSION

Jane Doe #3 and Jane Doe #4 should be allowed to join this action, pursuant to Rule 21 of the Federal Rules of Civil Procedure. Their joinder should be conditioned on the requirement that they not re-litigate any issues previously litigated by Jane Doe #1 and Jane Doe #2. A proposed order to that effect is attached to this pleading.

DATED: January 2, 2015

Respectfully Submitted,

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Attorneys for Jane Doe #1 and Jane Doe #2

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CERTIFICATE OF SERVICE

I certify that the foregoing document was served on January 2, 2015, on the following using the Court's CM/ECF system:

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Attorneys for the Government

/s/ Bradley J. Edwards

EXHIBIT E

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.:08-CV-80736-KAM

JANE DOE 1 and JANE DOE 2,

Petitioners,

vs.

UNITED STATES OF AMERICA,

Respondent.

/

ORDER DENYING PETITIONERS' MOTION TO JOIN UNDER RULE 21 AND
MOTION TO AMEND UNDER RULE 15

This cause is before the Court on Jane Doe 3 and Jane Doe 4's Corrected Motion Pursuant to Rule 21 for Joinder in Action ("Rule 21 Motion") (DE 280), and Jane Doe 1 and Jane Doe 2's Protective Motion Pursuant to Rule 15 to Amend Their Pleadings to Conform to Existing Evidence and to Add Jane Doe 3 and Jane Doe 4 as Petitioners ("Rule 15 Motion") (DE 311). Both motions are ripe for review. For the following reasons, the Court concludes that they should be denied.

I. Background

This is an action by two unnamed petitioners, Jane Doe 1 and Jane Doe 2, seeking to prosecute a claim under the Crime Victims' Rights Act (CVRA), 18 U.S.C. § 3771. (DE 1). Generally, they allege that the respondent Government violated their rights under the CVRA by failing to consult with them before negotiating a non-prosecution agreement with Jeffrey Epstein, who subjected them to various sexual crimes while they were minors. (Id.). Petitioners initiated this action in July 2008. (Id.).

On December 30, 2014, two other unnamed victims, Jane Doe 3 and Jane Doe 4, moved to join as petitioners in this action pursuant to Federal Rule of Civil Procedure 21. (DE 280). Petitioners (Jane Doe 1 and Jane Doe 2) support the Rule 21 Motion. (Id. at 11). Jane Doe 3 and Jane Doe 4 argue that they “have suffered the same violations of their rights under the [CVRA] as the” Petitioners, and they “desire to join in this action to vindicate their rights as well.” (Id. at 1). The Government vehemently opposes joinder under Rule 21. (DE 290). The Government argues that Rule 15 is the proper procedural device for adding parties to an action, not Rule 21. (Id. at 1).

“[O]ut of an abundance of caution,” Petitioners filed a motion to amend their petition under Rule 15, conforming the petition to the evidence and adding Jane Doe 3 and Jane Doe 4 as petitioners. (DE 311 at 2). The Government opposes the Rule 15 Motion as well. (DE 314). Among other things, the Government argues that amending the petition to include Jane Doe 3 and Jane Doe 4 should be denied because of their undue delay in seeking to join the proceedings, and the undue prejudice that amendment will cause. (Id.).

After considering the parties’ submissions and the proposed amended petition, the Court finds that justice does not require amendment in this instance and exercises its discretion to deny the amendment.

II. Discussion

“The decision whether to grant leave to amend a complaint is within the sole discretion of the district court.” Laurie v. Ala. Ct. Crim. Apps., 256 F.3d 1266, 1274 (11th Cir. 2001). “The court should freely give leave when justice so requires.” Fed. R. Civ. P. 15(a)(2). Justice does not require amendment in several instances, “includ[ing] undue delay, bad faith, dilatory motive

on the part of the movant, . . . undue prejudice to the opposing party by virtue of allowance of the amendment, [and] futility of amendment.”” Laurie, 256 F.3d at 1274 (quoting Foman v. Davis, 371 U.S. 178, 182 (1962)). In addition to considering the effect of amendment on the parties, the court must consider “the importance of the amendment on the proper determination of the merits of a dispute.” 6 Wright & Miller, Fed. Prac. & Fed. P. § 1488, p. 814 (3d ed. 2010). Justice does not require amendment where the addition of parties with duplicative claims will not materially advance the resolution of the litigation on the merits. See Herring v. Delta Air Lines, Inc., 894 F.2d 1020, 1024 (9th Cir. 1989).

A. Rule 21 Motion

Jane Doe 3 and Jane Doe 4’s first attempt to join in this proceeding was brought under Rule 21. (DE 280). “If parties seek to add a party under Rule 21, courts generally use the standard of Rule 15, governing amendments to pleadings, to determine whether to allow the addition.” 12 Wright & Miller, Fed. Prac. & Fed. P., p. 432 (3d ed. 2013); see also Galustian v. Peter, 591 F.3d 724, 729-30 (4th Cir. 2010) (collecting cases and noting that Rule 15(a) applies to amendments seeking to add parties); Frank v. U.S. West, Inc., 3 F.3d 1357, 1365 (10th Cir. 1993) (“A motion to add a party is governed by Fed. R. Civ. P. 15(a) . . . ”).

Rule 21, “Misjoinder and Non-joinder of Parties,” provides the court with a tool for correcting the “misjoinder” of parties that would otherwise result in dismissal. Fed. R. Civ. P. 21. Insofar as Rule 21 “relates to the addition of parties, it is intended to permit the bringing in of a person, who through inadvertence, mistake or for some other reason, had not been made a party and whose presence as a party is later found necessary or desirable.” United States v. Com. Bank of N. Am., 31 F.R.D. 133, 135 (S.D.N.Y. 1962) (internal quotation marks omitted).

In their Rule 21 Motion, Jane Doe 3 and Jane Doe 4 do not claim that they were omitted from this proceeding due to any “inadvertence” or “mistake” by Petitioners; rather, they seek to join this proceeding as parties that could have been permissively joined in the original petition under Rule 20 (“Permissive Joinder of Parties”). As courts generally use the standards of Rule 15 to evaluate such circumstances, the Court will consider the joinder issue as presented in the Rule 15 Motion.¹ The Court will consider the arguments presented in the Rule 21 Motion as if they are set forth in the Rule 15 Motion as well. Because the arguments are presented in the Rule 15 Motion (and because the Court is denying the Rule 15 Motion on its merits, as discussed below), the Rule 21 Motion will be denied.

The Court also concludes that portions of the Rule 21 Motion and related filings should be stricken from the record. Pending for this Court’s consideration is a Motion for Limited Intervention filed by Alan M. Dershowitz, who seeks to intervene to “strike the outrageous and impertinent allegations made against him and [to] request[] a show cause order to the attorneys that have made them.” (DE 282 at 1). The Court has considered Mr. Dershowitz’s arguments, but it finds that his intervention is unnecessary as Federal Rule of Civil Procedure 12(f) empowers the Court “on its own” to “strike from a pleading an insufficient defense or any redundant, immaterial, impertinent, or scandalous matter.” Fed. R. Civ. P. 12(f).

Petitioners’ Rule 21 Motion consists of relatively little argumentation regarding why the Court should permit them to join in this action: they argue that (1) they were sexually abused by

¹ The Court notes that, regardless of which motion it considers, the same standard governs the addition of parties under Rule 21 and Rule 15. See Goston v. Potter, No. 08-cv-478 FJS ATB, 2010 WL 4774238, at *5 (N.D.N.Y. 2010) (citing Bridgeport Music, Inc. v. Universal Music Grp., Inc., 248 F.R.D. 408, 412 (S.D.N.Y. 2008)).

Jeffrey Epstein, and (2) the Government violated their CVRA rights by concealing the non-prosecution agreement with them. (DE 280 at 3; see id. at 7-8). However, the bulk of the Rule 21 Motion consists of copious factual details that Jane Doe 3 and Jane Doe 4 “would prove” “[i]f allowed to join this action.” (Id. at 3, 7). Specifically, Jane Doe 3 proffers that she could prove the circumstances under which a non-party introduced her to Mr. Epstein, and how Mr. Epstein sexually trafficked her to several high-profile non-party individuals, “including numerous prominent American politicians, powerful business executives, foreign presidents, a well-known Prime Minister, and other world leaders.” (Id. at 3-6). She names several individuals, and she offers details about the type of sex acts performed and where they took place. (See id. at 5).²

At this juncture in the proceedings, these lurid details are unnecessary to the determination of whether Jane Doe 3 and Jane Doe 4 should be permitted to join Petitioners’ claim that the Government violated their rights under the CVRA. The factual details regarding with whom and where the Jane Does engaged in sexual activities are immaterial and impertinent to this central claim (i.e., that they were known victims of Mr. Epstein and the Government owed them CVRA duties), especially considering that these details involve non-parties who are not related to the respondent Government. These unnecessary details shall be stricken.

The original Rule 21 Motion (DE 279) shall be stricken in its entirety, as it is wholly superseded by the “corrected” version of the Rule 21 Motion (DE 280). From the corrected Rule 21 Motion, the Court shall strike all factual details regarding Jane Doe 3 between the following sentences: “The Government then concealed from Jane Doe #3 the existence of its NPA from

² Jane Doe 4’s proffer is limited to sexual acts between Mr. Epstein and herself. (See DE 280 at 7-8.)

Jane Doe #3, in violation of her rights under the CVRA” (id. at 3); and “The Government was well aware of Jane Doe #3 when it was negotiating the NPA, as it listed her as a victim in the attachment to the NPA” (id. at 6). As none of Jane Doe 4’s factual details relate to non-parties, the Court finds it unnecessary to strike the portion of the Rule 21 Motion related to her circumstances. Regarding the Declaration in support of Petitioners’ response to Mr. Dershowitz’s motion to intervene (DE 291-1), the Court shall strike paragraphs 4, 5, 7, 11, 13, 15, 19 through 53, and 59, as they contain impertinent details regarding non-parties. Regarding the Declaration of Jane Doe 3 in support of the Rule 21 Motion (DE 310-1), the Court shall strike paragraphs 7 through 12, 16, 39, and 49, as they contain impertinent details regarding non-parties. Jane Doe 3 is free to reassert these factual details through proper evidentiary proof, should Petitioners demonstrate a good faith basis for believing that such details are pertinent to a matter presented for the Court’s consideration.

As mentioned, Mr. Dershowitz moves to intervene “for the limited purposes of moving to strike the outrageous and impertinent allegations made against him and requesting a show cause order to the attorneys that have made them.” (DE 282 at 1). As the Court has taken it upon itself to strike the impertinent factual details from the Rule 21 Motion and related filings, the Court concludes that Mr. Derschowitz’s intervention in this case is unnecessary. Accordingly, his motion to intervene will be denied as moot.³ Regarding whether a show cause order should

³ This also moots Mr. Dershowitz’s Motion for Leave to File Supplemental Reply in Support of Motion for Limited Intervention. (DE 317). Denying Mr. Dershowitz’s motion to intervene also renders moot Petitioners’ motion (DE 292) to file a sealed document supporting its response to Mr. Dershowitz’s motion. It will accordingly be denied as moot, and DE 293 (the sealed response) will be stricken from the record.

issue, the Court finds that its action of striking the lurid details from Petitioners' submissions is sanction enough. However, the Court cautions that all counsel are subject to Rule 11's mandate that all submissions be presented for a proper purpose and factual contentions have evidentiary support, Fed. R. Civ. P. 11(b)(1) and (3), and that the Court may, on its own, strike from any pleading "any redundant, immaterial, impertinent, or scandalous matter," Fed. R. Civ. P. 12(f).

B. Rule 15 Motion

Between their two motions (the Rule 21 Motion and Rule 15 Motion), Jane Doe 3 and Jane Doe 4 assert that "they desire to join in this action to vindicate their rights [under the CVRA] as well." (DE 280 at 1). Although Petitioners already seek the invalidation of Mr. Epstein's non-prosecution agreement on behalf of all "other similarly-situated victims" (DE 189 at 1; DE 311 at 2, 12, 15, 18-19), Jane Doe 3 and Jane Doe 4 argue that they should be fellow travelers in this pursuit, lest they "be forced to file a separate suit raising their claims" resulting in "duplicative litigation" (DE 280 at 11). The Court finds that justice does not require adding new parties this late in the proceedings who will raise claims that are admittedly "duplicative" of the claims already presented by Petitioners.

The Does' submissions demonstrate that it is entirely unnecessary for Jane Doe 3 and Jane Doe 4 to proceed as parties in this action, rather than as fact witnesses available to offer relevant, admissible, and non-cumulative testimony. (See, e.g., DE 280 at 2 (Jane Doe 3 and Jane Doe 4 "are in many respects similarly situated to the current victims"), 9 ("The new victims will establish at trial that the Government violated their CVRA rights in the same way as it violated the rights of the other victims."), 10 (Jane Doe 3 and Jane Doe 4 "will simply join in motions that the current victims were going to file in any event."), 11 (litigating Jane Doe 3 and

Jane Doe 4's claims would be "duplicative"); DE 298 at 1 n.1 ("As promised . . . Jane Doe No. 3 and Jane Doe No. 4 do not seek to expand the number of pleadings filed in this case. If allowed to join this action, they would simply support the pleadings already being filed by Jane Doe No. 1 and Jane Doe No. 2."); DE 311 at 5 n.3 ("[A]ll four victims (represented by the same legal counsel) intend to coordinate efforts and avoid duplicative pleadings."), 15 (Jane Doe 3 and Jane Doe 4 "challenge the same secret agreement i.e., the NPA that the Government executed with Epstein and then concealed from the victims. This is made clear by the proposed amendment itself, in which all four victims simply allege the same general facts.")). As the Does argue at length in their Rule 15 Motion, Jane Doe 1's original petition "specifically allege[s] that the Government was violating not only her rights but the rights of other similarly-situated victims." (DE 311 at 2). The Court fails to see why the addition of "other similarly-situated victims" is now necessary to "vindicate their rights as well." (DE 280 at 1).

Of course, Jane Doe 3 and Jane Doe 4 can participate in this litigated effort to vindicate the rights of similarly situated victims there is no requirement that the evidentiary proof submitted in this case come only from the named parties. Petitioners point out as much, noting that, regardless of whether this Court grants the Rule 15 Motion, "they will call Jane Doe No. 3 as a witness at any trial." (DE 311 at 17 n.7). The necessary "participation" of Jane Doe 3 and Jane Doe 4 in this case can be satisfied by offering their properly supported and relevant, admissible, and non-cumulative testimony as needed, whether through testimony at trial (see DE 280 at 9) or affidavits submitted to support the relevancy of discovery requests⁴ (see

⁴ The non-party Jane Does clearly understand how to submit affidavits. (See DEs 291-1, 310-1).

id. at 10). Petitioners do not contend that Jane Doe 3 and Jane Doe 4’s “participation in this case” can only be achieved by listing them as parties.

As it stands under the original petition, the merits of this case will be decided based on a determination of whether the Government violated the rights of Jane Doe 1, Jane Doe 2, and all “other similarly situated victims” under the CVRA. Jane Doe 3 and Jane Doe 4 may offer relevant, admissible, and non-cumulative evidence that advances that determination, but their participation as listed parties is not necessary in that regard. See Herring, 894 F.2d at 1024 (District court did not abuse its discretion by denying amendment where “addition of more plaintiffs . . . would not have affected the issues underlying the grant of summary judgment.”); cf. Arthur v. Stern, 2008 WL 2620116, at *7 (S.D. Tex. 2008) (Under Rule 15, “courts have held that leave to amend to assert a claim already at issue in [another lawsuit] should not be granted if the same parties are involved, the same substantive claim is raised, and the same relief is sought.”)⁵ And, as to Jane Doe 4 at least, adding her as a party raises unnecessary questions about whether she is a proper party to this action.⁶

Petitioners also admit that amending the petition to conform to the evidence – by including references to the non-prosecution agreement itself – is “unnecessary” as the “existing petition is broad enough to cover the developing evidence in this case.” (DE 311). The Court

⁵ The Court expresses no opinion at this time whether any of the attestations made by Jane Doe 3 and Jane Doe 4 in support of their motion will be relevant, admissible, and non-cumulative.

⁶ The Government contends that Jane Doe 4 is not a true “victim” in this case because she was not known at the time the Government negotiated the non-prosecution agreement, and accordingly she was not entitled to notification rights under the CVRA. (See DE 290 at 10). Any “duplicative” litigation filed by Jane Doe 4 would necessarily raise the issue of whether she has standing under the CVRA under these circumstances.

agrees, and it concludes that justice does not require amending the petition this late in the proceedings.

III. Conclusion

Accordingly, it is hereby **ORDERED AND ADJUDGED** as follows: the Rule 21 Motion (DE 280) is **DENIED**; the Rule 15 Motion (DE 311) is **DENIED**; Intervenor Dershowitz's Motion for Limited Intervention (DE 282) and Motion for Leave to File Supplemental Reply in Support of Motion for Limited Intervention (DE 317) are **DENIED AS MOOT**; Petitioners' Motion to Seal (DE 292) is **DENIED AS MOOT**; the following materials are hereby **STRICKEN** from the record:

- DE 279, in its entirety.
- DE 280, all sentences between the following sentences: "The Government then concealed from Jane Doe #3 the existence of its NPA from Jane Doe #3, in violation of her rights under the CVRA" (DE 280 at 3); and "The Government was well aware of Jane Doe #3 when it was negotiating the NPA, as it listed her as a victim in the attachment to the NPA" (DE 280 at 6).
- DE 291-1, paragraphs 4, 5, 7, 11, 13, 15, 19 through 53, and 59.
- DE 310-1, paragraphs 7 through 12, 16, 39, and 49.
- DE 293, in its entirety.

DONE AND ORDERED in chambers at West Palm Beach, Palm Beach County, Florida, this 6th day of April, 2015.



KENNETH A. MARRA
United States District Judge

EXHIBIT F

From: <ross@acuityreputation.com>
Date: 2 January 2015 at 20:38
Subject: Ghislaine Maxwell
To: Rossacuity Gow <ross@acuityreputation.com>
bcc: martin.robinson@mailonline.co.uk,
P.Peachey@independent.co.uk,
nick.sommerlad@mirror.co.uk,
david.brown@thetimes.co.uk,
nick.alway@bbc.co.uk,
jo-anne.pugh@bbc.co.uk

To Whom It May Concern,
Please find attached a quotable statement on behalf of Ms Maxwell.

No further communication will be provided by her on this matter.
Thanks for your understanding.

Best
Ross

Ross Gow
ACUITY Reputation

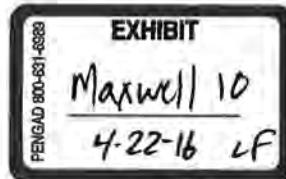
Jane Doe 3 is Virginia Roberts - so not a new individual. The allegations made by Victoria Roberts against Ghislaine Maxwell are untrue. The original allegations are not new and have been fully responded to and shown to be untrue.

Each time the story is re told it changes with new salacious details about public figures and world leaders and now it is alleged by Ms Roberts that Alan Derschowitz is involved in having sexual relations with her, which he denies.

Ms Roberts claims are obvious lies and should be treated as such and not publicised as news, as they are defamatory.

Ghislaine Maxwell's original response to the lies and defamatory claims remains the same. Maxwell strongly denies allegations of an unsavoury nature, which have appeared in the British press and elsewhere and reserves her right to seek redress at the repetition of such old defamatory claims.

Sent from my BlackBerry® wireless device



GM_00068

EXHIBIT G

ROSS NEIL SUTHERLAND GOW - 11/18/2016

1 IN THE HIGH COURT OF JUSTICE
2 QUEEN'S BENCH DIVISION

3 Claim No. CR 2016-624

4 BETWEEN:

5 VIRGINIA L. GIUFFRE
6 Applicant,
- and -

7 ROSS GOW,
8 Respondent.

9 AND:

10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF NEW YORK

12 Virginia L. Giuffre,
13 Plaintiff,

14 v.)
15 Ghislaine Maxwell,)
16 Defendant.)

Case No. 15-cv-07433-RWS

17 Friday, November 18, 2016

18 AT: 8:27 a.m.

19 Taken at:

20
21 Essex Chambers 29,
22 81 Chancery Lane,
23 London, UK, WC2A 1DD

24 Court Reporter: Lisa Barrett, Accredited Real-time
25 Reporter

ROSS NEIL SUTHERLAND GOW - 11/18/2016

Page 2

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6

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(witness):

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30 Finsbury Circus, London
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19

20 Examiner:

21 ALLEN DYER,
22 4 Pump Court
Temple, London, EC4Y 7AN
DX 303 LDE

23

24

25

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3	ROSS NEIL SUTHERLAND GOW (sworn)	10	
4	Examination by Ms. Schultz	10	
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6	Re-examination by Ms. Schultz	119	
7			
E X H I B I T I N D E X			
	No.	Description	Page
10	1	Consent Order before Master Fontaine	11
11	2	Email from ross@acuityreputation.com to Ross@acuity.com, bcc: Martin.robinson@mailonline.co.uk, P.Peachy@independant.co.uk, Nick.sommerland@mirror.co.uk, david.brown@thetimes.co.uk, Nick.alway@bbc.co.uk, Jo-anne.pugh@bbc.co.uk, dated 2 January 2015,	13
20		Bates No. GM_00068	
21	3	Email from James Ball to Ross Gow, dated 1 January 2015, Bates No. RG(UK)_000002	30
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3	4	Email from Ross Gow to G Max, cc Brian Basham, dated January 2, 2015, Bates No. GM_01043-44	35
6	5	Email from ross@acuityreputation.com, to G Max, sent Friday, January 2, 2015, Fw: The Times - David Brown, Bates No. GM_01038-39	37
10	6	Email from ross@acuityreputation.com to G Max, sent Friday, January 2, 2015, Subject: Agreed copy, Bates Nos. GM_01036-37	38
14	7	Email from ross@acuityreputation.com to G Max, sent Friday, January 2, 2015, Subject: Re: Agreed copy, Bates No. GM_01040-01041	40
18	8	Email from ross@acuityreputation.com , dated Friday, January 2, 2015, To: G Max, Bates No. GM_01042	42
21	9	Email from ross@acuityreputation.com, dated 2 January 2015, To: G Max gmax1@ellmax.com, Cc: Philip Barden, philip.barden@devonshires.co.uk, Bates Nos. RG(UK) _00009	44

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1	E X H I B I T I N D E X		
2	No.	Description	Page
3	10	Email from gmax1@ellmax.com, sent: Saturday January 10, 2015, To Philip Barden; Ross Gow, Bates GM_01060-68	50
4	11	Email chain, latest in time from G Maxwell to J Jep, sent Sunday, January 11, 2015, Bates Nos. GM_01069-72	54
5	12	Email chain, latest in time from E Jeffrey jeevacation@gmail.com, dated Sunday, January 11, 2015, 7:15 a.m., to G Maxwell, Bates Nos. GM_01076-77	60
6	13	Email chain, latest in time from Jeffrey E jeevacation@gmail.com, sent Wednesday, January 21, 2015 4:47 p.m. To: G Maxwell, Bates Nos. GM_01088-90	65
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E X H I B I T I N D E X			
	No.	Description	Page
14	14	Email chain, latest in time from Nick Sommerlad, dated 2 January 2015, 21:45, To ross@acuityreputation.com Bates Nos. RG(UK) _ 000004, one page	68
15	15	Email from Ross Gow dated Saturday, 3 January 2015, To David Mercer, Bates Nos. RG(UK) _000005-08	71
16	16	Email string from Ross Gow to G Max; Philip Barden, dated Tues, February 24, 2015, Bates Nos. GM_00577 - one page	73
17	17	Email from G Maxwell to Ross Gow, dated Thurs February 26, 2015, Bates Nos. GM_00578	75
18	18	Email from Ross Gow to G Maxwell, dated Thursday, February 26, 2015, Bates Nos. GM_00579	77
19	19	Email from Ross Gow to G Max; Philip Barden, dated Wednesday, April 8, 2015, Bates Nos. GM_00580	78
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1

E X H I B I T I N D E X

2

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4 20	Email from G Max to Ross Gow; Philip Barden, dated Wednesday, May 6, 2015, Bates Nos. GM_0058384	79
7 21	Email chain, latest in time from Ross Gow to G Maxwell; Philip Barden, dated Wednesday, May 6, 2015, Bates Nos. GM_00585-587	81
11 22	Email from Ross Gow to Scott Adam, dated Wednesday, May 6, 2015, Bates No. GM_00589-590	82
14 23	Website print out Bates No. GUIFFRE008453	82
16 24	Website printout, Bates Nos. GUIFFRE008454-455 - two pages	93
18 25	Email from Ross Gow to G Max, Philip Barden, Bates Nos. GM_00594	100
20 26	Website screenshot printout of Acuity Reputation - two pages	109
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1

P R O C E E D I N G S

2

THE VIDEOGRAPHER: Here begins video card
number 1, volume I, in the video deposition of Ross Gow.

4

This is taken in the matter of Virginia Guiffre
and Ross Gow. This is being heard in the High Court of
Justice, Queen's Bench Division, Senior Master, claim
number CR-21016-624.

8

Today's date is November 18, 2016. The time on
the video screen is 08:26 a.m., local time in London.

10

The video operator today is Phillip Hill from
DTI Court Reporting Solutions.

12

The court reporter is Lisa Barrett from DTI
Court Reporting Solutions.

14

This video deposition is taking place at the
Essex Chambers in London.

16

I will now hand over the proceedings to the
Examiner. Thank you, sir.

18

MR. DYER: Would counsel or lawyers present,
please identify themselves for the record, first?

20

MS. SCHULTZ: I'm Meredith Schultz from Boise
Schiller and Flexner LLP, appearing for the Plaintiff,
Ms. Virginia Guiffre. With me is my colleague, David
Turner, also from Boies, Schiller and Flexner LLP.

24

MS. MENNINGER: I'm Laura Menninger from
Haddon, Morgan and Foreman on behalf of Ghislaine

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1	worse objection, or worse grounds for me.	08:56:26
2	MR. DYER: I think questions of payment do not	08:56:28
3	fall within the scope.	08:56:30
4	BY MS. SCHULTZ:	08:56:38
5	Q. Okay. Are you currently retained by Ms.	08:56:38
6	Maxwell for professional services.	08:56:39
7	A. If I could go back to my previous answer, Ms.	08:56:42
8	Maxwell is a project client, and it's on a day rate. If	08:56:46
9	-- so, for the sake of argument between 2nd of	08:56:55
10	January 2015 and the 1st of February 2016 we were quite	08:56:57
11	busy answering these incoming calls, so there was quite a	08:57:03
12	lot of work at that point in time. Recently there's been	08:57:06
13	no work. There's been no need because the press activity	08:57:08
14	has died down, our function is somewhat redundant.	08:57:12
15	Q. Can you estimate the last time that you worked	08:57:15
16	on this account at your day rate?	08:57:17
17	A. It would have been in 2015. Probably April,	08:57:30
18	May, something like that. No invoices, no -- no payment	08:57:35
19	in 2016 from my recollection.	08:57:41
20	BY MS. SCHULTZ:	08:57:47
21	Q. Mr. Gow, I'm going to hand you another	08:57:47
22	document.	08:57:49
23	(Exhibit 3 was marked for identification.)	08:30:48
24	MS. SCHULTZ: Point of procedure: I have only	08:58:09
25	three copies of these documents for each of the	08:58:11

ROSS NEIL SUTHERLAND GOW - 11/18/2016

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1 remaining, so... 08:58:14
2 I've marked as Exhibit 3 RG(UK) _00002. Do you 08:58:15
3 recognize this email? 08:58:47
4 A. I do. 08:58:48
5 Q. Did you receive this email? 08:58:49
6 A. I did, on the -- on New Year's Day 2015. 08:58:50
7 Q. Did you contact Ms. Maxwell after receiving 08:58:57
8 this email? 08:58:58
9 A. I did. 08:58:59
10 Q. Did you make any response to Mr. Ball in any 08:59:19
11 form? 08:59:22
12 A. I did. 08:59:22
13 Q. Can you tell me what you -- what response you 08:59:25
14 made? 08:59:26
15 A. Well, the response to Mr. Ball was part of a 08:59:27
16 series of responses having spoken to my client within 24 08:59:33
17 hours or so, we got back to Mr. Ball with an agreed 08:59:41
18 statement which went out to a number of media. 08:59:44
19 Q. When you say "agreed statement" can you tell me 08:59:50
20 more about what you mean? Who agreed to the statement? 08:59:52
21 A. I need to give you some context, if I may, 08:59:58
22 about that statement. 09:00:01
23 So, this is on New Year's Day. I was 09:00:02
24 in France so the email time here of 21:46, in French 09:00:04
25 time was 22:46, and I was getting up early the next 09:00:10

ROSS NEIL SUTHERLAND GOW - 11/18/2016

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1	morning to drive my family back from the south of	09:00:14
2	France to England, which is a 14-hour journey, door to	09:00:17
3	door. So on the morning of the 2nd of January,	09:00:22
4	bearing in mind that Ms. Maxwell, I think was in New	09:00:26
5	York then, she was five hours behind, so there was	09:00:28
6	quite a lot of, sort of time difference between the	09:00:30
7	various countries here, I sent her an email, I	09:00:35
8	believe, saying -- parsing this -- forwarding this	09:00:38
9	email to her saying "How do you wish to proceed?" And	09:00:41
10	then I was on the telephone -- I had two telephones in	09:00:45
11	the car, I received in excess of 30 phone calls from	09:00:50
12	various media outlets on the 2nd of January, all	09:00:54
13	asking for information about how Ms. Maxwell was	09:01:00
14	looking to respond to the latest court filings, which	09:01:04
15	were filed on the 30th of December as I understand.	09:01:10
16	And by close -- towards close of play	09:01:13
17	on the 2nd, I received an email forwarded by	09:01:16
18	Ms. Maxwell, containing a draft statement which my	09:01:33
19	understanding was the majority of which had been	09:01:36
20	drafted by Mr. Barden with a header along the lines of	09:01:39
21	"This is the agreed statement." At close of play on	09:01:44
22	the 2nd.	09:01:48
23	So I -- I was -- I had gone under the	09:01:50
24	Channel Tunnel and I was sitting on the other side and	09:01:54
25	that email, which my understanding was that it had	09:01:57

ROSS NEIL SUTHERLAND GOW - 11/18/2016

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1	been signed off by the client, effectively, was then	09:02:01
2	sent out to a number of media, including Mr. Ball and	09:02:05
3	various other UK newspapers.	09:02:09
4	Q. Mr. Gow, when you say "end of play" and "close	09:02:12
5	of play," are you referring to sending the email that's	09:02:15
6	Exhibit 2?	09:02:18
7	A. Yes, I am.	09:02:24
8	MR. DYER: My understanding is that it went to	09:02:29
9	people other than those listed?	09:02:30
10	THE WITNESS: Yes, that is --	09:02:32
11	MR. DYER: Just a sample.	09:02:34
12	THE WITNESS: That is a sample. Everyone who	09:02:35
13	effectively -- well, the detail on this, I was driving,	09:02:37
14	so my eldest son in the back had my BlackBerry and was	09:02:40
15	trying to capture -- it was a pretty chaotic day.	09:02:43
16	Most people in the UK were on holiday. In fact,	09:02:48
17	it was a holiday weekend, our office was closed, my PA was	09:02:50
18	on holiday, so my son was basically doing an internship in	09:02:54
19	the back of the car, downloading the names of the callers	09:02:58
20	from various media outlets and -- so we had a list of	09:03:02
21	those so when I got to the car park, at the end of the	09:03:05
22	Eurotunnel thing in the UK, I had numerous names, so the	09:03:09
23	email went out to a wide range of people.	09:03:14
24	But the 30 or so calls I had is an aggregate	09:03:17
25	number, so there might have been five calls from the BBC	09:03:20

