



ATTERBURY, GOLDBERGER & WEISS, P.A.

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June 6, 2011

William Scherer, Esquire  
Conrad & Scherer, LLP  
Post Office Box 14723  
Fort Lauderdale, Florida 33302

RE: Joint Litigation Cooperation Agreement between  
Atterbury, Goldberger & Weiss, P.A. and Conrad & Scherer, LLP

Dear Bill,

Enclosed herewith please find a Joint Litigation Cooperation Agreement that I have already executed on behalf of my client, Jeffrey Epstein.

As you are aware, this Agreement would allow our clients as well as our respectable law firms to share information relating to claims we may have against Scott Rothstein and/or the Rothstein, Rosenfeldt & Adler firm without waiving attorney/client and other privileges.

If the Agreement meets with your approval, please execute the Agreement, keep a copy for your records and return the original to my office. I look forward to working with you in this matter.

Very truly yours,

Jack A. Goldberger

JAG/slm  
Enclosure

## JOINT LITIGATION COOPERATION AGREEMENT

*Re: Federal and/or State civil, and ethics investigations relating to the undersigned clients Jeffrey Epstein and clients of William Scherer defrauded by Scott Rothstein and/or Rothstein, Rosenfeldt and Adler, P.A.*

This Agreement, by and among the undersigned attorneys on behalf of their respective clients, sets forth the terms of the agreement and understanding under which we and our respective Clients have been operating from the beginning of our representation of the Clients, and under which we will continue to operate, concerning document and information sharing and confidentiality among us, our respective law firms (including members, partners and employees of our law firms and experts, investigators and others hired or retained by our respective firms or Clients) and our respective Clients regarding Joint Litigation Cooperation Matters (as defined above and in the body of this Agreement).

The undersigned counsel and the Clients (hereinafter collectively the "Joint Litigation Cooperation Group") have recognized and believe that they have mutual interests in a common and joint interest in connection with Joint Litigation Cooperation Matters, based upon the pendency of a state and federal civil lawsuits relating to the acts of Scott Rothstein and/or Rothstein, Rosenfeldt and Adler, P.A., all of which relates to the Joint Litigation Cooperation on matters.

Each member of the Joint Litigation Cooperation Group believes that the sharing of otherwise confidential or privileged information will facilitate legal representation of the Clients and the Clients' pursuit of their common interests. More particularly, all members of the Joint Litigation Cooperation Group believe that there are and will be legal and factual issues common to the Clients with respect to the Joint Litigation Cooperation Matters and common to investigations, inquiries and proceedings instituted, or which may be filed now or filed in the future. In that regard, we wish to continue to pursue the separate but common interests of our respective Clients and avoid any questions of waiver of any privilege as to any communications, documents or materials, or as to the attorneys' work product, with the fullest protection allowed by law, while communicating among the Joint Litigation Cooperation Group matters of a confidential nature, expediting fact-gathering and legal analysis, and exchanging strategies, legal theories and information that will be useful in providing legal advice to our respective Clients as to Joint Litigation Cooperation Matters, and also useful in each counsel's preparation with respect to pending and future Joint Litigation Cooperation Matters, including further related proceedings that may be initiated involving similar facts and circumstances.

Accordingly, in order to pursue the separate but common interests of the Clients, and to make clear that the Clients and members of the Joint Litigation Cooperation Group have not waived, do not intend to waive, and will not waive any privilege as to any document, communication or attorney work product, we and our Clients have agreed as follows:

1. All documents and all disclosure of documents, including without limitation Client and witness documents, statements, interviews, spreadsheets, computer generated

information, drafts, memoranda of law, debriefing memoranda, fact summaries, transcript digests and outlines and other written or recorded material and information, and all written or oral communication of any type or kind between or among members of the Joint Litigation Cooperation Group, including without limitation personal, telephonic, written and electronic communications, concerning Joint Litigation Cooperation Matters to date and in the future that would otherwise be protected from disclosure to third parties will remain confidential and protected from disclosure to any third party by the Clients' attorney-client and other privileges, by protections afforded by attorney work product immunity, by common and joint defense privileges and all other applicable rules of law, notwithstanding disclosure among the Joint Litigation Cooperation Group. All Joint Litigation Cooperation documents, information and material shall be treated as if protected by the attorney-client privilege and attorney work product doctrine, whether or not marked or specifically identified as Joint Litigation Cooperation Material.

