

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Allyson Ward, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

Darren K. Indyke and Richard D. Kahn,

Defendants.

Case No. 1:24-CV-01204 (AS)

**NOTICE OF PROPOSED
SETTLEMENT OF CLASS ACTION**

TO: ALL FEMALES WHO WERE SEXUALLY ASSAULTED OR ABUSED OR TRAFFICKED BY JEFFREY EPSTEIN FROM JANUARY 1, 1995 TO AUGUST 10, 2019, WHETHER THEY WERE MINORS OR ADULTS AT THE TIME OF THEIR ASSAULT, ABUSE, OR TRAFFICKING, WHO HAVE NOT PREVIOUSLY EXECUTED A SETTLEMENT AGREEMENT THAT INCLUDED A RELEASE OF CLAIMS OR OTHERWISE RELEASED CLAIMS AGAINST THE ESTATE OF EPSTEIN, DARREN INDYKE AND RICHARD KAHN, CO-EXECUTORS¹, AND ALSO INCLUDES THE NAMED PLAINTIFFS WHO, IN THIS LITIGATION, DID NOT VOLUNTARILY DISMISS THEIR CLAIMS.

IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY SUBMIT A QUESTIONNAIRE AND RELEASE BY MAY 12, 2026 11:59 PM EDT.

THIS NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION (“NOTICE”) WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the United States District Court for the Southern District of New York (the “Court”). This Notice serves to inform you of the proposed settlement of the above-captioned class action lawsuit (the “Litigation”) for \$35 million in cash, if there are 40 or more eligible class members, or \$25 million in cash, if there are less than 40 eligible class members (the “Settlement”), and the hearing (the “Settlement Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Settlement Agreement dated February 19, 2026, by and between Class Representative Allyson Ward (“Class Representative”), on behalf of herself and the Class (as defined below), on the one hand, and Defendants Darren Indyke and Richard Kahn (collectively, “Defendants”), on the other hand.² Darren Indyke was Jeffrey Epstein’s attorney and is a co-executor of the Epstein Estate. Richard Kahn was Epstein’s accountant and is a co-executor of the Epstein Estate. The Epstein Estate is also a party to this Settlement. You may be a Class Member eligible to receive compensation related to the Settlement.

¹ If you previously settled as part of the Epstein Victims’ Compensation Program or settled a claim with the Epstein Estate privately, then you are ineligible to participate in this Settlement.

² The Settlement Agreement can be viewed and/or downloaded at www.SDNYSettlementFund2026.com. All capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement. To the extent there is any conflict between the definitions of capitalized terms in this Notice and the Settlement Agreement, the definition in the Settlement Agreement controls. A copy of the Settlement Agreement is available by contacting the Fund Administrator or visiting www.SDNYSettlementFund2026.com.

HOW DO I KNOW IF I AM A CLASS MEMBER?

You are a “Class Member” if you were abused or trafficked by Jeffrey Epstein (“Epstein”) and/or his associates during the period between January 1, 1995 to August 10, 2019, including, but not limited to, as set forth below:

- (1) You were a girl under the age of 18 and engaged in sexual contact with Epstein and/or a person associated with Epstein, and you received money or something else of value in exchange for engaging in that sexual contact (even if you perceived the sexual contact to be consensual);
- (2) You were a woman aged 18 or older, and Epstein and/or a person associated with Epstein forced, coerced, or defrauded you into engaging in sexual contact by, for example, using physical force, threatening serious harm or legal action against you or someone else, making you a false promise, or causing you to believe that not engaging in sexual contact would result in serious harm to you or someone else, and you received money or something else of value in exchange for engaging in that sexual contact; or
- (3) You were a girl or woman of any age and Epstein and/or a person associated with Epstein engaged in sexual contact with you without your consent (even if you perceived the sexual contact to be consensual if you were under the age of 18 at the time of that contact).

As set forth in the Settlement Agreement, anyone who timely and validly requests exclusion (i.e., opts out) pursuant to the requirements described on page 7 below is ineligible to participate in the Settlement.

