

Law Office

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**ENGAGEMENT MEMORANDUM**

***BY ELECTRONIC MAIL ONLY***

To: Link & Rockenbach, P.A.  
<[REDACTED]>

RE: *Epstein v. Rothstein*, No. 50-2009-CA-040800-XXXX-MB (Fla. 15th Cir. Ct.)

DATE: December 12, 2017

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Thank you for engaging me on behalf of your client, Jeffrey Epstein, to serve as an expert witness regarding the above-referenced matter. The purposes of this memorandum 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, his, and my respective rights, obligations, and responsibilities.

YOU AND I AGREE to the following:

1. ***Effective Date.*** This engagement begins when I receive the deposit described in paragraph 3(c) below and a fully signed copy of this memorandum.

2. ***Scope of Services.*** I am being engaged to serve as an expert witness to testify on Mr. Epstein's behalf in the above-referenced litigation. I will opine on issues raised by Defendant Bradley Edwards' counterclaim against Mr. Epstein, 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 reach tentative opinions regarding the issues in question. Prior to that time, I do not assure you that I will be able to support any position. Likewise, any testimony that I might give as a testifying expert will be as an objective witness sworn to provide what in my view constitutes truthful and accurate information and opinions, and any written report or opinion letter that I provide will be prepared in the same vein.

### 3. *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, in-house or 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, refundable deposit of **\$15,000.00**. Mr. Epstein will advance such additional amounts that I from time to time require to maintain a minimum credit balance of \$15,000.00. All such advanced funds will be deposited into my firm's trust account, will be credited against time devoted to the engagement, 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 to you for my fees and expenses. You will promptly furnish each statement to Mr. Epstein. **Within fifteen days of the date of each statement, you will notify me in writing of any error or discrepancy that you or Mr. Epstein claims exists or other objection that you or he may have. Absent such notice, it will be presumed that you and he agree with the accuracy, correctness, and fairness of the charges reflected in the statement, and all objections to those charges will be deemed waived.** Mr. Epstein authorizes me, in the absence of a timely objection, to apply advanced funds to the amount due. The remittance amount reflected on each statement is due and payable upon your receipt of the statement. **Mr. Epstein's 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.

4. ***Effect of Engagement.*** My engagement is solely as a 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 a testifying 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 issue or proceeding that is the subject of this engagement.

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

6. ***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.

7. ***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.

8. ***Effect.*** This document contains the entire agreement between us regarding this engagement, and no other agreements between us, oral or otherwise, exist in regard to this engagement. Likewise, 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.

9. ***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

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**ACCEPTANCE**

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

**Link & Rockenbach, P.A.**

Date: \_\_\_\_\_

By \_\_\_\_\_

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**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

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