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10-8-09 agent
from KE

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

ok { 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 of Podhurst Orseck, P.A. ("Podhurst Orseck").

ok WHEREAS, there exists an agreement between the United States Attorney's Office ("USAO") and Epstein known as the Non-Prosecution Agreement (the "NPA") (Composite 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 paragraph 7 of the NPA, the USAO provided ^{first a} ~~this~~ list to Epstein's counsel ^{on July 10, 2008} after Epstein signed the NPA and was sentenced on June 30, 2008. A copy of ~~the~~ ^{the} list with the names of the victims redacted, except for their initials, is attached (Exhibit "B"). The individuals who thus far have chosen to be represented by Robert C. Josefsberg are identified on Exhibit "B" by their initials.

ok { WHEREAS, Robert C. Josefsberg of the law firm of 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, Epstein has an obligation to pay fees and costs to the attorney representative pursuant to the NPA. 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

A - ok
B - Redact all but date + signature
C - No; will ^{EACH} submit w agent ~~and~~ ~~to~~ ~~submit~~ us to same exhibits

\$ 526,466.15

counsel, and a portion of these fees and costs have been paid by Epstein.

WHEREAS, Podhurst Orseck and Epstein disagree as to the amount of fees and costs due and owing, based upon the NPA, correspondence that was exchanged between the USAO, Epstein, the attorney representative, and others (Composite Exhibit "C"), and negotiations between the parties.

(A)
NO
mine

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 relating to the amount of attorneys' fees and costs due the attorney representative.

(B)
NO
mine

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. If the Parties cannot agree, Mr. Stubbs' decision shall be written in the form of an order.

(C)
NO
mine

ok 2. 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 federal court.

ok 3. The Parties may provide legal memoranda, exhibits, expert witnesses, and any other evidence to support their respective positions.

ok 4. The Federal Rules of Evidence shall govern any proceeding(s). The proceeding(s) shall be deemed confidential, and subject to Rules 408 and 410 of the Federal Rules of Evidence and all other applicable rules.

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, e.g., if Podhurst Orseck is awarded ^{"X"}90% of the amount sought, Epstein shall be responsible for ^{"X"}~~90~~% of Mr. Stubbs' bill.
7. A copy of this Agreement for Special Master shall be provided to the USAO upon execution. } new
ok ?

First Party:

Second Party:

Jeffrey Epstein

By: _____

ROBERT C. JOSEFSBERG, ESQ.
Florida Bar No. 040856
Podhurst Orseck, P.A.
25 W. Flagler Street, Suite 800
Miami, FL 33130
Attorney Representative

By: _____

ROBERT D. CRITTON, JR., ESQ.
Florida Bar No. 224162
Burman, Critton, Luttier & Coleman
515 N. Flagler Drive, Suite 400
West Palm Beach, FL 33401
Attorneys for Jeffrey Epstein

RDC

per final sent

**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 dated September 24, 2007 and Addendum dated October 30, 2007 ("collectively referred to as the 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. A copy of this or any other list of identified individuals was not provided to Epstein as of the date, September 24, 2007, when he signed the NPA, nor on October 30, 2007 when the Addendum was executed. It was first disclosed to Epstein, instead, at the time of his state plea and sentencing on June 30, 2008. The names of individuals on this list represented by Robert C Josefsberg are identified as Composite Exhibit "B" hereto.

ok [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.~~

NOT necessary any more

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 claimed fees and costs relating to the representation of the designated victims have been submitted for payment to Epstein through his counsel. \$526,466.15 of these claimed fees and costs have 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 (paid to date and other amounts not paid) 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 court has that jurisdiction) relating to the amount of attorneys' fees and costs due the attorney representative. The Parties agree that this Agreement and special master process is being done pursuant to the NPA.

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, including monies paid in the past, present, and future (unless a court has that jurisdiction). 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

(A)

mine

(B)

mine

(C)

mine

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). The proceeding(s) shall be deemed confidential, and subject to FRE 408, 410 and all other applicable rules.
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, P.A. is awarded 50% of the amount sought, Epstein shall be responsible for 50% of Mr. Stubbs' bill.

First Party:

Second Party:

By: _____
Jeffrey Epstein

By: _____
ROBERT JOSEFSBERG, ESQ.
Florida Bar No. 040856
Podhurst Orseck, P.A.
25 W. Flagler Street, Suite 800
Miami, FL 33130
Attorney Representative

By: _____
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Attorneys for Jeffrey Epstein