2. All work performed by members of the Joint Litigation Cooperation Group to date and in the future, and all communications among Joint Litigation Cooperation Group members, including the Clients, in connection with common interest and joint representation of the Clients, shall be conducted, protected and covered by the common interest and joint representation doctrines recognized in the State of Florida and federal courts, and elsewhere, as set out in the following cases: *United States v. Bay State Ambulance*, 874 F.2d 20 (1st Cir. 1989); *United States v. Schwimmer*, 892 F.2d 237 (2d Cir. 1989), *on remand*, 738 F. Supp. 654 (E.D.N.Y. 1990), *aff'd*, 924 F.2d 443 (2d Cir. 1990); *In re Grand Jury Subpoenas, 89-3 and 89-4*, 902 F.2d 244 (4th Cir. 1990); *Eisenberg v. Gagnon*, 766 F.2d 770, 787-88 (3d Cir. 1985); *United States v. McPartlin*, 595 F.2d 1321 (7th Cir.), *cert. denied*, 444 U.S. 833 (1979); *Hunydee v. United States*, 355 F.2d 183 (9th Cir. 1965); *Continental Oil Co. v. United States*, 330 F.2d 347 (9th Cir. 1964); *Western Fuels Ass'n, Inc. v. Burlington Northern R.R. Co.*, 102 F.R.D. 201 (D. Wyo. 1984); and *In re LTV Sec. Lit.*, 89 F.R.D. 595, 604-05 (N.D. Tex. 1981). The undersigned and their Clients are relying upon the protections of the common interest and joint representation doctrines in sharing confidential information and work product with members of the Joint Litigation Cooperation Group.
3. No documents, oral or written information or other oral or written material obtained pursuant to this Agreement by any member of the Joint Litigation Cooperation Group, to date or in the future, shall be disclosed to any third parties who are not members of the Joint Litigation Cooperation Group, including, without limitation, any federal, state or local governmental agency or any grand jury or any other law firm, without in advance both obtaining the consent of the Joint Litigation Cooperation Group member who first disclosed such information and giving immediate notice to all other then-current members of the Joint Litigation Cooperation Group. All members of the Joint Litigation Cooperation Group agree not to waive or purport to waive privilege as to Joint Litigation Cooperation Group documents, material or information covered by this Agreement or enter into any

settlement, plea agreement or other agreement with any third party that would require or result in disclosure of Joint Litigation Cooperation Group documents, material or information.

4. It is agreed and understood that the Clients are not third parties to this Agreement and disclosures made to a Client of materials or statements from the other Client, or from an attorney for the other Client, are being made pursuant to this Agreement and are not a waiver of the attorney-client or any other privilege, work product immunity, or the common interest and joint defense doctrines.
5. It is also agreed and understood that nothing contained herein shall limit the right of any counsel to disclose any documents or information to third parties obtained from that counsel's Client, or any information that has been independently obtained by such counsel.
6. If any third person or entity not a party hereto requests, demands or subpoenas any of the materials or information disclosed pursuant to this Agreement, counsel for the party to which such request or demand is made shall immediately notify counsel who, or whose Client, supplied that material or information, and also immediately notify all other members of the Joint Litigation Cooperation Group. Counsel agree that each of them receiving any such request, demand or subpoena shall take all steps necessary or appropriate to permit the assertion of all applicable rights with regard to said materials in the appropriate forums, including without limitation the filing of appropriate objections or motions.
7. Nothing in this Agreement shall be construed to affect or require any change in the separate and independent representation of the Clients by their separate respective counsel according to what counsel or the individual Client believes to be in that Client's best interest. Nothing in this Agreement is intended to create, for purposes of determining conflicts of interest, any attorney-client relationship between any attorney member of the Joint Litigation Cooperation Group and a Client member who is not the Client of that attorney independent of this Agreement. Each attorney shall be acting as attorney only for his respective client or clients, and will owe a duty of loyalty only to that client or those clients, and nothing herein shall preclude examination or cross-examination of any client member of this Joint Litigation Cooperation Group by any counsel member of the Joint Litigation Cooperation Group except as defined in paragraph 10 infra. Neither the existence of this Agreement, nor any of its terms, nor information obtained hereunder, shall be asserted by any party, including the Clients, as grounds for a motion to disqualify any member of the Joint Litigation Cooperation Group in any proceeding or other matter, and the Clients waive any objection to the appearance of the undersigned counsel in any matter, and waive any right to move for disqualification based in whole or in part on access to, or receipt of, Joint Litigation Cooperation documents, communications, work product and other materials, or based on alleged conflict of interest resulting from participation in this Joint Litigation Cooperation Group, or based on the actual

or contemplated examination of one Client member of the Joint Litigation Cooperation Group by the attorney or attorneys for another Client member of the Joint Litigation Cooperation Group. The Clients also waive the right to take testimony from any counsel based upon counsel's participation in the Joint Litigation Cooperation Group or based upon disclosure to counsel of information pursuant to this Agreement.