PLEASE NOTE: You may apply for payment pursuant to this Settlement by timely completing a Questionnaire and Release and the required supporting documentation as set forth therein, submitted online no later than **May 12, 2026 11:59PM EDT** or mailed to the Fund Administrator **so as to be postmarked no later than May 12, 2026**. The Questionnaire and Release will be reviewed by the Fund Administrator to determine whether you are an Eligible Class Member.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A QUESTIONNAIRE AND RELEASE	In order to be eligible to receive payment from the Settlement as an Eligible Class Member, you must submit a Questionnaire and Release to the Fund Administrator. Questionnaires and Releases must be received through a secure, dedicated online portal no later than May 12, 2026 11:59PM EDT or mailed so as to be postmarked no later than May 12, 2026 by mailing the Questionnaire and Release and any supporting documentation to the Fund Administrator.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION	If you choose to exclude yourself from the Settlement, then you will get no payment. This is the only option that potentially allows you to ever be part of any other lawsuit against any of the Defendants or any other Released Defendant Parties about the legal claims being resolved by this Settlement. Should you elect to exclude yourself from the Class, you should understand that Defendants and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose. Notices to opt-out of this Settlement must be in the form of a signed letter, mailed to the Fund Administrator via First-Class Mail, and postmarked no later than April 13, 2026.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION	Write to the Court about why you object to the Settlement. Objections must be received on or before August 26, 2026.
GO TO THE HEARING ON SEPTEMBER 16, 2026, AND FILE A NOTICE OF INTENTION TO APPEAR	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received no later than August 26, 2026. If you submit a written objection, you may (but you do not have to) attend the hearing.
DO NOTHING	As a Class Member, you are not required to apply for an allocation from the Settlement. You may instead choose to do nothing, and you will not receive any payment. You will, however, still be a Class Member, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Defendant Party about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

SUMMARY OF THIS NOTICE

Description of the Litigation and the Class

This Notice relates to a proposed settlement of claims in a pending class action brought by victims of Epstein's sex trafficking venture alleging, among other things, that Defendants violated the Trafficking Victims Protection Act ("TVPA") and state law by facilitating Epstein's sex-trafficking scheme. A more detailed description of the Litigation is set forth on pages 3-4 below. The proposed Settlement, if approved by the Court, will settle claims of the Class, as defined on page 4 below. The proposed Settlement releases any potential claims you may have against Defendants, as well as any claims you may have against Epstein or his Estate.

Statement of Class Recovery

Pursuant to the Settlement described herein, a \$35 million settlement fund will be established, if there are 40 or more Eligible Class Members, or \$25 million, if there are less than 40 Eligible Class Members (the "Global Settlement Amount"). The Global Settlement Amount, together with any interest earned thereon, will be deposited into a "Qualified Settlement Account." The amount in the Qualified Settlement Account, less (a) any taxes, (b) any Notice and Administration Expenses, including a reasonable litigation reserve, and (c) any attorneys' fees and litigation costs, charges, and expenses (including any award to the Class Representative of her costs and expenses in representing the Class) awarded by the Court, is the "Net Settlement Fund." The Net Settlement Fund will be distributed to Eligible Class Members in accordance with a plan of allocation that is approved by the Court. The proposed plan of allocation (the "Plan of Allocation") is set forth on page 5 below. Distribution under the plan will vary based on each Eligible Class Member's responses on the Questionnaire and Release. A Class Member's actual recovery will be determined by the information provided to the Class Administrator. See Plan of Allocation set forth and discussed at page 5 below for more information on the calculation of your claim.

Statement of Potential Outcome of Case

The Parties disagree on both liability and damages and do not agree on the amount of damages, if any, that would be recoverable if the Class prevailed on each claim alleged. Defendants deny that they are liable to the Class and deny that the Class has suffered any injury or damages as a result of Defendants' conduct. The issues on which the parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Class under the TVPA, or state law; (2) whether Defendants have valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount of damages (if at all) suffered during the Class Period; (4) the extent to which (if at all) Defendants aided, abetted, or facilitated battery; (5) the extent to which (if at all) Defendants' engaged in intentional infliction of emotional distress; and (6) the extent to which (if at all) Defendants were negligent.

Statement of Attorneys' Fees and Expenses Sought

Boies Schiller Flexner LLP ("BSF") as Class Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty percent (30%) of the Global Settlement Amount, plus costs, charges, and expenses not to exceed \$1,000,000.00, plus interest earned on both amounts at the same rate as earned by the Qualified Settlement Account. Since being named Class Counsel, BSF has expended considerable time and effort in the prosecution of this Litigation on a wholly contingent basis and has advanced the expenses of the Litigation in the expectation that if it was successful in obtaining a recovery for the Class it would be paid from such recovery.

Further Information

For further information regarding the Litigation or this Notice or to review the Settlement Agreement, please contact the Fund Administrator at (212) 641-0800, or visit the website www.SDNYSettlementFund2026.com.

You may also contact a representative of counsel for the Class: Sigrid McCawley or Andrew Villacastin at Boies Schiller Flexner LLP: 55 Hudson Yards, New York, New York 10001; (212) 446-2300; epsteinsettlement@bsfillp.com.

Please Do Not Call the Court or Defendants with Questions About the Settlement.

WHAT IS THIS LAWSUIT ABOUT?

THE ALLEGATIONS

The Litigation is currently pending before the Honorable Arun Subramanian in the United States District Court for the Southern District of New York. The initial complaint in this action was filed on February 16, 2024, and a Corrected Amended Complaint was filed on September 3, 2025.

Class Representative's Corrected Amended Complaint for Violations of the TVPA and Negligence (the "Amended Complaint") alleges that Defendants violated §§ 1591(a)(1), (2); 1591(d); 1594(c); and 1595 of the TVPA, and New York state law. More specifically, the Class Representative alleges that throughout the Class Period, Defendants Indyke and Kahn facilitated Epstein's sex-trafficking venture by providing him legal and accounting services. Additionally, Class Representative alleges Defendants helped Epstein avoid regulatory scrutiny and criminal prosecution, so that Defendants could profit from Epstein. Class Representative alleges that Defendants' conduct damaged victims of Epstein's sex trafficking venture.

Defendants deny all of Class Representative's claims, allegations, and contentions of fault, liability, wrongdoing, and damages.

THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO CLASS REPRESENTATIVE OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS LITIGATION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

PROCEDURAL HISTORY

On April 8, 2024, Defendants moved to dismiss the Complaint. The Court granted in part and denied in part the motion on August 5, 2024. Plaintiff filed the Corrected Amended Complaint on September 3, 2025. Defendants answered the Corrected Amended Complaint on September 22, 2025.

On October 28, 2025, the Settling Parties participated in a confidential mediation with Simone K. Lelchuk, an experienced mediator with significant experience handling sexual misconduct and abuse claims. The mediation was preceded by the submission of mediation statements by the Settling Parties. The Settling Parties engaged in good-faith negotiations and reached a Settlement on December 19, 2025. The Settling Parties agreed to settle the Litigation in return for a cash payment of \$35 million, if there are 40 or more Eligible Class Members, or \$25 million, if there are less than 40 Eligible Class Members, for the benefit of the Class, subject to the negotiation of the terms of a Settlement Agreement and approval by the Court. The Settlement Agreement (together with the Exhibits thereto) reflects the final and binding agreement, and a compromise of all matters that are in dispute, between the Settling Parties.

HOW DO I KNOW IF I AM A CLASS MEMBER?

If you were abused or trafficked by Epstein and/or his associates during the period between January 1, 1995 and August 10, 2019, inclusive, whether you were a minor or adult at the time of their abuse or trafficking, and have not previously executed a settlement that included a release of the Epstein Estate, (unless you are the Named Plaintiff who, in this Litigation, did not voluntarily dismiss her claims), and you are not otherwise excluded, you are a Class Member. As set forth in the Settlement Agreement, excluded from the Class is: any Person who timely and validly requests exclusion pursuant to the requirements described on page 7 below.

PLEASE NOTE: Receipt of this Notice means that you have been deemed a Class Member. That does not mean that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of additional proceeds from the Settlement, you are required to submit a Questionnaire and Release that is being distributed with this Notice and the required supporting documentation as set forth therein, submitted online no later than **May 12, 2026 11:59PM EDT** or **mail your completed and signed Questionnaire and Release and any supporting documentation to the Fund Administrator so as to be postmarked by no later than May 12, 2026.**

WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

The Settlement, if approved, will result in the creation of a cash settlement fund of \$35 million, if there are 40 or more Eligible Class Members, or \$25 million, if there are less than 40 Eligible Class Members. This fund, plus accrued interest and minus the costs of this Notice and all costs associated with the administration of the Settlement, as well as attorneys' fees and expenses, as approved by the Court, will be distributed to Eligible Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

WHAT IS THE PROPOSED PLAN OF ALLOCATION?

