

8/04/09

**AGREEMENT FOR SPECIAL MASTER
TO DETERMINE ENTITLEMENT AND
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 which is the law firm of Podhurst Orseck, P.A.

WHEREAS, there exists an agreement between the United States and Epstein known as the Non-Prosecution Agreement and Addendum ("NPA") that contains various provisions, some of which will be provided to the Special Master, dealing with the appointment of an attorney representative to potentially represent various individuals who were identified in a separate list (but the list itself is referenced in the NPA) to discuss pursuing claims against Epstein. Pursuant to the relevant portions of the NPA which will be provided to the Special Master, Epstein had an obligation to pay fees and costs under certain circumstances.

WHEREAS, Podhurst Orseck Firm was appointed as the attorney representative on or about October 25, 2007 by the Honorable Edward B. Davis. The Podhurst Orseck Firm, with lead counsel being Robert C. Josefsberg, began undertaking his responsibility shortly thereafter and has incurred attorneys' fees and costs.

WHEREAS, the legal bills, including attorneys' fees and costs, have been submitted for payment to Epstein through his counsel other than Burman, Critton,

Luttier & Coleman, and a portion of the claimed fees and costs have been paid by Epstein. The attorneys' fees and costs incurred relate to a number of individuals.

WHEREAS, the Podhurst Orseck Firm and its clients on the one hand and Epstein, on the other hand, have disagreements regarding what fees and costs are due and owing based upon the NPA agreement and various correspondence that has been exchanged between the United States Attorneys' Office and Epstein and others.

WHEREAS, the parties have agreed on Sidney A. Stubbs, Esq. to serve as a Special Master to make a binding determination with regard to issues associated with past and future disputes/disagreements (unless a filed lawsuit) relating to entitlement and amount of attorneys' fees and costs.

The parties therefore agree as follows:

1. Sidney A. Stubbs, Esq., shall serve as the Special Master to conduct whatever hearings and/or proceedings he deems are necessary, including any discovery requests and/or issues, so as to determine entitlement and amount of attorneys' fees and costs due and owing to the Podhurst Orseck Firm by Epstein, currently and in the future, pursuant to the NPA. If the parties cannot agree, Mr. Stubbs' decision shall be written and in the form of an order.
2. Epstein agrees that Podhurst Orseck, P.A. is entitled to attorneys fees and costs as provided for in the NPA (Section 7A, 7B and 7C). Epstein

however contests entitlement if fees and costs are not provided for in the NPA.

3. If suit has been filed, then any issue relating to fees or costs is to be determined by the presiding judge only.
4. 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 either state or federal court.
5. The parties may provide legal memoranda, exhibits, witness (fact and expert) and any other evidence to support their respective positions.
6. The Florida Rules of Evidence shall govern the proceeding.
7. The decisions made by Sidney A. Stubbs, Esq. shall be final and binding on these parties, without the ability of any party to appeal that decision. Any orders issued by Sidney A. Stubbs, Esq. finding an entitlement and an award of fees shall be paid by Epstein within twenty (20) days thereof.
8. Mr. Stubbs shall be paid his hourly rate 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, P.A. is awarded 75% of the amount sought, Epstein shall be responsible for 75% of Mr. Stubbs' bill.

First Party:

Jeffrey Epstein

By: _____
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Florida Bar No. 224162
Burman, Critton, Luttier & Coleman
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Attorneys for Jeffrey Epstein

Second Party:

By: _____
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Attorney Representative