

NEMECEK & COLE
Attorneys At Law

writer. Vincent S. Green
e. [REDACTED]

file number. 2489.003

July 9, 2012

Stephen G. Rinehart, Esq.
Troutman & Sanders, LLP
The Chrysler Building
405 Lexington Avenue
New York, NY 10174-0700

VIA EMAIL ONLY

Re: *Sitrick and Company v. Jeffrey Epstein*
AAA Reference No. 72 147218 12 S1M

Dear Mr. Rinehart:

As we have informed AAA, we are preparing to file a petition to compel binding arbitration in the Los Angeles Superior Court. Attached is the complaint we plan to file to start the process.

We would prefer to litigate this matter in the confidential setting of AAA. Please let us know whether Mr. Epstein would be willing to voluntarily agree to attend arbitration and avoid the need for us to file a petition to compel binding arbitration and the attached complaint.

Very truly yours,

NEMECEK & COLE



VINCENT S. GREEN

VSG/jkh
Enclosure

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JONATHAN B. COLE (70460)
VINCENT S. GREEN (231046)
NEMECEK & COLE APC
15260 Ventura Boulevard, Suite 920
Sherman Oaks, CA 91403
Tel: [REDACTED] / Fax: [REDACTED]

Attorneys for Plaintiff SITRICK AND COMPANY,
a division of SITRICK BRINCKO GROUP, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

SITRICK AND COMPANY, a division of
SITRICK BRINCKO GROUP, LLC,

Plaintiff,

vs.

JEFFREY EPSTEIN, an individual; and
DOES 1 through 20, inclusive,

Defendants.

) Case No.

)
) **COMPLAINT FOR DAMAGES**
) **BASED UPON:**

-) (1) BREACH OF CONTRACT;
-) (2) BREACH OF ORAL CONTRACT;
-) (3) COMMON COUNTS;
-) (4) ACCOUNT STATED;
-) (5) OPEN BOOK ACCOUNT; AND
-) (6) QUANTUM MERUIT

) **DEMAND FOR JURY TRIAL**

Plaintiff, SITRICK and COMPANY, a division of SITRICK BRINCKO GROUP, LLC
("Plaintiff" or "Sitrick") complains and alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is, and at all times herein mentioned was, a limited liability
company organized and existing under and pursuant to the laws of the State of California
and doing business in the State of California, with its principal place of business located
in Los Angeles County

2. Plaintiff is informed and believes, and thereon alleges, that defendant

1 JEFFREY EPSTEIN ("Epstein") is, and at all times relevant hereto was, a citizen of and
2 residing in the State of New York.

3 3. Epstein has engaged in the necessary minimal contacts with the State of
4 California for this Court to entertain personal jurisdiction, including, but not limited to,
5 entering into a contract in California with a California limited liability company, phone calls
6 and emails to Plaintiff in California for strategy and advice, and paying for services
7 delivered from California.

8 4. The true names and capacities of Defendants DOES 1 through 20,
9 inclusive, whether individual, corporate, associate, or otherwise, are unknown to Plaintiff
10 at this time, who therefore sues said Defendants by such fictitious names, and when the
11 true names and capacities of such Defendants are ascertained, Plaintiff will seek leave of
12 Court to amend this Complaint to insert same. Plaintiff is informed and believes and
13 thereon alleges that each Defendant named as a DOE is responsible for each and every
14 act and obligation hereinafter set forth.

15 5. Plaintiff is informed and believes and thereon alleges that each Defendant
16 named in this Complaint was at all times herein mentioned and now is the agent, servant
17 and employee of the other Defendants herein, and was at all such times acting within the
18 course and scope of said agency and employment and with the consent and permission
19 of each of the other co-Defendants, and each of the Defendants herein ratified each of
20 the acts of each of the other co-Defendants, and each of them.

21 6. The obligation sued upon herein was incurred in and is payable in the
22 County of Los Angeles, State of California.

23 7. The obligation is commercial in nature, not based upon a retail installment
24 sales contract or a conditional sales contract, and not subject to the provisions of Civil
25 Code §§1812.10 and 2984.4.