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Eligible Class Members based on their respective alleged economic losses resulting from the TVPA and negligence violations alleged in the Litigation.

The Fund Administrator shall determine an Eligible Class Member's assigned settlement amount (the "Allocated Amount") from the Net Settlement Amount.

In determining an Allocated Amount, the Fund Administrator and/or her designees shall consider the following:

- a. Questionnaire and Release: As discussed above, a Class Member who wishes to qualify as an Eligible Class Member shall submit a Questionnaire and Release. The Questionnaire and Release shall be submitted to the Fund Administrator within an agreed-upon timeframe. All Questionnaires and Releases and all other submissions by Class Members to the Fund Administrator shall be signed by the Class Members under penalty of perjury.
- b. Factors: Following receipt of a Class Member's Questionnaire and Release, in order to determine their Allocated Amount, the Fund Administrator shall consider the following information: documentary and non-documentary support for the alleged abuse or trafficking; the circumstances, severity, type, and extent of the alleged abuse or trafficking; the nature and duration of the relationship with Epstein; the impact, harm, and consequences of the alleged conduct on a Class Member; time spent assisting the preparation or prosecution of the Litigation; participation in civil litigation; and any other factors the Fund Administrator deems relevant.
- c. Documentation: Class Members shall submit such other supporting documents or material, if any, to the Fund Administrator as the Fund Administrator may request within an agreed upon timeframe.
- d. Fund Administrator's Determination: For the avoidance of doubt, should the Fund Administrator have concerns as to the accuracy of a Class Member's Questionnaire and Release answers, allegations, or any other information submitted, the Fund Administrator may seek additional information from Class Counsel and/or Defendants' Counsel, and Class Counsel and/or Defendants' Counsel will make such response as they believe appropriate. Should the Fund Administrator then find that the Class Member's allegations lack credibility, the Fund Administrator shall take that finding into consideration in making her allocation and, if appropriate, shall deny such individual any allocation of the Net Settlement Amount. The Fund Administrator's determination with respect to eligibility shall be final and not subject to review, reconsideration, or appeal.
- e. Meeting: Class Members may request a meeting with the Fund Administrator and in certain instances, the Fund may request a meeting (by video or in person) with any Class Member. Meetings are not mandatory. These meetings will be conducted in person in NYC or via Zoom and will be scheduled at a mutually convenient time.
- f. Timing: The Fund Administrator shall provide in writing to Class Counsel and counsel for Defendants, simultaneously and in a manner that ensures confidentiality, the Allocated Amounts for all Eligible Class Members within a date to be agreed upon by the Parties.

**DO I NEED TO CONTACT CLASS COUNSEL IN ORDER TO PARTICIPATE IN
DISTRIBUTION OF THE SETTLEMENT FUND?**

No. If you have received this Notice and timely submit your Questionnaire and Release, you do not need to contact Class Counsel. If your address changes, please contact the Fund Administrator at:

Simone Lechuk
Resolution Services LLC
c/o FREJKA PLLC
415 East 52nd Street | Suite 3
New York, New York 10022
Email: Claims@SDNYSettlementFund2026.com

THERE WILL BE NO PAYMENTS IF THE SETTLEMENT AGREEMENT IS TERMINATED

The Settlement Agreement may be terminated under several circumstances outlined in it. If the Settlement Agreement is terminated, the Litigation will proceed as if the Settlement Agreement had not been entered into.

WHAT ARE THE REASONS FOR SETTLEMENT?

The Settlement was reached after contested motion practice directed to the sufficiency of the allegations supporting Class Representative's claims. The parties also completed a substantial portion of document, deposition, and expert discovery. Nevertheless, the Court has not reached any final decisions in connection with Class Representative's claims against Defendants. Instead, Class Representative and Defendants have agreed to the Settlement, which was reached with the substantial assistance of a highly respected mediator. In reaching the Settlement, the parties have avoided the cost, delay, and uncertainty of further litigation, including trial.