1	from different people so they -- the BBC would only write	09:03:24
2	one story, there wouldn't be five versions of it, so 30 is	09:03:27
3	an aggregate number.	09:03:31
4	BY MS. SCHULTZ:	09:03:34
5	Q. Okay. Looking again at Exhibit 2, could you	09:03:35
6	please review the individuals or email addresses of	09:03:37
7	the -- listed in the "To" and "bcc" portion?	09:03:41
8	A. Yep.	09:03:50
9	Q. Did you send this written statement to any	09:03:51
10	other individuals or entities who are not listed in that	09:03:53
11	portion?	09:03:57
12	A. Within -- within 24 hours of this, yes, a wider	09:03:58
13	range of people, definitely.	09:04:03
14	This was the initial -- these are the	09:04:05
15	most pressing ones, who said they were going to write	09:04:07
16	a story whether they had -- if I could just explain a	09:04:10
17	bit more context again in the world of PR. When you	09:04:13
18	are in the field you're engaged and you've just --	09:04:16
19	you've got to prioritize who you spoke to and whoever	09:04:19
20	shouts the loudest usually gets responded to first.	09:04:22
21	So the reason there are two BBC people	09:04:25
22	there for instance, is there's BBC broadcast radio,	09:04:27
23	and BBC TV, and they were coming at -- from different	09:04:30
24	angles for different stories, but there was a certain	09:04:35
25	sense of urgency and immediacy. So the half a dozen	09:04:38

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1 or so here were the ones that we prioritized to deal 09:04:44
 2 with that night because they were publishing the next 09:04:46
 3 day or -- or thereabouts, but for instance we also 09:04:49
 4 spoke to the Daily Express. I can't remember the name 09:04:52
 5 of the gentleman there, or the lady, but I remember 09:04:56
 6 that was early the next morning when we got on to 09:04:58
 7 other channels. 09:05:04

8 Q. So you sent this statement to additional 09:05:06
 9 individuals on January 3rd? 09:05:09

10 A. Not just on January 3rd. I mean, as we had an 09:05:13
 11 agreed statement there, and I do recall there is a typo 09:05:16
 12 in this which is "Virginia" and "Victoria" -- there was a 09:05:20
 13 transposition there. So the original email went out with 09:05:24
 14 the typo because that was taken from the -- the statement 09:05:28
 15 that I believe Mr. Barden was broadly the architect of, 09:05:35
 16 but forwarded by Ms. Maxwell. So I just -- I took that 09:05:42
 17 as a verbatim statement and sent it out. I re-read it in 09:05:45
 18 the calm light of day the next morning. There was at 09:05:50
 19 least one typo in it so I changed that and reached out, 09:05:52
 20 again, to these people, updating the typo and sent it out 09:05:57
 21 to additional people. 09:06:07

22 BY MS. SCHULTZ: 09:06:09

23 Q. Mr. Gow, I'm going to hand you another 09:06:15
 24 document. I'm going to mark this as Exhibit 4. 09:06:17

25 (Exhibit 4 was marked for identification.) 09:06:26

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1	BY MS. SCHULTZ:	09:06:28
2	Q. This is a document that is Bates labeled	09:06:31
3	GM_01043.	09:06:34
4	A. Thank you.	09:06:38
5	Q. The top email on this document says "From: Ross	09:06:59
6	Gow." Did you send this email?	09:07:02
7	A. I believe I did, yes.	09:07:07
8	Q. Did you send it to Ms. Maxwell?	09:07:08
9	A. Yes.	09:07:09
10	Q. In the "To" field, when it says "G Max," do you	09:07:11
11	recognize that to be Ms. Maxwell's email address?	09:07:18
12	A. Yes.	09:07:23
13	Q. In the second paragraph of this email it	09:07:37
14	states:	09:07:39
15	"Please advise how you wish to handle this." [As	09:07:40
16	read]	09:07:43
17	Did you receive a response from Ms. Maxwell?	09:07:43
18	A. Bearing in mind I was driving all that day, I	09:07:47
19	can't recall what the exact response was but from memory,	09:07:52
20	it was along the lines of she would get back to me with	09:07:57
21	how she wished to proceed.	09:08:03
22	BY MS. SCHULTZ:	09:08:04
23	Q. Okay.	09:08:25
24	Mr. Gow, I'm going to hand you another	09:08:26
25	document. I'm going to mark it as Exhibit 5.	09:08:27

1 had existing authorization to make statements on 11:39:08
 2 Ms. Maxwell's behalf due to the reauthorization 11:39:11
 3 letter; is that correct? 11:39:14

4 A. I believe that from the 2nd of January 2015, 11:39:15
 5 I had an ongoing re-established authority to represent 11:39:20
 6 her, within the parameters of the 2011, 2015 press 11:39:23
 7 releases, there or thereabouts. 11:39:30

8 MS. SCHULTZ: Mr. Dyer, I have no further 11:39:35
 9 questions. 11:39:36

10 MR. DYER: Thank you. That concludes your 11:39:38
 11 deposition. 11:39:39

12 THE WITNESS: Thank you, sir. 11:39:40

13 MR. DYER: Thank you very much. 11:39:41

14 THE VIDEOGRAPHER: Going off the record, the 11:39:40
 15 time is 11:39. End of video card number 3, volume I, and 11:39:41
 16 end of the video deposition of Ross Gow.

17 (Whereupon, the deposition concluded at 11:39 11:39:40
 18 a.m.) 11:39:41

20 *Caem (R)*
 21

22 Lisa Barrett, RPR, CRR, CRC, CSR
 23 Certified Real-time Court Reporter
 24
 25

ROSS NEIL SUTHERLAND GOW - 11/18/2016

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1 Subscribed and sworn to before me this
2 20th day of November, 2016.

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Draft Only

ROSS NEIL SUTHERLAND GOW - 11/18/2016

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CERTIFICATE OF DEPONENT

2

3 I, ROSS NEIL SUTHERLAND GOW, hereby certify that I
4 have read the foregoing pages, numbered 1 through 122
5 of my deposition of testimony taken in these
6 proceedings on this 18th day of November, 2016 and
7 with the exception of the changes listed on the next.
8 page and/or corrections, if any, find them to be
9 a true and accurate transcription thereof.

10

11 Signed:

12 Name: ROSS NEIL SUTHERLAND GOW

13 Date:

14

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ROSS NEIL SUTHERLAND GOW - 11/18/2016

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1

CERTIFICATE OF EXAMINER

2

I, ALLEN DYER, of 4 Pump Court
Temple, London, EC4Y 7AN DX 303 LDE have been
appointed as Examiner herein pursuant to an Order of
Master Fontaine dated 29 September 2016. It has been
agreed by all parties herein that the evidence of the
witness, ROSS NEIL SUTHERLAND GOW, should be taken
down in shorthand and that the transcript of the said
notes of evidence should be deemed to be the
deposition of the said witness.

11

I certify that, the oath having been duly
administered, the witness has been examined pursuant
to the said order. The pages of transcript annexed
hereto were furnished to me by DTI, Lisa Barrett,
Accredited Real-time Reporter, as containing the
transcript of the notes of the evidence of the witness
pursuant to the order.

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ROSS NEIL SUTHERLAND GOW - 11/18/2016

Page 126

1

CERTIFICATE OF DEPONENT

2

3 I, Ross Neil Sutherland Gow, hereby certify that I
4 have read the foregoing pages, numbered 1 through 122,
5 of my video deposition of testimony taken in these
proceedings on this 18th day of November, 2016 and,
with the exception of the changes listed on the next
page and/or corrections, if any, find them to be a
true and accurate transcription thereof.

7

8

9

Signed:

10 Name: Ross Neil Sutherland Gow

11 Date:

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ROSS NEIL SUTHERLAND GOW - 11/18/2016

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1 CERTIFICATE OF COURT REPORTER

2

3 I, Lisa M. Barrett, an Accredited Real-time Reporter,
4 hereby certify that the testimony of the witness Ross
5 Neil Sutherland Gow in the foregoing transcript,
6 numbered pages 1 through 122, taken on this 18th day
7 of November, 2016 was recorded by me in machine
8 shorthand and was thereafter transcribed by me; and
9 that the foregoing transcript is a true and accurate
10 verbatim record of the said testimony.

11

12

13 I further certify that I am not a relative, employee,
14 counsel or financially involved with any of the
15 parties to the within cause, nor am I an employee or
16 relative of any counsel for the parties, nor am I, in
17 any way, interested in the outcome of the within
18 cause.

19

20

Caelum (W)

21 Signed:

22 Name: Lisa M. Barrett, RPR, CRR, CRC, CSR

23 Date: November 30th 2016

24

25

----- Forwarded message -----
From: James Ball <james.ball@theguardian.com>
Date: 1 January 2015 at 21:46
Subject: URGENT – Ghislaine Maxwell
To: ross@acuityreputation.com

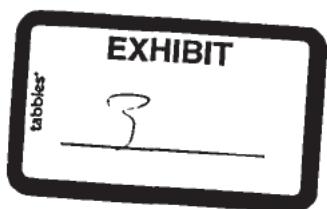
Dear Ross,

I'm writing to you as you have in the past represented Ghislaine Maxwell. As you are no doubt aware, fresh allegations have been levelled against Ms Maxwell in new US court filings made in Florida on 30 December, which some outlets have already been reported.

I would urgently seek any comment on behalf of your client, or notification of her new representation if you no longer act for her.

Many thanks for your help,
James

Draft Only



From: Ross Gow <ross@acuityreputation.com>
Sent: Friday, January 02, 2015 1:07 AM
To: G Max
Cc: Brian Basham
Subject: Fwd: URGENT – Ghislaine Maxwell

Hi Ghislaine

James Ball, investigative reporter for The Guardian, who reports on US stories, has made contact, as per below.

Please advise how you wish to handle this. I am driving all day today, but can be contacted on +44 (0) 7778 755 251

Best
Ross

----- Forwarded message -----

From: James Ball <james.ball@theguardian.com>
Date: Thursday, January 1, 2015
Subject: URGENT – Ghislaine Maxwell
To: ross@acuityreputation.com

Dear Ross,

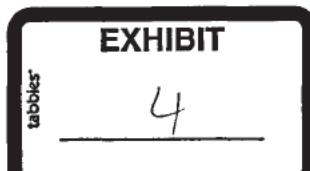
I'm writing to you as you have in the past represented Ghislaine Maxwell. As you are no doubt aware, fresh allegations have been levelled against Ms Maxwell in new US court filings made in Florida on 30 December, which some outlets have already been reported.

I would urgently seek any comment on behalf of your client, or notification of her new representation if you no longer act for her.

Many thanks for your help,
James

--
James Ball, Special Projects Editor, +44 203 353 203, +44 7540 825 494, [@theguardian.com](mailto:jamesball),

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EXHIBIT H

This document is CONFIDENTIAL under the Court's Protective Order (DE 62)

**United States District Court
Southern District of New York**

Virginia L. Giuffre,

Plaintiff,

Case No.: 15-cv-07433-RWS

v.

Ghislaine Maxwell,

Defendant.

/

PLAINTIFF'S RESPONSES AND OBJECTIONS TO DEFENDANT'S SECOND REQUEST FOR PRODUCTION AND DEFENDANT'S INTERROGATORIES, PLAINTIFF'S ANSWERS TO DEFENDANT'S REQUESTS FOR ADMISSION

Pursuant to Federal Rules of Civil Procedure 26, 33, 34, Plaintiff hereby serves her responses and objections to Defendant's Second Set of Discovery Requests and serves her Answers to Defendant's Requests for Admission.

GENERAL OBJECTIONS

Defendant's Discovery Requests violate Rule 33, Fed. R. Civ. P., which provides "a party may serve on any other party no more than 25 interrogatories, including all discrete subparts" – in that Defendant has served a total of 59 interrogatories in this case, including subparts, in violation of Rule 33.

Ms. Giuffre objects to Defendant's Second Set of Discovery Requests to the extent they seek information that is protected by any applicable privilege, including but not limited to, attorney client privilege, work product privilege, joint defense privilege, public interest privilege, and any other applicable privilege.

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on hundreds (if not thousands) of matters, and collectively have well over 100 years of combined practice experience. Accordingly, a request that each of these attorneys list *all communications with the media* is facially overbroad.

Additionally, Ms. Giuffre objects to this Interrogatory because a response would cause Ms. Giuffre the incredible and undue burden of having to catalogue literally hundreds of communications that she has already produced in this case.

Moreover, Ms. Giuffre objects because this interrogatory calls for the production of documents that are irrelevant to this action and not reasonably calculated to lead to the discovery of admissible evidence. Communications with the media regarding cases that bear no relation to the subject matter of this case, from decades in the past, are facially invalid and not calculated to lead to the discovery of admissible evidence.

Ms. Giuffre additionally objects to the extent that this interrogatory seeks the communications of her attorneys, any author, reporter, correspondent, columnist, writer, commentator, investigative journalist, photojournalist, newspaper person, freelance reporter, stringer, or any other employee of any media organization or independent consultant as such interrogatory is overly broad and unduly burdensome. Furthermore, Ms. Giuffre is not obligated to produce anything currently in the possession of Defendant Maxwell or her attorneys.

Notwithstanding such objections, Ms. Giuffre has already produced her responsive communications, which are found in documents Bates labelled GIUFFRE000001 to GIUFFRE007566.

6. Identify any “false statements” attributed to Ghislaine Maxwell which were “published globally, including within the Southern District of New York” as You contend in paragraph 9 of Count I of Your Complaint, including:

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- a. the exact false statement;
- b. the date of its publication;
- c. the publishing entity and title of any publication containing the purportedly false statement;
- d. the URL or internet address for any internet version of such publication; and the nature of the publication, whether in print, internet, broadcast or some other form of media.

Response to Interrogatory No. 6:

Ms. Giuffre objects because the information interrogatory above *is in the possession of Defendant* who has failed to comply with her production obligations in this matter, and has failed to comply with her production obligations with this very subject matter. *See Document Request No. 17 from Ms. Giuffre's Second Request for Production of Documents to Defendant Ghislaine Maxwell.*¹ Maxwell has not produced all "URL or Internet addresses for any internet version of such publication" that she directed her agent, Ross Gow, to send.

¹ Request No. 17 stated: Produce all documents concerning any statement made by You or on Your behalf to the press or any other group or individual, including draft statements, concerning Ms. Giuffre, by You, Ross Gow, or any other individual, from 2005 to the present, including the dates of any publications, and if published online, the Uniform Resource Identifier (URL) address. In response, Defendant stated: "Ms. Maxwell objects to this Request on the grounds that it is cumulative and duplicative. Ms. Maxwell also objects to this Request to the extent it calls for information that exists within the public domain, the internet or in public court records and which are equally available to both parties and can be obtained from some other source that is more convenient, less burdensome, and less expensive. Ms. Maxwell further objects to this Request to the extent it seeks documents or information protected by the attorney/client privilege, the work-product doctrine, or any other applicable privilege. Ms. Maxwell is not producing documents that are available in the public domain. Ms. Maxwell has been unable to locate any additional documents responsive to this Request."

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Ms. Giuffre further objects because the information requested above *is in the possession of Defendant's agent*, who caused the false statements to be issued to various media outlets. Ms. Giuffre has not had the opportunity to depose Maxwell's agent Ross Gow; therefore, this answer remains incomplete. Consequently, Ms. Giuffre reserves the right to modify and/or supplement her responses, as information is largely in the possession of the Defendant and her agent.

Ms. Giuffre objects to this interrogatory in that it violates Rule 33 as its subparts, in combination with the other interrogatories, exceed the allowable twenty-five interrogatories. Ms. Giuffre objects to this request because it is in the public domain. Ms. Giuffre also objects in that it seeks information protected by the attorney-client/work product privilege, and any other applicable privilege stated in the General Objections.

Notwithstanding such objections, Ms. Giuffre has already produced documents responsive to this request; Bates labelled GIUFFRE000001 to GIUFFRE007566, and supplements such responsive documents with the following list of publications. While the identification of an exhaustive responsive list would be unduly burdensome, in an effort to make a good faith effort towards compliance, Ms. Giuffre provides the following examples, which are incomplete based on the aforementioned reasons:

Date	Nature	Publishing Entity	Statement/URL
January 2, 2015	Internet	Ross Gow	<p>Jane Doe 3 is Virginia Roberts - so not a new individual. The allegations made by Victoria Roberts against Ghislaine Maxwell are untrue. The original allegations are not new and have been fully responded to and shown to be untrue.</p> <p>Each time the story is re told it changes with new salacious details about public figures and world leaders and now it is alleged by Ms. Roberts that Alan Dershowitz is involved in having sexual relations with her, which he denies.</p> <p>Ms. Roberts's claims are obvious lies and should be treated as such and not publicized as news, as they are defamatory.</p> <p>Ghislaine Maxwell's original response to the lies and defamatory claims remains the same. Maxwell strongly denies allegations of an unsavoury nature, which have appeared in the British press and elsewhere and reserves her right to seek redress at</p>

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			the repetition of such old defamatory claims.
Januar y 3, 2015	Internet	Telegrap h	http://www.telegraph.co.uk/news/uknews/theroyalfamily/11323872/Prince-Andrew-denies-having-relations-with-sex-slave-girl.html
Januar y 4, 2015	Internet	Express	http://www.express.co.uk/news/world/550085/Ghislaine-Maxwell-Jeffrey-Epstein-not-madam-paedophile-Florida-court-case-Prince-Andrew
Januar y 3, 2015	Internet	Daily Mail	http://www.dailymail.co.uk/news/article-2895366/Prince-Andrew-lobbied-government-easy-Jeffrey-Epstein-Palace-denies-claims-royal-tried-use-influence-help-billionaire-paedophile-2008-police-probe.html
Januar y 3, 2015	Internet	Huffingt on Post	http://www.huffingtonpost.co.uk/2015/01/03/duke-of-york-sex-abuse-claims_n_6409508.html
Januar y 4, 2015	Internet	Jewish News Online	http://www.jewishnews.co.uk/dershowitz-nothing-prince-andrews-sex-scandal/
Januar y 2, 2015	Internet	Bolton News	http://www.theboltonnews.co.uk/news/national/11700192.Palace_denies_Andrew_s_ex_case_claim/
Januar y 5, 2015	Internet / Broadca st	NY Daily News	http://www.nydailynews.com/news/world/alleged-madame-accused-supplying-prince-andrew-article-1.2065505
Januar y 5, 2015	Internet / Broadca st	AOL UK	http://www.aol.co.uk/video/ghislaine-maxwell-declines-to-comment-on-prince-andrew-allegations-518587500/

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Respectfully Submitted,

BOIES, SCHILLER & FLEXNER LLP

By: /s/ Sigrid McCawley

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 1, 2016, I electronically sent the foregoing document to the counsel below via e-mail.

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EXHIBIT I

**United States District Court
Southern District of New York**

Virginia L. Giuffre,

Plaintiff,

Case No.: 15-cv-07433-RWS

v.

Ghislaine Maxwell,

Defendant.

/

**PLAINTIFF'S SUPPLEMENTAL RESPONSES TO
DEFENDANT'S INTERROGATORIES 6, 12 and 13**

Pursuant to Federal Rules of Civil Procedure 26, 33, 34, Plaintiff hereby serves her supplemental responses to Defendant's Interrogatories 6, 12 and 13.

OBJECTIONS

Plaintiff maintains and hereby incorporates by reference all applicable objections, including both general objections and specific objections to individual interrogatories, in her prior responses and objections served on Defendant in these supplemental responses.

Defendant's Discovery Requests violate Rule 33, Fed. R. Civ. P., which provides "a party may serve on any other party no more than 25 interrogatories, including all discrete subparts" – in that Defendant has served a total of 59 interrogatories in this case, including subparts, in violation of Rule 33.

Ms. Giuffre objects to Defendant's Discovery Requests to the extent they seek information that is protected by any applicable privilege, including but not limited to, attorney client privilege, work product privilege, and any other applicable privilege.

Jane Doe No. 102 v. Jeffrey Epstein, Case No. 09-80656-CIV-Marra/Johnson (Southern District of Florida). Accordingly, due to the undue burden of individually logging responsive, privileged documents related to Defendant's overly-broad requests, Plaintiff has employed categorical logging of such privileged responsive documents pursuant to Local Civil Rule 26.2(c).

Ms. Giuffre objects to the requests in that they seek to invade her privacy for the sole purpose of harassing and intimidating Ms. Giuffre who was a minor victim of sexual trafficking.

Ms. Giuffre objects to the requests to the extent they are overly broad and unduly burdensome.

Ms. Giuffre's responses to Defendant's Second Set of Discovery Requests are being made after reasonable inquiry into the relevant facts, and are based only upon the information and documentation that is presently known to her. Ms. Giuffre reserves the right to modify and/or supplement her responses. Ms. Giuffre has produced documents and information in response to these Requests.

Ms. Giuffre incorporates her above-listed general objections in the responses herein.

SUPPLEMENTAL INTERROGATORY RESPONSES

6. Identify any "false statements" attributed to Ghislaine Maxwell which were "published globally, including within the Southern District of New York" as You contend in paragraph 9 of Court 1 of Your Complaint, including:

- a. the exact false statement;
- b. the date of its publication;
- c. the publishing entity and title of any publication containing the purportedly false statement;
- d. the URL or internet address for any internet version of such publication; and
- e. the nature of the publication, whether in print, internet, broadcast or some other form of media.

In addition to her previous response, Ms. Giuffre supplements the response to include:

January 8, 2015	Internet	The Sun	https://www.thesun.co.uk/archives/news/6754/prince-andrews-pal-ghislaine-groped-teen-girls/?CMP=spklr-128508300-Editorial-TWITTER-TheSunNewspaper-20150108-News
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12. Identify any Health Care Provider from whom You received any treatment for any physical, mental or emotional condition, including addiction to alcohol, prescription or illegal drugs, that You suffered from subsequent to the Alleged Defamation by Ghislaine Maxwell, including:

- a. the Health Care Provider's name, address, and telephone number;
- b. the type of consultation, examination, or treatment provided;
- c. the dates You received consultation, examination, or treatment;
- d. whether such treatment was on an in-patient or out-patient basis;
- e. the medical expenses to date;
- f. whether health insurance or some other person or organization or entity has paid for the medical expenses; and
- g. for each such Health Care Provider, please execute the medical and mental health records release attached hereto as Exhibit A.

Supplemental Response to Interrogatory No. 12:

Ms. Giuffre objects to this interrogatory in that it is overbroad and not limited in scope to the medical information relating to the abuse she suffered from Defendant and Jeffrey Epstein.

Pursuant to the Rules, if requested documents are not yielded in a "reasonable inquiry," Ms. Giuffre is not obligated to expend all of her time and resources on a quest to gather medical files that are unknown to her or unaccessible after reasonable inquiry. *See, e.g., Manessis v. New York City Dep't of Transp.*, No. 02 CIV. 359SASDF, 2002 WL 31115032, at *2 (S.D.N.Y. Sept. 24, 2002)

- Medicare Australia provided health care insurance coverage and payment for services received in Australia from July 19, 2013 through the present.⁵ Ms. Giuffre's claims history for this period is detailed at GIUFFRE007619-7620.
- Dr. Wah Wah San, Central Coast Family Medicine, Unit 2, 17 Anzac Rd., Tuggerah 2259, 0243518777, tel (02)4388-9540, treated Ms. Giuffre on March 14, 2013, for panic attacks as described in the medical records produced at GIUFFRE005339-5341; and possibly on September 11, 2013 for "Standard Consultation."⁶ Those records have been requested and a release sent to the provider, see GIUFFRE007625-7628.
- CVS Pharmacy provided prescribed medications to Ms. Giuffre as described in the records produced at GIUFFRE000843-08545 Walgreens Pharmacy may have provided prescribed medications to Ms. Giuffre. Those records have been requested and a release provided to the pharmacy, see GIUFFRE007611-7616.
- Dr. Timothy D. Hartwig, D.O. was identified in records produced by CVS pharmacy. Ms. Giuffre has requested those records, see GIUFFRE008346-8348.
- Dr. James T. Nichols, M.D. was identified in records produced by CVS pharmacy. Ms. Giuffre has requested those records, see GIUFFRE008349-8351.
- Dr. Rodolfo Torres Jr., M.D. was identified in records produced by CVS pharmacy. Ms. Giuffre has requested those records, see GIUFFRE008352-8354.

Dated: August 17, 2016

Signed,



Virginia Giuffre

⁵ Records from Medicare Australia are generally limited to 3 years. Ms. Giuffre is continuing to pursue additional records from prior to July 19, 2013 through their offices in Australia.

⁶ Ms. Giuffre has now identified Dr. Wah Wah San and Dr. Wah San to be the same provider to the best of her knowledge. She had previously listed both names, in an abundance of caution, before learning that Dr. Wah San was the same provider as Dr. Wah Wah San.

EXHIBIT J

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VIRGINIA L. GIUFFRE,
Plaintiff.

v.

15-cv-07433-RWS

GHISLAINE MAXWELL,

Defendant.

Declaration of Ghislaine Maxwell

I, Ghislaine Maxwell, declare as follows:

1. I am the defendant in this action.
2. I have no control or authority over any media organizations, including those media organizations that published any part of a January 2015 statement issued on my behalf at the direction of my attorney, Philip Barden.
3. Neither I nor any agent acting on my behalf approved or participated in any activity of any media organization in its decision to publish or not to publish any part of the January 2015 statement.

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

Executed on January 6, 2017.



Ghislaine Maxwell

EXHIBIT K

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

VIRGINIA L. GIUFFRE,

Plaintiff,

v.

15-cv-07433-RWS

GHISLAINE MAXWELL,

Defendant.

-----A

Declaration of Philip Barden

I, Philip Barden, declare as follows:

1. I am a Solicitor of the Senior Courts of England & Wales based in London, England.
2. I am submitting this Declaration in support of Ghislaine Maxwell's motion for summary judgment in this action.
3. I am not authorised to and do not waive Ms. Maxwell's attorney-client privilege.
4. I have represented Ms. Maxwell since 2011 regarding the allegations made by Plaintiff Virginia Giuffre and as published in the United Kingdom. I continue to be retained in this regard. I am familiar generally with the subject matter of this action.
5. I first represented Ms. Maxwell in this matter over the weekend of 5th and 6th March 2011, about the time when various UK national newspapers, in hard copy and on line, published numerous and provocative allegations made by the Plaintiff Virginia Giuffre against Ms. Maxwell. The articles by Sharon Churcher were among those published in this time frame.
6. I instructed British press agent Ross Gow to assist me in representing Ms. Maxwell.

7. I caused to be prepared a statement to respond to the articles that appeared in the British Press over the weekend—March 5 and 6, 2011, and thereafter. I directed Mr. Gow to distribute the statements to various media outlets that had published articles.

8. On December 30, 2014, Ms. Giuffre made numerous salacious and improper allegations against Ms. Maxwell in a joinder motion publicly filed in a civil case involving Jeffrey Epstein. Shortly afterward, the British media gained access to the motion and began inquiring about Ms. Maxwell's response.

9. I continued to represent Ms. Maxwell at that time and I coordinated the response to the media. I again instructed Mr. Gow to assist me.

10. In liaison with Mr. Gow and my client, on January 2, 2015, I prepared a further statement denying the allegations, and I instructed Mr. Gow to transmit it via email to members of the British media who had made inquiry about plaintiff's allegations about Ms. Maxwell. Attached as Exhibit A1 is an email containing a true and correct copy of this statement. The statement was issued on my authority. Although it is possible others suggested or contributed content, I prepared the vast majority of the statement and ultimately approved and adopted all of the statement as my work.

11. As is evident from the timing and the typographical errors in the statement, I prepared the statement in haste. I was not in the office on 2nd January 2015 as it was the Friday immediately after New Years day which is a public holiday. Most people took 2nd January off and many business closed that day. I don't now recall where I was that day but I was hard to reach and that indicates I was out with my family. I therefore would have prepared the statement in a hurry. I recall that I wanted to get a statement out as a matter of urgency.

12. I recall that immediately after Ms. Giuffre's motion was filed, media representatives began contacting Mr. Gow and requesting Ms. Maxwell's response to Ms. Giuffre's allegations

of criminal and other misconduct by Ms. Maxwell. I believed an immediate response was imperative, even though this was happening in the midst of the holidays in the United Kingdom. My communications with Mr. Gow and with Ms. Maxwell were sporadic, delayed and hurried because of my and their own holiday schedules. I worked while on vacation and on Friday, January 2, 2015, to ensure that the statement was issued as soon as possible after receiving the media inquiries.

13. I did not ask Ms. Maxwell to respond point by point to Ms. Giuffre's factual allegations in the CVRA joinder motion. What we needed to do was issue an immediate denial and that necessarily had to be short and to the point. It should have been obvious to the media that Ms. Giuffre's new and significantly more salacious allegations had no credibility because they differed so substantially from her previous allegations, when she had the opportunity and incentive to disclose all relevant facts about being a victim of alleged sexual abuse and sex trafficking at the hands of the rich and powerful. I prepared the January 2015 statement based on my knowledge of Ms. Giuffre's past statements and her most recent statements in the joinder motion, and made the point to the media-recipients that she and her new statements, which differed so substantially from her former ones, were not credible—specifically, that the new allegations were patently false—i.e., "obvious lies."

14. By way of example I recall that prior to the December 2014 filing of the joinder motion and the subsequent press reports that Ms. Guiffre clearly stated she had not had sex with Prince Andrew. Yet in her joinder motion she claimed she did have sex with Prince Andrew and that the sex occurred in what can only be described as a very small bathtub, too small for a man of Prince Andrew's size to enjoy a bath in let alone sex. So as of December 2014 it was clear Ms. Guiffre had made polar opposite statements. She was either lying when she said they did not have sex or when she said they did. I made the inescapable inference that she is a liar, as clearly

she is, since both statements cannot as a matter of fact be true. When someone says she did not have sex and then says she did, in other words, there is an obvious lie.

15. I did not intend the January 2015 statement as a traditional press release solely to disseminate information to the media. This is why I intentionally did not request that Mr. Gow or any other public relations specialist prepare or participate in preparing the statement. Instead, Mr. Gow served as my conduit to the media representatives who had requested a response to the joinder motion allegations and who I believed might republish those allegations.

16. My purpose in preparing and causing the statement to be disseminated to those media representatives was twofold. First, I wanted to mitigate the harm to Ms. Maxwell's reputation from the press's republication of plaintiff's false allegations. I believed these ends could be accomplished by suggesting to the media that, among other things, they should subject plaintiff's allegations to inquiry and scrutiny. For example, I noted that plaintiff's allegations changed dramatically over time, suggesting that they are "obvious lies" and therefore should not be "publicised as news."

17. Second, I intended the January 2015 statement to be "a shot across the bow" of the media, which I believed had been unduly eager to publish plaintiff's allegations without conducting any inquiry of their own. This was the purpose of repeatedly stating that plaintiff's allegations were "defamatory." In this sense, the statement was very much intended as a cease and desist letter to the media-recipients, letting the media-recipients understand the seriousness with which Ms. Maxwell considered the publication of plaintiff's obviously false allegations and the legal indefensibility of their own conduct.

18. It is important to understand that any story involving a member of the Royal Family, especially a senior member such as Prince Andrew, gains huge media attention in the UK and a story alleging he had a sex with the Plaintiff caused a feeding frenzy for the press. I wanted the

press to stop and think before publishing, to cease and desist, and that if they continued then they faced higher damages for ignoring my clear warning.

19. Consistent with those two purposes, Mr. Gow's emails prefaced the statement with the following language: "Please find attached a *quotable statement* on behalf of Ms Maxwell" (italics supplied). The statement was intended to be a single, one-time-only, comprehensive response—quoted in full, if it was to be used—to plaintiff's December 30, 2014, allegations that would give the media Ms. Maxwell's response. The purpose of the prefatory statement was to inform the media-recipients of this intent.

20. Selective and partial quotation and use of the statement would disserve my purposes. It was intended to address Plaintiff's behavior and allegations against Ms. Maxwell on a broad scale, that is to say, Plaintiff's history of making false allegations and innuendo to the media against Ms. Maxwell. This is why the statement references Plaintiff's "original allegations" and points out that her story "changes"—i.e. is embellished—over time including the allegations "now" that Professor Dershowitz allegedly had sexual relations with her. This is why I distinguished in the statement between Plaintiff's "original" allegations and her "new," joinder-motion allegations, which differed substantially from the original allegations. And this is why I wrote, "Each time the story is *re told* [sic] it *changes* with *new* salacious details about public figures and world leaders and *now* it is alleged by [Plaintiff] that Alan Derschowitz [sic] is involved in having sexual relations with her, which he denies." (Emphasis supplied.) Having established the dramatic difference between Plaintiff's two sets of allegations, which suggested she was fabricating more and more-salacious allegations as she had more time to manufacture them, I added the third paragraph: "[Ms. Giuffre's] claims are obvious lies and should be treated as such and not publicised as news, as they are defamatory." (Emphasis supplied.) I believed then, and believe now, that it was and remains a fair inference and conclusion that her claims

were and are “obvious lies.” As noted, her claims not to have slept with Prince Andrew and to have slept with Prince Andrew are a classic example of an obvious lie. One or other account is on the face of it a lie.

21. As an example of her lack of credibility, the Plaintiff made allegations against Professor Dershowitz, which I understand she has now withdrawn. Professor Dershowitz has credibility because his story, insofar as I am familiar with it, has been consistent; Ms. Giuffre has no credibility because her story has shifted and changed.

22. Further the Plaintiff’s account has become more salacious, for example, regarding Prince Andrew. The Plaintiff clearly has been seeking publicity for her story and it is clear to me that she understands retelling the same story doesn’t feed the media and generate publicity and so each time she appears to create new allegations to generate media interest.

23. I understand the Plaintiff alleged in her Complaint in this action that the following statements are defamatory. She alleges it was defamatory in the first paragraph of the January 2015 statement to state that “the allegations made by [the Plaintiff] against [Ms.] Maxwell are untrue.” For the reasons stated above, it was and is my considered and firm opinion that, in fact, her allegations are untrue. She alleges it was defamatory to state in the same paragraph that the “original allegations” have been “shown to be untrue.” For the reasons stated above, it was and is my considered and firm opinion that, in fact, her allegations are untrue. Finally, she alleges that it was defamatory in the third paragraph to state that her claims are “obvious lies.” For the reasons stated above, it was and is my considered and firm opinion that, in fact, her claims are obvious lies.

24. Both Mr. Gow and I understood that once the January 2015 statement was sent to the media-representatives, we had no ability to control whether or how they would use the statement and we made no effort to control whether or how they would use the statement.

25. It is my understanding that some of the media-recipients of the January 2015 statement did not publish any part of the statement. I am unaware of any media-recipient publishing the statement in full.

26. The issuance of the statement fully complied with my ethical obligations as a lawyer. Indeed it was duty in representing my client's interests to ensure that a denial was immediately issued. I would have been remiss if I had sat back and not issued a denial, and the press had published that Ms. Maxwell had not responded to enquiries and had not denied the new allegations; the public might have taken the silence as an admission there was some truth in the allegations.

27. The content of the statement was entirely based on information I acquired in connection with my role as counsel for Ms. Maxwell.

28. At the time I directed the issuance of the statement, I was contemplating litigation against the press-recipients as an additional means to mitigate and prevent harm to Ms. Maxwell. Whilst the limitation period for a pure defamation claim has now expired, claims are still being considered for example for publishing a deliberate falsehood, conspiracy to injure and other tortious acts.

29. In any such UK defamation, or other related, action Ms. Giuffre would be a defendant or a witness.

30. I directed that the statement indicate Ms. Maxwell "strongly denie[d] the allegations of an unsavoury nature," declare the allegations to be false, give the press-recipients notice that the publications of the allegations "are defamatory," and inform them that Ms. Maxwell was "reserv[ing] her right to seek redress."

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

Executed on January 6, 2017.


Philip Bardon

EXHIBIT L

UNITED STATES DISTRICT COURT
for the
SOUTHERN DISTRICT OF NEW YORK

Civil Action No. 15-cv-07433-RWS

VIRGINIA GIUFFRE,

Plaintiff,

vs.

GHISLAINE MAXWELL

Defendant.

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1 Broward and Miami a lot.

2 Q Okay. Where did you go to high school?

3 A Robert Morgan.

4 Q Which city is that in?

5 A I guess Miami.

6 Q Okay. When did you graduate?

7 A '98.

8 Q How old are you now?

9 A 35.

10 Q When is your birthday?

11 A [REDACTED].

12 Q Do you remember a woman by the name of Virginia
13 Roberts?

14 A Yes.

15 Q And do you see her here in the room today?

16 A Yes.

17 Q When was the last time that you saw her?

18 A Sixteen years ago.

19 Q How did you meet Ms. Roberts?

20 A She was a friend of my sister's, and that's how
21 I met her.

22 Q What is your sister's name?

23 A [REDACTED] (phonetic). Last name is spelled
24 [REDACTED] but I still can't spell it. My step-sister.
[REDACTED]

25 But after so long, she's basically my sister.

1 Q Okay. Where is Ms. [REDACTED] now?

2 A I believe Broward County.

3 Q How is it that she came to introduce you to
4 Ms. Roberts?.

5 A She brought her to the house.

6 Q And do you know how they were friends?

7 A They met each other in rehab.

8 Q What kind of rehab?

9 A I'm not sure. I was living in Miami at the
10 time, and I only came up once in a while to visit her. At
11 the very end, when I moved back to Broward with my dad,
12 that's when [REDACTED] home.

13 Q Do you know the name of the rehab program?

14 A No.

15 Q And you do you know what the rehab program was
16 for, drugs, alcohol?

17 A I don't know. I guess, everything probably.

18 Q Do you recall approximately what year you met
19 Ms. Roberts?

20 A I believe around '98.

21 Q How old were you at that time?

22 A 18.

23 Q Do you know how old Ms. Roberts was?

24 A 15 or 16, I believe.

25 Q Was she approximately your sister's age?

1 working at the Taco Bell in Sunrise. Did I get that
2 right?

3 A Yeah, yeah.

4 Q Okay. Did Ms. Roberts come to work at the Taco
5 Bell where you worked?

6 A Not at that one in Sunrise. When we moved to
7 Broward, she worked with me. I think it was another one
8 in Sunrise.

9 Q Okay. So you're saying sometime later you and
10 Ms. Roberts moved to Broward. Is that right?

11 A Yes, we lived in an apartment.

12 Q Where was that apartment?

13 A Oakland Park, I believe.

14 Q And when you moved to that apartment in Oakland
15 Park, that's when she came to work with you at Taco Bell?

16 A Yes.

17 Q Do you know about how old you were when that
18 happened?

19 A It had to be around -- it wasn't long after
20 meeting her.

21 Q Why don't you take a step back and tell me what
22 you recall about meeting Ms. Roberts.

23 A It was a long time ago.

24 Q I understand.

25 A All I remember is my sister bringing her over

1 one day, we got to talking, we liked each other, and we
2 just got to know each other.

3 Q Was she in school at the time?

4 A No.

5 Q Why not?

6 A I'm not entirely sure.

7 Q Was she done with this rehab program?

8 A Yes, at the time.

9 Q Did she go back into it later?

10 A Not that I know of.

11 Q So your understanding is, she was not in school
12 and not in the rehab program at the time that you met
13 Ms. Roberts. Correct?

14 A Not that I know of, no.

15 Q Where was she living when you met Ms. Roberts?

16 A She was staying with us -- or she came over, and
17 then I guess she was staying with us for a little while, I
18 believe.

19 Q And who do you mean by "us"?

20 A At my dad's house.

21 Q Who else was living there besides yourself, your
22 dad and your sister?

23 A My step-mom, my other step-sister, my
24 step-brother and their grandmother. It was a big house.

25 Q How long do you recall Ms. Roberts living at

1 that house with the family?

2 A No idea. Not long.

3 Q Weeks, months, years?

4 A Weeks.

5 Q Okay. You said that you spent some time getting
6 to know Ms. Roberts when you first talked to her?

7 A Uh-hmm.

8 Q Did she tell you anything about her childhood?

9 A If she did, I don't remember, it was so long
10 ago.

11 Q Do you recall meeting her parents?

12 A Yes.

13 Q Was that some time later?

14 A Yes.

15 Q Tell me about when you remember meeting her
16 parents.

17 A I think that was -- all I remember -- really,
18 all I remember is going to the house and meeting her
19 parents. I don't remember much from that time.

20 Q Okay. I appreciate that this is all a long time
21 ago

22 A Yeah.

23 Q Did you and Ms. Roberts become a couple soon
24 after you met her?

25 A Yes.

1 Q Was she dating anyone else at that time?

2 A No.

3 Q Tell me where you -- did you both move out of
4 that home, your dad's home, together?

5 A Yes.

6 Q And where did you go directly after that home?

7 A To the Oakland Park apartment.

8 Q At the time you got the Oakland Park apartment,
9 do you recall how old you were?

10 A I had to be 18 to get an apartment.

11 Q Okay. And do you know how old Ms. Roberts was?

12 A 16.

13 Q Is that a guess, or do you remember?

14 A That's a guess.

15 Q Do you think you are about two years older than
16 she is?

17 A About. Maybe a little more.

18 Q Okay. How long did you two live together at the
19 Oakland Park apartment?

20 A Less -- I know it wasn't a full year. I don't
21 know exactly how long it was. I don't know how many
22 months it was.

23 Q Did anyone else live there with you?

24 A Yes, a roommate.

25 Q Who was that?

1 A Mario. Last name, I can't remember. I haven't
2 seen him since that apartment.

3 Q Was he a friend of yours or hers, or just
4 someone else?

5 A He was a friend of mine. He worked with me at
6 Taco Bell.

7 Q And after you moved to this Oakland Park
8 apartment, Ms. Roberts came to work at the Taco Bell as
9 well?

10 A Yeah, with him and me.

11 Q Do you recall where that Taco Bell was?

12 A By the Sawgrass Mall.

13 Q How long did Ms. Roberts work at that Taco Bell?

14 A I don't remember.

15 Q You were a manager at the time?

16 A Yes, me and my roommate.

17 Q You were both managers?

18 A Yeah.

19 Q Was she an official employee?

20 A Yes.

21 Q She was on the payroll?

22 A Yes.

23 Q And you were the manager?

24 A Um-hmm?

25 Q And she paid -- she was paid for by Taco Bell?

1 A Yes.

2 Q Was it is a franchise, if you know?

3 A I know when I first started there, they were
4 corporate, but then they were a franchise. They were
5 bought out. But I'm not sure if when I got there they
6 were a franchise or not.

7 Q Got it.

8 Do you know if Ms. Roberts had any previous
9 employment before she worked at Taco Bell?

10 A I think by the apartment, she worked for KFC for
11 a little while.

12 MS. MENNINGER: Are you looking at Ms.
13 Roberts?

14 THE WITNESS: I'm thinking. I can't
15 remember. I remember something with KFC. They
16 had one really close to us. I think she worked
17 there for a tiny, tiny bit. I'm not sure.

18 MS. MENNINGER: Okay.

19 BY MS. MENNINGER:

20 Q Before the Taco Bell?

21 A Or she could've applied there. It's just in my
22 head. She might have just applied there, and didn't get
23 it, and that's why I brought her to Taco Bell.

24 Q Okay.

25 A Because we were both the night managers.

1 Q Okay. Got it.

2 So for not a full year, the two of you worked
3 together at a Taco bell near the Sawgrass Mills (as
4 heard) and lived in an apartment in Oakland Park?

5 A Yes.

6 MR. EDWARDS: Object to the form.

7 BY MS. MENNINGER:

8 Q With Mario?

9 A Yeah.

10 Q Did Mario live there the whole time?

11 A Yes.

12 Q What caused you to stop living at the Oakland
13 Park apartment?

14 A I don't remember exactly. But I know we moved
15 out before, and Mario stayed in the apartment.

16 Q Where did you move to?

17 A Her parent's house.

18 Q Did you move into the house or to someplace near
19 the house?

20 A I don't remember if we originally moved into the
21 house. But I know they had a trailer in the back that we
22 lived in.

23 Q How long did you live in the trailer in the
24 back?

25 A No idea.

1 A No.

2 Q Do you know about what years this was?

3 A Not really.

4 Q Do you know about how old you were?

5 A When, what?

6 Q I'm just focused on the period of time in which
7 you were living at her parent's house in the trailer.

8 A I was probably 18 when we moved in there.

9 Q And you said you were only there for a couple of
10 months?

11 A Not that I remember. Like, it might have been a
12 little longer. I'm not sure.

13 Q Were you engaged to Ms. Roberts?

14 A Yes.

15 Q When did you become engaged to her?

16 A When we were living in Oakland Park.

17 Q Tell me about the engagement. How did it come
18 about?

19 A Well, we fell in love, and -- I believe it was
20 Valentine's Day when I proposed.

21 Q Did you have a ring?

22 A Yes.

23 Q Did she accept?

24 A Yes.

25 Q How long were you engaged?

1 A I'm not entirely sure.

2 Q Do you remember an event where the engagement
3 was broken off?

4 A When I left.

5 Q Left where?

6 A When I left -- Royal Palm Beach, I guess, was
7 our apartment.

8 Q When you left that apartment, that's when the
9 engagement was over in your mind?

10 A Yes.

11 Q Were your families happy about the engagement?

12 A Yes. My mother was. My dad wasn't too happy.

13 Q Have you ever been married since then?

14 A No.

15 Q Have you ever been engaged since then?

16 A No.

17 Q Do you know what happened to the ring?

18 A Yes.

19 Q Where is it?

20 A I have it.

21 Q Still?

22 A Yeah. It was my grandmother's.

23 Q Did you get down on one knee?

24 A Yes, at the beach, I believe.

25 Q When you were living in Oakland Park, in this

1 Q So from about the ages you were 18 to 20 is when
2 you were living together with Virginia?

3 A Yeah.

4 Q And between the time you met her at your dad's
5 house and the time that you broke up, did you guys break
6 up and get back together, or was it one consistent
7 relationship, and then it had an end date?

8 A Yeah, one consistent relationship.

9 Q Okay. You mentioned that you moved into an
10 apartment in Royal Palm Beach?

11 A Yeah, I believe that's where it was, Royal Palm
12 Beach.

13 Q Do you remember anything about the apartment?

14 A All I remember, it was on the third floor.

15 Q And who got that apartment?

16 A I did.

17 Q Again, you were over 18 at that time?

18 A Yes.

19 Q So you got the lease?

20 A Yes.

21 Q Do you remember looking for the apartment?

22 A I believe so.

23 Q And it wasn't the first apartment you rented,
24 right?

25 A No. No, the one in Oakland Park was the first

1 one I rented.

2 Q Okay.

3 MS. MENNINGER: I'm going to show you some
4 photographs. If I could have you mark this. I
5 guess we'll start again with, I guess we'll start
6 again with Defendant's Exhibit -- I got one for
7 you. Defendant's Exhibit 1 or A, whatever you put
8 on it.

9 THE COURT REPORTER: 1.

10 MS. MENNINGER: Exhibit 1.

11 (Defendant's Exhibit 1, photograph, was
12 marked for identification.)

13 BY MS. MENNINGER:

14 Q Please take a look at this. There are two
15 photographs stapled together.

16 Does that look like the apartment that you
17 lived in on the third floor?

18 A It could be. I don't really remember it.

19 Q The address on this is 368 Bent Oak. Does that
20 sound about right?

21 A Bent Oak sounds familiar.

22 Q You don't recognize the -- it may have been
23 painted, for example?

24 A Yeah. I mean, all I remember is being on the
25 third floor.

1 MS. MENNINGER: I'm going to show you another
2 exhibit. Let me find it. We'll mark this
3 Defendant's Exhibit 2.

4 (Defendant's Exhibit 2, passport, was marked
5 for identification.)

6 BY MS. MENNINGER:

7 Q I know this is not terribly easy to read, but
8 it's a passport application that has been previously
9 identified in this case. And in the middle section,
10 there's emergency contact information that says "James
11 Austrich".

12 Do you see that?

13 A Yes.

14 Q Is that you?

15 A Yes.

16 Q And it says 368 Bent Oak Drive below that?

17 A Yes.

18 Q Does that refresh your memory as to the address,
19 the apartment that you lived in in Royal Palm Beach?

20 A Like I said, Bent Oak sounds very familiar, and
21 I know it was Royal Palm Beach. So possibly it was that
22 one.

23 Q Okay. And how long do you think that you lived
24 in this apartment?

25 A I'm not entirely sure. Less than a year, that's
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1 MS. MENNINGER: I'm going to mark this
2 exhibit as Defendant's Exhibit 3.

3 (Defendant's Exhibit 3, Citation Tracking
4 Report, was marked for identification.)

5 BY MS. MENNINGER:

6 Q I'm going to have you take a look at this.
7 Actually, I apologize because I need you to turn back
8 several pages to -- the lower right-hand corner has some
9 page numbers that say G.M. And I need you to go to 781.

10 A (Witness complies.)

11 Q Could I have you take a look at the narrative
12 section of that page. If you want to just read that
13 paragraph.

14 A "John Perkins," I don't even know that name.

15 MS. MENNINGER: I guess you guys haven't kept
16 in touch.

17 MR. EDWARDS: He was scared that day.

18 THE WITNESS: (cont'd) Plus, when I left
19 there, I didn't really talk to anybody from up
20 there. I remember somewhat of that. Yeah, I
21 remember the cops telling me even though it was
22 under my name, I couldn't go in. And I think
23 later on then they got out so I could go back and
24 get me stuff. I think I was going to see my
25 animals.

1 BY MS. MENNINER:

2 Q Yeah. I didn't know if reading this might cause
3 you to remember some things.

4 A I somewhat remember that. I remember the cops
5 coming and telling me I wasn't allowed to go in my own
6 apartment that was under my name.

7 Q Okay. So this is dated June 10th, of 2001. And
8 it places you at 368 Bent Oak Drive, correct?

9 A Yes.

10 Q Okay. Do you understand that to likely be where
11 you were living with Ms. Roberts?

12 A Yeah. But at the time I was already back in
13 Broward.

14 Q Okay. Do you know how long you had been back in
15 Broward?

16 A Not a clue.

17 Q And in this, it refers to Ms. Roberts as your
18 ex-fiancé, correct?

19 A Yes.

20 Q So presumably the event you described where you
21 had a fight and left had already occurred?

22 A Yes.

23 MR. EDWARDS: Form.

24 THE WITNESS: I know I was already out of
25 there. And that's why when I went back, that's

1 when the cops said I couldn't go in my own
2 apartment.

3 BY MS. MENNINGER:

4 Q So your recollection today is that you were
5 returning to that apartment to either get things or check
6 on pets?

7 A Yes.

8 Q What pets do you recall having?

9 A A dog and six cats and, I believe, ferrets and
10 rabbits. One reason we got along so well is because we
11 liked animals.

12 Q And do you remember going back to the apartment
13 to check on the pets and encountering Ms. Roberts and
14 Tony?

15 A Yeah.

16 Q Were you inside the apartment when you
17 encountered them?

18 A No, outside.

19 Q Did you understand them to be living in the
20 apartment at that time?

21 A Yes.

22 Q In the police report it says "Austrich stated
23 his ex-fiance, Virginia Roberts, who also resides at the
24 above-listed address, brought her friend to the
25 apartment."

1 A I believe that was Tony.

2 Q Okay. And at this time, the police are
3 indicating that you both lived there. But that's not what
4 you remember?

5 A No. They wouldn't even let me -- all I
6 remember -- I remember being outside the door and the cops
7 wouldn't let me go in there because -- even though it was
8 my apartment and my address was on the thing, I wasn't
9 allowed in there. Because I'm pretty sure I wasn't living
10 there. I just came back to get something.

11 Q Do you know how long after you left you were
12 coming back to get something?

13 A I don't remember.

14 Q If you left your pets there, I guess, I'm just
15 wondering whether you intended to go back and get your
16 pets?

17 A I couldn't because my dad didn't -- my dad
18 didn't really take -- like, he didn't want all those
19 animals. Because he already had three dogs and he wasn't
20 a fan of cats.

21 MR. EDWARDS: Or ferrets.

22 A (cont'd) Or ferrets or rabbits. I think we had
23 a gerbil, mice, rats, all kinds of stuff. I know we had
24 pet store cages that we bought to keep them all in.
25 Because when we lived in West Palm Beach it was like a

1 little animal rescue for a while.

2 Q Did you get that stuff from the pet store where
3 you both had worked?

4 A Yes.

5 Q A discount, I hope?

6 A I feel like every time I went to the pet store,
7 I got a new animal. Still do the same thing.

8 Q Do you have pets today?

9 A Oh, yeah. I have dogs. I have two dogs. We
10 have six cats and three birds.

11 Q No reptiles?

12 A No. No, I don't really like ---

13 Q Is that a different kind of pet owner?

14 A Well, I had reptiles in West Palm Beach. They
15 are too hard to take care of.

16 Q Spiders?

17 A No, I don't want to be -- I have enough spiders
18 where I live. I don't need pet spiders.

19 Q Okay. All right.

20 Do you remember Tony punching you in the
21 face?

22 A I don't remember.

23 Q You see that's what the police report says?

24 A Yeah, yeah, yeah. He might have. I don't
25 remember.

1 Q And the police observed you to have minor
2 swelling and a large red mark. Does that sound accurate?

3 A From according to what it says, yeah. I don't
4 really remember that. I remember being at the door and
5 the cops coming and telling me I can't go in there. Once
6 I read that, that's really all I remember.

7 Q Do you believe that whatever altercation you had
8 took place within the apartment or outside the apartment?

9 A In the doorway at the most. I never went inside
10 that apartment when that was happening, not I remember.

11 Q Do you ever get to see those pets again?

12 A Yes. I think later on, they both left for the
13 day and let me go in and see my pets.

14 Q Now, this indicates that the police were there
15 at about 9:20 in the evening, and you were there with
16 Mr. Perkins. But you don't remember Mr. Perkins?

17 A No. If it would have said "Josh" I think that
18 might be a name I remember. But John -- I know we had two
19 friends up there. John could have been one of them, but I
20 don't really remember. John Perkins. That's so weird.

21 Q The police report also indicates that
22 Mr. Figueroa observed Perkins on the telephone and fled
23 the scene prior to arrival. Do you remember that?

24 A No. I don't remember "Perkins". As soon as I
25 saw that name, I'm like "Who the hell is John Perkins?"

1 Q All right. If you can turn to the next page.
2 The police report continues that they made numerous
3 attempts to contact you and Mr. Perkins, whoever he is --

4 A Yeah.

5 Q -- and Ms. Roberts at the residence or on the
6 phone, but had not been able to do that?

7 A If they called the residence, I wasn't living
8 there. And I don't remember them ever trying to call me
9 in Broward.

10 Q Do you know if you had a cell phone? This was
11 back in '01. I don't even know if I had a cellphone in
12 '01?

13 A Yeah, I really couldn't tell ya'.

14 Q Okay. So your best recollection, after
15 reviewing this report, is that you had left on a previous
16 date and came back on this date to see your pets?

17 A Yeah, yeah.

18 Q And that you were ultimately able to get in and
19 see the pets?

20 A Later on, yes.

21 Q Okay. Like, the same day or --

22 A Later on. I don't really remember how much
23 longer --- how many days later, or something. Not too
24 long.

25 Q And when you came back at that later time, you

1 did not encounter Ms. Roberts?

2 A No, nobody was in the house but my animals.

3 Q And since that time you have not had any contact
4 with Ms. Roberts?

5 A No.

6 Q Okay. What was your opinion of Tony?

7 MR. EDWARDS: Form.

8 THE WITNESS: An idiot. That's all I really
9 remember.

10 BY MS. MENNINGER:

11 Q Did you believe him to be using drugs?

12 A Yes.

13 Q Do you know what kind?

14 A Whatever he could get.

15 Q When Ms. Roberts started hanging out with Tony
16 again, did you then believe her to be using drugs?

17 A Yes.

18 MR. EDWARDS: Form.

19 BY MS. MENNINGER:

20 Q What caused you to have that belief?

21 A Actions.

22 MR. EDWARDS: Same objection.

23 BY MS. MENNINGER:

24 Q What kinds of actions?

25 A I don't remember. All I remember is that's what

1 A Sorry.

2 Q You're still under oath, do you remember?

3 A Yes.

4 Q Okay. So you were referring a little bit to the
5 time that Ms. Roberts worked for Jeff?

6 A Yes.

7 Q You knew him as Jeff or Jeffrey?

8 A I remember Jeff. It could have been Jeffrey.

9 Q Okay. Tell me what you recall about Ms. Roberts
10 going to work for Jeff.

11 A I don't remember much of it, really. All I
12 remember is that she went to work for him. I know they
13 went to some island. I know they traveled around. And he
14 had a house in Palm Beach I think it was.

15 Q Did she tell you what she was doing for Jeff?

16 A At the beginning, it was massage. That's what I
17 was told.

18 Q By her?

19 A Yes.

20 Q Okay. Did she seem excited about that job?

21 A Yes.

22 Q Was she getting paid more money?

23 A Yes.

24 Q Do you know how much?

25 A No. A lot more.

1 Q So she hadn't come to you before that and said,
2 "Hey, I'm having to do something other than massages"?

3 A I don't remember.

4 Q She may have; she may not have?

5 A Yeah. I don't remember.

6 Q Well, why would you be fighting about it at the
7 end?

8 A Well, that's because she was messing with Tony,
9 the idiot.

10 Q So the fight --

11 A I mean, that's what he -- the fight's what
12 brought everything out.

13 Q Okay. So she was messing with Tony, the idiot,
14 and you guys got in a fight about her messing with Tony?

15 A I think that's what it originally it was.
16 Because she was supposed to come home, and I think she
17 went over there instead. That's when I found out --
18 that's when I found out about that, with the idiot. Then,
19 I believe the other stuff came to light. I don't really
20 remember.

21 Q As you sit here, you think that's when you were
22 finding out about all of this at the same time?

23 A I believe so, but I don't really remember.

24 Q Do you know where Tony lived?

25 A Somewhere around there, where our other

1 Q You had trouble figuring out what was the truth?

2 A Yeah. But I know for sure she was with the
3 idiot, so that's the main reason.

4 Q Well, you saw her with him, right?

5 A Well, I found out that she was in town, but not
6 here, and that's when I found out.

7 Q Okay. Not at home -- not at your home?

8 A Yeah.

9 Q When you believed yourself to be engaged?

10 A Yes.

11 Q Okay. She was not truthful with you about her
12 whereabouts?

13 MR. EDWARDS: Object to the form.

14 THE WITNESS: Yes.

15 BY MS. MENNINGER:

16 Q And you confirmed that in some fashion?

17 A Yes.

18 Q When another problem arose at the apartment, the
19 police were called, correct?

20 MR. EDWARDS: Form.

21 THE WITNESS: Other than that?

22 BY MS. MENNINGER:

23 Q With Mr. Perkins?

24 A I don't -- all I remember is that one time.

25 Q I just did a really bad question, so let me try

1 about being forced to do things --

2 A No. She might have told me some stuff, but
3 what, I don't remember really. Who knows if it was the
4 truth at the time anyway.

5 Q And you weren't doing drugs at that time?

6 A I wouldn't say no. I know at the end, I was
7 smoking a lot. And I might have been doing some other
8 stuff. I'm not sure.

9 Q Okay. Regardless, you would not have been
10 comfortable believing your fiancé was having sex with
11 other people?

12 A No.

13 Q Did she, Ms. Roberts ever tell you that she was
14 posing naked for photographs?

15 A No.

16 Q Would you have been okay with her posing naked
17 for photographs?

18 A No.

19 Q Did Ms. Roberts ever mention Ghislaine Maxwell,
20 my client?

21 A If she did, I don't remember the name. Like I
22 said, I only remember Jeff. That name is all I really
23 remember.

24 Q Because you don't remember Ms. Maxwell's name, I
25 assume you don't remember Ms. Roberts telling you that

C E R T I F I C A T E

STATE OF FLORIDA

COUNTY OF MARION

4 I, Karla Layfield, RMR, Stenographic Court
5 Reporter, do hereby certify that I was authorized to and
6 did stenographically report the foregoing deposition of
7 James Michael Austrich; that said witness was duly sworn
8 to testify truthfully; and that the foregoing pages,
9 numbered 1 through 145, inclusive, constitute a true and
10 correct record of the testimony given by said witness to
11 the best of my ability.

12 I FURTHER CERTIFY that I am not a relative or
13 employee or attorney or counsel of any of the parties
14 hereto, nor a relative or employee of such attorney or
15 counsel, nor am I financially interested in the action.

16 WITNESS MY HAND this ____ day of June, 2016, at
17 Ocala, Marion County, Florida.

Karla Layfield, RMR
Stenographic Court Reporter

CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF MARION

I, the undersigned authority, certify that James Michael Austrich personally appeared before me and was duly sworn on the 23rd day of June, 2016.

WITNESS MY HAND AND OFFICIAL SEAL this _____ day
of June, 2016.

Karla Layfield, RMR
Notary Public
State of Florida at Large
My Commission No. FF942806
My Commission Expires 12/10/2019

Personally Known
 Professionally Known
 Produced Identification of FDL
Exp. 07/9/80

EXHIBIT M

UNITED STATES DEPARTMENT OF STATE
APPLICATION FOR PASSPORT REGISTRATION
(Type or print all capital letters in blue or black ink in white areas only)

1. NAME (First and Middle)
LAST
Robert S.

2. MAIL PASSPORT TO: STREET / BED # OR P.O. BOX
[REDACTED] APT. #
[REDACTED]

3. ZIP CODE 33470 **4. COUNTRY / IN CARE OF (if applicable)** USA

5. DATE OF BIRTH [REDACTED] **6. SOCIAL SECURITY NUMBER** [REDACTED]
Personal Information

7. HEIGHT 5'10" **8. HAIR COLOR** Brown **9. EYE COLOR** Blue

10. PERMANENT ADDRESS (DO NOT LIST P.O. BOX)
Last Name: Roberts Street: 1407 Avenue: 4 City: Lakewood State: CO Zip Code: 80401

11. BIRTHPLACE [REDACTED] **12. OCCUPATION** [REDACTED]

13. FATHER'S FULL NAME Last Name: Robert S. First Name: [REDACTED] Middle Name: [REDACTED] **14. MOTHER'S FULL MAIDEN NAME** Last Name: [REDACTED] First Name: [REDACTED]

15. HAVE YOU EVER BEEN MARRIED? Yes [REDACTED] **16. SPOUSE'S OR FORMER SPOUSE'S FULL NAME AT BIRTH** Last Name: [REDACTED] First Name: [REDACTED]

17. OTHER NAMES YOU HAVE USED [REDACTED]

18. HAVE YOU EVER BEEN ISSUED A U.S. PASSPORT? Yes No
NAME IN WHICH ISSUED [REDACTED]

19. EMERGENCY CONTACT NAME: James Auerbach TELEPHONE: [REDACTED] RELATIONSHIP: [REDACTED]

20. TRAVEL PLANS DESTINATIONS: OH, CA LENGTH OF TRIP: 31/21/01 COUNTRIES TO BE VISITED: London, UK, Hong Kong

21. STOP. DO NOT SIGN APPLICATION UNTIL REQUESTED TO DO SO BY PERSON ADMINISTERING OATH. I have not, since acquiring United States citizenship, performed any of the acts listed under "Acts of Treason" on the reverse of this application form. Unless explanatory statement is attached, I hereby swear or affirm that the statements made on this application are true and the photograph attached is a true likeness of me.

22. FOR ACCEPTANCE AGENT'S USE
Subscribed and sworn to before me
FOIA: (b)(6) [REDACTED]
(Signature of person authorized to accept applications)

23. APPLICANT'S IDENTIFYING DOCUMENTS
 DRIVER'S LICENSE PASSPORT OTHER (Specify) [REDACTED]

ISSUE DATE: [REDACTED] EXPIRATION DATE: [REDACTED]

PLACE OF ISSUE: [REDACTED] ISSUED IN THE NAME OF: [REDACTED]

24. FOR ISSUING OFFICE USE ONLY (Applicant's evidence of citizenship)
 Birth Certificate Other Passport: Robert S. Roberts' Name Report of Birth Naturalization Citizenship Cert. No. [REDACTED] Issued [REDACTED]
 Other: [REDACTED] Sent & Returned Attached [REDACTED]

FOIA: (b)(6) [REDACTED]

25	Fee	EXC	ET	OTHER
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EXHIBIT N

IN THE UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

Civil Action No. 15-cv-07433-RWS

CONFIDENTIAL VIDEOTAPED DEPOSITION OF
VIRGINIA GIUFFRE

May 3, 2016

VIRGINIA L. GIUFFRE,

Plaintiff,

v.

GHISLAINE MAXWELL,

Defendant.

APPEARANCES:

FAMER, JAFFE, WEISSING, EDWARDS, FISTOS &
LEHRMAN, P.L.

By Brad Edwards, Esq.
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Appearing on behalf of the
Plaintiff

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Appearing on behalf of the
Plaintiff

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6 Appearng on behalf of the
Defendant

7 Also Present:

8 Brenda Rodriguez, Paralegal
Nicholas F. Borgia, CLVS Videographer
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Pursuant to Notice and the Federal Rules of Civil Procedure, the VIDEOTAPED DEPOSITION OF VIRGINIA GIUFFRE, called by Defendant, was taken on Tuesday, May 3, 2016, commencing at 9:00 a.m., at 150 East 10th Avenue, Denver, Colorado, before Kelly A. Mackereth, Certified Shorthand Reporter, Registered Professional Reporter, Certified Realtime Reporter and Notary Public within Colorado.

* * * * *

T N D E X

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MS. MENNINGER	8
PRODUCTION REQUEST(S):	
(None.)	

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1 January 19th, 2015?

2 A At the very top of the page it says
3 January 21st, 2015.

4 Q The date it was filed. Is there a date
5 just above the signature block?

6 A Oh, yes, sorry. Yes, there is.

7 Q And what date -- what date was that?

8 A The 19th day of January, 2015.

9 Q Okay. And this document is something that
10 you believe contains the truth, correct?

11 A To the best of my knowledge at the time,
12 yes.

13 Q All right. Did something change between
14 the time then and today that makes you believe that
15 it's not all accurate?

16 A Well, as you can see, in line 4 on page 1,
17 I wasn't aware of my dates. I was just doing the
18 best to guesstimate when I actually met them.

19 Since then I've been able to find out that
20 through my Mar-a-Lago records that it was actually
21 the summer of 2000, not the summer of 1999.

22 Q Oh, I'm sorry. Are you back on page 1?

23 A On the first page.

24 Q Okay.

25 A Yes.

1 Q And you're talking about line 4?

2 A Line 4.

3 Q Paragraph 4 or line 4?

4 A Oh, sorry. Number 4, the paragraph
5 number 4.

6 Q Okay. And what part of paragraph 4 do you
7 now believe to be untrue?

8 A In approximately --

9 MR. EDWARDS: Object to the form.

10 You can answer.

11 A In approximately 1999 when I was 15 years
12 old I met Ghislaine Maxwell.

13 Q (BY MS. MENNINGER) Okay.

14 A I now know that it was 2000, that I was 16
15 years old when I met Ghislaine Maxwell.

16 Q So when you signed this document under
17 penalty of perjury stating that it was true, you no
18 longer believe that to be true, correct?

19 A It was an honest mistake. We had no idea
20 how to pinpoint without any kind of records or dates
21 or anything like that. I was just going back
22 chronologically through time. And that's the best
23 time that I thought it was. And now I know the
24 facts, so it's good to know.

25 Q So you now believe that a document you

1 filed under oath is no longer true, correct?

2 MR. EDWARDS: Object to the form.

3 A I wouldn't say that it wasn't true. I was
4 just unaware of the times and the dates.

5 Q (BY MS. MENNINGER) Again, is there more
6 than one truth, Ms. Roberts?

7 A No, there's no more than one truth.

8 Q All right. So a document in which you
9 swore that you were 15 years old when you met
10 Ms. Ghislaine Maxwell is an untrue statement,
11 correct?

12 MR. EDWARDS: Object to the form.

13 A It's not that it's an untrue statement.

14 It was a mistake. So it wasn't intentionally trying
15 to say something that wasn't true. It was to my best
16 knowledge that I thought it was 1999. And when I got
17 my records from Mar-a-Lago I was able to find out
18 that it was 2000. And this was entered before I
19 found out the actual dates that I did work at
20 Mar-a-Lago.

21 Q (BY MS. MENNINGER) Okay. So a document
22 that you filed under oath --

23 A Um-hum.

24 Q -- is now, you believe to be untrue,
25 correct?

1 MR. EDWARDS: Objection. Asked and
2 answered.

3 Q (BY MS. MENNINGER) You may answer.

4 MR. EDWARDS: Answer again.

5 A Again, I wouldn't say it's untrue. Untrue
6 would mean that I would have lied. And I didn't lie.
7 This was my best knowledge at the time. And I did my
8 very best to try to pinpoint time periods going back
9 such a long time ago.

10 It wasn't until I found the facts that I
11 worked at Mar-a-Lago in 2000 that I was able to
12 figure that out.

13 Q (BY MS. MENNINGER) And approximately when
14 did you learn those facts about the dates you worked
15 at Mar-a-Lago?

16 A I would say it was mid-2015.

17 Q Mid-2015 is the first time you became
18 aware of the dates --

19 A I don't know the exact --

20 Q If you could just let me finish.

21 A I'm sorry.

22 Q That's all right. Approximately mid-2015
23 when you learned the true dates that you had worked
24 at Mar-a-Lago?

25 A That's correct. Sorry.

1 a lot of the circumstances that I had been subjected
2 to, I decided I wanted to get my GED.

3 Q Okay. So you were going to an actual
4 school to get your GED, that's what you're saying?

5 A Yes.

6 Q And that school, whatever it was, where
7 you were getting your GED was not Palm Beach High
8 School, right?

9 A No.

10 Q And it -- whatever the school was where
11 you were getting your GED took a summer break?

12 A I believe so, yes.

13 Q And that was in 2000?

14 A Now that we know the right dates, yes.

15 Q And that's when your dad helped you get a
16 quote-unquote summer job?

17 A Yes.

18 Q All right. And that summer job was
19 Mar-a-Lago?

20 A Yes.

21 Q Okay. Now tell me how you sort of came
22 into Mar-a-Lago for the first time? He asked you to
23 come? They called you? What happened?

24 A My dad was very liked there. So I think
25 he talked to the people who were in HR. And then

1 mic higher up on your jacket, please?

2 THE DEPONENT: Sure.

3 THE VIDEOGRAPHER: Thank you.

4 THE DEPONENT: Tell me if that's okay.

5 Better?

6 A Okay. Page 40?

7 Q (BY MS. MENNINGER) Right. Do you see the
8 first full paragraph on that page?

9 A I do.

10 Q The first line begins: I spent my sweet
11 16th birthday on his island in the Caribbean next to
12 Little (sic) St. James Isle. He liked to call it
13 Little St. Jeff's. His ego was enormous as his
14 appetite for fornicating.

15 Do you see that sentence?

16 A I do.

17 Q That is not true, correct? You were not
18 spending your sweet 16th birthday on Little St. James
19 Isle, correct?

20 A Based on my knowledge at the time that I
21 wrote this manuscript, I thought I did spend my 16th
22 birthday there. And so I put it down in there as
23 that. Now I know that it wasn't my 16th birthday.

24 Q Or your sweet 16th birthday?

25 A Well, we --

1 MR. EDWARDS: Object to the form.

2 Harassing.

3 Q (BY MS. MENNINGER) Was it your sweet 16th
4 birthday?

5 A Is it not custom to call your 16th
6 birthday sweet? Have you never heard that saying
7 before?

8 Q Was it your sweet 16th birthday,
9 Ms. Giuffre?

10 A As we --

11 MR. EDWARDS: She's answered the question.
12 It's been asked and answered.

13 MS. MENNINGER: She asked me a question,
14 actually. You're not testifying here.

15 Q (BY MS. MENNINGER) Was it your sweet 16th
16 birthday?

17 A As I thought, in the manuscript when I
18 wrote it, I thought it was my sweet 16th birthday.

19 Q Okay. Now that you know it wasn't, where
20 did you spend your sweet 16th birthday?

21 A Well, I don't know.

22 Q Well, just give us your best guess.

23 MR. EDWARDS: Objection. And she's not
24 going to guess today. She's going to tell you the
25 answers as she remembers them.

1 A Again, I don't know.

2 Q Do you recall any present you actually got
3 on your sweet 16th birthday?

4 A No, I don't. I don't know where I spent
5 it, who I spent it with or what I got. I'm sorry.

6 Q How long did you work at Mar-a-Lago?

7 A Best of my recollection, it was a summer
8 job. I believe I started in June. And I think I
9 only worked there approximately two weeks, two, three
10 weeks.

11 Q How many hours a week did you work?

12 A I want to say it was a -- I want to say
13 it's a full-time job.

14 Q Do you recall it being a full-time job?

15 A It was a summer job, but just thinking
16 back, my dad used to bring me in and bring me home.
17 So he worked full time, all day. So -- and I didn't
18 lounge around Mar-a-Lago so, yes, I think it would
19 have been a full-time job.

20 Q And how much did you make per hour?

21 A Approximately, I think I remember making
22 \$9 an hour.

23 Q The bracelet and earrings you got for your
24 birthday, some birthday, on Little -- or where was
25 that birthday party, at Little St. James?

1 Q Which brother?

2 A Sky.

3 Q What about your other brother?

4 A I think he had moved out by then.

5 Q What forms of communication did you have?

6 Just a home phone number, or what?

7 A Yeah, there was a home phone.

8 Q When do you recall ever getting a cell
9 phone?

10 A The first cell phone I ever got was the
11 one that Ghislaine gave to me.

12 Q So you never had -- your parents, did they
13 have ones when you were working at Mar-a-Lago?

14 A No, my dad used to -- like, we had phones
15 in the spa and maintenance area and so on, so forth.
16 And you could, so to speak, page people from around
17 the courts.

18 Q Okay. So tell me what you recall of the
19 first conversation that you had with Ghislaine
20 Maxwell.

21 A I'm sitting there reading my book about
22 massage therapy, as I'm working in the spa. And I'm
23 getting my GE -- well, I was in the process of
24 getting my GED before I went to my summer job. I
25 decided that I would like to become a massage

1 A Yes.

2 Q Who else was at home when you got home?

3 A My mom, my dad and my brother.

4 Q Which brother?

5 A Sky.

6 Q And anyone else who was there at the time?

7 A I believe Michael might have been living
8 with me at that time. So he might have been there.

9 Q Do you recall if he was there when you got
10 home?

11 A I don't really remember. I remember what
12 I did when I got home, that I basically made a
13 beeline for the bathroom.

14 Q Let me ask you a question. Michael was
15 living with you at that home, at your parents' home
16 at the time, is your best recollection today; is that
17 right?

18 A That's my best recollection, yes.

19 Q When you say living with you, were you
20 guys staying in the same room?

21 A Yes.

22 Q Were you engaged at that time to him?

23 A That was a really weird relationship. He
24 was a friend who looked after me, and he did propose
25 to me and I did say yes. But my heart was never in

1 it.

2 He was somebody that helped me off the
3 streets so I felt compelled to say yes to him.

4 Q Okay. So when he proposed to you and you
5 said yes, did that take place before you started
6 working at Mar-a-Lago or after you started working at
7 Mar-a-Lago?

8 A Before.

9 Q And so if he were living with your parents
10 at that time, you were living in the same room; is
11 that correct?

12 A I believe so.

13 Q And your parents understood him to be your
14 fiance?

15 A I don't think they agreed with it, but I
16 think they understood it as that. I mean --

17 Q I mean, you communicated to them that he
18 had proposed and you had accepted?

19 A Yeah, in not such a pretty way. I mean,
20 they obviously weren't very happy about it. And it
21 wasn't my true intentions to ever marry him.

22 Q Okay.

23 A But I did it to make him feel okay. I
24 didn't want to be mean.

25 Q What did your mom say about your

1 know where it was when she said to go do this.

2 Q (BY MS. MENNINGER) Okay. Where were you
3 sent to have sex with the owner of a large hotel
4 chain by Ghislaine Maxwell?

5 MR. EDWARDS: Object to the form.

6 A I believe that was one time in France.

7 Q (BY MS. MENNINGER) Which time in France?

8 A I believe it was around the same time that
9 Naomi Campbell had a birthday party.

10 Q Where did you have sex with the owner of a
11 large hotel chain in France around the time of Naomi
12 Campbell's birthday party?

13 A In his own cabana townhouse thing. It was
14 part of a hotel, but I wouldn't call it a hotel.

15 Jeffrey was staying there. Ghislaine was
16 staying there. Emmy was staying there. I was
17 staying there. This other guy was staying there. I
18 don't know his name.

19 I was instructed by Ghislaine to go and
20 give him an erotic massage.

21 Q She used the words erotic massage?

22 A No, that's my word. The word massage is
23 what they would use. That's their code word.

24 Q Was she in the room when you gave this
25 erotic massage to the owner of a large hotel chain?

1 A No, she was not in the room. She was in
2 another cabana.

3 Q And other than telling you to go give the
4 owner of this large hotel chain a massage, do you
5 remember any other words she used to you to direct
6 you in what you should do?

7 A Not at the time, no.

8 Q Where did -- where were you and where was
9 Ms. Maxwell when she directed you to go have sex with
10 Marvin Minsky?

11 MR. EDWARDS: Object to the form.

12 A I don't know.

13 Q (BY MS. MENNINGER) Where did you go to
14 have sex with Marvin Minsky?

15 A I believe it was the U.S. Virgin Islands,
16 Jeff's -- sorry, Jeffrey Epstein's island in the U.S.
17 Virgin Islands.

18 Q And when was that?

19 A I don't know.

20 Q Do you have any time of year?

21 A No.

22 Q Do you know how old you were?

23 A No.

24 Q Other than Glenn Dubin, Stephen Kaufmann,
25 Prince Andrew, Jean Luc Brunel, Bill Richardson,

1 another prince, the large hotel chain owner and
2 Marvin Minsky, is there anyone else that Ghislaine
3 Maxwell directed you to go have sex with?

4 A I am definitely sure there is. But can I
5 remember everybody's name? No.

6 Q Okay. Can you remember anything else
7 about them?

8 A Look, I've given you what I know right
9 now. I'm sorry. This is very hard for me and very
10 frustrating to have to go over this. I don't -- I
11 don't recall all of the people. There was a large
12 amount of people that I was sent to.

13 Q Do you have any notes of all these people
14 that you were sent to?

15 A No, I don't.

16 Q Where are your notes?

17 A I burned them.

18 Q When did you burn them?

19 A In a bonfire when I lived at Titusville
20 because I was sick of going through this shit.

21 Q Did you have lawyers who were representing
22 you at the time you built a bonfire and burned these
23 notes?

24 A I've been represented for a long time, but
25 it was not under the instruction of my lawyers to do

1 this. My husband and I were pretty spiritual people
2 and we believed that these memories were worth
3 burning.

4 Q So you burned notes of the men with whom
5 you had sex while you were represented by counsel in
6 litigation, correct?

7 MR. EDWARDS: Object to the form.

8 A This wasn't anything that was a public
9 document. This was my own private journal, and I
10 didn't want it anymore. So we burned it.

11 Q (BY MS. MENNINGER) When did you write
12 that journal?

13 A Just over time. I started writing it
14 probably in, I don't know, I can't speculate, 2012,
15 2011.

16 Q So you did not write this journal at the
17 time it happened?

18 A No.

19 Q You started writing this journal
20 approximately a decade after you claim you finished
21 being sexually trafficked, correct?

22 A Yes.

23 Q And you started writing a journal after
24 you had a lawyer, correct?

25 A Correct.

1 Q Including Mr. Edwards, who is sitting
2 right here, correct?

3 A Correct.

4 Q What did that journal look like?

5 A It was green.

6 Q And what else?

7 A It was just a spiral notebook.

8 Q Okay. And what did you put into that
9 green spiral notebook?

10 A Bad memories. Things that I've gone
11 through, lots of things, you know. I can't tell you.
12 There was a lot of pages. It was over 300 pages in
13 that book.

14 Q Did you ever show that book to your
15 lawyers?

16 A No.

17 Q Did you show that book to anyone?

18 A My husband.

19 Q Did you show it to anyone else besides
20 your husband?

21 A No.

22 Q Did you tear out pages and give them to
23 Sharon Churcher?

24 A No, I wrote -- those pages that you're
25 talking about, I wrote for her specifically. She

1 wanted to know about the Prince Andrew incident.

2 Q So that's a different piece of paper?

3 A Yeah, that's just random paper.

4 Q So you had a green spiral notebook that
5 you began sometime in 2011 or 2012 in which you wrote
6 down your recollections about what had happened to
7 you, and you burned that in a bonfire in 2013.

8 Did I get that right?

9 A You got that right.

10 Q And do you have no other names of people
11 to whom you claim Ghislaine Maxwell directed you to
12 have sex, correct?

13 A At this time, no.

14 Q Is there any document that would refresh
15 your recollection that you could look at?

16 A If you have a document you'd like to show
17 me, I would be glad to look at it and tell you the
18 names I recognize off of that.

19 Q I'm just asking you if there's a document
20 you know of that has this list of names in it?

21 A Not in front of me, no.

22 Q Where is the original of the photograph
23 that has been widely circulated in the press of you
24 with Prince Andrew?

25 A I probably still have it. It's not in my

1 other terms of his probationary period?

2 A No. He went to everything that he was
3 supposed to go to.

4 Q Has he paid his fines?

5 A Yes, as far as I know.

6 Q Describe for me the contract that you had
7 with the Mail On Sunday?

8 A Could you be a little bit more specific?

9 Like --

10 Q Have you had more than one contract with
11 the Mail On Sunday?

12 A Well, there was one contract for the
13 picture. And that was to pay me 140,000 for the
14 picture. And then two stories were printed after
15 that for the amount of 10,000 each.

16 Q Is that the only money that you received
17 from the Mail On Sunday?

18 A Correct.

19 Q Did you receive any money for syndication
20 of the photograph?

21 A Isn't that what the 140 was for?

22 Q I'm asking you.

23 A Well, I don't really know what syndication
24 means.

25 Q Did you have a written contract with the

1 Mail on Sunday?

2 A Yes.

3 Q Where is that contract right now?

4 A I don't know. I've moved that many times.

5 I -- I lose paperwork wherever I go.

6 Q Is it possible it's in the boxes in
7 Sydney?

8 A I don't think I kept it, to be honest.

9 Q Did you ever refer back to it after you
10 signed it?

11 A I know I kept it for a short while, but I
12 mean, like I said, I've moved countries twice in the
13 last two years and three different houses. So the
14 paper trail is lost. I don't know where it would be.

15 Q Did you receive it via e-mail?

16 A No. I received it -- Sharon Churcher
17 handed it to me by paper.

18 Q And you signed it?

19 A I signed it.

20 Q And then did you make a copy of it?

21 A No.

22 Q You never had a copy of it?

23 A Well, I had my own copy. I'm sure she has
24 hers.

25 Q Do you recall there being a period of

1 STATE OF COLORADO)

2) ss. REPORTER'S CERTIFICATE

3 COUNTY OF DENVER)

4 I, Kelly A. Mackereth, do hereby certify
5 that I am a Registered Professional Reporter and
6 Notary Public within the State of Colorado; that
7 previous to the commencement of the examination, the
8 deponent was duly sworn to testify to the truth.

9 I further certify that this deposition was
10 taken in shorthand by me at the time and place herein
11 set forth, that it was thereafter reduced to
12 typewritten form, and that the foregoing constitutes
13 a true and correct transcript.

14 I further certify that I am not related to,
15 employed by, nor of counsel for any of the parties or
16 attorneys herein, nor otherwise interested in the
17 result of the within action.

18 In witness whereof, I have affixed my
19 signature this 11th day of May, 2016.

20 My commission expires April 21, 2019.

21
22 _____
23 Kelly A. Mackereth, CRR, RPR, CSR
24 216 - 16th Street, Suite 600
25 Denver, Colorado 80202

EXHIBIT O

Page: 1 Document Name: untitled

PANEL: _____

A07. ASSIGNMENT HISTORY

YEAR: 16

T234

Monday May 23, 2016 9:04 am

STDT: 12870606 ROBERTS, VIRGINIA L

SCHL: 3390 GR: 10 ST: I

A ENTRY		WITHDRAWAL P										E					
C	CD	DATE	OD	CD	DATE	R	PF	SY	CL	DS	SCHL	DESC	GR	PRS	ABS	UNX	Y
-	R02	101201		W26	030702	N	-	02	01		3390	SURVIVORS	10	56	31		Y
-	R02	092001		W02	101101	N	-	02	01		2331	ROYAL PALM HIG	10	13	1		-
-	EA1	081401		W32	092001	Z	-	02	A1		2192	WLLNGTN HS ADL	30				-
-	EA1	081600		W47	081301	Z	-	01	A1		2192	WLLNGTN HS ADL	30				Y
-	EA1	062100		W47	081500	Z	-	00	A1		2192	WLLNGTN HS ADL	30				Y
-	E01	081699		W03	081699	N	-	00	01		2331	ROYAL PALM HIG	10				-
-	E01	081998		W02	060999	P	-	99	01		0581	FOREST HILL HI	09	155	25		Y
-	E01	082097		W01	061098	R	-	98	01		2331	ROYAL PALM HIG	09	147	33		Y
-	E01	082097		W22	082097	N	-	98	01		2191	WELLINGTON HIG	09				-
-	R03	040797		W02	061197	P	-	97	01		1691	CRESTWOOD MID	08	40	5		Y
-	E01	082294		DNE	082294	N	-	95	01		1703	ROYAL PINES SC	06				-
-	E01	082393		W02	061094	P	-	94	01		1901	LOXAHATCHEE EL	05	167	13		Y
-	E01	082592		W01	061193	P	-	93	01		1901	LOXAHATCHEE EL	04	176	4		Y

PF1=HELP 3=EXIT 5=REFRESH 7=BKWD 8=FWD 9=NEXT PAGE 12=ESCAPE

PAGE FULL...CONTINUE.

TERML: I1B5

TO - DISTRICT: 0000050 PALM BEACH CURRENT DISTRICT: 3390 DEMOGRAPHIC INFORMATION FILE: SRTS12TS
 GRADE LEVEL: 10 PREPARED DATE: 03/31/2008 CURRENT DISTRICT: 50 PALM BEACH PAGE 1
 CURRENT SCHOOL: 3390 SURVIVORS CHARTER SCHOOL

LEGAL NAME: ROBERTS, VIRGINIA L.
 MAILING ADDRESS: 12959 RACKLEY RD LOXAHATCHEE FL 33470
 DISTRICT STUDENT ID: 120870606 FL STUDENT ID-ALIAS: [REDACTED]
 PARENT/GUARDIAN (NAME/CODE): SKY ROBERTS RACIAL/ETHNIC CATEGORY: W SEX: F
 PARENT LYNN ROBERTS BIRTHPLACE: SACRAMENTO CA
 PARENT BIRTHPLACE: SACRAMENTO CA

IMMUNIZATION STATUS: PERMANENT IMMUNIZATION CERTIFICATE

VACCINE STATUS	DATE	DOSE	DATE	DOSAGE	CERTIFICATE EXPIRATION DATE
DTP	1 11/02/1983	2	02/03/1984	3	04/27/1984
TD	1 06/24/1997				04/24/1987
POLIO	1 11/02/1983	2	02/03/1984	3	04/24/1987
HIB	1 04/24/1987				09/27/1988
MMR	1 04/24/1987	2	04/18/1997		
MEASLES	1 04/24/1987				
HEP B 3DOSE	1 04/18/1997	2	06/24/1997	3	09/08/1999

DISTRICT: 50 SCHOOL: 3390 NO COURSES TAKEN COURSE INFORMATION
 YEAR: 1989-1990 GRADE LEVEL: NA DISTRICT: 50 SCHOOL: 1901 LOXAHATCHEE GROVES ELEM.
 YEAR: 1991-1992 GRADE LEVEL: 03

DISTRICT-TERM:	GPA	QTY	PTS	COURSE#	COURSE TITLE	SUBJECT	CRSE	CREDIT
STATE-TERM:				5100090	THIRD GRADE	AREA FLAG	GRD ATT	/EARN
1.4286	5.00	CUM: 1.5429	27.00	3		P	0.00	0.00
1.4286	5.00	CUM: 1.5429	27.00	3		P	0.00	0.00

1989-1990 ANNUAL DAYS-PRESENT: 0 ABSENT: 0 1991-1992 ANNUAL DAYS-PRESENT: 180 ABSENT: 0
 SUMMER TERMS DAYS-PRESENT: 0 ABSENT: 0 SUMMER TERMS DAYS-PRESENT: 0 ABSENT: 0
 ACADEMICALLY PROMOTED

DISTRICT: 50 SCHOOL: 3390 NO COURSES TAKEN DISTRICT: 50 SCHOOL: 1901 LOXAHATCHEE GROVES ELEM.
 YEAR: 1990-1991 GRADE LEVEL: NA YEAR: 1992-1993 GRADE LEVEL: 04
 DISTRICT-TERM: 1.4286 GPA QTY PTS SUBJECT CRSE CREDIT
 STATE-TERM: 1.4286 5.00 CUM: 1.5429 27.00 AREA FLAG GRD ATT /EARN
 DISTRICT-TERM: 1.4286 GPA QTY PTS SUBJECT CRSE CREDIT
 STATE-TERM: 1.4286 5.00 CDM: 1.5429 27.00 3 5100100 FOURTH GRADE P 0.00 0.00
 1990-1991 ANNUAL DAYS-PRESENT: 0 ABSENT: 0 1992-1993 ANNUAL DAYS-PRESENT: 176 ABSENT: 4
 SUMMER TERMS DAYS-PRESENT: 0 ABSENT: 0 SUMMER TERMS DAYS-PRESENT: 0 ABSENT: 0
 ACADEMICALLY PROMOTED

OFFICIAL TRANSCRIPT
 THE SCHOOL DISTRICT OF
 PALM BEACH COUNTY, FLORIDA
 APR 1 2008
L. Hatchett
 RECORDS CUSTODIAN

TO - DISTRICT: 0000050 PALM BEACH
 GRADE LEVEL: 10 PREPARED DATE: 03/1/2008 CURRENT DISTRICT: 50 PALM BEACH
 CURRENT SCHOOL: 3390 SURVIVORS CHARTER SCHOOL

LEGAL NAME: ROBERTS, VIRGINIA L.

