

JONATHAN B. COLE (70460)
DAVID A. MYERS (140181)
NEMECEK & COLE
A Professional Corporation
15260 Ventura Boulevard, Suite 920
Sherman Oaks, California 91403-5344
Tel. [REDACTED] / Fax [REDACTED]

Attorneys for Plaintiff SITRICK AND COMPANY,
a division of SITRICK BRINCKO GROUP, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

SITRICK AND COMPANY, a division of
SITRICK BRINCKO GROUP, LLC

Plaintiff,

-vs-

JEFFREY EPSTEIN, an individual; and DOES
1 through 20, inclusive,

Defendants.

Case No. BC502448

**BRIEF SUMMARY OF CASE
SUPPORTING DEFAULT JUDGMENT**

[C.R.C. 3.1800(a)(1)]

PARTIES

Plaintiff: Sitrick and Company, a division of Sitrick Brincko Group, LLC

Defendant: Jeffrey Epstein

BRIEF SUMMARY OF THE CASE

Plaintiff Sitrick and Company ("Plaintiff") entered into a written contract with defendant Jeffrey Epstein ("Defendant") to provide advice and public relations services (Exhibit A).¹ These services were sought by the Defendant in order to counteract negative media and public attention regarding alleged improper sexual relations with a minor. Defendant also entered into an oral

¹All Exhibits referenced herein are attached to the concurrently filed Declaration of Michael S. Sitrick in Support of the Application for Default Judgment (the "Declaration").

1 contract with Plaintiff to provide consulting advice and public relations services to assist Defendant's
2 attorneys attempting to counteract other negative media attention. This arose from a photograph of
3 Prince Andrew and the Defendant walking in Central Park published in news articles in the United
4 Kingdom and the United States titled, "The Prince and the Pedophile," "Duchess of York Got Loan
5 From Wealthy US Pedophile," "Meet Manhattan's Raunchy New Odd Couple – The Prince and the
6 Pervert." As set forth in Plaintiff's June 8, 2011 invoice (last invoice behind Exhibit B), Plaintiff
7 owed Defendant a total of \$103,517.82 for Defendant's professional services. Defendant has never
8 paid what he owes to Plaintiff.

9 Defendants breached both their written and oral contracts with Plaintiff. As a result, Plaintiff
10 is entitled to Judgment against the Defendant in the sum of \$103,517.82 plus interest, attorneys fees,
11 and cost of suit. Pursuant to the written contract, Plaintiff's is also entitled to pre-judgment interest at
12 the rate of ten percent (10%) through the date of entry of judgment and thereafter until the judgment is
13 satisfied. In addition, because the contract contains a provision for the prevailing party to recover its
14 attorneys fees, Plaintiff is entitled to recover its attorneys' fees in pursuing this matter (Exhibit A,
15 paragraph 9).

16 On March 7, 2013 Plaintiff filed this action in the Los Angeles Superior Court, LASC Case
17 No. BC502448, against Defendant for Breach of Contract, Breach of Oral Contract, Common
18 Counts, Account Stated, Open Book Account and Quantum Meruit. Plaintiff filed a First Amended
19 Complaint filed on April 8, 2013.

20 After serving Defendant with the Summons and Complaint, and never receiving any response,
21 Plaintiff filed a Request for Entry of Default. Default was entered by the Clerk of the Court on July
22 12, 2013. Plaintiff now requests the Court enter a default judgment against the Defendant. The total
23 amount of the Judgment should be \$151,579.78. This includes:

- 24 ● Compensatory damages of \$103,517.82 (the amount of the unpaid invoices for
25 services Plaintiffs rendered for Defendant which have never been paid);
- 26 ● Pre-judgment interest of \$23,450.01 (the calculation used for determining the total
27 amount of interest is set forth in the Declaration at par. no. 5);
- 28 ● Attorney's fees of \$23,797.00;

NEMECEK & COLE
A PROFESSIONAL CORPORATION
15260 VENTURA BOULEVARD, SUITE 920, SHERMAN OAKS, CALIFORNIA 91403-5344
TELEPHONE (818) 788-9500 FACSIMILE (818) 501-0328

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• Costs of \$814.95.

