

Podhurst Orseck

TRIAL & APPELLATE LAWYERS

Aaron S. Podhurst
Robert C. Josefsberg
Joel D. Eaton
Steven C. Marks
Victor M. Diaz, Jr.
Katherine W. Ezell
Stephen F. Rosenthal
Ricardo M. Martínez-Cid
Ramon A. Rasco
Alexander T. Rundlet
John Gravante, III
Carolina Maharbiz

Robert Orseck (1934-1978)

Walter H. Beckham, Jr.
Karen Podhurst Dern
Of Counsel

March 12, 2010

VIA E-MAIL AND FACSIMILE

Robert Critton, Esq.
Burman, Critton, Luttier & Coleman
303 Banyan Blvd., Suite 400
West Palm Beach, FL 33401

Re: Jeffrey Epstein - Issue that Arose At Today's Meeting
Our File No.: 30608

Dear Bob and Michael:

At today's meeting Jeffery Epstein raised an issue of my breaking my word. In response I am attaching a copy of your letter of October 19, 2009. Since my integrity appears to be at issue, I would appreciate your showing this letter to your client, Jeffrey Epstein.

Very truly yours,


Robert C. Josefsberg

RCJ/bp
Enclosure

cc: J. Michael Burman, Esq.

deliver / fax + email
Copies to
Podhurst -
Mc4) -
Burman
& Critton

J. MICHAEL BURMAN, P.A.^{1,2}
GREGORY W. COLEMAN, P.A.
ROBERT D. CRITTON, JR., P.A.¹
BERNARD A. LEBEDEKER
MARK T. LUTTIER, P.A.
JEFFREY C. PEPIN
MICHAEL J. PIKE
HEATHER MCNAMARA RUDA
DAVID A. YAREMA

¹FLORIDA BOARD CERTIFIED CIVIL TRIAL LAWYER
²ADMITTED TO PRACTICE IN FLORIDA AND COLORADO

October 19, 2009

ADELQUI J. BENAVENTE
PARALEGAL/INVESTIGATOR
JESSICA CADWELL
BOBBIE M. MCKENNA
ASHLIE STOKEN-BARING
BETTY STOKES
PARALEGALS
RITA H. BUDNYK
OF COUNSEL
EDWARD M. RICCI
SPECIAL CONSUMER
JUSTICE COUNSEL

Sent by E-Mail Only

Robert Josefsberg, Esq.
Podhurst Orseck, P.A.
25 West Flagler Street, Suite 800
Miami, FL 33130

Re: **Settlement Negotiations**

Dear Bob:

As per our discussion on September 25th followed by your e-mail and my e-mail, we are resolving Jane Doe 101, Jane Doe 102 and all of your other clients, except for [REDACTED]

We have also agreed as part of the above settlement to certain additional terms, although it will not be in any of the settlement documents in that the releases and/or settlement agreements are specific to the individuals.

We agreed that you would join us (agree that the court has jurisdiction to consider the action, but not necessarily concede Jeffrey Epstein is correct as to points which might be plead) in any declaratory action that is filed. These issues may include:

1. Which version (year) of §2255 is applicable based on the facts alleged; whether the minimum amount of damages under §2255 is \$50,000 versus \$150,000; whether multiple predicate acts can be plead; whether multiple occurrences (violations) can be plead, whether a plaintiff is entitled to only a single recovery; whether Jeffrey Epstein can test the veracity of a plaintiff; and whether Mr. Epstein can assert statutes of limitation as an affirmative defense.

We had also agreed that you would not represent any additional females who are on the list, other than [REDACTED] whom your firm currently represents. In hindsight, this appears to be an unreasonable request, and therefore that is no longer a condition. We expect that you will continue to represent Ms. Hall and may represent other [REDACTED]

October 19, 2009
Page 2

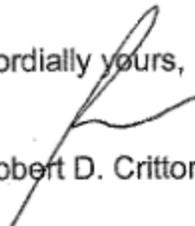
individuals whom you indicated you had previously contacted. We also would agree to a further tolling agreement for Ms. [REDACTED]

We would however expect, that you would not run out and in any way solicit clients

Finally, I would expect that neither you nor any other lawyers or staff would share any details of our negotiations or settlements, agreed?

If the above is acceptable, please confirm in writing in that these terms were part of our overall settlement negotiations and were and are material to resolution.

Cordially yours,


Robert D. Critton, Jr.

RDC/clz

cc: by e-mail

Jack Goldberger, Esq.

Katherine Ezell, Esq.

EFTA00598940