8. The sharing of Joint Litigation Cooperation matters, documents, materials and communications to other parties to this agreement shall be entirely at the election of the party possessing the same, and a Joint Litigation Cooperation Group member has no right or entitlement by virtue of this Joint Litigation Cooperation Agreement to have access to any information or documents in the possession of any other member of the Joint Litigation Cooperation Group. The parties hereto recognize their right to conduct separate witness interviews or otherwise to undertake independent investigative efforts, with each party free to disclose or use information obtain pursuant to those independent efforts to any third parties or to use the information in any matter which such party wishes without the consent of any other party to this Agreement.
9. Each party to this Agreement may, with written notice, withdraw prospectively from this Agreement should he or she determines that it is no longer in the interests of his or her Client, or any of them, to continue as a member of the Joint Litigation Cooperation Group. In the event that any of the undersigned determines that the interests of his or her Client have diverged from the common interests of the other clients, that undersigned counsel and his or her Client shall withdraw from this Agreement. In the event that a party reaches an agreement with any federal, state or local governmental authority or opposing party regarding Joint Litigation Cooperation Matters, the party shall immediately inform the other members of the Joint Litigation Cooperation Group of such agreement. The effect of such withdrawal for any of these reasons shall be prospective only and will not, except as provided in section 18 below, affect the parties' obligations, and the obligations of their Clients, to continue to hold confidential all materials, communications, and information exchanged prior to receipt of the written notice of withdrawal. Upon demand, a withdrawing attorney and his Client shall immediately return to the person who provided them all materials and documents (and all copies thereof) that either of them received pursuant to this Joint Litigation Cooperation Agreement. Except as provided in 18 below, no cooperation, non-prosecution, immunity or plea agreement, formal or informal, entered into between any party and any law enforcement agency or regulatory entity shall affect or diminish any right or privilege attaching to any information, communication or defense materials exchanged under this Agreement, or the provisions regarding non-disclosure to third parties.
10. Group members may use leads and make other derivative use of all Joint Litigation Cooperation information and materials, including material and information obtained from all current or former group members, without restriction in connection with

Joint Litigation Cooperation Matters, including but not limited to use in examination and cross-examination of all current and former Client members of the group, provided however, that except as provided in 18 below, actual Joint Litigation Cooperation information, communications and material may not be disclosed during such examination or cross-examination. It is recognized that members of the Joint Litigation Cooperation Group may develop differing interests or become adverse to one another, and nothing herein shall prevent pursuit of differing interests or adverse positions, provided that all obligations hereunder are fulfilled and discharged. The undersigned and their Clients agree that they have considered the foregoing and believe that the benefits of participation in the Joint Litigation Cooperation Group pursuant to this Agreement outweigh the limitations imposed by this Agreement.

11. Each Joint Litigation Cooperation Group attorney member providing to a Client, or providing to an agent of the Client or of an undersigned party, any information, documents or material received pursuant to the parties' Joint Litigation Cooperation Agreement will explicitly caution the Client or agent receiving the information that the information may not be disclosed to others, and each Client and agent must agree to be bound by the terms of this Agreement prior to receiving the Joint Litigation Cooperation information, documents or other material.
12. Information obtained pursuant to this Agreement and information derived therefrom may, except as provided in section 18 below, be used for no other purpose than Joint Litigation Cooperation Matters. It is agreed that any dispute between or among the parties to this Agreement regarding the Agreement or the information to which it applies shall be resolved to the extent possible in appropriate *in camera* proceedings.
13. The parties recognize that other counsel and their Clients may be permitted to join this Agreement at a future time but only with the consent of all then current members of the common interest and joint defense group. Counsel executing this Agreement does so on his or her own behalf and on behalf of the Client.
14. To be effective, any modifications to this Agreement shall be in writing and signed by each of the parties.
15. Inadvertent or unauthorized disclosure of information or material covered by this Agreement shall not operate as a waiver with respect to any other protected material under this Agreement.
16. All parties agree that irreparable damage would result from any party's breach of this Agreement and that, in the event of a breach, specific performance and/or injunctive relief is appropriate to remedy a breach of this Agreement.
17. It is further understood and agreed that, to the extent that the parties have already been in communication with one another prior to the execution of this Agreement in relation to Joint Litigation Cooperation Matters, all previous privileged

communications and all materials and information exchanged are subject to this Agreement.

18. Notwithstanding the foregoing, the Clients and Attorneys understand that if one of the Clients decides to testify against the other and on behalf of the government in exchange for a reduced sentence or other benefit, the Attorney for the other Client may make direct use of any and all Joint Litigation Cooperation information, including communications made by one Client to the Attorney for the other Client, in cross-examining the cooperating Client.
19. Each counsel signing this Agreement represents and warrants that he or she has full authority to execute this Agreement on behalf of each Client he represents, and this Agreement shall inure to the benefit of, and be binding upon, each Client.
20. No member of the Joint Litigation Cooperation Group shall hereafter reveal the existence, nature or extent of this Agreement except: (a) with the consent of all members of the Joint Litigation Cooperation Group; (b) to the extent necessary to oppose efforts by third-parties to obtain information covered by the terms of this Agreement; and (c) as may be required by court order, court process, or otherwise by law.
21. This Agreement may be executed in any number of counterparts, all of which taken together, as so executed, shall constitute a single Agreement binding on all of the parties hereto, even though all of the parties are not signatories to the original or the same counterpart.
22. The terms of this Agreement shall survive resolution, termination or conclusion of all common and joint defense matters.
23. By signing this Agreement, each of the undersigned certifies that each agrees to abide by the terms of this Agreement, and that their respective Client also have so agreed.
24. This Agreement supersedes and replaces any and all previous Joint Litigation Cooperation Agreements signed by the parties hereto and any other parties.

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WILLIAM SCHERER

Dated:

  
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JACK A. GOLDBERGER

6/06/04  
Dated: