

Jeff Epstein

SITRICK AND COMPANY INC.
LOS ANGELES - NEW YORK

November 4, 2005

Roy Black, Esq.
Black, Stribick, Kornspon & Stumpf

Dear Roy:

This letter, when accepted by you below on behalf of Jeffrey Epstein (the "Client") and accepted by Black, Stribick, Kornspon & Stumpf ("Attorney"), will constitute the agreement with respect to the engagement of Sitrick And Company Inc., a California corporation ("Sitrick") as corporate communications advisor, specialist and non-designated expert consultant, with respect to any legal issues Attorney is handling for Client on the following terms and conditions:

1. The Client and Attorney, effective as of October 21, 2005, have retained Sitrick to provide advice and public relations services in connection with legal issues it is handling.
2. Sitrick will waive its customary non-refundable retainer of \$60,000 as a minimum, annual fee. In lieu thereof, Company shall pay Sitrick a non-refundable retainer of \$30,000 as a minimum, annual fee. Sitrick's time charges will be billed against the retainer at the hourly rate range of \$165 to \$650 depending on the person performing the services; paraprofessional/assistant time is billed at \$55.00 per hour. When the retainer has been applied against time charges, additional time charges in any year will be billed as incurred and are payable within twenty days after receipt. Charges are computed on a portal-to-portal basis for any travel time for meetings held outside of Sitrick's offices. Time is billed by Sitrick in increments of one-quarter of an hour.

In addition, we customarily request a "success fee" if we believe we have performed services for a client which result in significant benefits to the client beyond those we believe a normal public relations firm could achieve. Obviously, we would sit down and discuss any such proposed fee with you if we believe it is warranted, as such fee would be subject to your approval.

Please review our bills each month upon receipt. If you have any questions, please feel free to call. However, unless you make some protest to Sitrick in writing within twenty days of receipt of the bill, it will be presumed you have no objections to it and agree to the reasonableness of the bill.

3. The Client shall reimburse Sitrick within twenty days of invoice date for any and all out of pocket costs and expenses incurred by Sitrick in connection with its engagement

1340 Century Park East • Suite 800 • Los Angeles, CA 90067-2109
• Fax: [REDACTED]

Argument this is limited to legal Roy Black issues nothing else

SITRICK AND COMPANY INC.
LOS ANGELES • NEW YORK

November 4, 2005

hereunder, including without limitation, travel costs, production costs, long distance and photocopy charges, and other out-of-pocket costs and expenses. Reimbursable costs are not applied against the retainer and will be billed monthly by Sitrick.

4. Sitrick acknowledges that its services being provided pursuant to this letter agreement are for the benefit of Client and that Attorney, as Client's counsel, shall not be responsible for any fees, costs or expenses incurred in connection with Sitrick's services.
5. Sitrick And Company's engagement hereunder may be terminated by either party on 30 days prior written notice. All provisions of this letter relating to the payment of fees and expenses and indemnification will survive any termination of the engagement by either party. All the provisions of this letter contained in paragraphs 4, 5, 6 and 7 will survive for a period of two years following the date of any termination of the engagement by either party.
6. In the event any employee of Sitrick, at any time is required or requested to participate or provide testimony, documents or other evidence in any action, arbitration or other proceeding relating, directly or indirectly, to our engagement, whether or not our engagement has been terminated, the Client shall pay Sitrick for the time spent in preparing for and providing such participation or testimony, at Sitrick's then standard billing rates, and for any costs and expenses, including attorneys fees, incurred in connection therewith.
7. Client agrees to indemnify and hold harmless Sitrick, its shareholders, officers, directors, employees and agents (each such entity or person being referred to as an "Indemnified Person") from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) which any Indemnified Person may be subject to or incur in connection with the services rendered by Sitrick to Client and/or Attorney. This paragraph shall not apply to any such losses, claims, damages, liabilities, costs or expenses of any Indemnified Person that are judicially determined to have resulted from Sitrick's or such other Indemnified Person's gross negligence or willful misconduct.
8. Each of the parties hereto agrees to keep this letter agreement, and the terms and conditions hereof, including billing statements and time sheets, strictly confidential, except only as may be necessary to enforce this letter. All communications, correspondence, instruments and writings between Sitrick and Attorney shall be deemed to constitute attorney work-product and otherwise protected by the attorney-client privilege. Each of the parties agrees not to solicit for employment, nor employ, any employee of the other during the pendency of Sitrick's engagement and for a period of two years thereafter.
9. Any sums not paid to Sitrick pursuant to this agreement within ten days when due shall bear interest at the rate of ten percent per annum. If action be commenced to enforce any

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1440 Century Park East • Suite 800 • Los Angeles, CA 90067-2109
• Fax (310) 788-2855

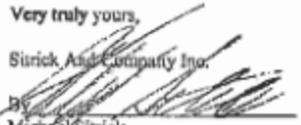
SITRICK AND COMPANY INC.
LOS ANGELES - NEW YORK

November 4, 2005

provision of this letter agreement, the prevailing party shall be entitled to reasonable attorney fees. Any controversy, claim or dispute relating to this letter agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association pursuant to an arbitration conducted in Los Angeles County, California. Judgment upon such arbitration may be entered in any court having jurisdiction thereof. This letter agreement shall be interpreted and enforced in accordance with the substantive laws of the State of California applicable to contracts made and to be performed therein.