(561) 712-1800

DISTRICT: 50 SCHOOL: 1901 LOXAHATCHEE GROVES ELEM.		DISTRICT: 50 SCHOOL: 2331 ROYAL PALM BEACH COMP HIG	
YEAR: 1993-1994	GRADE LEVEL: 05	YEAR: 1997-1998	GRADE LEVEL: 09
T	COURSE#	COURSE TITLE	SUBJECT CRSE
3	5100110	FIFTH GRADE	AREA FLAG GRD ATT./EARN T COURSE# CCURSE# TITLE
3	5100110	FIFTH GRADE	P 0.00 0.00 1 0708340 SPANISH 1
			P 0.00 0.00 1 1001310 ENG 1
			1 1200370 ALGEBRA IA
			1 1503400 BEG AEROBICS
1993-1994	ANNUAL	DAYS-PRESENT:	13
SUMMER TERMS	TERMS	DAYS-PRESENT:	0 ABSENT:
ACADEMICALLY	PROMOTED:		0
DISTRICT: 50 SCHOOL:	3390 NO COURSES TAKEN		
YEAR: 1994-1995	GRADE LEVEL: NA		
DISTRICT-TERM:	GPA QTY PTS	GPA QTY PTS	GPA QTY PTS
STATE-TERM:	1.4286 5.00	CUM: 1.4229 27.00	CUM: 1.5429 27.00
DISTRICT: 50 SCHOOL:	1901 LOXAHATCHEE GROVES ELEM.	DISTRICT: 50 SCHOOL: 2331 ROYAL PALM BEACH COMP HIG	DISTRICT: 50 SCHOOL: 2331 ROYAL PALM BEACH COMP HIG
YEAR: 1994-1995	ANNUAL DAYS-PRESENT:	0 ABSENT:	0 ABSENT:
SUMMER TERMS	TERMS	DAYS-PRESENT:	DAYS-PRESENT:
NOT ENROLLED IN DISTRICT K-12 AT END OF SCHOOL YEAR			
DISTRICT-TERM:	1691 CRESTWOOD MIDDLE		
YEAR: 1996-1997	GRADE LEVEL: 08		
T	COURSE#	COURSE TITLE	SUBJECT CRSE
2	0400010	M/J DRAMA 2	AREA FLAG GRD ATT./EARN
2	8500240	TEEN CHALLENGES	A 0.00 0.00
3	1001070	M/J LANG ARTS 3	C 0.00 0.00
3	1205070	M/J MATH 3	C 0.00 0.00
3	2002100	M/J COMPRE SCI 3	D 0.00 0.00
3	2103050	M/J FLOR:CHA AND CHO	C 0.00 0.00
			NOT ENROLLED IN DISTRICT K-12 AT END OF SCHOOL YEAR
			CREDIT: TERM: 0.00 0.00
1996-1997	ANNUAL DAYS-PRESENT:	40 ABSENT:	5 ABSENT:
SUMMER TERMS	TERMS	DAYS-PRESENT:	DAYS-PRESENT:
ACADEMICALLY	PROMOTED:	0 ABSENT:	0 ABSENT:

OFFICIAL TRANSCRIPT
 THE SCHOOL DISTRICT OF
 PALM BEACH COUNTY, FLORIDA
 APR 1 2008

 RECORDS CUSTODIAN

TO : DISTRICT: 00000 PALM BEACH
 GRADE LEVEL: 10 PREPARED DATE: 03/31/2008

SCHOOL: 3390 COURSE INFORMATION
 CURRENT DISTRICT: 50 PALM BEACH
 CURRENT SCHOOL: 3390 SURVIVORS CHARTER SCHOOL

LEGAL NAME: ROBERTS, VIRGINIA L

DISTRICT: 50 SCHOOL: 0581 FOREST HILL HIGH
 YEAR: 1998-1999 GRADE LEVEL: 09

T	COURSE#	COURSE TITLE	SUBJECT	CRSE	CREDIT	AREA FLAG	GRD ATT.	EARN	DISTRICT-TERM:	GPA	QTY	PTS	GPA	QTY	PTS
1	0500500	PERS, CAR, SCH DEV 1	EL	RJ	B	0.50	0.50		1.4286	5.00	CUM:	1.5429	27.00		
1	0701320	FRENCH 1	EN	RJ	A	0.50	0.50		1.4286	5.00	CUM:	1.5429	27.00		
1	1001340	ENG 2	MA	JR	F	0.50	0.00	2000-2001 ANNUAL DAYS-PRESENT:	0	ABSENT:	0				
1	1200380	ALGEBRA IB	EL					SUMMER TERMS DAYS-PRESENT:	0	ABSENT:	0				
1	1900300	DRIVER ED CLASS	SC	RJ	A	0.50	0.50	PROMOTION STATUS NOT APPLICABLE							
1	2000310	BIOLOGY 1	WH	RJ	C	0.50	0.50								
1	2109310	WORLD HIST	EL	RJ	F	0.50	0.00	DISTRICT: 50 SCHOOL: 3390 SURVIVORS CHARTER SCHOOL	10						
2	0500500	PERS, CAR, SCH DEV 1	FL	RJ	F	0.50	0.00	YEAR: 2001-2002 GRADE LEVEL: 10							
2	0701320	FRENCH 1	FL	RJ	F	0.50	0.00	SUBJECT CRSE TITLE CREDIT							
2	0800300	HEALTHY-LIF MGMT SKL	LM	RJ	F	0.50	0.00	AREA FLAG GRD ATT./EARN							
2	1001340	ENG 2	EN	RJ	F	0.50	0.00	COURSE TITLE							
2	1200380	ALGEBRA IB	MA	JR	F	0.50	0.00	PEPS, CAR, SCH DEV 4							
2	1200310	BIOLOGY 1	SC	RJ	F	0.50	0.00	1.001440 BUSINESS ENG 1							
2	2109310	WORLD HIST	WH	RJ	F	0.50	0.00	1.205370 CONSUMER MATH MA C							
		CREDIT, TERM:				7.00	3.00	1.8300310 WORKPLACE ESSENTIALS VO B							
		GPA QTY PTS						1.8301610 WORK EXP 1 VO F							
		DISTRICT-TERM:	1.2857	9.00	CUM: 1.5714	22.00		1.8301650 WORK EXP-OJT VO F							
		STATE-TERM:	1.2857	9.00	CUM: 1.5714	22.00		CREDIT, TERM:	3.50	2.00					

T	COURSE#	COURSE TITLE	SUBJECT	CRSE	CREDIT	AREA FLAG	GRD ATT.	EARN	DISTRICT-TERM:	GPA	QTY	PTS	GPA	QTY	PTS
1	1998-1999 ANNUAL DAYS-PRESENT:	155	ABSENT:	25	DISTRICT-TERM:	1.4286	5.00	CUM:	1.5429	27.00					
	SUMMER TERMS DAYS-PRESENT:	0	ABSENT:	0	STATE-TERM:	1.4286	5.00	CUM:	1.5429	27.00					
	ACADEMICALLY PROMOTED														
	DISTRICT: 50 SCHOOL: 3390 NO COURSES TAKEN														
	YEAR: 1999-2000 GRADE LEVEL: NA														

DISTRICT-TERM:	GPA	QTY	PTS	DISTRICT-TERM:	GPA	QTY	PTS
1.4286	5.00	CUM: 1.5429	27.00	1.4286	5.00	CUM: 1.5429	27.00
STATE-TERM:	1.4286	CUM: 1.5429	27.00				

1999-2000 ANNUAL DAYS-PRESENT: 0 ABSENT: 0
 SUMMER TERMS DAYS-PRESENT: 0 ABSENT: 0
 NOT ENROLLED IN DISTRICT K-12 AT END OF SCHOOL YEAR

OFFICIAL TRANSCRIPT
 THE SCHOOL DISTRICT OF
 PALM BEACH COUNTY, FLORIDA

APR 1 - 2008

L. Hatchett
 RECORDS CUSTODIAN

TO - DISPERSED: 30000050 PAM BEACH
GRADE LEVEL: 10 PREPARED DATE: 03/31/2006
CURRENT DISTRICT: 50 PALM BEACH
CURRENT SCHOOL: 3390 SURVIVORS CHARTER SCHOOL
SCHOOL: 3390 GRADUATION SUMMARY
FILE: SRTS1218 PAGE 4

LEGAL NAME: ROBERTS, VIRGINIA L.

OFFICIAL TRANSCRIPT
THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

APR 1 2008
J. Hatchett
RECORDS CUSTODIAN

TO - DISTRICT: 0000050 PALM BEACH
 GRADE LEVEL: 10 PREPARED DATE: 03/31/2008

SCHOOL: 3390 COMMENTS: CURRENT DISTRICT: 50 PALM BEACH
 CURRENT SCHOOL: 3390 SURVIVORS CHARTER SCHOOL

LEGAL NAME: ROBERTS, VIRGINIA L.

(561) 712-1600

CODE DEFINITION		CODE DEFINITION		CODE DEFINITION	
CODE	DEFINITION	CODE	DEFINITION	CODE	DEFINITION
1	SEMESTER 1	S	COMBINED SUMMER SESSION	B	TRIMESTER 1
2	SEMESTER 2	T	INTERSESSION 1*	C	TRIMESTER 2
3	ANNUAL	U	INTERSESSION 2*	D	TRIMESTER 3
4	SUMMER SESSION 1	V	INTERSESSION 3*	6	QUARTER 1
5	SUMMER SESSION 2	W	INTERSESSION 4*	7	QUARTER 2
R	SHORT COURSE**	X	INTERSESSION 5*	8	QUARTER 3
			X	9	QUARTER 4

* USED (INSTEAD OF SUMMER SCHOOL SESSIONS) WITH YEAR-ROUND SCHOOL RECORDKEEPING
 ** USED ONLY FOR WORKFORCE DEVELOPMENT EDUCATION (ADULT GENERAL AND POSTSECONDARY VOCATIONAL EDUCATION)

*** USED ONLY FOR REPORTING STUDENTS WHO HAVE WITHDRAWN BETWEEN SCHOOL YEARS

STATE GRADING SCALE FOR HIGH SCHOOL STUDENTS (REGARDLESS OF ENTRY DATE) EFFECTIVE SCHOOL YEAR 1997-1998

GRADING SCALE, EFFECTIVE 07/01/2001

GRADE	GRADE	QUALITY POINTS	GRADE	GRADE	QUALITY POINTS
A = 90 - 100	4.00		B = 80 - 89	3.00	
D = 60 - 69	1.00		F = 0 - 59	0.00	

GRADING SCALE, PRIOR TO 07/01/2001

GRADE	GRADE	QUALITY POINTS	GRADE	GRADE	QUALITY POINTS
A = 94 - 100	4.00		B = 85 - 93	3.00	
D = 70 - 76	1.00		F = 0 - 69	0.00	

NOTE: FROM THE 1987-1988 THROUGH THE 1996-1997 SCHOOL YEARS, FOR STUDENTS ENTERING HIGH SCHOOL DURING THESE YEARS, THE GRADE EQUIVALENTS FOR C, D, AND F WERE:
 C = 75-84, D = 65-74, AND F = 0-64; QUALITY POINTS AND ALL OTHER GRADES WERE:
 THE SAME AS THOSE SHOWN IN THE IMMEDIATELY PRECEDING STATE GRADING SCALE.

TO : DISTRICT: 000050 PALM BEACH
 GRADE LEVEL: 10 PREPARED DATE: 03/31/2008 CURRENT SCHOOL: 3390 COMMENTS
 CURRENT DISTRICT: 50 PALM BEACH CURRENT SCHOOL: 3390 SURVIVORS CHARTER SCHCOL FILE: SKTG121S
 PAGE 6

LEGAL NAME: ROBERTS, VIRGINIA L

(561) 712-1800

- - - - - STATE DEFINED COURSE FLAGS - - - - -

R=ACADEMIC SCHOLAR-ELECTIVE

G=GIFTED

I=INCLUDE IN GPA

P=COURSE IS IN PROGRESS

S=CREDIT AWARDED BY SLEP EXAM

VOCATIONAL SUBSTITUTION COURSES-

\$=JOURNALISM SUB FOR PRAC ARTS

2=SUB FOR BUS EN I 1201440

3=SUR FOR BUS EN I 1201440

5=SUB FOR MA I 1205300/II 1205390

6=SUB FOR GEN SCI 2002310

8=SUB FOR FRE ALGEBRA 1200100

A=JROTC CST GD SUB FOR SCIENCE

O=JROTC ARMY SUB FOR LIFE MGMT

Q=JROTC MARINE SUB FOR LIFE MGMT

#=SUB FOR ENV SCI 2001340

*=SUBSTITUTE FOR COURSE SPECIFIED ON FOLLOWING LINE ON COURSE LIST

ELL INSTRUCTION-
 M=HOME LANGUAGE INSTRUCTION
 D=ESOL INSTRUCTION

B=HOME LANGUAGE &/OR ESOL INSTRUCTION (ELEMENTARY SELF-CONTAINED)

- - - - - FY 1991-1992 COMMENTS - - - - -

THE PALM BEACH COUNTY SCHOOL DISTRICT AWARDS THE HIGH SCHOOL VALIDICTORIAN
 AND SALUTATORIAN USING A WEIGHTED GPA AVERAGE THAT IS BASED ON COURSES TAKEN
 IN GRADES 9 - 12. HOWEVER, THE DISTRICT GPA INCLUDES ALL CREDIT COURSES.

TC - DISTRICT: 0000050 PALM BEACH CURRENT DISTRICT: 03/31/2008 CURRENT DISTRICT: 50 PALM BEACH CURRENT SCHOOL: 3390 SURVIVORS CHARTER SCHOOL FILE: SFTS1213 PAGE 7

LEGAL NAME: ROBERTS, VIRGINIA L

WITHDRAWAL DATE: 03/07/2002 CODE: W26

HOME LANGUAGE SURVEY DATE: 06/15/2000 NATIVE LANGUAGE: ENGLISH

HEALTH EXAMINATION, SCHOOL ENTRY: Y SCHOOL ENTRY HEALTH EXAMINATION CERTIFIED.

STUDENT PLAN DATE: 05/11/1999 CURRENT EVALUATION/RE-EVALUATION DATE: 05/11/2002 PRIMARY EXCEPTIONALITY: E FFFP PROGRAM:

EXCEPTIONAL STUDENT PROGRAM INFORMATION

EXCEPTIONALITY	PLACEMENT	EVALUATION	REFUG	PLACE-	DISMIS-
HOSPITAL/HOMEBOUND	STATUS	REFERRED COMPLETE	DETERM	MENT	SAL
HOSPITAL/HOMEBOUND	ELIGIBLE AND PLACED	05/10/99 05/11/99	05/11/99	05/11/99	06/08/99
	ELIGIBLE AND PLACED	02/03/98 02/04/98	02/04/98	02/04/98	06/11/98

DROPOUT PREVENTION PROGRAM INFORMATION

EDUCATIONAL ALTERNATIVE PROGRAMS	OUTCOMES	IMPRVD	ACADMIC PERFORMANCE
EDUCATIONAL ALTERNATIVE PROGRAMS	DOCUMENTED	IMPRVD	ACADMIC PERFORMANCE
EDUCATIONAL ALTERNATIVE PROGRAMS	DOCUMENTED	IMPRVD	ACADMIC PERFORMANCE
EDUCATIONAL ALTERNATIVE PROGRAMS	ACADEMICALLY UNSUCCESSFUL		
EDUCATIONAL ALTERNATIVE PROGRAMS	ACADEMICALLY UNSUCCESSFUL		
EDUCATIONAL ALTERNATIVE PROGRAMS	ACADEMICALLY UNSUCCESSFUL		

TEST INFORMATION

TEST GRD DATE	TEST NAME FORM	LEVEL	SUBJECT	SCORE	SUBJECT	SCORE	SUBJECT	SCORE	SUBJECT	SCORE
			CONTENT TYPE	TYPE	CONTENT TYPE	TYPE	CONTENT TYPE	TYPE	CONTENT TYPE	TYPE
30 06/16/2000	TAB	7 A	TCFAT	GR 0000	MATH(T)	GE 0000	READ(T)	GE 0000		
30 06/15/2000	TAB	7 A	TOFLAT	GR 0000	MATH(T)	GE 0000	READ(T)	GE 0126		
30 06/15/2000	TAB	7 M	TOTDAT	GE 0000	MATH(T)	GE 0073	READ(T)	GE 0000		
09 04/20/1998	CTB	A 19	COMPREH SS	0801	COMPREH NP	0065	PROB/GLV SS	0759		
			PROB/SLV NP	0034	SCIENCE SS	0000	SCIENCE NP	0000		
			SS/ENVIR SS	0000	SS/ENVIR NP	0000				

TO - DISTRICT: 0000050 PALM BEACH
GRADE LEVEL: 10 PREPARED DATE: 03/31/2008

SCHOOL: 3390 TEST INFORMATION
CURRENT DISTRICT: 50 PALM BEACH
CURRENT SCHOOL: 3390 SURVIVORS CHARTER SCHOOL

LEGAL NAME: ROBERTS, VIRGINIA L.

(561) 712-1800

TEST INFORMATION:

TEST GRD DATE	TEST NAME	LEVEL FORM	SUBJECT CONTENT	SCORE TYPE	SCORE TYPE	SUBJECT CONTENT	SCORE TYPE	SUBJECT CONTENT	SCORE TYPE	SUBJECT CONTENT	SCORE TYPE
08 04/15/1997	CTB	B 17	READ(T) MATH(T) COMPUTAT	SS 0000 NP 0000 SS 0000	NP 0000 NP 0780 NP 0000	READ(T) COMPREHE COMPUTAT	NP 0000 SS 0780 NP 0000	MATH(T) COMPREHE VOCAB	SS 0000 NP 0077 SS 0000		
08 04/15/1997	CTB	B 17	VOCAB	NP 0000		PROB/SLV	SS 0788			PROB/SLV	NP 0070
05 04/22/1994	CTB	B 15	COMPREHE	SS 0708		COMPREHE	NP 0032			PROB/SLV	SS 0667
05 04/22/1994	CTB	B 15	PROB/SLV CAP/MECH	NP 0010 SS 0646		LANGUAGE	SS 0654			LANGUAGE	NP 0026
04 03/29/1993	CTB	A 14	USAGE/EX	NP 0061		CAP/MECH	NP 0008			USAGE/EX	SS 0742
04 03/29/1993	CTB	A 14	READ(T) MATH(T) COMPUTAT	SS 0711 NP 0022 SS 0667	NP 0059 NP 0735 NP 0021	READ(T) COMPREHE COMPUTAT	NP 0059 SS 0735 NP 0021	MATH(T) COMPREHE VOCAB	SS 0658 NP 0074 SS 0665		
04 03/29/1993	CTB	A 14	VOCAB	NP 0043		PROB/SLV	SS 0669			PROB/SLV	NP 0024
			SCIENCE	SS 0707		SCIENCE	NP 0049			SCIENCE	NP 0692
			SS/ENVIR	NP 0034		WR/EXPOS	SS 0000			WRITING	SS 0000
04 02/10/1993	WAP	04	WR/NARRA	SS 0000		COMPREHE	NP 0085			PROB/SLV	SS 0649
03 04/08/1992	CTB	A 13	COMPREHE	SS 0733		LANGUAGE	SS 0636			LANGUAGE	NP 0050
			PROB/SLV CAP/MECH	NP 0026 SS 0679		CAP/MECH	NP 0044			USAGE/EX	SS 0712
03 04/08/1992	CTB	A 13	USAGE/EX	NP 0056							
02 04/16/1991	CTB	A 12	READ(T) MATH(T) COMPUTAT	SS 0663 NP 0001 SS 0337	NP 0060 NP 0659 NP 0001	READ(T) COMPREHE COMPUTAT	NP 0060 SS 0659 NP 0001	MATH(T) COMPREHE VOCAB	SS 0467 NP 0051 SS 0667		
02 04/16/1991	CTB	A 12	VOCAB	NP 0070		PROB/SLV	SS 0597			PROB/SLV	NP 0025

***** END OF TRANSCRIPT *****

EXHIBIT P

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CASE: 15-cv-07433-RWS

VIRGINIA GIUFFRE,

Plaintiff,

V.

GHISLAINE MAXWELL,

Defendant.

VIDEOTAPED DEPOSITION OF TONY FIGUEROA

Volume 1 of 2

Pages 1 - 157

Taken at the Instance of the Defendant

DATE: Friday, June 24, 2016

TIME: Commenced: 8:59 a.m.
 Concluded: 1:22 p.m.

PLACE: Southern Reporting Company
B. Paul Katz Professional Center
(SunTrust Building)
One Florida Park Drive South
Suite 214
Palm Coast, Florida 32137

REPORTED BY: LEANNE W. FITZGERALD, FPR
Florida Professional Reporter
Court Reporter and Notary Public

1 APPEARANCE OF COUNSEL

2

3

4 ON BEHALF OF THE PLAINTIFF:

5 BRADLEY J. EDWARDS, Esquire
6 Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, P.L.
7 425 North Andrews Avenue
8 Ft. Lauderdale, Florida 33301
9 954-524-2820
10 Brad@pathtojustice.com

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24

25

ON BEHALF OF THE DEFENDANT:

LAURA A. MENNINGER, Esquire
Haddon, Morgan and Foreman, P.C.
150 East 10th Avenue
Denver, Colorado 80203
303-831-7364
Lmenninger@hmflaw.com; Nsimmons@hmflaw.com

Also appearing: Jenny Martin, Videographer from Abel
Virginia Giuffre, Plaintiff

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19	-----	
20	STIPULATION	
21	It is hereby stipulated and agreed by and	
22	between counsel present at this deposition and by	
23	the deponent that the witness review of this	
24	deposition would be waived.	
25		

1 INDEX OF EXHIBITS
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4 (MARKED BY THE DEFENDANT:)
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6

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1 BY MS. MENNINGER:

2 Q And where did you go after Royal Palm
3 Beach?

4 A I believe it was South Area. I'm pretty
5 sure it was South Area.

6 Q Did you go to another school after that?

7 A Yeah. I went to Gold Coast after that.

8 Q Is that also in Royal Palm Beach?

9 A No. That's -- South Area was in Lake
10 Worth. Gold Coast is in West Palm. They were both
11 alternative schools.

12 Q Did you ever go to a Survivors Charter
13 School?

14 A Yes. I went there, too.

15 Q When did you go there?

16 A I'm not exactly sure of the date. But it
17 was somewhere after either -- I'm pretty sure it
18 was -- maybe -- I can't remember if it was Gold
19 Coast first or Survivor. But one of the -- I'm
20 trying to remember. I honestly don't remember which
21 one came first.

22 Q That's all right.

23 Can you describe for me Survivors Charter
24 School? What is it like, or was it like?

25 A I mean, like I said, it was an alternative

1 school. It was just pretty much a bunch of bad
2 kids, you know, who have gotten kicked out. And it
3 was pretty much like a last chance kind of school,
4 you know what I mean?

5 Q Does it look like a school?

6 A Kind of. I mean, it had, like, a
7 cafeteria, and then it had a whole bunch of, like,
8 portables and stuff around there. And it was
9 under -- it was, like, right near the Lake Worth. I
10 remember there was, like, a bridge that went over
11 the interstate right by it. But, I mean, it was
12 just a little, you know, little crappy school.

13 Q Was it during the day or at night?

14 A It was during the day.

15 Q So regular school hours?

16 A Yeah. Well, it was actually a little bit
17 shorter hours. I can't remember exactly. But I
18 know it was not like the full days. Because, I
19 mean, at the alternative schools, it's obviously not
20 up to regular high school standards. I mean, they
21 just do pretty much stuff to get people to get out
22 of school, you know, so...

23 Q Get the credits that you need?

24 A Yeah. So that way they can finish high
25 school and not drop out and whatnot, so...

1 Q You actually go there in the morning,
2 though, and take classes?

3 A Yeah.

4 Q And get checked in at attendance?

5 A Yeah.

6 Q And then you may leave a little earlier
7 than a regular school day?

8 A Uh-huh (affirmative).

9 Q All right. It's not a online program?

10 A No, it was not online.

11 Q When you were at Survivors Charter School,
12 did you ever see Ms. Roberts there?

13 A Was it Survivors? I don't remember if it
14 was Survivors. Or was it -- because I'm pretty sure
15 we were both -- was it -- I know we both went to one
16 of the schools. I'm pretty sure it was Survivors,
17 maybe.

18 Q Did you see her there?

19 A Now, when we went to the school, like, we
20 were together afterwards. But I don't remember
21 exactly which one it was. I know it was one of
22 those alternative schools that we went to, though.

23 Q Okay. Did you -- was Wellington an
24 alternative school?

25 A No. Wellington is a -- is a real high

1 school, like a regular high school.

2 Q Do you know if Wellington has an adult
3 program?

4 A They might. I mean, I really don't know.
5 I'm not sure.

6 Q Did you ever take night classes there?

7 A No.

8 Q So you believe when you reunited with
9 Ms. Roberts in or around 2001, she had also gone to
10 one of those alternative schools?

11 A When I reunited with her, no. We ended
12 up, like, trying to go finish school.

13 Q Tell me about that.

14 A I mean, we just ended up going to one of
15 those alternative schools and didn't even finish
16 that.

17 Q So you two had both left school, but went
18 back together --

19 A Yeah.

20 Q -- to one of the alternative schools?

21 A Yeah.

22 Q And that may have been Survivors Charter
23 School?

24 A Yeah. I'm pretty sure it probably was.
25 I'm pretty sure.

1 Q You both wanted to get your GEDs?

2 A Yeah.

3 Q Get better jobs?

4 A Uh-huh (affirmative).

5 Q Things like -- that was the plan?

6 A Yeah.

7 Q But it did not work out?

8 A Yeah.

9 Q Do you know how long the two of you went
10 to Survivors Charter School?

11 A I honestly don't remember.

12 Q Okay. You do have a recollection of going
13 with her, though?

14 A Yeah.

15 Q Seeing her there?

16 A Uh-huh (affirmative).

17 Q I'm trying to get a little bit of a time
18 frame on the time that you reunited with
19 Ms. Roberts. I know you said you lived -- you
20 remember being in an apartment with her in September
21 of 2000 -- 9/11/2001; right?

22 A Yeah.

23 Q Do you think you had been together with
24 her for a while at that point?

25 A It was probably, I'd say, like a month or

1 so. Like, I'm pretty sure. Because it was not too
2 long after I had moved in, so....

3 Q And just to be clear, she already lived in
4 the apartment?

5 A Yeah. She lived in the apartment with her
6 ex-boyfriend Michael and JJ. And I think there was
7 somebody else. I don't remember who, though.

8 Q All right. That's where she was living
9 when you reunited with her?

10 A Yeah.

11 Q And then you moved in?

12 A Yeah.

13 Q Did the other people move out?

14 A Yeah. I kicked them out.

15 Q How long did you live there with
16 Ms. Roberts?

17 A I think it was just till, like, the end of
18 the lease, so it was probably maybe, like, five or
19 six months. I'm pretty sure. I don't know. I'm
20 not exactly [sic] on the whole time frame.

21 Q That's okay. I understand it was a while
22 ago.

23 A Yeah.

24 Q Where did you two move from there?

25 A I believe we either -- we went to her --

1 it was either her family's house or mine. It was
2 either one of the two. And then we ended up getting
3 another -- we were renting a house out in
4 Loxahatchee also, eventually. But we also stayed in
5 a little trailer behind her parents' house.

6 Q When did your relationship with
7 Ms. Roberts end the second time?

8 A When she went to Thailand and --
9 (Brief interruption.)

10 A -- never heard from her again.

11 THE COURT REPORTER: I'm sorry. Can you
12 re-answer?

13 A Yeah. When Jeffry sent her to Thailand.
14 And then I never heard from her again until
15 freaking, like, two days ago.

16 BY MS. MENNINGER:

17 Q You heard from her two days ago?

18 A Yeah. She had called me to apologize
19 about, obviously, everything about me getting
20 dragged into this mess. And we talked just pretty
21 much about, you know, the way shit ended, and pretty
22 much tried just -- her apologizing mainly about
23 dragging me all into this and having to make me
24 get -- you know, knowing how I have my family and
25 stuff now. And that was pretty much it, so...

1 Q Another instant connection.

2 A Uh-huh (affirmative).

3 Q From the time Ms. Roberts left to go to
4 Thailand until today, have you seen her?

5 A Nope.

6 And to be honest, it still does not even
7 feel real that she's sitting right there across from
8 me.

9 Q Well, you offered to get in touch with her
10 a couple of times?

11 A I know. But, like I said, it's just -- it
12 still does not seem like this is actually happening.
13 Like, she's -- I don't know. It's like talking to a
14 ghost or seeing one.

15 Q Does she look different now?

16 A Yeah.

17 Q How?

18 A Just more mature, more older.

19 Q When you were with Ms. Roberts the first
20 time in '98 --

21 A Uh-huh (affirmative).

22 Q -- you believe that relationship lasted
23 just a couple of weeks?

24 A Yeah. I'm not exactly sure, but it was
25 pretty brief.

1 A I believe so, yes.

2 Q What did she tell you about that?

3 A I -- I think that maybe he -- I mean, I
4 don't know exactly. I don't really remember. I
5 remember hearing about him, but I don't remember
6 what she said about him.

7 Q Did Ms. Roberts ever tell you that she had
8 met Al Gore?

9 A Not that I'm aware of.

10 Q Did Ms. Roberts ever tell you that she had
11 met a foreign president?

12 A I'm not sure; I'm not sure.

13 Q Did Ms. Roberts ever tell you she had met
14 a prime minister?

15 A I don't know.

16 Q Did Ms. Roberts ever tell she had met a
17 senator?

18 A Not that I'm aware of. I mean, she's told
19 me that she met a bunch of people before. And after
20 it started becoming, like, an almost everyday thing
21 about -- just hearing about famous people with
22 Jeffrey and stuff like that, it's, like, I kind of
23 didn't, like, tone it out, but I just -- it became
24 normal, so I just stopped, like, listening to all
25 the details, because I was not going to meet these

1 people, you know what I mean? It's just, like, all
2 right.

3 Q Was she excited that she was meeting
4 famous people?

5 A Yeah.

6 Q Was that a job perk?

7 A Obviously.

8 Q She talked about it a lot?

9 A Yeah.

10 Q To the point where you were drowning it
11 out?

12 A Well, that's what I'm saying. It was not
13 like I was drowning it out. It's just I knew that
14 she was with Jeffrey, and he was, obviously,
15 well-connected with everybody. So it was not like,
16 you know, a special occasion, per se. You know, it
17 was, but it's not like it was -- it was not very not
18 rare so...

19 Q Did she show you any photographs of
20 herself with famous people?

21 A No.

22 Q Did you see a photograph of her with
23 Prince Andrew --

24 A Yes.

25 Q -- in her possession?

1 BY MS. MENNINGER:

2 Q Mr. Figueroa, you mentioned that you and
3 Ms. Roberts attempted to go to back to school while
4 you were together --

5 A Yes.

6 Q -- to get your GED?

7 A Yeah. Yes.

8 Q And you believe that you went to the
9 Survivors Charter School?

10 A Yes.

11 MS. MENNINGER: Okay. I'm going to mark
12 Defendant's Exhibit 6.

13 (Defendant's Exhibit 6 was marked for
14 identification.)

15 BY MS. MENNINGER:

16 Q This is a school record for Ms. Roberts
17 that lists the names of various schools. And --

18 A So it was Survivors, obviously. That's
19 the only one on that list that isn't -- or that's
20 there that's on mine, as well.

21 Q Okay.

22 A Other than the other ones, but...

23 Q All right. So you recognize Survivors
24 Charter School on Ms. Roberts' school records?

25 A Yeah. That's what I'm saying. Since that

1 is the one on here, that's -- that's completely
2 clear. I could not remember if it was that one or
3 Gold Coast.

4 Q Okay. There is an entry date for
5 Ms. Roberts at Survivors Charter School of
6 10/12/2001, and a withdrawal on 3/7 of '02. Do you
7 see that?

8 A I mean, it's this; right? I mean, that's
9 the top.

10 Q The entry date of 10/12/01, withdrawal
11 3/7/02 at Survivors?

12 A Okay. I did not know what those
13 numbers -- I did not realize that that was a date.

14 Q I understand. And I know you did not make
15 this record.

16 So I'm just wanting to know if that's
17 consistent with your recollection, that you guys
18 went to school in the fall of 2001 until the --

19 A Yeah, that sounds about right.

20 Q -- March of 2002. It sounds right?

21 A Yeah.

22 Q And you both went to school together?

23 A Uh-huh (affirmative).

24 Q In the mornings?

25 A Yeah.

1 Q And got out of school at some earlier time
2 than a regular school day?

3 A Yeah.

4 Q Do you recall Ms. Roberts going to Royal
5 Palm Beach High? Again, this is in the 2001 time
6 frame.

7 A I -- I don't recall. I really don't.

8 Q Do you recall her, during the time you
9 were with her, taking any night classes at
10 Wellington High School?

11 A I don't recall.

12 Q Is it possible?

13 A It's a possibility.

14 MR. EDWARDS: Object to the form.

15 BY MS. MENNINGER:

16 Q Do you know whether Wellington has a night
17 school program?

18 A Like I said before, I don't know. They
19 could.

20 Q You went there in ninth grade?

21 A Yeah. It was during the day, though. I
22 have no clue about night school.

23 Q Got it.

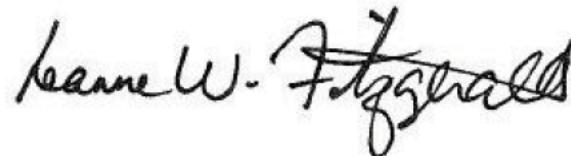
24 But you do have a memory about Survivors
25 Charter School?

1 CERTIFICATE OF OATH
2

3 STATE OF FLORIDA)
4 COUNTY OF FLAGLER)

5
6
7 I, the undersigned authority, certify that TONY
8 FIGUEROA personally appeared before me on
9 June 24, 2016, and was duly sworn.

10
11 WITNESS my hand and official seal this 5th day
12 of July, 2016.

