

8/18/09

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

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, 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 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 and Addendum ("NPA") (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 the NPA, the USAO provided this list to Epstein's counsel after Epstein was sentenced on June 30, 2008. A copy of this list with the names of the victims redacted, except for their initials, is attached hereto as Composite Exhibit "B."<sup>1</sup>

WHEREAS, Epstein has an obligation to pay fees and costs to the attorney representative pursuant to the NPA. The NPA is being provided to the Special Master, who will execute the required Confidentiality Order (Exhibit "C") upon reviewing it. Thereafter, a copy of the executed Confidentiality Order and this Agreement for Special Master shall be provided immediately to the USAO.

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<sup>1</sup> For ease of reference by the Special Master, the individuals who thus far have chosen to be represented by Robert C. Josefsberg are identified on Exhibit "B" by the highlighting of their initials.

WHEREAS, Robert C. Josefsberg of the law firm 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, 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. A majority of these claimed fees and costs have not 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 are Epstein's responsibility based upon the NPA and correspondence that was exchanged between the USAO, Epstein, and others.

WHEREAS, the Parties have jointly selected Sidney A. Stubbs, Esq. to serve as Special Master to make a binding determination with regard to issues associated with past, present, and future disputes and disagreements (unless a lawsuit has been filed which would result in the court determining any award of fees and costs) relating to the amount of attorneys' fees and costs due the attorney representative.

The Parties therefore agree as follows:

1. Sidney A. Stubbs, Esq. shall serve as Special Master to conduct hearings and/or proceedings, obtain documents, and/or resolve issues 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, in the past, present, and future (unless a lawsuit has been filed which would result in the court determining any award of fees and costs). If the Parties cannot agree, Mr. Stubbs' decision shall be written in the form of an order.

2. No Party is required to present expert testimony. However, if expert testimony is presented, it shall be considered by the Special Master, as it would be in federal court.
3. The Parties may provide legal memoranda, exhibits, expert witnesses, and any other evidence to support their respective positions.
4. The Federal Rules of Evidence shall govern any proceeding(s).
5. The decisions made by Sidney A. Stubbs, Esq. shall be final and binding on these Parties, without the ability of any Party to appeal such decisions. Any order(s) issued by Sidney A. Stubbs, Esq. awarding fees and costs shall be paid by Epstein within twenty (20) days of the issuance of the order(s).
6. Mr. Stubbs shall be paid his hourly rate upon submission of his bills to counsel for all work, including preparation, research, hearings, and orders, as well as any out-of-pocket expenses. Mr. Stubbs' fees and costs shall be apportioned based upon the amount sought and awarded, i.e. if Podhurst Orseck, ■■■ is awarded 75% of the amount sought, Epstein shall be responsible for 75% of Mr. Stubbs' bill.

First Party:

Second Party:

By: \_\_\_\_\_  
Jeffrey Epstein

By: \_\_\_\_\_  
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