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ENGAGEMENT MEMORANDUM

BY ELECTRONIC MAIL ONLY

TO: Gunster, Yoakley & Stewart, P.A.
c/o David R. Atkinson <[REDACTED]>

RE: *Epstein v. Rothstein*, No. 502009CA040800XXXXMB (Fla. 15th Cir. Ct.)

DATE: November 2, 2017

Thank you for engaging me on behalf of Mr. Epstein, Jeffrey Epstein, to serve as an expert witness in regard to the above-referenced matter. The purposes of this letter are to confirm the engagement and to ensure that you, Mr. Epstein, and I understand and agree upon the scope of my engagement and your and my respective rights, obligations, and responsibilities.

You and I agree to the following:

1. ***Effective Date.*** This engagement began on November 1, 2017, subject to my receiving the deposit described in paragraph 5(c) below and a fully signed copy of this Engagement Memorandum.
2. ***Scope of Services.*** I am being engaged to serve as a consulting expert regarding issues raised by Defendant Bradley Edwards' counterclaim against Mr. Epstein in the above-referenced matter, as well as on such other issues as you and I may agree. I will familiarize myself with the facts, conduct appropriate research and analysis, and provide you with my opinions and recommendations regarding the issues in question.
3. ***Designation as Testifying Expert.*** You and I acknowledge that I may be designated as a testifying expert. Prior to that time, I do not assure you that I will be able to support any particular position. If I am designated as a testifying expert, I will continue to assist you in developing factual and legal support for the opinions to which I may testify and in defining

potential areas for inquiry. My testimony will be as an objective witness providing what I believe constitutes truthful and accurate information and opinions, and any written report or opinion letter that I provide will be prepared in the same vein.

4. **Confidentiality.** To the extent possible, I will treat my work product and the communications between us and among me, your co-counsel, and Mr. Epstein as confidential. If, however, I am designated as a testifying expert, the disclosure of such work product and communications might be compelled by subpoena or other legal process. Therefore, I cannot and do not guarantee that my work product and any such communications will remain confidential. In any event, I will not disclose my work product or any such communications to any third party without your or Mr. Epstein's consent except as may be required by law, regulation, legal process, or applicable professional standards. You will promptly notify me of any special confidentiality obligations that the court or other legal authority may impose.

5. **Fee and Expenses**

a. **Fee.** Mr. Epstein will pay me a fee equal to **\$750.00** per hour of time that I devote to the matter. This includes travel time portal to portal and time spent on telephone calls. It also includes time spent preparing for and testifying on deposition, regardless of which party bears that obligation under law. My time will be recorded in increments of rounded tenths of an hour, with one-tenth (0.1) being the minimum for any activity.

b. **Expenses.** In addition to the fee for services rendered, Mr. Epstein will reimburse me for or will pay directly all expenses that I reasonably incur in the course of the engagement. This includes (without limitation) internal costs such as travel expenses (including automobile mileage for trips outside of Palm Beach County), facsimile transmissions, expedited delivery, extraordinary postage, outsourced copying and document-preparation charges, and online and outsourced legal-research charges.

c. **Deposits and Credit Balances.** Mr. Epstein will provide me with an initial deposit of **\$50,000.00**. Of that amount, \$10,000.00 represents a nonrefundable retainer to reserve my availability for this matter. The balance represents a refundable deposit. The refundable portion of those funds will be deposited in my firm's trust account and together with the nonrefundable portion will be credited from the outset against time devoted to the engagement (including all activity to date). In addition, Mr. Epstein will advance any additional amount that I from time to time require to maintain a minimum credit balance. (The precise amount will vary depending upon the amount of time and expense expected to be incurred in the ensuing few months.) Any such advanced funds will be deposited into my firm's trust account and will be accounted for upon the rendering of each billing statement. Any portions of such deposits that ultimately are not used for expenses or applied to fees will be refunded. (By rule of the Supreme Court of Florida, the interest generated on such funds is remitted by the bank to the

Florida Bar Foundation for use in making grants in accordance with its authorized purposes, principally to provide civil legal assistance to the poor.)

d. ***Billing and Payment.*** I will render periodic statements for my fees and expenses. Mr. Epstein authorizes me to draw on advanced funds for direct payment of third-party charges and, upon rendering a billing statement, to apply any refundable advances to the amount due (and credit him accordingly). The remittance amount reflected on each statement is due and payable upon your receipt of the statement. **The failure to pay the remittance amount in full within thirty days of the date of the statement constitutes valid grounds for me at my discretion to terminate this engagement.**

e. ***Noncontingency.*** My entitlement to the foregoing fees and expenses is in no way contingent upon what testimony or opinions I provide, their admission into evidence, their acceptance by the court or jury, or the ultimate outcome of this matter.

6. ***Effect of Engagement.*** My engagement is solely as a consulting and, perhaps, testifying expert and not as a lawyer providing legal services to Mr. Epstein as counsel. Accordingly, this engagement creates no lawyer-client relationship between me and Mr. Epstein, and my service as an expert in this matter does not preclude me from accepting employment as counsel to a person or entity whose interests may be directly adverse to those of Mr. Epstein on any matter other than the issues or proceeding that are the subject of this engagement.

7. ***Nonassignability.*** This agreement may not be assigned by either of us without the prior written consent of the other.

8. ***Termination of Engagement.*** This engagement terminates upon the conclusion of the subject matter for which I have been engaged. In addition, this engagement is terminable by either of us at any earlier time for any reason. Although I do not expect an early termination to occur, if it does, Mr. Epstein will remain obligated for any fees for services rendered and for expenses incurred through the effective date of the termination.

9. ***Contract Construction and Interpretation.*** This agreement is governed by and will be construed and interpreted in accordance with the substantive contract law of the state of Florida without regard to conflicts-of-law principles.

10. ***Effect.*** This document contains the entire agreement between us regarding this engagement. No guarantees, representations, warranties, or promises have been made by either of us regarding this engagement that are not expressly stated in this agreement. This agreement binds and inures to the benefit of your, Mr. Epstein's, and my respective heirs, personal representatives, successors, and assigns.

11. **Execution.** This document may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. The counterparts may be exchanged by facsimile or by e-mail in portable document format (PDF), and the signature or signatures on each counterpart so transmitted shall be treated as originals.

My facsimile signature below indicates my agreement with these terms. Please indicate your and Mr. Epstein's agreement with these terms by signing below, having Mr. Epstein sign where indicated, and returning a signed copy to me.

I very much appreciate the opportunity and privilege of serving you and Mr. Epstein in this matter.



D. Culver Smith III

[Acceptances on following page.]

ACCEPTANCE

The undersigned accepts and agrees to the terms of engagement set forth above.

Gunster, Yoakley & Stewart, [REDACTED].

Date: _____

By _____
David R. Atkinson

ACCEPTANCE

The undersigned understands, accepts, and agrees to be bound by the financial and other terms of engagement set forth above.

Date: _____

Jeffrey Epstein

STATE OF _____ }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me on _____, 2017,
by **Jeffrey Epstein**, who:

is personally known to me.

provided _____ as identification.

Notary Public
