

Jay P. Lefkowitz, P.C.
To Call Writer Directly:
[REDACTED]
[REDACTED]

February 15, 2010

VIA FACSIMILE

Robert C. Josefsberg, Esq.
Podhurst Orseck, P.A.
City National Bank Building
25 West Flagler Street, Suite 800
Miami, FL 33130

Dear Bob,

I understand that you are seeking payment from Jeffrey Epstein for fees you state you have incurred in connection with your representation of various women identified by the United States Attorney's Office. Mr. Epstein's obligation to pay your fees and expenses is limited to what is provided in the Non-Prosecution Agreement and the Addendum thereto (the "NPA"). As you know, I was part of the original negotiation of the NPA, and my understanding is that with respect to many of your clients, including but not limited to Jane Does 101 and 102, you have functioned in a manner that was well beyond that contemplated by the NPA. In fact, you acknowledged to me that it would not be appropriate for Mr. Epstein to pay you anything other than for your work to settle cases of the identified women prior to the commencement of any litigation.

I also understand that you have suggested that I authorized you to run up a bill by hiring outside lawyers and experts to assist you in your work. Nothing could be further from the truth. On September 8, 2008 I sent you a letter stating that Mr. Epstein "accepted the obligation of the NPA, including paragraph 7A of the Addendum, to pay the attorney representative for fees and expenses associated with the consideration of and subsequent settlement of potential Section 2255 claims;" nothing more. I certainly never agreed that Mr. Epstein would pay you to hire outside lawyers and experts or that Mr. Epstein would pay your firm's and outside counsel's fees to prepare for or engage in adversarial litigation against him, which we both know was never envisioned as part of Mr Epstein's fee-related obligations under the NPA.

In our few telephone discussions and one in-person meeting, we generally exchanged small talk. I recall you telling me all about your skiing vacations at Beaver Creek and your granddaughter's interest in rock climbing, which is something we share. To the extent we discussed Mr. Epstein's matter at all, it was in connection with your request at one point for a

Robert C. Josefsberg
February 15, 2010
Page 2

tolling agreement. On one occasion, you also mentioned to me that your daughter and a psychiatrist were working with you on the case, and I recall very clearly telling you at the time that such work was outside the scope of what you were authorized to do under the payment of legal fees portion of the NPA. It was in the course of that conversation that we both agreed that it probably made sense for some neutral third party to evaluate the fee issues and determine the extent of Mr. Epstein's payment obligations. I told you that if you were interested in following up on that suggestion, you should deal directly with Mr. Epstein's Florida lawyers. The notion that I authorized you to run up a large bill to present to Mr. Epstein is preposterous. This is particularly true in light of the position I have taken from the inception of this matter, which is reflected on page 3 of my March 3, 2009 letter to you, in which I specifically informed you that if any of your clients declined the settlement offer contained therein and instead elected to "consider potential litigation against Mr. Epstein, another lawyer, not paid by Mr. Epstein, will have to perform that work."

Sincerely,

Jay P. Lefkowitz