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April 22, 2010

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OF COUNSEL
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CONFIDENTIAL – SETTLEMENT DISCUSSIONS – F.R.E. 408

Sent by E-Mail Only

Aaron Podhurst, Esq.
Robert Josefsberg, Esq.
Podhurst Orseck, P.A.

[REDACTED]

Re: **Epstein Matter**

Dear Aaron and Bob:

Mr. Epstein has requested that I contact you so as to make a concerted and additional effort to resolve all outstanding fee issues with your firm. At our last meeting in Miami, we had ongoing discussions regarding resolution and discussed fees in a broader general sense. Mr. Epstein and his representatives were and remain willing to review the bills which previously were sent to me on a line by line basis to identify those charges which Mr. Epstein is obligated to pay under the NPA, which, once identified, will be paid without delay, those charges which are clearly not covered under the NPA and should accordingly be excluded from the bills, and charges on which we may have a difference of opinion as to whether or not they are an obligation under the NPA and should, once identified as a category, lead to immediate further discussions and resolution.

One of the significant problems which we have is assigning specific charges to a specific client versus a "general" category. Please advise whether you will sit with Mr. Epstein and his representatives to review the bills on a line by line basis and be prepared to assign the charges to specific clients in an attempt to put all attorneys fee/cost issues on all clients, past and present through the current date to rest. Those charges which we both agree are an obligation under the NPA will be promptly paid.

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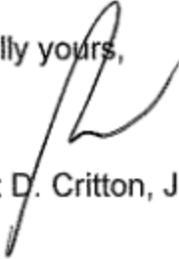
There seems to be some confusion on our side as to whether the general time (on an allocated basis) and specific time, both as related to [REDACTED], were included in the firm's \$2.5 million plus number. I would appreciate your clarifying this issue for us.

Without discussing the fee issue (so don't get on Bob) at our meeting in Miami on Wednesday with Bob, Amy and Kathy, he seemed to think our discussions regarding resolution of the fees/cost issue was at a dead end. In fact, Mr. Epstein would very much like to continue the dialogue, and he believes his proposal as set forth in paragraph one above would be a productive way in which to move the process forward. So please let me know if our proposal is acceptable to you.

I know you have previously rejected our offer to resolve the fee issue pursuant to the executed Special Master Agreement which we sent to you many weeks ago. We renew our offer, as memorialized in the executed Special Master Agreement, to have a neutral special master to decide the outstanding fee/cost dispute through the Special Master Agreement in the event we cannot agree to continue the settlement discussions without a third party.

I shall look forward to hearing from you.

Cordially yours,



Robert D. Critton, Jr.

RDC/clz

cc: J. Michael Burman, Esq.

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