Very truly yours,

Sitrick And Company Inc.

By 
Michael Sitrick
Chairman and Chief Executive Officer

Agreed to and accepted this

7th day of November

"Attorney"

Counsel to Client

By Scott Komsan, esq.
Partner of Black, Stebbins, Komsan & Stumpf, P.A.

SITRICK AND COMPANY INC.
LOS ANGELES - NEW YORK

November 4, 2005

Roy Black, Esq.
Black, Sebnick, Korman & Stumpf
201 S. Hiscayne Bl., #1300
Miami, FL 33131

Re: Jeffrey Epstein

INVOICE

Retainer for the period beginning:

October 21, 2005.....	\$30,000.00
Refundable Expense advance	\$5,000.00
TOTAL DUE	\$35,000.00

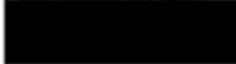
Please wire transfer funds to:

CITY NATIONAL BANK
CREDIT ACCOUNT OF: SITRICK AND COMPANY
ABA ROUTING NO.: 122 016 066
CREDIT ACCOUNT NO.: 112294570
ATTN: DAVE NATHAN

or

Please make check payable to:

SITRICK AND COMPANY INC.
1840 Century Park East, Suite 800
Los Angeles, CA 90067



From: Darren Indyke [REDACTED]
Subject: Confidential
Date: March 7, 2011 at 10:28 PM
To: Mike Sitrick [REDACTED]



At JE's request I am forwarding contact info from the following reporters who have contacted Jeffrey's lawyer's over the past few weeks:

1. Sharon Churcher (NY office of the Mail) contacted Jeffrey's attorneys leaving the following contact info:

Phone_Number: [REDACTED]
email: [REDACTED]

Jeffrey's lawyers also received a call from Anna Witheridge of the NY office of the London Mail. I am obtaining her contact info as well and will forward that to you as soon as I get it.

2. Both Jon Swaine and Neal Tweedle from the Daily Telegraph of London also called Jeffrey's lawyers. Jon Swaine appears to be from the NY Office. The contact info Swaine left was:

The Daily Telegraph of London
584 Broadway #601, New York,
NY 10012-5243
email: [REDACTED]
Mobile: [REDACTED]
Office: [REDACTED]

Neal Tweedle left only a London telephone No.:

[REDACTED]

3. Daniel Foggo from the Sunday Times in England also contacted Jeffrey's attorneys leaving the following contact info:

email: [REDACTED]
Telephone Nos.: [REDACTED]

I will forward to you additional reporter contact info as I get it.

Please confirm receipt. Thanks.

Darren K. Indyke
Darren K. Indyke, PLLC
301 East 66th Street, 10B
New York, New York 10065
[REDACTED]

The information contained in this communication is confidential, may be attorney-client privileged, and is intended only for the use of the addressee. It is the property of Darren K. Indyke, PLLC. Unauthorized use, disclosure or copying of this communication is strictly prohibited.

Darren K. Indyke, PLLC. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail, and destroy this communication and all copies thereof, including all attachments.
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From: Darren Indyke [REDACTED]
Subject: Re: Confidential
Date: March 8, 2011 at 6:56 AM
To: Mike Siltrick [REDACTED]



Here is Witheridge info as promised:

Annette Witheridge: [REDACTED]

Remember, she is from the NY office of the Mail.

Darren

On Mar 7, 2011, at 10:51 PM, "Mike Siltrick" [REDACTED] wrote:

| Thank you

=

From: Mike Strick [redacted]
Subject: RE: Engagement Letter
Date: May 11, 2011 1:50:48 PM EDT
To: Darren Indyke <dksq@aol.com>
Cc: Jeffrey Epstein <jeevacation@gmail.com>

Darren

The engagement letter I sent on March 11th is the same as the one Roy Black signed in 2005 on behalf of Jeffrey, with the exception of the rates (which have changed) and the lawyer being Jay Lefkowitz (at Jeffrey's request). That 2005 letter and engagement was never terminated. I am fine operating under the prior engagement letter with the rate adjustment, but it would be helpful if you could tell me why you think why the letter you reviewed is unacceptable and what is unacceptable about it.

Mike

-----Original Message-----
From: Darren Indyke [redacted]
Sent: Friday, May 06, 2011 6:08 AM
To: Mike Strick
Cc: Jeffrey Epstein
Subject: Engagement Letter

I have just reviewed your engagement letter and it is unacceptable.

Darren K. Indyke
Darren K. Indyke, PLLC
301 East 66th Street, 10B
New York, New York 10065
Telephone: [redacted]
Direct: [redacted]
Fax: [redacted]
email: dksq@aol.com

.....
.....
The information contained in this communication is confidential, may be attorney-client privileged, and is intended only for the use of the addressee. It is the property of Darren K. Indyke, PLLC. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail, and destroy this communication and all copies thereof, including all attachments.
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.....
.....

From: Mike Strick <[REDACTED]>
Subject: RE: Confidential
Date: June 2, 2011 8:34:15 PM EDT
To: Darren Indyke <[REDACTED]>

Darren,

As I stated before, the engagement letter I sent Jay and Jay sent you is our standard engagement letter. It is exactly the same letter as the one which was executed in 2005 with Roy Black, with the exception that the billing rates of course have changed over the past six years.