13
14
15
16
17 
18

19 _____
20 Leanne W. Fitzgerald
21 Notary Public - State of Florida
My Commission No. FF060921
Expires: February 8, 2018
22

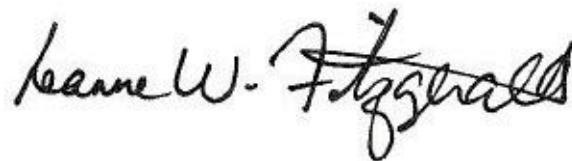
Digital Certificate Authenticated
By Symantec
23
24
25

1 CERTIFICATE OF REPORTER
2
3 STATE OF FLORIDA)
4)
5 COUNTY OF VOLUSIA)
6
7
8
9

I, Leanne W. Fitzgerald, Court Reporter, do hereby certify that I was authorized to and did stenographically report the deposition of TONY FIGUEROA; and that the foregoing transcript is a true record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

Dated this 5th day of July, 2016.

17
18 
19

20 Leanne W. Fitzgerald, FPR
21 Florida Professional Reporter
22

Digital Certificate Authenticated
23 By Symantec
24
25

EXHIBIT Q

IN THE UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

Civil Action No. 15-cv-07433-RWS

CONFIDENTIAL VIDEO DEPOSITION OF
VIRGINIA GIUFFRE, VOLUME II

November 14, 2016

VIRGINIA L. GIUFFRE,

Plaintiff,

v.

GHISLAINE MAXWELL,

Defendant.

APPEARANCES:

BOIES, SCHILLER & FLEXNER LLP
By Sigrid S. McCawley, Esq.
401 East Las Olas Boulevard
Suite 1200
Fort Lauderdale, FL 33301
Phone: 954.356.0011
smccawley@bsfllp.com
Appearing on behalf of the Plaintiff

1 APPEARANCES: (Continued)

2 HADDON, MORGAN AND FORMAN, P.C.
3 By Laura Menninger, Esq.
Jeffrey S. Pagliuca, Esq.
150 East 10th Avenue
4 Denver, CO 80203
Phone: 303.831.7364
5 lmenninger@hmflaw.com
jpagliuca@hmflaw.com
6 Appearng on behalf of the
Defendant

7 Also Present:

8 Ann Lundberg, Paralegal
Maryvonne Tompkins, Videographer

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Pursuant to Notice and the Federal Rules of Civil Procedure, the continued video deposition of VIRGINIA GIUFFRE, called by Defendant, was taken on Monday, November 14, 2016, commencing at 8:04 a.m., at 150 East 10th Avenue, Denver, Colorado, before Pamela J. Hansen, Registered Professional Reporter, Certified Realtime Reporter and Notary Public within Colorado.

* * * *

T N D E X

VIDEO DEPOSITION OF VIRGINIA GIUFFRE, VOLUME II

EXAMINATION

PAGE

By Ms. Menninger

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13	Exhibit 10 The Great Outdoors Community Services Association, Inc. Termination Form, with attachments	481
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15	Exhibit 12 Patient Registration Information, with attachments	490
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1 A Yes.

2 Q And you believe the Neiman Marcus was
3 located in which city?

4 A Well, it's around Fort Lauderdale. I
5 can't tell you exactly. Fort Lauderdale is so big,
6 like Broward County? Is that the word for it?

7 Q And what did you do at Neiman Marcus?

8 A I worked in the changing rooms.

9 Q And what did you do in the changing room?

10 A I think I just like -- if I remember
11 right, I just put clothes away that people left in
12 there. Probably went out to get sizes, different
13 sizes for women who wanted different sizes of the
14 same product.

15 Q And where did you work after Neiman
16 Marcus?

17 A Taco Bell.

18 Q Did you work at Southeast Employee
19 Management Company?

20 A I don't recognize that. I don't know if
21 that's a payroll company or what it is. I don't know
22 what Southeast -- what is it called?

23 Q Southeast Employee Management Company.

24 A No, I don't remember that.

25 Q Did you ever work as a temp?

1 A Not that I remember.

2 Q Going to different offices and filling in?

3 A No.

4 Q Did you work for Oasis Outsourcing?

5 A I don't -- I don't know if that's a
6 payroll company or if that's an actual place, but
7 that doesn't ring a bell.

8 Q Did you -- do you know how much you got
9 paid when you were working at places like Oasis
10 Outsourcing?

11 A Well, considering I don't know if I worked
12 at Oasis Outsourcing, I wouldn't even know how much I
13 got paid.

14 Q Did you review your Social Security
15 records?

16 A Yes.

17 Q You saw Oasis Outsourcing listed there?

18 A Right, but like I said, it doesn't even
19 ding a bell at all.

20 Q Do you know how much money they said you
21 made from them?

22 MS. MCCAWLEY: Objection. If you want to
23 show her the documents, she can see what amount is
24 listed and answer your questions, but if you're not
25 going to show her the document, that's the best she

1 don't know where I was living.

2 Q Okay. Did you indicate whether you had
3 gone to school?

4 A Yes, I did.

5 Q What did you indicate?

6 A I indicated that I attended Survivors
7 Charter School for four years and had a high school
8 diploma.

9 Q And you graduated?

10 A Well, I didn't. I just wanted to get a
11 job, and I wanted it to look good, so I fluffed it
12 up.

13 Q So you wrote that down in your handwriting
14 on this application, correct?

15 A I did.

16 Q And it was not true, correct?

17 A Again, I'm not proud of it. I just didn't
18 have any other way of getting a job and I just
19 thought if I put that down there, I might be
20 considered.

21 Q You indicated when you were younger you
22 volunteered for six years at a riding clinic. What's
23 the name of the riding clinic?

24 A Vince Ramos. And I'm not too sure if it
25 was six years, but I started off there quite young,

1 a former employer is the Indigo Bar and Grill,
2 correct?

3 A Yes.

4 Q Is that true?

5 A No, it was not.

6 Q On the page before that, it indicates you
7 went to Royal Palm Beach High School. Is that in
8 your handwriting?

9 A Yes, it is.

10 Q And it says you went for four years and
11 you graduated?

12 A Yes.

13 Q In your handwriting?

14 A Yes.

15 Q Is that true?

16 A No.

17 Q This was an application you filled out in
18 January of 2014, correct?

19 A Correct.

20 Q The page before that is your -- portion of
21 your resume I think we have previously discussed, but
22 just confirming, you did send that resume to this job
23 application, correct?

24 A I did.

25 Q And you indicated you had worked at

1 STATE OF COLORADO)

2) ss. REPORTER'S CERTIFICATE

3 COUNTY OF DENVER)

4 I, Pamela J. Hansen, do hereby certify that
5 I am a Registered Professional Reporter and Notary
6 Public within the State of Colorado; that previous to
7 the commencement of the examination, the deponent was
8 duly sworn to testify to the truth.

9 I further certify that this deposition was
10 taken in shorthand by me at the time and place herein
11 set forth, that it was thereafter reduced to
12 typewritten form, and that the foregoing constitutes
13 a true and correct transcript.

14 I further certify that I am not related to,
15 employed by, nor of counsel for any of the parties or
16 attorneys herein, nor otherwise interested in the
17 result of the within action.

18 In witness whereof, I have affixed my
19 signature this 23rd day of November, 2016.

20 My commission expires September 3, 2018.

21

22

Pamela J. Hansen, CRR, RPR, RMR
216 - 16th Street, Suite 600
Denver, Colorado 80202

23

24

25

EXHIBIT R

SSA-1826

ITEMIZED STATEMENT OF EARNINGS

SOCIAL SECURITY ADMINISTRATION
OFFICE OF CENTRAL OPERATIONS
6100 WABASH AVENUE
BALTIMORE MARYLAND 21215

Date: 10/25/2016

BOIES SCHILLER AND FLEXNER
401 E LAS OLAS BLVD STE 1200
FORT LAUDERDALE FL 33301-2211

We are sending the statement of earnings requested for:

Number Holder's Name: VIRGINIA GIUFFRE
Social Security Number: [REDACTED]

Years Requested: 1998 THRU 2002; 2013 THRU 2015

Control Number: 16294125319
Remittance Number: 201610240012

Enclosure(s):
Earnings Statement

GIUFFRE009175

CONFIDENTIAL

SSA-1826

ITEMIZED STATEMENT OF EARNINGS

SOCIAL SECURITY ADMINISTRATION
EARNINGS RECORD INFORMATION

Date: 10/25/2016

Our records show the amount of earnings reported, not the amount of Social Security taxes that were paid.

Wages were first covered under Social Security in 1937. Therefore, 1937 is the first year for which earnings may be shown on our records. Employers were required to report earnings semi-annually in 1937, and on a quarterly basis for the years from 1938 through 1977. Beginning with 1978, employers are required to report earnings annually.

Our records do not show the exact date of employment (month and day) because we do not need this information to figure Social Security benefits. Employers do not give us this information.

Each year, there is a maximum amount of earnings that is subject to Social Security taxes and is used to compute benefits. If a person earns more than this maximum amount, the earnings statement will usually show the maximum rather than the total earnings. Maximum benefits can be found on the SSA website.
<http://www.ssa.gov/OACT/COLA/cbb.html>

Beginning in 1951, self-employed persons could also receive Social Security credit for their work. The maximum amounts of self-employment earnings that are subject to Social Security taxes and are used to compute benefits can also be found on the SSA website.
<http://www.ssa.gov/OACT/COLA/cbb.html>

If you have any questions, you should call, write, or visit any Social Security office. If you visit or call, please bring this letter. It will help us answer questions. The toll free number to call is 1-800-772-1213 (for the deaf or hard of hearing, call our TTY number, 1-800-325-0778).

GIUFFRE009176

CONFIDENTIAL

SSA-1826

ITEMIZED STATEMENT OF EARNINGS
* * * FOR SSN [REDACTED] * * *

*0302Q7PTPV000025*NOTAR.P.X3.EMI128.AFP.R16104.PAM 00000000 0028010635696210653133001221100

FROM: SOCIAL SECURITY ADMINISTRATION
OFFICE OF CENTRAL OPERATIONS
6100 WABASH AVENUE
BALTIMORE MARYLAND 21215

NUMBER HOLDER NAME: VIRGINIA GIUFFRE
YEARS REQUESTED: 1998 THRU 2002; 2013 THRU 2015

BOIES SCHILLER AND FLEXNER
401 E LAS OLAS BLVD STE 1200
FORT LAUDERDALE FL 33301

EMPLOYER NUMBER: [REDACTED]
KFC USA INC
% PAYROLL DEPT
5200 COMMERCE CROSSING DR
LOUISVILLE KY 40229-2182

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1999					\$140.70

EMPLOYER NUMBER: [REDACTED]
PUBlix SUPER MARKETS INC
PO BOX 32018
LAKELAND FL 33802-2018

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1999					\$216.69

EMPLOYER NUMBER: [REDACTED]
ASCENSION CHILD CARE CENTER
ASCENSION PEACE CHILD CARE CENTER
2701 N STATE ROAD 7
LAUD LAKES FL 33313-2731

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
1999					\$216.97

SSA-1826

ITEMIZED STATEMENT OF EARNINGS
* * * FOR SSN [REDACTED] * * *

EMPLOYER NUMBER: [REDACTED]
 AVICULTURAL BREEDING & RESEARCH
 CENTER
 % ERNEST LAKS
 14201 125TH AVE N
 WEST PALM BCH FL 33418-7945

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
2000					\$99.48

EMPLOYER NUMBER: [REDACTED]
 SOUTHEAST EMPLOYEE MANAGEMENT
 COMPANY
 2559 PALM DEER DR
 LOXAHATCHEE FL 33470-2563

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
2000					\$3,212.44

EMPLOYER NUMBER: [REDACTED]
 MAR-A-LAGO CLUB LLC
 TRUMP DONALD J GEN PTR
 % TRUMP ORGANIZATION
 1100 S OCEAN BLVD
 PALM BEACH FL 33480-5004

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
2000					\$1,866.50

EMPLOYER NUMBER: [REDACTED]
 OASIS OUTSOURCING VI INC
 2054 VISTA PKWY STE 300
 WEST PALM BCH FL 33411-6742

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
2000					\$2,037.60

EMPLOYER NUMBER: [REDACTED]
 NEIMAN-MARCUS GROUP LLC
 % NEIMAN MARCUS GROUP LTD SOLE MBR
 1201 ELM ST
 DALLAS TX 75270-2102

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
2000					\$1,440.79

SSA-1826

ITEMIZED STATEMENT OF EARNINGS

* * * FOR SSN [REDACTED] * * *

EMPLOYER NUMBER: [REDACTED]
 MANNINOS INC
 MANNINOS RESTAURANT
 12793 B W FOREST HILL BLVD
 WEST PALM BEACH FL 33414-4749

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
2001					\$212.00

EMPLOYER NUMBER: [REDACTED]
 CCI OF ROYAL PALM INC
 % ROBERT FURR TTEE
 2255 GLADES RD STE 337-W
 BOCA RATON FL 33431-7379

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
2002					\$403.64

EMPLOYER NUMBER: [REDACTED]
 ROADHOUSE GRILL INC
 ROBERT C FURR TTEE IN BANKRUPTCY
 2255 GLADES RD STE 337W
 BOCA RATON FL 33431-7379

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
2002					\$1,247.90

EMPLOYER NUMBER: [REDACTED]
 MARC PINKWASSER DVM PA
 13860 WELLINGTON TRCE STE 31
 WELLINGTON FL 33414-8541

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
2002					\$1,561.75

EMPLOYER NUMBER: [REDACTED]
 GREAT OUTDOORS PREMIER RV-GOLF
 RESORT COMMUNITY SVC ASSOC INC
 145 PLANTATION DR
 TITUSVILLE FL 32780-2528

YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
2014					\$171.83

SSA-1826

ITEMIZED STATEMENT OF EARNINGS
* * * FOR SSN [REDACTED] * * *

***** THERE ARE NO OTHER EARNINGS RECORDED UNDER THIS *****
***** SOCIAL SECURITY NUMBER FOR YEAR(S) REQUESTED *****

EXHIBIT S

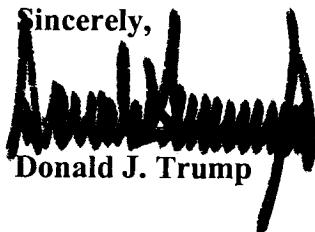


January 30, 2003

To Whom It May Concern,

Skye Roberts has been a most valuable employee at The Mar-a-Lago Club since April of 2000. While employed as a maintenance crew team member, he has been responsible for maintaining the five championship red-clay tennis courts as well as keeping all of the individual air conditioning units working and in tip-top shape.

It is my understanding that Skye is relocating to Colorado. Should he ever return to Florida, he would be eligible for re-hire.

Sincerely,

Donald J. Trump

The Mar-a-Lago Club, L.L.C.
PALM BEACH, FLORIDA

1100 South Ocean Boulevard, Palm Beach, Florida 33480 (407) 832-2600 Fax (407) 832-2669

MAR-A-LAGO-0001

TERMINATIONS

LAST NAME	FIRST NAME	
Abbott	Philip	Box #1
Acevedo	Michael	Box #4
Adams	Zane	Box #3
Adams	Cynthia	Box #1
Adams	Patrick	Box #1
Addison	Andrea	Box #4
Adelfio	Peter	Box #4
Adler	Jessica	Box #1
Aldahondo	Francisco	Box #6
Alexis	Genicia	Box #3
Allen	Suzanne	Box #1
Almeida	Tiberio	Box #4
Almgren	Shane	Box #3
Alves	Victor	Box #4
Anaya	Orlando	Box #4
Anderson	Sandra	Box #6
Andres-Felix	Francisco	Box #4
Annunziata	Susan	Box #3
Anton	Frank	Box #1
Aquino	Jorge	Box #4
Argueta	Irma	Box #3
Armstrong	April	Box #4
Ash	Carol	Box #6
Ashenbrenner	William	Box #3
Auguste	Firenze	Box #6
Bacon	John	Box #4
Bader	Susan	Box #1
Bader	Erwin	Box #1
Baghouli	Adel	Box #6
Bahena	Lucio	Box #6
Baker	Teresa	Box #3
Balkunas	Vicki	Box #6
Banks	Michael	Box #4
Baranek	Katherine	Box #3
Baron	Todd	Box #6
Barr	James	Box #4
Barr	Gail	Box #1
Barrett	Lorraine	Box #3
Barrill	London	Box #3
Beam	Stephen	Box #6
Beaudoin	Louis	Box #1
Beckett	Sam	Box #3
Benaroch	Alice	Box #1
Bend	John	Box #1
Benitez	Sixta	Box #3
Bennett	Thomas	Box #3
Benney	Tabitha	Box #3
Benoit	Mark	Box #1
Bernal	Ana	Box #6

TERMINATIONS

LAST NAME	FIRST NAME	
Bernhardt	Gretchen	Box #1
Berube	Michael	Box #4
Beswick	Allan	Box #6
Beverly	Tim	Box #4
Bezwiechin	Cham	Box #3
Blake	Howard	Box #3
Bloch	Michael	Box #3
Blyth	Alison	Box #6
Bobrowski	Michele	Box #3
Bocksch	Kristy	Box #4
Boehm	Erica	Box #3
Boettcher	Joe	Box #6
Bogert	Debra	Box #3
Boisvert	Cory	Box #1
Bonilla	Jose	Box #4
Bork	Allen	Box #4
Borrego	Sandra	Box #4
Borrell	Salvator	Box #1
Borreli	Lisa	Box #6
Boudreau	Matthew	Box #4
Boukhalfa	Said	Box #6
Bouschet	Courtney	Box #4
Brass	Baysson	Box #1
Brassler	Chris	Box #1
Brendel	Kendra	Box #6
Brennan	Mary	Box #1
Briante	Gerard	Box #1
Bridger	Jody	Box #3
Briggs	Jacqueline	Box #1
Brown	Eleanor	Box #6
Brown	William	Box #6
Brummel	Denis	Box #3
Bryan	Amy	Box #1
Bryant	William	Box #4
Buckingham	Annette	Box #1
Buckley	Cynthia	Box #4
Budziak	Diane	Box #1
Burdett	Jill	Box #6
Burgess	Lawrence	Box #3
Burgon	Helya	Box #6
Burke	Maureen	Box #4
Burke	Christopher	Box #4
Burlew	Gary	Box #1
Burton	Myles	Box #3
Butler	Michael	Box #4
Calder	Malgorzata	Box #3
Caldwell	Karen	Box #1
Camacho	Darren	Box #4
Camilleri	Mark	Box #4

TERMINATIONS

LAST NAME	FIRST NAME	
Campbell	Benjamin	Box #3
Candella	Charles	Box #4
Cantrell	Dantelle	Box #4
Capozzi	Christina	Box #4
Carlisle	Kevin	Box #1
Carr	Janet	Box #3
Carroll	VALerie	Box #4
Carvalho	Deo	Box #3
Casher	Jeremy	Box #1
Castano	Ku	Box #4
Castillo	Sandra	Box #6
Castro	Juan	Box #4
Catranbone	Angela	Box #1
Cavinee	Krystal	Box #4
Celestin	Jean	Box #3
Chambers	Craig	Box #1
Chapuis	Rene	Box #1
Charles	Fresnel	Box #6
Charles	Sylfida	Box #6
Chillingsworth	Vanette	Box #6
Chioffe	James	Box #1
Christie	Michael	Box #4
Ciaffone	Cora	Box #6
Ciccia	John	Box #3
Clark	Kimberly	Box #1
Cleveland	Trisha	Box #6
Cloninger	Tana	Box #3
Coffman	Connie	Box #4
Cohen	Julius	Box #6
Cole	Joanne	Box #1
Collins	Yvette	Box #1
Collins	Barbara	Box #1
Conroy	James	Box #4
Cordero	Vera	Box #1
Cordero	Vero	Box #1
Cortes	Roberto	Box #3
Corti	Debra	Box #3
Coutts	Rachael	Box #1
Cox	Emory	Box #1
Cronin	Sonia	Box #6
Cross	Deborah	Box #6
Crostic	Barbara	Box #4
Crowley	Tricia	Box #6
Cruz	Lonjino	Box #6
Cruz	Israel	Box #6
Crystle	Joshua	Box #4
Cuervo	Anamaria	Box #4
Cummings	Meghan	Box #6
Curran	Maureen	Box #1

TERMINATIONS

LAST NAME	FIRST NAME	
Czerniak	Anthony	Box #4
Daley	Chad	Box #6
Damiano	Anthony	Box #4
Davis	Jeremy	Box #4
Davis	Eric	Box #1
Deak	Stephen	Box #6
Dean	Laurie	Box #6
Deleon	Elais	Box #4
Delia	Frank	Box #4
Dellay	Scott	Box #1
DeLorenzo	Mark	Box #6
DeNarvaez	Claudia	Box #3
DePaula	Danielle	Box #4
DeRiso	Gina	Box #1
DeSernia	Sulamita	Box #3
Devine	Keith	Box #1
DeVito	Dawn	Box #1
DiBenedetto	Melissa	Box #3
Dickens	George	Box #6
Dieu Donne	Jean Charles	Box #4
Dimitrova	Violeta	Box #3
Dodge	Virginia	Box #1
Dombayci	Yimaz	Box #6
Domnick	Mark	Box #1
Donnelly	Jennie	Box #3
Dorsa	Antonio	Box #1
Drake	Charlie	Box #6
Drogowski	David	Box #6
Dubois	Lydia	Box #4
Dubois	Crystal	Box #6
Dumstra	Adam	Box #6
Eaton	Adam	Box #4
Edge	Jerod	Box #4
Edwards	Don	Box #4
Egger	Paul	Box #6
Elkhoury	Toni	Box #6
Ellingworth	David	Box #6
Ellis	Christine	Box #1
Elwell	Douglas	Box #1
Enger	Mark	Box #3
English	Mistie	Box #3
Espinosa	Francisca	Box #4
Espinosa	Henner	Box #3
Espinosa	Carlos	Box #6
Estime	Karl	Box #1
Ettehad	Shahla	Box #4
Faaland	Roy	Box #1
Faba	Juan	Box #1
Fagen	Lanell	Box #1

TERMINATIONS

LAST NAME	FIRST NAME	
Faraci	Franklin	Box #1
Fasel	Jeremy	Box #4
Faulk	Joel	Box #1
Feal	Jose	Box #4
Feick	Gretchen	Box #4
Fein	Lawrence	Box #1
Fernandez	Jose	Box #6
Ferree	Tonya	Box #3
Fesser	Michael	Box #1
Fidanovic	Novak	Box #6
Figueroa	Irina	Box #3
Filippone	Vittorio	Box #4
Finch	Michael	Box #1
Finckenor	George	Box #4
Fink	Roger	Box #4
Fiorentino	Maria	Box #4
Firat	Turabi	Box #1
Fischbach	Nora	Box #3
Fischer	Rosemary	Box #4
Fiumara	Michele	Box #3
Flores	Pedro	Box #3
Folmer	Ronald	Box #1
Foss	John	Box #1
Fox	Lisa	Box #6
Francoeur	Mary Lou	Box #6
Fratus	Donna	Box #3
Frelich	Jason	Box #6
Frey	Kenneth	Box #4
Friday	Jennifer	Box #6
Frith	Cynthia	Box #1
Fritz	John	Box #1
Frost	Mark	Box #1
Gacon	Allan	Box #1
Galla	Galla	Box #1
Galloway	Kurt	Box #6
Galloza	Sergio	Box #3
Garcia	Souad	Box #6
Garcia-Douglas	Marcia	Box #6
Garrido	Dante	Box #4
Gedeum	Rosalie	Box #3
Gell	William	Box #3
Gervais	Marie	Box #6
Getgood	Russell	Box #1
Gibeault	Larry	Box #1
Gillie	Barbara	Box #1
Gividen	Nathan	Box #1
Glass	Kevin	Box #1
Goicochea	Darcy	Box #6
Goldrich	Amanda	Box #3

TERMINATIONS

LAST NAME	FIRST NAME	
Golemis	Sam	Box #3
Gomaa	Ashraff	Box #6
Gonzales	Augustine	Box #4
Gonzales	Dora	Box #4
Gonzalez	Raul	Box #3
Gonzalez	David	Box #1
Gonzalez	Elsa	Box #1
Gonzalez	Alex	Box #6
Goodman	William	Box #4
Goupy	Bernad	Box #6
Gowdy	Charles	Box #1
Granjales	Myriam	Box #6
Grant	Everton	Box #4
Grasso	William	Box #3
Graves	Erika	Box #4
Green	Michelle	Box #1
Greene	James	Box #1
Greenwood	Elizabeth	Box #1
Gregson	Scott	Box #3
Grieve	Daniel	Box #3
Griffin	Mark	Box #1
Griffin	Michael	Box #1
Griffiths	Sandra	Box #1
Griggs	Dora	Box #3
Grosso	Peter	Box #1
Guerin	Jean	Box #1
Gutierrez	Mauricio	Box #1
Gutierrez	Porfidio	Box #1
Gutierrez	Antonio	Box #3
Guyierrez	Warren	Box #6
Hader	Karen	Box #3
Hagen	Kyla	Box #1
Haggar	Karen	Box #3
Hamby	Michael	Box #1
Harris	Dan	Box #6
Hartsough	Cheryl	Box #1
Hatch	Wendy	Box #1
Hatfield	Michael	Box #1
Havican	Robert	Box #6
Heanssler	Pete	Box #3
Hefel	Eric	Box #6
Hemings	Romy	Box #6
Hennessee	Jason	Box #3
Hernandez	Gladys	Box #3
Hernandez	Alexander	Box #3
Hernandez	Luis	Box #3
Herrara	Julio	Box #4
Herth	Francesca	Box #3
Higgins	Jennifer	Box #4

TERMINATIONS

LAST NAME	FIRST NAME	
Higgs	Kathleen	Box #1
Hill	Donna	Box #4
Hill	Samuel	Box #1
Hinkin	Cynthia	Box #3
Ho	Stella	Box #1
Hochong	Anthony	Box #6
Hodes	Robin	Box #4
Holcomb	Mary	Box #3
Holryid	Mary	Box #1
Homenuik	Wilfred	Box #6
Hong	David	Box #6
Hopkins	Victoria	Box #6
Horsky	George	Box #3
Hossain	Mohammed	Box #1
Hoyle	Patricia	Box #4
Huber	Frank	Box #4
Huguet	Roberto	Box #3
Hulsey	Thomas	Box #4
Hutchins	Marguerite	Box #4
Hyde	Rose	Box #6
Hylton	Longsworth	Box #6
Ibrahim	Ashraf	Box #4
Infante	Carlos	Box #4
Insani	Mark	Box #3
Ioli	Gina	Box #4
Irvine	Marche	Box #3
Jacob	Maureen	Box #1
Jacobs	Rick	Box #1
Jacques	Dudley	Box #1
Jacques	Nixon	Box #6
Jaferali	Errol	Box #4
James	Buddy	Box #6
Jankowski	Keith	Box #1
Jaramillo	Olmes	Box #1
Jean	Jacques	Box #6
Jenkins	Todd	Box #4
Jesperson	Henrik	Box #3
Johnansen	Elise	Box #6
Johnson	Eric	Box #4
Johnson	Josh	Box #4
Johnson	Chad	Box #1
Johnson	Debbie	Box #1
Johnson	Laura	Box #1
Johnson	Jade	Box #1
Johnson	Walter	Box #1
Johnson	Cathiejo	Box #6
Jones	Steve	Box #4
Jones	Regina	Box #3
Joseph	Elisca	Box #6

TERMINATIONS

LAST NAME	FIRST NAME	
Juan	Miguel Tomas	Box #4
Juan	Angelina	Box #6
Kaiser	Stephen	Box #4
Kalson	Vince	Box #1
Kapreilian	Peter	Box #4
Karius	Michael	Box #4
Kaufman	Robert	Box #1
Keady	Mike	Box #1
Keiser	Lisa	Box #4
Keller	Mikchael	Box #4
Kelley	Nancy	Box #1
Kelly	Lois	Box #4
Kelly	John	Box #1
Kennedy	Sean	Box #3
Kenney	Marlou	Box #3
Kenny	Brian	Box #4
Kent	Scott	Box #4
Kincl	Joseph	Box #4
King	Helen	Box #4
King	Jeffrey	Box #3
King	Michael	Box #6
Kirby	Brian	Box #1
Kleinfeld	Robert	Box #1
Kline	Eileen	Box #6
Kole	Karen	Box #4
Kowalski	Susan	Box #1
Kresic	Blago	Box #1
Krogman	Terry	Box #1
Krpina-Zito	Marija	Box #4
Kruppenbacher	Michael	Box #6
Kuiper	Gary	Box #3
Kuntz	Carlson	Box #4
LaCerte	Troy	Box #1
Laidlaw	Kenneth	Box #3
Laine	Brent	Box #6
Laing	Melissa	Box #6
Lang	Eric	Box #4
Langford	Chad	Box #6
Langweiler	Albert	Box #1
Lanunziata	Stacia	Box #6
Laskaris	Alexandra	Box #1
Laufenberg	Lynette	Box #1
Lawlor	Thomas	Box #3
Lefrancois	Aaron	Box #3
Leite	Paulo	Box #1
Leitzell	jTara	Box #4
Leone	Nick	Box #1
Leonova	Victoria	Box #6
LeRoux	Marthinus	Box #6

TERMINATIONS

LAST NAME	FIRST NAME	
Lester	Carolina	Box #6
Lewis	Corey	Box #1
Leyden	Gene	Box #6
Liberte	Monney	Box #3
Lightbourne	Andrianne	Box #1
Lisec	Lisa	Box #1
Locke	Michelle	Box #3
Logalbo	Franklin	Box #6
Lopez	Claudio	Box #4
Lopez	Julian	Box #3
Lopez	Marvin	Box #3
Lopez	Mario	Box #6
Lopez	Roger	Box #6
Love	Rena	Box #3
Lowe	Karl	Box #3
Lugo	Christianne	Box #3
Lusse	Robert	Box #1
Luxton	Stephanie	Box #4
Lyle	Mary Jane	Box #6
Lynam	Robert	Box #6
Lynch	Cheri	Box #3
MacDonnell	Thomas	Box #7
Machado	Carlos	Box #4
Magerus	Georges	Box #4
Malay	Maya	Box #3
Maldonado	Juvencio	Box #1
Maldonaldo	James	Box #7
Mann	Andrew	Box #3
Mannion	Deidre	Box #4
Marcenaro	Eduardo	Box #1
Marchman	Henry	Box #4
Marino	Mindy	Box #1
Marrone	Kimberly	Box #3
Marshall	John	Box #7
Martinez	Steve	Box #1
Martinez	Zach	Box #7
Martinez	Hector	Box #7
Massias	Caroline	Box #4
Mateo	Alfredo Lucas	Box #1
Maurice	Marie	Box #3
Max	Susan	Box #1
Maxwell	Terence	Box #7
McAlees	Brook	Box #4
McBrayer	Cassandra	Box #1
McCabe	Kevin	Box #3
McCambridge	Angela	Box #1
McCann	Kevin	Box #3
McCarthy	Shannon	Box #3
McConnell	James	Box #4

TERMINATIONS

LAST NAME	FIRST NAME	
McCormick	Jennifer	Box #7
McDaniel	Elizabeth	Box #4
McDonald	Amanda	Box #3
McDonald	Deborah	Box #1
McFarland	Robert	Box #4
McGreevy	Barbara	Box #1
McKee	Wende	Box #4
McKeen	Nohora	Box #3
McKim	Mark	Box #1
McLean	Stephen	Box #4
McMahon	Leo	Box #7
McMiled	Patricia	Box #3
McNaughton	Sean	Box #7
McNicholas	Marie	Box #3
Mead	Paul	Box #7
Meade	Raymond	Box #1
Mena	Arturo	Box #1
Merchant	Kenneth	Box #4
Merriman	Rita	Box #7
Mesa	Uenoi	Box #3
Messemer	Brian	Box #4
Metayer	Edenes	Box #4
Metayer	Marie	Box #1
Michaels	Jesse	Box #7
Michel	Bernadette	Box #7
Miller	Eric	Box #3
Miller	Lisa	Box #3
Miller	Ronald	Box #7
Milosevic	Sas	Box #1
Miranda	Cari	Box #7
Mitchell	Edward	Box #4
Mohamed	Waleid	Box #4
Monaco	Lettia	Box #1
Monia	Gregory	Box #1
Monson	Jill	Box #7
Montano	Helmut	Box #4
Montano	Henry	Box #4
Montecinos	James	Box #4
Moore	Joel	Box #2
Moran	Tom	Box #7
Moree	Darlene	Box #4
Moreno	Aura	Box #3
Morgan	Todd	Box #2
Morgan	Jennifer	Box #7
Morris	Katherine	Box #3
Morris	Rebecca	Box #7
Mosher	Neil	Box #2
Moss	William Coury	Box #4
Mullen	Sony	Box #7

TERMINATIONS

LAST NAME	FIRST NAME	
Mullen	Cheryl	Box #7
Munford	Cheryl	Box #7
Munoz	Mariadelocio	Box #4
Musallet	Hassan	Box #2
Musso	Diane	Box #7
Myers	Louisa	Box #3
Myers	Linda	Box #7
Nagy	Matthew	Box #4
Nagy	Viktoria	Box #7
Nakoneczny	Dawn	Box #4
Narleski	Linda	Box #2
Nasie	Waleed	Box #7
Natal	Luis	Box #3
Neira	Fernando	Box #3
Nelsen	Holly	Box #2
Nelson	Lisa	Box #3
Nemets	Tammie	Box #3
Nieporte	Joseph	Box #4
Noe	Thomas	Box #7
Noel	Marie	Box #7
Nolan	Susan	Box #2
Northern	Brad	Box #7
Noufal	Michel	Box #2
O'Boyle	Thomas	Box #7
Oconnor	Kevin	Box #2
Oesterling	Emily	Box #7
Oldfield	Janice	Box #2
Oliver	Meike	Box #4
O'Neill	Kathryn	Box #2
O'Neill	William	Box #2
O'Neill	Joseph	Box #7
Orozco	Clemente	Box #3
Pagen	Mitchel	Box #2
Pagliaro	Peter	Box #4
Palomba	Amanda	Box #2
Parker	Sandra	Box #3
Parker	Everett	Box #2
Parkinson	Nicole	Box #4
Pavelka	Nathan	Box #2
Pavonni	Michelle	Box #2
Pedro	David	Box #4
Peison	Brenda	Box #7
Pelaez	Juan	Box #2
Penate	Alexander	Box #4
Perez	Marlow	Box #4
Perkins	Tian	Box #4
Perrey	Arielle	Box #2
Pesasico	Crispin	Box #4
Petary	Pamela	Box #7

TERMINATIONS

LAST NAME	FIRST NAME	
Petrillo	Camille	Box #3
Pharr	Stephanie	Box #4
Philips	Ralph	Box #3
Pickens	Robert	Box #2
Pientka	John	Box #2
Pierre-Noel	Yvonne	Box #4
Pinder	Patricia	Box #7
Pine	Jon	Box #3
Pino	Alex	Box #7
Pinto	Julie	Box #2
Piques	Christian	Box #7
Pisani	Craig	Box #2
Pisani	Nicholas	Box #2
Pitot	Patrick	Box #3
Pittinger	Mark	Box #4
Pitts	Jeremiah	Box #2
Plaine	Victoria	Box #3
Ponder	Janet	Box #3
Poston	Roberta	Box #4
Powell	Nicole	Box #3
Powell	Kelley	Box #7
Presto	Nicholas	Box #4
Price	Robin	Box #2
Prouty	Joy	Box #2
Prucien	Mona	Box #3
Quigley	Christy	Box #7
Quirao	Maria	Box #4
Rafrano	Dawn	Box #2
Ragland	Leslie	Box #2
Ramirez	Roxana	Box #2
Ramos	Milka	Box #3
Raphael-Dallas	Jamie	Box #3
Reardon	Lisa	Box #2
Reasinger	Amy	Box #2
Redmond	Suzanne	Box #2
Reed	Diana	Box #4
Reich	Gwendalyn	Box #2
Reil	Richard	Box #2
Reis	Brian	Box #7
Reis	Charles	Box #7
Reiser	Scott	Box #7
Rene	Josette	Box #4
Rene	Jean	Box #7
Rene	Lamercie	Box #7
Rennie	Kerry	Box #2
Reyes	Randolfo	Box #4
Reynolds	Janice	Box #7
Ribeiro	Gregg	Box #3
Richardson	Brian	Box #7

TERMINATIONS

LAST NAME	FIRST NAME	
Rinker	Ross	Box #7
Rivera	Pablo	Box #3
Rivera	Eduardo	Box #2
Rivero	Alicia	Box #7
Robbins	Jody	Box #4
Roberts	Virginia	Box #4
Roberts	Walter	Box #4
Roberts	Diane	Box #3
Robsham	Lydie	Box #7
Rodriguez	Francisco	Box #4
Rodriguez	Abel	Box #3
Rodriguez	Kenia	Box #3
Rodriguez	Aristalia	Box #2
Rogers	Howard	Box #2
Romeus	Melege	Box #2
Rony	Jean	Box #2
Roqueta	Maria	Box #2
Rose	Cheryl	Box #2
Rosenberg	Bradley	Box #2
Rosier	Sandra	Box #2
Rotchford	Bernadette	Box #4
Rubio	Pascual	Box #2
Rueda	Maria	Box #4
Ruiz	Juan	Box #2
Rousseau	Heidi	Box #4
Russell	Kathryn	Box #4
Russotto	Vincent	Box #7
Ryan	Megan	Box #2
Ryan	Michael	Box #7
Saint Gerard	Manes	Box #7
Saint Surin	Jacquest	Box #2
Salloum	Adib	Box #2
Salman	David	Box #2
Salvador	Marian	Box #2
Sanford	Kevin	Box #5
Santos	Elimos	Box #2
Sasaki	Shoko	Box #7
Saunders	Sarah	Box #2
Savage	Angelia	Box #5
Savoie	Terry	Box #2
Scanlan	Peter	Box #5
Schlechter	Melissa	Box #5
Schmantowsky	Craig	Box #2
Schoonover	Richard	Box #2
Schroeder	Glenn	Box #5
Schumacher	Patricia	Box #2
Schwab	Emily	Box #2
Scotland	Jaycen	Box #7
Scott	Cecelia	Box #2

TERMINATIONS

LAST NAME	FIRST NAME	
Seebauer	Gina	Box #7
Seesholtz	Joseph	Box #2
Sellas	William	Box #2
Serpico	Joseph	Box #2
Sevilla	Carlos	Box #5
Shaw	Tammy	Box #7
Shelhamer	Sage	Box #7
Shepherd	Michael	Box #7
Shields	Catherine	Box #2
Shumate	Regis	Box #5
Shumpis	David	Box #7
Similien	Raymond	Box #2
Simms	Amanda	Box #7
Simpson	Robert	Box #7
Sineni	Sandra	Box #2
Singerline	Thomas	Box #2
Skinner	Troy	Box #2
Sluzenski	Jonathan	Box #7
Smith	Jeremiah	Box #5
Smith	Ivan	Box #5
Smith	Meadow	Box #2
Smith	Debbie	Box #2
Smith	Elizabeth	Box #2
Smith	Fred	Box #2
Snyder	Lisa	Box #7
Soler	Luis	Box #2
Soliman	Alex	Box #2
Sosa	Anian	Box #7
Southall	Ginger	Box #2
Souza	Robert	Box #2
Spencer	Sxott	Box #2
Sprague	Steven	Box #2
Springer	Timothy	Box #2
Stanfield	Todd	Box #5
Staniszewski	Casey	Box #7
Stankunas	Jolanta	Box #7
Stanley	Lisa	Box #2
Sta-Rosa	Jaime Lindo	Box #2
Steinberg	Kathleen	Box #2
Steinhaus	Cynthia	Box #2
Steliga	Stephanie	Box #5
Stenger	Stuart	Box #2
Stephans	Dorian	Box #2
Stewart	Selvin	Box #2
Strohminger	Matthew	Box #2
Stuart	Susan	Box #2
Stuhr	Kenneth	Box #2
Sturtevant	Charles	Box #5
Sucur	Nicholas	Box #7

TERMINATIONS

LAST NAME	FIRST NAME	
Sullivan	Judith	Box #2
Sumpter	Drew	Box #2
Swan	Pyson	Box #5
Sweeney	Bridget	Box #5
Swiderski	Richard	Box #2
Swiderski	Mark	Box #2
Sylne	Romel	Box #2
Tan	Priscilia	Box #2
Tarantino	Vincenzo	Box #2
Tatum	Christopher	Box #7
Taylor	Kevin	Box #5
Tempfli	Glenn	Box #2
Thelemaque	{ierre	Box #5
Thibeault	William	Box #7
Thiel	Kurt	Box #2
Thiel	Ryan	Box #2
Thomas	Edward	Box #2
Thompson	Derek	Box #2
Thompson	Christine	Box #2
Tomer	Mary	Box #2
Tonge	Al	Box #5
Torres	Frank	Box #5
Torres	Iris	Box #7
Toussant	Elby	Box #7
Trevino	Danielle	Box #2
Tsitsirides	Alex	Box #5
Tucker	Marie	Box #7
Uljic	Gjon	Box #2
Umpierre	Frances	Box #7
Valdez	Bridges	Box #2
Valdez	Julie	Box #2
Valenti	Paul	Box #2
Vandersloot	Mildred	Box #5
VanVliet	Jane	Box #2

TERMINATIONS

LAST NAME	FIRST NAME	
Vasquez	Sosmar	Box #5
Vasquez	Christian	Box #2
Vaughn	Matthew	Box #2
Velasquez	Rodolfo	Box #2
Vidalis	Chantal	Box #2
Voluck	Justin	Box #2
Vyskrebentsev	Aleksey	Box #5
Wahl	Steven	Box #5
Walker	Sylvia	Box #7
Walkowiak	Toni	Box #7
Wallace	Philip	Box #2
Ward	Terry	Box #5
Webb	Jacob	Box #7
Weber	Ronald	Box #2
Weidner	James	Box #7
Weisman	Brian	Box #2
Wentworth	Gayle	Box #2
Weslowski	Elaine	Box #2
White	Scott	Box #5
Whitley	Deborah	Box #7
Whitney	Moriah	Box #7
Whittle	Tamara	Box #2
Wilburn	Jennifer	Box #2
Williams	Arhon	Box #2
Williams	Gretchen	Box #2
Williams	Jacqueline	Box #2
Williams	Ellen	Box #7
Williams	Kristin	Box #7
Willoughby	William	Box #2
Willson	Howard	Box #5
Willson	Joseph	Box #2
Woolf	Elena	Box #2
Wynn	Beverly	Box #2
Yancey	Kathryn	Box #2
Yancey	Scott	Box #7
Yeskey	Dean Martin	Box #5
Young	Todd	Box #2
Zervoulis	Matthew	Box #2
Zivkovic	Milo	Box #2
Zorn	Christopher	Box #7
Zwick	Danielle	Box #2

Box #1	1998 terms
Box #2	1998 & 1999 terms
Box #3	1999 terms
Box #4	2000 terms
Box #5	2000 terms
Box #6	2001 terms

TERMINATIONS

LAST NAME	FIRST NAME
Box #7	2001 terms

EXHIBIT T

UNITED STATES DISTRICT COURT
for the
Southern District of New York

Civil Action No. 15-cv-07433-RWS

VIRGINIA GIUFFRE,

Plaintiff,

vs.

GHISLAINE MAXWELL,

Defendant.

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22 (Exhibits attached.)

23

24

25

1 Q Do you remember there being a job posting that
2 you felt like was appropriate for Virginia or did you just
3 go out and talk to the woman who ran the spa area on your
4 own?

5 A I just talked to Angela.

6 Q Okay. Do you recall whether this was intended
7 to be a full-time job?

8 A I don't remember if it was full time or just
9 summer jobs or, you know, during season. It was probably
10 for a season because Mar-a-Lago is seasonal.

11 I mean, I was there year round but a lot of
12 people are seasonal, you know, because it's like
13 snowbirds, you know, summertime comes and nobody wants to
14 be down in south Florida.

15 Q What would you call the season, the seasonal
16 aspect of Mar-a-Lago? What's the season?

17 A Probably from September or October to, you know,
18 maybe May, I guess.

19 Q Is that the coolest time?

20 A Times of the year, yes.

21 Q And it's more guests that come during that
22 period of time?

23 A Yes.

24 Q And is there more staff brought on during that
25 period of time?

1 A Yes.

2 Q You saw that happen every year that you were
3 there?

4 A Every year.

5 Q And in the summer, it's relatively dead because
6 it's so hot?

7 A Basically, it closed during the summer. That's
8 when we would kind of work on everything and then make
9 sure everything is up to snuff for the next year, you
10 know.

11 Q Do you remember what capacity Virginia was hired
12 to work in, what her job title was, for example?

13 A I don't know. I would have lunch with Virginia.
14 That's about as much as I know about what she did. I was
15 busy all the time.

16 Q I understand.

17 A I didn't have time to go see what she was doing.
18 I didn't really talk to Angela about what she had to do.
19 I think that was her name, Angela. But it's kind of the
20 name that sticks out.

21 Q We'll just use Angela.

22 A We'll use that as the name.

23 Q But we know it may not be Angela.

24 A It may not be.

25 Q Just because we have to call her something,

1 A Where did I learn that?

2 Q Uh-huh.

3 A I think Virginia had told me that there was a
4 lady in the spa area named Ms. Maxwell. I don't know her.
5 I couldn't tell you what she looked like.

6 But just she said Ms. Maxwell said she can get
7 me a job with Jeffrey Epstein who is a friend of Donald
8 Trump, so I figured, well, he was a good guy or whatever,
9 you know, and that she was going to learn massage therapy.

10 Q When did Virginia tell you this?

11 A Oh, I can't tell you what date and time but I
12 don't remember.

13 Q I understand.

14 Did she tell you this while she was working at
15 Mar-a-Lago?

16 A Yes. I mean, after she had been there for a
17 little bit, you know, and then she told me, yes, that she
18 could possibly get this other job.

19 Q Okay.

20 A You know.

21 Q So she worked at Mar-a-Lago for a few months?

22 MR. EDWARDS: Form.

23 THE WITNESS: I have no idea. I don't know
24 how long she worked there. I don't remember.

25 BY MS. MENNINGER:

1 A Uh-huh. Yes. It's not to me. It's up to her.

2 I think that's the way I told her, you know.

3 Q Did you ever meet Jeffrey Epstein?

4 A Once.

5 Q When was that?

6 A I dropped Virginia off at the house once and he
7 came out and I met him and seemed just fine to me. I
8 mean, you can't tell people by looking at them.

9 I mean, I know now from, you know, what I've
10 read that he's not a good guy. But you can't tell. You
11 know, you don't even know your neighbors sometimes, you
12 know.

13 Q Do you remember about when you dropped Virginia
14 off at his house that you met him?

15 A What do you mean?

16 Q Was it about the same time Virginia started
17 working with him?

18 A Yeah.

19 Q Was it later?

20 A I think it was about the time she started.
21 Because I wanted to see where she was at, you know. And
22 it was just a mansion down the street from, you know,
23 Mar-a-Lago. So I didn't think twice about it. I didn't
24 think nothing of it. He came out. He was very cordial,
25 very nice.

1 Q Do you remember any part of your conversation
2 with him?

3 A No. It was just that, you know how a parent has
4 to meet -- you know, if my daughter is going to work
5 somewhere, I just want to meet the guy and see what was
6 going on, you know. But I don't remember any
7 conversation, you know.

8 I just remember meeting him and that was it and
9 she walked into the house and --

10 Q All right. So you recall Mr. Epstein coming
11 outside of his home and greeting you?

12 A Yes.

13 Q Were you invited into his home?

14 A No.

15 Q Did you ever go inside of his home?

16 A No.

17 Q Other than that one time you dropped her off
18 there, do you ever remember going to that home?

19 A No. I couldn't tell you where it was at.

20 Q Okay. Did you meet anyone else while you were
21 there at the home?

22 A No.

23 Q Did you have a conversation with anyone else?

24 A No.

25 Q Did you every call Virginia at that home?

1 massage therapy.

2 Q All right. When she came home at night from
3 working with Mr. Epstein, did she look distressed to you
4 in any way?

5 A Not that I remember.

6 Q Okay. Did she report any complaints about her
7 job with Mr. Epstein?

8 A Not to me.

9 Q Okay. Did she report them to anyone else who
10 then reported them to you?

11 A No.

12 Q Your wife, for example?

13 A I have no idea. Like I said, if she did tell my
14 wife, I never heard about it.

15 Q Okay. Have you ever met Ms. Maxwell?

16 A Not that I remember ever meeting her.

17 Q Do you know what she looks like?

18 A No.

19 Q Did you ever meet anyone else who worked with
20 Mr. Epstein?

21 A No.

22 Q Do you remember anyone else who worked for
23 Mr. Epstein bringing your daughter home, for example?

24 A No.

25 Q Did your daughter ever move into the home where

C E R T I F I C A T E

STATE OF FLORIDA

COUNTY OF MARION

4 I, Karla Layfield, RMR, Stenographic Court
5 Reporter, do hereby certify that I was authorized to and
6 did stenographically report the foregoing deposition of
7 Sky Roberts; that said witness was duly sworn to testify
8 truthfully; and that the foregoing pages, numbered 1
9 through 142, inclusive, constitute a true and correct
10 record of the testimony given by said witness to the best
11 of my ability.

12 I FURTHER CERTIFY that I am not a relative or
13 employee or attorney or counsel of any of the parties
14 hereto, nor a relative or employee of such attorney or
15 counsel, nor am I financially interested in the action.

16 WITNESS MY HAND this day of May, 2016, at
17 Ocala, Marion County, Florida.

Karla Layfield, RMR
Stenographic Court Reporter

CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF MARION

I, the undersigned authority, certify that Sky
Roberts personally appeared before me and was duly sworn
on the 20th day of May 2016.

WITNESS MY HAND AND OFFICIAL SEAL this _____ day
of May 2016.

Karla Layfield, RMR
Notary Public
State of Florida at Large
My Commission No. FF942806
My Commission Expires 12/10/2019

Personally Known
Professionally Known
Produced Identification of FDL

EXHIBIT U

THE MAR-A-LAGO CLUB, L.C.
EMPLOYMENT POLICIES
OCTOBER 28, 1995

exhibit

EXHIBIT

19

Giffre
AGREN BLANDO REPORTING
11-7474

MAR-A-LAGO 0178

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INTRODUCTION

The Mar-A-Lago Club, L.C. ("the Club") seeks to provide the quality of work which will develop the potential of each employee as well as the Club as a whole. In this regard, this policy and procedures manual is designed to acquaint each employee with the administrative and personnel practices of the Club. These guidelines provide a framework for the fair and equitable treatment of all employees regardless of location, department, manager or supervisor. Each employee should be familiar with the responsibilities and opportunities available to make work as rewarding as possible.

These policies and procedures should be read carefully and clearly understood. Each department head, manager or supervisor will be able to answer, or obtain an answer, to any questions involving interpretation or clarification of these policies and procedures. Each employee is expected to apply these general policy and procedure guidelines conscientiously in a constructive and supportive manner.

The policies in this manual are only guidelines and the Club reserves the right to add to, subtract from, or change these provisions in any way, at any time, without being bound to the previously replaced or revised provisions. This handbook is not to be construed as an employment agreement or employment contract and the Club is under no obligation to provide the benefits set forth in this manual if it determines, at a subsequent time, that these benefits are to terminate.

EQUAL EMPLOYMENT OPPORTUNITY

The Club is an equal opportunity employer which is committed to prohibiting discrimination on the basis of race, color, sex, age, religion, national origin, sexual orientation, marital status, or disability throughout the employment process, from selection through termination.

The Club intends to provide a pleasant work environment that is healthful and comfortable and will not tolerate any form of employee harassment, either verbal, written, physical, or visual, based on race, color, religion, sex, national origin, age, disability or marital status.

Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, violence toward any employee by a fellow employee, a supervisor, or a person doing business with the Club. Harassment is not necessarily sexual in nature.

All necessary steps will be taken to comply with existing federal, state and local fair employment laws and guidelines.

ORIENTATION POLICY

The first ninety days of employment are considered to be an orientation or probationary period during which you and the Club have an opportunity to know each other. Your performance will be evaluated during this time to access your potential for continued employment. Evaluations will continue as long as you are employed, but during the orientation period your supervisor may observe and evaluate your performance more closely and more frequently to ensure that you are learning your job. During this orientation period, employees may earn but may not use vacation or personal days, except with permission of the Club Manager's office. If the employment relationship is terminated during this ninety day period, you shall not be entitled to receive any payment for benefits, e.g., personal days, vacation days, or unemployment compensation.

SEXUAL HARASSMENT

The Club strictly prohibits any form of harassment in the workplace, including sexual harassment.

Definition of Sexual Harassment:

1. Unwelcome sexual advances, requests for sexual favors, and other such verbal or physical conduct constitute sexual harassment under the following conditions:
 - A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
 - B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
 - C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
2. Conduct which falls into the definition of sexual harassment may include, but is not limited to:
 - A. Unwelcome physical contact of a sexual nature such as patting, pinching or unnecessary touching.
 - B. Overt or implied threats against an individual to induce him or her to perform sexual favors or to engage in an unwelcome sexual relationship.
 - C. Verbal harassment or abuse of a sexual nature, including intimating by way of suggestion a desire for sexual relations or making jokes or remarks of a sexual nature to or in front of a person who finds them offensive.
 - D. Use of sexually suggestive terms or gestures to describe a person's body, clothing, or sexual activities.
 - E. Displaying or posting offensive sexually suggestive pictures or materials in the workplace.

Recourse:

3. If an employee feels that an incident of any form of harassment has occurred, the employee is encouraged to report the matter to the Club Manager's office. All such issues will be handled in strict confidence to the extent possible with minimum embarrassment to the involved parties. As in any grievance procedure, the facts of the situation will be reviewed objectively so that appropriate disciplinary action, including discharge, can be taken if misconduct has occurred.

A timely resolution of each complaint is to be reached and communicated to the parties involved. Retaliation against any employee for filing a complaint or participating in an investigation is strictly prohibited.

In the event an employee files a frivolous, malicious or false claim, appropriate sanctions for discipline of the complainant, including termination, may result.

CARE OF FACILITIES

The Club has made a large investment in equipment and facilities to provide each employee with the necessary resources to accomplish his/her duties.

It is the responsibility of management and each employee to treat equipment and facilities with respect and care. Neatness and cleanliness are required to maintain these resources at a level at which the employee can and will be proud. Abuse of equipment and facilities will not be tolerated and may lead to disciplinary action including discharge.

ENTRY AND EXIT OF CLUB GROUNDS/PREMISES

All employees must enter and leave the Club at the Southern Boulevard gates unless otherwise directed by management.

Employees may not enter the Club grounds/premises more than 30 minutes before the start of their scheduled shift, and employees must exit the Club grounds/premises directly after their shift ends, unless authorized by your department head.

When conducting Club business off the premises of Mar-a-Lago, you must have approval of your department head or supervisor.

Employees may not patronize the Club facilities without prior written approval of their department head.

If an employee needs to return to the property for any reason, the employee must contact their supervisor or a department head prior to their arrival. Security must be contacted in the event no supervisor is available.

PROOF OF AUTHORIZATION TO WORK

You must comply with government regulations by furnishing valid documentation of both your identity and your authorization to work. The Club Manager will advise you what documents are acceptable. If your immigration or work authorization status changes after you begin work so that you are no longer able to continue to work in the United States, you must advise your supervisor and the Human Resources Manager.

SECURITY

A. INFORMATION -

All financial, contract, production, and administrative records and information of the Club and its members are confidential. Each employee is responsible for making certain that information under his/her control is appropriately safeguarded. An employee will not provide or disclose office or guest information to third parties unless it has been determined that the party has a legitimate right to know and the request has been approved by your Supervisor.

Authorization by the Managing Director must be obtained before written contact is made of any member, client, purveyor, (current or prospective).

Any uncertainties should be cleared with the Managing Director before such information is provided.

B. CONFIDENTIALITY -

No employee shall, during the term of his/her employment or thereafter disclose to others or use, except as authorized by the Managing Director, any of the Club's confidential, technical, or other business information. "Confidential, technical or other business information" shall mean any information, including lists of the Club's vendors and customers, which the employee has used, learned or contributed during the course of his/her employment, regardless of whether it was written or in other tangible form that (i) is not generally available to the public; or (ii) gives one who uses it a competitive advantage over the Club.

C. FACILITIES -

Access to Club facilities will be limited to parties with a legitimate reason to be there. Employees are not permitted to have visitors on the premises unless special arrangements have been made by the employee's supervisor. Outside visitors will be greeted by Post One and escorted to their area of business. Each employee should feel comfortable in politely confronting an unknown individual who appears suspicious or in need of direction.

An essential element of the security procedures of the Mar-a-Lago Club is the key control process. As such, employees who have access to Club keys must recognize the importance of properly safeguarding the keys which have been entrusted to them. All employees should be aware that they may be subject to disciplinary action for any violation of the key control procedures. Guest room keys must never be left in your locker.

In the event of a breach or threatened breach by the employee of provisions A, B or C of this section, the Club shall be entitled to an injunction restraining the employee from disclosing or using, in whole or in part, such information or from rendering any services to any person, Club, corporation, association, or other entity to whom such information, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein shall be construed as prohibiting the Club from pursuing other remedies available to the Club for such breach or threatened breach, including the recovery of damages from the Club.

D. GUEST PRIVACY -

Everyone enjoys privacy. Employees are prohibited from revealing any personal or business information about a Club member.

Do not divulge names or room numbers of one guest to another. Do not let a person into any guest room without verifying with the front desk that the person is the guest registered to that room.

All guest floors and areas are off limits to employees unless they are specifically assigned to perform work duties in these areas.

Employees are not allowed to accept invitations from guests to join them in their room. At no time is an employee to ask a member for an autograph or to ask a member to socialize with them off duty.

E. UNAUTHORIZED AREAS -

Employees may not enter areas of the building, especially guest floors, unless they have been assigned by a supervisor. Example:

Building Employees require work orders on guest floors.

Food Service Employees require valid room service checks or authorized pick-up request before going on the guest floors.

F. REPORTING CRIME -

The Security Department, with its able staff, attempts to control crime and provide a safe operation. Due to the enormity of the Club, they cannot be everywhere at once, and your help is needed. Follow these simple security measures:

- 1) Notify Security (ext. 212) of any suspicious person.
- 2) If you are a witness to a crime, relate to the dispatcher as much specific detail as possible, including a description of the individual and the nature of the crime.

G. MEDIA -

Because of the celebrated and historic nature of Mar-a-Lago and its significance to Palm Beach, Florida and the United States, we are contacted daily by the media (television, radio, newspapers, magazines, wire services). They want to know what is happening at the Club and they want comments for their articles or newcasts. It is important that **no** Club employee other than the Managing Director, Special Events Manager or Director of Membership comment to the press on the Club or it's members.

GUEST NAMES

All guests are to be treated in a friendly, courteous, professional manner. Systems or procedures are used within each department to inform employees of our guests' names. We want you to use the guests' name at all times if possible. Be friendly to guests and call them by name; however, do not be too familiar with a guest by using his/her first name.

SAFETY AND HEALTH

The Club's goal is to provide a safe and healthy environment for employees. Each employee is expected to comply with all safety and health requirements whether it is established by management or by federal, state or local law.

The Club does not expect any employee to take unnecessary risks. Study the job assigned to you and learn the safety rules of your department. In everything you do, make sure that you have observed every reasonable safety precaution.

Most Club accidents are simple and common, such as slips and falls, cuts, burns, sprains and strains. They are easy to prevent. Observation of the following general rules will prevent many employee accidents:

1. Report all injuries at once to your supervisor.
2. If you are not sure how to do a job safely, ask your department head.
3. Horseplay and practical jokes are prohibited.
4. Put equipment away after use. Don't block passages.
5. Broken chairs, loose and worn carpeting, missing lights and other equipment needing maintenance may cause accidents. Report these along with any other safety hazard at once to your department head.
6. Wear the right clothing for the job.
7. Show other employees the safe way to do the job.
8. If the load seems too heavy to lift safely, get help. When lifting any load, follow the safe lifting practice listed below:
 - a. Be sure you can handle it alone. If not get help.
 - b. Face the load squarely.
 - c. Secure a firm footing with your feet properly spread.
 - d. Bend your knees.
 - e. Get a grip on the load.
 - f. Keep a straight back and lift by straightening your legs gradually not suddenly.

- g. Keep the load close to your body.
- h. Don't twist your body.
- 9. Do not carry a load so that it will block your vision
Make sure you can see where you are going.
- 10. Avoid slippery, wet or greasy floors. Clean up wet or
greasy spots as they occur.
- 11. Use a ladder to reach things that are up high. See
that the ladder is firmly placed. While on the ladder,
don't reach too high or too far to one side.
- 12. Place broken glasses, dishes, etc., in special
receptacles designated for this purpose.
- 13. Do not operate equipment unless properly trained and
specifically instructed to do so by your supervisor.

All accidents occurring on the Club's premises or to Club employees, regardless of whether they result in an injury, must be reported immediately to your supervisor. The Club is required to report all work-related injuries as soon as possible. If you are too seriously injured to describe the facts surrounding the accident, it is the responsibility of the supervisor to supply the information to the Human Resources Manager.

If a member has an accident, you should see that he or she is comfortable and then immediately notify your supervisor, department head, Managing Director and the Security Department. Any property damage due to accidents should be reported in the same manner.

WORKERS' COMPENSATION

We all do the best job we can to prevent accidents and injuries at home and at work. If you spot a safety hazard on the job, report it to your supervisor immediately. Workers' Compensation is provided by the company to pay an employee partial compensation if he or she loses time due to a work-related accident.

In case you are injured:

1. Report the injury immediately to your supervisor.
2. Following first-aid or medical treatment, your supervisor will contact security to file an incident report and then notify the Human Resources Manager.

3. The Human Resources Manager completes the Workers' Compensation Report and submits copies to the insurance carrier. When you lose work time because of an injury on the job, a medical certificate from your doctor or the Health Center must be submitted to the Human Resources Manager with a return to work date prior to return to work.

Remember to **report all injuries immediately**, no matter how small they may be, to your supervisor. Though the injury may seem small at first, it may become serious later, and result in lost work time.

EMERGENCY PROCEDURES:

Adhere to the following procedures in emergency situations:

- A. FIRE -- In case of fire or smoke: STAY CALM
 - 1. Pull fire alarm
 - 2. Dial Security at Extension 212 and give location of fire, (closest room number, floor, type of fire or smoke), remain on the phone to give additional information as required.
 - 3. When the fire department or Club fire brigade arrives, direct them to the location. Remember, most persons die from smoke and poisonous gases. Stay low to the ground if there is any smoke at all. If you encounter smoke or fire at lower levels, turn around and walk up to clearer air, or use another exit.
 - 4. Be certain to follow instructions of the fire department and the Club fire brigade in order to ensure the safety of all guests and employees.

B. BOMB SCARE OR WARNING

You all know your own work areas, and are usually aware of any unfamiliar items. A bomb may be concealed in a length of pipe, small parcel, suitcase or paper bag. When a suspicious item is discovered DO NOT TOUCH and report immediately to:

- 1. Club operator - dial 300
- 2. Security - dial 212

C. GUEST ILLNESS

- Follow the same procedures as listed above.

The most important thing to remember in an emergency is

DO NOT PANIC!

USE OF CLUB'S COMPUTER SYSTEM AND SOFTWARE PROGRAMS:

A. GENERAL

The Club has invested a large sum of money in its computer system and software programs. The information in the computer system represents much work by many employees and is an important component of the Club. In order to protect this valuable

information, no employee is allowed to bring to work any computer games, hardware, programs or software which is not licensed and registered under the Club name, or install or otherwise use any such items unless they have been approved in advance, in writing, by the Managing Director. The reason for this is simple. Outside programs may contain viruses which can disrupt or destroy our computer system. Even if you are sure that the program you bring does not contain a virus, and that it would not damage our computer system, you are not to use any outside program without written advance approval. If software programs are not properly registered, there may be criminal and civil penalties for their use.

In addition, the Club has noted that some computer programs also contain games or programs which are not related to the work of the Club. These programs are not to be played by any employee at any time during the work day. Only computer programs that are directly related to the work of the Club are to be used on Club computers.

No employee is authorized to download or remove any information from the Club's computer system without the expressed advance permission of the appropriate supervisor. (See the Club's policy on security.)

B. ELECTRONIC MAIL

During your workday, the electronic mail and other information systems are not to be used in a way that may be disruptive, offensive to others, or harmful to morale.

Specifically, it is against Club policy to transmit E-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or offensive to others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs, is strictly prohibited and may constitute grounds for termination.

Employees should use the information systems for Club business only. The E-mail system also should not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other personal matters unrelated to your job.

For privacy reasons, employees should not attempt to gain access to another employee's personal file of E-Mail messages without the latter's express permission. Further, employees shall not use a code, access a file or retrieve any stored communication, other than where authorized, unless there has been prior clearance by an authorized Club representative.

Management reserves the right to enter an employee's E-mail files on an "as needed" basis by authorized personnel to ensure the Club's legitimate business interest in the proper use of its property. System security features such as passwords and message

delete functions do not neutralize the employer's ability to access any message at any time. Employees who use E-mail for private, non-job-related purposes do so at their own risk. By using the Club's equipment and E-mail systems, employees consent to have such E-mail use, messages and files monitored by authorized firm personnel.

C. VOICE MAIL

The Club utilizes a voice mail system which allows employees, clients, etc. to leave voice messages. The Club reserves the right to monitor and review all messages left on the voice mail system at any time. All voice messages should be confined to business or work-related matters.

D. RIGHT TO INSPECT

No employee is to have an expectation of privacy with regard to any voice mail messages, E-mail or computer files, and the Club has the right to monitor and review these electronic and computer systems at any time.

DISCLOSURE OF EMPLOYEE INFORMATION

REFERENCE CHECKS

All inquiries regarding a current or former employee of The Mar-a-Lago Club must be referred to the Human Resources Manager.

Should an employee receive a written request for a reference, he/she should refer the request to the Human Resources Manager for handling. No Mar-a-Lago Club employee may issue a reference letter to any current or former employee without the permission of the Human Resources Manager or Managing Director.

Under no circumstances should any Mar-a-Lago Club employee release any information about any current or former Mar-a-Lago Club employee over the telephone. All telephone inquiries regarding any current or former employee must be referred to the Human Resources Manager.

In response to an outside request for information regarding a current or former Mar-a-Lago Club employee, the Human Resources Manager will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former Club employee, or his/her employment with Mar-a-Lago will be released unless the employee authorizes the Club to release such information in writing or Mar-a-Lago is required by law to furnish any information.

NO SOLICITATION/NO DISTRIBUTION

Persons who are not employees of the Club are prohibited from soliciting our employees, distributing literature, or selling merchandise to our employees, on our premises at any time. The purpose of this rule is to prevent employees and customers from being disrupted or imposed upon by such activities and to maintain our operations at peak efficiency at all times.

For similar reasons, solicitation and distribution of literature are prohibited during the working time of either the employee making the solicitation or distribution, or the targeted employee. The term "working time" does not include an employee's authorized lunch or rest periods, or other time when the employee is not required to be working.

Distribution of literature is prohibited in work and customer areas at all times. The distribution of literature in such a manner as to cause litter on the Club's property is prohibited. Off-duty employees are not allowed to return to the interior or working areas of the Club's premises until the next scheduled work time.

The Club maintains bulletin boards to communicate Club information to employees and to post notices required by law. These bulletin boards are for the posting of Club information and notices only, and only persons designated by the Managing Director may place notices on or take down material from the bulletin boards. The unauthorized posting of notices, photographs or other printed or written materials on bulletin boards or any other Club property is prohibited.

INSPECTIONS

The Club respects its employees' right to privacy. However, for security purposes, we maintain the right to inspect certain personal belongings.

Each employee agrees, as a condition of continued employment, to allow management to inspect employee personal property on our premises. Any package brought into or taken out of our premises may be inspected. Our premises and equipment, including Club vehicles, lockers and desks, are subject to inspection at any time.

Refusal to cooperate in an inspection or search will be considered a violation of your terms of hire and insubordination.

INTERNAL INVESTIGATIONS

From time to time The Mar-a-Lago Club may be required to conduct internal investigations pertaining to security, auditing or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so.

Whenever necessary, in Management's discretion, employees' work areas (i.e., desks, file cabinets, etc.) and personal belongings (i.e., brief cases, handbags, etc.) may be subject to a search. Employees are required to cooperate.

Management will generally try to obtain an employee's consent before conducting a search of work areas or personal belongings, but may not always be able to do so.

OUTSIDE EMPLOYMENT

The Club does not object to your holding other jobs, provided that there is no conflict of interest and your job at the Club comes first. However, outside employment which interferes with your obligations to the Club is prohibited. In addition, no employee shall claim to be a Club representative in connection with any outside employment.

Before accepting any supplementary job, it is mandatory that you notify your Supervisor and the Department Head to determine if there is a conflict of interest or if it would adversely affect your job performance at the Club. If the Club determines that a conflict of interest exists or acceptance would adversely affect your job performance, you shall not engage in outside employment. Failure to notify the Supervisor and the Department Head in advance of any outside employment will be grounds for immediate termination.

Please note that if at any time your job at the Club suffers due to additional employment elsewhere, the Club reserves the right to ask you to give it up. Failure to comply with such a request will also be grounds for immediate termination.

PROPERTY OF EMPLOYER

Employees may not remove from the Club premises any Club property not belonging to the employee. Any other property that an employee removes from Club premises, must be accompanied by a Club Package Pass, signed by a department head or his/her designated supervisor.

Upon termination of your employment, you must surrender to the Club any and all material including, but not limited to, drawings, manuals, reports, documents, lists of the Club's vendors and customers, and the like (including all copies thereof), that you have in your possession relating to the business of the Club, or its affiliates. You recognize that all such materials are the property of the Club solely and that you have no right, title, or other interests in or to such materials.

EMPLOYEE APPRAISAL

It is the objective of the Club to provide an atmosphere in which each employee can receive periodic, thorough appraisals of their performance and compensation. The Club uses the performance evaluation as a means to achieve these objectives. Each Manager, Supervisor and employee should be familiar with their role in contributing to the success of the appraisal system.

TELEPHONE COURTESY PROCEDURES

Telephone Calls - Personal calls are prohibited, except in an emergency, since it interferes with the flow of business. Telephone courtesy is an essential part of every employee's interaction with guests. All incoming calls should be answered according to the following mandatory procedures:

1. All calls are to be answered within three rings

2. Answering a Department line:

- a. standard greeting (i.e., Good Morning/Afternoon/Evening).
- b. Give the name of the department.
- c. Give your name.
- d. Offer assistance: "Good morning, Reception Desk. This is John. How may I help you?"

3. Answering another individual's line:

- a. Standard greeting.
- b. Identify whose office or department.
- c. Give your name.
- d. Offer assistance or to take a message: "Good afternoon, Mr. Smith's office. This is Mary. How may I help you?"

4. When placing a call on "hold":

- a. Use the word "wait," not "hold."
- b. Always ask permission and wait for guest's response: "Are you able to wait?"

5. Returning to a call placed on "hold":

- a. Always thank the guest for waiting or apologize for the wait.
- b. Give your name.
- c. Offer assistance: "Thank you for waiting, this is Mary. How may I help you?"

6. When transferring a call:

- a. Always announce the transfer of a call to the party receiving the call: "Mr. Smith, I am transferring Bob Jones to you."
- b. The caller should then be connected and an announcement of the connection made: "I have Mr. Smith on the line now. Go ahead, please."

7. When ending a conversation:

- a. Always say "thank you" or "you're welcome."
- b. Use the guest's name if possible.
- c. Let the caller know you are happy to be of service or sorry you are unable to help.
- d. End the conversation with "good-bye" and hang up the receiver gently: "Thank you for calling, Mr. Smith. We're glad we could help. Good-bye."

EMPLOYEE ATTENDANCE AND TARDINESS

Your schedule is developed after considering the Club's needs and flow of business. Your adherence to the schedule and flexibility concerning any necessary changes will help ensure our Club's success.

Each employee is required to work the hours normally scheduled for his or her assigned position.

Employee's work schedules will be those hours authorized by their Supervisor to meet operational requirements.

If you are unable to report to work for any reason, you must notify your supervisor no later than Three (3) hours prior to your scheduled reporting time, stating your reason for lateness or absence, and when you expect to arrive at work. Check with your supervisor to see if additional notice time is required.

In the event your supervisor is not available, you are to contact SECURITY Ext. 212 or the Human Resources Manager. You must call in each day of your absence. Upon the third consecutive day of absence, a Health Care Provider's note will be required of the employee before returning to work. An employee who is absent for three consecutive days without proper notice to the Club may be considered to have voluntarily resigned his or her position with the Club.

Failure to adhere to employee attendance policies results in time consuming arrangements and costly replacements and may lead to disciplinary action.

Tardiness places an unfair burden upon your supervisors and co-workers. All efforts should be made to be at work according to schedule. Your supervisor is to be contacted if it is unavoidable for you to be late to work. Continued tardiness will result in disciplinary action, up to and including termination.

LINEN ABUSE

Linen abuse is considered to be any type of mishandling or misuse of linen, causing damage to the point that the linen would be unfit to place before a guest.

The following are the most common abuse occurrences.

1. Using linen as rags for cleaning.
2. Leaving linen lying on the floor.
3. Cleaning ashtrays with linen.
4. Using napkins as food covers.
5. Carrying linen on your person to be used as sweatbands, handkerchiefs, etc.
6. Throwing rags or linen in the trash.
7. Mixing rags with linen.

Violation of these linen abuse standards may lead to disciplinary action. The replacement of lost or damaged linen is a costly process, and we need everyone's help in curtailing this enormous expense.

TIME REPORTING - SIGNING IN AND OUT

You must check in first at the guard post at the employee's entrance on Southern Boulevard, and then again upon your arrival at Post One. At the end of your shift you must check out at Post One and also at the guard post at the employees' exit on Southern Boulevard.

When reporting in and out of work employees will be solely responsible for keeping their own hours worked by logging in and out at the timekeeping terminal. Pay is calculated for the actual hours worked by the actual entry of this information. Any deviations in the schedule including overtime can be done with the supervisor's approval only. These deviations are indicated in writing at the end of the work week for presentation to payroll.

Under no condition shall an employee enter for time other than his/her own. An employee who leaves the Club during his/her work schedule must first obtain their supervisor's permission. Failure to adhere to these procedures, will result in disciplinary action, up to and including termination of employment.

NOTE: All Wait Staff employees must also sign in on the "DAILY SIGN IN SHEET" which will be located with your Captain.

CHANGE OF ADDRESS OR STATUS - PERSONNEL RECORDS

To keep necessary Club records up-to-date, it is extremely important that you notify the Human Resources Department of any changes in:

1. Name and/or marital status.
2. Address and/or telephone number.
3. # of eligible dependents.
4. W4 Deductions.

INITIAL EMPLOYMENT PERIOD

Every new employee goes through an initial period of adjustment in order to learn about the Club and about his/her job. During this time, the employee will have an opportunity to find out if he/she is suited to, and likes, his/her new position.

Additionally, the initial employment period gives the employee's supervisor a reasonable period of time to evaluate his/her performance. The initial employment period is 3 months.

During this time, the new employee will be provided with training and guidance from his/her Supervisor. He/she may be discharged at any time during this period if his/her Supervisor concludes that he/she is not progressing or performing satisfactorily. Additionally, under appropriate circumstances, the initial employment may be extended.

At the end of the initial employment period, the employee and his/her supervisor may discuss his/her performance. Provided his/her job performance is "satisfactory" at the end of the initial employment period, he/she will continue in our employment.

EMPLOYEE CATEGORIES

- * Full Time - Year Round Employee
- * Seasonal Employee

WORK HOURS, SALARY AND OVERTIME PREMIUMS

A. WORK HOURS

The Club never shuts down from November 1 to Mother's Day; for 24 hours a day, 7 days a week, it serves the diverse needs of our members. Therefore to ensure adequate coverage at all times, departments have arranged different schedules for their employees.

B. SALARY

The Club's policy regarding personnel is to offer competitive starting wages and to maintain a fair and equitable wage structure. Wage increases are given when appropriate based upon results of performance evaluations and/or employment status change.

The work week at the Club begins on Monday and ends on Sunday. Scheduled paydays are as follows: Friday pay vouchers indicating deposit into your existing Great Western banking account will be issued.

If there is a discrepancy in your paycheck, advise your department head immediately. Do not call or go to the payroll department. If your department head is not available, contact the Human Resources Manager and assistance will be provided.

The Club is unable to make advances on employee paychecks.

C. OVERTIME PREMIUMS

1. Hourly and Salaried Employee (non-exempt)

Hourly or salaried employees are eligible for overtime premium at one and one-half (1.5) times their base hourly rate under the following conditions:

Overtime work has been specifically authorized by the direct Supervisor in advance or in writing after the fact. More than forty (40) hours are actually worked by that individual in one work week, not including sick time, vacation, holidays and time off for personal business and other non work time.

The work week commences on Monday morning and ends Sunday at midnight.

2. Salaried Employee (exempt)

A salaried exempt employee is not compensated directly for specific overtime hours worked. A salaried employee is paid to accomplish a specific job and his/her salary is based upon the fact that hours in excess of 40 per week may be necessary on occasion.

Overtime is at the request of a supervisor or department

head for emergency client business. The Supervisor must authorize overtime and sign the employee's schedule signifying such authorization.

EMPLOYEE BENEFITS AND PROGRAMS

As a regular full time year round employee you will enjoy an excellent benefits package which is designed to help protect your health, and plan for your future. The Mar-a-Lago Club reserves the right to change any or all of these benefits at any time.

- * Group Health Insurance
- * Group Life Insurance
- * Group Dental Insurance
- * 401K - After one full year of continuous employment

For information relating to the cost of such benefits, eligibility requirements, etc. please contact the Human Resources Manager.

BEREAVEMENT LEAVE

In the event of a death in an employee's immediate family, the Club will allow a maximum of three (3) days off with pay for funeral related leave. Immediate family includes spouse, child, mother, father, brother, sister, grandparent, grandchild, aunt, uncle, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-child, step-parent.

When a death occurs, notify your supervisor at once with all of the details, including the family member who died and where the funeral will take place. The supervisor should notify the Human Resources Manager of the reason and length of the employee's absence.

JURY DUTY

An employee summoned for jury duty will be compensated in the following manner only if he/she notifies his/her supervisor and provides him/her with a copy of the summons.

During the jury leave, the employee will be paid the difference between jury compensation and the employee's regular pay for up to three days. Any day in which you are excused from jury service at a time when there are three (3) or more hours remaining in your daily scheduled shift, you will report for work.

NOTE: If the jury duty falls at a time when the employee cannot be away from work, the court may allow the employee to choose a more convenient time to serve if he/she makes a request in accordance with the court's procedure.

MILITARY LEAVE

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, a member of the National Guard, a member of the Reserves or Public Health Service will, where a specified period of active or reserve duty is mandatory, be granted a leave of absence in accordance with applicable law.

Upon receipt of orders for active or reserve duty, the employee should notify his/her supervisor, as well as the Human Resources Manager immediately and he/she must submit a copy of his/her orders to his/her supervisor and the Human Resources Manager.

MATERNITY LEAVE OF ABSENCE

Pregnancy, childbirth, and related medical conditions are temporary disabilities for the purpose of any health or temporary disability insurance or sick leave policy maintained by the Club. An employee who is pregnant, or has medical conditions related to pregnancy will be granted a leave of absence and will be eligible for the same leave benefits as received by employees suffering from illness or other temporary disabilities.

FAMILY MEDICAL AND PERSONAL LEAVE OF ABSENCE

As a result of the Federal Family and Medical Leave Act ("Act"), the Club provides an added benefit to each employee. Each employee will have up to 12 weeks of unpaid family leave during a "rolling" 12-month period month period for: (1) the birth and care of a newborn child; (2) adoption or foster care of a child; (3) to provide care to an employee's spouse, son, daughter or parent (or grandparent under certain circumstances) who has a serious health condition; and (4) the employee's own serious health condition which makes the employee unable to perform his/her job functions. Upon an employee's return from this leave, the Club guarantees that the employee will be placed in the same or equivalent position, absent grievous and substantial business reasons affecting the Club.

This leave may be used during the rolling 12-month period even if the full 12 weeks have not been taken. Intermittent use of this leave or a reduced leave schedule may be allowed only where leave is taken for a sick family member, or for an employee's own serious health condition, when medically necessary. If you are not eligible for the 12 weeks unpaid leave, you may still be eligible to take-an unpaid leave of absence for medical reasons or a personal leave of absence at the discretion of the Club.

As a result of the Act, it has been necessary to modify some provisions of our policies on sick days, short term disability and personal leaves of absence to comply with the Act. The information that follows is designed to address the great majority of situations that arise in a regular or routine manner. The federal Family Leave Law, however, is subject to on-going review process and interpretation by the courts, therefore, the statements made here can not possibly address every contingency that may arise in interpreting this new and broad Law. For these reasons, special situations will be reviewed on a case-by-case basis. Set forth below is the Club policy with regard to medical and personal leaves of absence, including provisions of Act.

If you have any questions, please contact the Human Resources Manager who will be glad to answer your questions.

A. 12 Week Family Medical Leave

Purpose:

This policy allows an employee to request a family or regular medical leave of absence (LOA) because the employee has a serious health condition which makes the employee unable to perform the functions of the job position (this policy includes a serious health condition related to pregnancy).

Policy:

All employees with a minimum of 12 months of service (and 1250 or more hours worked during the previous 12 months) at the time the family medical LOA begins, are eligible for up to 12 weeks of unpaid family medical LOA during a rolling 12-month period. Employees are eligible so long as the employee is certified to be unable to work during this LOA period.

See Section D below for details on requesting this LOA.

B. Regular Policy for those Not Eligible for Family Medical LOA (e.g. previously used Family LOA)

All employees who are not eligible for the 12 week family medical LOA at the time the medical LOA begins (e.g., less than 12 months of service, less than 1250 hours worked, or insufficient time has passed since a previous LOA) are eligible for unpaid medical LOA normally not to exceed 10 days.

See Section D below for details on requesting this LOA.

C. Family and Personal LOA

This policy allows an employee to request consideration for a family or personal LOA.

1. Policy (Family LOA):

All employees with a minimum of 12 months of service and 1250 or more hours worked in the previous 12 months at the time the family LOA begins are eligible for up to 12 weeks of unpaid LOA during a rolling 12-month period for:

- * the birth or adoption (or foster care) of a child.
- * providing care to a family member who has a serious health condition (family member is defined as spouse, child, or parent).

Please Note:

A child is one who is under 18 years of age or if 18 years or older must be incapable of self-care because of mental or physical disability.

2. Policy (Personal LOA) Employees who are not eligible for the 12 weeks family LOA at the time the LOA begins (e.g., less than 1 year of service, less than 1250 hours worked, or insufficient time has passed since previous LOA) are eligible for a personal LOA without pay in the Club's sole discretion.

Employees requiring additional time may be required to terminate employment and advise the Club of availability for future rehire. Request for non-family personal LOA may not be approved due to the effect on department operations and/or due to the individual's job performance.

See Section D below for details on requesting this LOA.

D. General Procedures for LOA

1. While on an approved family or other LOA, an employee does not accrue time toward sick leave, vacation days, merit review nor does he/she receive holiday pay.

2. Detailed Procedures:

(a) A request for any medical LOA must be certified by the employee's health care provider on the claim form supplied by the Human Resources Manager.

(b) An employee requesting a medical LOA must provide the Human Resources Manager with sufficient medical evidence to support the condition that prevents the employee from performing the assigned job duties. This signed health care provider's statement must include effective date of the LOA, reason for the LOA and approximate date of return. If the medical evidence is deemed to be inconclusive, the Human Resources Manager may arrange for a medical examination (at the Club's expense) to determine the extent of the employee's condition. The Club may require periodic recertification.

The duration of a medical LOA is determined by the period of time the employee has a serious health condition which makes the employee unable to perform the job efficiently and safely.

(c) Reinstatement may not be guaranteed in management's discretion (employee will be notified prior to beginning the LOA) if the employee is a key salaried employee.

(d) An employee who returns from a family medical or family LOA on or before the approved LOA has elapsed will be reinstated to his/her previous department and job. Otherwise, every effort will be made to place the returning employee into an equivalent position.

However, for an employee returning from a LOA that has exceeded the allowed maximum calendar days, no

guarantee of reinstatement can be made. In addition, no guarantee of reinstatement can be made for a regular medical or non-family personal LOA. However, if possible, the employee will be re-employed in accordance with the following priorities:

- * In his or her former job if available;
 - * In a comparable job at the same (or higher grade) if available, and if the employee is qualified for that job (at the same salary or higher);
 - * In a lower grade job, if available, and if the employee is qualified for that job. If reemployed, the employee will receive the same salary as he or she received immediately prior to the LOA unless such salary exceeds the maximum salary for the employee's grade upon reemployment, in which case the employee will be paid at that grade maximum; or
 - * If no job is available at the termination of the LOA, the employee will be placed on a preferential hiring list at the Club's sole discretion in a position for which the employee is qualified.
- (e) A request for an LOA is expected to be submitted to the employee's supervisor and the Human Resources Manager at least 30 days prior to the effective date of the LOA (emergencies excepted). This request should include the effective date of the LOA, reason for the LOA and approximate date of return.
- For a medical or family LOA, each employee will be required to use earned vacation, personal days and sick pay benefits at the beginning of the LOA. For a personal LOA, only earned vacation will be required to be used.
- (f) For each employee granted a family medical or family LOA, the Club will continue the group health insurance benefit coverage under which the employee was covered as of the last day worked. However, any premiums paid by the employee prior to the LOA must continue to be paid by the employee during the LOA. Payments are due at the same time as they would be made by payroll deduction. If an employee fails to return to work after taking a family or medical LOA, the employee may be potentially liable for payment of health

insurance premiums paid by the employer during the LOA.

- (g) An employee on an LOA must notify the Human Resources Manager of intent to return at least 7 days prior to the desired return date. Medical certification of ability to resume duties must be provided to the Human Resources Manager prior to returning to work. Failure to provide medical certification may result in disciplinary action or termination.
- (h) An employee must contact the Human Resources Manager with a request for an LOA extension at least 14 days in advance of the scheduled return (emergencies excepted). Medical certification is required prior to the beginning of the extension for a medical LOA.
- (i) The Human Resources Manager will notify the appropriate Manager of the date of return of an employee returning from an approved LOA.
- (j) If an employee fails to return to work at the conclusion of an LOA, the LOA will be cancelled and employment will be discontinued as a voluntary termination with the effective date of termination the last day actually worked.
- (k) An employee requiring a medical or personal LOA who has not completed the initial probation period is not eligible for such a LOA and must terminate his/her employment. These employees may be eligible for conversion of group medical insurance. At the Club's option this category of employee may be placed on a preferential hiring list.
- (l) Abuse of an LOA may result in termination of employment.
- (m) In any case in which a husband and wife are entitled to a LOA, the total days of family LOA to which both may be entitled may be limited to 12 weeks during any rolling 12-month period if the family LOA is taken for the birth, adoption (or foster care) of a child.
- (n) In addition, as an alternative to the LOA, the Club and each employee may mutually agree to alternate employment for the employee for the time during which the employee would otherwise be entitled to a LOA under Club policy. Such period of alternate employment will not cause a reduction

in the period of the LOA to which the Club employee is otherwise entitled for their own serious illness.

- (o) The rolling 12-month period in which the 12 weeks of LOA entitlement occurs is a "rolling" 12-month period measured backwards from the date an employee uses a family or medical LOA.

Exception Approval:

Questions concerning this policy should be directed to the Human Resources Manager.

GRIEVANCE PROCEDURE

The Club recognizes that employees may have questions or problems concerning the Club's policies and procedures. In order to encourage employees to voice these concerns and try to solve the questions or problems that may arise, we have a formal problem solving procedure. Please follow these steps:

Step 1: You should first request to meet with your immediate supervisor (the person you report to directly). The supervisor will listen and investigate the problem with the intention of finding an agreeable solution for those concerned. In order to facilitate a fair and timely solution, you must contact your supervisor within three days

of the occurrence that created the question or problem.

If you feel the problem is with your immediate supervisor, you may skip step 1 and start the grievance procedure with Step 2.

Step 2: Request to meet with your Department Head. Your Department Head will review the problem (including any action taken by your immediate supervisor) and any other relevant facts involved in order to suggest a reasonable solution. In order to facilitate a fair and timely solution, you must contact your Department Head within three days of the occurrence that created the question or problem (if you skipped Step 1) or within two days of your supervisor's resolution (if you followed Step 1).

If you are not satisfied with your Department Head's handling of the problem, you may proceed to Step 3.

Step 3: Request to meet with the Managing Director, or a designated representative, will thoroughly investigate the problem, review Club policies, procedures, rules and regulations and will make a determination. In order to facilitate a fair and timely solution, you must contact the Managing Director within two days of your Department Head's determination.

The Managing Director, or his or her designee, may review the matter and offer a final decision.

Time spent by an employee in discussing a complaint with management during normal working hours will be considered hours worked for pay purposes.

When two or more employees have a common or similar complaint, the employees may select a spokesperson to represent the group. The final decision on the complaint submitted by several employees through a spokesperson will be binding on all members of the group.

If at any time you feel uncomfortable with this process, as it is outlined here, please feel free to contact the Managing Director to assist you before taking further action.

Due to the serious nature of sexual harassment, such complaints should be referred immediately and directly to the Managing Director and Human Resources Manager.

The Club will not tolerate any form of retaliation against employees who have used the Club's problem solving procedure. In the interest of creating a positive and enjoyable work environment, all employees shall be able to use this procedure without fear of retaliation.

However, it is equally important to realize that the problem solving procedure will not prevent the Club from taking disciplinary action, up to and including termination, against any individual under circumstances where the Club deems disciplinary action to be appropriate.

DISCIPLINARY ACTION

A. GENERAL POLICY ADHERENCE

Policies and procedures are necessary guidelines to provide a basis for fair and equitable treatment of each employee. In addition, these guidelines serve as the basis for a fair relationship between the employee and the Club. It is necessary that these guidelines be applied consistently to each employee regardless of location, department or manager. Then, and only then, can the Club establish the confidence that each employee will be treated consistently according to the administrative and operational guidelines. It is the responsibility of each officer, manager, supervisor and employee to contribute fully toward the achievement of this objective.

B. DISCIPLINARY ACTIONS

Violations of any of the established policies and procedures may result in disciplinary action including probation or discharge. The nature of the disciplinary action is contingent upon the facts and circumstances of the individual situation.

The following employee actions are not all inclusive but, by way of illustration only, are some of the events which could result in discipline including discharge. Thus, your department head may establish additional rules and regulations he or she feels are necessary for the orderly fulfillment of your department's responsibilities. These also must be followed. Other actions may also result in discipline including discharge. (It should be noted that the Club and each employee recognize that the employment relationship is for an indefinite period and may be terminated by either party at will.) By providing this list, the Club in no way restricts its legal discretion to terminate employment.

- a. Insubordination, refusal or inability to comply with reasonable instructions of supervisors or department heads. If your supervisor requests you to do something with which you disagree, always follow the instructions at the time and then discuss it later at an appropriate time and location. However, this excludes obedience to demands constituting discrimination, sexual harassment or illegal conduct.
- b. Interference or hindrance with shift schedules. Failure to work on a shift as scheduled or arranging your own shift replacement without the supervisor's permission.
- c. Unauthorized use of Club telephone or property and/or guest facilities.
- d. Entering the Club more than 30 minutes before your shift begins or leaving the Club more than 30 minutes after the end of your shift without the permission of your department head or supervisor. Entering or

- e. presence in areas within the Club premises without authorization or just cause.
- f. Presence on Club premises at anytime other than your assigned work shift unless specifically authorized by your department head in advance.
- f. An essential element of the security procedures of the Mar-a-Lago Club is the key control process. As such, employees who have access to Club keys must recognize the importance of properly safeguarding the keys which have been entrusted to them. All employees should be aware that they may be subject to disciplinary action for any violation of the key control procedures. Guest room keys must never be left in your locker.
- g. Theft (unauthorized removal) or misappropriation (unauthorized storage, transfer, utilization or possession) of Club services (i.e., unauthorized telephone calls, laundry/valet, food and beverage), or guest, employer or Club property, including items found on the Club premises. All articles found on Club premises must be turned into the Lost and Found area at Security in the Timekeeper's area.
- h. Altering or falsifying a guest check or credit voucher or forging tips through guest checks.
- i. Refusal to comply with Club rules, policies or procedures.
- j. Poor job performance, including unsatisfactory attitude that detracts from job performance or the efficient operation of the Club.
- k. Violation of sexual harassment policy.
- l. Failure to report for duty without a bona fide excuse and proper notification to your supervisor.
- m. Failure to comply with established safety and health rules and safe work procedures or engaging in any conduct that creates a safety hazard.
- n. Failure to meet performance standards.
- o. Failure to follow grooming and appearance standards.
- p. Failure to report a workplace accident immediately. If you are injured on the job, you must immediately report this to your supervisor or Human Resources Manager.
- q. Falsely stating claims of injury.
- r. Disorderly conduct on the Club premises, including fighting, horseplay or other action that endangers others or Club property.
- s. Offensive or disruptive behavior, including threatening employees, using abusive or vulgar language, interfering with others in the performance of their duties, or acting in an immoral or indecent manner on Club property, or while off the Club premises in performance of Club duties.
- t. Destruction, misuse, or removal of Club property, a guest's property or another employee's property.
- u. Unauthorized disclosure, discussion, removal or use of Club confidential, information, trade secrets or other