Dated: August 28, 2013

NEMECEK & COLE

By: David A. Myers
JONATHAN B. COLE
DAVID A. MYERS
Attorneys for Plaintiff
SITRICK AND COMPANY,
a division of SITRICK BRINCKO GROUP, LLC

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 15260 Ventura Blvd., Suite 920, Sherman Oaks, CA 91403.

On August 28, 2013, I served the document described as **BRIEF SUMMARY OF CASE SUPPORTING DEFAULT JUDGMENT** upon the interested parties in this action in sealed envelopes addressed as follows:

Jeffrey Epstein
358 El Brillo Way
Palm Beach, FL 33480

X (By Mail) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Sherman Oaks, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after day of deposit for mailing contained in affidavit.

— (By Overnight Delivery) I deposited this document in the box or other facility located at 15260 Ventura Blvd., Suite 920, Sherman Oaks, CA 91403 regularly maintained by Overnite Express, in an envelope designated by Overnite Express with delivery fees paid or provided for, addressed to the persons on whom it is to be served, for guaranteed next business day delivery.

— (By Facsimile Transmission) I caused the foregoing document to be served by facsimile transmission to each of the interested parties at the facsimile machine telecopy number shown above.

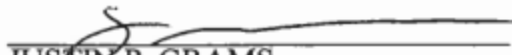
— (By Electronic Service (to individual persons)) By electronically transmitting the document(s) listed above to the e-mail address(es) of the person(s) set forth on the attached service list from fkoljan@nemecek-cole.com. To my knowledge, the transmission was reported as complete and without error. *See, California Rules of Court, Rule 2060.*

— (By Personal Service) I served such envelope by hand to the offices of the addressee(s).

Executed on August 28, 2013, at Sherman Oaks, California.

X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

— (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


JUSTIN P. GRAMS

JONATHAN B. COLE (70460)
DAVID A. MYERS (140181)
NEMECEK & COLE
A Professional Corporation
15260 Ventura Boulevard, Suite 920
Sherman Oaks, California 91403-5344
Tel. [REDACTED] / Fax [REDACTED]

Attorneys for Plaintiff SITRICK AND COMPANY,
a division of SITRICK BRINCKO GROUP, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

SITRICK AND COMPANY, a division of
SITRICK BRINCKO GROUP, LLC

Plaintiff,

-vs-

JEFFREY EPSTEIN, an individual; and
DOES 1 through 20, inclusive,

Defendants.

Case No. BC502448

**DECLARATION OF MICHAEL S.
SITRICK IN SUPPORT OF
APPLICATION FOR DEFAULT
JUDGMENT**

[C.C.P. §585(d); C.R.C. §1800(a)(2)]

I, Michael S. Sitrick, declare and state as follows:

1. I am the Chairman and CEO of Sitrick and Company ("Plaintiff") in this action. I submit this declaration in support of the accompanying Application for Default Judgment, etc., against Mr. Jeffrey Epstein ("Defendant"). I have personal knowledge of the facts stated herein, and could and would testify competently thereto if sworn as a witness.

2. Sitrick and Company is a strategic communications company focusing on corporate, financial, transactional and crisis communications. On or about November 4, 2005, the Defendant entered into a written contract (the "Contract") with Plaintiff to provide advice and public relations regarding allegations that Defendant had improper sexual relations with a fourteen-year-old girl whom he hired to perform a massage. The Contract provides that it may be terminated with 30 days written notice by either party. The Contract was never terminated. A true and correct copy of the Contract is attached hereto as Exhibit A.

1 3. On or about March 11, 2011, Defendant also entered into an oral contract with
2 Plaintiff (the "Oral Contract") to provide consulting advice and public relations services to assist with
3 his various attorneys to help counteract negative media attention. This arose from a photograph of
4 Prince Andrew and the Defendant walking in Central Park published in news articles in the United
5 Kingdom and the United States titled: "The Prince and the Pedophile," "Duchess of York Got Loan
6 From Wealthy US Pedophile," "Meet Manhattan's Raunchy New Odd Couple – The Prince and the
7 Pervert."

8 4. Plaintiff sent monthly invoices to Defendant showing the amount owed Plaintiff for
9 Defendant's services and requesting payment. True and correct copies of the invoices are attached
10 hereto as Exhibit B. The amount of the outstanding balance totals \$103,517.82 as shown on the June
11 8, 2011 invoice contained therein. Defendant has failed to pay Plaintiff for these services. Pursuant
12 to the terms of said Contract and the Oral Contract, and as a result of Defendant's failure to pay,
13 Plaintiff has been damaged in the sum of \$103,517.82, together with interest thereon from the dates
14 the amounts in each invoice began accruing interest.