With respect to your note, the fee range is stated in the engagement letter: from \$185 an hour for associates to \$895 an hour for me. If you want a schedule of who bills at what rate, we will be happy to provide it. As for our obligations - it is as the letter states, "to provide consulting advice and public relations services, which services are intended to facilitate legal advice being given to Company and provided by Attorney." I asked Jeffrey if he wanted us to operate under the old letter but with our new fees and he said he preferred I send the new letter to Jay, which I did.

As you may be aware, Jeffrey called me out of the blue, asked for my help on this matter and I dropped everything and jumped in. I did not wait - as we usually do - to get a signed engagement letter and retainer because (a) we had worked together before and (b) time did not allow it. Horrible press was breaking when Jeffrey called and immediate action was required.

I have no idea if there will be yet another wave resulting from the plaintiffs lawyers. (If I were advising them - which of course I am not - I would have the girls on Nightline, 60 Minutes (when it returns in the fall), the Today Show or whatever. Hopefully, they won't go that far.)

Regardless, if for whatever reason Jeffrey doesn't want to sign the letter, I would ask that he just process the invoices we have sent for work we have done. One of the main purposes of the letter - as I know you are aware - is to provide us with the protection of privilege for our communications.

I look forward to hearing from you soon.

Best regards,

Mike

---Original Message---

From: Darren Indyke ([REDACTED])
Sent: Tuesday, May 31, 2011 7:30 AM
To: Mike Strick
Subject: Confidential

Mike,

I just returned from vacation and will get back to you with comments at the end of the week. In general, however, there is no detail whatsoever in the engagement letter, including but not limited to detail re fees, approvals, or obligations, and that is just for starters.

Darren K. Indyke
Darren K. Indyke, PLLC
301 East 66th Street, 10B
New York, New York 10065
Telephone: [REDACTED]
Direct: [REDACTED]
Fax: [REDACTED]
email: [REDACTED]

.....
.....
The information contained in this communication is confidential, may be attorney-client privileged, and is intended only for the use of the addressee. It is the property of Darren K. Indyke, PLLC. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail.

and destroy this communication and all copies thereof, including all attachments.
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.....

From: Mike Sibick [redacted]
Subject: RE: PRIVILEGED Attorney Client Communication - NY Times article on D of Y
Date: June 5, 2011 12:10:51 PM EDT
To: Jeffrey Epstein [redacted], Jackie Parczak [redacted]
Cc: Roy Black [redacted], Martin Weinberg [redacted], Darren Indyka [redacted], Jay Lefkowitz [redacted]
6 Attachments, 54.5 KB

The attached article which was on the front page of the Style section of today's NY Times. Fortunately, the reporter – whom I know but did not speak with about this story – ignored what Sarah said in the UK and just treated her association with Jeffrey in brief passing – and not by name.

Mike

TIMES TOPICS

Orange Borneo Lesson
MAY 11 12:00 AM

Search All NYTimes.com

The New York Times

Fashion & Style

Saving Sarah From Herself, Oprah Style



George Burns/Hugo Productions, Inc., via Associated Press

ODYSSEY "Finding Sarah," a six-part documentary about Sarah Ferguson's transformation, will be shown on Oprah Winfrey's network

By LAURAM. HOLSON

Published: June 3, 2011

CHICAGO

Related

Times Topic: [Sarah Ferguson](#)

Enlarge This Image



HENNIGAN DORMAN LLP

LAWYERS

865 SOUTH FIGUEROA STREET
SUITE 2900
LOS ANGELES, CALIFORNIA 90017
TELEPHONE [REDACTED]
FACSIMILE (213) 694-1234
DIRECT PHONE [REDACTED]
HENNIGAN@HDLTIGATION.COM

July 12, 2011

VIA EMAIL

Mr. Roy Black
Black, Srebnick, Kornspan & Stumpf
201 S. Biscayne Blvd.
Suite 1300
Miami, FL 33131
[REDACTED]

Mr. Jay Lefkowitz
Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022-4611
[REDACTED]

Dear Roy and Jay:

Our firm represents Sitrick And Company.

In early March of this year, your client Jeffrey Epstein called Michael Sitrick to ask for his and his firm's help in stemming a tsunami of negative publicity resulting from a photograph of Prince Andrew and Mr. Epstein walking in Central Park. The focus of the publicity, as you are aware, was that Prince Andrew was friends with Mr. Epstein who the British press called a pedophile. Mr. Epstein said this was not only disturbing, but threatening the viability of his business.

At the onset of this engagement, Mr. Sitrick asked if he should have Black Srebnick sign a new engagement letter. As you know, the Black Srebnick firm signed the 2005 letter (which by the way was never terminated and therefore is still in effect). Mr. Epstein responded that the letter should be sent to Jay Lefkowitz of Kirkland & Ellis. On March 11, Mr. Sitrick sent Mr. Lefkowitz a copy of Sitrick And Company's standard engagement letter.

Given the urgency of the situation and his prior relationship with Mr. Epstein, Mr. Sitrick and one of the firm's senior partners Tony Knight dropped everything, got up to speed and immediately began to work with Mr. Epstein and his attorneys. This was despite the fact that they had not received either a retainer or a newly executed engagement letter. (You both were involved in the work that Sitrick did and were part of many, many email chains reflecting same.)

