



**BURMAN, CRITTON, LUTTIER  
& COLEMAN LLP**

A LIMITED LIABILITY PARTNERSHIP

J. MICHAEL BURMAN, P.A.<sup>1</sup>  
GREGORY W. COLEMAN, P.A.  
ROBERT D. CRITTON, JR., P.A.<sup>1</sup>  
BERNARD LEBEDEKER  
MARK T. LUTTIER, P.A.  
JEFFREY C. PEPIN  
MICHAEL J. PIKE  
HEATHER McNAMARA RUDA

<sup>1</sup> FLORIDA BOARD CERTIFIED  
CIVIL TRIAL LAWYER

ADELQUI J. BENAVENTE  
PARALEGAL / INVESTIGATOR

BARBARA M. McKENNA  
ASHLIE STOKEN-BARING  
BETTY STOKES  
PARALEGALS

RITA H. BUDNYK  
OF COUNSEL

May 8, 2009

**Sent by E-mail Only**

Jeffrey Epstein

Dear Jeffrey:

As per our discussion on April 20, 2009 and as we discussed, I am enclosing a revised fee agreement. The agreement is changed to encompass all matters that have been filed against you, and as well has the "ever green provision" wherein we will keep \$150,000 in our trust account at all times against our final bill. If you would like, I will send you a copy of the Trust Statement each month reflecting the monies being held. That is up to you.

As we also discussed, I expect to be paid within two weeks of sending our bill. You correctly noted that our bills do not necessarily come within the first of every month. If you have questions about the bills, the time spent or any other aspect of the representation, give me a call and we can discuss it and resolve it quickly.

With regard to Lisa, as I advised you, we do have some costs with Lisa being here and therefore as your accountant duly noted, we pay her \$40 and charge her at \$50 rather than \$125 which we otherwise would charge for a paralegal. I use her to reduce costs to you, not as a profit center. I will probably need to keep her working in that all of Jessica's time would be eaten up with filing/indexing. Lisa also does subpoenas for us if she has time.

We have many cases. You said we can have some fun and I agree.

Cordially yours,



Robert D. Critton, Jr.

RDC/dz  
Enclosures

L · A · W · Y · E · R · S

515 N. FLAGLER DRIVE / SUITE 400 / WEST PALM BEACH, FLORIDA 33401

TELEPHONE (561) 842-2820 FAX (561) 844-6929

mail@bcclaw.com

*cc: billing*

EFTA00722088

## **AMENDED REPRESENTATION AGREEMENT**

The law firm of Burman, Critton, Luttier & Coleman, LLP (hereinafter "Firm") will provide multiple representation of Jeffrey Epstein (hereinafter "client" or "you") in the following matter(s) or proceeding(s): cases or threatened lawsuits, claims against Jeffrey Epstein and the Firm and client agree to the following:

### **Retainer Required From Client**

The client shall deposit \$150,000.00 in the Firm's trust account, which amount shall remain in that account and used against final billing. If the bill exceeds the amount, the client shall pay the additional amount and if the bill is less than the amount in trust, the balance shall be returned to the client.

### **Fees for which the Client is Responsible**

As reasonable attorney fees, the client agrees to pay the following sums:

- \$500 per hour for senior partners' time;
- \$300 per hour for senior associates' time;
- \$200-\$250 per hour for junior associates' time;
- \$125 per hour for paralegal and investigator time.

You will be charged for all attorney and paralegal time expended in connection with our representation of you, including but not limited to conferences, telephone calls, discovery, trial preparation, trial, review and drafting of documents, negotiations, research, court time and travel time. As well, you will be charged for any attorney and paralegal time expended to collect any funds, including fees and costs, from any other party.

The hourly rates contained herein are subject to review and increase on an annual basis.

In some instances, the Firm may be entitled to a Court awarded fee. Accordingly, you agree to pay a reasonable attorney fee as determined in accordance with this agreement or as awarded by the Court, whichever is greater.

### **Costs for Which Client is Responsible**

In addition to the fees, it is agreed that you will be responsible for all court costs, investigation expenses, and any other costs or expenses incurred in the preparation and trial of your case. Such costs include, but are not limited to, filing fees, Sheriff's service and any other necessary service of legal papers or notices or subpoenas, court reporters' charges, long distance telephone charges, postage, courier services or Federal Express or UPS when necessary, investigative costs, photocopies, faxes, Westlaw computerized research, travel expenses, and witness fees and expert witness fees and costs. The

necessity of an expert shall be determined at our sole discretion. As well, you will be charged for any costs incurred if necessary to collect any funds, including fees and costs, from any other party.

