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A LIMITED LIABILITY PARTNERSHIP

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June 11, 2009

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Sent by E-mail and U.S. Mail
Katherine W. Ezell, Esq.
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25 West Flagler Street, Suite 800
Miami, FL 33130

Re: **Epstein Matter**

Dear Kathy:

As you know I spoke with Bob on June 5 regarding the topic that you raised in your June 8, 2009 letter. I have never been in the "attorneys' fee" loop, and other than having seen some correspondence and/or reference to same, I do not know all of the correspondence/e-mails or verbal exchanges that may have occurred. So, I cannot comment with 10% certainty; but did generally want to respond.

Quite frankly, I was shocked that Bob Josefsberg wanted attorneys' fees relating to [REDACTED]. That issue was never discussed with me at anytime from late March up until I paid the settlement amount to you by hand delivery in my office sometime ago. In exchange for the check, Mr. Epstein received a full release which you gave to me. You are Ms. [REDACTED] lawyers, and I would have expected some discussions to have taken place if your office was seeking additional monies over and above those paid to completely resolve the case which you never did with me or anyone in my office.

I am familiar that your firm has requested over \$400,000.00 in fees for representation of various individuals on the list. I also know that \$163,000 plus has been paid. In that no fees were requested on behalf of Ms. [REDACTED] at any time to my office, I can only assume that you and your firm considered yourself fully paid from the monies which you have thus far received.

I do understand that Judge Davis was chosen to be the special master to select an attorney representative for the alleged victims. I am obviously aware that Bob was selected as that attorney rep. I am not in a position to comment on your unilaterally imposed deadline as to what was or was not agreed between or among the USAO and

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Mr. Epstein's attorney. I am unaware that Mr. Epstein waived any rights with regard to Bob's role or the payment of fee issue.

It seems absurd to me that the attorney rep (whoever that would have been) would have been allowed to prepare their entire case, or a significant portion of it, and expect Mr. Epstein to pay the bill prior to making a demand. That clearly falls well outside of the spirit or the intent of the NPA as I read it.

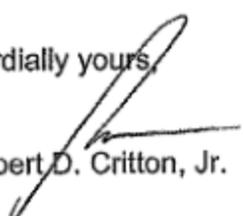
I do know Roy Black offered each of your clients, on behalf of Mr. Epstein, \$50,000. It is my understanding he got a blanket, "no takers", to that offer. I then did receive a call shortly thereafter from Bob Josefsberg who said that [REDACTED] was willing to settle for \$50,000.

From a practical standpoint, what kind of fees would you have expected to receive from [REDACTED] based on what Mr. Epstein has paid to date? The same question would be true with regard to Ms. [REDACTED] who was previously offered \$50,000 and she rejected that amount. The fact that she now comes back and says, "Please make me an offer", does not necessarily entitle her to any attorneys' fees.

With regard to your remedies' section, I have been advised that a special master, other than Judge Davis, is the mechanism for resolving any fee disputes. So, in fact that may be the best way to handle a fee dispute, as distinct from purported entitlement to fees. I need to consider that aspect.

I do not necessarily agree that your clients are third-party beneficiaries of the NPA and the addendum. So that you don't claim some additional waiver, let me be clear, I also do not believe your equitable estoppel theory is valid.

Cordially yours,


Robert D. Critton, Jr.

RDC/clz

cc: Jack Goldberger, Esq.

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