HENNIGAN DORMAN LLP

July 12, 2011
Page 2

The media frenzy, again as you both are aware, required Messrs. Sitrick and Knight to work days, nights and weekends. When the Duchess of York, who said she had considered Mr. Epstein a friend, chimed in and also called Mr. Epstein a pedophile, the already frenetic pace of media hysteria accelerated. News publications from The Daily Telegraph to Newsweek jumped on the story.

Despite the salaciousness of the coverage in both the U.K. and the U.S., Mr. Sitrick and his team were able to stop stories that would have aired on TV and in the mainstream media in the U.S. Among the media outlets that discussed the "story" with Mr. Sitrick were "60 Minutes" and "Piers Morgan." While they mitigated the damage as much as could be done, Mr. Sitrick and his team believe they would have been able to do a great deal more -- particularly with respect to the pedophilia allegations -- if what they had been told by Mr. Epstein agreed with what they were told by the attorneys representing him with respect to the ages of the girls who provided the massages and other facts of the case. Because the lawyers involved disputed Mr. Epstein's version of the facts, the lawyers intervened and told Sitrick not to move forward on their plan. Sitrick also believes the media allegations about Mr. Epstein being a pedophile could have been put to a stop earlier if their advice had been heeded earlier with respect to forcing the Duchess of York to retract her statement calling Mr. Epstein a pedophile. (Getting this term out of the headlines and the stories was, as you are aware, Mr. Epstein's top priority.)

Mr. Sitrick has repeatedly tried to get a signed copy of his new engagement letter returned and his invoices paid, but to no avail.

On March 31, Mr. Sitrick wrote Darren Indyke of Mr. Epstein's office stating that he understood that Mr. Lefkowitz had forwarded him a copy of the Sitrick engagement letter and that he would appreciate getting it executed and returned. On Saturday April 30 (while Mr. Sitrick was working on a project for Mr. Epstein and in the midst of several email exchanges, he wrote Mr. Epstein that he had not received a response back from Mr. Indyke on his letter. Mr. Epstein apologized and said he would check on Monday. On May 6, Mr. Indyke finally responded with one sentence: "I have reviewed your engagement letter and it is unacceptable." When Mr. Sitrick responded that this was exactly the same letter which was executed in 2005, except for an adjustment in billing rates (a letter which he pointed out was still in effect, since it had not been cancelled) and asked what was unacceptable about it, Mr. Indyke responded that Mr. Epstein was traveling and he would have to wait until Mr. Epstein returned. Once again several weeks passed. On Tuesday, May 31, Mr. Indyke wrote, "I just returned from vacation and will get back to you with comments at the end of the week. In general, however, there is no detail whatsoever in the engagement letter, including but not limited to detail re fees, approvals, or obligations, and that is just for starters." Mr. Sitrick responded that in fact the engagement letter does include detail about the fees and obligations, but if they wanted more he would be happy to provide it. Mr. Indyke never did get back to Mr. Sitrick.

HENNIGAN DORMAN LLP

July 12, 2011

Page 3

Given Mr. Sitrick's long relationship with Mr. Epstein, he is hopeful that Mr. Epstein will sign the letter and, that if he does not want to sign it, that he will just pay Sitrick's invoices and Messrs. Sitrick and Epstein can just part friends. The amount due is \$103,518. As stated, Mr. Epstein is obligated to pay both on the basis of the earlier letter, an implied contract and quantum meruit.

Mr. Sitrick does not want to have to pursue legal remedies and turn what has been a good relationship into an adversarial one. Thank you for your attention to this matter.

Sincerely,

J. Michael Hennigan

JMH/ebm

cc [via email]:

Michael Sitrick [REDACTED]

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT: JEFFREY EPSTEIN; an individual;
(AVISO AL DEMANDADO): and DOES 1 through 20, inclusive**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
**CONFORMED COPY
ORIGINAL FILED**
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
MAR 07 2013
John A. Clarke, Executive Officer/Clerk
BY Cristina Grijalva Deputy
Cristina Grijalva

**YOU ARE BEING SUED BY PLAINTIFF: SITRICK AND COMPANY, a
(LO ESTÁ DEMANDANDO EL DEMANDANTE): division of SITRICK
BRINCKO GROUP, LLC**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted puede usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Los Angeles Superior Court
Central District
111 North Hill Street
Los Angeles, California 90012

CASE NUMBER:
(Número del Caso):

BC502448

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

JONATHAN B. COLE (70460) VINCENT S. GREEN (231046) [REDACTED]
NEMCEK & COLE
15260 Ventura Blvd.
Sherman Oaks, CA 91403

DATE:

John A. Clarke

Clerk, by
(Secretario)

CRISTINA GRIJALVA

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

MAR 07 2013

NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE (NON-CLASS ACTION)**

Case Number _____

BC 502448

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Daniel Buckley	1	534	Hon. Debra Katz Weintraub	47	507
Hon. Michael P. Linfield	10	631	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Miers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. John L. Segal	50	508
Hon. Richard Prula	15	307	Hon. Abraham Khan	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Steven J. Kleinfeld	53	513
Hon. Kevin C. Brazile	20	310	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnston	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. Barbara Schepfer	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Starn	62	600
Hon. Mary H. Strobel	32	406	Hon. Mark Mooney	68	617
Hon. Charles F. Palmer	33	409	Hon. Ramona See	69	621
Hon. Amy D. Hogue	34	408	Hon. Soussan G. Bruguera	71	729
"unassigned"	35	411	Hon. [REDACTED] Kwan	72	731
Hon. Gregory Altroon	36	410	Hon. Teresa Sanchez-Gordon	74	735
Hon. Joanne O'Donnell	37	413	Hon. William F. Fahey	78	730
Hon. Maureen Duffy-Lewis	38	412	Hon. Emilie H. Elias	324	CCW
Hon. Michelle R. Rosenblatt	40	414	Hon. Elhu M. Berle	323	CCW
Hon. Ronald M. Sohlgren	41	417	Other		
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529			
Hon. Fredrick C. Shaller	46	601			