15 5. Payment on each invoice was due within twenty (20) days of receipt of each bill
16 (Exhibit A, paragraph 2). The Contract provides that interest began accruing ten (10) days after
17 payment was due (Exhibit A, paragraph 9). A true and correct copy of the first invoice dated April 7,
18 2011 in the amount of \$71,319.07 is attached behind Exhibit B. Interest on that amount began
19 accruing on May 7, 2011. A true and correct copy of the second invoice dated May 3, 2011 in the
20 amount of \$28,171.25 is attached behind Exhibit B. Interest on that amount began accruing on June
21 2, 2011. A true and correct copy of the third invoice dated June 8, 2011 in the amount of \$4,027.50 is
22 attached behind Exhibit B. Interest on that amount began accruing on July 8, 2011. According to
23 the Contract, interest accrues at ten percent per annum (Exhibit A, paragraph 9). As such, accrued
24 interest on the invoices of Exhibit B at 10% based upon when interest on each began to accrue totals
25 \$23,450.01 thru August 21, 2013.

26 6. The Contract also provides that the prevailing party in any action to enforce the
27 Contract shall be entitled to recovery of attorneys' fees (Exhibit A, paragraph 9). In seeking to
28 enforce the Contract and the Oral Contract, and related proceedings such as prosecution of this matter,

1 Plaintiff has incurred \$23,797.00 in attorneys' fees through August 15, 2013.

2 7. Plaintiff has also incurred costs. Some of these costs include: court filing fee of
3 \$435.00 on 3/7/13; service fee of \$159.95 on 5/10/13; and service fee of \$220.00 on 6/6/13. These
4 costs total \$814.95.

5 8. The total of the above sums, including \$103,517.82 (amount owed for professional
6 services), plus \$23,450.01 (interest), plus \$23,797 in attorneys' fees, plus \$814.95 (costs) equals
7 \$151,579.78.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct.

10 Executed this 26 day of August 2013, at Los Angeles, California.

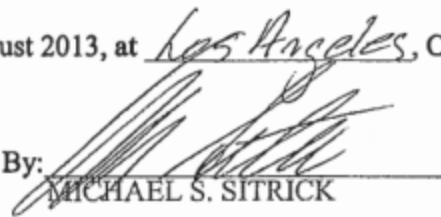
11
12 By: 
13 MICHAEL S. SITRICK

EXHIBIT “A”

SITRICK AND COMPANY INC.
LOS ANGELES • NEW YORKJH
Cspstein

November 4, 2005

Roy Black, Esq.
Black, Srebnick, Komsan & Stumpf
201 S. Biscayne Bl., #1300
Miami, FL 33131

Dear Roy:

This letter, when accepted by you below on behalf of Jeffrey Epstein (the "Client") and accepted by Black, Srebnick, Komsan & Stumpf ("Attorney"), will constitute the agreement with respect to the engagement of Sitrick And Company Inc., a California corporation ("Sitrick") as corporate communications advisor, specialist and non-designated expert consultant, with respect to any legal issues Attorney is handling for Client on the following terms and conditions:

1. The Client and Attorney, effective as of October 21, 2005, have retained Sitrick to provide advice and public relations services in connection with legal issues it is handling.
2. Sitrick will waive its customary non-refundable retainer of \$60,000 as a minimum, annual fee. In lieu thereof, Company shall pay Sitrick a non-refundable retainer of \$30,000 as a minimum, annual fee. Sitrick's time charges will be billed against the retainer at the hourly rate range of \$165 to \$650 depending on the person performing the services; paraprofessional/assistant time is billed at \$55.00 per hour. When the retainer has been applied against time charges, additional time charges in any year will be billed as incurred and are payable within twenty days after receipt. Charges are computed on a portal-to-portal basis for any travel time for meetings held outside of Sitrick's offices. Time is billed by Sitrick in increments of one-quarter of an hour.

In addition, we customarily request a "success fee" if we believe we have performed services for a client which result in significant benefits to the client beyond those we believe a normal public relations firm could achieve. Obviously, we would sit down and discuss any such proposed fee with you if we believe it is warranted, as such fee would be subject to your approval.