26 **BACKGROUND FACTS**

27 8. On or about November 4, 2005, Epstein entered into a written contract
28 (the "Contract") with Plaintiff to provide advice and public relations services to counter

1 allegations that Epstein had improper sexual relations with a fourteen-year-old girl whom
2 he hired to perform a massage. The Contract provides it may be terminated with 30 days
3 written notice by either party. The Contract has never been terminated. A true and
4 correct copy of the contract is attached hereto as Exhibit 1.

5 9. On or about March 11, 2011, Epstein entered into an oral contract with
6 Plaintiff (the "Oral Contract") to provide consulting advice and public relations services to
7 work with his various attorneys to help counteract the media and public reaction to a
8 photograph of Prince Andrew, Duke of York, and Epstein walking in Central Park. News
9 articles were published in the United Kingdom and the United States entitled: "The Prince
10 and The Pedophile," "Duchess of York Got Loan from Wealthy US Pedophile," "Meet
11 Manhattan's Raunchy New Odd Couple - The Prince and the Pervert."

12 10. Plaintiff is informed and believes, and thereon alleges, that a literal tsunami
13 of stories were published citing Prince Andrew's friendship with Epstein, nearly all of
14 them detailing Epstein's prior 2008 conviction in state court for "procuring a person under
15 age 18 for prostitution." The media dredged up old stories from 2006, based on a police
16 affidavit that described the sworn statements of five alleged victims, including a fourteen-
17 year-old girl who stated that a naked Epstein masturbated himself and touched her
18 vaginal area with a purple vibrator while she massaged him wearing only a bra and thong
19 underwear.

20 11. Plaintiff is informed and believes, and thereon alleges, that the *Daily Mail*
21 newspaper led a resurgence of media coverage in 2011 based on an interview with a
22 woman named [REDACTED], who said Epstein "trained her to be a
23 prostitute" for him and his friends, had sexual relations with her when she was under
24 eighteen, and transported her across state lines and international borders for sexual
25 purposes. [REDACTED] told the *Daily Mail* that Epstein had introduced her when she was
26 seventeen to Prince Andrew, Duke of York, at Epstein's Florida mansion.

27 12. Plaintiff is informed and believes, and thereon alleges, that at the time
28 Epstein entered into the Oral Contract, he had already reportedly been sued in civil

1 courts by as many as 40 separate plaintiffs who claimed he had sexually assaulted them
2 when they were minors. The media covering the Prince Andrew story were also actively
3 seeking the civil court complaints and interviews with the plaintiffs and their attorneys.
4 Ten days after Epstein entered into the Oral Contract with Sitrick, attorneys Brad
5 Edwards ("Edwards") and Paul Cassell ("Cassell"), representing two of the alleged
6 victims, filed papers in federal court in Palm Beach, Florida asking that Epstein's 2008
7 plea agreement be invalidated because, as part of the agreement, federal prosecutors
8 had secretly agreed not to prosecute Epstein for federal offenses, thereby violating their
9 clients' rights under the federal Crime Victim Rights Act.

10 13. Plaintiff is informed and believes and thereon alleges, that Edwards and
11 Cassell, who had named the Department of Justice as the defendant, were also seeking
12 to unseal federal documents that would lead to further embarrassing and damaging
13 stories about Epstein. Epstein expressed his concern to Sitrick that the media not obtain
14 the confidential federal documents. (The victims were granted limited discovery of federal
15 prosecutors' investigative documents in a September 23, 2011 ruling by U.S. District
16 Judge Kenneth A. Marra.)

17 14. Plaintiff is informed and believes, and thereon alleges, that Epstein was
18 very concerned that the confidential investigative documents that federal prosecutors
19 indicated could support charges against him on federal offenses not come to light in the
20 media. Despite being significantly handicapped by the facts surrounding the case, and
21 even beyond that, access to all information necessary to do its job, Sitrick was able to
22 dramatically mitigate the public relations damage to Epstein. Most frustrating was when
23 Sitrick was told one thing by Epstein, with respect to what the facts were, and something
24 else by Epstein's lawyers. One example of this was Epstein's plea that Sitrick help get
25 the media to stop calling him a pedophile, asserting that the girl identified as the
26 underage victim in his guilty plea was 17 years old, just days from her 18th birthday.