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ **JOHN A. CLARKE**, Executive Officer/Clerk

By _____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

NEMECEK & COLE
A PROFESSIONAL CORPORATION
15260 VENTURA BOULEVARD, SUITE 920, SHERMAN OAKS, CALIFORNIA 91403-6344
TELEPHONE (818) 768-6600 FACSIMILE (818) 801-0328

1 JONATHAN B. COLE (70460)
2 VINCENT S. GREEN (231046)
3 **NEMECEK & COLE APC**
4 15260 Ventura Boulevard, Suite 920
5 Sherman Oaks, CA 91403
6 Tel: [REDACTED] / Fax: [REDACTED]

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

APR 08 2013

John A. Clark, Executive Officer/Clerk
BY [Signature] Deputy
Isabella Chambers

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

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNT OF LOS ANGELES – CENTRAL DISTRICT

11 SITRICK AND COMPANY, a division of)
12 SITRICK BRINCKO GROUP, LLC,)

13 Plaintiff,)

14 vs.)

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

17 Defendants.)

Case No. BC502448

FIRST AMENDED 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

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19
20
21 Plaintiff, SITRICK and COMPANY, a division of SITRICK BRINCKO GROUP, LLC

22 ("Plaintiff") complains and alleges as follows:

23 GENERAL ALLEGATIONS

24 1. Plaintiff is and at all times herein mentioned was, a limited liability company
25 organized and existing under and pursuant to the laws of the State of California and
26 doing business in the State of California, with its principal place of business located in
27 Los Angeles County.
28

1 2. Plaintiff is informed and believes, and thereon alleges, that defendant
2 JEFFREY EPSTEIN ("Epstein") is, and at all times relevant hereto was, a citizen of either
3 Florida or New York.

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

9 4. On or about November 4, 2005, Epstein entered into a written contract
10 (the "Contract") with Plaintiff to provide advice and public relations services. The
11 Contract provides it may be terminated with 30 days written notice by either party. The
12 Contract has never been terminated. A true and correct copy of the contract is attached
13 hereto as Exhibit 1.

14 5. On or about March 11, 2011, Epstein entered an oral contract with Plaintiff
15 (the "Oral Contract") to provide consulting advice and public relations services concerning
16 Epstein's relationship with Prince Andrew of England.

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

24 7. Plaintiff is informed and believes and thereon alleges that each Defendant
25 named in this Complaint was at all times herein mentioned and now is the agent, servant
26
27
28

1 and employee of the other Defendants herein, and was at all such times acting within the
2 course and scope of said agency and employment and with the consent and permission
3 of each of the other co-Defendants, and each of the Defendants herein ratified each of
4 the acts of each of the other co-Defendants, and each of them.

5
6 8. The obligation sued upon herein was incurred in and is payable in the
7 County of Los Angeles, State of California.

8 9. Said obligation is commercial in nature, not based upon a retail installment
9 sales contract or a conditional sales contract, and not subject to the provisions of Civil
10 Code §§1812.10 and 2984.4.

11 **FIRST CAUSE OF ACTION**
12 **(Breach Of Written Contract as Against Epstein and Does 1 through 20, and Each**
13 **of Them)**

14 10. Plaintiff repeats, realleges and incorporates herein by reference the
15 allegations of paragraphs 1 through 4 and 6 through 9, inclusive, as though set forth at
16 length.

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

20 12. Plaintiff has sent written statements of account to Epstein listing the
21 amount of its indebtedness to the Plaintiff and requesting payment therefore from
22 Epstein.

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

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

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

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

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

FOURTH CAUSE OF ACTION
(Open Book Account, For Agreed Value Of Services as Against Epstein, and Does 1 through 20, and Each of Them)

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

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

27. No part of said sum has been paid, although demand therefore has been made, and there remains due, owing and unpaid from Epstein to Plaintiff the sum of

1 \$103,517.82, together with interest thereon at the legal rate from the date the obligations
2 were due.

3 **FIFTH CAUSE OF ACTION**
4 **(Account Stated Against Epstein; and Does 1 through 20, and Each of Them)**

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

7 29. Within the last four years, at Los Angeles County, California, an account
8 was stated by and between Plaintiff and Epstein, wherein and whereby it was agreed that
9 Epstein was indebted to Plaintiff in the sum of \$103,517.82, which sum Epstein agreed
10 and promised to pay, and that no part of the same has been paid.

11 30. No part of said sum has been paid, although demand therefore has been
12 made, and there remains due, owing and unpaid from Epstein to Plaintiff the sum of
13 \$103,517.82, together with interest thereon at the legal rate from the date the obligations
14 were due.
15

16 **SIXTH CAUSE OF ACTION**
17 **(Quantum Meruit Against Epstein and Does 1 through 20, and Each of Them)**

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

20 32. Between on or about November 2005 through June 2011, Plaintiff
21 performed public relations services on behalf of Epstein for which Epstein promised to
22 pay Plaintiff at its fair and reasonable value.

23 33. Demand for payment for these services has been made by Plaintiff to
24 Epstein, but Plaintiff has not been paid.

25 34. The fair and reasonable value of said services equals not less than
26 \$103,517.82 or an amount to be proven at trial.

27 35. Epstein has failed and refused, and continues to fail and refuse, to pay
28

NEMECEK & COLE

A PROFESSIONAL CORPORATION
15260 VENTURA BOULEVARD, SUITE 920, SHERMAN OAKS, CALIFORNIA 91403-5344
TELEPHONE (818) 788-9500 FACSIMILE (818) 901-0039

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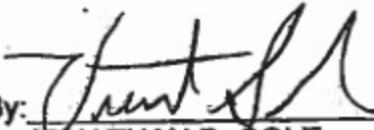
Plaintiff for said services, leaving a balance immediately due to Plaintiff according to proof, but in no event less than \$103,517.82, together with interest thereon at the rate of 10% per annum from the date said sum became due.

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 as provided for by the Contract;
2. For costs of suit incurred herein; and,
3. For such other relief as the Court deems just and proper.

Dated: April 5, 2013

NEMECEK & COLE

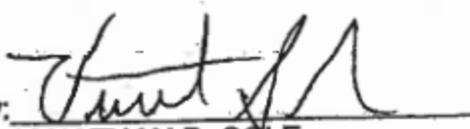
By: 
JONATHAN B. COLE
VINCENT S. GREEN

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

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
6 Dated: April 5, 2013 NEMECEK & COLE

7
8 By: 
9 JONATHAN B. COLE
10 VINCENT S. GREEN
11 Attorneys for Plaintiff
12 SITRICK AND COMPANY,
13 a division of SITRICK BRINCKO GROUP, LLC
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NEMECEK & COLE
A PROFESSIONAL CORPORATION
15280 VENTURA BOULEVARD, SUITE 920, SHERMAN OAKS, CALIFORNIA 91405-6344
TELEPHONE (818) 788-8500 FACSIMILE (818) 501-0328

EXHIBIT A

SITRICK AND COMPANY INC.
LOS ANGELES - NEW YORKJH
Cspstein

November 4, 2005

Roy Black, Esq.
Black, Srebnick, Korman & Stumpf
201 S. Biscayne BL, #1300
Miami, FL 33131

Dear Roy:

This letter, when accepted by you below on behalf of Jeffrey Epstein (the "Client") and accepted by Black, Srebnick, Korman & Stumpf ("Attorney"), will constitute the agreement with respect to the engagement of Sitrick And Company Inc., a California corporation ("Sitrick") as corporate communications advisor, specialist and non-designated expert consultant, with respect to any legal issues Attorney is handling for Client on the following terms and conditions:

1. The Client and Attorney, effective as of October 21, 2005, have retained Sitrick to provide advice and public relations services in connection with legal issues it is handling.
2. Sitrick will waive its customary non-refundable retainer of \$60,000 as a minimum, annual fee. In lieu thereof, Company shall pay Sitrick a non-refundable retainer of \$30,000 as a minimum, annual fee. Sitrick's time charges will be billed against the retainer at the hourly rate range of \$165 to \$650 depending on the person performing the services; paraprofessional/assistant time is billed at \$55.00 per hour. When the retainer has been applied against time charges, additional time charges in any year will be billed as incurred and are payable within twenty days after receipt. Charges are computed on a partial-to-partial basis for any travel time for meetings held outside of Sitrick's offices. Time is billed by Sitrick in increments of one-quarter of an hour.

In addition, we customarily request a "success fee" if we believe we have performed services for a client which result in significant benefits to the client beyond those we believe a normal public relations firm could achieve. Obviously, we would sit down and discuss any such proposed fee with you if we believe it is warranted, as such fee would be subject to your approval.

Please review our bills each month upon receipt. If you have any questions, please feel free to call. However, unless you make some protest to Sitrick in writing within twenty days of receipt of the bill, it will be presumed you have no objections to it and agree to the reasonableness of the bill.

3. The Client shall reimburse Sitrick within twenty days of invoice date for any and all out of pocket costs and expenses incurred by Sitrick in connection with its engagement