Please review our bills each month upon receipt. If you have any questions, please feel free to call. However, unless you make some protest to Sitrick in writing within twenty days of receipt of the bill, it will be presumed you have no objections to it and agree to the reasonableness of the bill.

3. The Client shall reimburse Sitrick within twenty days of invoice date for any and all out of pocket costs and expenses incurred by Sitrick in connection with its engagement



SITTRICK AND COMPANY INC.
LOS ANGELES - NEW YORK

November 4, 2005

hereunder, including without limitation, travel costs, production costs, long distance and photocopy charges, and other out-of-pocket costs and expenses. Reimbursable costs are not applied against the retainer and will be billed monthly by Sitrick.

4. Sitrick acknowledges that its services being provided pursuant to this letter agreement are for the benefit of Client and that Attorney, as Client's counsel, shall not be responsible for any fees, costs or expenses incurred in connection with Sitrick's services.
5. Sitrick And Company's engagement hereunder may be terminated by either party on 30 days prior written notice. All provisions of this letter relating to the payment of fees and expenses and indemnification will survive any termination of the engagement by either party. All the provisions of this letter contained in paragraphs 4, 5, 6 and 7 will survive for a period of two years following the date of any termination of the engagement by either party.
6. In the event any employee of Sitrick, at any time is required or requested to participate or provide testimony, documents or other evidence in any action, arbitration or other proceeding relating, directly or indirectly, to our engagement, whether or not our engagement has been terminated, the Client shall pay Sitrick for the time spent in preparing for and providing such participation or testimony, at Sitrick's then standard billing rates, and for any costs and expenses, including attorneys fees, incurred in connection therewith.
7. Client agrees to indemnify and hold harmless Sitrick, its shareholders, officers, directors, employees and agents (each such entity or person being referred to as an "Indemnified Person") from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) which any Indemnified Person may be subject to or incur in connection with the services rendered by Sitrick to Client and/or Attorney. This paragraph shall not apply to any such losses, claims, damages, liabilities, costs or expenses of any Indemnified Person that are judicially determined to have resulted from Sitrick's or such other Indemnified Person's gross negligence or willful misconduct.
8. Each of the parties hereto agrees to keep this letter agreement, and the terms and conditions hereof, including billing statements and time sheets, strictly confidential, except only as may be necessary to enforce this letter. All communications, correspondence, instruments and writings between Sitrick and Attorney shall be deemed to constitute attorney work-product and otherwise protected by the attorney-client privilege. Each of the parties agrees not to solicit for employment, nor employ, any employee of the other during the pending of Sitrick's engagement and for a period of two years thereafter.
9. Any sums not paid to Sitrick pursuant to this agreement within ten days when due shall bear interest at the rate of ten percent per annum. If action be commenced to enforce any

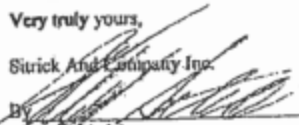
SITRICK AND COMPANY INC.
LOS ANGELES • NEW YORK

November 4, 2005

provision of this letter agreement, the prevailing party shall be entitled to reasonable attorney fees. Any controversy, claim or dispute relating to this letter agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association pursuant to an arbitration conducted in Los Angeles County, California. Judgment upon such arbitration may be entered in any court having jurisdiction thereof. This letter agreement shall be interpreted and enforced in accordance with the substantive laws of the State of California applicable to contracts made and to be performed therein.

Very truly yours,

Sitrick And Company Inc.

By 
Michael Sitrick
Chairman and Chief Executive Officer

Agreed to and accepted this

7th day of November

"Attorney"

Counsel to Client

By Scott Kornspan, as Managing
Partner of Black, Siebman, Kornspan & Stanger, P.A.



