

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

August 6, 2009

Robert D. Critton, Jr., Esq.
Burman Critton Luttier & Coleman
515 N. Flagler Drive, Suite 400
West Palm Beach, FL 33401-2918

Re: Jeffrey Epstein - Tolling Agreement
Our File No.: 30608

Dear Bob:

I received the August 6, 2009, Tolling Agreement and have reviewed and signed same.
Enclosed is the Agreement with my original signature on it.

Very truly yours,



Robert C. Josefsberg

RCJ/bp
Enclosure

TOLLING AGREEMENT

This Tolling Agreement (the "Agreement") is made between Robert D. Critton, Jr. for Jeffrey Epstein (hereinafter "party or parties"), on the one hand, and Robert C. Josefsberg, Esq. for [REDACTED] and [REDACTED] (hereinafter "party or parties"). The effective date of the Agreement is August 6, 2009

Recitals

- A. One or more parties to the Agreement believe that they may have claims against one or more other parties to the Agreement. No party admits or concedes the existence or validity of any such claims. No party admits liability to any other party by entering into the Agreement. The Agreement neither creates nor waives rights or remedies for or against any party to the Agreement.
- B. The Agreement is intended for the sole benefit of the parties and entities that the Agreement expressly identifies and no others. No person or entity that is not a party to the Agreement shall have the right, standing, or authority of the parties to the Agreement to invoke its terms, benefits or obligations without the express written consent of all parties to the agreement.

Terms

- 1. Because the parties to the Agreement agree not to commence legal or equitable proceedings against one another, all time limits for commencing such proceedings shall be tolled until October 15, 2009, at which time this Agreement shall automatically terminate.
- 2. The Agreement shall not revive any claim that is already time-barred on August 6, 2009, the effective date of the Agreement.
- 3. The Agreement shall be deemed to have been drafted by all parties, and shall not be construed against any party on the theory that fewer than all parties drafted the Agreement.
- 4. The Agreement may be extended only on or before the day it is due to terminate, by a writing signed by all parties to the Agreement, which establishes a date certain to which the Agreement shall be extended.
- 5. In any action to enforce the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

6. The attorneys for the parties to the Agreement are authorized to act for the persons and entities that party represents. Execution of the Agreement binds those represented person and entities to the terms of the Agreement.
7. The Agreement is confidential and shall not be disclosed to any person or entity by any parties to the Agreement, or their counsel, except as necessary to establish whether a claim or defense falls within the Agreement.
8. The Agreement may be signed in counterparts, which, when taken together, shall constitute a fully-executed Agreement.
9. The Agreement is the entire agreement among the parties. In executing the Agreement, no party is relying or acting on any promise, inducement, or agreement not expressed in the Agreement.

Dated: _____

Dated: 8/7/09

Robert D. Critton, Jr. for Jeffrey Epstein
(party or parties)

[Handwritten Signature]

Robert C. Josefsberg, (party or parties)
for:



IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

August 6, 2009

CASE NO.: 4D09-2409

and 4D09-3001

■ No. : 502008CA28058XXXXM
BA

and 502008CA028051XXXXMB

E.W.

v.

JEFFREY EPSTEIN

Appellant / Petitioner(s),

Appellee / Respondent(s).

BY ORDER OF THE COURT:

ORDERED that the motion to consolidate filed August 4, 2009, is granted, and the above-styled case numbers are now consolidated.

I HEREBY CERTIFY that the foregoing is a true copy of the original court order.

Served:

Bradley J. Edwards
Robert D. Critton, Jr.

William J. Berger
Jack Alan Goldberger

Jay Howell
Honorable Donald W. Hafele

dl

Marilyn Beuttenmuller
MARILYN BEUTTENMULLER, Clerk
Fourth District Court of Appeal