1840 Century Park East • Suite 800 • Los Angeles, CA 90067-2109
(310) 788-2850 • Fax (310) 788-2853

SITRICK AND COMPANY INC.
LOS ANGELES • NEW YORK

November 4, 2003

- hereunder, including without limitation, travel costs, production costs, long distance and photocopy charges, and other out-of-pocket costs and expenses. Reimbursable costs are not applied against the retainer and will be billed monthly by Sitrick.
4. Sitrick acknowledges that its services being provided pursuant to this letter agreement are for the benefit of Client and that Attorney, as Client's counsel, shall not be responsible for any fees, costs or expenses incurred in connection with Sitrick's services.
 5. Sitrick And Company's engagement hereunder may be terminated by either party on 30 days prior written notice. All provisions of this letter relating to the payment of fees and expenses and indemnification will survive any termination of the engagement by either party. All the provisions of this letter contained in paragraphs 4, 5, 6 and 7 will survive for a period of two years following the date of any termination of the engagement by either party.
 6. In the event any employee of Sitrick, at any time is required or requested to participate or provide testimony, documents or other evidence in any action, arbitration or other proceeding relating, directly or indirectly, to our engagement, whether or not our engagement has been terminated, the Client shall pay Sitrick for the time spent in preparing for and providing such participation or testimony, at Sitrick's then standard billing rates, and for any costs and expenses, including attorneys fees, incurred in connection therewith.
 7. Client agrees to indemnify and hold harmless Sitrick, its shareholders, officers, directors, employees and agents (each such entity or person being referred to as an "Indemnified Person") from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) which any Indemnified Person may be subject to or incur in connection with the services rendered by Sitrick to Client and/or Attorney. This paragraph shall not apply to any such losses, claims, damages, liabilities, costs or expenses of any Indemnified Person that are judicially determined to have resulted from Sitrick's or such other Indemnified Person's gross negligence or willful misconduct.
 8. Each of the parties hereto agrees to keep this letter agreement, and the terms and conditions hereof, including billing statements and time sheets, strictly confidential, except only as may be necessary to enforce this letter. All communications, correspondence, instruments and writings between Sitrick and Attorney shall be deemed to constitute attorney work-product and otherwise protected by the attorney-client privilege. Each of the parties agrees not to solicit for employment, nor employ, any employee of the other during the pendency of Sitrick's engagement and for a period of two years thereafter.
 9. Any sums not paid to Sitrick pursuant to this agreement within ten days when due shall bear interest at the rate of ten percent per annum. If action be commenced to enforce any

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1840 Croysey Park East • Suite 800 • Los Angeles, CA 90007-2107
(310) 788-2250 • Fax (310) 788-2259

SITRICK AND COMPANY INC.
LOS ANGELES • NEW YORK

November 4, 2005

provision of this letter agreement, the prevailing party shall be entitled to reasonable attorney fees. Any controversy, claim or dispute relating to this letter agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association pursuant to an arbitration conducted in Los Angeles County, California. Judgment upon such arbitration may be entered in any court having jurisdiction thereof. This letter agreement shall be interpreted and enforced in accordance with the substantive laws of the State of California applicable to contracts made and to be performed therein.

Very truly yours,

Sitrick And Company Inc.

By: 
Michael Sitrick
Chairman and Chief Executive Officer

Agreed to and accepted this

7th day of November

"Attorney"

Consent to Client

By: Scott Komspan, as attorney
Partner of Black, Siebman, Komspan & Stanger, P.A.

SITRICK AND COMPANY INC.
LOS ANGELES - NEW YORK

November 4, 2005

Roy Black, Esq.
Black, Scheidt, Korman & Sharp
201 S. Biscayne Bl., #1300
Miami, FL 33131

Re: Jeffrey Epstein

INVOICE

Retainer for the period beginning:

October 21, 2005	_____	\$30,000.00
Refundable Expense advance	_____	\$5,000.00
TOTAL DUE	_____	\$35,000.00

Please wire transfer funds to:

CITY NATIONAL BANK
CREDIT ACCOUNT OF: SITRICK AND COMPANY
ABA ROUTING NO.: 122 016 066
CREDIT ACCOUNT NO.: 112294570
ATTN: DAVE NATHAN

or

Please make check payable to:

SITRICK AND COMPANY INC.
1840 Century Park East, Suite 800
Los Angeles, CA 90067
Fed. ID [REDACTED]

1840 Century Park East, Suite 800, Los Angeles, CA 90067-2109
[REDACTED]

ORIGINAL

FILED

Superior Court of California
County of Los Angeles

APR 15 2014

Sherri B. Carter, Executive Officer/Clerk
By *Bernice Guzman* Deputy
Bernice Guzman

1 JONATHAN B. COLE (70460)
DAVID A. MYERS (140181)
2 NEMECEK & COLE
A Professional Corporation
3 15260 Ventura Boulevard, Suite 920
Sherman Oaks, California 91403-5344
4 Tel. [REDACTED] / Fax [REDACTED]

5 Attorneys for Plaintiff SITRICK AND COMPANY,
a division of SITRICK BRINCKO GROUP, LLC
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

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

12 Plaintiff,

13 -vs-

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

16 Defendants.
17
18
19

) Case No. BC502448

) [Assigned to the Hon. Kevin C. Brazile:
Dept. 20]

) ~~PROPOSED~~ ORDER

) (Lodged Concurrently with [Proposed]
Judgment By Court By Default)

20 On April 10, 2014, during the 8:30 a.m. calendar, in Department 20 of the Central District of
21 the Superior Court of California, County of Los Angeles, the Request for Judgment of Plaintiff
22 SITRICK AND COMPANY, a division of SITRICK BRINCKO GROUP, LLC ("SITRICK") in the
23 total amount of \$170,983.22 against Defendant JEFFREY EPSTEIN ("EPSTEIN") came on for
24 hearing before the Hon. Kevin C. Brazile. David Myers, Esq. of Nemecek & Cole appeared on behalf
25 of SITRICK. There were no other appearances. The Court, after due consideration of the papers and
26 evidence submitted regarding the matter, and oral argument orders as follows:

- 27 1. Certain costs requested by SITRICK are disallowed including the "Arbitration Filing
28 Fee" in the amount of \$2,850 (SITRICK's Memorandum of Costs dated March 17,