SITRICK AND COMPANY INC.
LOS ANGELES • NEW YORK

November 4, 2005

Roy Black, Esq.
Black, Srebnick, Komspan & Stumpf
201 S. Biscayne Bl., #1300
Miami, FL 33131

Re: Jeffrey Epstein

INVOICE

Retainer for the period beginning:

October 21, 2005.....\$30,000.00

Refundable Expense advance.....\$5,000.00

TOTAL DUE.....\$35,000.00

Please wire transfer funds to:

CITY NATIONAL BANK
CREDIT ACCOUNT OF: SITRICK AND COMPANY
ABA ROUTING NO. [REDACTED]
CREDIT ACCOUNT NO. [REDACTED]
ATTN: DAVE NATHAN

or

Please make check payable to:

SITRICK AND COMPANY INC.
[REDACTED]
[REDACTED]

EXHIBIT “B”

SITRICK AND COMPANY

A Unit of Sitrick Brincko Group, LLC

A Subsidiary of Resources Global Professionals

April 07, 2011

Invoice submitted to:

Jeffrey Epstein

via email: [REDACTED]

CC: Jay Lefkowitz, P.C., Kirkland & Ellis LLP

601 Lexington Ave

New York, NY 1022-4611

In Reference To: Jeffrey Epstein

Professional services and expenses through: 3/26/2011

Professional fees

\$70,255.00

Expenses *

\$1,064.07

Amount

Current professional fees and expenses

\$71,319.07

Balance due

\$71,319.07

*Expenses may reflect charges from a prior period as well as the current period

Terms: Due upon presentation

Please Remit Payment

Wire funds to:

SITRICK BRINCKO GROUP, LLC

City National Bank

ABA# [REDACTED]

Credit A/C [REDACTED]

Attn.: Dave Nathan

Send checks to:

SITRICK BRINCKO GROUP, LLC

File 1102

1801 W. Olympic Blvd

Pasadena, CA

91109-1102

Federal Tax ID [REDACTED]

1840 Century Park East, Suite 800, Los Angeles, CA 90067

Tel [REDACTED]

Fax [REDACTED]

EFTA00313253

SITRICK AND COMPANY

EPSTEIN, JEFFREY

Invoice through: 3/26/2011

Page 2

Professional Summary

Name	Hours	Rate	Amount
MICHAEL S. SITRICK	55.75	895.00	\$49,896.25
TAMARA TAYLOR	0.50	550.00	\$275.00
THOMAS S. MULLIGAN	11.50	595.00	\$6,842.50
TONY KNIGHT	20.00	595.00	\$11,900.00
JEAN S. TRINH	6.50	185.00	\$1,202.50
LIZA C. NEDELMAN	0.75	185.00	\$138.75

Professional Services

	Hours	Amount
3/7/2011 MSS Discussions with Jeffrey and Martin; review various materials; discussion with Today Show producer; draft and revise statements; strategy development with team and T. Knight.	5.00	
TK Planning and strategy with MSS; internet research on coverage of the Prince Andrew stories; directing efforts of J. Trinh on collecting clips, and review of some of the clips; review of prior records from 2007 and report to MSS; review of V. Roberts police records; confer with J. Trinh.	3.25	
TSM Confer with T. Knight about starting early on Tuesday morning to field calls from British media; review media and other background to prepare.	1.00	
JST Discussion with T. Knight re: clip searches.	0.25	
3/8/2011 MSS Various discussions and emails with reporters, Jeffrey, Jay Lefkowitz, follow up re: same; confer throughout the day with T. Knight and T. Mulligan.	6.25	
TK Early morning follow ups with journalists in the U.K. regarding the Prince Andrew story and provide the statement; directing efforts of Sitrick executive T. Mulligan in NY office re follows with UK journalists; planning and strategy with MSS; read and respond to emails from MSS regarding news coverage and his communications with client and attorneys; review of second day coverage and locating The Mail inaccurate story about phone logs.	3.75	
TSM Review media, incl clip from NBCs Today Show; follow up with media, sending statement and fielding interview requests throughout morning from two reporters at Mail on Sunday, two others at Telegraph; confer on same throughout day with T. Knight, MSS.	4.50	
JST Research US and UK clips on Epstein and Prince Andrew; email to T. Knight.	1.50	
3/9/2011 MSS Review and respond to email throughout the day, phone conferences, work on strategy, discussions with Jeffrey, lawyers; review various materials; discussion with defamation attorneys, PR affiliate in London; follow up re: same.	7.00	

1840 Century Park East, Suite 800, Los Angeles, CA 90067

Tel [REDACTED]

Fax [REDACTED]

