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YOUR TRUSTED ADVOCATES
A LIMITED LIABILITY PARTNERSHIP

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October 19, 2009

¹FLORIDA BOARD CERTIFIED CIVIL TRIAL LAWYER
²ADMITTED TO PRACTICE IN FLORIDA AND COLORADO

Sent by E-Mail Only
Robert Josefsberg, Esq.
Podhurst Orseck, P.A.

[REDACTED]

Re: Settlement Negotiations

Dear Bob:

As per our discussion on September 25th followed by your e-mail and my e-mail, we are resolving Jane Doe 101, Jane Doe 102 and all of your other clients, except for [REDACTED].

We have also agreed as part of the above settlement to certain additional terms, although it will not be in any of the settlement documents in that the releases and/or settlement agreements are specific to the individuals.

We agreed that you would join us (agree that the court has jurisdiction to consider the action, but not necessarily concede Jeffrey Epstein is correct as to points which might be plead) in any declaratory action that is filed. These issues may include:

1. Which version (year) of §2255 is applicable based on the facts alleged; whether the minimum amount of damages under §2255 is \$50,000 versus \$150,000; whether multiple predicate acts can be plead; whether multiple occurrences (violations) can be plead, whether a plaintiff is entitled to only a single recovery; whether Jeffrey Epstein can test the veracity of a plaintiff; and whether Mr. Epstein can assert statutes of limitation as an affirmative defense.

We had also agreed that you would not represent any additional females who are on the list, other than [REDACTED], whom your firm currently represents. In hindsight, this appears to be an unreasonable request, and therefore that is no longer a condition. We expect that you will continue to represent [REDACTED] and may represent other

[REDACTED] • PHONE: [REDACTED] • FAX: [REDACTED] • [REDACTED]

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October 19, 2009
Page 2

individuals whom you indicated you had previously contacted. We also would agree to a further tolling agreement for [REDACTED]

We would however expect, that you would not run out and in any way solicit clients

Finally, I would expect that neither you nor any other lawyers or staff would share any details of our negotiations or settlements, agreed?

If the above is acceptable, please confirm in writing in that these terms were part of our overall settlement negotiations and were and are material to resolution.

Cordially yours,

[Signature]
Robert D. Critton, Jr.

RDC/cz

cc: by e-mail

Jack Goldberger, Esq.
Katherine Ezell, Esq.

Agreed, except to note that we have no authority to determine what constitutes a breach of the Non-Prosecution Agreement, which is the province of the United States Attorney's Office.

Dated: 10/20/09

[Signature]
Robert C. Josephberg
Podhurst Orseck, P.A.
[Signature]
Katherine C. Ezell