NEMECEK & COLE

A PROFESSIONAL CORPORATION
15260 VENTURA BOULEVARD, SUITE 920, SHERMAN OAKS, CALIFORNIA 91403-5344
TELEPHONE (818) 788-8600 FACSIMILE (818) 901-0328

4 T G P / G T / D M

1 JONATHAN B. COLE (70460)
2 DAVID A. MYERS (140181)
3 NEMECEK & COLE
4 A Professional Corporation
5 15260 Ventura Boulevard, Suite 920
6 Sherman Oaks, California 91403-5399
7 [REDACTED] Tel. / [REDACTED] Fax

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

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

13 SITRICK AND COMPANY, a division of)
14 SITRICK BRINCKO GROUP, LLC)

15 Plaintiff,

16 -vs-

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

19 Defendant.)
20

Case No.: BC 502448
[Assigned to the Hon. Kevin C. Brazile;
Dept. 20]

**AFFIDAVIT IN SUPPORT OF
FOREIGN JUDGMENT IN FLORIDA**

21 DAVID A. MYERS, declares:

22 1. I am an attorney licensed to practice law in the State of California. I am a member of
23 Nemecek & Cole, a Professional Corporation, the attorneys of record for Plaintiff/Judgment Creditor,
24 SITRICK AND COMPANY, a division of SITRICK BRINCKO GROUP, LLC ("SITRICK"). I
25 have personal knowledge of the following facts and could and would competently testify thereto if
26 called as a witness in this action.

27 2. The judgment creditor's name is SITRICK AND COMPANY, a division of SITRICK
28 BRINCKO GROUP, LLC and the business address is 11999 San Vicente Blvd., Penthouse, Los

1 Angeles, CA 90049.

2

3 3. The judgment debtor is known to me as JEFFREY EPSTEIN and was last known to
4 reside at 358 El Brillo Way, Palm Beach, FL 33480.

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct.

7

8 Dated: 08/20/14

David A. Myers
DAVID A. MYERS

9

10

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14 State of California
15 County of Los Angeles

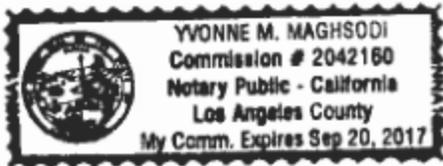
16 On August 20, 2014 before me, Yvonne M. Maghsodi, Notary Public
(insert name and title of the officer)

17

18 personally appeared David A. Myers
19 who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
20 subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

21 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
22 paragraph is true and correct.

23 WITNESS my hand and official seal.



24

25

26 Signature Yvonne M. Maghsodi (Seal)

27

28

Name
Address

CFN 20140318369
OR BK 27003 PG 1068
RECORDED 08/27/2014 00:08:15
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1068 - 1069; (2pgs)

ORIGINAL
JUD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address) Jonathan B. Cole (SBN 70460) David A. Myers (SBN 140181) NEMECEK & COLE 15260 Ventura Blvd., Suite 920 Sherman Oaks, CA 91403 TELEPHONE NO. [REDACTED] FAX NO. (Optional) [REDACTED] E-MAIL ADDRESS (Optional) dmyers@nemecek-cole.com ATTORNEY FOR (Name) Plaintiff		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles APR 14 2014 Sherril Carter, Executive Officer/Clerk By: <i>[Signature]</i> Deputy Bernice Gaudin
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS 111 North Hill Street MAILING ADDRESS CITY AND ZIP CODE Los Angeles, California 90012 BRANCH NAME CENTRAL DISTRICT		
PLAINTIFF: SITRICK AND COMPANY, a division of SITRICK BRINCKO GROUP, LLC DEFENDANT: JEFFREY EPSTEIN; an individual; and DOES 1-20		CASE NUMBER BCS02448
JUDGMENT <input type="checkbox"/> By Clerk <input checked="" type="checkbox"/> By Default <input type="checkbox"/> After Court Trial <input checked="" type="checkbox"/> By Court <input type="checkbox"/> On Stipulation <input type="checkbox"/> Defendant Did Not Appear at Trial		

- 1 BY DEFAULT
- JUDGMENT
- a. Defendant was properly served with a copy of the summons and complaint.
b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
c. Defendant's default was entered by the clerk upon plaintiff's application.
d. Clerk's Judgment (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
e. Court Judgment (Code Civ. Proc., § 585(b)). The court considered:
(1) plaintiff's testimony and other evidence.
(2) plaintiff's written declaration (Code Civ. Proc., § 585(d)).
- 2 ON STIPULATION
- a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
b. the signed written stipulation was filed in the case.
c. the stipulation was stated in open court the stipulation was stated on the record.
- 3 AFTER COURT TRIAL. The jury was waived. The court considered the evidence.
- a. The case was tried on (date and time) before (name of judicial officer).
- b. Appearances by:
- | | |
|---|--|
| <input type="checkbox"/> Plaintiff (name each)
(1)
(2) | <input type="checkbox"/> Plaintiff's attorney (name each)
(1)
(2) |
| <input type="checkbox"/> Continued on Attachment 3b. | |
| <input type="checkbox"/> Defendant (name each):
(1)
(2) | <input type="checkbox"/> Defendant's attorney (name each):
(1)
(2) |
| <input type="checkbox"/> Continued on Attachment 3b. | |
- c. Defendant did not appear at trial. Defendant was properly served with notice of trial.
- d. A statement of decision (Code Civ. Proc., § 632) was not was requested.