EFTA00313254

SITRICK AND COMPANY

EPSTEIN, JEFFREY

Invoice through: 3/26/2011

Page 3

		<u>Hours</u>	<u>Amount</u>
3/9/2011 TK	Read and respond to emails from client and attorneys; planning with MSS and comments to him on various versions of the statement; continued review of coverage; confer with T. Mulligan.	2.00	
TSM	Review Mail story; confer with T. Knight, MSS re: next steps; take interview request from J. Swaine, Telegraph, and forward to T. Knight and MSS.	1.50	
3/10/2011 MSS	Review and respond to emails; phone discussions throughout the day and into the night from media, Jeffrey, lawyers, defamation lawyers in US and UK; strategy development.	7.25	
TK	Review of coverage; planning with T. Mulligan and discussion of The Daily Mail coverage and recent request for answers; briefing MSS and forwarding Daily Mail message to client and attorneys; phone call with A. Wolfe of Newsweek, fact checking, draft fact check questions for MSS and client.	2.75	
TSM	Review media; field interview request from London Times reporter K. Mansey; take call from and exchange follow up email with S. Churcher, investigative reporter for Mail on Sunday, regarding supposed FBI investigation surrounding prominent friends of J. Epstein; discuss request with T. Knight, MSS.	3.50	
JST	Research clips on Epstein and Prince Andrew for T. Knight.	1.00	
3/11/2011 MSS	Review and respond to various emails; draft script for video; strategy discussions with T. Taylor and T. Knight.	4.75	
TK	Review of coverage and report to MSS; responding to U.K. media calls; review strategy memos from MSS.	1.75	
TSM	Review media; compile media contacts to date and exchange with T. Knight.	0.50	
TT	Discuss media strategy, possible video with MSS.	0.50	
JST	Review coverage on Epstein for bylines; research US and UK media contacts for T. Knight; research News of the World story.	2.25	
LCN	Assisted J. Trinh on compiling media list per T. Knight	0.75	
3/12/2011 MSS	Various discussions with Paul Tweed, Jeffrey Epstein; work on strategy; review documents and news clips; follow up re: same; review and respond to email.	4.75	
3/13/2011 MSS	Review and respond to email re: Daily Mail, strategy and Fergie; work on letter to Telegraph; email to Paul Tweed, Jeffrey; follow up re: same.	4.75	

1840 Century Park East, Suite 800, Los Angeles, CA 90067

Tel [REDACTED]

Fax [REDACTED]

EFTA00313255

SITRICK AND COMPANY

EPSTEIN, JEFFREY

Invoice through: 3/26/2011

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		<u>Hours</u>	<u>Amount</u>
3/14/2011	MSS Review and respond to email re: Telegraph, Sunday Mail; discussion with Mark Bolland in UK; email to and from Paul on letter; review various clips, email to and from Jeffrey; work on media strategy with T. Knight.	6.75	
	TK Review of coverage and forwarding key clips to MSS; planning media strategy with MSS.	1.75	
	JST Research UK and US media contacts for T. Knight.	0.50	
3/15/2011	MSS Discussions and email with Mark Bolland; draft letter to Mail; review and respond various emails with Jeffrey; calls to Marty Weinberg and Jay Lefkowitz; work on statement for Fergie; review various materials, work on ongoing strategy, review op-eds and other approaches; strategy discussion T. Knight.	6.00	
	TK Review of media coverage and forward key clips to MSS; strategy meeting with MSS; drafting strategy memo proposal and send to MSS.	2.50	
3/16/2011	MSS Review and respond to emails including from Paul Tweed.	0.50	
3/17/2011	MSS Review and respond to email from Paul Tweed, revise suggested statement for Fergie; review materials.	1.50	
	TK Review coverage; phone conversation with Kate Mansey of Sunday Times; review of recent Mansey stories; report to MSS.	1.50	
	JST Research Kate Mansey clips in the Times for T. Knight; research media contacts for list.	0.50	
3/18/2011	TSM Field call from A. Witheridge, Mail on Sunday, re: J. Epstein colleagues [REDACTED], S. Cowles.	0.50	
3/23/2011	TK Review on going coverage in Miami Business Review and UK print and report to MSS.	0.75	
	JST Research most recent clips on Prince Andrew and Epstein; email to T. Knight.	0.50	
3/24/2011	MSS Respond to email from Jeffrey, draft note on media strategy, calls to Jeffrey and Paul Tweed.	1.25	
Total time charges		95.00	\$70,255.00