Class Representative's principal reason for entering into the Settlement is the benefit provided to the Class now, without further risk or the delays inherent in continued litigation. As in any litigation, Class Representative and the Class would face an uncertain outcome if they did not agree to the Settlement. If Class Representative succeeded at summary judgment or at trial, Defendants would likely file appeals that would postpone final resolution of the case. Continuation of the Litigation against Defendants could result in a judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the Settlement.

Class Representative and Class Counsel believe that this Settlement is fair and reasonable to the Class Members. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Class will receive a certain and immediate monetary recovery. Additionally, Class Counsel believes that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay, and uncertainty of continued litigation, are a very favorable result for the Class.

Defendants are entering into this Settlement to avoid the burden, inconvenience, and expense associated with continuing the Litigation, and the uncertainty and risks inherent in such Litigation. Defendants have denied and continue to deny each and all of the claims and contentions alleged by Class Representative in the Litigation. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Defendants also have denied and continue to deny, among other things, the allegations that Class Representative or the Class has suffered any damage, or that Class Representative or the Class was harmed by the conduct alleged in the Litigation. Defendants have determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in the Settlement Agreement.

WHO REPRESENTS THE CLASS?

The following attorneys are counsel for the Class:

Sigrid McCawley
Andrew Villacastin
BOIES SCHILLER FLEXNER LLP
55 Hudson Yards
New York, NY 10001
Telephone: (212) 446-2300
Email: epsteinsettlement@bsflp.com

If you have any questions about the Litigation, or the Settlement, you are entitled to consult with Class Counsel by contacting counsel at the phone number and/or email listed above.

You may obtain a copy of the Settlement Agreement or Questionnaire and Release online at www.SDNYSettlementFund2026.com.

HOW WILL THE CLASS REPRESENTATIVE'S LAWYERS BE PAID?

BSF, as Class Counsel, will file a motion for an award of attorneys' fees, costs, and expenses that will be considered at the Settlement Hearing. Class Counsel will apply for an attorneys' fee award in an amount not to exceed thirty percent (30%) of the Global Settlement Amount, plus payment of their costs, charges, and expenses incurred in connection with this Litigation in an amount not to exceed \$1,000,000.00, plus interest earned on both amounts at the same rate as earned in the Qualified Settlement Account. Such sums as may be approved by the Court will be paid from the Qualified Settlement Account. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and costs, charges, and expenses requested will be the only payment to Class Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. The fees requested will compensate Class Counsel for their work in achieving the Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested. Class Counsel shall not share any amount of attorneys' fees, costs, or expenses awarded to them with any other firm or individual.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

Yes. If you do not want to receive a payment from this Settlement, or you want to keep the right to sue or continue to sue Defendants or the Epstein Estate on your own about the legal issues in this case, then you must take steps to exclude yourself from, or "opt-out" of, the Class. If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

To exclude yourself from the Class, you must send a signed letter by First-Class Mail saying that you want to be excluded from the Class in the following Litigation: *Ward v. Indyke, et. al.*, No. 1:24-CV-01204 (AS). Be sure to include your name, address, telephone number. Your exclusion request must be postmarked **no later than April 13, 2026** and sent to the Fund Administrator at:

Simone Lechuk
Resolution Services LLC
c/o FREJKA PLLC
415 East 52nd Street | Suite 3
New York, New York 10022

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

Questions? Visit www.SDNYSettlementFund2026.com or call (212) 641-0800

CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE REQUESTED PAYMENT OF COSTS AND EXPENSES AND/OR THE PLAN OF ALLOCATION?