27 15. Sitrick recommended to Epstein that they seek retractions of all media uses
28 of the term "pedophile" and seek to place opinion pieces admonishing the media for using

1 the term inaccurately, arguing that the Mayo Clinic defines pedophilia as "an individual
2 who fantasizes about, is sexually aroused by, or experiences sexual urges toward
3 prepubescent children (generally less than 13 years of age) for a period of at least 6
4 months."

5 16. Sitrick even drafted a sample of what an opinion piece would say. Epstein's
6 attorneys, however, stated that what Epstein told Sitrick was not accurate. It was believed
7 that one or more of Epstein's alleged victims was so young as to be arguably in or near
8 that age range for Epstein to be considered a pedophile.

9 **FIRST CAUSE OF ACTION**

10 **(Breach of Written Contract as Against Epstein**
11 **and Does 1 through 20, and Each of Them)**

12 17. Plaintiff repeats, realleges and incorporates herein by reference the
13 allegations of paragraphs 1 through 8, inclusive, as though set forth at length.

14 18. Pursuant to the terms of said Contract, entered into by and between
15 Plaintiff and Epstein on or about November 4, 2005, Plaintiff agreed to provide advice
16 and public relations services to Epstein, and Epstein agreed to pay for these services.

17 19. Plaintiff has sent written statements of account to Epstein listing the
18 amount of its indebtedness to Plaintiff and requesting payment thereof from Epstein.

19 20. On or about July 8, 2011, Epstein breached the Contract by failing to pay
20 Plaintiff for the advice and public relations services rendered.

21 21. Plaintiff has performed all conditions, covenants and promises required on
22 its part to be performed in accordance with the terms and conditions of the Contract
23 except as excused by the breach of Epstein

24 22. Pursuant to the terms of said Contract, and as a result of Epstein's breach
25 of said Contract, Plaintiff has been damaged in the sum of \$103,517.82, together with
26 interest thereon at the legal rate from the date the obligations were due, and said sum is
27 now due and owing.

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SECOND CAUSE OF ACTION

**(Breach Of Oral Contract as Against Epstein
and Does 1 through 20, and Each of Them)**

23. Plaintiff repeats, realleges and incorporates herein by reference the allegations of paragraphs 1 through 8, 9 inclusive, as though set forth at length.

24. Pursuant to the terms of said Oral Contract, entered into by and between Plaintiff and Epstein on or about March 11, 2011, Plaintiff agreed to provide advice and public relations services to Epstein, and Epstein agreed to pay for these services.

25. Plaintiff has sent written statements of account to Epstein listing the amount of its indebtedness to the Plaintiff and requesting payment thereof from Epstein.

26. On or about July 8, 2011, Epstein breached the Oral Contract by failing to pay Plaintiff for the advice and public relations services rendered.

27. Plaintiff has performed all conditions, covenants and promises required on its part to be performed in accordance with the terms and conditions of the Oral Contract except as excused by the breach of Epstein.

28. Pursuant to the terms of said Oral Contract, and as a result of Epstein's breach of said Oral Contract, Plaintiff has been damaged in the sum of \$103,517.82, together with interest thereon at the legal rate from the date the obligations were due, and said sum is now due and owing.

THIRD CAUSE OF ACTION

**(Open Book Account For Reasonable Value Of Services Rendered as Against
Epstein, and Does 1 through 20, and Each of Them)**

29. Plaintiff repeats, realleges and incorporates herein by reference the allegations of paragraphs 1 through 8, inclusive, as though fully set forth at length herein.

30. Within the last four years, at Los Angeles County, California, Epstein became indebted to Plaintiff in the sum of \$103,517.82 as and for the balance due upon an open book account for advice and public relations services provided by Plaintiff to Epstein based upon the Contract and Oral Contract. Pursuant to the Contract and Oral

1 Contract, payment was promised and agreed by Epstein to be made. Billing records of
2 legal fees and costs incurred by Epstein, including debits and credits, were kept in the
3 regular course of business by Plaintiff and kept in a reasonably permanent form reflecting
4 an open book account in the aggregate reasonable value of \$103,517.82.

5 31. No part of said sum has been paid, although demand therefore has been
6 made, and there remains due, owing and unpaid from Epstein to Plaintiff the sum of
7 \$103,517.82, together with interest thereon at the legal rate from the date the obligations
8 were due.