1840 Century Park East, Suite 800, Los Angeles, CA 90067

Tel [REDACTED]

Fax [REDACTED]

EFTA00313256

SITRICK AND COMPANY

EPSTEIN, JEFFREY

Invoice through: 3/26/2011

Page 5

Summary of out-of-pocket expenses

	<u>Amount</u>
ON-LINE RESEARCH	873.00
TELEPHONE	<u>191.07</u>
Total out-of-pocket expenses	\$1,064.07

1840 Century Park East, Suite 800, Los Angeles, CA 90067
Tel [REDACTED] Fax [REDACTED]

EFTA00313257

SITRICK AND COMPANY

A Unit of Sitrick Brincko Group, LLC
A Subsidiary of Resources Global Professionals

May 03, 2011

Invoice submitted to:

Jeffrey Epstein
via email: [REDACTED]
CC: Jay Lefkowitz, P.C., Kirkland & Ellis LLP
601 Lexington Ave
New York, NY 1022-4611

In Reference To: Jeffrey Epstein

Professional services and expenses through: 4/23/2011

Professional fees	\$23,171.25	
Expenses *	\$5,000.00	
		<u>Amount</u>
Current professional fees and expenses		\$28,171.25
Previous balance		\$71,319.07
Balance due		<u>\$99,490.32</u>

*Expenses may reflect charges from a prior period as well as the current period

Terms: Due upon presentation

Please Remit Payment

Wire funds to:

SITRICK BRINCKO GROUP, LLC
City National Bank
ABA# [REDACTED]
Credit A/C [REDACTED]
Attn.: Dave Nathan

Send checks to:

SITRICK BRINCKO GROUP, LLC
File 1102
1801 W. Olympic Blvd
Pasadena, CA
91109-1102

Federal Tax ID [REDACTED]

1840 Century Park East, Suite 800, Los Angeles, CA 90067
Tel [REDACTED] Fax [REDACTED]

EFTA00313258

SITRICK AND COMPANY

EPSTEIN, JEFFREY

Invoice through: 4/23/2011

Page 2

Professional Summary			
Name	Hours	Rate	Amount
MICHAEL S. SITRICK	13.75	895.00	\$12,306.25
TONY KNIGHT	8.25	595.00	\$4,908.75
BRIAN D. GLICKLICH	2.00	550.00	\$1,100.00
AARON CURTISS	9.25	525.00	\$4,856.25

Professional Services

		Hours	Amount
3/28/2011	MSS Review, respond and send various emails.	0.75	
	TK Email to attorneys requesting information, read and respond to emails from MSS; respond to client emails.	0.50	
3/31/2011	MSS Review and respond to emails re: op-eds; review materials/back up documents for op-ed.	0.75	
	TK Briefing A. Curtiss on op-ed project, marshaling backup documents for A.Curtiss; emails with MSS.	1.00	
4/1/2011	TK Further discussion of strategic approach to op-ed with A. Curtiss; review first draft of op-ed.	0.50	
	AC Research media coverage and court history of case; draft and edit op-ed response; confer with T. Knight r:e same.	7.00	
4/3/2011	MSS Discussion with Roy Black.	0.50	
4/4/2011	MSS Review Newsweek/Daily Beast article, discussions with reporter, call to editor, draft note for Roy Black to review, discussion with T. Knight.	3.75	
	TK Multiple phone calls and emails with MSS regarding correction of story posted to The Daily Beast; review of story, draft correction request; phone calls to reporter A. Wolfe, emails with R. Black and J. Perzcek at Black's office.	2.25	
	AC Review and assess DailyBeast article; confer with T. Knight re: changes to op-ed.	1.00	
4/5/2011	MSS Review materials; review and comment on op-ed; email to Paul Tweed.	2.00	
	TK Op-ed strategy with A. Curtiss.	0.25	
	AC Confer with T. Knight re: facts of case and status of op-ed.	0.25	

