

**BC  
LC** | **BURMAN, CRITTON  
LUTTIER & COLEMAN, LLP**  
YOUR TRUSTED ADVOCATES  
A LIMITED LIABILITY PARTNERSHIP

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RITA H. BUDNYK  
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EDWARD M. RICCI  
OF COUNSEL

March 29, 2011

<sup>1</sup>FLORIDA BOARD CERTIFIED CIVIL TRIAL LAWYER  
<sup>2</sup>ADMITTED TO PRACTICE IN FLORIDA AND COLORADO

**Sent by E-Mail Only**

Joseph L. Ackerman, Jr.  
Fowler White Burnett, P.A.  
Phillips Point, West Tower  
777 South Flagler Drive, Suite 901  
West Palm Beach, FL 33401

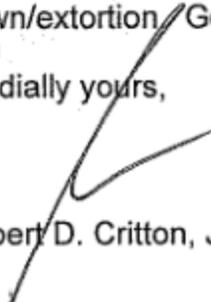
Re: **Doe v. Jeffrey Epstein et al.**

Dear Joe:

I am enclosing a copy of Mr. Vogeler's demand letter dated March 23, 2011 and my letter to him. I am forwarding a copy of this letter to Jeffrey and Marty Weinberg. Should anyone else need a copy, I will assume that you will forward it to them.

I recommend that you contact Mr. Vogeler directly if you want an extension. It seems to me this letter is a shake down/extortion. Good Luck.

Cordially yours,

  
Robert D. Critton, Jr.

RDC/clz  
Enclosures

cc: Jeffrey Epstein  
Martin Weinberg, Esq.

*Joe - we rec'd  
letter on 3/28/11.  
Bob*

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Sent by Fax ( [REDACTED] ) and U.S. Mail

William K. Vogeler, Esq.  
Gruenbeck Vogeler  
9110 Irvine Center Drive  
Irvine, California 92618

Re: **Doe v. Jeffrey Epstein et al.**

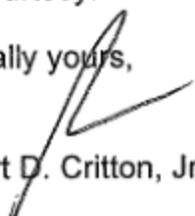
Dear Mr. Vogeler:

I received your March 23, 2011 letter on March 28. I know you have a demand deadline of April 1<sup>st</sup>.

I no longer represent Mr. Epstein nor have I since approximately August of 2010. I am, however, forwarding the letter to the appropriate attorneys for Mr. Epstein today and would ask that you grant them an additional ten (10) days within which to respond to your demand.

Thank you for your anticipated courtesy.

Cordially yours,

  
Robert D. Critton, Jr.

RDC/clz

Cc: Joseph L. Ackerman, Jr., Esq.  
Fowler White Burnett, P.A.



A LAW PARTNERSHIP

March 23, 2011

CONFIDENTIAL SETTLEMENT COMMUNICATION

Robert D. Critton, Jr.  
Burman, Critton, Luttier & Coleman  
303 Banyan Boulevard, Suite 400  
West Palm Beach, Florida 33401

Re. Doe v. Jeffrey Epstein et al

Dear Mr. Critton:

I am writing in an attempt to settle my client's claims against your client Jeffrey Epstein.

According to my client, Mr. Epstein offered to pay her and other exotic dancers \$10,000 each to perform at your client's home several years ago. A popular dancer at Rachel's Strip Club, my client was chauffeured to a party at 358 El Brillo Way in West Palm Beach in early 2006.

During the party, my client observed other young women dressed provocatively. Some appeared to be as young as 14 years old. My client was directed to an upstairs bedroom, where she saw Mr. Epstein. She recognized him because she had danced for him at the club before.

At his home, Mr. Epstein introduced my client to his guest Prince Andrew. My client then danced for the men, undressing until she was wearing only a bra and panties.

Mr. Epstein and Prince Andrew then told my client they wanted to have a threesome. She said she was hired to dance, not to have sex. Mr. Epstein said they would pay her later for dancing, and they prevailed upon her to engage in various sex acts.

After the men had satisfied themselves, they invited my client to take a trip with them to the Virgin Islands. She declined their invitation. She was then chauffeured back to the strip club. To date, your client has paid my client \$2,000 of the promised \$10,000.

My client has not pursued her claims against your client until this time because she is not proud of the circumstances of that night. She was working as an exotic dancer, but she was treated like a prostitute.

To avoid unseemly publicity, my client has asked me to keep her name confidential for purposes of settlement. However, she is prepared to assert her rights in the public courts if necessary.

THE IRVINE SPECTRUM  
9110 IRVINE CENTER DRIVE  
IRVINE, CALIFORNIA 92618  
PHONE: [REDACTED]  
FAX: [REDACTED]  
WWW.GRUENBECKVOGELER.COM

EFTA01077423

Based upon my review of the facts and the law, I believe my client has claims for breach of an oral contract, quantum meruit and various torts. While the statute of limitations apparently has run on tort claims such as fraud, false imprisonment, or sexual assault --- and the defense of consent may ultimately prevail against such torts --- the statute on an oral contract is four years.

In this case, Mr. Epstein did not specify when they would pay for my client's services. In the absence of a specific date for performance, I hereby make a demand for payment at this time.

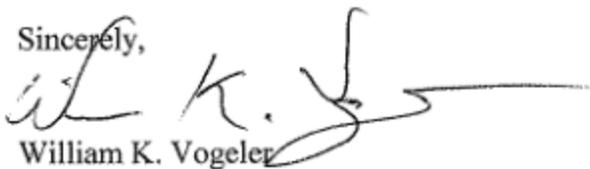
Please be advised that my client has not agreed to keep confidential her interactions with your client in this regard. Moreover, a confidentiality agreement would not be enforceable to prevent her from being compelled as a witness in any other case.

With these considerations, my client will agree to keep confidential her interactions with your client in exchange for a payment of \$250,000. Naturally, this confidentiality agreement would extend to my client's interactions with Prince Andrew as well.

Accordingly, my client's demand to settle this matter confidentiality is \$250,000. This offer shall remain open until April 1, 2011.

I look forward to your timely response.

Sincerely,

A handwritten signature in black ink, appearing to read 'W.K. Vogeler', with a long horizontal flourish extending to the right.

William K. Vogeler