

(Ezell - Draft 12/2/09))

(RDC Changes 1-18-10)

**AGREEMENT FOR SPECIAL MASTER
TO DETERMINE AMOUNT OF ATTORNEYS' FEES AND COSTS**

This Agreement is made this _____ day of _____, 2010, by and between the "First Party," Jeffrey Epstein ("Epstein"), by and through his attorneys, Burman, Critton, Luttier & Coleman, LLP, and the "Second Party," defined as the attorney representative, Robert C. Josefsberg of the law firm of Podhurst Orseck, P.A. ("Podhurst Orseck").

WHEREAS, there exists an agreement between the United States Attorney's Office ("USAO") and Epstein known as the Non-Prosecution Agreement (the "NPA") (Composite Exhibit "A"). The NPA provides for the appointment of an attorney representative to potentially represent various individuals who were identified and listed by the USAO as victims who might pursue claims against Epstein. This list of victims' names was referenced in and contemplated by the NPA. Pursuant to paragraph 7 of the NPA, the USAO provided this list to Epstein's counsel after Epstein signed the NPA and was sentenced on June 30, 2008. Attached is a copy of the listing of the individuals (identified by initials) who thus far have chosen to be represented by Robert C. Josefsberg (Exhibit "B").

WHEREAS, Robert C. Josefsberg of the law firm of Podhurst Orseck, P.A. was appointed as the attorney representative on or about September 2008 by the Honorable Edward B. Davis. Robert C. Josefsberg, as lead counsel, began performing his responsibilities immediately thereafter, and, as a result, Podhurst Orseck has incurred attorneys' fees and costs.

WHEREAS, Epstein has an obligation to pay fees and costs to the attorney representative pursuant to the NPA. Some of the attorney representative's bills for fees and costs relating to the representation of the designated victims have been submitted for payment to Epstein through his

counsel, and \$526,466.15 of these fees and costs have been paid by Epstein.

WHEREAS, Podhurst Orseck and Epstein disagree as to the amount of fees and costs due and owing and whether certain fees and costs (paid to date and other amounts not paid) are Epstein's responsibility based upon the NPA, correspondence that was exchanged between the USAO, Epstein, the attorney representative, and others, and negotiations between the parties.

WHEREAS, the Parties have jointly agreed to select a Special Master to make a determination with regard to issues associated with past, present, and future disputes (unless a court has that jurisdiction) relating to the amount of attorneys' fees and costs due the attorney representative. The Parties agree that this Agreement and special master process are pursuant to the NPA.

The Parties therefore agree as follows:

1. A Special Master shall be jointly selected by the Parties. The Special Master shall be:
 - a. an individual not from or practicing his/her profession in the State of Florida.
 - b. A forensic accountant with sufficient qualifications and experience with legal billing/charges and legal issues to conduct the hearing/proceeding as set forth in paragraph 2 below.
2. The Special Master shall conduct hearings and/or proceedings, receive documents, and/or resolve issues (s)he deems necessary and pertinent to the determination of the amount of attorneys' fees and costs due and owing Podhurst Orseck by Epstein, pursuant to the NPA, including monies paid in the past, present, and future (unless a court has that jurisdiction). The Special Master's decision shall be written in the form of an order with specific findings re: rates and hours.
3. No Party is required to present expert testimony, but, if expert testimony is presented,

- it shall be considered by the Special Master as it would be in federal court.
4. The Parties may provide legal memoranda, exhibits, expert witnesses, and any other evidence to support their respective positions.
 5. Florida Statutes § 682.08 – 682.20 of Chapter 682 shall be applicable to these proceedings. Venue for any dispute involving interpretation or enforcement pursuant to this Agreement shall be Palm Beach County.
 6. The Federal Rules of Evidence shall govern any proceeding(s). The proceeding(s) shall be deemed confidential (subject only to any appeal), and subject to Rules 408 and 410 of the Federal Rules of Evidence and all other applicable rules.
 7. The decisions made by the Special Master shall be final and binding on these Parties, subject only to appellate rights set forth in Fla. Stats. in paragraph 4 above. Any order(s) issued by the Special Master awarding fees and costs shall be paid by Epstein within twenty (20) days of the issuance of the order(s) subject to the provisions of Fla. Stats. set forth in paragraph 4.
 8. The Special Master shall be paid his/her hourly rate upon submission of his/her bills to counsel for all work, including preparation, research, hearings, and orders, as well as any out-of-pocket expenses. The Special Master's fees and costs shall be apportioned based upon the amount sought and awarded, e.g., if Podhurst Orseck is awarded "X" percent of the amount sought, Epstein shall be responsible for "X" percent of the Special Master's bill.
 9. No Party shall be entitled to attorneys fees or costs associated with preparation for or the hearing on fees and costs.

First Party:

JEFFREY EPSTEIN

Date:

By: _____

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Second Party:

By: _____

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