1840 Century Park East, Suite 800, Los Angeles, CA 90067
 Tel [REDACTED] Fax [REDACTED]

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SITRICK AND COMPANY

EPSTEIN, JEFFREY

Invoice through: 4/23/2011

Page 3

		<u>Hours</u>	<u>Amount</u>
4/6/2011	MSS Review various materials; review and edit op-ed; work on digital strategy; review and edit memo on same; discussion with Roy Black.	4.75	
	TK Planning and strategy with MSS; conference call with MSS and R. Black; review of older Epstein case news clips and revisions to op-ed and further edits to it after MSS edits; review of strategic digital media proposal.	2.50	
	BDG Call and email with MSS, draft best practices memo.	2.00	
	AC Confer with T. Knight re: op-ed; review edits and changes to same.	0.75	
4/7/2011	MSS Strategy discussions with T. Knight re: op-ed placement.	0.25	
	TK Planning and strategy with MSS; discussion of op-ed placement; further review of old files for more on Ashley D.; review email from R. Black.	1.25	
	AC Confer with T. Knight re: op-ed and plea documents.	0.25	
4/19/2011	MSS Email from Roy Black and his partners re: media inquiry; call reporter at Roy's request (DBR), participate in interview with reporter and Roy, review and respond to email re: same.	1.00	
Total time charges		33.25	\$23,171.25
Summary of out-of-pocket expenses			
OTHER			5,000.00
Total out-of-pocket expenses			\$5,000.00

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SITRICK AND COMPANY

A Unit of Sitrick Brincko Group, LLC

A Subsidiary of Resources Global Professionals

June 08, 2011

Invoice submitted to:

Jeffrey Epstein

via email: [REDACTED]

CC: Jay Lefkowitz, P.C., Kirkland & Ellis LLP

601 Lexington Ave

New York, NY 1022-4611

In Reference To: Jeffrey Epstein

Professional services and expenses through: 5/28/2011

Professional fees

\$4,027.50

Expenses *

\$0.00

Previous balance

Amount

\$99,490.32

Balance due

\$103,517.82

*Expenses may reflect charges from a prior period as well as the current period

Terms: Due upon presentation

Please Remit Payment

Wire funds to:

SITRICK BRINCKO GROUP, LLC

City National Bank

ABA# [REDACTED]

Credit A/C [REDACTED]

Attn.: Dave Nathan

Send checks to:

SITRICK BRINCKO GROUP, LLC

File 1102

1801 W. Olympic Blvd

Pasadena, CA

91109-1102

Federal Tax ID [REDACTED]

1840 Century Park East, Suite 800, Los Angeles, CA 90067

Tel [REDACTED]

Fax [REDACTED]

EFTA00313261

SITRICK AND COMPANY

EPSTEIN, JEFFREY

Invoice through: 5/28/2011

Page 2

Name	Professional Summary	Hours	Rate	Amount
MICHAEL S. SITRICK		4.50	895.00	\$4,027.50

Professional Services

		Hours	Amount
4/29/2011 MSS	Review and respond to email, meeting with Paul Tweed, work on letter from D of Y.	2.50	
4/30/2011 MSS	Review and respond to email from Jeffrey, Paul; work on letter from D-O-Y; follow up re: same.	2.00	
Total time charges		4.50	\$4,027.50

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EFTA00313262

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 15260 Ventura Blvd., Suite 920, Sherman Oaks, CA 91403.

On August 28, 2013, I served the document described as **DECLARATION OF MICHAEL S. SITRICK IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT** upon the interested parties in this action in sealed envelopes addressed as follows:

Jeffrey Epstein
358 El Brillo Way
Palm Beach, FL 33480

X (By Mail) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Sherman Oaks, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after day of deposit for mailing contained in affidavit.

— (By Overnight Delivery) I deposited this document in the box or other facility located at 15260 Ventura Blvd., Suite 920, Sherman Oaks, CA 91403 regularly maintained by Overnite Express, in an envelope designated by Overnite Express with delivery fees paid or provided for, addressed to the persons on whom it is to be served, for guaranteed next business day delivery.

— (By Facsimile Transmission) I caused the foregoing document to be served by facsimile transmission to each of the interested parties at the facsimile machine telecopy number shown above.

— (By Electronic Service (to individual persons)) By electronically transmitting the document(s) listed above to the e-mail address(es) of the person(s) set forth on the attached service list from fkoljan@nemecek-cole.com. To my knowledge, the transmission was reported as complete and without error. *See, California Rules of Court, Rule 2060.*

— (By Personal Service) I served such envelope by hand to the offices of the addressee(s).

Executed on August 28, 2013, at Sherman Oaks, California.

X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

— (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


JUSTIN P. GRAMS