

# Exhibit 4

to the

**DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION *IN LIMINE* NO. 24:  
TO EXCLUDE ARGUMENT OR EVIDENCE OF ILLEGALLY RECORDED AUDIO  
OF TERRY BOLLEA AND ANY EVIDENCE DERIVED THEREFROM**

Sweeney, Sara [redacted]

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**From:** Shearn, Jason R. [redacted]  
**Sent:** Tuesday, November 06, 2012 3:35 PM  
**To:** Sweeney, Sara [redacted] (FBI)  
**Subject:** FW: Settlement Notes

b6 -1, 2, 3, 4  
b7C -1, 2, 3, 4

SA Jason R. Shearn  
Tampa Division, Pinellas RA  
Office [redacted]

**From:** Kristy Rosser [redacted]  
**Sent:** Tuesday, November 06, 2012 2:20 PM  
**To:** Shearn, Jason R.  
**Subject:** FW: Settlement Notes

Jason: DRH asked I get this to you as well - Kc

**From:** Keith Davidson [redacted]  
**Sent:** Friday, November 02, 2012 12:22 PM  
**To:** Kristy Rosser  
**Subject:** Settlement Notes

David,

Please allow this correspondence to confirm that we have agreed to settle our dispute as follows:

- \$300K total payments. (Fifty percent due upon execution; 25% on 9 month anniversary of execution and 25% on 16 month anniversary of execution)
- Complete release of any and all claims known and unknown
- confidentiality
- mutual non-disparagement

In case of breach by my client:

- disgorgement of profits
- return of money already paid
- cessation of money to be paid
- reps & warranties re source of footage
- disclosure of identified individuals who have knowledge of and/or were shown footage
- disclosure if any of any other persons who are/were known to possess footage if anyone

In case of breach by either party:

- confidential binding arbitration in either NV or CA under American Arbitration Assoc or JAMS

Your client will be provided with a detailed outline of the footage. He will be awarded an opportunity to authenticate the footage at the closing. If the footage fails to substantially match the outline & he is not the person actually filmed, deal is off.

I hope your client avoids the expense & aggravation of a polygraph. However, if he opts for one, he pays for the exam and travel of myself and my client to the exam.

I will work on the release this weekend.

Deal must close within 30 days.