**Monthly Billing Statement Sent to Client**

The client will be sent an itemized monthly billing statement which will include fees and costs for legal services rendered. The only way that we can provide you with legal services is for you to pay your fees and cost charges in a timely manner after receipt of your monthly billing statement.

Any statement for services which remains outstanding for greater than thirty days from the date it is sent, shall accrue interest at the rate of 1.5% per month as to the outstanding balance.

YOU AGREE TO CAREFULLY READ ALL BILLING STATEMENTS AND PROMPTLY NOTIFY US, IN WRITING, OF ANY CLAIMED ERRORS OR DISCREPANCIES, WITHIN FIFTEEN (15) DAYS FROM THE DATE OF THE STATEMENT. IF WE DO NOT HEAR FROM YOU IN WRITING, IT IS PRESUMED THAT YOU AGREE WITH THE CORRECTNESS, ACCURACY, FAIRNESS, NECESSITY AND REASONABLENESS OF THE BILLING AND SERVICES RENDERED.

**Right to Withdrawal; Fees Earned and Costs Expended Nonrefundable**

In fairness to all our clients, who are current, no lawyer in our office may continue working on a file in the event the previous billing statement has not been paid; and, in this event, we reserve the right to cease legal work and withdraw from the case, and the client hereby consents to said withdrawal. Funds which have been earned for legal services or which have been expended for costs are not refundable.

**Recovery of Settlement, Judgment or Otherwise on Your Behalf**

The Firm may receive money on your behalf from a settlement, judgment or otherwise. In such event, you authorize the Firm to deduct and retain from such monies any balance due the Firm for unpaid attorney fees and costs before disbursing the remainder of such monies to you. You will receive a full accounting, (or a "Closing Statement"), reflecting how the money received by the Firm was applied.

**Recovery of Fees and Costs from Other Party**

In the event the court requires the other party to pay attorney's fees and costs, this will not affect the amount you contract to pay pursuant to this agreement. In the event that money for attorney's fees and costs are actually paid to this firm by the other party, such sums will

first be applied to any amount owed by you and any balance will be reimbursed to you for amounts you previously paid to this firm.

**Legal Action to Collect Unpaid Fees & Costs**

In the event it becomes necessary to take any legal action, including any lien proceedings, to collect fees and costs owed by you to this firm, you are agreeing to be responsible for reasonable attorney's fees and court costs, incurred in collecting same, including appellate fees, and you are also agreeing that Venue and Jurisdiction shall be the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, and the laws of the State of Florida shall apply.

**Entitlement to Charging & Retaining Lien for Unpaid Fees & Costs**

The client agrees that the Firm is entitled to a charging lien for attorney's fees and costs incurred, but not yet paid, by the client relating to any monies or property, real or personal, received through settlement, judgment or otherwise as result of the representation. As well, the client agrees that the Firm is entitled to a retaining lien for fees and costs due and owing in any other matter for which the client has retained the Firm for representation on any monies or property, real or personal, received through settlement, judgment or otherwise. The client further agrees that the Firm is entitled to retain from any such funds or property, reasonable attorney's fees and costs which may be incurred to assert and pursue its charging or retaining lien and to collect on same.

**Right of Either Party to Terminate Agreement**

Either party may terminate this agreement at any time; however, if there are any outstanding fees or costs due this firm as of the date of the desired termination, said balance due shall be paid in full by the undersigned client forthwith. Upon full payment, the file will be transferred to the client or to an attorney of the client's choice.

**Modifications, Amendments, Deletions: Validity**

Any deletions, modifications or amendments to this agreement must be in writing, and dated and signed by the client and the Firm. Deletions or modifications or amendments may be made to the document itself as long as such change is dated and initialed by the client and Firm. The invalidity or unenforceability of any provision or provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

**Miscellaneous**

*Although this agreement may seem lengthy and detailed, experience shows that the lawyer and client relationship is enhanced when there is a clear understanding of the financial arrangements at the beginning of the relationship.*

*You acknowledge by the execution of this agreement that you are aware of the uncertainty concerning the outcome of litigation and that the Firm has made no guarantees in the disposition of any phase of this matter. All expressions relative to this matter are only expressions of the Firm's opinion and are not guarantees.*

\* \* \* \* \*

I understand and agree to the above terms and do hereby employ your services in accordance with said terms.

DATED this 8<sup>TH</sup> day of May, 2009.

\_\_\_\_\_  
Jeffrey Epstein

The employment is accepted in accordance with the above terms.

  
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Robert D. Critton, Jr.  
BURMAN, CRITTON, LUTTIER & COLEMAN, LLP