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs, charges, and expenses, and/or the Plan of Allocation. In order for any objection to be considered, you must file a written statement, accompanied by proof of Class membership, with the Court and send a copy to Class Counsel and Defendants' Counsel, at the addresses listed below **by no later than August 26, 2026**. The Court's address is: Hon. Arun Subramanian, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007; Class Counsel's address is: Boies Schiller Flexner LLP, 401 E. Las Olas Blvd, Suite 1200, Fort Lauderdale, FL 33316, c/o Sigrid McCawley; the addresses for Defendants' Counsel are: (1) Patterson Belknap Webb & Tyler LLP, 1133 Avenue of the Americas, New York, NY 10036, c/o Daniel Ruzumna; and (2) Hughes Hubbard & Reed LLP, One Battery Park Plaza, 17th Floor, New York, NY 10004. You may attend the Settlement Hearing, and you may ask to speak to present any objections you have, but attendance at the Settlement Hearing is not necessary; however, persons wishing to be heard orally at the Settlement Hearing are required to indicate in their written objection their intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any, they intend to introduce into evidence.

WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?

If you are a Class Member and you do not exclude yourself from the Class, you may receive the benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon approval by the Court.

HOW CAN I GET A PAYMENT?

You must timely complete and return the Questionnaire and Release that accompanies this Notice. A Questionnaire and Release is enclosed with this Notice and may be downloaded at www.SDNYSettlementFund2026.com. Read the instructions carefully; fill out the Questionnaire and Release; electronically sign it; and submit it online so that it is **received online no later than May 12, 2026 11:59 PM EDT or, if submitting by mail, postmarked by no later than May 12, 2026**. If you do not submit a timely Questionnaire and Release with the required information, you will not receive a payment from the Net Settlement Fund; however, unless you expressly exclude yourself from the Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them. If you are unable to submit a Questionnaire and Release online, please contact the Fund Administrator through her counsel at efrejka@frejka.com

WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes final pursuant to the terms of the Settlement Agreement, all Class Members who have not submitted valid and timely requests to be excluded from the Settlement shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all of the Released Defendant Parties from all Released Claims, as set forth fully in ¶¶ 5.1-5.3 of the Settlement Agreement.

- “Released Plaintiffs’ Claims” means any and all claims, rights and causes of action against Released Defendants of every nature and description, duties, obligations, demands, actions, matters, debts, sums of money, suits, contracts, agreements, promises, issues, judgments, losses, damages and liabilities, including both known and Unknown Claims, whether fixed or contingent, mature or not mature, accrued or unaccrued, liquidated or unliquidated, concealed or hidden, suspected or unsuspected, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, even if revived at some later date, whether class, representative, and/or individual in nature, that the Released Plaintiff Parties (a) asserted in the Litigation against the Released Defendant Parties, (b) could have asserted in the Litigation against the Released Defendant Parties, or (c) could have asserted in any other action or forum against the Released Defendant Parties. “Released Plaintiffs’ Claims” does not include: (i) any claims of any Person who or which submits a request for exclusion that is accepted by the Court; or (ii) claims to enforce the Settlement.
- “Related Parties” means any Person’s predecessors, successors, parent corporations, sister corporations, past, present, or future subsidiaries, affiliates, principals, assigns, assignors, legatees, devisees, executors,

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administrators, estates, heirs, spouses, receivers and trustees, settlors, beneficiaries, members, equity holders, officers, directors, partners, managers, employees, servants, agents, partners, insurers, reinsurers, representatives, attorneys, legal representatives, and successors-in-interest, solely in their capacities as such.

