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Southern District of Florida

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DELIVERY BY FACSIMILE

Jay P. Lefkowitz, Esq.  
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153 East 53rd Street  
New York, New York 10022-4675

Re: Jeffrey Epstein

Dear Jay:

I write in response to your letter of November 8, 2007.

Most importantly, I want to re-iterate that a guilty plea and sentencing more than two months beyond the original deadline is unacceptable to the Office. Contrary to your assertion, the Non-Prosecution Agreement does *not* contemplate a staggered plea and sentencing (that was contemplated only in a federal plea, where the rules provide for such staggering). Instead, the Agreement contemplates a combined plea and sentencing followed by a later surrender date for Mr. Epstein to begin serving his jail sentence. As you will recall, the plea and sentencing hearing originally was to occur in early October 2007, but was delayed until the end of October to allow Mr. Goldberger to attend. It was delayed again until November to allow you to attend. You have provided no showing of how you and your client have used your best efforts to insure that the plea and sentencing occur in November. A prompt hearing would end speculation by the press and others about Mr. Epstein's intentions and, more importantly, would show the U.S. Attorney's Office and the FBI that Mr. Epstein intends to comply with all of the terms of the Non-Prosecution Agreement. Accordingly, I again advise you that the Office requires Mr. Epstein to make his best efforts to enter his guilty plea and to be sentenced forthwith. Please advise me of the new date and time so that someone from our Office can be present.

Your letter asserts that Mr. Epstein and the State Attorney's Office have reached an agreement as to the terms of Mr. Epstein's plea and sentencing, but no such agreements have yet been provided to us.

As you know, the Non-Prosecution Agreement requires Mr. Epstein to secure our approval prior to entering into any agreement – not just prior to signing an agreement. Please immediately provide us with the terms of any agreements that have been negotiated with the State Attorney's Office on Mr. Epstein's behalf, whether or not they have yet been reduced to writing, so that we have adequate time to review them prior to the change of plea and sentencing.

As to the type of sentence that Mr. Epstein hopes to receive, the Agreement clearly indicates that Mr. Epstein is to be incarcerated. In addition to the terms of the Agreement, the Florida Department of Corrections does not allow persons who are registered sex offenders to participate in "community release" (which includes "work release"). Since Mr. Epstein will have to register as a sex offender promptly after his guilty plea and sentencing, he will not be eligible for such a program. Thus, the U.S. Attorney's Office is simply putting you on notice that it intends to make certain that Mr. Epstein is "treated no better and no worse than anyone else" convicted of the same offense. If Mr. Epstein is somehow allowed to participate in a work release program despite the Department of Corrections' rules and practices, the Office intends to investigate the reasons why an exception was granted in Mr. Epstein's case.

Finally, as to the matters related to contacting the victims and the civil litigation, let me address your issues in turn. First, one of the material terms of the Non-Prosecution Agreement was Mr. Epstein's agreement to waive the right to contest the "veracity" of the victims' claims. Second, the questions put to the victims who have already been contacted did not address the "veracity" of their claims. Instead, they were told that the investigators' questions were limited to whether they had been contacted by any law enforcement officers and told that there would be a civil settlement. Third, the Non-Prosecution