9 **FOURTH CAUSE OF ACTION**

10 **(Open Book Account, For Agreed Value of Services as Against Epstein, and Does 1**
11 **through 20, and Each of Them)**

12 32. Plaintiff repeats, realleges and incorporates herein by reference the
13 allegations of paragraphs 1 through 8, inclusive, as though fully set forth at length herein.

14 33. Within the last four years, at Los Angeles County, California, Epstein
15 became indebted to Plaintiff for legal services provided by Plaintiff to Epstein at its
16 specific instance on an open book account in the agreed value of \$103,517.82.

17 34. No part of said sum has been paid, although demand therefore has been
18 made, and there remains due, owing and unpaid from Epstein to Plaintiff the sum of
19 \$103,517.82, together with interest thereon at the legal rate from the date the obligations
20 were due.
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22 **FIFTH CAUSE OF ACTION**

23 **(Account Stated Against Epstein and Does 1 through 20, and Each of Them)**

24 35. Plaintiff repeats, realleges and incorporates herein by reference the
25 allegations of paragraphs 1 through 8, inclusive, as though fully set forth at length herein.

26 36. Within the last four years, at Los Angeles County, California, an account
27 was stated by and between Plaintiff and Epstein, wherein and whereby it was agreed that
28

1 Epstein was indebted to Plaintiff in the sum of \$103,517.82, which sum Epstein agreed
2 and promised to pay, and that no part of the same has been paid.

3 37. No part of said sum has been paid, although demand therefore has been
4 made, and there remains due, owing and unpaid from Epstein to Plaintiff the sum of
5 \$103,517.82, together with interest thereon at the legal rate from the date the obligations
6 were due.

7 **SIXTH CAUSE OF ACTION**

8 **(Quantum Meruit Against Epstein and Does 1 through 20, and Each of Them)**

9 38. Plaintiff repeats, realleges and incorporates herein by reference the
10 allegations of paragraphs 1 through 16, inclusive, as though fully set forth at length
11 herein.

12 39. Between on or about November 2005 through June 2011, Plaintiff
13 performed legal services on behalf of Epstein for which Epstein promised to pay Plaintiff
14 at its fair and reasonable value.

15 40. Demand for payment for these services has been made by Plaintiff to
16 Epstein, but Plaintiff has not been paid.

17 41. The fair and reasonable value of said services equals not less than
18 \$103,517.82 or an amount to be proven at trial.

19 42. Epstein has failed and refused, and continues to fail and refuse, to pay
20 Plaintiff for said services, leaving a balance immediately due to Plaintiff according to
21 proof, but in no event less than \$103,517.82, together with interest thereon at the rate of
22 10% per annum from the date said sum became due.

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WHEREFORE, Plaintiff prays judgment against Epstein, and Does 1 through 20, and each of them, as follows:

1. For damages in the sum of \$103,517.82, together with interest thereon at the legal rate from the date the obligations were due;
2. For reasonable attorneys' fees as provided for by the Contract;
3. For costs of suit incurred herein; and,
4. For such other relief as the Court deems just and proper.

Dated: July ____ 2012

NEMECEK & COLE

By: _____

JONATHAN B. COLE

VINCENT S. GREEN

Attorneys for Plaintiff

SITRICK AND COMPANY,

a division of SITRICK BRINCKO GROUP, LLC

NEMECEK & COLE

A PROFESSIONAL CORPORATION
15260 VENTURA BOULEVARD, SUITE 920, SHERMAN OAKS, CALIFORNIA 91403-5344
TELEPHONE (818) 788-9500 FACSIMILE (818) 501-0328

DEMAND FOR JURY TRIAL

1
2 Plaintiff SITRICK and COMPANY, a division of SITRICK BRINCKO GROUP, LLC,
3 demands a trial by jury on all claims.
4

5 Dated: July ____ 2012

NEMECEK & COLE

6
7 By: _____

8 JONATHAN B. COLE

9 VINCENT S. GREEN

10 Attorneys for Plaintiff

11 SITRICK AND COMPANY,

12 a division of SITRICK BRINCKO GROUP, LLC
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