- “Released Defendant Parties” means Darren K. Indyke and Richard D. Kahn, in all capacities, including as Co-Executors of the Estate of Jeffrey E. Epstein and as Co-Trustees of The 1953 Trust; Jeffrey Epstein and the Epstein Estate; The 1953 Trust and other trusts for which Epstein was the settlor or grantor; any entities owned or controlled in whole or part by Epstein or the Epstein Estate (the “Epstein Entities”); Epstein’s and the Epstein Entities’ respective current and former principals, officers, directors, stockholders, managers, members, partners, limited partners, trustees, administrators, agents, employees, private investigators, attorneys, accountants, law firms, accounting firms, predecessors, successors, assigns and affiliates; and, to the extent not otherwise covered and for the avoidance of doubt, HBRK Associates Inc., Coatue Enterprises, LLC, Darren K. Indyke, PLLC, Birchtree BR, LLC, the Indyke Law Firm, PLLC, Harlequin Dane, LLC, Michelle’s Transportation, LLC, New York Strategy Group, LLC, Defendants’ Counsel, and any of their Related Parties. For avoidance of doubt, the Released Defendant Parties expressly do not include corporations or businesses that Mr. Epstein (or an entity he controlled) did not hold more than a 25% ownership interest at any time during his life other than the corporations or businesses specifically listed above; banks, financial institutions, credit facilities, or private equity firms; educational institutions or entities; non-profit institutions that Mr. Epstein did not found; or public institutions or government entities. Nothing contained in this Settlement Agreement shall constitute a release of any Class Member’s claims against any natural person who sexually abused them.
- “Released Plaintiff Parties” means each and every Class Member, Eligible Class Member, Settlement Class Representative, Named Plaintiff, Class Counsel, and each of their Related Parties. Released Plaintiff Parties do not include any Person who or which would otherwise be a Class Member but who properly excludes themselves by filing a valid and timely request for exclusion.
- “Unknown Claims” means (a) any and all Released Plaintiffs’ Claims against only Released Defendant Parties which any of the Released Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, even if such claims were later revived, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement; and (b) any and all Released Defendants’ Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of Released Plaintiff Parties, even if such claims were later revived, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of Released Plaintiff Parties. With respect to (a) any and all Released Plaintiffs’ Claims, and (b) any and all Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly waive, and each Released Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties shall expressly waive, and each Released Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. The Released Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it or they now know or believe to be true with respect to the subject matter of the Released Claims, but (a) the Released Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Released Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and, upon the Effective Date, and by operation of the Judgment, shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiffs’ Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not

concealed or hidden or later revived, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants' Claims against Released Plaintiff Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden or later revived, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties acknowledge, and the Released Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

THE SETTLEMENT HEARING

The Court will hold a Settlement Hearing on **September 16, 2026**, at 2:00 p.m., before the Honorable Arun Subramanian at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, for the purpose of determining whether: (1) the Settlement as set forth in the Settlement Agreement should be approved by the Court as fair, reasonable, and adequate; (2) Judgment as provided under the Settlement Agreement should be entered; (3) to award Class Counsel's fees, costs, and expenses out of the Settlement Fund and, if so, in what amount; and (4) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement Hearing, or hold it via telephone or video conference, without further notice to Members of the Class.

To determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court's docket and the settlement website, www.SDNYSettlementFund2026.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date and time of the hearing or updates regarding in-person, telephonic or video conference appearances at the hearing, including access information, will be posted to the website.

Any Class Member may appear at the Settlement Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard unless his, her, or their objection is made in writing and is filed together with proof of membership in the Class and with copies of all other papers and briefs to be submitted by him, her, or it to the Court at the Settlement Hearing with the Court no later than **August 26, 2026**, and with proof of service on the following counsel:

Attorneys for Class Representative and the Class	Attorneys for Defendant Richard Kahn	Attorneys for Defendant Darren Indyke
Sigrid McCawley Boies Schiller Flexner LLP 55 Hudson Yards New York, NY 10001	Daniel Ruzumna Patterson Belknap Webb & Tyler LLP 1133 Avenue of the Americas New York, NY 10036	Marc Alan Weinstein Hughes Hubbard & Reed LLP One Battery Park Plaza New York, NY 10004

Unless otherwise directed by the Court, any Class Member who does not make his, her, or their objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection shall be barred.

If you hire an attorney (at your own expense) to represent you for purposes of objecting, your attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the address set out above) by no later than **August 26, 2026**.

INJUNCTION

The Court has issued an order enjoining all Class Members from instituting, commencing, maintaining, or prosecuting any action in any court or tribunal that asserts Released Claims against any Released Defendant Parties, pending final determination by the Court of whether the Settlement should be approved.

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Litigation may be examined and copied during regular office hours, and subject to customary fees, at the Clerk of the United States District Court for the Southern District of New York. For a fee, all papers filed in this Litigation are available at www.pacer.gov. In addition, all Settlement documents, including the Settlement Agreement, this Notice, the Questionnaire and Release and proposed Judgment may be obtained by visiting www.SDNYSettlementFund2026.com or by contacting the Fund Administrator at:

Simone Lechuk
Resolution Services LLC
c/o FREJKA PLLC
415 East 52nd Street | Suite 3
New York, New York 10022
Email: Claims@SDNYSettlementFund2026.com

DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION

DATED: MARCH 13, 2026

BY ORDER OF THE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK